

REQUEST FOR PROPOSALS

CENTRE AREA TRANSPORTATION AUTHORITY (CATA)

INTERIOR BUS CARD AND EXTERIOR BUS TAIL AND FULL BUS WRAP ADVERTISING PROGRAM

February 11, 2015

You are hereby invited to submit a proposal for the sale and servicing of the interior bus card and exterior tail and full bus wrap advertising space in and on the Centre Area Transportation Authority's (CATA) active full-sized transit bus fleet for an initial two-year contract, followed by three options for additional one year terms, and subject to execution of a satisfactory Advertising Program Contract ("Contract") the same or similar to the sample set forth in Appendix "B," in accordance with the requirements of this Request for Proposals (RFP), as explained and presented in the following sections:

- Section A – General Information
- Section B – Scope of Services Required
- Section C – Evaluation of Proposals
- Section D – Minimum Requirements for Proposers
- Section E – Instructions & Requirements
- Section F – CATA Advertising Policy
- Section G – Required Forms & Documents

- Appendix A – Interior and Exterior Advertising Samples
- Appendix B – Sample Advertising Program Contract

Firms may also view and/or download proposal documents on the CATA website at <http://catabus.com/AboutCATA/Business/Procurement/index.html>. However, **firms must register on the website where indicated, via email to Procurement Specialist Jaime Miller at jmiller@catabus.com, in order to submit a proposal or to receive addenda or other correspondence. Having registered with CATA for any prior solicitation is irrelevant; separate registration is required each time.** All other correspondence, including requests for clarifications and bid submissions, should be made in writing to Jaime Miller, Procurement Specialist, CATA, 2081 W. Whitehall Road, State College, PA 16801, or via email to jmiller@catabus.com. When two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

All applicable federal and state regulations and requirements, including, but not limited to, third-party contracting provisions, apply to this solicitation.

Proposers are invited to participate in an optional pre-proposal conference to be held at the Centre Region Council of Government Building – Forum Room, 2643 Gateway Drive, State College, PA 16801, at **2:00 p.m. (EST) on Friday, February 20, 2015**. All questions or requests for clarification must be received by CATA no later than **2:00 p.m. (EST) on Friday, February 27**.

Sealed proposals marked "CATA - RFP - Advertising Program" will be accepted until **2:00 p.m. (EST) on Thursday, March 12, 2015**. Proposals received after this date and time will not be considered and will be returned to the respondent unopened. All proposals must remain in effect for sixty (60) calendar days from the bid opening.

CATA reserves the right to reject any and all proposals as it deems to be in its own best interests.

SECTION A GENERAL INFORMATION

1. One original and three (3) copies of the proposal are required, along with one copy of any advertising sample(s). All signatures in the proposal must be of an individual authorized to represent and legally bind the firm to the terms and conditions included herein.
2. Packages should be typed, preferably double-spaced, and submitted on 8-1/2" x 11" paper with all pages sequentially numbered and either stapled or bound. Instructions & Requirements, Section E, provides specific details of what is required. Proposals that are incomplete or not submitted in the required format may be considered unresponsive and may be rejected without further consideration.
3. All questions, notification of apparent omissions, discrepancies or errors, and requests for clarification of the specifications and other requirements of this RFP shall be submitted in writing to:

Jaime Miller, Procurement Specialist
Centre Area Transportation Authority (CATA)
2081 West Whitehall Road
State College, PA 16801
jmillier@catabus.com

4. Questions and requests for clarification must be received not later than **2:00 p.m. (EST) on Friday, February 27, 2015**. CATA's responses to such questions and requests for clarifications will be made in writing not later than Wednesday, March 4, 2015, to each firm in receipt of the RFP. All questions and requests for clarifications received after the stated date and time will not be considered. Any changes to the RFP will be made only by written addendum issued by CATA to each registered firm. CATA will not be responsible for, and shall not entertain, any changes, explanations, interpretations or clarifications issued in any other manner or by another party. Respondents must acknowledge receipt of each addendum on the Addendum Log included in this RFP.

Proposers are invited to participate in an optional pre-proposal conference to be held at the Centre Region Council of Government Building – Forum Room, 2643 Gateway Drive, State College, PA 16801, at **2:00 p.m. (EST) on Friday, February 20, 2015**. The ability to call in to the meeting via conference call will be made available through arrangements made ahead of time by contacting Jaime Miller as outlined above. At this meeting, CATA staff will be on hand to discuss the project scope and answer any questions. A tour of the maintenance and operations facility will be conducted immediately following the meeting, and staff will review vehicles and facilities. An appointment to inspect the buses may also be made for a different time by contacting Jaime Miller at (814) 238-2282 ext. 5164. CATA will not be responsible for making available a tape recording or transcript of the proceedings of the pre-proposal meeting after the fact. Any questions that require modification to the meaning or intent of this RFP must be submitted in writing.

5. All proposers must meet the minimum qualifications described in Section D. Proposals submitted by individuals or firms that do not meet these requirements will not be considered.
6. Completed proposals, including all attachments and required forms, information and other material specified herein, must be delivered in a sealed envelope, box or other appropriate package, to include the name and address of the respondent and marked "CATA - RFP - Advertising Program" and must be received by CATA no later than **2:00 PM (EST) on Thursday, March 12, 2015**. Proposals may be

hand-delivered or mailed, but proposals received after the deadline for any reason will not be considered and will be returned unopened. Proposals may not be submitted via fax or email. Proposals must be submitted to:

Jaime Miller, Procurement Specialist
Centre Area Transportation Authority (CATA)
2081 West Whitehall Road
State College, PA 16801

The basis for award and method for selection of the successful respondent will be competitive negotiation, using the weighted factors/criteria shown in Section C. CATA reserves the right to select an individual or firm directly from among the proposals submitted, to enter into negotiations with two (2) or more qualified respondents, or to reject any and all proposals received as it deems in its best interest. This RFP does not constitute a binding offer of award for services.

