

TRANSIT AUTHORITY OF NORTHERN KENTUCKY

Transit Advertising Sales

RFP #2014.01

Notice is hereby given that the Transit Authority of Northern Kentucky (TANK) will receive proposals from qualified and responsible firms for the sale of **TRANSIT ADVERTISING** in and on TANK buses.

Proposals must be submitted in an envelope clearly marked Transit Advertising Sales Proposal_ to Andrew Aiello, General Manager, TANK, 3375 Madison Pike, Ft. Wright, KY 41017. Proposals will be received until **Friday, 11:00 A.M., September 13, 2013**. Any proposals received after that time and date will be returned to the Proposer unopened.

This RFP and resulting contract will be administered in accordance with all applicable federal, state and local laws and regulations. The successful Proposer will be required to comply with all applicable Equal Employment Opportunity laws and regulations. TANK hereby notifies all proposers that it will affirmatively ensure that Disadvantaged and Women's Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex age, disability or national origin in consideration for an award.

TANK reserves the right to postpone, accept or reject any and all proposals as TANK deems to be in its best interest.

The RFP can be viewed at www.tankbus.org/rfp



REQUEST FOR PROPOSALS
FOR
TRANSIT ADVERTISING SALES
AUGUST 2013

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RFP # 2014.01

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Request for Proposals for Transit Advertising Sales
RFP #2014.01
SECTION 1 – General Information

PURPOSE and OBJECTIVES

TANK is the public transportation system providing fixed and demand-responsive bus service in the Northern Kentucky and downtown Cincinnati metro area.

TANK is soliciting proposals from qualified firms for the privilege to place approved advertising materials on the outside and inside of TANK buses. The major objectives that TANK wishes to achieve in the transit advertising sales program are as follows:

- To maximize the advertising revenues paid to TANK. TANK seeks a sustainable Contractor to grow the transit advertising program.
- To assist TANK with advertising and promoting its programs and services. TANK will frequently use both interior and exterior transit advertising to market various aspects of its service and to provide information to passengers.
- To properly maintain TANK's fleet of vehicles, image and integrity with respect to advertising and mediums. Advertising on TANK vehicles must be attractively presented and in accordance with the application types called for in this RFP.
- To minimize the impact of application activities for TANK's Maintenance personnel. TANK's Maintenance personnel are not responsible for posting signage other than TANK's own.
- To assist non-profit and community organizations and institutions with public service advertising when unsold space is available.

OVERVIEW

This RFP contains instructions concerning the proposal to be submitted and the material to be included. A description of the services to be provided, eligibility requirements for consideration, evaluation criteria and other requirements to be met by each proposal are enclosed. Proposers must use the revenue proposal form that is included in this bid package and submit it as part of their final proposal.

PROPOSAL SUBMISSION

One original and four copies of the proposal must be submitted in an envelope clearly marked "Transit Advertising Proposal" and addressed to:

Andrew Aiello, General Manager
TANK
3375 Madison Pike
Ft. Wright, KY 41017.

Proposals will be received until 11:00 A.M., September 13, 2013. Any proposals received after that time and date will be returned to the proposer unopened.

POINT OF CONTACT

The point of contact for any questions regarding the specifics of this RFP is:

Gina Douthat
Advertising Sales Contract Administrator
Director of Communications and Development
TANK
3375 Madison Pike
Ft. Wright, KY 41017
Phone: 859/814-2125
e-mail: gdouthat@tankbus.org

CONTRACTOR SELECTION AND AWARD

The basis for award and method for selection of the successful proposal will be competitive negotiation.

TANK reserves the right to select a contractor from among the proposals submitted, or to enter into negotiations with two (2) or more qualified offerors, or to reject any and all proposals received. This RFP does not constitute a binding offer of award for the requested services and selection of a contractor is not to be considered an exclusive arrangement for advertising sales services. TANK reserves the right to hire an employee for the purpose of advertising sales if it is found to be in TANK's best financial interest after reviewing proposals. TANK also reserves the right to conduct sales for items other than exterior bus advertising (including but not limited to: web site, collateral pieces, maps, etc.) internally, as approved by the contract administrator.

Any awarded respondent shall provide the services required strictly under a contractual relationship with TANK and is not, nor shall be, construed to be an agent or employee of TANK.

