



REQUEST FOR PROPOSAL (RFP/Q) TRANSIT ADVERTISING SERVICES

RELEASE DATE: Wednesday, April 27, 2016

PRE-RFP/Q SUBMISSION MEETING:

Date: Wednesday, May 11, 2016

Time: 11:00 a.m. PST

Place: Mason Transit Authority, Business Office Conference Room
790 E Johns Prairie Rd. Shelton, WA 98584

RFP/Q SUBMISSION DEADLINE:

Date: Wednesday, May 25, 2016

Time: 4:00 p.m. PST

Place: Mason Transit Authority
790 E Johns Prairie Rd. Shelton, WA 98584

CONTACT:

Christina Fremont, Outreach Manager

Mason Transit Authority

790 East Johns Prairie Rd Shelton, WA 98584

(360) 432-5718, cfremont@masontransit.org

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LEGAL ADVERTISEMENT

REQUEST FOR PROPOSAL and QUALIFICATIONS (RFP/Q) FOR TRANSIT ADVERTISING SERVICES

Mason Transit Authority

Mason Transit Authority, the public transportation provider in Mason County, is seeking proposals from advertising sales firms with experience in the sales of advertising and the subsequent duties of printing, posting, maintaining and removing said advertising. Mason Transit Authority intends to award a five-year contract for these services, beginning on July 1, 2016.

The complete RFP/Q solicitation document is available by download at the transit website at <http://www.masontransit.org/procurement/> or a hard copy can be provided by contacting Christina Fremont, MTA Outreach Manager.

Interested firms are strongly encouraged to attend a pre-RFP/Q submission conference to discuss the project scope, gather technical data like ad space measurements, and selection process. **The conference is scheduled for Wednesday, May 11 at 11:00 a.m. PST.** The meeting will be held in the Conference Room of Mason Transit Authority Business Office located at 790 E. Johns Prairie Road, Shelton, WA 98584.

RFP/Q submissions will be accepted by Mason Transit Authority until 4:00 p.m. PST on Wednesday, May 25, 2016. Late submittals will not be accepted and will be returned to the respondent unopened. Failure to include any of requested information and properly completed forms and documents may be cause for the rejection of the proposal. MTA reserves the right to accept or reject any and all proposals without cause and to waive any informality or irregularities and to make an award deemed in its own best interest, and re-advertise if necessary.

Proposers will be required to comply with all FTA, State and local rules and regulations where applicable. MTA is an Equal Opportunity Employer and hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of an award.

Questions, inquiries, and requests for solicitation documents should be addressed to the MTA Outreach Manager, Christina Fremont, via email at cfremont@masontransit.org or by phone at 360-432-5718.

PUBLISHED IN: The Shelton Mason County Journal
 Daily Journal of Commerce
 Mason Transit Authority Website

PART I -- INFORMATION FOR PROPOSERS

1. STATEMENT OF PURPOSE

Mason Transit Authority, the local public transportation provider in Mason County, is requesting proposals from qualified, full-service firms interested in providing transit advertising services. Advertising locations include bus exterior/interior and at a future date may include bus stop shelters, benches, and bus stop sign posts. Mason Transit Authority seeks a five-year agreement with a contractor that will commence July 1, 2016.

As used herein, the term "Transit" means Mason Transit Authority (MTA) and the term "Contractor" means the firm selected to provide the specified services.

2. BACKGROUND

Mason Transit Authority is the public transit operator in Mason County. The agency was formed in 1992 as the Mason County Public Transportation Benefit Area (PTBA). MTA provides a wide range of transportation services including fixed-route, vanpool (rideshare), Dial-A-Ride and Link Service, community van, van grant program, and the Volunteer Driver program services to the residents, commuters, local governments and employers of Mason County.

Today, the agency operates a system that provides mobility for transit dependent populations, commuter-based operations, and innovative programs to meet the diverse transportation needs of the community. MTA, led by its Mason Transit Authority Board, is active in community partnerships and has a high commitment to customer service and improving the quality of life in our community. In 2015, MTA was awarded as the Rural Community Transportation System of the Year by the Community Transportation Association of America.

MTA currently operates Monday through Saturday with nine deviated-fixed routes and one pilot route, providing inter-city and county-wide services within the City of Shelton which is the County seat of Mason County and the greater Mason County area. MTA operates along major corridors (Highway 101, State Route 106, and Highway 3), providing regional connection service to Intercity Transit, Sound Transit, Grays Harbor Transit, Jefferson Transit, Kitsap Transit, and Squaxin Island Transit. MTA provides a general public Dial-A-Ride, a vanpool (rideshare) program for long-distance commuters, a specialty community van transportation program, and a Volunteer Driver Program that provides transportation to seniors for medical appointments. In addition, the agency works with the Puget Sound Naval Ship Yard for our Worker/Driver program.

Mason Transit Authority's ridership in 2015 was over half a million. According to a MTA rider survey conducted in June 2014, with about 1,000 respondents, the top three trip purposes of riders is for work (32.75%), social/recreational (29.93%), or shopping (20.72%). The Transit fleet currently consists of 19 coaches, 23 cutaways, and 40 vanpool vans. There are approximately 48 established bus stops, 16 bus shelters, and a main transit center, the Transit-Community Center.

MTA does not currently sell advertising space, but does provide free interior and exterior space for public service announcements.

3. PROPOSER MINIMUM QUALIFICATIONS

To be considered for award under this RFP/Q, proposers must meet the following minimum qualification and experience criteria:

- Must be licensed to do business in the State of Washington; and
- Have experience in successfully providing exterior and interior bus advertising sales and service or demonstrated equivalent experience; and/or
- Have experience in successfully providing bus shelter/bench sales and service; and/or
- Have an account representative with demonstrated experience in transit or equivalent advertising sales.

4. CONTRACT TERM

Transit will award one (1) Contract to provide the services described in this RFP/Q. Any Contract term shall begin on July 1, 2016 for a period not to exceed five (5) years.

5. PROCUREMENT SCHEDULE

The Schedule below outlines key action dates and times (if applicable). All dates after the RFP/Q submission date are approximate and may be adjusted as conditions indicate.

Procurement Activity	Date and Time
RFP/Q Release Date	April 27, 2016
Pre-RFP/Q Submission Conference	May 11, 2016 - 11:00am PST
Proposer Questions and Clarifications Due	May 18, 2016 - 5:00pm PST
RFP/Q Submissions Due	May 25, 2016- 4:00pm PST
Evaluation of Submissions & Negotiations	May 26 - June 10, 2016
Anticipated Project Award	June 21, 2016
Anticipated Date Performance Begins	July 1, 2016

Transit has sole discretion for any amendments appropriate to this RFP/Q and competition process. The procurement of these services will be in accordance with Mason Transit Authority policy and other applicable State of Washington laws, regulations, and procedures.

6. CONTACT INFORMATION

Until the contract is awarded, the RFP/Q submission and any questions or communications concerning the project must be addressed to the staff person listed below:

Christina Fremont, Outreach Manager

Mason Transit Authority

790 E. Johns Prairie Rd.

Shelton, WA 98584

Phone (360) 432-5718, Fax (360) 426-0899

cfremont@masontransit.org

7. PRE-RFP/Q SUBMISSION CONFERENCE

A pre-RFP/Q submission conference will be held at the time and date identified in Section 5, Procurement Schedule. The conference will be held in the Conference Room of the Mason Transit Authority Business Office located at 790 E. Johns Prairie Rd., Shelton WA. 98584. This conference will provide prospective Proposers a formal opportunity for clarification of requirements, view some of the fleet and take measurements in order to define ad spaces specs, procurement method and procedure, terms and conditions, and other issues related to the procurement. MTA has never sold advertising so ad space specifications are not defined. Therefore, proposers are strongly encouraged to attend the RFP/Q Pre-Submission Conference to take appropriate measurements for their proposals.

8. SUBMISSION OF QUESTIONS AND CLARIFICATIONS

- A. All technical questions pertaining to this RFP/Q, or any other questions concerning the sample agreement, pre-RFP/Q submission conference notes, written responses, or addenda must be submitted in writing through email or regular mail to the Outreach Manager no later than the time and date identified in Section 5, Procurement Schedule.
- B. Transit will respond to all questions in writing. Transit considers all oral communication unofficial and non-binding. Proposers should rely only on written statements issued by Mason Transit Authority.
- C. The person submitting the question or request for interpretation will be responsible for its prompt delivery.

D. Requests from potential Proposers for clarifications not resulting in an amendment to the RFP/Q shall be responded directly to the requester and may or may not be issued to all parties in possession of solicitation documents. If responses are issued to all parties, names of those requesting the clarification shall be maintained as confidential. Clarifications issued to all parties shall be included in all subsequently issued solicitation documents.

9. EXAMINATION OF DOCUMENTS

Each Proposer shall thoroughly examine and be familiar with the proposal requirements and general conditions, technical specifications and Addenda (if any) which constitute the Contract Documents. The submission of the proposal shall constitute an acknowledgment upon which Transit may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents, statutes, ordinances, regulations and permits shall in no way relieve the Proposer from any obligations with respect to the proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or misunderstanding of any of the Contract Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated herein.

10. AMENDMENTS TO THE RFP/Q

Transit may amend this RFP/Q at any time before the submission due date and time. Amendments may be for any reason deemed necessary by Transit including, without limitation, changes in quantity, quality, delivery, submission date, procedures, baseline technical requirements, or selection criteria. Written notice of such amendments shall be provided to all persons who have requested the solicitation documents.

11. POSTPONEMENT OF SUBMISSION

Transit reserves the right to postpone the date and time of proposal submission at any time prior to the date and time established herein.

12. PUBLIC DISCLOSURE OF INFORMATION

All the information contained in the proposal is subject to the State of Washington Public Records Act RCW Chapter 42.56 and may be subject to public inspection. It should be noted that RCW 42.56.270(1)(h) states that the following information is not subject to public disclosure: "Valuable formulae, designs, drawings and research data obtained by any agency within five (5) years of the request for disclosure when disclosure would produce private gain and public loss."

Proposers, who include in their proposals data which conforms to the above limitations and that they do not want disclosed to the public for any purpose or used by Transit, except for evaluation purposes, shall:

A. Mark the title page with the following legend:

“This proposal includes data that shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offered as a result of, or in connection with, the submission of this data, Transit shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit Transit’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].”

B. Mark each sheet of data they wish to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subjected to the restriction on the title page of this proposal.”

C. Transit agrees that upon receiving any request pursuant to the Act for public access to or disclosure of information associated with this proposal or any other confidential information as defined by this RFP/Q of Proposer’s in Transit’s possession or control, Transit will notify Proposer of such request and provide at least five (5) days written notice of such request prior to public disclosure of the documents. Proposer may take such efforts to assert or exercise any rights available to Proposer under the Act to prevent or limit such public disclosure or access at Proposer’s sole and exclusive expense. Proposer shall indemnify, defend and hold harmless Transit, its commissioners, officers, employees, advisors, and agents to the fullest extent permitted by law, from and against any and all losses, claims, damages, obligations, assessments, penalties, judgments, awards, and other liabilities and will fully reimburse Transit for any and all fees, costs, expenses and disbursements as and when incurred, of investigating, preparing or defending any claim, action, suit, proceeding or investigation, whether or not in connection with pending or threatened litigation or arbitration, and whether or not Transit is a party (including any and all legal and other Transit expenses in giving testimony or furnishing documents in response to a subpoena or otherwise), arising out of or in connection with the withholding of records associated with this agreement under the Act.

13. INSTRUCTIONS FOR PREPARING THE RFP/Q SUBMISSION

Responses to this RFP/Q shall be made in strict conformance with the following requirements. Failure to conform may be cause for rejecting the proposal submitted. Transit reserves the right to waive minor discrepancies at its sole discretion. Transit also reserves the right to reject all proposals, or to award a contract without discussions with Proposers.

In this RFP/Q, Transit seeks solid information about the Proposer's capacity to provide the advertising services that Transit requires. Neither vague and lengthy narratives nor bulky displays of irrelevant information are appreciated. A carefully prepared, graphically attractive submittal is appropriate; elaborate artwork, printing, and paper are not. Please make the proposal as concise as possible while including all the required information. Any proposal that does not contain all the required information may be considered non-responsive and may be eliminated from final consideration.

14. FORMAT OF SUBMISSIONS

In the interest of an equitable and expedient review process, every Proposer shall use the form and order of submissions as follows. For convenience, a "RFP/Q Submission Checklist" has been provided in Part IV of this document to assist with submission preparation.

- A. Submissions shall be submitted on 8-1/2" x 11" white paper and typed with font not less than 11-point.
- B. Proposers shall submit one (1) "original" and three (3) "copies" of their proposal submissions.
- C. Submissions shall be placed in 3-ring binders (or similar bound format) that secures contents and allows pages to open fully and lie flat.
- D. Proposers who desire to submit multiple products, solutions, or methods for consideration are encouraged to do so. However, distinctly separate, complete proposals are required for each.
- E. Each submission copy must be submitted in separate binders with tabs separating the required contents (see Section 15), in the order listed below:
 - Cover Letter
 - Statement of Qualifications and Experience of Firm
 - Staff Qualifications and Experience
 - Client References
 - Vendor References
 - Rate/Fee Schedule
 - Proposed Revenue Adjustment Plan
 - Additional Required Submittals

15. REQUIRED SUBMISSION CONTENTS

Proposals should be clear, concise, and provide complete information about the proposer's ability to successfully fulfill its role as a full-service advertising agent for Mason Transit Authority. Proposers must include all of the following with their RFP/Q submissions:

A. Cover Letter

Submit a cover letter introducing the proposer and establishing interest in serving as an advertising services firm for Mason Transit Authority. The letter must be signed by an individual who is authorized to commit the resources of the proposed company to this project.

B. Statement of Qualifications and Experience of Firm

Provide responses to all of the following:

- Provide a brief professional history of the proposing company and its principals.
- Describe how you meet the minimum requirements as addressed in Section 3 “Proposer Minimum Qualifications”.
- Describe the depth of your advertising experience and relate that experience to your understanding of the skills necessary to complete this project.
- Identify your experience with and understanding of public transportation.
- Provide a complete list of current clients including contact names, phone numbers, and dates of service.
- Describe your project management approach including your ability to provide responsive and timely communication with Transit and advertisers.
- Describe your experience with the use of “specialty products” and expanded advertising on vehicles. Identify the types of products you have experience with and number of years you have provided each of these products or services.
- Describe, in detail, your standard procedures for the following:
 - Installing and removing signs, frames, stick-on and direct applications/wraps
 - Preventative maintenance/quality control of all frames, signs and direct applications/wraps
 - Repairing and replacing damaged signs, frames, and direct applications/wraps
 - Describe how your advertising agency would service our account. Will there be an account representative or other personnel dedicated to our account? How often will project updates be provided? How often will changes/suggestions for increasing our advertising revenue be provided?
- Provide samples of financial and other reports provided to clients that illustrate how your accounts are administered.
- List your guaranteed percentage of local, regional and national advertising placements in this market.

C. Staff Qualifications and Experience

Provide a description of the following:

- List names and titles of team members including job descriptions for all personnel who would be involved in providing services to Transit. Provide a detailed statement of qualifications and experience for each team member. Prior experience on similar projects should be clearly shown.
- Identify who would manage Transit's account and list their title, history with the firm, qualifications, experience, and achievements. Also state other transit agencies for which this individual acts as primary account representative.
- Describe your staff's sales and marketing efforts. How are new advertisers found? How are current advertisers encouraged to stay with your firm? What steps are taken to increase advertiser satisfaction and increase sales?

D. Advertiser References

Provide a list of five (5) references who currently buy advertising space from you. Include the following information:

- Name of client organization
- Primary client contact information
- Description of work
- Time period of client relationship
- Name of the primary firm representative who serviced the account.

E. Advertising Contract References

Provide a list of three (3) public agencies you currently provide advertising services for. Include the following information:

- Name of organization
- Primary contact
- Description of work
- Contract duration
- Name of the primary representative who serviced the account

F. Rate/Fee Schedule

Provide a schedule of rates and/or fees to be charged to commercial clients, non-commercial non-profit clients, and public service clients.

G. Proposed Revenue Adjustment Plan

Outline a plan that addresses how fleet reductions or expansions would be handled in the event the change results in an overall ad space reduction or expansion. The plan should include reduction or expansions in the number of allowable specialty products and ad space.

H. Additional Required Submittals

Complete and submit the following:

- Proposal Submittal Form (form provided in Part IV)
- Non-Collusion Affidavit (form provided in Part IV)
- Copy of Washington State Business License

16. RFP/Q SUBMISSION

Submissions must be received by Mason Transit Authority at 790 E. Johns Prairie Rd., Shelton, WA 98584, in a sealed envelope or container by the date and time identified in Section 5, Procurement Schedule. The telephone number to be used for shipping purposes is (360) 426-9434. Submissions delivered after the established date and time cannot be accepted and will be returned unopened. The Proposer accepts all risks of late delivery regardless of fault. No oral, electronic (e-mail/fax), or telephone proposals or modifications will be considered.

Proposers must write in large, legible notation on the sealed envelope or container: **"SEALED SUBMISSION FOR ADVERTISING PROJECT"**. This notation serves as notification that this submission is for a sealed RFP/Q.

This document may be separated and appropriate documents removed for preparation and submission.

17. LATE SUBMISSIONS

Any submissions received after the exact time specified for receipt shall not be considered. The exact time (also referred to as official time) is designated as the date and time received by the Transit Administrative Office Receptionist.

18. MODIFICATION, WITHDRAWAL OF SUBMISSION, OR ERROR

A modification of a submission already received shall be considered only if the modification is received prior to the due date and time announced for the submittal. All modifications shall be made in writing, executed and submitted in the same form and manner as the original submittal.

Notwithstanding the above, a late modification of an otherwise successful submittal that makes its terms more favorable to Transit shall be considered at any time it is received and may be accepted.

Any modification of the submission, except a modification resulting from Transit's request for "best and final" offer, is subject to the same conditions. Submissions may be withdrawn by written or fax request received from Proposers prior to the time set for the receipt of submissions. Submissions may

be withdrawn in person by the Proposer or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the submission before award.

No Proposer may withdraw a submission after the due date and time established, or before the award and execution of the contract, unless the award is delayed for a period exceeding 90 days from the deadline for receipt of submissions. Transit reserves the right to request that Proposers grant an extension of such effective period.

19. No consideration shall be given by Transit to a claim of error in a submission unless written notice of such claim and supporting evidence of such claim, including cost breakdown sheets, are delivered to Transit within 48 hours after the opening of submissions. Any review by Transit of a submission and/or any review of such a claim of error (including supporting evidence) create no duty or liability on Transit to discover any other error or mistake, and the sole liability for any submission errors rests with the Proposer/Contractor.

20. NO PARTICIPATION

If, after reviewing this document, a potential Proposer chooses not to submit a proposal, a representative of the firm is encouraged to complete and return the No Proposal Response Form provided in Part IV of this document.

21. OVERVIEW OF THE SOLICITATION PROCESS

This document is a Request for Proposals and Qualifications (RFP/Q). It differs from a Request for Bid/Quotation in that Transit is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award. Competitive sealed submissions will be evaluated based upon criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology may be overriding factors and price may not be determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a Proposer's approach meets the desired requirements and needs of the Transit.

The basic steps of the competitive solicitation process are generally described as follows:

- A. Transit prepares an RFP/Q, which includes the Terms and Conditions, Sample Agreement, Scope of Work and Specifications defining the requirements of Transit and identifies all significant evaluation factors, listed in descending order of importance.
- B. The RFP/Q is publicly advertised and issued to all requesters.

- C. An evaluation committee is established by Transit and shall consist of representatives with sufficient technical expertise and other Transit resources as required to adequately address and evaluate proposals received.
- D. Proposers submit responses to the RFP/Q including all requested information. This includes, but is not limited to, the technical and contractual proposal, proposed price and cost data, and all required submittals.
- E. Proposers are free to offer Transit their own unique products, terms and pricing, with the exception of terms and conditions which are required by law and regulations. The Scope & Specifications provide guidance for Proposers as to the products desired. This does not, however, obligate Transit to accept the products, terms, or pricing proposed. Such matters as substitutions (approved equals), variations in contract terms, and pricing are to be addressed during the evaluation, discussion and negotiation process.
- F. Proposers should identify any proposed substitutions or additional features with an explanation of the benefits they offer Transit. It is expected that the cost impact of these benefits shall also be reflected in the cost proposal.
- G. There is no public opening of submissions. Transit will open the submissions at an appropriate time after the time specified in the RFP/Q and will distribute them to the evaluation committee for review.
- H. Transit will not disclose information concerning the number of submissions received or the identities of the proposing firms prior to the award of a contract.

22. OVERVIEW OF THE EVALUATION PROCESS

- A. All submissions are subject to Transit's final approval as to whether they meet the scope, specifications and requirements of this RFP/Q and are deemed as an acceptable product.
- B. Based upon the evaluation criteria, the evaluation committee will determine which submissions are within a competitive range. Transit reserves the right to award on the basis of the original submission. Transit further reserves the right to request additional clarifications of information submitted by Proposers.
- C. There may be further evaluation by interview to gain additional understanding of how the submissions meet the criteria. Transit will notify finalists of the time and date for interviews, demonstrations, or site visits.
- D. Transit reserves the right to request a "best and final" offer, accept other than the lowest cost proposal, award a contract based on original submission without further negotiation, reject any and all submissions, or negotiate separately with any source whatsoever in any manner necessary to serve the best interests of Transit.
- E. During the evaluation process, Transit shall not disclose information contained in competing submissions. Transit will keep information submitted through this process confidential to the extent allowed by state or federal law.

Transit is not liable for the disclosure of any material if it deems disclosure is required by state or federal law.

23. EVALUATION CRITERIA

Award shall be made to the Proposer whose final offer is most advantageous to Transit, cost and other factors considered, after evaluation in accordance with the criteria set forth herein after:

- Revenue to Transit (50%)
- Qualifications, experience of firm and key staff identified to work on the account (40%)
- References (10%)

24. SINGLE SUBMISSION, IF RECEIVED

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

25. CONTRACT TERMS AND NEGOTIATIONS

- A. The objective of the negotiations is to reach agreement on all provisions of the proposed Contract. To assist, a draft of the proposed Contract is attached.
- B. Award shall be contingent on substantial acceptance of the terms and conditions of the proposed Contract and compliance with all required assurances.

26. OVERVIEW OF THE AWARD PROCESS

- A. The successful proposer, if any, will be the proposer which, in the sole opinion of Transit, best meets the requirements set forth in the RFP/Q and is in the best interest of Transit.
- B. Based upon the results of negotiations, Transit will make a recommendation to Mason Transit Authority. If they concur, a contract will be awarded.

27. PROTEST PROCEDURES

Right to Protest: Any actual or prospective Proposer, including sub-contractors and suppliers showing a substantial economic interest in this project, which is aggrieved in connection with the solicitation or award of this project, shall file a protest with the Mason Transit Authority General Manger. A protest with respect to a Request for Proposals and Qualifications shall be submitted in writing prior to the established submission due date and time unless the aggrieved person did not know the facts giving rise to such protest prior to the

submission date. The protest shall be submitted within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protester is not satisfied with the solution of the General Manager, a written protest may be filed with Mason Transit Authority.

Stay of Procurements During Protests: In the event of a timely protest under Subsection 1 of this Section, the General Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until Mason Transit Authority makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of Transit.

In order to be considered, a protest shall be in writing and shall include:

- the name and address of the aggrieved person;
- the project number and title under which the protest is submitted;
- a detailed description of the specific grounds for protest and any supporting documentation; and
- the specific ruling or relief requested

The written protest shall be addressed to Mason Transit Authority, 790 E. Johns Prairie Rd, Shelton, WA 98584 Attention: General Manager, Proposal Protest. Failure to comply with these protest procedures shall render a protest untimely or inadequate and may result in rejection thereof by Transit. The Federal Transit Administration (FTA) may entertain a protest that alleges that Transit failed to have or follow written protest procedures. Such protest must be filed with FTA not later than five (5) days after Transit renders a final decision or five (5) days after the protester knows or has reason to know that Transit has failed to render a final decision. A protest to FTA must be filed in accordance with FTA Circular 4220.1C (as periodically updated).

PART II - SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

MTA is seeking proposals from firms addressing their qualifications for providing transit advertising services. These services include, but are not limited to, sales and installation of advertising space on MTA's bus fleet, bus stop shelters, benches and bus stop sign posts. Responsibilities include, but are not limited to: communication with potential and current advertisers; performing sales; communicating and coordinating with Mason Transit Authority; posting, maintaining and removing signs or special products on transit vehicles, bus stop shelters, benches, sign posts; billing and collection of revenue from advertisers; sending revenue and corresponding report documentation to Transit on regular basis; production services of advertising signs and specialty products; and other necessary business practices as mutually agreed.

MTA has not sold advertising before, so very little ad space specifications are defined. As such, a one-time task will be required upon initial contract set-up. That being, the bus ad format space size/measurements made available will need to be defined and will be proposed by the Contractor, negotiated and agreed upon between the Contractor and Transit prior to awarding a final contract.

2. CHARACTERISTICS OF THE CURRENT ADVERTISING FLEET

Mason Transit Authority currently operates 19 coaches (5 are Worker/Driver buses), 23 cutaways and 40 vanpool vans **in Mason County and surrounding areas including Hwy 101 and Hwy 3** along with 9 bus shelters within the city limits of Shelton and 7 bus shelters in the county that have the potential for advertisements. Vanpool (ride-share) vehicles are excluded from this agreement. No assurances will be made as to any vehicle remaining in a specific area or route.

Following is a list of the current fleet that is available for advertising space. Eight (8) coaches have tail ad frames, of which the measurements are 70.75x20.5" with a 1.25" metal frame. The measurements noted in the following list is the approximate vehicle size. Ad space specifications will be defined and proposed by the Contractor, to be agreed upon and finalized with Transit.

Bus advertising formats to be made available include tail, half and full backs, queen, king, and king kong wraps. Bus head and/or full wraps will not be permissible.

Agency Vehicle Number	Year/Make/Model	Size – HxWxL	Tail Ad Frame Yes (Y) / No (N)
Standard Coaches			
300	2007 Gillig Coach	122x99x457	Y
301	2007 Gillig Coach	122x99x457	Y
302	2007 Gillig Coach	122x99x457	Y
303	2010 Gillig Coach	123x102x420	N
304	2010 Gillig Coach	123x102x420	N
305	2010 Gillig Coach	123x102x420	N
306	2013 Gillig Coach	123x102x420	N
650	2015 Ford Galval	132x96x384	N
651	2015 Ford Galval	132x96x384	N
807	2002 Gillig Coach	125x96x360	Y
808	2003 Gillig Coach	121x96x360	Y
809	2005 Gillig Coach	121x96x420	Y
810	2005 Gillig Coach	121x96x420	Y
851	2001 Gillig Phantom	121x102x480	Y
Worker/Driver Coaches			
805	1999 Gillig Phantom	121x102x480	N
806	1999 Gillig Phantom	121x102x480	N
811	2005 Gillig Phantom	121x102x480	N
812	2005 Gillig Phantom	121x102x480	N
850	2001 Gillig Phantom	121x102x480	Y
Cutaways			
433	2009 Chevy/Startrans	116x98x292	N
434	2009 Chevy/Startrans	116X96X296	N
435	2009 Chevy/Startrans	116x96x296	N
436	2009 Chevy/Startrans	116x96x296	N
437	2009 Chevy/Startrans	116x96x296	N
438	2012 Chev Champion	115x95x318	N
439	2012 Chev Champion	115x95x318	N
440	2012 Chev Champion	115x95x318	N
441	2012 Chev Champion	115x95x318	N
442	2012 Chev Champion	120x95x300	N
443	2012 Chev Champion	120x95x300	N
444	2012 Chev Champion	120x95x300	N
445	2012 Chev Champion	120x95x300	N
446	2012 Chev Champion	120x95x300	N
447	2013 Chev Champion	121x95x174	N

448	2013 Chev Champion	121x95x174	N
449	2013 Chev Champion	121x95x174	N
450	2013 Chev Champion	121x95x174	N
451	2013 Chev Champion	121x95x174	N
452	2013 Chev Champion	121x95x174	N
513	2003 Goshen	115x98x315	N
515	2003 Goshen	115x98x315	N
516	2003 Goshen	115x98x315	N

3. ADVERTISING MATERIALS

- A. Contractor shall purchase, install and keep in good repair at their expense, all frames necessary for inside or outside advertising displays. Exterior frames must be solid black unless otherwise approved in advance by Mason Transit Authority Outreach Manager. Once installed, all frames shall become the property of Mason Transit Authority. MTA prefers vinyl stickers over frames.
- B. Contractor shall replace or repair existing frames and or signs during the Contract period at the request of the Mason Transit Authority Maintenance, Operations, or Outreach Manager.
- C. Contractor is responsible for the repair or replacement of advertising materials or advertising frames which result from vehicular or other accidents.
- D. All frames, materials, and methods for affixing frames or vinyl stickers and materials to Transit vehicles must be approved in advance by Transit. Contractor is responsible for the repair of any damage occurring to Transit vehicles resulting from the advertising. This includes, but is not limited to, holes drilled for the installation of advertising frames, damaged paint, windows, window frames, or any other component of a bus damaged from the removal of vinyl appliqué materials. If repairs include painting, the preparations and painting must meet Transit’s specifications and be coordinated with Transit’s Vehicle Maintenance Manager. The painting must also be performed by Transit’s paint contractor unless specifically approved in writing by the Maintenance Manager.
- E. With the exception of pre-approved expanded tail and driver-side Kong displays, advertising shall not extend outside the frames and/or defined ad area without prior approval of Mason Transit Authority. Advertising shall not obstruct emergency operation of windows. Materials used in partial coverage of windows must be transparent from the inside allowing passengers to see out. No materials shall be placed over the driver’s visual area.

4. BUS ADVERTISING FORMATS AVAILABLE

A maximum of 30% of the fleet may be made available for expanded full-back displays. A maximum of 30% of the fleet may be made available for side King-

Kong displays. Contractor must submit all requests for expanded tail and/or King-Kong displays to Transit with an illustration showing the proposed advertisement for approval by Transit. Any bus with an expanded tail display or King-Kong must display all appropriate numbering, system logo and signage decals. The relocation of any numbering, logo, and/or decal may only be done with the advance approval of the Outreach Manager.

5. INTERIOR ADVERTISING

Contractor shall utilize plastic clips and strips to support interiors signs and shall establish a regular maintenance and inventory program.

6. TRANSIT SELF-PROMOTION

- A. Exterior. Transit and Contractor will mutually agree on an annual basis the size and volume of exterior space to be reserved for Transit's self-promotion. Transit will submit a yearly advertising plan to the Contractor. In addition, any unsold space will be made available to transit for its self-promotion. Contractor shall not charge Transit fees for its exterior self-promotion other than reasonable production charges.
- B. Interior. Contractor shall permit Transit to place a minimum of six (6) interior signs on every bus for self-promotion. Contractor shall not charge Transit fees for its interior self-promotion other than reasonable production charges.
- C. Substantial Agency Promotion. Transit and Contractor shall mutually agree on an as-needed basis the size, volume, and length of time of interior and/or exterior space to be reserved for a substantial Transit promotion.

7. PUBLIC SERVICE ADVERTISING

Contractor shall allow public service advertising (PSA), which will be limited to interior ad space and provided at no cost to the advertiser other than reasonable production costs. Transit and Contractor will mutually agree on an annual basis the size and volume of interior space to be reserved for PSAs. All such postings must be approved in advance by Transit and will be done so on a case-by-case basis.

8. ADVERTISING RESTRICTIONS

- A. No advertising will be placed on or in Transit vehicles or on Transit property that is not in compliance with MTA's Transit Advertising Policy (POL-1001), such as, but not limited to:
 - Advertising that is obscene or defamatory;
 - Advertising that tends to incite an imminent breach of the peace, including, but not limited to, epithets based on race, color, creed, religion or gender;
 - Advertising that is directed at producing imminent lawless act and is likely to produce such action;

- Advertising for X rated movies, liquor, wine, beer, marijuana or tobacco products, adult book stores, adult video stores, nude dance clubs, adult Internet sites and escort services;
 - Advertising likely to be viewed by children and which contains profane or highly offensive material describing sexual or excretory functions of the type at issue in FCC v. Pacifica Foundation, 438 U.S. 726 (1978);
 - Advertising which, based on empirical evidence, is likely to create a safety hazard by distracting drivers or pedestrians or which is likely to harm Mason Transit Authority's ability to carry out a reasonable program of Transit advertising.
 - Any material which depicts, or reasonably appears to depict, sexual or excretory organs or sexual or excretory activities.
 - Contractor is permitted to sell other noncommercial advertising but shall ensure that any advertising which does not relate to a clearly-identifiable commercial product, service or business must include the following phrase in clearly visible letters (in letters no smaller than 72 point type for exteriors and 24 point type for interiors): "Advertisement paid for by _____."
- B. Contractor shall review all advertising for restricted and/or potentially controversial material and MTA's transit advertising policy. Contractor shall contact Mason Transit Authority regarding any questionable advertising. All questionable material must be reviewed and approved by Mason Transit Authority's Outreach Manager or General Manger prior to posting on Transit vehicles.
- C. Contractor shall receive and respond to complaints regarding advertising content. Contractor shall remove advertising at the direction of Mason Transit Authority.

9. REVENUE

- A. The term Net Advertising Revenue shall be defined as: "The amount paid to the Contractor for advertisements sold or traded for other consideration". For example, if Contractor sells advertising space on a Transit vehicle and charges the advertiser \$500 for that space, the Net Advertising Revenue is \$500.
- B. Net Advertising Revenue will be shared between Transit and Contractor per established amounts and/or percentages.
- C. Contractor shall provide revenue payments to Transit on a quarterly basis as follows:

<u>Revenue Period</u>	<u>Payment Due By</u>
January - March	April 15
April - June	July 15
July - September	October 15
October - December	January 15

Payments received more than three (3) calendar days late will be assessed a late payment charge at 12% per annum.

10. ADDITIONAL REVENUE GENERATION

- A. Over the life of the Contract, other options for additional advertising may be considered at the request of Transit or the Contractor. Advertising options will be accepted at the sole discretion of Transit and may be withdrawn at any time as determined in the best interest of Transit.
- B. Should the size of Transit's fleet and/or any product increase or decrease by more than 10%, Transit and/or Contractor may request to renegotiate the Minimum Annual Guarantee originally established by this Contract.

11. REPORTS

- A. Within 15 calendar days after the end of each payment quarter (Section 9), Contractor shall submit to the Outreach Manager a financial statement sufficient to audit the account for advertising for the preceding quarter. Each statement shall be in the form prescribed by the Outreach Manager and shall be certified by the Consultant's chief financial officer or other duly authorized officer, having principal charge of its books, records and data. Each statement must provide, at minimum, the following information:
 - The size and type of display contracted for each advertiser
 - The net revenue received from each advertiser
 - The calculation of Transit's percentage share of such revenues
- B. Transit will provide the Contractor with ridership figures and information regarding the total number of vehicles in operation upon request. Copies of rider materials, maps or any studies pertaining to ridership or other relevant research studies that Transit conducts will be provided to the advertising company upon request to assist in promoting sales and understanding the Transit marketplace.

12. PROJECT MANAGEMENT

Contractor shall perform management of the sales production, installation and maintenance of advertising space for Mason Transit Authority's revenue fleet. Contractor responsibilities include, but are not limited to:

- Contacting Clients,
- Performing Sales,
- Screening advertisements for prohibitive content,
- Producing advertising medium,
- Installing advertising medium,
- Providing, installing and maintaining frames (where applicable),
- Providing revenue and related revenue reports,

- Coordinating with Transit to accomplish project management responsibilities

13. CONDUCT AND COMPLIANCE WITH POLICIES

Contractor is responsible for ensuring that Contractor and all employees or subcontractors assigned to work on Transit property are made aware of and comply with the following:

- A. Transit will provide the Contractor with access to Transit vehicles at the operations base only when performing services in connection with this Contract.
- B. Contractor shall notify the Maintenance and Operation's Manager at least 72 hours prior to arrival and notifies the Maintenance and Operations Manager immediately upon arrival on Transit property.
- C. Contractor shall obey all speed limit signs, directional arrows and other regulatory signs while on Transit property.
- D. Contractor is prohibited from possessing or being under the influence of alcohol, drugs or weapons while on Transit property. Use of tobacco products is allowed in designated areas only.

PART III – SAMPLE CONTRACT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2016 by and between Mason County Public Transportation Benefit Area, also doing business as Mason Transit Authority, a Washington municipal corporation, hereinafter referred to as "Transit", and _____, hereinafter referred to as "Contractor."

WHEREAS, Transit desires to have certain services and/or tasks performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Transit resources are not available to provide such services; and

WHEREAS, Contractor represents that Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, Transit and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials, equipment, software and hardware ("the Products") necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in the Exhibits attached hereto and incorporated herein. In the case of any conflicts between documents, the Request for Proposal and Qualifications controls.

Exhibit X: Solicitation Document (RFP/Q)	Released 04/27/2016
Exhibit X: Addenda	Issued [DATE]
Exhibit X: Contractor's Response to RFP/Q	Dated [DATE]
Exhibit X: Contactor's Best and Final Offer	Dated [DATE]

2. DURATION OF AGREEMENT

The term of this Agreement and the performance called for herein shall begin on July 1, 2016 and shall terminate/be completed on June 22, 2021, unless otherwise terminated according to the provisions herein.

3. RECIEPT OF REVENUE

Contractor shall remit to Transit, within fifteen (15) after the end of each quarter, the amount of revenue due to Transit as established below:

Minimum Annual Guarantee: \$ _____
Net Advertising Revenue Percentage: _____ %

4. PROJECT PERSONNEL

Contractor represents that it has, or will obtain, all personnel necessary to perform the services required under this Contract. Contractor agrees that the key personnel identified in the proposal shall be committed by Contractor to this project for its duration. Substitution or replacement of key personnel shall be subject to reasonable approval by Transit following written request by the Contractor. All services required under this Contract shall be performed by the Contractor, its employees, agents, representatives, or authorized subcontractors.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The parties intend that an independent contractor relationship between Contractor and Transit will be created by this Agreement. Transit is interested primarily in the results to be achieved; subject to the provisions herein, the implementation of services will lie solely with the discretion of Contractor. No agent, employee, servant or representative of Contractor shall be deemed to be an employee, agent, servant or representative of Transit for any purpose, and the employees of Contractor are not entitled to any of the benefits Transit provides to its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of Transit and shall be subject to Transit's general rights of inspection and review to secure the satisfactory completion thereof in accordance with applicable agreed upon testing procedures between Transit and Contractor.

6. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, protect, indemnify and hold harmless Transit and its officers, employees and agents from and against any and all claims, suits, actions, damages, and liability whatsoever, which Transit may incur by reason of any act, omission or default on the part of Contractor; its employees, officers or agents, whether negligent or not; provided, however, that if such liability is caused by or results from the concurrent negligence of Transit, its officers, employees and/or agents, and Contractor or Contractor's employees and agents, this provision shall be valid and enforceable only to the extent of Contractor's negligence; and provided further, that nothing herein shall require Contractor to hold harmless or defend Transit, its officers, employees and agents, from any claims arising from the sole negligence of Transit, its officers, employees and/or agents. Contractor specifically waives any immunity it may have under Title 51 RCW for

purposes of this Section 5. Contractor and Transit have mutually negotiated this waiver.

7. INSURANCE

- A. Evidences and cancellation of insurance - Prior to execution of the Contract, the Contractor shall file with Transit evidences of insurance from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer(s) shall give, by registered mail, notice to Transit at least 30 days prior to the effective date of any cancellation, lapse, or material change in the policy. Any failure to mail such notice shall not relieve the insurance company, its agents, or representatives from obligations and/or liability hereunder. The Contractor shall, upon demand of Transit, deliver to Transit all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect so to obtain and maintain in force any such insurance or deliver such policy or action plan to acquire such insurance and/or deliver policies and receipts within three days or before any further performance hereunder, whichever is first. Failure to provide such insurance in a timeframe acceptable to Transit shall enable Transit to suspend or terminate the Contractor's work. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.
- B. Insurance requirements - The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- 1) Required Coverage-
 - a. Commercial General Liability - to include:
 - Premises and Operations
 - Explosion, Collapse, and Underground Hazards (where applicable)
 - Products/Completed Operations
 - Contractual Liability
 - Broad Form Property Damage
 - Independent Contractors
 - Personal/ Advertising Injury
 - Stop Gap Liability
 - b. Automobile Liability, including all
 - Owned vehicles

- Non-owned vehicles
- Hired vehicles
- c. Worker's Compensation
 - Statutory benefits
- d. Umbrella Liability
 - Excess of Commercial General Liability and Automobile Liability. Coverage should be as broad as primary.

2) Required Limits-

Commercial General Liability

- General Aggregate \$500,000
- Products/completed Operations \$500,000
- Each Occurrence Limit \$250,000
- Personal/ Advertising Injury \$500,000
- Fire Damage (any one fire) \$50,000
- Medical Payments (any one person) \$5,000
- Stop Gap Liability (each occurrence) \$500,000

Automobile Liability

- Bodily Injury/Property Damage (each occurrence) \$250,000

Worker's Compensation

- Show L&I employer I.D. number.

Umbrella Liability

- Each Occurrence Limit \$250,000
- General Aggregate Limit \$500,000
- Products/Completed Operations Aggregate \$500,000

c) Additional Requirements-

- a. Contractor shall name Transit, and its officers, officials, agents, and employees as Additional Insured's. Contractor shall provide Transit Certificates of Insurance and copies of policies, if requested, prior to commencement of work.
- b. All policies of insurance described above shall be on a primary basis and not contributory with any other insurance coverage and/or self-insurance carried by Transit.

8. TREATMENT OF ASSETS

- A. Title to all property furnished by Transit shall remain in the name of Transit and Transit shall become the owner of the work product and other documents, if any, prepared or developed specifically by Contractor for Transit pursuant to this Agreement, unless otherwise expressly provided herein.
- B. All drawings, specifications, and copies thereof furnished by Transit are the property of Transit. They are not to be used on other work, either wholly or in part by Contractor.

- C. Any proprietary software (“Software”) and related documentation provided to Transit are owned or licensed by Contractor and are protected by United States copyright laws, international treaty provisions and all other applicable national laws. Contractor hereby grants to Transit a non-exclusive, non-assignable, and nontransferable limited license to the Software and the related documentation to use for Transit’s business operations, subject to the terms and conditions of this Agreement. Except as provided in this Agreement, Transit has not been granted any right, title, or interest to any intellectual property rights in the Software and related documentation.
- D. Transit may not, and shall not, permit any third party to copy, modify, reverse engineer, decompile, or disassemble the Software, or loan, rent or provide access to the Software and documentation, for a fee or otherwise, to any third party, other than third-party service providers that have been approved in writing and trained by Contractor and who agree in writing to treat the Software and related documentation in accordance with the terms of this Agreement. Nothing in this section prohibits Mason Transit Authority from allowing third parties to install additional equipment purchased from Contractor.

9. COMPLIANCE WITH LAWS

Contractor, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of equipment, and licensing of individuals, and any other standards or criteria described in this Agreement to assure quality of services.

10. FEDERAL CHANGES

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

11. ENVIRONMENTAL PROTECTION

The Contractor shall comply with applicable portions of the following statutes, ordinances and regulations and such other regulatory measures dealing with the prevention of environmental pollution and the preservation of public natural resources as may be subsequently identified by Transit or other public agencies as applicable to the work.

- Federal. Natural Environmental Policy Act of 1969, 42 USC 4321 et Seq.; Executive Order 11514; Clean Water Act, 33 USC 1251 et seq.;
- State. Water Pollution Control Act, Chapter 90.48 RCW; State Environmental Policy Act of 1971, Chapter 43.21C RCW and WAC

Chapter 197-10; Noise Control Act of 1974, Chapter 70.107 RCW; Washington Clean Air Act, Chapter 70.94 RCW and WAC Chapter 1; Shoreline Management Act of 1971, Chapter 90.58 RCW.

- Regional. Any applicable Air Pollution Control District regulations.
- Mason County. Any applicable County ordinances and regulations.
- Local. Any applicable City of Shelton ordinances and regulations.

12. SAFETY AND HEALTH STANDARDS

It will be a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

13. PATENTS, TRADEMARKS AND COPYRIGHTS

If notified promptly in writing of any action brought against Transit based on a claim that the Products sold under this Agreement infringes a United States patent or trademark, Contractor will defend, or cause the manufacturer to defend, such action at its expense and will indemnify Transit against all costs and expenses incurred and damages awarded in any such action, provided that Contractor shall have sole control of the defense of any such action all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against Transit's use of any Products sold or licensed hereunder by reason of infringement of a United States patent or trademark, Contractor, at its option and at its expense, either will procure for Transit the right to continue using the equipment, to modify the same so that it becomes non-infringing without loss of any functions, or grant Transit a credit for such equipment as reasonably depreciated and accept its return.

Contractor shall not have any liability to Transit under any provision of this paragraph if any patent or trademark infringement, or claim thereof, is based upon (i) the use of the equipment in combination with machines or devices not sold by Contractor or otherwise approved by Transit at the time of installation of the Product or in a manner for which the equipment was not designed, (ii) Contractor's compliance with Transit's designs, specifications, or instruction, (iii) for any actions or claims of trademark infringement involving any marking or branding applied by Transit, or (iv) arising out of or relating to any modification of the Product (unless made or authorized by Contractor). This paragraph states the entire liability of Contractor with respect to infringement of patents or trademarks by the equipment sold hereunder or any part thereof or by the use of such equipment.

14. NONDISCRIMINATION

- A. Transit is an equal opportunity employer.
- B. Nondiscrimination in Employment. In the performance of this Agreement Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, gender, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, gender, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and programs for training including apprenticeships. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.
- C. Nondiscrimination in Services. Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, gender, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment and/or subcontracting have been authorized by Transit, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST

No Authority member, officer or employee of Transit shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

17. GRATUITIES AND KICKBACKS

- A. Gratuities - It shall be a breach of ethical standards for any person to offer, give or agree to give any Mason Transit Authority member, officer, employee, agent or former Authority member, officer, employee, or agent or for any Authority member, officer, employee, agent or former Authority member,

- officer, employee or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or Bid therefore.
- B. Kickbacks - It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

18. ASSIGNMENT

Contractor shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of Transit, and it is further agreed that said consent must be sought in writing by Contractor not less than thirty (30) days prior to the date of any proposed assignment. Transit reserves the right to reject without cause any such assignment.

19. CHANGES

Either party may request changes in the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made a part of this Agreement.

20. MAINTENANCE AND INSPECTION OF RECORDS

- A. Contractor shall maintain books, records, documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review or audit, by Transit, its authorized representative, the State Auditor or any of their authorized representatives or other governmental officials authorized by law to monitor this Agreement.
- B. Contractor shall retain all books, records, documents and other material relevant to this Agreement for five (5) years after Transit's final payment and all other pending matters are closed. Contractor agrees that Transit or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

- C. Contractor's fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Agreement upon request.

21. DISPUTES

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties will be decided by arbitration if the parties mutually agree, or in the Superior Court of Mason County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between Transit and Contractor.

22. TERMINATION

A. Termination for Convenience or Default. Transit may terminate the Agreement, in whole or in part, for Transit's convenience or because of the failure of Contractor to fulfill the contract obligations. Transit shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise or Transit has granted Contractor a cure period as set forth in (B) below), and (2) deliver to Transit all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of Transit, Transit shall make an equitable adjustment in the contract price such that all amounts due to Contractor for Products delivered and services performed are paid, but shall allow no anticipated profit on unperformed services.

If the termination is for failure of Contractor to fulfill the contract obligations, the Contractor shall only be paid for work delivered and accepted unless such work does not fulfill the contract obligations. Transit may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by Transit.

If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Transit.

B. Opportunity to Cure. Transit in its sole discretion may, in the case of a termination for breach or default, allow Contractor a commercially reasonable period of time in which to cure the defect. In such case, the notice of

termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Transit's satisfaction, the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from Transit setting forth the nature of said breach or default, Transit shall have the right to terminate the Agreement without any further obligation to Contractor, except that Contractor shall be paid for work delivered and accepted unless such work does not fulfill the contract obligations. Any such termination for default shall not in any way operate to preclude Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- C. Waiver of Remedies for any Breach. In the event that Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by Transit shall not limit Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

23. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

24. ATTORNEYS FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and costs incurred in such action or proceeding.

25. JURISDICTION

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Mason County, Washington.

26. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

27. CONFIDENTIALITY

Transit hereby agrees to receive and maintain all of the Software under strict confidentiality and to take all reasonable steps necessary to safeguard the confidentiality of the Software and all portions thereof so as to reasonably ensure that no unauthorized person or entity shall have access thereto.

28. ENTIRE CONTRACT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

TRANSIT:

Mason Transit Authority
790 E. Johns Prairie Rd.
Shelton, WA 98584

CONTRACTOR:

SAMPLE CONTRACTOR
Contractor's Address
City, State, Zip Code

By: Danette Brannin
Its: Acting General Manager

By: Authorized Representative
Its: Title

PART IV - REQUIRED SUBMITTALS

1. RFP/Q SUBMITTAL FORM

TRANSIT ADVERTISING SERVICES

Having carefully examined all requirements and terms and conditions identified in this Request for Proposal document, including the addenda listed below, the I/we agree to perform all work necessary to provide Mason Transit Authority with the specified advertising services.

Addenda number _____, dated _____	Addenda number _____, dated _____
-----------------------------------	-----------------------------------

I/we propose the following Minimum Annual Guarantee (MAG) payable to Transit for advertising conducted under this Contract:

Contract Year	MAG Amount
1	
2	
3	
4	
5	
Total	

I/we propose to provide Transit with the following percentage of Net Advertising Revenue (as defined in Part II, Section 9) above and beyond the Minimum Annual Guarantee proposed above, for advertising sold during the Contract period:

Net Advertising Revenue Percentage: %

Authorized Signature: _____

NAME OF SIGNATORY ABOVE (PRINTED)	SIGNATORY TITLE
SIGNATORY PHONE NUMBER ()	SIGNATORY EMAIL ADDRESS
COMPANY NAME	ADDRESS
BUSINESS PHONE NUMBER ()	TAX IDENTIFICATION NUMBER (TIN)
BUSINESS FAX NUMBER ()	URL (WEBSITE ADDRESS)

2. NON-COLLUSION AFFIDAVIT

STATE OF _____ }
 }ss.

COUNTY OF _____ }

_____, being first duly sworn, on oath says that ()he certifies that the proposal above submitted is a genuine and not a sham or collusive proposal, nor made in the interest or on behalf of any person not therein named; and ()he further says that the said proposal has not directly or indirectly induced or solicited any proposer on the above work or supplies to put in a sham proposal nor any other person or corporation to refrain from proposing; and that said proposer has not in any manner sought by collusion to secure to self-advantage over any other proposer or proposers.

SIGN HERE: _____

Subscribed and sworn before me this _____ day of _____, 2016.

Notary Public in and for the State of

My commission expires: _____

3. RFP/Q PROPOSER CHECKLIST

This checklist is provided for Proposer's convenience only and identifies the documents to be submitted with each Request for Proposals and Qualifications (RFP/Q/Q) submission.

Proposer submissions for RFP/Q 05-2016 must contain the following:

- One (1) "original" submission and three (3) "copies"; provided in binders or other bound format.
- Submissions are organized with tabs separating the following items in the order listed below.
 - Item A - Cover Letter
 - Item B - Statement of Qualifications and Experience of Firm
 - Item C - Staff Qualifications and Experience
 - Item D - Client References
 - Item E - Vendor References
 - Item F - Rate/Fee Schedule
 - Item G - Proposed Revenue Adjustment Plan
 - Item H - Additional Required Submittals
 - Proposal Submittal Form
 - Non-Collusion Affidavit
 - Copy of Washington State Business License
- Submissions are packaged for delivery to Mason Transit Authority in a sealed envelope or container. The envelope or other sealed container possesses a large, legible notation that reads **"SEALED SUBMISSION FOR ADVERTISING PROJECT"** on the outside.
- Submissions are shipped or delivered in a manner that will ensure receipt by Mason Transit Authority by the time and date identified in Section 5, Procurement Schedule. Proposers accept all risks of late delivery regardless of fault.

4. NO PROPOSAL RESPONSE FORM

Project Title: Transit Advertising Services

If electing not to submit a proposal for this project, please mail this completed form to:
Christina Fremont, Outreach Manager, Mason Transit Authority Shelton, WA 98584

COMPANY NAME	ADDRESS
BUSINESS PHONE NUMBER ()	EMAIL ADDRESS OR WEB URL

I/We respectfully decline this opportunity because:

- I/We cannot comply with specifications listed
- I/We cannot meet delivery requirement
- I/We do not regularly manufacture or sell this type of commodity
- Other (please specify) _____

Please provide further explanation as needed for the reason(s) selected above:
--

- I/We desire to be retained on the mailing list for future procurements of this commodity and nature
- I/We do not desire to be retained on the mailing list for future procurements of this commodity and nature

AUTHORIZED SIGNATURE	PRINTED NAME AND TITLE
	DATE