7. Proposals that are submitted prior to the deadline for receipt of proposals may be withdrawn any time prior to that deadline, by written notice, executed by the respondent's authorized representative, or in person by an authorized representative of the respondent upon presentation of proper identification. The withdrawal of a proposal shall not prejudice the right of a respondent to submit a new proposal, provided that it is received by the deadline for receipt. After the deadline for receipt of bids, no bid may be withdrawn for a minimum of sixty (60) calendar days from the deadline.
8. The selected firm must abide by CATA's current advertising policy (attached as Section F).
9. This procurement will be financed in part by federal and state grants. All applicable clauses and requirements for third-party contracts and other requirements of those grants, as well as all other applicable federal, state, and local laws, ordinances and regulations affecting the conduct of the work, or which apply to employees or subcontractors employed for this project, shall apply and will be incorporated into the contract for the work issued by CATA to the selected firm.

Selection of an individual or firm is intended to occur by or before Wednesday, April 29, 2015. All respondents will be notified of the outcome of the selection process in writing at the time of final selection. Following selection of a firm, a contract for specified services shall be issued by CATA. Each proposal shall be submitted with the understanding that CATA's selection of a proposal shall result in a contract (see Appendix B) between the successful respondent and CATA, which shall bind the respondent to furnish the services specified in the proposal and in complete accordance and agreement with the specifications, terms and conditions, and other requirements detailed in the RFP or subsequently amended or negotiated. This RFP does not constitute a binding offer of award for the required services and all costs incurred in the development, submission and evaluation of a proposal will be the sole responsibility of the proposer. In no case shall CATA be liable for such costs incurred by any respondent prior to execution of a contract.

10. Any proposal information that the proposer considers confidential, proprietary or a trade secret must be clearly identified as such in the proposal. Proposals will not be publicly opened and will be kept confidential during the review process. However, once an award has been made, the proposals, or portions thereof, and the results of the evaluation, or portions thereof, may be considered public records and may be subject to requests for information under the Freedom of Information Act, Pennsylvania "Sunshine Laws," Pennsylvania's Right to Know Law or any other applicable legislation or requirement. Each page of the proposal that the proposer considers to be confidential, a trade secret or proprietary must be so stamped in the initial submission of the proposal in order to be considered as

such. (Material that is available on websites, in sales brochures or otherwise available to the public should not be so identified, as a determination that such information is confidential, proprietary or a trade secret cannot be made.) While CATA will respect confidential, trade secret or proprietary data within legal constraints, such information may also be considered as public record and will be released by CATA if required by law.

11. The anticipated schedule for review of proposals is noted here. CATA reserves the right to modify these dates in accordance with its review process and as it deems in its own best interest.

Estimated Completion Date

RFP issued	Wednesday, February 11, 2015
Pre-proposal conference (optional)	Friday, February 20, 2015, 2 p.m.
Deadline for receipt of questions/clarifications	Friday, February 27, 2015, 2 p.m.
Deadline for responses to questions/clarifications	Wednesday, March 4, 2015
Deadline for receipt of proposals	Thursday, March 12, 2015, 2 p.m.
Review of Proposals by Evaluation Committee	Week of March 16, 2015
Interviews/Discussions/Negotiations (if necessary)	Week of March 23, 2015
Receipt of Best and Final Offers (if requested)	Week of March 30, 2015
Additional Review by Evaluation Committee	Week of April 6, 2015
Recommendation to Board of Directors	Monday, April 27, 2015
Contract Award & Notice to Proceed	Wednesday, April 29, 2015

SECTION B

SCOPE OF SERVICES REQUIRED

A contract resulting from this RFP will go into effect on July 1, 2015, and be valid for two years, with the option to renew at CATA's sole and exclusive discretion for three additional single year periods.

Background

CATA is a municipal transit authority providing public transportation services in and around the State College area. Services include **CATABUS** fixed-route Community and Penn State University Park Campus bus service, **CATARIDE** (paratransit service) and **CATACOMMUTE** (alternative commute programs, e.g. carpools and vanpools).

CATA operates 71 fixed-route compressed natural gas buses on twenty-seven **CATABUS** routes. Daily ridership averages over 32,600 riders during regular Penn State Fall and Spring semesters, and over 7.3 million trips are provided annually.

There are 66 full-sized buses available for the installation of interior bus card, exterior tail, and full bus wrap advertising. These include:

- ... (40) 40' New Flyer, Xcelsior model, low-floor, 30-39 passenger, compressed natural gas, ramp-equipped buses
- ... (18) 40' New Flyer, low-floor, 30-39 passenger, compressed natural gas, ramp-equipped buses
- ... (4) 35' New Flyer, low-floor, 30-39 passenger, compressed natural gas, ramp-equipped buses
- ... (4) 30' Eldorado, 26 passenger, compressed natural gas, ramp-equipped buses

Interior Bus Card Advertising

Each of CATA's fixed-route buses are equipped with the standard interior 11" curved longitudinal advertising racks that run from the front to the rear of the bus on both sides above the windows. Advertising placed in the racks are held securely in place with straps at both ends.

All interior advertising cards should be sized approximately 11" x 28." There is space for approximately (15) cards in each 30' bus, (20) in each 35' bus, (21) in each of CATA's forty 40' Xcelsior-model buses, and (25) in the remaining eighteen 40' older buses.

Exterior Tail Advertising

With the exception of those buses displaying full bus wrap advertising, each of CATA's fixed-route buses can accommodate one 68" x 22" bus tail advertisement.

Full Bus Wrap Advertising

Full bus wrap exterior advertisements may be placed on CATA's 30' and 40' transit buses, with advertisements limited to up to (4) 30' Eldorado buses and (8) 40' Xcelsior buses. The exact number of buses available for full wrap advertising during the first year of the contract may be subject to any existing contractual arrangements with advertisers.