ON-SITE VISITATION

Proposers may wish to make an on-site visit to TANK's operating facility to inspect the vehicles and the space allocated for sign storage. Contact Gina Douthat, Director of Communications and Development, telephone number (859) 814-2125, to make arrangements for this visit.

REQUESTS FOR CLARIFICATIONS AND/OR VARIANCES

Requests for clarifications and/or variances of any specifications in this RFP must be made in writing and must be received by Gina Douthat, contract administrator, no later than 10 calendar days prior to the proposal due date. Responses to variance requests become a part of these specifications and all proposers requesting these specifications will be provided with any such responses no later than five days prior to the proposal due date.

All changes to this request for proposal will be made by written addendum with notification to all proposers.

POSTPONEMENTS IN PROPOSAL OPENING

TANK reserves the right to postpone the proposal opening for its own convenience.

EFFECTIVE PERIOD OF PROPOSALS

Proposals may be withdrawn by written or faxed notice at any time prior to the 11 A. M. opening of the proposals. Proposals may also be withdrawn in person (prior to 11 A. M. opening) by the proposer or an authorized representative (with proper I.D.).

Proposals must remain in effect for a minimum of sixty (60) days after the proposal opening.

NOTIFICATION OF AWARD

Notification of the contract award, to both the successful proposer and the unsuccessful proposers, will be made in writing upon action of the TANK Board of Directors.

CONTRACT TERM

The contract for Advertising Sales is for a five-year period, November 1, 2013 to October 31, 2018. Four (4), one-year options are available to be exercised upon mutual agreement for a potential contract total of nine years. TANK shall notify the successful proposer of its determination, in writing at least ninety (90) days prior to the end of the base contract term or option term.

TANK reserves the right to terminate the contract in the event of any default to the terms of the agreement by the selected proposer upon giving thirty (30) days written notice, via certified mail, of intent to do so.

TERMINATION OF ADVERTISING CONCESSION

TANK reserves the right to terminate the contract upon thirty (30) days written notice, by certified mail, to the successful proposer should TANK wish to discontinue advertising on all or part of the fleet. The successful proposer shall cease all sales efforts immediately upon receipt of the letter of termination. All advertising displays on and in the buses at the time of the advertising prohibition will continue to remain in place through the expiration of the terms of their applicable contracts.

CONTRACT TRANSITION (IF APPLICABLE)

At the time of each advertising contract expiration, the contract will be assigned and transferred to TANK. TANK shall pay to Robin Newsome, Inc. the required amount of such contracts that extend up to twelve (12) months beyond the advertising sales contract expiration date.

OPERATING CONTRACT

The successful Contractor will be required, within ten (10) days after receiving written notice to do so, to enter into an operating contract with TANK. The terms and conditions of a final contract between TANK and the successful Contractor will be subject to negotiation. The

contract will be considered a part of these specifications and is incorporated by this reference. Likewise, these specifications will be included wholesale into any contract signed by the parties.

REQUIRED INSURANCE

The successful proposer shall obtain and maintain throughout the contract period, at the successful proposer's sole cost and expense, the following insurance coverage: (1) \$1,000,000 per occurrence Personal Injury insurance coverage, (2) \$1,000,000 Property Damage insurance coverage, and (3) Workers' Compensation Insurance which is fully in compliance with all applicable laws of the State of Connecticut.

The contractor shall indemnify and hold harmless TANK from any and all damage, loss or injury (including the resulting death of any person), lawsuits, claims, demands or liens resulting from the installation, maintenance or use of any advertising display on TANK vehicles or property.

THIRD PARTY CONTRACT CLAUSES

The Third Party Contract Clauses listed in Section 5 of this RFP are part of this specification and any contract between TANK and the successful proposer. The proposer is **required** to submit with their proposal the Third Party Contract Certifications in Attachment A. Bid Protest procedures are included as item #11 of Section 5.

Failure to provide the attached certifications will result in the proposal being considered non-responsive.

SECTION 2 – ADMINISTRATIVE PROVISIONS

SCOPE OF WORK

TANK is soliciting written proposals from interested firms to act as its agent (not considered to be exclusive) for the sale of transit advertising in and on its fleet of buses and shelters.

The successful proposer will be TANK's primary (not meant to be sole) agent for the sale of advertising on the buses and shelters.

The successful proposer will pay TANK a percentage of its gross operating revenue. In order to maximize revenue, TANK may wish to negotiate a bonus structure relating to sales to a maximum of 5%.

