



## Request for Proposals

### Borough of Pottstown

### Pottstown Area Rapid Transit (PART)

### Interior Bus Advertising Program

You are hereby invited to submit a proposal for the sale and servicing of the interior bus card advertising space in the Pottstown Area Rapid Transit (PART) full-sized and paratransit bus fleet for an initial 16 month contract, followed by three options for additional one year terms, and subject to execution of a satisfactory Advertising Program Contract ("Contract"), in accordance with the requirements of this Request for Proposals (RFP), as presented in the following sections:

Section A – General Information

Section B – Scope of Services Required

Section C – Evaluation Criteria

Section D – Minimum Qualifications

Section E – Instructions and Requirements

Section F – PART Advertising Policy

Section G – Required Forms and Documents

Section H – Agreement

This document specifies information required to submit a proposal and explains the selection process and required documentation in submitting qualifications for this project.

All applicable Federal, State, and local regulations and requirements apply to this solicitation.

All questions or requests for clarification must be received by PART no later than 3pm on Friday, December 2, 2016.

Sealed proposals marked "PART – RFP for Advertising" will be accepted until 3pm on Wednesday, December 21, 2016. 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.

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

Requests for proposal documents shall be directed to Justin Keller, Assistant Borough Manager, at (610) 970-6515 or [jkeller@pottstown.org](mailto:jkeller@pottstown.org). Firms may also view/download proposal documents at [www.pottstown.org](http://www.pottstown.org) under "Transit". However, firms must register via email to Mr. Keller in order to submit a proposal or to receive any additional addenda or correspondence.

Questions in regard to this RFP shall be submitted via email to:

Mr. Justin Keller  
Assistant Borough Manager  
[jkeller@pottstown.org](mailto:jkeller@pottstown.org)

## Section A

### General Information

1. One original and four (4) copies of the proposal are required, along with one copy of any sample(s) or referenced work(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. All questions and requests for clarification must be submitted via email to Mr. Justin Keller at [jkeller@pottstown.org](mailto:jkeller@pottstown.org) no later than 3pm on Friday, December 2, 2016. All questions and requests for clarifications received after the stated date and time will not be considered.
3. Any and all changes to the requirements of this RFP will be made by written addendum issued by PART to each firm in receipt of the RFP. PART will not be responsible for, and shall not entertain, any changes, explanations, interpretations, or clarifications issued in any other manner or by another party.
4. Proposals must be received by PART no later than 3pm on Wednesday, December 21, 2016. Completed proposals may be hand-delivered or mailed, but proposals received after the deadline for any reason will not be considered. Proposals may not be submitted via email or fax. Proposals must be submitted to:  
Mr. Justin Keller, Assistant Borough Manager  
100 E. High Street  
Pottstown, PA 19464
5. Packages should be typed and submitted on 8 ½" x 11" paper with all pages sequentially numbered and either stapled or bound. Instructions and Requirements, Section E, provides specific details of what is required. Proposals which are incomplete or not submitted in the required format may be considered unresponsive and may be rejected without further consideration.
6. All respondents must meet the minimum qualifications described in Section D. Proposals submitted by individuals or firms which do not meet these requirements will not be considered.

7. The basis for award and method for selection of the successful respondent will be competitive negotiation, using the weighted factors/criteria show in Section C.
8. PART reserves the right to select an individual or firm directly from among the proposals submitted, or to enter into negotiations with two (2) or more 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 of services.
9. 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. After the deadline for receipt of bids, no bid may be withdrawn for a minimum of sixty (60) calendar days from the deadline.
10. Selection of an individual or firm will be made no later than Monday, February 13, 2017. All respondents will be notified of the outcome of the selection process in writing at that time. All terms and conditions of proposals must remain in effect until an individual or firm has been selected.
11. Following selection of a firm, a contract for specified services shall be issued by PART. Each proposal shall be submitted with the understanding that PART's selection of a proposal shall result in a contract between the successful respondent and PART, 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.
12. 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 PART be liable for such costs incurred by any respondent prior to execution of a contract.
13. 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 such. Material which 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 PART 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 PART as required by law.
14. Anticipated schedule for review of proposals:

RFP Issued Friday, November 18, 2016

Deadline for receipt of questions/clarifications 3pm on Friday, December 2, 2016

Deadline for responses to questions/clarifications Friday, December 9, 2016

Deadline for receipt of proposals 3pm on Wednesday, December 21, 2016

Review of Proposals by Evaluation Committee completed by Friday, January 6, 2017

Interviews/Discussions/Negotiations, if necessary Friday, January 13, 2017

Receipt of Best and Final Offers (if requested) Friday, January 27, 2017

Recommendation to Borough Council Monday, February 13, 2017

Contract Award & Notice to Proceed Tuesday, February 14, 2017

PART reserves the right to modify these dates in accordance with its review process and as it deems in its own best interest.