Please note that the 30' buses are used in limited daily service on commuter routes, compared to the 40' buses that are on the street much of each day. During periods of reduced service (Spring Break, Thanksgiving, and holiday breaks in the Penn State student calendar), not all buses will go out the majority of days.

No advertisements, either interior or exterior, may be sold in such a way that they are route-specific.

Photographs of sample advertising placements may be found in Appendix A of this document.

Please note that any advertiser and the content of any exterior tail bus advertisement placed on CATA's 40' buses is subject to approval by the Pennsylvania State University per the Agreement for LOOP/LINK Service between CATA and The Pennsylvania State University.

More detailed information on the ridership, fleet, services and service area can be found on CATA's website at www.catabus.com.

Responsibilities of the Vendor

- ... The vendor will be responsible for the sale, production and placement of interior and exterior advertising placed in and on CATA's 30', 35' and 40' transit buses.
- ... The vendor will establish all rates and charges for the lease of advertising in CATA's buses and the terms, conditions and manner of payment thereof. A copy of any updated rate sheets will be provided to CATA's Public Relations Manager quarterly.
- ... The vendor will be responsible, at its own expense, for the printing and posting of advertising signs, the removal of outdated signs, the purchase of additional bus advertising straps, the taking of photographs of installed signs, etc. No space at CATA's main facility will be made available for the handling and storage of advertising signs.
- ... Installation and ongoing maintenance of signs and other necessary activities must not interfere with CATA's operations.

Access to vehicles for interior and exterior tail advertising will be provided only at times consistent with the operational hours of the facilities, and specifically on Sunday mornings between the hours of 6:00 a.m. and 3:00 p.m., as far as practical, and at other times as needed and feasible. The vendor must sign in and out in accordance with CATA's Visitor's Policy. The vendor must also supply a detailed report of work performed on each visit that includes ads installed and ads removed, and it must be left at CATA upon departure.

Access to vehicles for full bus wrap installations and removals will be provided only at times consistent with the operational hours of the facilities, and in particular on Saturdays and Sundays that are not when major events take place in State College, during the times when an Operations Supervisor is on duty. For full bus wrap installations, a minimum of two weeks' notice is required.

The vendor will pay CATA monthly a percentage of its gross revenue, inclusive of a guaranteed minimum monthly revenue, due to CATA by the 7th of each following month. The vendor will also provide copies of all contracts and accurate monthly sales and inventory reports, the content of which will be determined by CATA, to CATA's Public Relations Manager, also by the 7th of each following month. CATA staff will do sporadic audits of inventories to assure accuracy. Other reports and/or information will be provided to CATA as requested.

- ... All advertising in and on CATA's buses must abide by the Authority's current advertising policy (attached as Section F). All advertisers must be pre-approved by CATA's Public Relations Manager, and artwork must also be approved for these ads prior to printing. Further, the advertisers and the

content of any exterior tail bus advertisement placed on CATA's 40' buses are subject to approval by the Pennsylvania State University.

- ... The vendor is responsible for removal of any exterior graphics following completion of the advertising agreement with an advertiser.
- ... The chosen vendor shall procure and maintain in effect during the term of this agreement comprehensive general liability insurance in amounts not less than a combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage claims and furnish to CATA an appropriate certificate from the insurance carrier showing the insurance to be in force and naming CATA as an additional insured. Any independent contractors hired by the chosen vendor must also provide comprehensive general liability insurance in amounts not less than a combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage claims and furnish to CATA an appropriate certificate from the insurance carrier showing the insurance to be in force and naming CATA as an additional insured. In addition, workers compensation insurance must be provided by the chosen vendor in amounts required by the state of Pennsylvania for such coverage, and an appropriate insurance certificate shall be provided to CATA. All insurance coverage shall have no cross-claim exclusions.
- ... It is preferred, but not required, that the vendor have a local sales presence, either with a dedicated sales person or through a partnership with a local sales force.

At its convenience, CATA may terminate any contract issued for bus advertising in conjunction with this RFP at any time by 30 calendar days written notice to the vendor. Additionally, where the selected vendor fails to perform at any time in a professional manner or as required by CATA, state or federal law, CATA may terminate any contract for bus advertising issued in conjunction with this RFP for default by providing 10 calendar days written notice of the manner in which the firm is in default, or terminate as otherwise provided in the Contract between CATA and the chosen vendor.

SECTION C EVALUATION CRITERIA

All proposals will be rated on the criteria below by a panel of evaluators. Proposals may be awarded a maximum of 100 points on all criteria. Points assigned by each evaluator on each criterion will be added to obtain the total points awarded by each evaluator; these totals will be averaged for all evaluators to obtain a final score for each proposal.

CATA reserves the right to select an individual or firm directly after review of all proposals or to enter into competitive negotiation with two (2) or more qualified respondents whose proposals are determined to be in the competitive range, based on the evaluation results. If interviews and/or are conducted, all selected respondents will be notified in writing of the deadline to submit best and final offers for required services.

CRITERIA LISTED IN ORDER OF RELATIVE IMPORTANCE, MOST HEAVILY WEIGHTED LISTED FIRST

A firm will be selected based in part on the following weighted criteria:

1. Demonstration of ability to solicit, sell, produce and maintain quality advertisements suitable for mounting in or on the buses.
2. Demonstration of positive and professional relationships with peer transit agencies and clients.
3. Demonstration of intent to have some kind of sales presence in the local area.

SECTION D
MINIMUM QUALIFICATIONS FOR RESPONDENTS

All individuals or firms must meet the minimum qualifications listed below. Proposals received from respondents not meeting these requirements will not be considered.

1. Respondents must currently be providing similar advertising sales services to the public (not necessarily transit advertising) and have been actively doing so for at least three years prior to the date of submission of their proposal.
2. The selected firm will need to enter into a formal contract with CATA and abide by the Authority's current advertising policy (attached as Section F).