OPERATING REQUIREMENTS

The successful proposer, at its own expense (unless negotiated otherwise), will be responsible for posting/installing advertising signs, removing outdated signs and any signs rejected by TANK.

TANK reserves the right to reject any advertising it finds to be offensive, objectionable or in poor taste.

Installation and ongoing maintenance of signs and other necessary activities of the successful proposer must not interfere with TANK operations. Access to vehicles will be provided only at times consistent with the operational hours of the operating facility, primarily during off-peak hours. Vehicles will not be removed from service for the purpose of installing or removing advertising signs.

METHODS OF POSTING ADVERTISEMENTS

Attached is a fleet profile which lists numbers of each type of bus and the available advertising on each. Advertising space and or method available for sale is limited to the inventory described on the profile.

TANK operates 84 standard low floor transit buses for advertising sales purposes. The entire fleet, at this time, consists of low-floor buses. Direct application is the sole method of application. Upon retirement of any current buses, the replacement buses will be equipped with like buses.

A fleet profile is provided in Exhibit A of this section.

TANK has a bus replacement program which is an ongoing plan to replace the fleet. The new buses will mostly be 40-foot low-floor models. TANK operates two small fleets of buses on which we do not allow exterior advertising to be sold - Southbank Trolley buses and BRT Express buses. The 84 bus number does not include these mini fleets. The successful proposer will be responsible for any paint damage on buses when wraps or directly applied signs are removed and not replaced with another sign and shall compensate TANK for the expense incurred to repaint the damaged sections.

STORAGE SPACE

TANK will provide a small space in the Maintenance area, free of charge, to the successful proposer for the handling and storage of advertising signs. The successful proposer is responsible for keeping this work area neat and clean and will dispose of all outdated, damaged or otherwise unusable signs.

LOCAL SALES OFFICE

The successful proposer will maintain and operate from a locally staffed office in the greater Cincinnati area for the purpose of servicing this contract and facilitating coordination between TANK and the Contractor. (An office within the TANK general business offices may be negotiated into the ensuing agreement if desired by the contractor.)

CHARACTER OF ADVERTISEMENTS

All advertisements shall be of a reputable character, shall conform to recognized business standards, and shall not conflict with the laws of the United States, Kentucky or political subdivisions thereof. Proposers are specifically advised and hereby notified that the graphics, artwork, and copy of the advertisements are expected to be of high quality and of good taste. TANK Staff and Board of Directors will have sole and unquestioned authority to determine what constitutes "high quality and good taste." However, TANK requests the proposers to submit outlines for proposed advertising standards/guidelines and to note how they would strive to limit questionable advertising.

Immoral, vulgar, disreputable or other advertisements that may be offensive to the public shall not be accepted. TANK also expressly reserves the sole right to refuse any advertisement which may be construed to reflect its support for a particular product, service, idea, political viewpoint, or point of view.

Advertising for tobacco, firearms and liquor products is expressly prohibited and will not be displayed on or in TANK buses.

Political advertising shall be accepted on a prepaid, cash basis only, and shall be permitted on a first-come, first-serve basis.

All advertising shall be printed and displayed in a neat and professional manner. The successful proposer shall maintain all displayed advertising so as to insure its neat appearance, and promptly remove all advertising that is worn or otherwise unsightly in appearance. TANK reserves the right to require the successful proposer to promptly remove, at the proposer's own expense, any advertising which, in the opinion of TANK, is unsightly in appearance. The successful proposer further agrees to remove dated advertising no later than fifteen (15) days following the final date of an advertised event or offer.

TANK ADVERTISING ON/IN BUSES

TANK reserves the right to use, without charge, unsold exterior advertising space for the promotion of its transit services and programs. In addition, providing that TANK's Director of Communications and Development or his/her agent give sixty (60) days advance notice to

the contractor, TANK shall also have the right to the exclusive use of no more than seven (7) signs of each type of exterior advertising for a maximum of twenty-six (26) weeks per year to market and promote TANK's programs and services. In both cases, TANK's use of advertising space for self-promotion may be pre-empted by paid advertisement only with the prior permission and notification of the Director of Communications and Development. TANK will collaborate with the Contractor so as not to take away valuable revenue advertising space for potential advertising customers.

In addition, a minimum of eight (8) interior bus signs per bus may be used by TANK for its own use. The successful proposer shall place and remove TANK advertisements without charge. TANK will be responsible for the production costs of any advertising signs.

