



SUBURBAN MOBILITY AUTHORITY for REGIONAL TRANSPORTATION

REQUEST FOR PROPOSALS

Advertising Services

Prepared by:

SMART
Procurement Department
22700 E. Fifteen Rd.
Clinton Township, MI 48035

Return to Attention of:
Keri J. Bright, Senior Purchasing Agent

RFP Control Number: RFP # 11-586
RFP Due Date: 3:00 PM Eastern Time, February 18, 2011

VENDOR NAME: _____

REPRESENTATIVE NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ FAX _____

EMAIL: _____

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1.00 INTRODUCTION AND STATEMENT OF WORK

1.01 Introduction and SMART Contact Information

This Request for Proposals (RFP) is being solicited by the Suburban Mobility Authority for Regional Transportation (SMART), a public transportation authority in southeast Michigan that serves more than 10 million passengers annually.

Request For Proposals (RFP) Title:	Advertising Services
RFP Control Number:	11-586
Date Advertised:	January 19, 2011
Date Issued:	January 20, 2011
Due Date, Time, and Location:	February 18, 2011 at 3:00 PM Eastern Time
	Procurement Department
	22700 E. 15 Mile Rd, Clinton Township, MI 48035
Purchasing Agent:	Keri J. Bright
E-mail Address:	KBright@smartbus.org
Telephone Number:	586-791-4211
Procurement Manager:	Charles F. Couwlier
Project Manager:	Beth Gibbons, Manager of Marketing & Communications

1.02 Overview

SMART is the only regional bus system in southeast Michigan which provides approximately 12 million rides annually helping to get people to work, school, medical appointments, shopping centers, entertainment and cultural areas. SMART directly operates fixed route and Connector paratransit service. Through the SMART Community Partnership Program (CPP), SMART partners with municipalities and organizations to support them in the operation of local paratransit services.

SMART fixed route (large buses) operates 54 routes, 7 days a week, 22 hours a day. SMART paratransit service (small buses) called Connector, is an advanced reservation, curb-to-curb service designed to meet many of the special needs of people who can't access SMART's regular fixed route service. This service is primarily used weekdays by older adults (65 years or older) and people with disabilities for trips to medical facilities, shopping or recreational activities. In accordance with Americans with Disabilities Act (ADA) SMART provides complementary paratransit service for people whose disability prevents them from using SMART's fixed route service. The ADA service covers the same areas, times and transfers as SMART fixed route service. ADA Service area is available within 3/4 of a mile of any SMART regular fixed route, excluding commuter service such as Park & Ride routes.

SMART has 75 CPP agreements throughout the region and provides funding, maintenance and technical support in the operations of local transit services. Communities participating in the CPP benefit from SMART's ability to leverage federal funding to return it back to the communities for local transit services.

1.03 History

SMART was originally created in 1967 under Public Act 204 as Southeastern Michigan Transportation Authority (SEMTA). In 1989 Public Act 481 of 1988 amended Public Act 204, reorganizing SEMTA without the City of Detroit and SEMTA was renamed the Suburban Mobility Authority for Regional Transportation (SMART).

In 1995 a 0.59 mil property tax was approved by the voters of the three counties which SMART services. However the millage is not applied uniformly across the three counties. In Macomb County the millage applies to the entire county. The versions approved in Wayne and Oakland Counties allow municipalities to opt out of the millage (see the services areas listed below).

SMART is funded by federal and state grants as well as the local .59 mil property tax. Residents have an opportunity to vote every two or four years to renew the SMART millage. Since 1995, every SMART millage has successfully passed. In 2010, the millage passed with a 75% yes vote, the highest percentage since 1995 when the millage was initiated. It is important to maintain the high confidence level among residents of southeast Michigan and encourage new riders to try SMART.

1.04 SMART Service Area

SMART bus service extends in to all of Macomb County, portions of Oakland and Wayne Counties. Both fixed route and Connector service serve the following communities.

Macomb County – All Communities

Oakland County – Auburn Hills, Berkley, Beverly Hills, Bingham Farms, Franklin, Birmingham, Bloomfield Township, Clawson, Farmington, Farmington Hills, Ferndale, Hazel Park, Huntington Woods, Madison Heights, Oak Park, Pleasant Ridge, Pontiac, Royal Oak, Royal Oak Township, Southfield, Troy, Walled Lake, West Bloomfield Township

Wayne County – Allen Park, Dearborn, Dearborn Heights, Ecorse, Garden City, Grosse Pointe, Grosse Pointe Farms, Grosse Pointe Park, Grosse Pointe Shores, Grosse Pointe Woods, Hamtramck, Harper Woods, Highland Park, Inkster, Lincoln Park, Melvindale, Redford Township, River Rouge, Riverview, Romulus, Southgate, Taylor, Trenton, Wayne, Westland, Wyandotte

1.05 Scope of Work

SMART's mission is to provide safe, reliable, convenient and economical transportation for the residents within the SMART service area.

SMART intends to establish a contract with an agency for the purpose of providing various marketing, advertising and public relations services. SMART is looking for an organization which understands the role of SMART and importance of public transportation in Southeast Michigan.

The Marketing and Communications Manager is the primary point of contact and will determine which projects/programs will be conducted. SMART will not compensate for any costs incurred in preparation of this bid.

A. Objectives

- Increase ridership
- Enhance SMART's image to current and potential riders as a service that is safe, convenient, reliable and an economical transportation option, thereby increasing ridership throughout the system.
- Increase awareness of the cost-effective value and importance of SMART to County officials, community leaders, businesses, and other stakeholders throughout and the region, thereby increasing support of SMART initiatives.