SECTION E

INSTRUCTIONS AND REQUIREMENTS

This section, plus any addenda thereto, contains instructions for providing the minimum information required for evaluation of the proposal. Each required item is listed separately below with additional information as appropriate. Please provide separate responses to each of these items in the order in which they are presented, numbering each response accordingly. Any other relevant information not applicable to the required items should be provided as appendices to the proposal. Completeness and clarity will assist the evaluators in reviewing your proposal.

Forms must be completed, signed, notarized and dated where required, and must be executed and submitted in their exact format in order for the proposal to be considered responsive. A proposal that does not include all required forms or does not include each form completed in its entirety may be disqualified.

1. Provide a detailed background on the firm, noting in particular the length of time it has been providing such services.
2. Provide a list and the qualifications of any key personnel who would be assigned to the project, along with an estimated amount of time that would be dedicated to the program.
3. Provide a work plan that addresses the following aspects of the advertising program:
 - ... A plan for the switchover of vendors from the current one, if applicable
 - ... Potential suppliers, printers, installers
 - ... The types of materials used for printing and installation of both interior and exterior advertisements
 - ... The anticipated frequency of installations and removals for interior and exterior advertisements (see Section B, Vendor Responsibilities)
 - ... A plan for the control and determination of approved advertising content (see Section B, Vendor Responsibilities)
 - ... A plan for the maintenance of advertising placed in or on the buses, including quality control
 - ... The length of time required for reprinted advertisements or replacing a piece of a bus wrap should the need arise
4. Provide a draft rate sheet(s) and sample advertising contract which would be used in the selling process with advertisers.
5. Provide a draft set of monthly and quarterly report and inventory templates, or examples of ones provided to other clients.
6. Provide a current client list (business name, contact person, address, email address, and phone number) for which similar services have been performed. Also provide a list of past clients for the past three years (proposer has the option of marking this information as proprietary).
7. Provide a sample printed ad (interior or exterior) similar in size and quality to those that would be placed in or on the Authority's buses.
8. Provide a revenue outline, noting the firm's proposed monthly guaranteed minimum revenue and percentage revenue share, and projected actual revenue generated for the Authority in the first and

second years of a contract.

Actual revenues earned by CATA over the past several years are as follows (represents earnings after revenue share with vendor):

	<u>Interior</u>	<u>Exterior Tail</u>	<u>Exterior Bus Wraps</u>
FY 2011/12	\$30,482.25	\$47,858.85	--
FY 2012/13	\$35,062.75	\$61,158.34	--
FY 2013/14	\$41,202.16	\$44,032.89	\$16,350.00

8. Complete and return all required forms as noted in Section G.

9. Respondents may submit any other information relevant to evaluation of the proposal.

SECTION F CATABUS ADVERTISING POLICY

The Centre Area Transportation Authority (CATA) is engaged in commerce as a provider of convenient, pleasant and inexpensive bus transportation service. The advertising space located on its public information pieces, including schedule brochures, or as part of a marketing initiative constitutes part of this commercial venture, and is intended to be a nonpublic forum. To that end, CATA, acting in a proprietary capacity to manage this commercial venture, has adopted the following advertising policy.

CATA expects all advertising to be truthful. The advertisement shall not be false, misleading, libelous or deceptive. The Marketing Manager, or her designee, shall reject advertising material, art or copy that does not comply with the minimum standards set forth below.

The following will not be accepted:

Advertising that includes language, pictures, or other graphic representations that are unsuitable for exposure to persons of young age and immature judgment, of a sexual nature, or shall be derogatory or defamatory of any person or group because of race, color, national origin, ethnic background, age, disability, ancestry, marital or parental status, military discharge status, source of income, religion, gender or sexual preference.

Advertising that relates to an illegal activity, or proposes a commercial transaction that is prohibited by federal, state or local law.

Advertising of alcohol or tobacco products.

Advertising depicting violence.

Political or political issue advertising.

Advertising pertaining to religious institutions or promoting religious views.

Advertising pertaining to human reproduction.

Advertising that explicitly promotes or encourages the use of means of transportation in direct competition with CATA's bus services. Additionally, no advertising shall be permitted that in any way denigrates CATA, its operations or its employees; this includes advertising copy and illustrations that state or imply that CATA's services are anything but safe, efficient, affordable and convenient.

Advertising that CATA reasonably believes is inconsistent with CATA's public image or inappropriate for use in public transportation.

Advertising that directly benefits any official or employee of CATA.

For exterior bus advertising on buses that may operate on the LOOP and LINK routes, advertising content is subject to approval by The Pennsylvania State University per the Agreement for LOOP/LINK Service between The Pennsylvania State University and the Centre Area Transportation Authority.

CATA will not knowingly print or publish any advertisement that violates a law or that is defamatory to any person or organization.

Each advertiser shall indemnify and hold harmless CATA and its employees from any and all claims, demands, liabilities, or causes of action of any kind as a result of the advertisement.

By accepting any material, art or copy for advertising under this policy, CATA does not endorse the product or agree with the message conveyed. Advertisers are solely responsible for the content of their material. Advertisers must acknowledge and agree to the terms of this policy.

CATA reserves the right to refuse any advertisement for reasons other than those set forth in this policy which we determine to be in the Authority's best interest.

Updated June 16, 2011

* This policy is subject to amendment or modification at the discretion of CATA.

**SECTION G
REQUIRED FORMS & DOCUMENTS**

***THIS PAGE IS TO BE PROVIDED IN A SEPARATE SEALED ENVELOPE FOR CONSIDERATION
ONLY AFTER ALL OTHER FACTORS ARE EVALUATED AND RANKED.***

REVENUE PROPOSAL

_____ Proposed Monthly Guarantee

_____ Proposed Percentage Revenue Share

PROJECTED ANNUAL REVENUE (CATA's Share Only)

	Interior Advertising	Exterior Tail Advertising	Full Bus Wrap Advertising
Year 1	_____	_____	_____
Year 2	_____	_____	_____

**Please provide additional supporting documentation
showing how the proposed amounts were projected.**

Company Name _____

Authorized Representative _____

Title _____

Date _____

Signature _____

ADDENDUM LOG

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____	Date: _____
Amendment No. _____	Date: _____
Amendment No. _____	Date: _____
Amendment No. _____	Date: _____
Amendment No. _____	Date: _____

Failure to acknowledge receipt of all amendments may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the proposal.