PUBLIC, CHARITABLE, OR EDUCATIONAL ADVERTISEMENTS

The successful proposer shall display in spaces not in use for commercial advertising or TANK's self-promotion; public, charitable, or educational advertisements deemed by both the successful proposer and TANK to be proper for the purpose of avoiding unfilled spaces and for promotion of public good will. The contractor must develop a program that discounts the cost of posting advertising for these agencies/organizations, when unsold space is available.

Contracts between the successful proposer and public, charitable, or educational advertising clients must be executed and processed in the same manner as for-profit advertising clients. TANK reserves the right to offer interior ad space to certain public, charitable or educational entities at a significantly reduced cost. Such clients are responsible for the production costs for said signs.

TRADE FOR ADVERTISING

TANK must give prior approval for any trades of advertising space for media time or space (newspaper, billboard, radio or television). It must be guaranteed that any trade time negotiated will not be pre-empted by paid advertising contracted by said media. Certified logs are required to verify the placements made of advertisements. TANK may cancel the provisions of this paragraph at any time, except for previously approved contracts.

TANK reserves the right to use up to one (1) bus, on a space available basis, to make its own deals for the trade of advertising space for promotional purposes. The contracting advertiser shall utilize the successful proposer for the production of signs or wrapped buses and the successful proposer will be responsible for posting signs, etc.

ILLUSTRATED/WAPPED BUSES

A maximum of six (6) buses may be illustrated/wrapped at any one time, for paying advertisers. This number may be revised if TANK determines that the successful proposer has made a good case for the change, but the final decision lies with TANK. The successful proposer will submit the illustrated/wrapped design and advertiser for each of these buses for prior approval by TANK. TANK reserves the right to reject any advertiser or design for the illustrated/wrapped bus.

The designs for illustrated/wrapped buses shall be such that they minimize the amount of window space covered by the promotional message. This requirement is necessary, as TANK has had negative feedback from customers and employees concerning windows that are fully covered. Too many fully covered windows and negative feedback from passengers may eventually lead to the elimination of illustrated/wrapped buses.

The advertising message of illustrated/wrapped buses **shall not** cover any of the destination signs on the bus; front, rear or side. The bus number shall be displayed at four locations on a wrapped bus; front, rear and both sides. In addition, the design must incorporate the TANK logo at least one time on each side of the bus and on the front to maintain a sense of TANK's identity as the transit provider.

QUARTERLY REMITTANCE AND REPORT

The successful proposer is required to remit revenues earned each quarter within twenty (20) calendar days after the end of the quarter in which they were earned. Quarterly reports will be submitted for these periods: July-September, October-December, January-March, April-June. The revenue must be accompanied by a report that includes a summary of:

- A. List of all advertisers, type (king, queen, etc.) and quantity of advertisement for each
- B. Total number of signs for each type, total sold and total available for each type
- C. Billings for the quarter
- D. Collections for the quarter
- E. Past due amounts
- F. Total remaining balances on accounts
- G. Contract expiration dates
- H. A copy of all advertising contracts that were executed the previous quarter
- I. Any out of the ordinary circumstances that should be known or considered by TANK management or the TANK Board

The monthly payment should be directed to the TANK Accounts Payable department and the report is to be directed to Gina Douthat, Director of Communications and Development.

The successful proposer shall furnish TANK with copies of all signed contracts and correspondence (including changes in prices, lengths of contracts and cancellation notices) with the quarterly report as an attachment.

The successful proposer shall maintain all required records for three (3) years after final payment by the successful proposer to TANK under the terms of the operating contract. However, if any audit, claim, or litigation is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

The successful proposer will permit TANK to inspect/audit all records and financial data involved in the operation of sales during the regular business hours maintained by the successful proposer, and at such other times upon one (1) day's written notice.

CONTRACT EXPIRATION

Upon the expiration of the advertising sales contract, the successful proposer will assign and transfer to TANK all contracts for advertising on/in the buses. Said contracts will then become the property of TANK.

CONTRACT DEFAULT OR BANKRUPTCY

If the successful proposer shall default in complying with the provisions of this agreement, and such default shall continue beyond thirty (30) days, then TANK may terminate this contract upon thirty (30) days written notice, via certified mail. The contract shall terminate at the expiration of the thirty (30) day period unless the default shall be cured within the thirty (30) day period. In the event of contract termination, neither party shall have any further claim against the other, except that the successful proposer shall be obliged to pay to TANK any monies due to the date of contract termination.