15. The selected firm must abide by PART policies and procedures.

## Section B

### Scope of Services Required

#### Background

The Borough of Pottstown, a political subdivision of the Commonwealth of Pennsylvania located in Montgomery County, Pennsylvania, has exercised its authority to assist in providing transit services to area residents by applying for State and Federal funds for the purpose of stabilizing existing public transportation services and meeting other transportation needs of the citizens in and around the Borough. The Borough manages all public transit services through an office located at Borough Hall. The public transit service is currently called "Pottstown Area Rapid Transit" or "PART." PART is considered as a non-operating Agency and contracts out all or most services regarding provision of public transit services. The Borough owns a bus fleet consisting of the vehicles identified on Attachment A (which is subject to change).

PART is a small urban public transit system offering the community an important and viable public transportation option in the greater Pottstown region. The Borough's mission for PART is to provide, "safe, affordable, and reliable quality transportation service in the Borough of Pottstown and surrounding region."

The Borough of Pottstown employees designated to oversee the PART operation include the Borough Manager, Assistant Borough Manager and Grants Administrator. Borough Hall offices are located at 100 East High Street, Pottstown, PA 19464, in downtown Pottstown next to the Charles W. Dickinson Transportation Center and Smith Family Plaza Transit Park.

The Delaware Valley Regional Planning Commission, (DVRPC) is the metropolitan planning organization, (MPO) for the Borough of Pottstown. The total population of the Borough's service area is 73,000.

PART operates five (5) buses in maximum service on five (5) routes, Monday through Saturday. Daily ridership averages 750; approximately 260,000 annually. PART also offers paratransit services for disabled individuals who find it impossible to use the regular bus. Paratransit service provides curb-to-curb service with additional door-to-door service when requested.

PART maintains seven (7) buses and two (2) paratransit vans available for the installation of interior bus advertising. They include:

Five (5) – 2007 Gillig Corporation low floor, 35 foot buses with wheelchair accessible lift/ramp

Two (2) – 2010 Gillig Corporation low floor, 35 foot buses with wheelchair accessible lift/ramp

Two (2) – 2016 Chevrolet Champion Challenger paratransit vans

Each of the buses are equipped with the standard 11” curved horizontal advertising racks that run from the front to the rear of the bus above the windows on both sides. Advertising placed in the racks are held securely in place.

All interior advertising cards should be sized approximately 11” by 28”. There is space for approximately (25) cards in each bus. Additional room is reserved for utilization by PART.

Each paratransit vehicle is equipped with “J” rails, which are approximately 17’ long. All interior advertising cards should be sized approximately 12” by 18”. There is space for approximately nine (9) cards in each van. Additional room is reserved for utilization by PART.

Detailed information on routes and service area can be found by visiting [www.pottstownarearapidtransit.com](http://www.pottstownarearapidtransit.com). An appointment to inspect the buses may be made by contacting Justin Keller at [jkeller@pottstown.org](mailto:jkeller@pottstown.org).

Responsibilities of Vendor:

- The vendor will be responsible for the sale, layout design, production, and installation of interior advertising
- The vendor will establish all rates and charges for advertising in PART buses and the terms, conditions, and manner of payment thereof, in accordance with all Borough of Pottstown and PART regulations. A copy of any updated rate sheets will be provided to PART quarterly.
- The vendor will be responsible, at its own expense, for the printing and installation of signage, the removal of outdated signage, the purchase of additional advertising straps, photographing the installed signage, etc. No space at PART’s facility will be made available for the handling and storage of advertising signs.
- Installation, ongoing maintenance, and other necessary activities must NOT interfere with PART operations. Access to vehicles will be provided only at times consistent with the operational hours of the facility, Monday through Friday from 6am to 5pm.
- The vendor will pay PART monthly a percentage of its gross revenue, inclusive of a guaranteed minimum monthly revenue by the 10<sup>th</sup> of each following month
- The vendor will provide an electronic copy of all contracts and accurate monthly sales, installation and inventory reports, the specific content of which will be determined by PART, to Justin Keller, Assistant Borough Manager, by the 10<sup>th</sup> of each following month. PART staff will do

periodic audits of inventories and installations to assure accuracy and contract compliance. Other reports and/or information will be provided to PART as requested.