Company Name _____

Authorized Representative _____

Title _____

Date _____

Signature _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, CATA may, in addition to other remedies available to the Federal Government, pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to CATA if it learns at any time that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause and certification have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). CATA may be contacted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees, by submitting this bid, that, should the proposed covered transaction be entered into, it shall not knowingly enter into any subcontract with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless so authorized in writing by CATA.
5. The prospective lower tier participant further agrees that it will include the same "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing detailed above shall be construed to require establishment of system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. If it is determined that a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction (except for transactions authorized by CATA, under Paragraph 4 of these instructions), CATA may, in addition to all remedies available to the Federal Government, pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transaction**

The prospective lower tier participant named below, by submission of this bid, hereby certifies that neither it nor its "principals" [as defined at 49 CFR 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Name of Lower Tier Participant _____

Authorized Representative _____

Title _____

Date _____

Signature _____

If the Lower Tier Participant named above is unable to certify to any of the statements in this certification, such participant must attach an explanation to this bid.

INELIGIBLE CONTRACTOR'S CERTIFICATE

The _____ (name of the third-party contractor)
hereby certifies that it **is/is not** (circle one) included on the U.S. Comptroller General's Consolidated List of
Persons or Firms Currently Debarred for Violations for Various Public Contracts Incorporating Labor
Standards Provisions.

Company Name _____

Authorized Representative _____

Title _____

Date _____

Signature _____

DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

As a recipient of federal funds, CATA sets a triennial goal of awarding contracts to firms that either are themselves or utilize the services of firms that qualify as Disadvantaged Business Enterprises (DBEs). CATA's current goal is 2.5%.

Participation or non-participation in the DBE program will not factor into the evaluation of proposals for this solicitation, but provision of this information is helpful for CATA's reporting to the federal government.

More information on CATA's DBE program can be provided upon request.

(name of the third-party contractor)

intends to provide _____ percent of its services to CATA as a DBE firm

and/or _____ percent of its services to CATA through

the utilization of other firms that qualify as DBEs.

Authorized Representative _____

Title _____

Date _____

Signature _____

APPENDIX A INTERIOR AND EXTERIOR ADVERTISING SAMPLES

Interior Bus Advertising Cards



Exterior Tail Advertisements



Exterior Full Bus Wrap Advertisements



APPENDIX B
SAMPLE ADVERTISING PROGRAM CONTRACT

(Begins on next page.)

INTERIOR AND EXTERIOR BUS ADVERTISING AGREEMENT

between

Centre Area Transportation Authority

and

(Firm's Name)

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the Centre Area Transportation Authority (CATA), having its principal office at 2081 W. Whitehall Road, State College, PA 16801, hereinafter referred to as "AUTHORITY," and (firm), with its principal office located at (address), hereinafter referred to as "CONTRACTOR," and executed pursuant to action adopted by AUTHORITY's Board of Directors on _____, 2015.

WITNESS: In accordance with the Request for Proposals issued by AUTHORITY and advertised February 11, 2015, and the Proposal by CONTRACTOR dated (date), and in consideration of the mutual promises and conditions contained herein, the parties hereto agree as follows:

GRANT OF RIGHTS: AUTHORITY for itself, its successors and assigns, hereby grants CONTRACTOR exclusive license to advertising rights, powers, and privileges upon and about the designated interior and exterior portions of its fixed-route buses as designated by AUTHORITY and set forth in Section 5 herein during a period commencing July 1, 2015, and terminating June 30, 2017, subject to the provisions set forth in Section 8 of this Agreement, AUTHORITY's Advertising Policy which is attached hereto and incorporated by reference, and approval of The Pennsylvania State University for exterior advertising for buses operating on designated routes. CONTRACTOR is also provided the right to sell "Full Bus Wrap" advertising that may be applied to twelve (12) fixed-route buses. The exact number of buses available for full wrap advertising during the first year of the contract is subject to any existing contractual arrangements with advertisers. At the expiration of any of those contracts the buses shall be available for advertising subject to the terms of this Agreement.

1. Following the initial term of this Agreement, the AUTHORITY shall have the sole and exclusive option to extend the Agreement annually for three additional one year terms, , subject to the conditions set forth in Section 8 and upon mutual agreement of the parties following renegotiation of the payment terms as set forth in Paragraph 3.4. AUTHORITY shall provide to CONTRACTOR a current fleet list at commencement of this Agreement, with updates to said fleet list to be provided as applicable.

2. **ASSIGNMENT:** AUTHORITY reserves the right to approve any assignment by CONTRACTOR of the rights granted under this Agreement or any change in ownership or change in corporate structure of CONTRACTOR that assigns fifty (50) percent or more ownership of CONTRACTOR to any individual,

partnership, or entity. In the event AUTHORITY does not desire to continue the Agreement as a result of an assignment or change in ownership or change in corporate structure other than that indicated, AUTHORITY may terminate the Agreement or open the Agreement for renegotiation by providing written notice to CONTRACTOR as provided herein. CONTRACTOR shall provide AUTHORITY with as much notice as practical of its desired assignment or change in ownership or corporate structure.

3. COMPENSATION: CONTRACTOR hereby agrees to pay and AUTHORITY agrees to accept as payment under this Agreement in accordance with the compensation terms further described in this section the following revenue guarantees further described below:

3.1 \$(amount) per month, plus (number) percent of collected sales less the minimum monthly guarantee monthly for the period of July 1, 2015, through June 30, 2017. CONTRACTOR shall provide to AUTHORITY monthly comprehensive sales reports and inventories by the tenth (10th) day of each month setting forth accounting of all accounts for clients having purchased advertising space pursuant to this Agreement. Any cost or fee of CONTRACTOR in administration of its obligations under the Agreement shall not be deducted from collected sales payable to AUTHORITY.