B. Targeted Audience

- Core Audience
 - Students
 - Workers
 - People with Disabilities
 - Seniors (65 years and older)
 - Transit dependent
 - Community leaders/elected officials
- New Audiences
 - College Students
 - Choice/Potential riders
 - Non-riding public
 - Businesses

The scope of work for each area is described but is not limited to the following areas:

C. Marketing / Advertising

1. Develop an annual ***Marketing and Communication plan*** that recommends integrated marketing and communication campaigns and incorporates various tools (*traditional as well as non-traditional tools*), i.e. social media networks, on-line marketing, texting campaigns, electronic newsletters, etc.). ***Objectives*** are as follows (not inclusive):
 - a. Increase awareness and create a positive perception of SMART and its services.
 - b. Educate and inform various target audiences about SMART, its services and the importance of public transportation.
 - c. Encourage trial/repeat ridership on SMART
 - d. Increase the use and number of MySMART (personal website accounts) accounts who receive email alerts, updates on major service changes, promotions, weather updates, etc.
 - e. Promote the use and purchase of SMART 31 day passes and value passes online.
2. ***Design and editing consultation*** for promotional/collateral material including but not limited to the following:
 - a. Direct mail pieces
 - b. Schedule design
 - c. Informational flyers
 - d. Trade show/Presentation boards
 - e. Brochures
 - f. Posters

3. Develop, write and produce **radio commercials and television advertising** as needed.
4. Develop, write and produce **video segments for use on SMART's website** as well as social media outlets.
5. **Purchase and place media** (TV/radio/cable/print/online) Identify special media-buy opportunities. Vendor should make every effort to negotiate as much added value as possible. This may take the form of bonus air time, program or event sponsorships, web page links and advertisements and other appropriate opportunities.
6. All recommended programs should include goals and measurable results.
7. Must be able to work with in-house graphics staff to implement creative execution of collateral materials.
8. Perform the following **copywriting Services**
 - a. Annual Report
 - b. Collateral material copy development
 - c. Radio/Television/Video scripts
 - d. Print and online marketing ad copy
 - e. Press Releases
 - f. Newsletter Articles
 - g. Website Copy
 - h. Other projects as requested
9. Provide the following **Web-Site support** (not inclusive):
 - a. Assist in the development of a Social Media Strategy.
 - b. Recommend improvements/suggestions for My SMART capabilities in order to extend and expand usage.
 - c. Integrate social media networking/online marketing into recommendations for advertising/marketing programs.
 - d. Suggest blogging/Facebook/twittertopics
 - e. Proposed updated website features.
 - f. Develop appropriate measurement metrics

(SMART expects to introduce a new website in early 2011. The current SMART website technology, Microsoft Content Management System, is obsolete and will not be supported by Microsoft in the future.

The new website has social media networking and blogging capabilities. In addition, SMART has invested in location-based smart technology to provide customers with real time arrival information. These are new endeavors for SMART which will help to reach its objectives to enhance SMART's reach with current riders, potential riders and supporters; increase awareness and ridership for the SMART services; and build greater trust and connection with present and potential riders. Limited staff may prevent a full blown program; however, the selected vendor should be able to support these efforts.)

D. Other

1. Analyze current ridership, determine potential riders and develop target audience demographics.
2. Research and report on transportation industry trends and applicable best practices.

3. Cultivate relationships with other businesses for promotional opportunities to provide value added benefits for SMART riders.

E. Deliverables of final product

1. Creative design work must be done in Adobe InDesign.
2. Upon completion, final artwork must be provided to SMART as editable InDesign files and include all linked artwork files.
3. SMART maintains ownership and retains the right to use any and all work produced by vendor during and after the contract period.

F. Pricing for Services

1. Provide hourly rates for all services necessary to complete projects proposed in Scope of Work including but not limited to account management, administration, supervision, creative/concept development, layout/design, copywriting, etc.
2. Any outside costs will be billed at net.
3. Indicate commission rates for media placement.

2.00 SOLICITATION PROCEDURES

2.01 Solicitation Schedule

Pre-Proposal Conference (if applicable) (Sec. 2.02):	NA
Requests for Clarification and Communications Deadline (Sec. 2.03):	3:00 PM, ET, February 1, 2011
Proposal Due Date and Time (Sec. 1.01):	3:00 PM, ET February 18, 2011

2.02 Pre-Proposal Conference

☐ A Pre-Proposal Conference (including a site visit if applicable) will be held on the above date and time at . The project will be discussed at the meeting; however, no statements understood to be modifications to the RFP are valid or binding unless issued as addenda. Attendance is encouraged, but is not mandatory.

☒ A Pre-Proposal Conference will not be held.

☐ A Site Visit can be scheduled by contacting the Project Manager. The Project Manager or designee is not authorized to discuss specifics of the RFP. Any representations made during the site visit are not binding on SMART, and should not be used in the preparation of the RFP response. No addenda will be issued as a result of this site visit. Separate site visits will not be held if there is a scheduled Pre-Proposal conference.

2.03 Offeror Communications

During the solicitation process, all forms of contact and correspondence in regard to any aspect of this solicitation shall only be with the Purchasing Agent identified in Section 1.01. Further, this Offer must be made based upon an independent price determination, and Offeror shall not have communications with others for the purpose of restricting competition. Any alleged breach of this Section may, at SMART's sole discretion, result in the rejection of the breaching Offeror's proposal.

