



Request for Proposal

RFP # 2020 - 294

Transit Advertising Sales

**Proposal Submission Deadline:
Monday, November 30, 2020**

**Whatcom Transportation Authority
4011 Bakerview Spur Road
Bellingham, WA 98226
Phone (360) 788-9332
Fax (360) 788-9532
Procurement@ridewta.com**



Contents

Part 1 – Introduction 3

Part 2 – Scope of Work..... 4

 2. A Introduction..... 4

 2. B Background..... 4

 2. C General Technical Requirements 4

 2. D Scope of Work..... 8

 2.E Contract Deliverable Requirements..... 12

 2. F Contractor Performance Reviews..... 13

Part 3 - Submission Guidelines..... 15

 3. A Procurement Schedule 15

 3. B Proposal Guidelines..... 15

 3. C Minimum Proposer Qualifications..... 16

 3. D Proposal Submission..... 17

 3. E Questions About the RFP..... 17

 3. F Submission Packages..... 17

 3. G Conflict of Interest..... 18

 3. H Addenda 19

 3. I Contact with WTA 19

 3. J Protest Procedures 19

 3. K Inter-local Purchasing 21

 3. L Request for Clarification, Deviation, or Substitutions..... 21

Part 4 – Proposal Evaluation 22

 4. A Evaluation Procedures 22

 4. B Evaluation Criteria 23

 4. C Responsibility Review 24

 4. D Best and Final Offers (BAFO)..... 24

 4. E Notice of Intent to Award..... 25

 4. F Trial Period and Right to Award to Next Lowest Bidder 25

Part 5 – Special Terms and Conditions..... 26

 5. A Contract Term, Compensation, and Invoice Payments..... 26

 5. B Insurance Requirements 26

 5. C Subcontractors 28

 5. D Limitations of Liability 28

Part 6 – Public Disclosure Law 29

Part 7 – Exhibits & Appedices 30

 Proposer’s Checklist..... 30



Part 1 – Introduction

Whatcom Transportation Authority (WTA) is a Public Transportation Benefit Area (PTBA), defined by RCW Chapter 36.57A, and provides fixed route and paratransit service throughout Whatcom County, Washington. Whatcom County is in the northwest corner of Washington State. The transit revenue fleet consists of 61 fixed route buses, 42 paratransit vehicles, and 31 vanpools.

WTA's service area includes the cities of Bellingham, Ferndale, and Lynden, as well as incorporated regions surrounding these communities. In 1993 the Lummi/Marietta area was annexed and incorporated into the WTA service area, and in 1994 the Western Whatcom County area (Blaine/Birch Bay/Semiahmoo/Cherry Point) was also annexed and incorporated.

WTA's mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service
- Offering environmentally sound transportation choices
- Providing leadership in creating innovative transportation solutions
- Partnering with our community to improve transportation systems

Additional information about WTA can be found at www.ridewta.com.

WTA is currently seeking a firm to manage all aspects of its exterior transit advertising program.

Proposers are required to adhere to the terms and conditions of this solicitation packet. WTA will not negotiate any aspect of the required service or contract once the Intent to Award is issued. WTA will not make any concessions for proposers who are not completely familiar with the scope or contract requirements.

All submittals become the property of WTA and are subject to public disclosure after award.

Throughout this RFP the terms vendor, Contractor, and Proposer are used interchangeably. In general, the term Proposer means those who submit a proposal in response to this RFP, while a vendor or Contractor is a Proposer who has been selected and enters a contract to provide the services.

Equal Opportunity: Small, minority and women-owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, are encouraged to submit proposals in response to this solicitation. WTA ensures non-discrimination in the award and administration of all contracts, creates a level playing field where DBE's can compete fairly, and remove barriers to the participation of DBE's in our contracts.



Part 2 – Scope of Work

2. A Introduction

Whatcom County has very few opportunities for outdoor advertising, which increases the value of transit advertising.

WTA buses serve major retail shopping centers, employment centers, medical and dental complexes, Western Washington University, three smaller colleges, public and private schools, and centers for recreational activity. Buses travel on major local arterials, as well as on Interstate 5 (including between Bellingham and Mt. Vernon) and State Highway 542 (Mt. Baker Highway). Paratransit minibuses also cover smaller streets in neighborhoods.

WTA contracts with an outside firm to sell advertising space, install WTA approved ads on its coaches and manage advertising as it relates to the scope of work, including compliance with WTA’s Policy Defining Prohibited Transit Advertising Content.

2. B Background

The following breaks out revenue received from the current contract, which expires January 2021.

Year	WTA Revenue total
2016	\$190,682.02
2017	\$142,287.96
2018	\$178,062.98
2019	\$172,724.93
Through July 2020	\$63,565.02

The existing contract provides WTA with a minimum payout of \$100,000 per year plus 60% of revenue sales.

2. C General Technical Requirements

Vendor will have the right and be responsible for soliciting and selling advertising space in the following locations:

- Up to a maximum of the exterior areas of 45 of WTA’s current fixed route buses, as designated by WTA in its discretion.
- As an option, all of WTA’s current paratransit minibuses.
- As an option, the back cover of WTA’s Transit Guide. (45,000 copies per year.)
- As an option, vendors may also contract ad space within WTA buses, subject to parameters set by WTA. This is not a requirement to the scope but may be available if there is interest.



WTA retains the right to increase or decrease the available fleet size in response to service needs or increases/decreases in funding. WTA will notify the vendor in writing at least sixty (60) days in advance of any changes to fleet size.

Advertising space will be made available in the general size categories described below. WTA prohibits advertising on the front of the bus. Ads must not obscure visibility of the driver on the street or curb sides of the bus.

The selected vendor will serve as an independent contractor. Nothing in the solicitation or forthcoming contract is intended to create, or be construed as creating any partnership, joint venture, or agency relationship between WTA and the vendor.

The vendor will have the exclusive rights to sell, manage, and enter into contracts with other third parties desiring to advertise on WTA buses. Spaces are located on the exterior of bus, subject to all limitations, rules, restrictions, exceptions, and rights adopted by WTA expressly included or implied within this solicitation, or as otherwise adopted by WTA at any time. The vendor will not offer discounts, Buy One-Get One offers, or any other marketing hook to potential advertisers that results in a reduction of potential revenue.¹

The vendor shall be granted the right to subcontract portions of the advertising sales program to other parties, subject to review and written approval by WTA. All provisions of this RFP and any contract with the vendor shall apply to subcontractors.