TANK may terminate this agreement forthwith and may remove without liability to it, any advertising matter displayed on its vehicles if the successful proposer shall become bankrupt or insolvent.

CONTRACTOR-CLIENT RELATIONSHIP

Regular meetings will be held between the contract administrator and the advertising sales contractor for the purpose of maintaining a close client-contractor relationship. The contractor should at all times present themselves as a representative of the company they work for, while also acknowledging that they are acting as an agent of the Transit Authority and there is an expectation of professionalism and ethical business practice at all times.

GENERAL ADMINISTRATIVE NOTES

Transit advertising reflects the image and professionalism of TANK - a core value of TANK's that a vendor must respect. As such, TANK's contract administrator will:

- Approve advertising rates. Any reductions/discounts/increases in approved rates should be discussed and approved prior to proposing to a potential advertiser.
- Approval of general proposal appearance

In keeping with this theme, TANK's advertising sales contractor is required to return calls and e-mails quickly as expected by prospective advertisers.

EXHIBIT A
TANK PROFILE

Exhibit A TANK Profile

Overview

The mission of TANK is to provide safe, reliable, customer-oriented means of transportation to the people of Northern Kentucky. TANK is committed to providing transportation services that address the current and future needs of the community. TANK pledges to keep abreast of advanced technologies and to provide services that will improve traffic flow, protect the environment and assist in the economic development of the Northern Kentucky region.

TANK has provided transit services to Boone, Campbell and Kenton counties as well as downtown Cincinnati since 1973. TANK offers a 'Downtown Connection' taking people from their homes in Northern Kentucky to jobs downtown as well as service to work sites in the southern areas of the Northern Kentucky region, with fast 'reverse-commute' bus service. Express buses travel the expressway, providing more direct access to the Downtown Cincinnati Central Business District.

Bus Fleet

TANK's fleet consists of buses of the following makes and size:

TYPE	Advertising allowed:	Quantity
RAMP paratransit vehicle	Direct application on limited roadside signs	29
Trolleys	No exterior; Interior ad space is available	8
35 Foot Low Floor Hybrid	Direct application	4
40 foot low floor Hybrid	Direct application	3
40 foot low floor BRT Buses	Advertising only available on rear of bus - Direct application	10
Low Floor Gillig	Mostly direct application	74

Service Characteristics:

Days of Service 365 days/year
Approximate hours 4 a.m. to 1 a.m.
of Operation

Peak Buses 80
Base Buses 26
Buses on Sat. 26
Buses on Sun. 15

Fixed Route Annual Miles Operated* 3,547,140
Fixed Route Annual Hours Operated* 242,812
Annual Ridership 3.6 million

*Figures based on fiscal year 2013.

Fleet Replacement Schedule:

In general, TANK plans to purchase 8-10 fixed route transit buses each year to fulfill the bus replacement plan needs.

SECTION 3 – PROPOSAL FORMAT AND REVENUE PROPOSAL

PROPOSAL FORMAT

TANK desires concise proposals and suggests the following format:

SECTION A. QUALIFICATIONS, EXPERIENCE, AND COMPETENCE

Each respondent must include information indicating its qualifications, experience, and competence in relation to the services to be performed. Respondents must include the names and addresses of a representative list of clients/references, particularly any other transit operators with which the firm is currently contracted for similar work. Such information should contain fleet size, the transit authority's annual advertising revenues as a percentage of their total annual Operating budget and current references. Proposal must contain description of qualifications of key personnel assigned to the local office. The proposer shall certify that key personnel in charge of the local office will be available throughout the term of the Contract.

SECTION B. PROPOSED METHOD OF ACCOMPLISHING WORK

Respondents must provide a brief work plan describing how the firm will meet the terms and conditions and provide the services requested herein (e.g., number of sales force; how sales, service, and installation will be conducted.)

SECTION C. REVENUE PROPOSAL/CONTRACTOR NEEDS

The respondents must propose a percentage rate on net collections. Net collections are defined as gross billings less any agency commission and any other commission paid to any other organization or person. Only those gross billings or any part of those gross billings for which payment has been received will be considered in the calculation of net collections. Attached to the revenue form, contractor should clearly identify any needs (see Section 3.04) that are required from TANK to execute a contract. These needs should be reflected in the revenue proposal.