- All advertisers and artwork must be approved by PART prior to printing
- All advertising must abide by PART's advertising policy (Section F)
- It is preferred, but not required, that the vendor have a local sales presence within 30 miles of the Borough of Pottstown.
- The chosen vendor shall procure and maintain in effect during the term of this contract comprehensive General Liability Insurance in amount not less than a combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage claims, as well as umbrella coverage of three million dollars (\$3,000,000) and furnish to PART an appropriate certificate from the insurance carrier showing the insurance to be in force and name PART as an additional insured. 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 PART. All insurance coverage shall have no cross-claim exclusions.

PART may terminate any contract issued for bus advertising in conjunction with this RFP at any time by providing 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 local, State, or Federal law, PART may terminate any contract for bus advertising issued in conjunction with this RFP for default by providing fifteen (15) calendar days written notice of the manner in which the firm is in default.

## Section C

### Evaluation Criteria

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. Total points awarded by each evaluator will be averaged to obtain a final score for each proposal.

PART reserves the right to select a 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 are conducted, all selected respondents will be notified in writing of the deadline to submit best and final offers for the required services.

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

1. Demonstration of ability to solicit, sell, produce, and maintain quality advertisements (please include work samples)  
Maximum 50 points
2. Demonstration of previous experience working with local transit agencies, governmental and/or quasi-governmental agencies.  
Maximum 10 points
3. Guaranteed minimum revenue and percentage of total gross revenue paid monthly to the Borough of Pottstown.  
Maximum 35 points
4. Demonstration of intent to have local sales presence within 30 miles of the Borough of Pottstown.  
Maximum 5 points

Total Possible Points: 100

## Section D

### Minimum Qualifications

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 (3) years prior to the date of submission of the proposal.
2. The selected firm will be required to enter into a formal contract with the Borough of Pottstown/PART and abide by the advertising policy (see Section F).

## Section E

### Instructions and Requirements

This section contains instructions for providing information required for the evaluation of the proposal. Each required item is listed 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 an appendices to the proposal. Completeness and clarity will assist in reviewing your proposal.

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

1. Provide a detailed background on the firm, including the length of time it has been providing advertising services
2. Provide a work plan to address the following:
  - a. Potential suppliers, printers, and installers
  - b. Types of materials used for printing and installation
  - c. Anticipated frequency of installations and removals of advertisements
  - d. Plan for control and determination of approved advertising content
  - e. Plan for the maintenance of advertising placed in buses, including quality control
3. Provide a list and qualifications of key personnel that will be assigned to the contract, along with an estimated amount of time that would be dedicated to the contract
4. Provide at least three (3) references (business name, contact person, address, phone number, and email address) for clients where similar services have been performed
5. Provide a sample printed advertisement in similar size and quality to what would be provided to PART and photo realistic rendering(s) depicting placement and schematic design of advertising panels as viewed from the interior of the bus.
6. Provide a sample rate sheet(s) and sample advertising contact which would be utilized in sales to advertisers
7. Provide a draft set of monthly and quarterly reports and inventory templates
8. Provide a revenue outline (in sealed envelope), noting the firm's proposed monthly guaranteed minimum revenue, revenue share percentage, and a projection of actual revenue generated for PART in the first and second years of the contract (see section G)
9. Respondents may submit any other information relevant to the evaluation of the proposal
10. Complete and include all required forms noted in Section G

The Borough reserves the right to reject any or all proposals, to waive any informalities in any proposal, to award any whole or part of a proposal, and to award to the Contractor whose proposal is, at the sole

discretion of the Borough of Pottstown, determined to be in the best interest of the Borough of Pottstown.

## Section F

### PART Advertising Policy

The Borough of Pottstown and Pottstown Area Rapid Transit (PART) is a publicly owned, privately operated transit system providing an important and viable public transportation option in the greater Pottstown region. The Borough's mission for PART is to provide, "safe, affordable, and reliable quality transportation service in the Borough of Pottstown and surrounding region."

The Borough oversees transit operations, including advertisement on transit buses. The following policy has been adopted for transit advertising.

PART expects that all advertising is truthful. The advertisement shall not be false, misleading, deceptive, or libelous. Advertising that does not comply with the minimum standards set forth below will be rejected.

The following will not be accepted:

- Advertising that includes language, pictures, or other graphic representations that are unsuitable for exposure to persons of a young age or 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, marital or parental status, religion, gender, or sexual preference
- Advertising that relates to an illegal activity, or proposes a commercial transaction that is prohibited by local, State, or Federal 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 PART
- Advertising that denigrates PART, its operations, or its employees
- Advertising that state or imply PART services are anything but safe, reliable, and economical
- Advertising that PART believes is inconsistent with PART's public image or inappropriate for use in public transportation
- Advertising that directly benefits any official or employee of PART

PART 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 PART 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, PART does not endorse the product or service, 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.