Vendor will be able to solicit use of all WTA designated exterior advertising spaces on up to a maximum of 45 of WTA's fixed route buses and all paratransit minibuses. Such locations for advertising shall only be those areas designated by WTA, and specifically shall not include the following:

- Front and top of any bus
- Front or rear passenger-loading door
- Driver-side front window
- More than 25% of total window surface, not including the front window, driver windows and rear-most windows on curb and street side
- Bus shelters
- Electronic destination signs
- Rider information publications and materials, except the back cover of the transit guide
- Discounts, Buy One-Get One offers, or any other marketing hook that results in a reduction of potential ad revenue².

¹ Washington State Constitution Article VIII, Section 7 "Credit Not To Be Loaned"

² Washington State Constitution Article VIII, Section 7 "Credit Not To Be Loaned"

Revenue Share

Vendor shall pay WTA an agreed upon amount in exchange for the rights to solicit use of the advertising spaces.

During each month of the Agreement, the vendor shall pay either an Annual Minimum Guarantee (the Annual Guarantee), a percentage of revenue earned by the vendor from advertising sales, or a combination of both.

WTA reserves the right to negotiate higher revenue share as part of the contract renewal process.

Rights Retained by WTA

WTA reserves exclusive control and the right to post promotional and advertising materials on its remaining twelve (12) fixed route buses. WTA further reserves the right to use exterior advertising spaces for promotional and public service advertising where spaces remain unsold by the vendor.

Restrictions on Advertising Content

WTA has adopted the following policy “Defining Prohibited Transit Advertising Content”, and included in this RFP as Appendix D (“Policy”). All advertisements secured by vendor shall be required to comply with: (1) the Policy as now stated, or as amended in the future; (2) all of the requirements and protocols set out herein; and (3) any other restrictions and policies adopted by WTA at any time. In general, WTA’s transit advertising program is designed to maximize revenue in a manner that supports its overall mission of providing efficient and safe public transportation services. As such, WTA can only allow transit advertising that is consistent with and will not interfere with WTA’s efforts to provide such services.

It is therefore essential that any transit advertising be consistent with WTA’s mission, including that its services are safe and efficient, that it maintain a non-discriminatory environment and avoid discrimination claims, that passengers feel welcomed when using its services, that it maintain an environment that is appropriate for minors, and that members of the general public perceive WTA as creating a secure and welcoming environment. These are based upon the overall goal of maximizing ridership and providing safe and efficient public transportation services. As such, any advertising must maintain WTA’s neutrality and avoid even the potential occurrence of any negative association of WTA with controversial subjects. No advertising will be permitted that would result in the diversion of administrative or other resources away from WTA’s providing of public transportation services, cause passengers to feel unsafe or unwelcome using WTA’s services, or tend to discourage rather than promote WTA’s ridership, or cause threats to or disruption of such services. WTA prohibits certain types of transit advertising that it has found to be inconsistent with its mission.

By making its buses available for limited advertising, WTA does not expressly or implicitly convert these areas to a general or designated public forum for any speech or expressive activities. WTA only permits advertising that conforms to agency policy and retains strict control over any advertising accepted under the Policy, to the maximum extent allowed by law.

Each proposed advertisement shall be reviewed, and vendor shall prohibit advertisement that includes any unacceptable content. "Unacceptable content" means language or images that a reasonably prudent person, knowledgeable of WTA's ridership and using prevailing community standards, would find:

- Express or advocate an opinion, position or viewpoint on matters of public debate related to economic, political, religious or social issues.
- Promote or encourage the sale or use of tobacco, e-cigarettes or related products.
- Promote or encourage the sale or use of alcohol or related products.
- Promote or encourage the sale or use of medical or recreational marijuana, other drugs or related products.
- Promote or encourage the sale, possession or use of weapons or firearms.
- Promote or encourage the use or possession of unlawful or illegal goods or services.
- Promote or encourage unlawful or illegal behavior or activities. Promote or encourage adult goods, entertainment, services, movies or games. This includes brand names, trademarks, slogans, or other materials which are identifiable with adult products, services or websites. This also includes films rated NC-17 or X and video games rated A or M.
- Depict violence of any kind.
- Contain profanity, obscene or offensive material, nudity, or depict sexual activities in a way that is inappropriate for the public transit environment, including for viewing by minors.
- State a position regarding any political party or candidate.
- State a position regarding any initiative, referendum, proposition, proposed or existing law or ballot measure.
- Imply or declare WTA's endorsement of any service, product, or point of view without prior written consent by WTA.
- Contain false, misleading, or deceptive claims.
- Appear demeaning or disparaging towards an individual or group on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, sexual orientation, gender identity and expression, or any other characteristic protected under federal, state or local law.
- Contain libelous speech, copyright or trademark infringements or other elements that could subject WTA to litigation.
- Direct viewers to websites or call centers whose purpose can't be determined by the advertisement itself, or to websites or call centers promoting subjects prohibited by this policy.

- Contain material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with, the operation, or business reputation of the transit system.
- Present a risk of rioting, disorder or other immediate threat to peace or public safety.

The vendor must provide a proof (in either .jpg or .pdf format) showing the content of all advertising that has been selected to the Community Relations and Marketing Manager at least twenty (20) days before it is to be placed on a WTA vehicle, who shall then evaluate the proposed advertising to confirm that it meets the above guidelines. If the Community Relations and Marketing Manager concludes that the proposed advertising does not meet any guideline, then it shall not be placed on a WTA vehicle or any other WTA material.

The Community Relations and Marketing Manager will address complaints from the public and communicate major complaints to WTAs Executive Team.

Vendor shall remove any advertisement containing prohibited content as determined by WTA. These advertisements must be removed within 48 hours of receiving such notification. Vendor shall include within all contract with advertisers a provision recognizing that such advertisement may be removed subject to WTA's conclusion that it does not meet one of its guidelines.

WTA shall be entitled during the term of any contract with a vendor to modify, amend or expand the guidelines as set out above, in its discretion.