REVENUE PROPOSAL BID FORM

A Revenue Proposal bid form is included as part of this RFP. Proposers shall submit this form as their official revenue proposal. Failure to incorporate this bid form in their proposal will result in the proposer's bid being considered non-responsive.

SHARE OF REVENUE/MINIMUM GUARANTEE

Proposer shall submit on the required bid form the percentage of net collections for the sale of advertising space that it will share with TANK. Payments pursuant to this contract will be made monthly and are due no later than the 20th day of the following month. Net collections are defined as gross billings less any agency commission and any other commission paid to any other organization or person. Only those gross billings or any part of those gross billings for which payment has been received will be considered in the calculation of net collections.

CONTRACTOR NEEDS

The revenue sharing percentage should reflect the needs of the proposer. If the proposer requires services from TANK such as: office space, use of office equipment (such as telephone, postage, computer hardware and software, internet and e-mail access and account, copier), use of professional services (accounts payable and receivable, installation of signs) these needs should be specifically identified and reflected as a reduction in the proposer’s revenue.

MINIMUM REVENUE PROPOSALS

TANK has established a floor or minimum acceptable proposals for the life of this contract.

Proposers must quote no less than a 50% (TANK) split of annual income per contract year, unless otherwise reflected pursuant to section 3.03 above.

As background information, below is the actual historical gross receipts from Ad Sales over the last five years:

FY 2008	\$285,873
FY 2009	\$284,053
FY 2010	\$282,940
FY 2011	\$285,090
FY 2012	\$293,160

SECTION 4 – PROPOSAL EVALUATION

EVALUATION CRITERIA

TANK's purpose in soliciting proposals is to determine and select the best qualified respondent with which to negotiate a Contract at the best possible rate of return to TANK. In order to accomplish this objective, the following evaluation criteria will be used:

1. Qualifications, Experience, and Competence
2. Revenue Proposal
3. Proposed Method of Doing Work

Proposals will be reviewed by TANK staff using the above selection criteria. Each member of the Staff will assign points to each criterion **based on the content of the Respondent's Proposal**. Negotiations will be conducted initially with the firm or individual adjudged to be the best qualified firm. TANK reserves the right to reject any or all proposals if the requirements as set forth herein are not met or if TANK staff deems a respondent unqualified based on the overall analysis of the criteria outlined above.

EVALUATION AND POINTS ASSIGNED

An Evaluation Review Committee will review each proposal. The proposals will be evaluated in accordance with the following:

A. EXPERIENCE AND CAPABILITIES OF PROPOSER – 28 POINTS

The experience, professionalism and capability of the proposer to successfully show their ability to undertake this contract with the maximum financial return to TANK. Client references, company history, customer (advertiser) feedback and individual sales rep. history will be considered.

B. WORK PLAN – 22 POINTS

The methodology and thought process of the work plan and response to the details of the RFP.

C. REVENUE PROPOSAL - 50 POINTS

The revenue bid proposal will be reviewed to determine the bid that is in the best financial interest of TANK.

ORAL INTERVIEWS

Upon review of the proposals, one or more proposers may be invited to participate in oral interviews. TANK reserves the right to award the contract without conducting interviews.

TANK also reserves the right to reject any or all proposals and to waive any informality or irregularity if it is in the best interest of TANK to do so. TANK reserves the right to consider internal candidates and to create an internal position for the purpose of advertising sales if it is deemed in TANK's best interest to do so.

**REVENUE PROPOSAL FOR TRANSIT ADVERTISING
FOR TANK**

Proposers are to present their **Revenue Bid Proposal** in the following format:

EXTERIOR/INTERIOR BUS ADVERTISING

Share of Revenue:

- ____ % of Net Collections payable to **TANK** in 2014
- ____ % of Net Collections payable to **TANK** in 2015
- ____ % of Net Collections payable to **TANK** in 2016
- ____ % of Net Collections payable to **TANK** in 2017
- ____ % of Net Collections payable to **TANK** in 2018

Option Years:

- ____ % of Net Collections payable to **TANK** in 2019
- ____ % of Net Collections payable to **TANK** in 2020
- ____ % of Net Collections payable to **TANK** in 2021
- ____ % of Net Collections payable to **TANK** in 2022

Describe Bonus Structure proposed, if applicable:

Proposer is to complete this Revenue Proposal form in compliance with Section 3, Revenue Proposal, of the RFP.