At any time before the Requests for Clarification and Communications Deadline (See Section 2.01), the Offeror may request a clarification, interpretation, or further explanation of any portion of this RFP. Offerors may also request approval of an item that deviates from the specifications stated in the Scope of Work. All such requests should be done on Request for Clarification form(s), as provided in Section 3.04. All such Request for Clarifications and SMART's responses will be issued as addenda and made available to all prospective bidders, as will responses. Each request shall be submitted on a separate form. Multiple questions on one form, and questions submitted in any other format, will not be considered. Approval, denial, and any other response to requests are in the sole discretion of SMART.

2.04 Addenda to the RFP

SMART reserves the right to amend the RFP at any time prior to the Proposal Due Date. Any such amendments will be issued as addenda to the RFP, and will become part of the RFP. Notification of the addenda will be posted exclusively on the MITN website, www.mitn.info. All Offerors shall acknowledge the receipt of all addenda in their proposal. Failure to do so may result in the rejection of an Offeror's proposal, at SMART's sole discretion.

2.05 Proposal Content Requirements

Offerors must precisely follow all of the instructions of the RFP. All proposals must include the entire RFP document, as the combination of the RFP and the Offeror's response form the Contract. Failure to conform to all content and packaging requirements may result, at SMART's sole discretion, in rejection of an Offeror's proposal. Proposals shall be submitted in a sealed package, marked "TECHNICAL PROPOSAL." The **package shall contain one (1) original, signed document, and six (6) copies.** The required contents of each package are described below:

TECHNICAL PROPOSAL

The Technical Proposal must include all information necessary for SMART to evaluate both the Offeror, and the Offeror's proposal. It must address all issues of responsiveness and responsibility, as set out in Qualification Requirements, Section 2.08, and Evaluation Criteria, Section 2.09. Additionally, all required forms, and any Deviation forms related to the Technical Proposal, shall be included and properly completed.

PRICING PROPOSAL

Not required to be submitted with proposal. A cost proposal will be requested with the highest ranked firm in accordance with the selection process in Section 2.10.

2.06 Modification or Withdrawal of Proposals

A modification of a proposal already received will be accepted by SMART only if the modification is received prior to the proposal Due Date, is requested by SMART, or is made in response to a request for revised proposals. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposals.

An Offeror may withdraw a proposal prior to the proposal Due Date by submitting to SMART a written request for withdrawal executed by the Offeror's authorized representative. The withdrawal of a proposal does not prejudice the right of an Offeror to submit another proposal within the time set for receipt of proposals.

2.07 Proposal Evaluation, Negotiation, and Selection

Proposals will be evaluated, negotiated, and selected using the criterion and processes explained herein. In addition to disqualifying proposers and/or proposals based upon this process, SMART may, in its sole discretion, reject any or all proposals or Offerors for any reason. Any and all

Deviations, Clarifications, reservations, and additional or contradictory terms included in a bid may result in its rejection, at SMART's sole discretion. SMART also reserves the right to waive any defects or irregularities in any proposal, or to request that an Offeror provide any missing information and make corrections.

2.08 Qualification Requirements

Proposals are first evaluated, as a threshold requirement to conduct business with SMART, to determine the responsibility of Offerors. If it is found that an Offeror does not meet these requirements, and cannot be made to meet these requirements, that vendor may not be considered for the competitive range or for award of the Contract. This determination is made in the sole discretion of SMART. These requirements are listed in no particular order of importance:

- A. Sufficient financial strength and resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner. Examples of ways to demonstrate this are as follows:
 - 1. Offeror's financial statements prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) and preferably audited by an independent certified public accountant;
 - 2. Willingness of a parent company to provide a financial guaranty evidenced by a letter of commitment signed by an authorized representative of the parent company.
- B. Evidence that the human and physical resources of the Offeror are sufficient to perform the Contract as specified and assure delivery of all equipment and/ or services within the time specified in the Contract. Examples of ways to demonstrate this are as follows:
 - 1. Evidence of sufficient personnel staffing levels with sufficient skills, training, expertise, to complete the Contract as required and satisfy any circumstances that may arise during the Contract;
 - 2. Evidence of sufficient equipment to complete the Contract as required and satisfy any circumstances that may arise during the Contract.
- C. Evidence of satisfactory performance and integrity on past and current contracts. Examples of ways to demonstrate this are as follows:
 - 1. References from past and current clients;
 - 2. Awards and accolades based upon similar past and current projects;
 - 3. Prior contractual successes with SMART.
- D. Compliance with all Equal Employment Opportunity laws and regulations. This may only be evidenced by proper completion of Form 3.06, EEO Compliance.

2.09 Evaluation Criteria

If a proposal has been determined to meet all Qualification Requirements and is not otherwise rejected, it is then evaluated based upon the Evaluation Criteria for determining the competitive range or selection of a proposal for potential award.

The criteria are listed in their relative order of importance. Any and all Deviations, Clarifications, reservations, and additional or contradictory terms included in a proposal that did not result in rejection will be evaluated in this Section according to what evaluation criteria they affect.

"Responsibility" is a pass/fail criterion. "Responsiveness" will be evaluated as a component of each applicable element. Proposals which deviate significantly from the specifications may be considered non responsive.

- **Prior Experience and References**

1. Project Examples:
 - a. Include a summary of up to three (3) integrated marketing/advertising campaigns within the past 5 years which that most closely relates to the objectives stated in this proposal.
 - b. Indicate the outcome/measurables for each project.
 - c. The campaign summary should be no longer than 2 pages each.
 - d. Include the client contact person, address, phone number and email address.
 - e. Provide no more that 2 creative samples of each of each element in the campaign.
2. Provide a list of 3 organizations or clients which similar work has been performed within the last 5 years.
3. Include contact information (company name, contact name, title, address, phone number, email address).