3.2 Said payments of the minimum monthly guarantee for the preceding month are to be made on or before the seventh (7th) day of each month. Monthly payments of (number) percent of collected sales, less the minimum monthly guarantee, are also to be made on or before the seventh (7th) day of each month. A five (5) percent late charge on the monthly amount due shall apply and be paid by CONTRACTOR for each month or part thereof that payment is received by AUTHORITY later than the seventh (7th) day of each month.. Failure to make two consecutive payments by the seventh (7th) day of each month shall result in termination of this Agreement, at AUTHORITY's option, not subject to any notice requirement provided elsewhere herein. In any case, AUTHORITY shall have the right to seek legal redress for any and all payments outstanding.

3.3 CONTRACTOR shall be responsible for any cosmetic damage to a vehicle caused by the placement of interior or exterior advertising and for returning any vehicle used to its prior condition once the advertisement is removed. This shall include reimbursement to AUTHORITY or its agent for materials and labor to make such repairs or repainting. AUTHORITY shall notify CONTRACTOR in writing of any such damage found as soon as practical along with an estimate for repairs. Failure of CONTRACTOR to comply with this section within ten (10) calendar days of written notice by AUTHORITY shall be cause for termination of this Agreement. Damage caused to advertising through fault of neither AUTHORITY nor CONTRACTOR shall be the responsibility of CONTRACTOR if interior and AUTHORITY if exterior.

AUTHORITY shall be responsible for the actual cost of replacement for any damaged advertising that is not the fault of the CONTRACTOR. Actual cost shall be indicated by CONTRACTOR through submission to AUTHORITY's Public Relations Manager copies of vendor invoices for work done to make the necessary advertising replacements. In instances when replacement of advertising is necessary due to circumstances for which timing can be taken into consideration (for example, AUTHORITY's purchase of replacement buses), AUTHORITY and CONTRACTOR shall assess the length of time remaining on the applicable advertisements to determine a plan of action prior to any costs for replacement being incurred.

3.4 At AUTHORITY's sole and exclusive option, this Agreement may be extended annually for up to three (3) additional terms of one year, subject to the conditions set forth in Section 1 and Section 8 upon mutual agreement of the parties following renegotiation of the payment terms, if such renegotiations are required and occur. AUTHORITY shall advise CONTRACTOR of its intent to extend this Agreement no later than May 31 of the contract period prior.

4. DEFAULT: In the event that CONTRACTOR shall default, (1) in making any of the payments required to be made by it as and when the same shall become due and payable, and such default shall continue for thirty (30) calendar days after written demand for such payment by AUTHORITY; or (2) in the performance of any of its obligations or if CONTRACTOR shall be adjudged bankrupt, or a receiver or trustee shall be appointed for said CONTRACTOR's property and such adjudication or appointment shall not be withdrawn within thirty (30) calendar days, AUTHORITY may, upon ten (10) calendar days written notice, terminate this Agreement for services and remove all advertising matter, provided that such termination shall not relieve and discharge CONTRACTOR from any of its obligations under this Agreement.
5. ADVERTISING SPACE: In exercise of the grants contained in Section 1, but without limitation thereof, CONTRACTOR may act as set forth in the following.

INTERIOR & EXTERIOR TAIL ADVERTISING

Contractor may place advertisements in advertising card holders on the interior of the buses, to include over compartment doors, and on the designated exterior advertising panels on the buses, all subject to the sole approval of AUTHORITY. All interior advertising card holders for display will be supplied and installed by AUTHORITY, who will be responsible for their care and maintenance. The exception, however, shall be under those circumstances where the damage was caused by CONTRACTOR or its employees, agents or representative.

AUTHORITY agrees to provide the customary interior advertising card holders of the normal type, and in the usual number, in the interior of all buses now owned or hereafter acquired by AUTHORITY. Provision of additional interior advertising straps, or any other related equipment, needed throughout the term of this Agreement shall be the responsibility of CONTRACTOR. All interior advertising card holders, straps, and related equipment, irrespective of the party installing the same, shall become and be after such installation the property of AUTHORITY without claim thereto by CONTRACTOR.

FULL BUS WRAP ADVERTISING

The following areas may not be utilized for Full Bus Wrap advertising: the front window, the windows on the front passenger doors, the driver's window to the left of the seat, and the portion of the window to the left of the front passenger doors (when facing that side of the bus from the street) that allows the electronic side sign to be visible. The passenger side handicap sticker, ramp language and button, and speaker must remain visible/functional. All reflectors and vent holes must be cut out so they are not covered. The doors will also need to be cut out to remain functional.

The bus number on the front and back of each bus may be modified in color and placement but not size. The logo and bus number on the sides of the bus are to be placed on the headliner above the windows; the color of the bus number may be modified, but the color of the logo may not be modified. AUTHORITY will be the sole determinant of the vehicle route(s) to be used by buses displaying Full Bus Wrap advertising.

CONTRACTOR shall notify AUTHORITY of any entity having expressed interest in contracting for advertising, as well as the vinyl intended for use. CONTRACTOR must submit color proofs of the proposed Full Bus Wrap advertising and receive prior approval of AUTHORITY'S Public Relations Manager.

CONTRACTOR is responsible for providing to clients and AUTHORITY'S Public Relations Manager proof of placement in the form of photographs.

All advertisements shall adhere to AUTHORITY'S Advertising Policy (copy attached) and receive prior approval of AUTHORITY'S Public Relations Manager. CONTRACTOR shall notify AUTHORITY of any entity having expressed interest in contracting for advertising, with AUTHORITY to then obtain consent from representatives of The Pennsylvania State University, when applicable, and notify CONTRACTOR of permission to proceed with executing a contract. Failure of CONTRACTOR to obtain prior AUTHORITY approval for any and all advertisers and advertising content may result in immediate termination of this Agreement.