Company Name

Date

Name of Authorized Official

Signature of Authorized Official

Title

SECTION 5. REQUIRED CLAUSES

REQUIRED CLAUSES

The following clauses shall be incorporated into any contract that results from this RFP.

CHANGES

Any proposed change in contract(s) resulting from this RFP shall be submitted to TANK for its prior approval and TANK will make any subsequent changes by contract modifications. TANK may, at any time, by a written order, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under contract, an equitable adjustment shall be made in the contract price, and the contract shall be modified in writing accordingly. Any claim by contractor for adjustment under this clause must be asserted within 30 days from the date or receipt by contractor of the change, provided, however, that TANK, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract.

Failure to agree to any adjustment shall be a dispute within the meaning of the clause entitled "Breaches and Dispute Resolution" (Section 2.20). However, nothing in this clause shall excuse contractor from proceeding with the contract as changed.

AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of TANK, its member entities (Kentucky State Auditor, the U.S. Department of Transportation, and the Comptroller General of the United States) access to any books, documents, papers and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions during the course of the contract and for a period of three (3) years after final payment under the contract.

PROHIBITED INTEREST

No member, officer, trustee or employee of TANK or of a local public body during his/her tenure or one year thereafter shall have any interest, direct or indirect, in a contract or the proceeds thereof.

CONTRACT TERMINATION

In the event a contractor defaults in the performance of any of its obligations under a contract, TANK shall have, in addition to and not in lieu of, all other rights, remedies, and damages to which it may be entitled by reason of such default, the right and option to terminate such contract. In the event TANK exercises such right and option to terminate for default, TANK shall be obligated to pay only for work performed and accepted by TANK prior to the date upon which TANK gives contractor written notice of termination for default, less 1) the amount of all damages suffered by TANK by reason of such default; and 2) any amount by which the commercially reasonable

cost of correcting the default and/or completing the work exceeds the unpaid portion or amount which would have been paid thereunder. If the sum of 1) and 2) plus all amounts previously paid exceed the value of the work performed and accepted by TANK prior to the giving of written notice of default, contractor shall be liable to TANK for such excess.

OWNERSHIP OF DOCUMENTS

TANK shall be the owner of all documents prepared pursuant to a contract or provided to contractor by TANK. Any re-use of the documents by TANK for other than the purpose intended by such contract shall impose no liability on the contractor.

MAINTENANCE OF RECORDS

The contractor shall, at all times, maintain records of actual overhead costs and actual general and administrative costs in conformity with generally accepted accounting principles, and subject to Title 41 of the C.F.R. The contractor shall maintain records of direct labor costs and other applicable payroll expenses. Labor and payroll records shall be in sufficient detail to indicate, at a minimum, employees by name, employee's time spent on the project, expenses directly associated with the project and itemization of applicable fringe benefit expenses.

PAYMENTS

Contractor shall be paid, upon the submission of activity reports with proper invoices or vouchers, the prices stipulated herein for services rendered and accepted, less deductions, if any, as herein provided, within 30 days.

COVENANT AGAINST CONTINGENT FEES

Proposer warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by proposer for the purpose of securing business. For breach of violation of this warranty, TANK shall have the right to annul any resulting contact without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

INDEMNIFICATION

Contractor shall indemnify and save harmless TANK, its trustees, officers and employees from and against all loss, costs, liability, damage and expense whether direct, consequential or incidental, for personal injury and for property damage. Such loss, costs, liability, damage and expense arising out of, or resulting in whole or in part, directly or indirectly, from work or operations under the contract but not limited to the acts, errors, omissions and negligence of contractor's employees and agents, except to the extent of liability imposed due to TANK's own negligence, shall be payable as directed by TANK.

LAWS OF KENTUCKY

The rights and duties of the parties hereto shall be determined by the laws of the state of Kentucky, and to that end any resulting contract shall be construed and considered as a contract made and to be performed in the County of Kenton, Kentucky.