- **Industry Knowledge**

1. Provide a brief summary of your knowledge of SMART and its services and how they can be positioned to attain the stated objectives to increase ridership, awareness and improve perceptions.

- **Organization Capabilities**

1. Ability to perform all of the following services and provide support to demonstrate success.
 - a. Copywriting
 - b. Media Buying
 - c. Public Relations
 - d. E-marketing
 - e. Website content development
 - f. Social Media
 - g. Integrated Advertising campaign
2. Provide the location of the office from which the work will be handled.
3. List your active clients and the length of time servicing the each account, annual billings for each and total agency billings.

- **Staff**

1. Identify key staff to work on SMART account
2. Provide a short bio on each
3. Indicate accounts similar SMART each has worked on

The cost proposals and price-related factors will be less than the total of all the technical evaluation criteria combined.

2.10 Determination of the Competitive Range

If proposal evaluation as explained in Section 2.08 and Section 2.09 does not provide sufficient information for SMART to select a proposal for potential award, SMART may, at its sole discretion, establish a competitive range of proposals for further discussion with SMART.

Proposals Not Within the Competitive Range

Proposals that have been determined to be outside of the competitive range, and unable to be made within the competitive range at SMART's discretion, will be excluded from further evaluation and will not be considered for award.

Proposals within the Competitive Range

The Offerors who are found by SMART to be within the competitive range, or whose proposals may be made to be within the competitive range (at SMART's discretion), will be notified in writing. SMART will then undertake to further evaluate the remaining Offerors through interviews, requests for clarifications, site visits, or any other analysis determined by SMART to be probative of the Offeror's ability to perform the Contract.

Any and all Deviations, Clarifications, reservations, and additional or contradictory terms included in a proposal may be negotiated at this time. Failure to come to a resolution acceptable to SMART may result in a proposal to be found outside of the competitive range.

No information, financial or otherwise, will be provided to any Offeror about any of the proposals from other Offerors within the competitive range during this process. Offerors will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their rankings in relation to other Offerors.

2.11 Interviews

Top scoring proposals **may** be invited to an oral interview conducted by the Evaluation and Selection Committee. The criteria are listed numerically by their relative order of importance. If Interviews are conducted, the scores will be combined with the vendor's technical scores with the interview representing 30% of the total score.

- Scope of Work Understanding
 - Demonstrate innovative/creative approach to meet the stated objectives
 - Integrate marketing/advertising plan to meet objectives
- Technical Content
 - Specific related experience
 - Industry knowledge and understanding
- Presentation / Communication Skills
 - Responsiveness to questions
 - Professionalism of persons assigned to account
 - Quality and content of presentation

2.12 Best and Final Offers (BAFO)

After further evaluation of the competitive range has been completed, each Offeror in the competitive range may be afforded, at SMART's sole discretion, the opportunity to amend its proposal and make its BAFO. SMART may also use the BAFO process, in the issuance of a Request for Revised Proposals, to clarify, modify, delete, or add work or terms to any portion of the RFP.

Any modifications to the initial proposal made by an Offeror shall be clearly identified in its BAFO. At SMART's discretion, scoring criterion may be modified in their entirety or order of importance during this evaluation phase. SMART will make any appropriate adjustments to the initial scores for any criteria which have been affected by modifications made in the BAFO. SMART will then choose the proposal that it finds to be most advantageous to SMART.

2.13 Notice of Intent to Award, and Contract Award

Once SMART has determined the Offeror to which it intends to award the Contract, a Notice of Intent to Award letter will be sent to that Offeror requesting all Required Submissions, which are listed in Section 5.00. Failure to submit satisfactory documents within ten (10) business days may result, at SMART's sole discretion, in the contract being awarded to an alternative offeror. These documents must be accepted prior to initiation of work under the Contract. The Notice of Intent to Award does not bind SMART, and is not an acceptance of the Offer.

The acceptance of an Offer for award, if made, shall be evidenced only by a fully executed Offer and Award Form, Form 3.03, delivered in person, by mail, or electronically to the Offeror whose Offer is accepted. No other act by SMART shall evidence acceptance of an Offer. Such notice shall obligate said Offeror to commence performance under the Contract.

3.00 REQUIRED FORMS AND SUBMISSIONS

Forms 3.01-3.10 must be completed and included in the Offeror's Response to the Proposal, even though some may not seem to apply to this solicitation. Failure to complete any of these forms may result, at SMART's sole discretion, in the rejection of that proposal.

Section 5.0, *Required Submissions for Selected Vendor after Notice of Intent to Award*, details all submissions the successful Offeror must produce before being awarded the Contract. When SMART has chosen an Offeror to which it intends to award the Contract, a Notice of Intent to Award letter, see Section 2.12, requesting all submissions will be sent to the recommended vendor.

3.01 PRICING SCHEDULE

The Offeror hereby offers to furnish to SMART all goods and/or services at the prices as proposed below, pursuant to all requirements, terms, and conditions as stated in the RFP and response, and incorporated in SMART's Request for Proposals herein.

Alternative pricing schemes may be proposed provided that they are in addition to a base proposal.

Enter below the proposed price for marketing and advertising services described in the Scope of Work, Section 1.05. Include all direct and indirect costs as indicated that are necessary to perform the requirements of this contract.

