



OLYMPIA, WASHINGTON

**REQUEST FOR PROPOSALS/QUALIFICATIONS
PROJECT 1713**

TRANSIT ADVERTISING SERVICES

REQUEST FOR PROPOSALS/QUALIFICATIONS (RFP/Q) RELEASE DATE:

Thursday, March 9, 2017

QUESTION/CLARIFICATION DEADLINE:

Date: Wednesday, March 15, 2017 **no later than**

Time: 5:00 p.m. (PT)

PROPOSAL DUE DATE AND TIME:

Date: Thursday, March 30, 2017 **no later than**

Time: 3:00 p.m. (PT)

CONTACT PERSON:

Steve Krueger

Procurement Coordinator

(360) 705- 5833

Skrueger@intercitytransit.com

LEGAL ADVERTISEMENT

**REQUEST FOR PROPOSALS/QUALIFICATIONS
TRANSIT ADVERTISING SERVICES**

**INTERCITY TRANSIT
PROJECT 1713**

Intercity Transit (Transit), the public transportation provider in Thurston County, Washington, is seeking Proposals and Statements of Qualifications from full service bus advertising firms. Transit intends to award a five-year contract to market and manage Transit's bus advertising space, beginning on June 1, 2017.

Solicitation documents for this opportunity are available online through Washington's Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the RFP/Q 1713 solicitation documents in order to receive automatic e-mail notification of any future Addenda.

Proposals are due no later than Thursday, March 30, 2017 at 3:00 p.m. (PT).

Please contact Steve Krueger, Procurement Coordinator, by phone at (360) 705-5833 or email at skrueger@intercitytransit.com with any questions regarding this solicitation.

Intercity Transit is committed to maximum utilization of minority, women and disadvantaged businesses, and small businesses. All businesses are encouraged to apply.

PUBLISHED IN: The Olympian
 Daily Journal of Commerce
 Washington's Electronic Business Solution (WEBS)
 Office of Minority and Women's Business Enterprises (OMWBE)

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SECTION 1 - INTRODUCTION

1.1 PURPOSE AND BACKGROUND

Intercity Transit (Transit), the public transportation provider in Thurston County, Washington, is conducting this Request for Proposals/Qualifications (RFP/Q) in order to establish a replacement contract for Transit Advertising Services. Transit is seeking a firm to market and manage its available advertising space and maximize advertising revenue.

Transit is a municipal corporation that provides public transportation in an approximate 100 square mile area, to people who live and work in Olympia, Lacey, Tumwater, Yelm and the urban growth area of unincorporated Thurston County. Currently, Transit operates 25 bus routes, a Dial-A-Lift (DAL) program with door-to-door service for people with disabilities, a vanpool program, specialized van programs, and is active in community partnerships.

While our primary function is to provide public transportation, our buses and DAL vehicles also represent a cost-effective medium for advertising to the local population. Transit currently contracts with a full-service advertising firm to manage its advertising activity. The advertising revenue generated under the current contract, which is due to expire on May 31, 2017, is shared with Transit.

Our fleet currently includes 71 buses and 38 DAL vehicles, all of which are kept clean and can accommodate advertising space. Other Transit points of interest that may be meaningful to your clients include:

- Market research indicates that approximately 86% of our riders view Transit as “good” or “excellent”.
- Olympia is the State Capitol and the County Seat of Government.
- Buses provide Express bus service between Olympia, Lakewood and Tacoma along the I-5 corridor.
- Joint Base Lewis-McChord is located in close proximity to our service area. Approximately 4,000 military personnel and their families live in Thurston County.
- The population of Thurston County is anticipated to grow to 319,000 by 2020.
- There are 3 colleges with approximately 12,000 students in Transit’s service area.
- Riders use Transit to get to work (34%) go shopping (23%) and for personal business (23%).
- Transit operates 5 transit centers, 940 bus stops, 275 bus shelters, and 3 park & ride lots.
- The Over-65 population in Transit’s service area is projected to increase by 77 percent by the year 2045.