Subject to the terms of this Agreement, CONTRACTOR shall have full control of the rates and prices to be charged for the advertising and the terms, conditions and manner of payment by advertiser, provided all are commercially reasonable. CONTRACTOR shall provide copies of current rate sheets to AUTHORITY'S Public Relations Manager on a quarterly basis. Multiple rate sheets should be supplied should rate sheets vary for local versus national accounts. In addition, AUTHORITY shall provide such information as CONTRACTOR may require as covered by this Agreement.

AUTHORITY shall use reasonable care for the protection of interior advertising card holders and shall exercise reasonable care in preventing others from disturbing the same. AUTHORITY shall be liable for any damage to any property of CONTRACTOR or its advertisers if such damage comes about as a result of any action, or failure to act, by AUTHORITY. AUTHORITY further agrees to maintain the appearance of vehicles covered under this Agreement in a neat and clean manner.

Provided such advertising does not occupy space needed by CONTRACTOR for a paying advertiser, AUTHORITY shall be permitted up to four (4) interior advertising card positions per bus, as well as the exterior advertising panels on up to six (6) buses and the full bus wrap advertising space on up to two (2) buses, at all times to promote AUTHORITY'S services. The two spaces on the wall directly behind the driver in each bus are reserved solely for use by AUTHORITY.

6. ACCESS TO VEHICLES: CONTRACTOR shall have access to AUTHORITY vehicles each Sunday from 6:00 a.m. until 3:00 p.m., as far as practical, and at other times as needed and feasible with permission

from AUTHORITY's Public Relations Manager. CONTRACTOR shall notify AUTHORITY by 5:00 p.m. each Wednesday of the buses needed for exterior advertising placement that week. CONTRACTOR agrees to provide to AUTHORITY the names of individuals authorized to conduct business on AUTHORITY's property on CONTRACTOR's behalf, and documentation of insurance meeting the requirements of Section 7 must be provided in advance for each designated individual. Designated individuals shall sign a sheet provided in the Dispatch Office upon arrival and departure from AUTHORITY's property. Presence of unauthorized individuals on AUTHORITY's property for the purpose of conducting business on CONTRACTOR's behalf may result in immediate termination of this Agreement.

Regarding full bus wraps, AUTHORITY agrees to the following installation requirements: bus to be presented at a temperature above 50 degrees Fahrenheit, installation space to be under shelter with surrounding space for installation equipment, and bus to have recently been through the bus wash. CONTRACTOR must provide a minimum notice of two weeks to AUTHORITY prior to actual installation to allow for the proper preparation of the bus by AUTHORITY. Installation must occur on AUTHORITY's property on a Saturday and/or Sunday only, as far as practical, and at other times as needed and feasible with permission from AUTHORITY's Public Relations Manager, and shall in no case exceed a total of two days for the bus to be unavailable to AUTHORITY for revenue service operation.

All Full Bus Wrap care and maintenance shall be the responsibility of CONTRACTOR, the exception being those circumstances where damage is caused by AUTHORITY. CONTRACTOR shall be responsible for rectifying any issues that arise due to normal bus use, to include daily washing. Responsibility for any damage to a Full Bus Wrap due to an accident shall default to vehicular insurance coverage.

CONTRACTOR and AUTHORITY shall jointly inspect each bus prior to installation to document any existing damage. CONTRACTOR shall be solely responsible and shall indemnify AUTHORITY for any damage to a bus, cosmetic or otherwise, caused by installation, placement and/or removal of Full Bus Wrap advertising, and CONTRACTOR shall be solely responsible for returning the exterior of any bus used for Full Bus Wrap advertising to its prior condition, less normal wear and tear, once the advertising is removed. This requirement for Full Bus Wrap advertising is in addition to any other indemnity or damage responsibility of CONTRACTOR contained in this Agreement. This requirement shall include reimbursement to the AUTHORITY or its agent for materials and labor to make such repairs or repainting, the decision as to whether work is done by a vendor or by AUTHORITY to be solely at the discretion of AUTHORITY. The AUTHORITY will notify CONTRACTOR in writing of any such damage found as soon as practical along with an estimate for repairs. Failure to comply with this section within ten (10) days of written notice by the AUTHORITY may be cause for termination of this Agreement.

7. INDEMNITY AND INSURANCE: CONTRACTOR covenants and agrees to defend any and all suits brought against AUTHORITY, its employees, agents and assigns, by an employee of CONTRACTOR or other person, or entity (whether employed by CONTRACTOR, AUTHORITY, or otherwise) for damage alleged or claimed to have been caused by, through, or in connection with the installation, existence, use, or exercise of the rights and privileges herein granted to CONTRACTOR, including, but without limiting the generality of the foregoing to, the maintenance, presence, operations, and use of any or all of said interior advertising card holders, advertising cards, exterior advertising panels, and all related and incidental equipment; and CONTRACTOR covenants and agrees to indemnify and save harmless AUTHORITY, its employees, agents and assigns, from and against claims arising out of the installation,

existence, use, or exercise of the rights and privileges herein granted to CONTRACTOR, including but not limiting the generality of the foregoing to the maintenance, presence, operation, and use of any or all said interior advertising card holders, advertising cards, exterior advertising panels, and all related incidental equipment. Nothing herein shall be construed to require CONTRACTOR to pay or settle any such claim prior to judgment, unless they choose to do so. In the event of any accident or claim, CONTRACTOR shall give immediate notice thereof to AUTHORITY. In the event of any such claim against AUTHORITY ensuing here from, AUTHORITY shall promptly notify CONTRACTOR. CONTRACTOR shall indemnify, defend and hold AUTHORITY harmless for any claim or cause of action, or any nature whatsoever, by any third party arising out of the rights granted to CONTRACTOR pursuant to this Agreement. CONTRACTOR further agrees to defend, indemnify and hold AUTHORITY harmless for any claim of damage of whatsoever nature arising out of or related to the acts or omissions of its employees or agents in performance of any duty related to this Agreement. CONTRACTOR agrees to waive and hold AUTHORITY harmless for any claim of consequential damages, lost profits or other expectation of income for termination of this Agreement as provided for in Section 8 hereof.