Hourly Rate for Key Personnel	Base Year	YR 2	YR 3
1.			
2.			
3.			
Other:			
Indicate Cost per Hour, per item, etc...			
Account Management – hourly rate			
Account Supervision – hourly rate			
Account Executive – hourly rate			
Creative Concept Development – hourly rate			
Graphic Design/Layout – hourly rate			
Copywriting – ads, website, brochures – hourly rate			
Media Placement – commission rate			
Print Ads			
Radio			
Television/cable			
Other			

NAME OF OFFEROR: _____

3.02 ACKNOWLEDGEMENT OF ADDENDA

Addenda are published on the Michigan Intergovernmental Trade Network website (www.mitn.info). Failure to acknowledge all addenda may result in rejection of any such proposal, at SMART's sole discretion.

The Offeror acknowledges receipt of the following addenda. **If the RFP did not have any addenda, please submit this form filled out as "NOT APPLICABLE".**

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Name of Offeror: _____

Signature Of
Authorized Signer: _____

Name And Title of Offeror's Authorized Official: _____

3.03 OFFER AND AWARD

By executing below, the Offeror hereby offers to furnish equipment and services as proposed, pursuant to all requirements, terms, and conditions as stated in the RFP and response, and incorporated in SMART's Request for Proposals No. 11-586. Offeror stipulates that all terms of the Contract are negotiated, and that the consideration for this Contract is real and not merely a recital. This Contract is valid and enforceable with electronic, facsimile, and mechanically reproduced signatures, and if separately countersigned. This Offer shall remain open and valid for 120 days from the proposal Due Date.

Offer: Name of Offeror: _____

Signature of Offeror's Authorized Official: _____

Name and Title of Offeror's Authorized Official: _____

Date: _____

By executing below, SMART accepts the Offer as indicated above.

Award:

Name and Title of SMART Official

Signature

Date

3.04 REQUEST FOR CLARIFICATION

This form must be used to request clarifications, changes, substitutions, explanations, or approval of items equal to items with specified brand names. This form must be submitted by the Requests for Clarification and Communications Deadline, noted in Section 2.01. Each request must be submitted on a separate form. Multiple questions on the same form will not be answered. Attach additional pages if necessary. **If Offeror has no Requests for Clarification, please submit this form filled out as "NOT APPLICABLE".**

RFP Control Number: 11-586

Request Number: _____

Clarification Regarding RFP Section: _____

Page No in RFP: _____

Clarification:

Reason/Rationale for Request:

NAME OF OFFEROR: _____

Below this line for SMART use only

SMART Response:

3.05 PROPOSAL DEVIATION

This form must be completed for each condition, exception, reservation, understanding, additional or contradictory terms, etc. (i.e. deviation) in Offeror's proposal. Any and all deviations and rationale must be explicitly stated so that they may be properly evaluated. Deviations which SMART finds ambiguous, unfavorable, or unacceptable may result in lowered proposal evaluation scoring, or may result in the rejection of the proposal, at SMART's sole discretion. Copies of this form must be submitted for each deviation. Attach additional pages if necessary. **If Offeror has no Proposal Deviations, please submit this form filled out as "NOT APPLICABLE".**

RFP Control Number: 11-586

Page No. in RFP: _____

Deviation Regarding RFP Section: _____

Deviation Number: _____

Deviation:

Reason for deviation:

NAME OF OFFEROR: _____

3.06 EEO COMPLIANCE

EQUAL EMPLOYMENT OPPORTUNITY

WARNING: SMART WILL NOT DO BUSINESS WITH ANY INDIVIDUAL, COMPANY, CORPORATION OR OTHER ENTITY THAT IS NOT AN EQUAL OPPORTUNITY EMPLOYER.

If you intend to submit this solicitation, please complete the following forms and return them immediately, i.e., *before you prepare your quote, bid or proposal.*

Return the completed forms by US Mail, Fax, or email to:

SMART
Human Resources/EEO Compliance
Buhl Building, Suite 600
535 Griswold
Detroit, MI 48226

Fax: 248-244-9231

MWavra@smartbus.org

A completed copy of this packet is to be included in the appropriate section of your response.

This information will remain on file for one year. It is the vendor's responsibility to update EEO data. If you have any questions, please call at (313) 223-2188 or (313) 223-2378.

Suburban Mobility Authority for Regional Transportation

Equal Employment Opportunity Compliance Report A

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Office of EEO Contract Compliance

Bid / Project Name: RFP: <u>11-586, Advertising Services</u>												
Name of Firm								Employer I.D.				
								Number				
Address												
City				State				Zip				
Independent firm or Owned & controlled by												
Corporate address of parent / affiliate company												
Mark the appropriate box for your reporting unit (Mark only one box)				Consolidated Report				Single Establishment Employer Report				
				Headquarters Unit Report				Individual Establishment Report (Submit one for each establishment)				
				Special Report								
Business Data												
What is the major activity of this establishment (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies,												
Include the specific type of product or type of service provided, and the principal business or industrial activity:												
Have all subcontractors been informed of their responsibility to file EEO Compliance Report A?								Yes NO				
Is an Affirmative Action Plan on file with SMARTs Office of Contract Compliance?								Yes				
An Affirmative Action Plan is on file with the following Governmental agencies. Please list:								NO Plan will be sub -mitted by (date)				
Employment Data Employment at this establishment. Report all permanent, temporary, or part time employees including apprentices and on-the-job trainees. Enter the appropriate figures on ALL lines and in ALL columns. Blank spaces will be considered as zero.												
Job Categories		Establishment		Minority Male				Minority Female				
		TOTAL Employees	Total Male	Total Female	Black	Asian Pacific	Amer. Indian	Spanish Amer.	Black	Asian Pacific	Amer. Indian	Spanish Amer.
Officials /Managers												
Professionals												
Technicians												
Sales Workers												
Office / Clerical Staff												
Craftsmen (Skilled)												
Operators (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
Journey Workers												
Apprentices												
Total												

Employment Data (Page 2 of 2)

Employment at this establishment-Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.