PART reserves the right to refuse any advertisement for reasons other than those set forth in the policy which are deemed to be in the best interest of PART.

October 2016

**Section G**

**Required Forms and Documents**

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

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Revenue Proposal

\_\_\_\_\_ Proposed Monthly Minimum Guarantee

\_\_\_\_\_ Proposed Percentage Revenue Share

Projected Annual Revenue (PART's Share ONLY)

\_\_\_\_\_ Year One

\_\_\_\_\_ Year Two

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

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

## Section H

**DRAFT**

### **Interior Bus Advertising Agreement**

**Between**

**Pottstown Area Rapid Transit and XXXX**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Pottstown Area Rapid Transit (PART), 100 East High Street, Pottstown, PA 19464, and XXXXXXXX, with its principal office located at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, herein after referred to as "Contractor".

WITNESS: In accordance with the Request for Proposals issued by PART and advertised XXXXX and the Proposal by Contractor submitted XXXXXXXXXXXX, and in consideration of the mutual promises and conditions contained herein, the parties hereto agree as follows:

1. **GRANT OF RIGHTS:** PART hereby grants Contractor exclusive license to advertising rights, powers, and privileges upon and about the designated interior of its fixed-route buses and paratransit vehicles as designated by PART and set forth in Section 5 herein during a period commencing March 1, 2017 and terminating June 30, 2019, subject to the provisions set forth in Section 8 of this Agreement, PART's Advertising Policy which is attached hereto and incorporated by reference. At PART's sole and exclusive option, this Agreement may be extended annually for up to an additional three (3) one year periods through June 30, 2022, subject to the conditions set forth in Section 8 and upon mutual agreement of the parties following of the parties following renegotiation of the payment terms as set forth in Paragraph 3.4. PART shall provide to Contractor a current fleet list at commencement of this Agreement, with updates to be provided as applicable.
2. **ASSIGNMENT:** PART reserves the right to approve any assignment by Contractor of the rights granted under this Agreement or any change in in corporate structure of Contractor that assigns fifty (50) percent or more ownership of Contractor to any individual, partnership, or entity. In the event Contractor 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, PART may terminate the Agreement or open the Agreement for renegotiation by providing written notice to Contractor as provided herein. Contractor shall provide PART 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 PART 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 XXXX per month, plus XXXX percent of collected sales less the minimum monthly guarantee quarterly for the period July 1, 2016 through June 30, 2018. Contractor shall provide to PART monthly comprehensive reports 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 PART.
  - 3.2 Said payments of the minimum monthly guarantee for the preceding month are to be made on or before the fifteenth (15<sup>th</sup>) day of each month. Quarterly payments of XXXX percent of collected sales, less the minimum monthly guarantee, are to be made on or before the fifteenth (15<sup>th</sup>) day of the month following the end of the quarter. A XXXX percent late charge on the monthly amount due shall apply and be paid by the Contractor for each month or part thereof that payment is received late by PART. Failure to make two (2) consecutive payments shall result in termination of this Agreement, at PART's option. In any case, PART 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 advertising and for returning any vehicle used to its prior condition once the advertisement is removed. This shall include reimbursement to PART for materials and labor to make such repairs or repainting. PART 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 within ten (10) days of written notice by PART shall be cause for termination of this Agreement. Damage caused to advertising through fault of neither PART or Contractor shall be the responsibility of Contractor.
  - 3.4 At PART's sole and exclusive option, this Agreement may be extended annually for up to an additional three (3) one year periods through June 30, 2022, 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. PART 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 fifteen (15) calendar days after written demand for such payment by PART; or (2) in the performance of any of its obligation 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 fifteen (15) calendar days, PART may, upon fifteen (15) 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 place advertisement in advertising card holders on the interior of the buses, subject to the sole approval of PART. Contractor is responsible for providing to clients proof of placement in the form of photographs. All interior advertising card holders for display will be supplied and installed by PART, who will be responsible for their care and maintenance. However, the exception shall be under those circumstances where the damage was caused by Contractor or its employees, agents, or representative.

All advertisements shall adhere to PART's Advertising Policy (copy attached) and receive prior approval from PART. Contractor shall notify PART of any entity having expressed interest in contracting for advertising; PART will notify Contractor of permission to proceed with executing a contract. Failure of Contractor to obtain prior PART approval for any and all advertisers and advertising may result in immediate termination of this Agreement.