WORKER'S COMPENSATION

Contractor shall comply with the state Workers' Compensation laws as applicable, and shall pay the necessary premiums required by such laws to cover all employees furnishing the services purchased under the terms of a contract and under the control of contractor, and shall relieve TANK from any costs due to accidents or other liabilities mentioned in said Act. If contractor is a self-insurer under the Kentucky Workers' Compensation Act, and duly authorized as such, it shall tender to TANK proof of such status. Contractor shall from time to time, upon request, tender to TANK a certificate evidencing its compliance with the Worker's Compensation Act.

INDEPENDENT CONTRACTOR

Contractor shall be and remain an independent contractor with respect to all service performed under contract and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pension, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid under such contract and further agrees to indemnify and save harmless TANK any such contributions or taxes or liabilities thereof.

APPROVAL OF SUBCONTRACTS

Contractor shall not enter into any subcontracts without the prior consent of TANK. TANK, in its discretion, may ratify in writing any subcontract. Such ratification shall constitute the consent of TANK required by this paragraph.

PRICE COMPLETE

The price quoted in any proposal shall include all costs necessary to fully complete the required services pursuant to a contract. Any items omitted from the proposal which are clearly necessary for the services and their intended use shall be considered a portion of such services although not directly specified or called for in this RFP. No advantage shall be taken by the proposer in the omission of any part or detail which makes the services incomplete.

LIMITED LIABILITY

By virtue of the provisions of Chapter 96A of the Kentucky Revised Statutes, TANK is a political subdivision of the State of Kentucky, a body corporate with all the powers of a corporation. It is understood and agreed that only the corporate entity, Transit Authority of Northern Kentucky shall be liable thereunder.

FEDERAL LAWS AND REGULATIONS

TANK understands that federal laws, regulations, policies, and related administrative practices applicable to a contract on the date the contract is executed may be modified from time to time. TANK and its contractors agree that the most recent of such federal requirements will govern the administration of such contract at any particular time, except if there is sufficient evidence in the contract of a contrary intent. Likewise, new federal laws, regulations, policies and administrative practices may be established after the date the contract has been executed and may apply to a contract. To achieve compliance with changing Federal requirements, TANK must include in all subassistance agreements and third party contracts financed with government (FTA) assistance, specific notice that federal requirements may change and the changed requirements will apply to the contract as required. All limits or standards set forth in the contract to be observed in the performance of the contract are minimum requirements.

BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of TANK. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to TANK. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of TANK shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by TANK, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between TANK and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the TANK is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by TANK or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor also agrees to include these requirements in each

subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

By policy it is the goal of TANK to maximize the use of DBE firms when practical. All contractors to TANK must work to support this effort.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NON-COLLUSION AFFIDAVIT

Bidders shall submit an affidavit stating that neither bidder, nor its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract(s) that may result from the RFP and further agrees that no such money or consideration will be hereafter paid. This affidavit must be on the enclosed form provided by TANK, which is found in the Part VI of this RFP.

ENTIRE AGREEMENT

A contract resulting from this RFP shall be the entire agreement between TANK and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Such contract may be amended only by a written instrument signed by both TANK and the contractor.

SECTION 6

ATTACHMENTS

FAILURE TO COMPLETE ALL ATTACHMENTS WILL RENDER THIS BID NON-RESPONSIVE.

TRANSIT AUTHORITY OF NORTHERN KENTUCKY

Addenda Acknowledgment Form

RFP Advertising Sales 2014.01

Addenda Received (if none received write `none received`) _____

Addendum No. _____ Date Received: _____

Addendum No. _____ Date Received: _____

Addendum No. _____ Date Received: _____

Name of Individual, partner or corporation:

Name: _____

Street Address: _____

City, State and Zip Code _____

Telephone Number: _____

Printed Name: _____

Authorized Signature: _____

Title: _____

TRANSIT AUTHORITY OF NORTHERN KENTUCKY

Non-Collusion Affidavit

RFP 2014.01 ADVERTISING SALES

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, on
(name)

his/her oath says he is _____ of _____
Title Name of Firm

and not a sham or collusive proposal, or made in the interest of or on behalf of any collusive proposal, or made in the interest of or on behalf of any person not herein named; and he/she further states that said proposer has not directly or indirectly induced or solicited any other proposer for this work to put in a sham proposal, or any other person or corporation to refrain from proposing; and that said proposer has not in any matter sought by collusion to secure to self advantage over any other proposer or proposers.

(SIGN HERE): _____

County _____ In and for the State of _____

Subscribed and Sworn to before me this ___ day of _____, _____

Notary Public

My Commission Expires: _____