Enter the appropriate figures.

Job	Current Workforce						Under- utilization	Estimated Number of vacancies	Next years Goal				Ultimate Goals			
Categories	Total qty	Minority		Female					Minority		Fem.		Minorit y		Female	
	Employees	#	%	#	%	Min.	Fem		#	%	#	%	Year	%	Year	%
Officials Manager																
Professionals																
Technicians																
Sales Workers																
Office / Clerical Staff																
Craftsmen (Skilled)																
Operators (Semi. Skilled)																
Laborers (Unskilled)																
Service Workers																
Journey Workers																
Apprentices																
Total																

Certification

Name of authorized official								Title															
Signature								date															
Contact Name:								Title															
regarding this report																							
Address								City															
(number and street)																							
State				Zip Code				Area				Telephone				Ext.							
								Code								Number							
How was information as to race or ethnic group obtained?								Visual Survey YES NO				Employment Records YES NO											

Do not write below line SMART Only

Date	Awardable		Signature	Comments
	Yes	No		

3.07 DEBARMENT AND SUSPENSION CERTIFICATION

By signing below, the Offeror certifies that neither it, its principles, nor its sub-contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, state, or local department or agency.

All proposed sub-contractors must submit this form with Offeror's proposal.

If the prospective Offeror is unable to certify the statement above, an explanation must be attached hereto, and SMART reserves the right to disqualify this Offeror based upon any such debarment or suspension.

Signature of Offeror's Authorized Official: _____

Name and Title of Offeror's Authorized Official: _____

Date: _____

NAME OF OFFEROR: _____

NAME OF SUB-CONTRACTOR: _____

3.08 'BUY AMERICA' CERTIFICATION

The Buy America requirements apply to all contracts for rolling stock, steel, iron, or manufactured products with a value greater than \$100,000. For all applicable Offers exceeding \$100,000, this form must be submitted to ensure that the Offeror is in compliance with the requirements of Buy America legislation, 49 U.S.C. 5323(j), and the regulations implementing this legislation as outlined in 49 C.F.R. 661. **If Proposal is not for rolling stock, steel, iron, or manufactured goods, or does not exceed \$100,000, please submit this form filled out as "NOT APPLICABLE".**

CERTIFICATION OF COMPLIANCE:

The Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and regulations implementing this legislation as outlined in 49 C.F.R. 661, as amended.

Signature of Offeror's Authorized Official: _____

Name and Title of Offeror's Authorized Official: _____

Date: _____

CERTIFICATION OF NON-COMPLIANCE

The Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), and regulations implementing this legislation as outlined in 49 C.F.R. 661, as amended, but may qualify for a statutory exception to the requirements (offeror must attach an explanation).

Signature of Offeror's Authorized Official: _____

Name and Title of Offeror's Authorized Official: _____

Date: _____

NAME OF OFFEROR: _____

3.09 LOBBYING CERTIFICATION

Lobbying certification is required for all contracts with a value of greater than \$100,000. For all contracts over \$100,000, submission of this form is a prerequisite imposed by 31 U.S.C. § 1352. **If Proposal does not exceed \$100,000, please submit this form filled out as "NOT APPLICABLE".**

By signing below, the Offeror certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Offeror hereby certifies the truthfulness and accuracy of this statement and all disclosures made hereunder, if applicable.

Signature of Offeror's Authorized Official: _____

Name and Title of Offeror's Authorized Official: _____

Date: _____

NAME OF OFFEROR: _____

4.00 GENERAL CONTRACTUAL PROVISIONS

This section contains terms and conditions of the Contract. All provisions of this RFP are negotiated terms of the Contract unless the Offeror notes any objection(s) properly, using the Proposal Deviation form(s), (See Form 3.05).

4.01 Contract, Contract Documents, and Conflicts

The documents (including portions of the RFP), and materials incorporated therein, listed below constitute the complete Contract between SMART and the Offeror. This Contract contains the entire agreement of the parties, and supersedes all prior negotiations, agreements, conversations, communications, and any other understandings with respect hereto.

The Contract consists of:

1. Amendments, if applicable
2. Best and Final Offer, if applicable
3. Addenda, if applicable
4. Introduction and Statement of Work
5. General Contractual Provisions
6. All other portions of the RFP, as issued
7. Offeror Proposal

If any conflict among these documents arises, the order of precedence shall be as listed above.

4.02 Amendments

Amendments to this Contract are valid only if in writing and signed by an authorized representative of SMART, and an authorized representative of the Contractor. Notwithstanding, no amendments to this Contract are valid that are in violation of applicable laws, regulations, or SMART Board Policy.

4.03 Change Orders

SMART reserves the right at any time to require alterations in, additions to and deductions from the work initially contemplated in the formation of the Contract without rendering void the Contract. All work shall be described in a written Change Order signed by an authorized SMART representative. The contractor shall submit a detailed technical proposal for the amended requirements within 30 days if necessary, as determined by SMART. If the Contractor determines that any pricing changes will result from the Change Order, it shall be treated as a request for an amended pricing schedule and Contractor shall not proceed with the modified work until authorized by SMART. Amended pricing information shall be submitted along with all backup documentation within 30 days. The proposed technical proposal and, if applicable, pricing schedule, shall be accepted or modified by negotiation. Disagreements arising under this Section that cannot be resolved by negotiation may result, at SMART's sole discretion, in a Termination for Default (See Section 4.14) of the Contract. SMART may alternatively elect, at its sole discretion, to revert to the original requirements of the Contract.