PART agrees to provide the customary interior advertising card holders of the normal type, and in the usual number, in the interior of all buses not owned or hereafter acquired by PART. Provision of additional interior advertising straps, or any other related equipment, needed throughout the term of this Agreement shall be the responsibility of Contractor. Contractor shall have the right, subject to consent of PART, to make additional installations and changes in size or location on all buses, the cost to be shared equally by both parties. 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 PART without claim thereto by Contractor.

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. In addition, PART shall provide such information as Contractor may require as covered by this Agreement.

PART shall use reasonable care for the protection of interior advertising card holders and shall exercise reasonable care in preventing others from disturbing the same. PART 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 PART. PART further agrees to maintain the appearance of vehicles covered under this Agreement in a neat and clean manner.

PART shall be permitted up to four (4) interior advertising card positions per bus at all times to promote PART services. The spaces on the wall directly behind the driver in each bus are reserved solely for use by PART.

6. ACCESS TO VEHICLES: Contractor shall have access to PART vehicles each XXXXXXXXXX, as far as practical, with convenient storage space for supplies used in its business of storing and placing advertisements. Contractor shall notify PART by XXXX each XXXX of the buses needed for exterior advertising placement that week. Contractor agrees to provide to PART the names of individuals authorized to conduct business on PART'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 PART's property. Presence of unauthorized individuals on PART's property for the purpose of conducting business on Contractor's behalf may result in immediate termination of this Agreement.
7. INDEMNITY AND INSURANCE: Contractor covenants and agrees to defend any and all suits brought against PART, its employees, agents, and assigns, by an employee of Contractor of 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, and all related and

incidental equipment. Contractor covenants and agrees to indemnify and save harmless PART, 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, 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 PART. In the event of any such claim against PART ensuing here from, PART shall promptly notify Contractor. Contractor shall indemnify, defend, and hold PART 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.

PART 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 PART's Advertising Policy. Contractor shall notify PART of any entity having expressed interest in contracting for advertising with PART to then grant consent and notify Contractor of permission to proceed with executing a contract. Failure of Contractor to obtain prior PART approval for any and all advertisers and advertising may result in immediate termination of this agreement.

Contractor shall procure and maintain in effect during the term of this Agreement Comprehensive General Liability Insurance in amount not less than a combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage claims, as well as umbrella coverage of three million dollars (\$3,000,000) and furnish to PART an appropriate certificate from the insurance carrier showing the insurance to be in force and name PART as an additional insured. 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 PART. All insurance coverage shall have no cross-claim exclusions.

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

PART reserves the right to terminate this contract or renegotiate the terms of this contract at the end of the base two and half (2.5) year Agreement or at the end of each option year.

PART 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 fifteen (15) calendar days written notice to Contractor by PART.

PART retains the right to terminate this Agreement solely at its convenience upon fifteen (15) calendar days written notice to Contractor by PART.

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 PART and Contractor.
10. **REPORTING REQUIREMENTS:** Copies of all executed contracts between Contractor and the advertiser shall be furnished to PART within thirty (30) days of the end of each month. Quarterly reports shall be provided to PART by Contractor containing an inventory of all ads appearing in the buses, to include number of interior advertising cards purchased, name of advertiser, length and time of contract, cost of contract, monthly cost, billings, and collections. Contractor further agrees to provide other reports and information as requested by PART. Any discrepancies noted between Contractor's reports and advertisements actually placed by Contractor shall be reconciled within fifteen (15) calendar days of verbal or written notice by PART to Contractor of the discrepancy.
11. **RIGHT TO KNOW REQUESTS:** Contractor shall cooperate and comply with any Right to Know Requests as directed by the Borough of Pottstown or PART.
12. **FEDERAL/STATE REQUIREMENTS:** All conditions, provisions, and responses set forth in Contractor's proposal, dated XXXX and PART's Request for Proposals dated XXXX are incorporated herein by reference and are fully binding upon the parties hereto provided.
13. **CLAIMS:** All pertinent laws of the Commonwealth of Pennsylvania apply to this contract. 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 the Court of Common Pleas of Montgomery County.
14. **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.
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 PART.
16. **REMUNERATION:** In the event at the end of the Agreement period that the existing Agreement is not extended and Contractor is not awarded a new Agreement, Contractor will be remunerated at the rate of XXXX of the value of all advertising contracts in force as of the termination date, but in no case to exceed twelve (12) months following contract termination. It is understood that the advertising contracts will be turned over to PART and/or its agent in exchange for the remuneration as stated above on/or before the termination date.

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.

PART:

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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