AUTHORITY further agrees to indemnify, defend and hold CONTRACTOR harmless for any claim or cause of action, of any nature whatsoever, involving denial of proposed advertising pursuant to AUTHORITY's Advertising Policy. CONTRACTOR shall notify AUTHORITY of any entity having expressed interest in contracting for advertising, with AUTHORITY to then obtain consent from representatives of The Pennsylvania State University, when applicable, and notify CONTRACTOR of permission to proceed with executing a contract. Failure of CONTRACTOR to obtain prior AUTHORITY approval for any and all advertisers and advertising may result in immediate termination of this Agreement.

AUTHORITY shall indemnify and hold harmless CONTRACTOR from and against all damages, costs and expenses (including reasonable attorney fees) paid or incurred by CONTRACTOR that arise on account of or in connection with any suits, causes of action, proceedings or claims for bodily injury or property damage that arise from the operation of the AUTHORITY'S vehicles.

CONTRACTOR shall procure and maintain in effect during the term of this Agreement Comprehensive General Liability Insurance in amounts not less than a combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage claims and furnish to AUTHORITY an appropriate certificate from the insurance carrier showing the insurance to be in force and naming AUTHORITY as an additional insured. Any independent contractors hired by CONTRACTOR must also provide Comprehensive General Liability Insurance in amounts not less than a combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage claims and furnish to AUTHORITY an appropriate certificate from the insurance carrier showing the insurance to be in force and naming AUTHORITY as an additional insured. In addition, workers compensation insurance must be provided by CONTRACTOR in amounts required by the state of Pennsylvania for such coverage, and an appropriate insurance certificate shall be provided to AUTHORITY. All insurance coverage shall have no cross-claim exclusions.

8. TERMINATION: If AUTHORITY decides to permanently cease operation of the bus system, this Agreement will automatically terminate forthwith, as of the date of cessation of operations.

AUTHORITY reserves the right to terminate this contract or renegotiate the terms of this contract at the end of the base two-year Agreement or at the end of each option year.

AUTHORITY retains the right to terminate this Agreement in its entirety if CONTRACTOR fails to perform in accordance with any of its provisions. Such termination for cause shall become effective upon ten (10) calendar days written notice to CONTRACTOR by AUTHORITY.

AUTHORITY retains the right to terminate this Agreement solely at its convenience upon thirty (30) calendar days written notice to CONTRACTOR by AUTHORITY.

Upon termination of the Agreement for any reason, CONTRACTOR agrees to surrender any and all existing advertising contracts to AUTHORITY and/or its agent on or before the termination date.

Upon and/or following termination of the Agreement for any reason, CONTRACTOR agrees that it shall specifically perform and be solely responsible for removal of any exterior bus wraps or advertising upon expiration of the commitment to an advertiser contracting for the exterior wrap or advertising, time being of the essence for performance of this covenant. This covenant by CONTRACTOR shall survive termination of this Agreement. CONTRACTOR may satisfy this covenant by forwarding to AUTHORITY any monies held in escrow from an advertiser/client for purpose of covering the expense of removal of exterior bus wraps and/or advertising.

9. MODIFICATION OF AGREEMENT: This Agreement cannot be altered or modified in any respect except by written amendment signed by duly authorized representatives of both AUTHORITY and CONTRACTOR.
10. REPORTING REQUIREMENTS: Copies of all executed contracts between CONTRACTOR and the advertiser shall be furnished to AUTHORITY's Public Relations Manager by the seventh (7th) day of each month. Accurate monthly comprehensive sales reports and inventories shall be provided to AUTHORITY's Public Relations Manager by CONTRACTOR containing an inventory of all ads appearing in/on the buses, to include number of interior advertising cards and exterior advertising panels purchased, name of advertiser, length and time of contract, cost of contract, monthly cost, billings, collections, and size of bus. CONTRACTOR further agrees to provide other reports and information as requested by AUTHORITY. AUTHORITY staff will sporadically audit inventories to confirm accuracy. Any discrepancies noted between CONTRACTOR's reports and advertisements actually placed by CONTRACTOR shall be reconciled by both parties within fifteen (15) calendar days of verbal or written notice by AUTHORITY to CONTRACTOR of the discrepancy.
11. FEDERAL/STATE REQUIREMENTS: All conditions, provisions, and responses set forth in CONTRACTOR's proposal, dated (date), and AUTHORITY's Request for Proposals dated February 11, 2015, are incorporated herein by reference and are fully binding upon the parties hereto provided. AUTHORITY's Request for Proposals and this Agreement shall take precedence in the event that they conflict with any part of CONTRACTOR's proposal.

12. CLAIMS: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be adjudicated in accordance with the laws of the Commonwealth of Pennsylvania in any court having jurisdiction thereof, with venue and subject matter jurisdiction being in the Court of Common Pleas of Centre County.
13. WAIVERS: No waiver of any term or condition of this Agreement on any occasion shall be deemed to be a waiver of any other term or condition of this Agreement on any other occasion.
14. NOTICES: Notices, demands or communications that are required to be in writing shall be deemed to have been duly given and received when deposited as registered mail in the United States mails by one party to the other at the following addresses:

AUTHORITY:

Jacqueline Sheader, Public Relations Manager
 Centre Area Transportation Authority (CATA)
 2081 W. Whitehall Road
 State College, PA 16801

CONTRACTOR:

(Name)
(Firm)
(Address)

15. PROHIBITIONS: CONTRACTOR agrees to not enter into any contracts or accept contracts or conduct business with any firms, businesses or individuals that are currently in arrears to AUTHORITY.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers of the day and year above written.

AUTHORITY:

CONTRACTOR:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date