4.04 RFP and Proposal Omissions

The Contractor shall have the responsibility of supplying all parts and services required to make the product complete and ready for service, even though such details may not be specifically mentioned in the RFP or Proposal. If Offeror is uncertain about responsibility to supply parts or services due to perceived ambiguity within the RFP, it is the sole responsibility of the Offeror to submit a Request for Clarification, Form 3.04, or Proposal Deviation, Form 3.05, as appropriate.

4.05 Governing Law and Parties; Venue and Disputes

This Contract and all related disputes shall be interpreted in accordance with the laws of the State of Michigan, except those which would direct the application of the laws of another jurisdiction. All disputes arising under this Contract shall be decided by arbitration if the parties mutually agree, or in a court in the State of Michigan of competent jurisdiction.

4.06 Compliance with Law

By signing Form 3.03, Offer and Award, Offeror certifies compliance with all applicable Federal, state, county, and local laws, regulations, ordinances, and codes; including those which the FTA requires all Offerors explicitly certify compliance with, as listed below:

American Recovery and Reinvestment Act	FTA Cargo Preference requirements
FTA Fly America requirements	Clean Air Act
Water Pollution Control Act	Davis-Bacon Act
Davis-Bacon Act	Copeland Anti-Kickback Act
Contract Work Hours and Safety Standards Act	Energy Policy and Conservation Act
Privacy Act	

Additionally, Contractor certifies compliance with all FTA terms, including but not limited to FTA Circular 4220.1f, as amended, which are hereby incorporated. Contractor is responsible for the procurement of all required permits and licenses. Contractor further certifies compliance with all changes to the aforementioned laws, regulations, ordinances, codes, policies, etc., throughout the term of the Contract.

Finally, Offeror shall determine whether any or all of the aforementioned requirements apply to any or all subcontractors, and certifies compliance by any such applicable subcontractors.

4.07 Nondiscrimination

In accordance with the Title VI of the Civil Rights Act of 1964, section 303 of the Age Discrimination Act of 1975, section 202 of the Americans with Disabilities Act of 1990, 49 U.S.C. section 5332, and SMART policy, the Offeror 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 Offeror agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

4.08 Price Adjustment for Regulatory Changes

If price adjustment is required for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date of the Contract, the adjustment shall be negotiated between SMART and the Contractor. Failure to successfully negotiate any adjustment may result, at SMART's sole discretion, in Termination for Default, Section 4.14, of the Contract.

4.09 Payment

Subject to the terms of the Contract, SMART shall pay and the Contractor shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including but not limited to all labor and material required, equipment, equipment rental, off-site disposal, disposal fees, permits, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

SMART shall make payment at the amount specified herein within 30 calendar days after acceptance of deliverables and receipt of a proper invoice.

4.10 Cancellation of Procurement

SMART reserves the right to cancel this solicitation at any time before the Contract is fully executed, for any reason.

4.11 Indemnification

The Contractor shall, to the extent permitted by law protect, indemnify and hold SMART, its Board of Directors, officers, employees and agents, and consultants, harmless from any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits, actions or proceedings, including expenses, costs, and attorneys fees, in the defense, settlement or satisfaction thereof for any injury, death, loss or damage to persons or property of any kind whatsoever arising out of or resulting from the negligent acts, errors, or omissions of the Contractor, including its officers, employees, servants, agents, subcontractors and suppliers. At SMART's sole discretion, the Contractor shall undertake at its own expense the defense of any such suit, action, or proceeding. The Contractor shall promptly notify SMART of the notice or assertion of any such suit, action, or proceeding. SMART will endeavor to furnish all reasonable assistance necessary for defending any such suit, action, or proceeding, and shall be repaid all reasonable costs incurred in doing so. SMART maintains the right to select and pay for its own counsel.

4.12 Records

The Contractor shall retain records, including but not limited to, all data, documents, reports, records, and supporting materials relating to the project for whichever of the following events occurs **later**: 1. Three (3) years from the termination of the Contract; 2. The resolution of any litigation or settlement of any claims arising out of this Contract; or 3. The resolution of any

GENERAL CONTRACTUAL PROVISIONS

exception to costs and expenses taken by SMART, the U.S. Department of Transportation, Comptroller General of the United States, or the State of Michigan.

SMART or its designee may perform audits of the Contractor, and, if applicable, all tiers of subcontractors, of financial information related to this Contract. The Contractor agrees to make these records, including but not limited to bank statements, general ledger, payroll records, and accounts receivable ledgers, available for review in a timely manner when requested by SMART. SMART also requires annual financial statements including balance sheets, income statements, and statements of cash flows. Contractor additionally agrees to provide the FTA, Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their designees, access to any books, documents, papers, and records of the Contractor which are pertinent to or relate in any way to the Contractor's performance of this Contract for the purpose of making audits, excerpts, and transcriptions, or when conducting an audit and/or inspection.

In the event of a sole source Contract, single responsive offer, Contract modification, Change Order, or competitive negotiated procurement, SMART and the U.S. Department of Transportation, or their designees, shall have the right to examine all books, records, documents, and other costs and pricing data related to the Contract price. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data.