Below is the history of advertising revenue that Transit has earned since 2008.

| Year | Advertising Revenue |
|--------------|---------------------|
| 2008 | \$341,617 |
| 2009 | \$252,731 |
| 2010 | \$255,358 |
| 2011 | \$278,764 |
| 2012 | \$299,758 |
| 2013 | \$321,774 |
| 2014 | \$425,269 |
| 2015 | \$298,473 |
| <u>2016</u> | <u>\$365,207</u> |
| Total | \$2,838,951 |

1.2 SCOPE OF WORK

Transit seeks to partner with a highly competent, conscientious and reliable full service advertising firm to market and manage Transit’s available advertising space, maximize our advertising earning potential and safeguard our public image. The Awarded Contractor shall be responsible for performing all work in connection with the successful management of Transit’s available advertising space including but not limited to advertising sales, scheduling, production, installation, maintenance, repair, removal, accounting, billing, collection and revenue reporting. All costs related to the performance of these services and the fulfillment of contract obligations as described herein will be the responsibility of the Contractor.

1.3 CHARACTERISTICS OF THE CURRENT ADVERTISING FLEET

Transit’s current advertising fleet consists of 71 fixed-route buses and 38 paratransit Dial-A-Lift vans. Vanpool (ride-share) vehicles are excluded from use. Transit cannot assure individual vehicle routes. The available advertising space and frames currently installed on each Transit vehicle is as follows:

| 40’ Gillig Hybrids (Internal Advertising Space Also Available) | | | | |
|---|--------|--------|------------------|------|
| # | Street | Curb | Tail | Year |
| 400 | 30x144 | 30x88 | 18x60 Direct App | 2010 |
| 401 | 30x144 | 30x88 | 18x60 Direct App | 2010 |
| 402 | 30x144 | 30x88 | 18x60 Direct App | 2010 |
| 403 | 30x144 | 30x88 | 18x60 Direct App | 2010 |
| 404 | 30x144 | 30x88 | 18x60 Direct App | 2010 |
| 405 | 30x144 | 30x88 | 18x60 Direct App | 2010 |
| 410 | 30x144 | 30x144 | 18x60 Direct App | 2011 |
| 411 | 30x144 | 30x144 | 18x60 Direct App | 2011 |
| 412 | 30x144 | 30x144 | 18x60 Direct App | 2011 |
| 413 | 30x144 | 30x144 | 18x60 Direct App | 2011 |
| 414 | 30x144 | 30x144 | 18x60 Direct App | 2011 |
| 415 | 30x144 | 30x144 | 18x60 Direct App | 2011 |

| | | | | |
|-----|--------|--------|------------------|------|
| 416 | 30x144 | 30x144 | 18x60 Direct App | 2011 |
| 420 | 30x144 | 30x144 | 18x60 Direct App | 2012 |
| 421 | 30x144 | 30x144 | 18x60 Direct App | 2012 |
| 422 | 30x144 | 30x144 | 18x60 Direct App | 2012 |
| 423 | 30x144 | 30x144 | 18x60 Direct App | 2012 |
| 424 | 30x144 | 30x144 | 18x60 Direct App | 2012 |
| 425 | 30x144 | 30x144 | 18x60 Direct App | 2012 |
| 426 | 30x144 | 30x144 | 18x60 Direct App | 2012 |
| 427 | 30x144 | 30x144 | 18x60 Direct App | 2012 |
| 428 | 30x144 | 30x144 | 18x60 Direct App | 2012 |
| 429 | 30x144 | 30x144 | 18x60 Direct App | 2012 |

| 40' Gilligs (Internal Advertising Space Also Available) | | | | |
|--|---------------|-------------|------------------|-------------|
| # | Street | Curb | Tail | Year |
| 990 | 30x144 | 30x144 | 18x60 Direct App | 2007 |
| 991 | 30x144 | 30x144 | 18x60 Direct App | 2007 |
| 992 | 30x144 | 30x144 | 18x60 Direct App | 2007 |
| 993 | 30x144 | 30x144 | 18x60 Direct App | 2007 |
| 994 | 30x144 | 30x144 | 18x60 Direct App | 2007 |

| 35' Gilligs (Internal Advertising Space Also Available) | | | | |
|--|---------------|-------------|------------------|-------------|
| # | Street | Curb | Tail | Year |
| 920 | 30x144 | 30x88 | 18x60 Direct App | 2004 |
| 921 | 30x144 | 30x88 | 18x60 Direct App | 2004 |
| 922 | 30x144 | 30x88 | 18x60 Direct App | 2004 |
| 923 | 30x144 | 30x88 | 18x60 Direct App | 2004 |
| 924 | 30x144 | 30x88 | 18x60 Direct App | 2004 |
| 925 | 30x144 | 30x88 | 18x60 Direct App | 2004 |
| 926 | 30x144 | 30x88 | 18x60 Direct App | 2004 |
| 927 | 30x144 | 30x88 | 18x60 Direct App | 2004 |
| 930 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 931 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 932 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 933 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 934 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 935 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 936 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 937 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 940 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 941 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 942 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 943 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 944 | 30x144 | 30x88 | 18x60 Direct App | 2005 |
| 960 | 30x144 | 30x88 | 18x60 Direct App | 2007 |
| 961 | 30x144 | 30x88 | 18x60 Direct App | 2007 |

| | | | | |
|-----|--------|-------|------------------|------|
| 962 | 30x144 | 30x88 | 18x60 Direct App | 2007 |
| 963 | 30x144 | 30x88 | 18x60 Direct App | 2007 |
| 964 | 30x144 | 30x88 | 18x60 Direct App | 2007 |
| 980 | 30x144 | 30x88 | 18x60 Direct App | 2007 |
| 981 | 30x144 | 30x88 | 18x60 Direct App | 2007 |
| 982 | 30x144 | 30x88 | 18x60 Direct App | 2007 |
| 983 | 30x144 | 30x88 | 18x60 Direct App | 2007 |
| 984 | 30x144 | 30x88 | 18x60 Direct App | 2007 |

| 29' Gilligs (Internal Advertising Space Also Available) | | | | |
|---|--------|------|------------------|------|
| # | Street | Curb | Tail | Year |
| 970 | 30x88 | N/A | 18x60 Direct App | 2007 |
| 971 | 30x88 | N/A | 18x60 Direct App | 2007 |
| 972 | 30x88 | N/A | 18x60 Direct App | 2007 |
| 973 | 30x88 | N/A | 18x60 Direct App | 2007 |
| 974 | 30x88 | N/A | 18x60 Direct App | 2007 |
| 975 | 30x88 | N/A | 18x60 Direct App | 2007 |
| 976 | 30x88 | N/A | 18x60 Direct App | 2007 |
| 977 | 30x88 | N/A | 18x60 Direct App | 2007 |

| Dial-A-Lift Vans | | | | |
|------------------|------------------|--|-----|------------------|
| # | Tail | | # | Tail |
| 130 | 18x60 Direct App | | 161 | 18x60 Direct App |
| 131 | 18x60 Direct App | | 162 | 18x60 Direct App |
| 132 | 18x60 Direct App | | 163 | 18x60 Direct App |
| 133 | 18x60 Direct App | | 164 | 18x60 Direct App |
| 134 | 18x60 Direct App | | 165 | 18x60 Direct App |
| 140 | 18x60 Direct App | | 166 | 18x60 Direct App |
| 141 | 18x60 Direct App | | 167 | 18x60 Direct App |
| 150 | 18x60 Direct App | | 170 | 18x60 Direct App |
| 151 | 18x60 Direct App | | 171 | 18x60 Direct App |
| 152 | 18x60 Direct App | | 172 | 18x60 Direct App |
| 153 | 18x60 Direct App | | 173 | 18x60 Direct App |
| 154 | 18x60 Direct App | | 174 | 18x60 Direct App |
| 155 | 18x60 Direct App | | 175 | 18x60 Direct App |
| 156 | 18x60 Direct App | | 176 | 18x60 Direct App |
| 157 | 18x60 Direct App | | 177 | 18x60 Direct App |
| 158 | 18x60 Direct App | | 178 | 18x60 Direct App |
| 159 | 18x60 Direct App | | 179 | 18x60 Direct App |
| 160 | 18x60 Direct App | | | |

1.4 MATERIALS AND WORKMANSHIP

- A. Coordinate the scheduling of any advertising installation, removal or repair with Transit's Maintenance Supervisor Team to minimize disruption to Transit operations. This may mean working during non-standard (8 a.m. to 5 p.m.) work hours.
- B. Purchase, install and keep in good repair at its expense, all frames necessary for interior and exterior advertising displays. Exterior frames must be solid black unless otherwise approved in advance by Transit's Marketing and Communications Manager. All frames will become the property of Intercity Transit upon installation.
- C. Replace or repair defective frames during the Contract period at the request of the Transit's Marketing and Communications manager or Transit's Vehicle Maintenance Manager. Awarded Contractor may use undamaged advertising frames currently installed on Transit vehicles.
- D. Be responsible for the prompt repair or replacement of any damaged advertising materials, including frames.
- E. Ensure that the appearance of advertising media and hardware on Transit vehicles is neat, clean, and tasteful at all times.
- F. Refrain from using tools, materials or methods that may result in structural or cosmetic defects to Transit Vehicles. Accordingly, all frames, materials, and methods for affixing frames and materials to Transit vehicles must be approved in advance by Transit's Vehicle Maintenance Manager.
- G. Be responsible for all costs related to the repair of any damage occurring to Transit vehicles resulting from the advertising or workmanship. 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 coach or DAL vehicle 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 Transit's Vehicle Maintenance Manager.
- H. With the exception of pre-approved expanded tail and driver-side Kong displays, ensure advertising does not extend outside the frames without prior approval of Transit's Marketing and Communications Manager. Advertising must 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 advertising related materials will obstruct the driver's visual area.

1.5 EXPANDED TAILS AND SIDES

A maximum of 25% of the fleet may be made available for expanded tail displays. A maximum of 30% of the bus fleet may be made available for side Kong displays. Contractor must submit all requests for expanded tail and/or Kong displays to Transit with an illustration showing the proposed advertisement for advance approval by Transit. Any bus with an expanded tail display or 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 Transit Vehicle Maintenance Manager.

1.6 INTERIOR ADVERTISING

Contractor shall use plastic clips and strips to support interiors signs and shall establish a regular maintenance and inventory program. No holes may be made in the interior of the Transit Vehicles without advanced written approval by the Vehicle Maintenance Manager.

1.7 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. Transit will limit its reserved advertising to 10% of the total frame inventory annually. 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 10 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. Transit Promotional Campaigns. If applicable, Transit and Contractor shall negotiate, 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.

1.8 ADVERTISING CONTENT

Transit's mission is to provide and promote public transportation choices that support an accessible, sustainable, livable, healthy, and prosperous community. Our vision is to be a leading transit system in the country, recognized for our well-trained, highly motivated, customer-focused, and community-minded employees committed to enhancing the quality of life for all citizens of Thurston County. Advertising content that may impede Transit's ability to fulfill its mission or vision should not be accepted by the Contractor. This includes but is not limited to the following restrictions:

- A. Contractor shall not accept advertising content that:
 - Is obscene, indecent, immoral, libelous, profane, defamatory, or illegal ;
 - Ridicule individuals or groups of people;
 - Tends to incite violent, criminal, or anti-social behavior or an imminent breach of the peace, including, but not limited to, epithets based on race, color, creed, religion or gender;
 - Provokes an imminent lawless act and is likely to produce such action;
 - Promotes liquor, wine, beer, cannabis or tobacco products, X rated movies, adult book stores, adult video stores, nude dance clubs, adult Internet sites and escort services;
 - Depicts, or reasonably appears to depict sexual or excretory organs or sexual or excretory activities; and
 - Is likely to create a safety hazard by distracting drivers or pedestrians.
- B. Contractor shall be permitted to sell political and other noncommercial advertising provided that the advertisement includes 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 _____."

- C. Contractor shall review all advertising for restricted and/or potentially controversial material. It is the responsibility of the Contractor to work with potential advertisers to insure ads fall within the restrictions as well as the intent of the mission and vision.
- D. Contractor shall consult with Transit’s Marketing and Communications Manager regarding any questionable advertising. All questionable content must be reviewed and be pre-approved by Transit’s Marketing and Communications Manager prior to use.
- E. Contractor shall receive and respond to complaints regarding advertising content in coordination with Transit. Contractor shall promptly remove advertising at the direction of Transit.

1.9 PUBLIC SERVICE ADVERTISING

Contractor shall not pursue public service advertising, or any other type of advertising which does not produce revenue consistent with commercial rates, unless the lack of paid advertising renders the available space for non-commercial or public service advertising. All such postings must be approved in advance by Transit’s Marketing and Communication Manager and will be done so on a case by case basis.

1.10 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 (whichever is more).
- C. Contractor shall provide revenue payments to Transit on a quarterly basis as follows:

| <u>Revenue Period</u> | <u>Payment Due By</u> |
|-----------------------|-----------------------|
| Jan – Mar | Apr 15 |
| Apr – Jun | Jul 15 |
| Jul – Sep | Oct 15 |
| Oct – Dec | Jan 15 |

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

1.11 ADDITIONAL REVENUE GENERATION

It is to the benefit of Transit and our Contractor to maximize advertising revenue in a responsible manner that safeguards Transit’s public image. Therefore:

- 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 (MAG) originally established by this Contract.

1.12 TRANSITION RESPONSIBILITIES

In the event the Successful Proposer is other than the current Contractor, the new Contractor shall be responsible to negotiate the acquisition of any ongoing Transit advertising agreements with the current Contractor.

1.13 REPORTS

- A. Within fifteen (15) calendar days after the end of each payment quarter, Contractor shall submit a financial statement sufficient to audit the account for advertising for the preceding quarter to the Transit Finance Manager. Each statement shall be in the form prescribed by the Transit Finance 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 a 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 Contractor upon request to assist in promoting sales and understanding the Transit marketplace.

1.14 PROJECT MANAGEMENT

Contractor shall perform project management duties necessary to maximize earning potential of Transit's available advertising space. Contractor responsibilities may include, but are not limited to:

- Contacting potential clients;
- Generating advertising sales and minimize ad space vacancy;
- Scheduling advertising placement;
- Screening advertisements for restricted content;
- Producing advertising medium;
- Installing and maintaining advertising medium and frames (as applicable);
- Submitting advertising revenue and related reports; and
- Coordinating with Transit in the fulfillment of contract obligations.

1.15 CONDUCT AND COMPLIANCE WITH POLICIES

Contractor shall be responsible for ensuring that employees or subcontractors assigned to work on Transit property comply with the following:

- A. Contractor shall access Transit vehicles only for the purpose of performing services in connection with this Contract;
- B. Contractor shall notify the maintenance personnel on duty 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. Use of tobacco products is allowed in designated areas only.
- E. Contractor is prohibited from possessing weapons while on Transit property.

1.16 PROPOSER QUALIFICATIONS

To be eligible for award the Proposer must at a minimum:

- A. Be licensed to do business in the State of Washington.
- B. Possess a proven track record for success in the marketing, management and maintenance of advertising space.
- C. Provide an account representative with demonstrated experience in transit advertising sales.
- D. Be a responsive and responsible supplier in good standing.
- E. Maintain liability insurance, naming Transit as an additional insured.

1.17 AWARD

Transit intends to award a Term Contract to the responsive responsible Proposer whose Proposal meets all RFP/Q requirements and is determined the most advantageous to Transit.

This Solicitation does not obligate Transit to contract for the services specified herein. Transit reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic objectives of the agency.

1.18 CONTRACT TERM

The initial term of the Contract resulting from this RFP/Q will be for two (2) years from the date of execution. The Contract may be extended for three (3) additional one (1) year terms. The total Contract term will not exceed five (5) years, unless special circumstances dictate otherwise. Extension for each additional term may be offered and the sole discretion of Transit and will be subject to written mutual agreement.

SECTION 2 - GENERAL INFORMATION

2.1 PROCUREMENT COORDINATOR

All questions and communication concerning this Solicitation must be directed to the Procurement Coordinator listed below. All oral communication will be considered unofficial and non-binding. Proposers are to rely only on written statements issued by the Procurement Coordinator.

Procurement Coordinator: Steve Krueger
Email Address: skrueger@intercitytransit.com
Address: Intercity Transit
526 Pattison Street SE
Olympia, WA 98501

2.2 ANTICIPATED PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. Transit reserves the right to change the schedule. Transit will post any changes to Pre-

Proposal date or Proposal Due Date and Time on Washington’s Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>.

| Procurement Activity | Date and Time (Pacific Time) |
|---|-------------------------------------|
| RFP/Q Release | March 9, 2017 |
| Pre-Proposal Meeting | N/A |
| Questions and Requests for Clarifications Due | March 15, 2017 – 5:00 p.m. |
| Proposal Due Date and Time | March 30, 2017 – 3:00 p.m. |
| Evaluations, Interview & Negotiations | April 2017 |
| Anticipated Contract Award Date | May 3, 2017 |
| Anticipated Contract Start Date | June 1, 2017 |

2.3 SOLICITATION DOCUMENT AVAILABILITY

Solicitation documents may be accessed on-line through [WEBS](#). Proposers are responsible to register in WEBS and download the Solicitation Documents. Contact WEBS customer service at (360) 902-7400 or WEBSCustomerService@des.wa.gov if you require assistance with the WEBS registration process or need help accessing the Solicitation Documents.

Transit will post Addenda or any schedule changes on WEBS. Proposers are responsible to check for updates and obtain any Addenda related to this Solicitation. Failure to do so may result in the submission of a Proposal that is inconsistent with the most current information and may result in disqualification.

2.4 EXAMINATION OF DOCUMENTS

Proposer must thoroughly examine all Solicitation Documents, including but not limited to, the RFP/Q, Solicitation Standards, Sample Contract, Proposal Submittal Document, any other material referenced or incorporated herein, and any Addenda. Submission of a Proposal constitutes acknowledgment that the Proposer has thoroughly examined all Solicitation Documents.

Proposer’s failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations and permits will in no way relieve the Proposer from any obligations with respect to the Proposal or any resulting Contract.

Transit will reject claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this RFP/Q.

2.5 QUESTIONS AND CLARIFICATION REQUESTS

Proposer questions and/or requests for clarification regarding this RFP/Q will be allowed consistent with the respective dates specified in the Anticipated Procurement Schedule. All Proposer questions and/or requests for clarification must be submitted in writing via email to the Procurement Coordinator. It is at Transit’s sole discretion to accept or reject any request for changes.

Transit will provide an official written response to Proposer questions received by the respective deadlines. Proposers must not rely on any oral statements or conversations, whether at the Pre-Proposal Meeting or otherwise, with Transit representatives for questions or clarifications regarding this RFP/Q. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted to WEBS in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract.

If no requests for clarification are received, Transit will construe silence as acceptance and that the Proposer intends to comply with the Solicitation Documents as written in their entirety.

2.6 SOLICITATION STANDARDS

The Solicitation Standards document is included in [Appendix B](#). The Solicitation Standards document contains important information for Proposers applicable to this Solicitation. The terms and conditions provided in the Solicitation Standards document apply directly to, and are incorporated by reference, into this Solicitation and the Contract resulting from this Solicitation. As such, Proposers do not need to attach this document with their Proposal. It is the Proposer's responsibility to read and fully understand the details of all items contained herein prior to Proposal submittal.

2.7 CONTRACT TERMS

A Sample Contract has been included in [Appendix C](#). Intercity Transit expects the final Contract signed by the successful Proposer to be substantially the same as the Sample Contract. Proposer's submission of a Response to this Solicitation constitutes general acceptance of these Contract requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional Contract terms and conditions during negotiation of the final Contract.

2.8 INCORPORATION OF DOCUMENTS INTO CONTRACT

A Proposal submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Proposer's Response will be incorporated by reference into the resulting Contract.

SECTION 3 - PROPOSAL SUBMITTALS

Respond to the following requirements in this section.

3.1 PROPOSAL SUBMITTAL REQUIREMENTS

Proposal submittal instructions are detailed in the Proposal Submittal Document embedded in [Appendix A](#). Proposer must complete and submit the Proposal Submittal Document. Incomplete or vague responses may be considered non-responsive and may be rejected. Failure to include all items listed below may result in disqualification.

Proposer Acknowledgements

The Proposer Acknowledgements must be signed by the Proposer's Authorized Representative. Proposer must complete the acknowledgement of Addenda receipt box(es) by filling the "addenda numbers" fields for each Solicitation Addenda issued, and complete the signature box information on the Proposer Acknowledgements page.

Proposer Information

Proposer must complete the Proposer Profile, Proposer Authorized Representative, Proprietary or Confidential Information, and Certified DBE and SBE Status, Statement of Prior Contract Termination sections.

Subcontractor Information

Proposer is instructed to complete the Subcontractor Information section if the Proposer intends on utilizing Subcontractors. If Proposer does not intend to use Subcontractors, the Proposer is not required to complete this section of the Proposal Submittal Document. If no information is entered, Transit will assume that Subcontractors will not be used.

Transit will accept Proposals that include third party involvement only if the Proposer submitting the Proposal agrees to take complete responsibility for all actions of such Subcontractors. Proposer must disclose the use of any Subcontractor(s) in their Proposal.

If applicable, Proposer will identify all Subcontractors who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone, email, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status. Transit reserves the right to approve or reject any and all Subcontractors that Proposer proposes. Any Subcontractors not listed in the Proposer's Response, who are engaged after award of the Contract, must be pre-approved, in writing, by Transit before providing services under the Contract.

References

Proposer must submit a **minimum of three (3)** references for which the Proposer has provided services similar to those described herein.

Through this submission, Proposer grants permission to Transit to independently contact the references. Transit reserves the right to obtain and consider information from other sources concerning a Proposer, such as Proposer's capability and performance under other contracts, Proposer's financial stability, past or pending litigation, and other publicly available information.

Qualifications

Proposer must complete the Qualification section that will be used to evaluate and score the Proposer's ability to perform the requested services.

Revenue Sharing Proposal

Proposer must complete the Revenue Sharing Section that will be used to evaluate and score the Proposer's potential for generating Transit advertising revenue.

Prices will be in U.S. dollars. The Proposer's offer will remain firm for a minimum of sixty (90) Calendar Days from the Proposal due date.

Proposer's offer will include all cost and everything necessary to perform the requested services and fulfill Contract obligations. This includes but is not limited to, furnishing of all materials, delivery costs, equipment, tools, labor and services, Proposal preparation costs, Contract management costs and administrative costs, except as may be provided otherwise in the solicitation documents.

All applicable taxes which the Awarded Contractor is required to pay, including retail sales or use taxes, must be included in the Proposer's offer. No adjustments will be made in the amount to be paid to Transit under the Awarded Contract due to any misunderstanding by or lack of knowledge of the Proposer as to liability for, or the amount of, any taxes for which the Proposer is liable or responsible by law or under the Awarded Contract or because of any increases in tax rates imposed by any Federal, State or local government.

3.2 SUBMITTAL INSTRUCTIONS

Proposal submittal instructions are detailed in the Proposal Submittal Document embedded in [Appendix A](#).

3.3 LATE PROPOSALS

Any Proposal received after the exact time specified for Proposal due date and time will not be accepted or receive consideration. The exact time is designated as the date and time received by Transit's Administrative Office Receptionist.

3.4 PROPOSER RESPONSIVENESS

Proposer must respond to each question/requirement contained in this RFP/Q. Failure to demonstrate to Transit that your firm meets RFP/Q requirements and/or comply with any applicable item may result in the Response being deemed non-responsive and disqualified from further consideration.

Transit, at its sole discretion, reserves the right to consider the actual level of Proposer's compliance with Solicitation requirements, accept or reject any and all Proposals received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Proposal.

SECTION 4 - EVALUATION AND AWARD

4.1 OVERVIEW

The responsive responsible Proposer whose Proposal is determined to best meet all RFP/Q requirements and is the most advantageous to Transit, based on the evaluation factors described herein, will be declared the successful Proposer. All Proposals are subject to Transit's final approval as to whether they meet all RFP/Q requirements.

4.2 EVALUATION CRITERIA

The scores for each Proposal will be assigned a relative importance for each scored section, listed in order of importance as follows:

PHASE 1 EVALUATION

| Phase 1 Requirements | Max Points |
|-----------------------------|-------------------|
|-----------------------------|-------------------|

| | |
|---------------------------------------|-------------------|
| Qualifications: | 60 points |
| Revenue Sharing Proposal: | 40 points |
| Total Possible Phase 1 Points: | 100 points |

PHASE 2 EVALUATION (OPTIONAL)

| | |
|--------------------------------------|-------------------|
| Phase 2 Requirements | Max Points |
| Interview: | 100 points |
| Total Possible Phase 2 Points | 100 points |

If it is deemed to be in the best interest of Transit to only complete the Phase 1 Evaluation, there are a maximum of 100 points available. If it is deemed to be in the best interest of Transit to complete both the Phase 1 and Phase 2 Evaluations, there are a maximum of 200 points available.

4.3 EVALUATION PROCESS

1. Initial Determination of Responsiveness (pass/fail)

Responses will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in this RFP/Q. Only responses that meet this requirement will move to the next evaluation step.

Transit reserves the right to determine at its sole discretion whether the Proposer’s Response meets the Responsiveness criteria as set forth within this document. If all responding Proposers are determined to be deemed Non-Responsive, Transit will cancel the Solicitation and reject all Proposals.

Only Responses that pass the Initial Determination of Responsiveness review will be further evaluated based on the requirements in this Solicitation.

2. Phase 1 Evaluation – Qualifications (scored)

a. Qualifications Evaluation:

Evaluators will score the Proposer’s response to the Qualifications section. The Procurement Coordinator will tabulate the evaluation team’s scoring. Transit will calculate a single score for each Proposer. There are a maximum of **60 points** available for the Qualifications.

b. Revenue Sharing Proposal Evaluation:

Evaluators will score the Proposer’s plan and strategy to maximize Transit advertising revenue together with the Proposer’s five (5) year revenue projection. There are a maximum of **40 points** available for the Revenue Sharing.

c. Proposer Total Phase 1 Score:

The Proposer’s Total Phase 1 Scores will be calculated by summing Qualifications points and Revenue Sharing points (maximum of **100 points**) to determine the Proposer’s total Phase 1 Score.

3. Phase 2 Evaluation - Interview (scored)

Transit reserves the right to schedule Interviews if determined to be in the best interest of Transit. In the event an Interview is required, Transit will contact the top-scoring Proposer(s) to schedule an interview date, time, and location. Commitments made by the Proposer during the Interview, if any, will be considered binding. A score of up to 100 additional points will be awarded for the Interview. The Proposer's Interview score will then be added to the Proposer's total Phase 1 score in determining the Proposer's final score. The Proposer with the highest overall point total will be identified as the Apparent Successful Proposer.

4. References (pass/fail) (Optional)

Transit reserves the right to check references after Proposal submittal, to assist in determining the overall responsibility of the Proposer. References may be checked during Proposal evaluation determine the responsibility of Proposers. Transit reserves the right to reject any Proposal submittal if the Proposer receives unfavorable references and may use results as a factor in award. Transit reserves the right to seek and substitute other references to determine the sufficiency of the Proposer's level of responsibility.

5. Evidence of Qualification (pass/fail)

After Proposal submittal, Transit reserves the right to make reasonable inquiry and/or requests for additional information, to assist in determining the overall responsibility of any Proposer. Requests may include, but are not limited to, educational degrees, business licenses, financial statements, credit ratings, references, record of past performance, experience, available equipment, criminal background check, clarification of Proposer's offer, and on-site inspection of Proposer's or Proposer's Subcontractor's facilities. Failure to respond to said request(s) may result in the Proposer being deemed non-responsive and thus disqualified. Transit reserves the right to reject any Proposal where, upon investigation of the available evidence or information, Transit is not satisfied that the Proposer is qualified to fulfill Contract requirements.

4.4 OVERVIEW OF THE AWARD PROCESS

The Apparent Successful Proposer, if any, will be the responsive, responsible, qualified Proposer who's Proposal, in the sole opinion of Transit, best meets the requirements set forth in this RFP/Q and is in the best interest of Transit. Transit may enter into Contract negotiations with the Apparent Successful Proposer.

All responsive Proposers responding to this solicitation will be notified when Transit has determined the Apparent Successful Proposer.

If Transit and the Apparent Successful Proposer are unable to negotiate an acceptable Contract within a reasonable amount of time, Transit will terminate negotiations and may proceed to negotiations with the next highest ranked Proposer.

Transit will be required to make a recommendation of the Apparent Successful Proposer to the Intercity Transit Authority (Authority). If the Authority concurs, a Contract will be awarded to the Apparent Successful Proposer.

4.5 CONTRACT TERMS AND NEGOTIATIONS

The objective of negotiations is to reach agreement on all provisions of the proposed Contract. To assist in the negotiations, a Sample Contract is included in [Appendix C](#).

4.6 EXECUTION OF CONTRACT AND NOTICE TO PROCEED

The successful Proposer will execute the final Contract in duplicate and return to Transit, together with the evidences of insurance, within ten (10) Business Days of its receipt. After execution by Transit, one (1) original signed Contract will be returned to the Awarded Contractor.

4.7 POST AWARD MEETING

The Awarded Contractor may be required to attend a post award meeting scheduled by the Procurement Coordinator to discuss Contract performance requirements. The time and place of this meeting will be scheduled following Contract award.

APPENDIX A - PROPOSAL SUBMITTAL DOCUMENT

Proposal Submittal Document: Proposers must complete and submit the below Proposal Submittal Document as their Proposal.



1713 Submittal
Document.doc

APPENDIX B - SOLICITATION STANDARDS

Solicitation Standards: This document contains the Standard Definitions, Instructions to Proposers and Terms and Conditions. This document does not need to be submitted, however Proposers are instructed to be familiar with it as it governs this Solicitation and will be incorporated into the resulting Contract.



1713 Solicitation
Standards.docx

APPENDIX C - SAMPLE CONTRACT

Sample Contract Document: Transit expects the final Contract signed by the successful Proposer to be substantially the same as this Contract. This document does not need to be submitted, however Proposers are instructed to be familiar with it.



1713 Sample
Contract.docx