2. D Scope of Work

Exterior Ad Spaces Available

1. Fixed Route Buses (35 and 40 feet). See Appendix C for photos.
 - Half Backs. Vinyl panel covers the lower half of the rear end of the bus. As with all installations, graphics would need to accommodate lights, doors, door handles, vents, etc.
 - Vinyl Tail Banner. Dimensions to be determined with vendor.
 - Vinyl Street or Curb Side Banner. Dimensions to be determined with vendor.
 - Super Tail
 - Kongs. Vinyl Street or Curb Side panel would cover 42" x 227" (40' Gilligs) or 42" x 178" (35' Gilligs).
2. Paratransit Minibuses (25 feet). See Appendix C for photos.
 - Vinyl Tail Banner. Dimensions to be determined with vendor.
 - Vinyl Street or Curb Side Banner. Dimensions to be determined with vendor.
3. Printed Transit Guide Back Cover. See Appendix B for photos.
 - Transit Guide. The ad panel comprises the entire back cover. It is full color and 5"w x 8"h. Approximately 45,000 copies are printed and distributed annually.



Materials, Equipment and Supplies

1. Direct Vinyl Applications

When a paid super tail is removed, it needs to be immediately replaced either by another paid super tail or by a WTA-provided super tail. WTA will provide a quantity of spare super tails.

With regard to King Boards: WTA will also supply a quantity of 30x144's and 30x88's. These must be installed any time WTA has an ad-free bus with damaged dots or other damaged graphics

The vendor will use direct vinyl application advertisements on all vehicles.

The vendor will submit all proposed information regarding specific direct vinyl materials and application processes to WTA for review, comment, and approval in advance.

Direct application signs shall use a pressure sensitive, direct application material similar to Flexcon Opaque Busmark vinyl. The vendor will submit manufacturer cut sheets to WTA for review, comment, and approval in advance.

WTA may provide covered space in its maintenance area to apply the advertisements.

2. Removal of Direct Vinyl Applications

The vendor must return each bus to WTA in the exact condition, paint scheme, and decal placement as the rest of the fleet at the conclusion of the ad contract for that bus. All painting and bodywork in converting a bus to a pre-wrap or direct vinyl display and back to a standard design coach will be the sole responsibility of the vendor.

When removed, advertisements must not cause paint, decal, window or other damage to the exterior of the bus. The vendor will be responsible for repairing any damage caused during application or removal.

Vendor shall refund WTA for any costs it may incur in returning the bus to the pre-vinyl condition. WTA will make all paint and body repairs or arrange to have the repairs completed and will bill the vendor for all necessary parts and labor, including an hourly rate for WTA employees. (Refer to Agency Cost Recovery.)

At the end of this contract, the vendor will responsible for removing all advertisements. If the advertising contract extends past the end of the vendor's contract with WTA, WTA will remove the advertisements, and invoice the vendor, who shall reimburse WTA.

WTA reserves the right to increase and/or decrease the number of buses available for direct vinyl application.

In the event a proposed advertisement contains non-English language words or symbols, the vendor is responsible for obtaining the correct translation from a qualified interpreter.

Remittance of Advertising Revenue to WTA

By the 20th of the month, the vendor must send either the guaranteed minimum monthly revenue, or the agreed upon percentage of revenues billed in the prior month, whichever is greater.

The vendor must submit all reports along with payments. Any late payments or reports of sixty (60) days or more will be basis for notice of breach and termination of the contract with vendor.

Agency Cost Recovery

WTA reserves the right to invoice the vendor, as needed, to recover restoration costs incurred from direct vinyl ad installations and removals. Invoices will represent WTA costs for the time and/or materials expenses associated with:

- The replacement of safety and regulatory decals on buses or minibuses removed or damaged
- Repair of damage or cumulative wear and tear on buses.
- The removal of any advertisements on WTA buses or minibuses at the conclusion of any advertising contract. If the advertising contract extends past the end of the vendor's contract with WTA, WTA will remove the advertisements, at the vendor's expense.

WTA's current rate for in-house labor is \$88.00 per hour and may be adjusted as economic conditions warrant or if WTA must complete the repairs outside of its own shop.

Cost Recovery Invoices will be submitted to the vendor with appropriate detail and paid at Net 30.

Record Keeping

The vendor must keep complete and accurate records of its business, billings, and expenses, and make those records available for inspection upon request. Vendor's records may be examined by WTA, WTA's authorized agent or other governmental audit office at any reasonable time throughout the period of the agreement, up to three (3) years following the end of the contract.

Advertising rates must be published and a copy of those rates will be provided annually to WTA at the beginning of the contract. Rate card(s) shall be kept on file at WTA throughout the term of any contract with WTA.



Written notice of any advertising rate change within thirty (30) days of the effective day will be provided to WTA, in addition to a current rate card.

Advertising Rate Schedule

Proposers must include a proposed rate card and/or fees to be charged to commercial clients, non-profit clients and public service clients.

The vendor will not offer discounts, Buy One-Get One offers, or any other marketing hook that results in a reduction of potential ad revenue³ at any time during the course of the contract.

Conduct While on WTA Property

WTA enforces a strict safety and security policy for employees and vendors. Due to the level of activity at WTA facilities, and the large number of vehicles and employees, yard congestion and safety is of vital concern.

The vendor will be provided reasonable access to WTA's fleet as needed. All vendor employees, agents or subcontractors visiting or working on WTA property must comply with WTA rules. An access badge will be required when on WTA property. The access badge must be displayed and worn so that it is visible at all times.

All vendor employees, agents or sub-contractors shall schedule visit and worksite appointments with appropriate maintenance staff. It will be important that vendor employees, agents or sub-contractor be able to effectively and professionally communicate and coordinate installation and removal work with WTA fleet staff during installation.

Vendor employees must obey all speed limit signs, directional arrows, and other regulatory signs while on WTA property. The vendor's company vehicles shall be clearly marked and have working marker lights and flashers and be in safe operating condition.

In order to avoid personal injuries or property damage, the vendor will adhere to the following procedures:

- Maximum yard speed is 10 mph.
- Yield right-of-way to buses backing out of the shop and parking stalls.
- Follow designated yard directional traffic flow.
- Do not drive across bus stalls.
- Stop at designated "stop" markings in the yard.
- Vehicle must have headlights on, directional signals flashing and rotating beacon light on.
- All workers in the yard must wear a reflective safety vest.

³ Washington State Constitution Article VIII, Section 7 "Credit Not To Be Loaned"

- Always be courteous and never demand the right-of-way to the extent of causing an accident.
- Pedestrian traffic in or out of the vehicle access gates is prohibited.
- Under no circumstances will vendor employees be allowed to move WTA vehicles.

Access to Information About WTA Services

WTA will provide ridership information, as well as route and schedule information to the vendor.

Transition Period

A smooth transition is desired between contractors, in the event the successful proposal under this solicitation is not from the agency's current ad sales contractor. A transition period will be implemented in this event. The transition provides all parties the opportunity to close out, open new, or transfer advertising contracts. This will be done in a businesslike manner thus ensuring complete and full start-up of any new vendor.

All Proposers shall include a plan with his/her/its proposal defining how the transition period at the end of this contract shall take place.

Advertising Contracts

The vendor shall not enter into any advertising contract with any persons or firm(s) for a period longer than eighteen (18) months, without written permission from WTA, and all such contracts will contain a thirty (30)-day termination clause.

If the advertising contract extends past the end of the vendor's contract with WTA, WTA will remove the advertisements, at the vendor's expense.

2. E Contract Deliverable Requirements

Monthly Report

Within twenty (20) calendar days after the end of each calendar month, the vendor must send WTA a statement of billing, the appropriate payment due and a report. The monthly report must provide:

- A schedule of current month advertisements by category, advertiser and bus type (fixed or paratransit), bus number, number of days posted, rate, revenue to vendor and revenue to WTA.
- An explanation whether or not payment is an amount equal to contract percent during the period or the minimum guarantee.
- A year-to-date payment.

Quarterly Report

On a quarterly basis, the vendor shall also provide WTA:

- An inventory report of advertising installed and removed on the WTA fleet, including category, advertiser, bus number, bus type, date of install and removal.
- Advertiser contract information: contract length, start and end dates.
- A quarterly statement total ad sales/billings.

Annual Report

On an annual basis, the vendor shall also provide WTA:

- Total number of advertising contracts over contract year.
- Total number of bus and minibus ads.
- Total number of advertisements per ad category.
- Total advertisement revenue.
- Total payment to WTA.
- Average length of trade contract per ad category.
- Quantity and general type of advertising content restrictions imposed during year.
- Sales trends, observations and recommendations.

The monthly, quarterly, and annual reports shall be submitted to WTA within twenty (20) days after the end of the proceeding period. Failure to submit a report will trigger inquiry or audit and shall be the basis for a notice of breach.

WTA reserves the right to perform periodic spot checks of inventory. WTA reserves the right to request quarterly or semi-annual documentation that advertisements are being installed and removed in accordance with the advertising contract dates.

2. F Contractor Performance Reviews

WTA will conduct a performance review of projects and the Contractor every twelve (12) months while the Contract is in effect⁴. These reviews shall be completed by WTA's Project Manager. The completed evaluation form shall be shared with the Contractor and become a permanent part of the Contract administration file. The results of these evaluations shall be considered for contract extensions, price adjustments, and in the evaluation of any future applications to WTA solicitations for services.

WTA will be using the criteria below in its evaluations.

- **Communication**
Contractor communicates regularly and openly with staff. This can be done face to face, via phone conferences, one-to-one, or group meetings. Contractor is visible and available when needed. Answers emails and phone calls in a timely manner.

⁴ 2 CFR 200.301, 2 CFR Part 200.318 (b), RCW 39.26.180(1)(d), RCW 39.26.180(3)

Provides timely follow through. Verbal and written communication is concise and easy to understand to individuals.

- **Quality of deliverables**

Meets or exceeds proposed deadlines. Ads are installed timely, and are customized based on WTA's environment, needs, and culture. Contractor has a quality assurance process in place to reduce errors, ensure accuracy, not cause damage to vehicles.

- **Interpersonal Skills with WTA staff**

Effectively coordinates and cooperates with staff. Collaborates with all internal stake holders and is conscious of how WTA work is impacted by installations. Respectful of WTA culture, mission, vision, and values. Seeks feedback to improve relationships and improve stakeholder commitment towards quality deliverables.

- **Vendor interaction and relationships**

Is courteous with advertisers and mindful of existing and future relationships between the vendor community & WTA. Cooperates with vendors while being mindful of WTA's requirements. Assertive with WTA's needs and requirements while being respectful. Represents WTA appropriately at meetings and discussions.

Evaluations will be scored as follows:

1 = CONSISTENTLY BELOW EXPECTATIONS: Performance is at a level below established objectives with the result that the overall contribution is marginal and substandard. Performance requires a high degree of constant supervision and guidance.

2 = BELOW EXPECTATIONS: Meets some of the established objectives and expectations but definite areas exist where achievement is substandard. Performance requires somewhat more than a normal degree of direction and supervision.

3 = MEETS EXPECTATIONS: Meets established objectives in a satisfactory and adequate manner. Performance requires normal degree of supervision and guidance.

4 = EXCEEDS EXPECTATIONS: Accomplishments are above expected level of essential requirements. Performance requires minimal supervision and guidance to achieve goals.

5 = CONSISTENTLY EXCEEDS EXPECTATIONS: Performance easily exceeds job requirements, performance approaches best possible attainment. Minimal to no supervision is required. Needs little to no guidance outside of original task order to complete tasks.



Part 3 - Submission Guidelines

All submittals become the property of WTA.

3. A Procurement Schedule

Dates preceded by an asterisk (*) are estimated dates. Estimated dates are for information only.

Activity	Date - 2020
Procurement Request Released	October 27
Clarification Deadline	November 16
Submissions Due	November 30 no later than 12:00 PM PST
*Notice of Intent to Award	January 4
*Estimated Award Date	January 21

WTA reserves the right to award a contract(s) without demonstrations or a Best and Final Offer. Issuance of a Notice of Intent to Award is not a substitute for a contract and can be revoked.

WTA reserves the right to modify the Procurement Schedule. Schedule modifications before submissions are due will be done through written addenda. Changes to the schedule once submissions are due need not be advertised.

3. B Proposal Guidelines

Proposers should fully inform themselves of the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal constitutes Proposers acceptance of the terms and conditions of this solicitation request, including the underlying contract terms and conditions which are set out herein.

The Proposer is responsible for all costs related to the preparation of the proposal, demonstrations or interviews. Any costs associated with the project not specifically set forth in this Request for Proposal will be the responsibility of the Proposer, and will be deemed included in the fees and charges proposed.

WTA reserves the right to:

- Award to one or more vendors
- Accept or reject any or all proposals and their Proposers
- Reject any or all proposals until a contract is signed with the Proposer
- Reject this solicitation and issue a new one for any reason
- Waive deviations from the requirements
- Waive any informality or minor irregularity in proposals received
- Issue changes to the solicitation in the form of written addenda
- Request additional information to fully evaluate a proposal

A proposal will be rejected when:

- It is late
- Not in the required format
- The Proposer fails to meet the minimum qualifications listed in Part 3.C
- The Proposer is determined to be not responsible as described in Part 4.C
- Any required form is not signed
- Vendor information, references, or any other form is incomplete or incorrect
- Any other reason determined to be in the best interest of the WTA
- It does not meet required terms and conditions
- The details of the proposal have been altered
- A Proposer fails to timely respond to a request for additional information
- It fails to contain any of the required information
- A conflict of interest is not properly disclosed
- Proposer fails to acknowledge in writing an addenda

Proposals may not be modified after opening unless requested by WTA. Prior to opening, proposals may be withdrawn at any time.

WTA may request that information be displayed differently than presented (for example, request a bundled pricing structure be itemized).

Proposal pricing shall be valid for a period of 120 days from proposal or BAFO deadline, if a BAFO occurs.

WTA may request clarification or additional information, including, but not limited to, financial statements.

3. C Minimum Proposer Qualifications

At the time of proposal, Proposers must meet the following minimum qualifications. Proposers will not substitute the experience of a sub for their own.

- Experience in advertising sales
- Possess necessary resources to provide required reporting and invoicing
- A minimum of five (5) years experience with installation and repair of vinyl media onto vehicles. Transit agency specific experience is preferred, but will negotiate
- Have a current State of Washington Unified Business Identifier (UBI), or provide proof one has been applied for, and all required local government business license(s) and endorsements⁵.
- Be registered with SAM.gov and not be suspended or debarred.
- Not be disqualified from bidding under RCW 39.06.010 or 39.12.065 (3).
- Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.

⁵ The awarded vendor will be required to obtain A City of Bellingham endorsement as a condition of contract award.

- Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.

3. D Proposal Submission

It is the proposers responsibility to ensure WTA has received their submission. WTA bears no responsibility for proposals that are sent, but not received due to attachment limits, spam filter rejection, or the proposers use of an incorrect email or physical address.

Proposals via email or a dedicated USB Flash Drive is the required method of submission. Hard copies will returned unopened.

Clearly identify all submissions "Sealed Proposal RFP #2020 - 294." Submit proposals to:

Magan Waltari, CPPB, CPSM
Procurement & Grants Coordinator/DBELO
Whatcom Transportation Authority
4011 Bakerview Spur Rd.
Bellingham, WA 98226
(360) 788-9332
procurement@ridewta.com

Proposals submitted by mail or express carriers (i.e. UPS, FedEx, DHL) must arrive by the due date.

3. E Questions About the RFP

Questions pertaining to the RFP must be received in writing no later than the close of business on the date listed in the Procurement Schedule above.

WTA does not guarantee a response to questions submitted after this date.

3. F Submission Packages

Proposals will conform to the following:

- Pages of the proposal should be numbered
- Sections clearly identified
- Single spaced, no columns
- Minimum twelve (12) point font
- No more than ten (10) double sided pages, excluding forms requested in the exhibits

Marketing materials, alternate agreements, and any other information not requested will be counted against the page limit.

All proposals will include the following information in the following format:

- Name and principal place of business of Proposer;
 - Description of Proposer, including number of years in business, size, capabilities, and areas of specialization business activities and services provided;
 - Identify the Project Manager, and roles and tasks of all personnel.
 - Details about other individuals who would be assigned to the project.
 - Include certifications, trainings, and expertise regarding classification and compensation programs.
 - Include brief resumes for key personnel providing services,
- A description of Proposer's approach to the project including:
 - Ability to undertake the work.
 - Methods and techniques Proposer uses to sell and install advertisements on vehicles.
 - The information and support required from WTA staff.
- Describe how Proposer will prioritize the projects with other work.
- Identify projects involving the providing of similar services.
- Detail firm's revenue history. For example "when we started with Agency XYZ they were making \$50,000 in revenue. We increased revenue to \$150,000 in 3 years."
- Provide a minimum revenue share, minimum annual payment, or combination of both.
- Provide a relevant and relatable portfolio or examples of similar previous work.
- Describe qualifications regarding selling and installing ads on vehicles.
- Convey any exceptions to the terms and conditions of the RFP. By submitting a Proposal, the Proposer represents that it has carefully read and agrees to be bound by WTA's Terms and Conditions. Identify any item you take exception to, propose alternative language and describe why it is in WTA's best interests to adopt the alternative language.

3. G Conflict of Interest

WTA officers, employees, agents, or Board members will not solicit or accept gifts, favors, or anything of monetary value from Proposers. Any WTA officer, agent, employee, or Board member with a perceived or actual financial or other interest in the award of this proposed contract will recuse himself/herself from any evaluation or decision on any proposal.

Proposers and their staff must declare any perceived or actual conflict of interest. For example, a conflict of interest would arise if a Proposer or staff did the following:

- Assists in the creation of the scope of work. This includes but is not limited to reviewing and commenting on the preliminary scope in whole or part, assisting staff in specification writing, or recommending the use of a particular brand or supplier/distributor in the specification or evaluation of proposals.

- Has access to nonpublic information during the performance of an earlier contract or has been provided with information other contractors have not during procurement.
- Assists in the creation of a project budget.
- Has a personal or professional relationship or affiliation (past or present) with a member of the evaluation or project team.
- Has a financial gain from the recommendation and/or purchase of a particular good or service relating to a contract or potential contract. (e.g. distributor/manufacturer relationship)

WTA will review all conflict of interest statements and notify the Proposer of its decision to allow or reject a proposal as it pertains to the conflict.

In the event that a conflict of interest is discovered post-award, this will be considered a breach of contract and the contract will be terminated under the terms and conditions provided. The Proposer must pay any additional costs incurred by WTA to engage another contractor to finish the work.

3. H Addenda

Addenda will be issued to all known holders and posted at ridewta.com should questions or clarifications be deemed significant enough to affect received proposals. Proposers must ensure they receive all issued addenda prior to the submission deadline, and acknowledge each addenda on Exhibit A.

3. I Contact with WTA

Unauthorized contact regarding this RFP with WTA employees or agents may result in disqualification. Any oral communications will be considered unofficial and non-binding on WTA. Proposers should rely only on written statements issued by the Procurement & Grants Coordinator listed in 3.D above.

3. J Protest Procedures

Filing a Protest Any party with an interest in the award of the solicitation may file a protest that WTA staff did not follow its own policies and procedures regarding a Procurement Action, or the procedures and restrictions set out in this RFP.⁶ Any protest must be submitted in writing to WTA's Procurement & Grants Coordinator, and include the following information:

⁶ "Procurement Action" includes: specific procurement steps, such as setting the calendar of events; producing the proposal/bid document; advertising the proposal or bid in legal paper of record; maintaining a list of proposal/bid holders; conducting a pre-proposal meeting; responding to all approved equals/clarifications received by the appropriate time and date; addenda issued straightforwardly to all proposal/bid holders; enforcing closing time and date; providing proctoring services to the project manager and evaluation committee; setting criteria weights; conducting interview process with top-scoring Proposers and evaluation committee; creating notes to file regarding the proposal/bid process; issuing award/non-award letters; and maintaining a written record of the procurement.

- a) Name, address, email address, and telephone number of the protester
- b) Signature of the protester or their representative
- c) Identification of the solicitation
- d) Detailed statement of the legal and factual grounds of the protest
- e) Copies of all relevant documents
- f) The form of relief requested

Issues and facts not stated in the Notice of Protest will not be considered.

Time for Filing a Protest. A protest based on alleged improprieties or ambiguities in a **solicitation** must be filed at least seven (7) days before the due date of the bid or proposal. A protest based upon alleged improprieties in an **award** of a contract or a **proposed award** of a contract must be filed within three (3) days after the Notice of Intent to Award has been issued.

Notice of Protest. Procurement shall immediately give notice of a protest to the selected Proposer if a contract has been awarded. If no award has been made, notice will be provided to all Proposers.

Stay of Award. If a protest is filed, the award will be postponed unless the Finance Director determines in writing that:

- a) Reasonable probability exists that the protest will be denied.
- b) Delay of the award would be contrary to the best interests of WTA.

Review of Protests

Review: The Finance Director shall review and investigate properly filed protests and issue a written decision to the protestor:

- a. A meeting(s) will be called within five (5) working days from receipt of the protest that will include representatives from the WTA and the protester to discuss the issue(s) related to the protest. The meeting may be conducted by telephone conference if convenient for both parties.
- b. A decision of the protest will be made by the Finance Director within three (3) working days of the final meeting and at the time the protester shall be notified of the decision in writing by the Director by email or regular mail.
- c. The Finance Director may, at his/her sole discretion, extend the limits of time outlined above.
- d. The decision of the Finance Director shall be final, unless appealed as provided herein.
- e. A request for reconsideration may be allowed if data becomes available that was not previously known, or there has been an error of law or regulation.

Appeal: A Protestor may appeal the Finance Director's formal decision to WTA's General Manager. The written appeal must be received by WTA within two (2) business days after receipt of the written decision by the Protestor, or the appeal will not be considered. Properly filed appeals of the decisions of the Finance Director shall be reviewed and

investigated by the General Manager who shall issue WTA's final decision no later than twenty one (21) days after receipt.

3. K Inter-local Purchasing

This award shall be subject to RCW Chapter 39.34 Inter-local Cooperation Act where other government agencies may purchase on the WTA request in accordance to the terms and prices stated, over the subsequent time period for which the vendor is willing to honor the solicitation price.

3. L Request for Clarification, Deviation, or Substitutions

Any Proposer(s) believing a contract term or scope requirement is unnecessarily restrictive or wishing to propose an alternate must notify the Procurement and Grants Coordinator by the deadline provided in the Procurement Schedule. Requests submitted after this date, or as a proposal condition will not be reviewed or considered. WTA will not agree to terms or conditions to the contract after proposals are submitted and conditioned proposals may be rejected as non-responsive. Any changes or requests pertaining to the contract must be made evident prior to the close of the procurement.

ESTABLISHMENT OF CONTRACT BASED UPON NOTICE OF INTENT TO AWARD

The ITB and the PROPOSAL SUBMITTED constitute an "offer" and "acceptance" of all of the terms and conditions for an enforceable contract, subject to WTA's formal award of a bid, which remains in its exclusive discretion. Once a proposal is accepted and awarded by WTA, the parties will have an enforceable "contract" whose terms and conditions will comprise those set out in the RFP and the proposal. WTA reserves the right to seek to have such contract enforced, and to seek specific performance from the successful Proposer based upon the terms set out in the RFP and the proposal. Throughout this RFP, the term "Contract" shall mean the terms and conditions contained in this RFP and an awarded proposal, and a formal written contract entered pursuant to Part 4.

Submission of a proposal grants WTA the right to enforce the parties agreement without the need for a signed Contract, based upon the existence of an enforceable agreement between the parties, whose terms and conditions shall comprise the RFP and proposal.

Any unapproved deviations, exceptions, substitutions, alternates, or conditions contained in a proposal are cause for the proposal's rejection as non-responsive.

THE ONLY WAY THAT THE SUCCESSFUL PROPOSER MAY MODIFY, AMEND OR AVOID ANY TERM AND CONDITION SET OUT IN THE RFP IS TO REQUEST A DEVIATION OR SUBISTITION BY THE DEADLINE PROVIDED IN 3.A. UNLESS A REQUEST IS PRESENTED BEFORE THE DEADLINE, AND ACCEPTED BY WTA IN WRITING AS AN ADDENDA, ALL TERMS AND CONDITIONS OF THE RFP SHALL BE BINDING AND ENFORCEABLE AGAINST THE SUCCESSFUL PROPOSER.

Part 4 – Proposal Evaluation

4. A Evaluation Procedures

1. The Procurement & Grants Coordinator will initially review proposals against the following criteria. Proposals that do not receive 3 “Pass” scores will not be reviewed further.

Factor	Score
Conformity with Minimum Proposer Qualifications (3.C)	Pass/Fail
Complete Package Submission (3.E)	Pass/Fail
All Exhibits Completed (Part 8)	Pass/Fail
Cost	0-4

Pricing score is calculated using the following normalizing formula.
(Lowest Overall Proposed Price ÷ Price Being Evaluated) × Total Points Possible = Score.

2. Evaluation Committee will review Proposals receiving 3 “Pass” scores against the following Initial Evaluation Factor(s), which are listed in the order of importance.

Evaluation Factor	Score
Demonstrated ability to meet requirements in 2.D	0-4
Relationship with prior clients/References	0-4
Initial Evaluation Total	8
+ Cost points above	4
Total Possible Cumulative Initial Evaluation Score	12

Committee members will assign a score of 1 – 5 for each factor and it will calculate total points as follows:

- 0 – Proposal did not meet factor requirements = 0%
- 1 – Proposal met less than ½ of factor requirements = 25%
- 2 – Proposal met at least ¾ of factor requirements = 50%
- 3 – Proposal met all of the factor requirements = 75%
- 4 – Proposal exceeded factor requirements = 100%

Scores are in whole numbers only and then be averaged based on how many members of the Evaluate Committee are scoring. Scores are calculated to two (2) decimal points.

3. The top 2 – 4 proposals may be invited for interviews. Proposals and interview results are re-scored against the Evaluation Factors based on information provided by interviewees. Price will be recalculated based on the number of proposals interviewed.
4. Interviewed proposers may be asked for a Best and Final Offer post-interview as detailed in 4.D below. BAFO’s will be re-scored against the same evaluation criteria

above. WTA reserves the right to award a contract without a Best and Final Offer Request.

6. The highest scoring Proposer will be selected. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer, or any Proposer.

In the event that the top two (2) proposals are within 5 points of each other, they are considered comparative equals. WTA will require best and final offers (BAFO) be submitted for evaluation. The Evaluation Committee will review them against all of the evaluation factors above and render a final score.

4. B Evaluation Criteria

4. B.1 Demonstrated ability in meeting work requirements

Proposals will be reviewed with regard to selling and installing ads on vehicles. Please include a detail of the firm's revenue history. For example "when we started with Agency XYZ they were making \$50,000 in revenue. We increased revenue to \$150,000 in 3 years.?"

4. B.2 References

WTA staff will review provided references and verify that the Proposer has performed satisfactorily on other contracts. WTA will ask about staff skills including communications, timeliness, issue resolution, and ability to perform the work, and that contract requirements were met. Similarly, WTA will review Proposers ability to communicate and work with all client staff, not just project principals. References where work of like nature, magnitude and comparable difficulty, and at comparable rates of progress are preferred. All references must have current names, titles and phone numbers of individuals familiar with the work provided. WTA will not review references with incorrect contact information.

Proposers are advised that if references do not respond a score of 0 is provided. It is recommended that proposers coordinate with their references to ensure WTA receives a response. Verifiable letters of reference are also acceptable.



4. B.3 Revenue Share

WTA will review proposed revenue share with the highest potential share receiving the most points. Percentage of revenue share will be calculated using \$118,000 as the originating number, which was the estimated average total revenue the current vendor received over the last 4 years of the contract. For example

Total Revenue	Annual Minimum	Proposed %	WTA Revenue Share
\$118,000		60	\$70,000
\$118,000	\$50,000	35	\$91,000
\$118,000	\$100,000		\$100,000

4. C Responsibility Review

WTA will only award to proposers who have the ability, willingness, and integrity to conform to all requirements of the proposal and subsequent contract.

To establish Proposers responsibility, WTA will review all material submitted with a proposal. WTA may also obtain additional information and conduct independent investigation, including, but not limited to, obtaining copies of business licenses and/or professional licenses and certificates, obtaining financial reports, verifying DBE/MWBE status, reviewing records with the Better Business Bureau, reviewing references, and checking debarment lists. WTA reserves the right to interview references, perform internet searches, review Dunn & Bradstreet reports, and use any other investigative means it chooses. A Proposer must timely provide all requested information.

4. D Best and Final Offers (BAFO)

In WTA’s discretion, Proposers may be afforded the opportunity to amend his/her/its proposal and make a BAFO. The requests for BAFO’s shall include:

- Notice of an opportunity to submit a BAFO based on discussions during interviews or clarifying correspondence.
- A common due date and time for submission of written BAFO’s or modifications to any BAFO, allowing a reasonable opportunity for preparation of the written BAFO’s.
- Direction for BAFO format and contents.
- Notice that if a Proposer does not submit a BAFO or a notice of withdrawal and another BAFO, his/her/it’s immediate previous offer will be construed as the BAFO.

Any modifications to the initial proposals made by a Proposer in the BAFO shall be clearly identified. WTA will evaluate BAFO’s according to the same requirements and criteria as the initial proposal. The WTA will make appropriate adjustments to the initial scores for any criteria which have been affected by any modifications made by the BAFO’s. These final scores and rankings will again be weighed against the Evaluation Criteria.



4. E Notice of Intent to Award

Upon selection of the successful Proposer, a Notice of Intent to Award will be provided to all Proposers. The Notice of Intent in no way constitutes a promise to award or an acceptance of the offer contained in the proposal; rather it is the WTA's first step in recommending a contract to its Board of Directors. WTA may reconsider and withdraw, change or amend a Notice of Intent at any time before the Board of Directors formally select a proposal.

Proposers are permitted to request a debriefing about its/his/her own proposal from the Procurement and Grants Coordinator after the Notice of Intent is issued. Documents and information relating to the procurement may be requested by submitting a Public Disclosure Request to RecordsRequests@ridewta.com. Refer to Part 6 of this RFP for the process of releasing documents marked as "Confidential" or "Proprietary".

A City of Bellingham endorsement will be required as a condition of contract award to the highest scoring Proposer⁷.

4. F Trial Period and Right to Award to Next Lowest Bidder

A ninety (90) business day trial period applies to contracts awarded by this solicitation. During the trial period, Contractor must successfully perform. Failure to perform may cause immediate cancellation of the Contract. If a dispute occurs as to acceptability of product or service, WTA's decision prevails. WTA will only pay for work performed on authorized work orders up to termination. If the Contract is terminated within the trial period, WTA may award the Contract to the next lowest responsible bidder submitted a responsive bid. Any new award is also subject to a trial period.

⁷ Bellingham Municipal Code 6.05.025

Part 5 – Special Terms and Conditions

A successful Proposer will execute a formal contract with WTA, which Contract shall include expressly or by reference the terms of this Request for Proposal, the general terms and conditions set out in Appendix A, and the following particular terms and conditions. Each and all of these applicable terms and conditions should be factored into any proposal:

5. A Contract Term, Compensation, and Invoice Payments

1. Contract Term: The initial length of the Contract will be two (2) years. WTA reserves the right to extend the contract for an additional three (3) years in increments that are in the agency's best interest.
2. Compensation: By the 20th of the month, the vendor must send either the guaranteed minimum revenue, or the agreed upon percentage of revenues billed in the prior month. WTA reserves the right to negotiate higher compensation as part of the contract term renewal process.
3. Invoices: Within 20 calendar days after the end of each calendar month, the vendor must send WTA a statement of billing, the appropriate payment due and the reports outlined in Section 2.E.

Checks must be addressed to Accounts Receivable.

5. B Insurance Requirements

Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner⁸. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. Subcontractors must furnish the same insurance requirements listed below prior to starting work

Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

Coverage will include claims for damages arising from Contractor's performance for:

- Bodily injury/death
- Personal injury

⁸ RCW 48

- Property Damage, including Premise and Operations, Fire damage and medical expense
- Independent Contractors coverage
- Protective Liability
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Stop Gap Liability
- Subcontractor Liability, if sub-contractors are used

The Contractor and subcontractors must procure the following minimum insurance:

1. Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.
2. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
3. Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.
4. Professional Liability in the amount of \$1,000,000 per occurrence.
5. Electronic Data Liability Insurance. Consultant shall maintain electronic data liability insurance and/or Technology Errors and Omissions coverage applicable to the Project and insuring against liability arising out of the loss, loss of sue of, damage to, corruption or, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000

Coverage must be maintained through the life of the Contract plus one (1) year.

Contractor and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

- Advertising Liability Endorsement naming “WTA Agents & Employee’s” providing coverage for defense and indemnity against third party claims for infringement of copyright, title, or slogan.
- Additional Insured Endorsement naming “WTA Agents & Employee’s” for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming “WTA Agents & Employee’s” for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming “WTA Agents & Employee’s”. Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

These insurance requirements do not limit the Contractor's liability for damages resulting from performance.

5. C Subcontractors

Contractor shall perform at least 75% of the work with its own organization.

All subcontractors must be pre-approved by WTA before they begin work. WTA reserves the right to investigate subcontractor responsibility prior to confirming award, if subcontractors are known. WTA will not approve change orders to the proposal or final contract price for replacing rejected subcontractors.

Before the sub-contractor starts, WTA requires the following:

- A copy of the sub-contract or purchase order to WTA. Any sub-contract will contain the same language as required in Appendix A.
- Insurance requirements listed in Part 5.L or furnish proof of inclusion of the Prime Contractors insurance

Contractor will be jointly and severally, and vicariously liable to WTA for any work performed by its subcontractors, and responsible for the work of, including, but not limited to the adequacy, timeliness, efficiency, and sufficiency, its subcontractors. All subcontractors will have sufficient knowledge, skill, and experience to perform the work contracted to them.

WTA will not be held responsible for the contractual relationship between subcontractors and Contractor. Contractor will maintain and monitor all subcontractor performance, payment, project delivery requirements, and relationships as they pertain to the Prime's ability to successfully complete a project.

5. D Limitations of Liability

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds, and is unenforceable by the Washington State Constitution⁹.

⁹ Article VIII, Section 7, "Credit not to be Loaned"

Part 6 – Public Disclosure Law

WTA complies with RCW Chapter 42.56. All proposals and Contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is Proposers responsibility to be familiar with RCW Chapter 42.56 and what WTA’s confidentiality limitations are.

WTA will not execute non-disclosure agreements.

Proposals Marked Confidential:

If WTA receives any public disclosure request that includes a request for all or a portion of any proposal, WTA is required to comply with this request under RCW Chapter 42.56, subject to any exception that may apply to WTA. Nonetheless, any information provided by Proposer labeled “Confidential” or “Proprietary” but does not, in WTA’s opinion, fall into an exception from public disclosure, will be initially withheld and WTA will notify Proposer of the request. WTA will continue to withhold the confidential or proprietary labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the confidential or proprietary materials pursuant to the public records request, subject to any court order or injunction that Proposer may obtain.

The Proposer assumes all costs of any legal actions, and shall reimburse WTA for administrative, expert and costs and attorneys’ fees it incurs arising from dealing with bidder’s labeling of any portion of the bid as “Confidential” or “Proprietary,” including those arising from any legal action commenced by bidder. Submission of a bid is agreement with this section.

Public Records Application to Documents of Vendor

As a public contract, all records prepared, generated or used by a successful vendor or its/his/her agents, employees and subcontractors relating to the Contract and associated work will be subject to being a “Public Record” under RCW Chapter 42.56. Proposer, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the Contract work. All records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the Proposer. Proposer will need to seek judicial approval to prevent such disclosure, at its expense. Proposer, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the Contract.

Part 7 – Exhibits & Appedices

Proposer’s Checklist

By submitting a Proposal, Proposers agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA WILL NOT NEGOTIATE ANY ASPECT OF THE REQUIRED SERVICE OR ANY CONTRACT TERM OR CONDITION ONCE THE INTENT TO AWARD IS ISSUED. WTA WILL NOT MAKE ANY CONCESSIONS FOR PROPOSERS WHO ARE NOT COMPLETELY FAMILIAR WITH THE SCOPE OR CONTRACT REQUIREMENTS.

The following information, forms and documents contained in this solicitation shall be completed and submitted as the first section of the original bid document. Proposals not adhering to the provided directions may be disqualified as non-responsive.

- Proposal Form (Exhibit A)
- References (Exhibit B)
- Revenue Share (Exhibit C)
- Notarized Conflict of Interest Certification (Exhibit D)
- Debarment, Compliance, Conflict of Interest (Exhibit E)
- A Submission Package (Part 3E)

Proposers are advised that the following will be incorporated into the final contract:

- Request for Proposal including Appendices
- Issued Addenda (if applicable)
- Contractor Pricing & Submissions including completed exhibits
- Executed Contract
- Purchase Orders

The below exhibits and appendices are embedded into the RFP as indicated with this symbol:  Proposers are responsible for ensuring they can access them.

Exhibit A Proposal Confirmation & Cover Sheet		Appendix A Contract Terms & Conditions	
Exhibit B Vendor Demographics & References		Appendix B Sample Contract	
Exhibit C Proposal Cost		Appendix C Advertising Examples	
Exhibit D Conflict of Interest Certification		Appendix D WTA Advertising Policy	
Exhibit E Debarment and Compliance Statement			
Exhibit F Request for Exceptions			