4.13 Termination for Convenience

SMART may terminate this contract, in whole or in part, at any time by notice, in writing and signed by the Procurement Manager, to the Contractor when it is in SMART's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SMART to be paid the Contractor. If the Contractor has any property in its possession belonging to SMART, the Contractor will dispose of it in the manner SMART directs.

4.14 Termination for Default

SMART may terminate this Contract, in whole or in part, by written notice of default if the Contractor breaches any term or condition of this Contract, or fails to perform the work in any aspect required within the RFP. This right to terminate may be exercised if the Contractor fails to cure all defaults listed within the notice of default within ten (10) business days of the notice of default, shall be in writing and signed by the Procurement Manager, and effective upon delivery to the Contractor. SMART shall be liable only for those services authorized and rendered, and/or goods received, before the effective date of termination. If the Contractor has any property in its possession belonging to SMART, the Contractor will dispose of it in the manner SMART directs.

4.15 Confidentiality of Proposals

Access to all documents in SMART's possession is governed by the Michigan Freedom of Information Act (FOIA). SMART will endeavor to not disclose any information it believes to be exempt under the FOIA, but does not guarantee any such non-disclosure. No deviations may be requested related to this Section.

4.16 Succession, Assignment, and Subcontracting

This Contract will be binding on the parties, their successors, and assigns, as well as all of Contractor's subcontractors of every tier. Contractor may not assign or subcontract its rights or obligations under the Contract without prior written permission of SMART. Names and addresses of all approved subcontractors must be provided to SMART and kept current throughout Contract performance.

4.17 Survivability and Severability

Contractor's obligations shall survive the nominal expiration of Contract obligations, and SMART may obtain any remedy under law, Contractor, or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty, final payment, and all other Contract periods. If any provision of this Contract is deemed unenforceable, then the remainder of this Contract shall remain enforceable to the extent permitted by law.

4.18 Waiver

The failure by SMART to require performance of any provision shall not affect SMART's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

4.19 Incorporation of RFP Document

Offeror's proposal shall include all terms, conditions, explanations, work, etc. in this RFP document. If the Offeror fails to return portions of the solicitation with their proposal, those portions are incorporated by reference. Offeror may only deviate from the solicitation using a properly completed Deviation Form, (See Form 3.05). Any contradictory terms, conditions, explanations, work, etc. in the Offeror's proposal may not be included in the Contract unless accompanied by a properly completed Deviation Form.

4.20 Protests

Interested parties, as defined by FTA Circular 4220.1F, that believe they have been aggrieved by a solicitation or the award of any resulting contract may file a written notice of protest with the General Manager of SMART. This must be via certified mail, with a copy served upon General Counsel in the same manner. The General Manager or their designee shall review and determine the merits of any such protest. The General Manager may, at their sole discretion, schedule a hearing on the protest and/or receive evidence or legal argument from any interested party, but shall not be bound by the rules of evidence nor formal procedure. The General Manager shall issue their conclusion to the protesting party in writing via certified mail, and shall also advise the SMART Board of Directors.

Protests addressing the adequacy of the solicitation process, and all solicitation documents, must be received by the General Manager no later than five (5) business days before the Proposal Due Date (See Section 1.01). Notice of protest of the award of a solicitation must be received by the

GENERAL CONTRACTUAL PROVISIONS

General Manager no more than five (5) business days after the SMART Board of Directors has authorized the General Manager to award a contract for that solicitation. Failure to adhere to these time limitations will result in the issues being waived by all interested parties.

All determinations made by the General Manager are final. Review of protests and the disposition thereof filed with the FTA are governed by FTA Circular 4220.1(F), as amended. All protests shall be made in accordance with any and all applicable laws, regulations and ordinances.

4.21 No Obligation to Federal Government

Absent written consent the Federal Government is not a party to this contract, and shall not be subject to any obligations of any parties hereto.

5.00 REQUIRED SUBMISSIONS FOR SELECTED VENDOR(S) AFTER NOTICE OF INTENT TO AWARD

The following must be submitted by an Offeror within ten (10) business days of receipt of a Notice of Intent to Award as explained in Section 2.12, Notice to Proceed and Contract Award.

A. Insurance

The selected Offeror shall maintain such insurance as will provide indemnity for claims under the Workers' Compensation act and Employer's Liability; from claims for damages because of bodily injury, including death, to all others and from claims for damages to property- any or all of which may arise out of or result from the Vendor's operations under this contract, or from any subcontractor or anyone directly or indirectly employed by either of them.

Before starting any work for SMART, the Contractor must furnish original certificates of insurance stating that it carries insurance in the following types and minimum amounts:

Comprehensive General Liability	
- Each Occurrence BI/PD	\$1,000,000
- Personal and Adv. Injury	\$1,000,000
- General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Automobile Liability	\$1,000,000 CSL
Employer's Liability	\$500,000
Workers' Compensation	Statutory Limits

Certificates must set forth the amounts of coverage, policy number, and expiration date, and must name SMART as an additional insured, and must provide for thirty (30) days advance written notice of cancellation or reduction in coverage. Coverage must be primary and non-contributory and provide a waiver of subrogation in favor of SMART. If the Contractor is self-insured, a certificate from the appropriate State agency must be furnished by such agency to SMART. If during the term of the Contract, the insurance certificate or any required coverage expires or is otherwise modified, the Contractor is responsible for providing renewed certificates. The purchase of insurance shall not be a satisfaction of the Contractor's indemnification requirements to SMART.

B. Other Required Submissions, if applicable



No others are required.



Other submissions are required as follows: