



**SERVICES AGREEMENT
(TRANSIT ADVERTISING)**

This Services Agreement (“**Agreement**”) is effective as of the date of the last signature below and is between the City of Everett, a Washington municipal corporation (*the “City”*), and the Supplier identified in the Basic Provisions below (“**Supplier**”). This Agreement is for the purpose of the Supplier providing transit advertising services to the City as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Supplier	Lamar Transit, LLC
	3601 6th Avenue South
	Seattle, WA 98134
	ngatherum@lamar.com
City Project Manager	Matt Coomes and Janell Edwards
	City of Everett – Everett Transit
	3201 Smith Avenue
	Everett, WA 98201
Contract Term	mcoomes@everettwa.gov and jedwards@everettwa.gov
	January 1, 2025- December 31, 2029
Supplier Insurance Contact Information	Michelle Metz
	971-219-6618
	mmetz@lamar.com

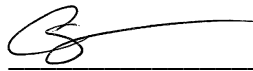
BASIC PROVISIONS	
Exhibits	<p>Exhibit A: Restrictions on Advertising Content</p> <p>Exhibit B: Method of Compensation</p> <p>Exhibit C: RFP #2024-043 Public Transit Advertising Services</p>
Other Basic Provisions	<p>The Supplier will manage the sales and placement of advertising on Everett Transit owned and operated vehicles. Supplier shall provide client sales contacts, production, printing and plotting services, posting and removing signs on the exteriors and interiors of Everett Transit vehicles, billing, collecting revenues from clients, and other necessary or customary business practices.</p> <p>Supplier must comply with Everett Transit’s Restrictions on Advertising Content, a current copy of which is included in this Agreement as the attached <u>Exhibit A</u>. The City retains the right to unilaterally revise Everett Transit’s Restrictions on Advertising Content, in which case such revisions will take effect and will be deemed incorporated into <u>Exhibit A</u> effective upon receipt by Supplier.</p> <p>Regardless of the dates of signatures on this Agreement, the Contract Term is deemed for all purposes to begin on January 1, 2025. Due dates for all payments or reports that would be due before the date of last signature on this Agreement are extended until the date that is 15 days after the date of last signature on this Agreement.</p>
State Retirement Systems (must answer both questions)	<p>Does Supplier have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Supplier has less than 25 employees, did any Supplier Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Supplier Personnel” includes Supplier employees and owners (such as shareholders, partners or members). If Supplier is a sole proprietor, then “Supplier Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Supplier have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

LAMAR TRANSIT, LLC



Cassie Franklin, Mayor

03/07/2025

Date

Signature: Neal Gatherum

03/07/2025

Name of Signer: Neal Gatherum

Signer's Email Address: ngatherum@lamar.com

Title of Signer: Vice President/General Manager – West
Region

ATTEST



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
MARCH 6, 2024

**ATTACHMENT
SERVICES AGREEMENT
(TRANSIT ADVERTISING)**

1. **Engagement of Supplier.** The City hereby agrees to engage Supplier, and Supplier hereby agrees, to perform the work in a competent and professional manner and provide the services described in the exhibit(s) to this Agreement. The work so described is hereafter referred to as “Work”.
 - A. Without a written directive of an authorized representative of the City, Supplier shall not perform any services that are in addition to, or beyond the scope of, the Work.
 - B. If Supplier’s proposal or other document generated by Supplier is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work or the Work schedule. Supplier expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the Basic Provisions.
 - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as “it is desired that Supplier will,” “it is preferred that Supplier will” or similar language) is deemed to be mandatory, unless otherwise provided in the Basic Provisions.
 - D. In the event of difference or conflict between parts of this Agreement, Supplier shall be bound by whichever is more stringent on Supplier, except that the Basic Provisions shall always govern.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. To the extent the Work includes material subject to copyright, Supplier agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Supplier hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Supplier waives all moral rights in the Work. Notwithstanding the foregoing, Supplier retains any intellectual property rights in documents and intangible property created by Supplier prior to engagement, or not created by Supplier for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
4. **Compensation.** Supplier shall pay the City in accordance with Exhibit B.
5. **Transition to New Supplier.**
 - A. At the end of the term of this Agreement or upon earlier termination, the transition between Supplier and a new supplier will occur in a professional manner and with Supplier’s full cooperation. This includes a reasonable opportunity to close out and open new or transfer contracts in a reasonable business-like manner, thereby ensuring complete and full start-up of the new supplier. Supplier shall provide a written plan for how transition will occur at the

- end of the then-current Agreement term. Supplier will turn over (i.e., assign) all existing advertising contracts to the incoming supplier, who will assume all responsibility for billing and servicing such contracts.
- B. If the transition to a new supplier occurs because of expiration of this Agreement or City termination for convenience or termination under Section 7.B, then the City's contract with the new supplier shall provide that the new supplier will, for a period of six months, pay Supplier a 20% commission on new Supplier's net receipts from the contracts assigned by Supplier to the new supplier. If the transition occurs because of termination for cause (i.e., Supplier breach of this Agreement, Supplier violation of law or other Supplier default), the City will have no obligation to include such a provision in the new supplier contract.
6. **Submission of Reports and Other Documents.** Supplier shall submit all reports and other documents as and when specified in the attached Exhibits. This information shall be subject to review by the City, and if found to be unacceptable, Supplier shall correct and deliver to the City any deficient Work at Supplier's expense with all practical dispatch. Supplier shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.**
- A. City reserves the right to terminate this Agreement at any time by sending 90-days prior written notice of termination to Supplier ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Supplier (whether by email, mail, delivery or other method reasonably calculated to be received by Supplier in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Supplier shall immediately commence to end the Work in a reasonable and orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement.
- B. Either party may terminate this Agreement by written notice to the other party effective at the end of a Contract Year (as defined in Exhibit B) if total Everett Transit service hours during that Contract Year are less than 85% of total Everett Transit service hours in calendar year 2024.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Supplier to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Supplier shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Supplier hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Supplier (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Supplier is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Supplier's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Supplier. Supplier's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Supplier, its employees,

subcontractors/subconsultants or agents and (b) the City, then Supplier's obligations under this Section shall be only to the extent of Supplier's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Supplier specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Supplier recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Supplier employs or engages subconsultants or subcontractors, then Supplier shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Supplier pursuant to this Section. The provisions of this Section shall survive termination of this Agreement.

11. Insurance.

- A. Supplier shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Supplier's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 - 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Supplier shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Supplier covers such employees.
 - 2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 - 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 - 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Supplier to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - E. Prior to Supplier performing any Work, Supplier shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Supplier shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Supplier's obligations to fulfill the requirements.
 - F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Supplier certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Supplier shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Supplier shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
 - H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Supplier, such types of insurance in the name of Supplier, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Supplier under this Agreement or may demand Supplier to promptly reimburse the City for such cost.
12. **Risk of Loss.** Supplier shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Supplier's own risk, and Supplier shall be solely responsible for any loss of or damage to Supplier's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Supplier must provide services under this Agreement as an independent contractor. Supplier must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Supplier agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Supplier is a sole proprietor, Supplier agrees that Supplier is not an employee or worker of the City under Chapter 51 of the Revised

Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

- (1) Supplier is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Supplier is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Supplier is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Supplier is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Supplier has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Supplier is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Supplier, while engaged in the performance of any Work, shall be considered employees of only Supplier and not employees of the City. Supplier shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Supplier, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Supplier's employees, while so engaged on any of the Work.
- D. Supplier shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Supplier assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Supplier and as to all duties, activities and requirements by Supplier in performance of the Work and Supplier shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Supplier warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Supplier, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Supplier, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Supplier may or will be

performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Supplier's ability to perform the Work. Supplier agrees to resolve any such conflicts of interest in favor of the City.

15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Supplier shall make available to the City for the City's examination all of Supplier's records and documents with respect to all matters covered by this Agreement and, furthermore, Supplier will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Supplier agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Supplier agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Supplier shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Supplier acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Supplier. Supplier shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Supplier shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Supplier at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Supplier for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Supplier shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Supplier to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Supplier shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Supplier's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third-party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Supplier shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Supplier shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

22. **Waiver.** Any waiver by Supplier or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Supplier.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Supplier shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Supplier will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Supplier shall immediately notify the City of any suspension or debarment or other action that excludes Supplier or any Supplier subcontractor from participation in Federal contracting. Supplier shall verify all subcontractors that are intended and/or used by Supplier for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Supplier shall keep proof of such verification within Supplier records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

END OF GENERAL PROVISIONS

EXHIBIT A
SERVICES AGREEMENT

RESTRICTIONS IN ADVERTISING CONTENT

Advertising reasonably construed by Everett Transit to cause and present danger to Everett Transit or the City of Everett by riot, illegal gathering, undue congestion, or blockage of streets, highways, arterials, and alleys, or which any other way shall create a clear and present danger shall, upon written request of the Everett Transit director or appointed representative, be promptly removed by the Supplier. The Supplier will not sell advertising of the following products or services for display on Everett Transit vehicles:

- X-rated movies
- Adult bookstores
- Adult 900 telephone numbers or similar telephone numbers of an adult nature
- Adult websites, chat rooms, or other similar internet sites
- Tobacco advertising
- Alcoholic beverages
- Adult Entertainment Establishments
- Political advertising
- Religious advertising
- Marijuana advertising

EXHIBIT B
SERVICES AGREEMENT
METHOD OF COMPENSATION

A. Definitions

“Contract Year” is January 1 to December 31 for each calendar year that this Agreement is in effect.

“Contract Year Guarantee Amount” for each Contract Year is as follows:

Contract Year	Guarantee Amount
January 1 – December 31, 2025	\$75,000
January 1 – December 31, 2026	\$77,500
January 1 – December 31, 2027	\$80,000
January 1 – December 31, 2028	\$82,500
January 1 – December 31, 2029	\$85,000

“Total Gross Billings” means all revenue generated from the sale of space on Everett Transit properties less any commission, not to exceed the negotiated percentage fee deducted by or paid or payable to advertising agencies or sales representatives other than the Supplier with respect to advertising placed by the Supplier through such agencies or representatives. All art, production, and installation fees paid to Supplier shall not be included in the calculation of Total Gross Billings. Supplier’s monthly reporting to Everett Transit shall clearly reflect totals for revenue generated from sale of space and other categories of sale less any commission. The monthly reports need not include art, production, and installation fees because such fees are not included in Total Gross Billings or in the calculation of the City Gross Billings Share.

“City Share Percentage” for each Contract Year is fifty-five percent (55%)

“City Gross Billings Share” for a Contract Year is the product of that Contract Year’s Total Gross Billings multiplied by the City Share Percentage.

B. Compensation. For each Contract Year, Supplier shall pay to the City either (a) the Contract Year Guarantee Amount or (b) that Contract Year’s City Gross Billings Share, whichever of (a) or (b) is greater. This will be paid as follows:

1. Supplier will pay the Contract Year Guarantee Amount for each Contract Year in accordance with the due-date table below.
2. The Supplier deliver the following to the City in accordance with the due-date table below:

- Supplier will deliver a reconciliation report consisting of an accounting of Total Gross Billings and City Gross Billing Share for the preceding Contract Year, together with any backup information reasonably requested by the City.
- If the City Gross Billing Share for the preceding Contract Year is in excess of the Contract Year Guarantee Amount paid to the City for that preceding Contract Year, then Supplier will deliver payment in an amount equal to such excess.

Contract Year	Due Date for Payment of Contract Year Guarantee Amount	Due Date for Delivery of Reconciliation Report and Payment of Excess
January 1 – December 31, 2025	15 days after last signature on this Agreement	March 1, 2026
January 1 – December 31, 2026	February 1, 2026	March 1, 2027
January 1 – December 31, 2027	February 1, 2027	March 1, 2028
January 1 – December 31, 2028	February 1, 2028	March 1, 2029
January 1 – December 31, 2029	February 1, 2029	March 1, 2030

- C. Monthly Reports.** Within twenty (20) days after the end of each calendar month, Supplier will deliver to Everett Transit a statement of the Total Gross Billings for the previous month, including a statement of the size and type of display contracted for by each advertiser and other information as may reasonably be requested by Everett Transit.
- D. Production Credit.** Everett Transit will receive production credit up to \$5,000.00 each Contract Year, which can be redeemed by Everett Transit for the production and installation of transit advertising displays produced by Supplier. The credit includes graphic art design, printing and installation/removal by Supplier's graphic design staff and Supplier's printing/installation/removal vendors. This production credit resets at the beginning of each Contract Year and cannot be combined with any other Contract Year's production credit. This credit is separate from the payments described in Section B above.

EXHIBIT C



PROCUREMENT

Request for Proposal #2024-043

Procurement Professional Point of Contact:
Jenny Chang, CPPB
Procurement Specialist
(425) 257-8904
bids@everettwa.gov

Public Transit Advertising Services

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	October 24, 2024
Pre-Proposal Meeting The purpose of this pre-proposal meeting will be to discuss and answer questions regarding this solicitation, the project scope, and how to submit a proposal. It is highly recommended that Suppliers attend to facilitate questions regarding this project. Attendance is not mandatory.	10:30 A.M. November 5, 2024 This meeting will be held via Microsoft TEAMS. Please RSVP to bids@everettwa.gov to receive a meeting invitation no later than 9:30 A.M. on November 5, 2024. If you need technical assistance before or during the meeting, call 425-257-8904.
Deadline for Final Questions.....	November 22, 2024
Proposal Due Date	December 5, 2024, 11:59 p.m. Pacific Time
Anticipated Award	December 2024
Anticipated Contract Start Date.....	January 2025
Anticipated Contract Term	5 years and may be extended for additional periods by mutual agreement between the City of Everett and the successful Proposer.
E-mailed or delivered Proposals are acceptable. Submit Proposals to: E-mail: bids@everettwa.gov OR If delivery to: Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, call to access the locked elevator. Delivered proposals are accepted Monday through Friday, from 8:00 a.m. to 3:00 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing the original proposal response plus four (4) complete identical copies with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.	
Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at: https://www.everettwa.gov/2713/Bid-opportunities	

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.

Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.

Unauthorized contact regarding this Request for Proposal with the City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.

SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City Clerk's office must receive the Supplier's proposal, in its entirety, by 2:00 p.m. Pacific Time. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the proposal must be completed and signed by an authorized representative of the Supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposal (RFP).

No Supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

1.2 OFFER PERIOD

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the procurement professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one Proposal may do so, so long as each Proposal stands alone and independently complies with the instructions, conditions, and specifications of this RFP.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide products and/or services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The [supplier](#) agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a Proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the Proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The Proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the Proposer’s designation of confidential may or may not be upheld by a Court.

D. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the Proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the Proposer.

E. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the Proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the Proposer’s sole expense and liability. If the Proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked “CONFIDENTIAL,” then the Proposer will be deemed to have consented to the public disclosure of the material marked “Confidential” and the City may publicly disclose such material without any liability whatsoever to Proposer.

F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of Proposer’s material marked “CONFIDENTIAL”, the Proposer, by submitting an proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

G. Consent to Procedure

Proposers, by submission of materials marked “CONFIDENTIAL”, acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any Proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the Proposer consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City’s actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any Supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by Suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.17 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by Supplier in City of Everett contracts. If the City of Everett has previously terminated a contract with a Supplier for Supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that Supplier.

1.18 RECYCLE

The City of Everett is committed to the environment and encourages Suppliers to recycle material to the extent practicable.

1.19 COOPERATIVE PURCHASING (NOT USED)

SECTION 2 – SCOPE OF WORK

2.1 INTENT SUMMARY

The City of Everett, Everett Transit (“City” or “ET”), is seeking proposals from companies to administer and conduct the daily functions associated with interior and exterior transit advertising on its vehicles. Currently, this includes 49 owned fixed-route buses and 26 owned paratransit vehicles.

As with all public transit fleet vehicles are replaced on a regular schedule. During the term of this contract, buses will be replaced, and advertising for the new vehicles is expected unless otherwise directed by the transit department.

2.2 BACKGROUND

Everett Transit is a department within the city of Everett that provides transit service throughout the greater city of Everett area, approximately 32 square miles. Everett Transit serves a population of over 112,000 and has over 2 million passenger boardings per year. Everett Transit service connects with multiple neighboring transit agencies, including Community Transit, Sound Transit, Island Transit, Skagit Transit, as well as services offering travel beyond the Puget Sound region, such as Amtrak and Greyhound.

2.3 TRANSIT ADVERTISING PROGRAM AND ADMINISTRATION

- A. The transit advertising program aims to maximize the entity's advertising revenue stream potential while maintaining its brand identity and riders' recognition of its route service.
- B. The Supplier must assume full responsibility for the daily administration of Everett Transit's Advertising Program. This includes, but is not limited to, promotion, solicitation, sales, posting of advertising displays, accounting, billing, and collections.
- C. Everett Transit may designate an employee as its “Project Manager” to be the primary contact of the Supplier. Reports and data required to be provided by the Supplier must be delivered to the Project Manager. Questions by the Supplier regarding the interpretation of the contract's terms, provisions, and requirements must be addressed to the Procurement Professional.

2.4 FLEET ADVERTISEMENT CATEGORIES

Advertising space will be made available in the general size categories described below. Appendix A identifies the current fleet available for advertising.

A. Bus advertising space

A wide range of direct application displays are permitted on Everett Transit fixed-route buses and paratransit vehicles. Advertisement spaces may include the following:

- 1. “King” posters measuring 30” x 144”.
- 2. “Kong” posters measuring 42” x 19’, though sizes may vary slightly by bus series.
- 3. “Queen” posters measuring 30” x 88”.
- 4. “Super Tail” posters measuring 3’ x 7’, though sizes may vary slightly by bus series.
- 5. “Tail” posters measuring 21” x 72”.

B. Interior Bus Cards

Interior display space is available for sale. Some buses do not accommodate interior bus cards. Up to one side of each bus that allows interior display space may be reserved for Everett Transit self-promotion.

Interior ads measure 11" x 17" or 11" x 28".

2.5 **TRANSIT ADVERTISING RIGHTS GRANTED TO THE SUPPLIER**

- A. The awarded Supplier will be granted exclusive rights to solicit, place, administer, maintain, manage, and enter into contracts with other parties desiring to advertise or promote on designed space located on the exterior or interior of the buses, subject to limitations, exceptions, and rights reserved by ET expressly included within the Agreement, which is attached at the end of the solicitation.
- B. Everett Transit reserves the right to have displays containing its own or other approved city department advertising placed by the Supplier at no cost for the advertising space, provided that all such space is subject to pre-emption for paying advertisers.
- C. No buses in the fleet can be guaranteed to be assigned to any specific route, base, area, or subarea.
- D. ET reserves the right, to be exercised at any time and in its sole discretion, to discontinue any advertising wholly or partially in or on any bus. If ET elects to discontinue some or all advertising pursuant to this subsection, the Supplier, at its sole expense, must make any necessary changes to or remove entirely any advertising product.

2.6 **MATERIALS, EQUIPMENT, AND SUPPLIES**

- The Supplier must furnish, at its expense, all equipment, supplies, and materials necessary and incidental to the solicitation, sale, and posting of advertising material under this contract. The Supplier's obligation includes, but is not limited to, furnishing, at its expense, the non-metal straps which must be used to secure all interior advertising signs.
- Direct vinyl application advertisements must use a pressure-sensitive, opaque, directly applied vinyl material, such as 3M, Flexcon, or other similar material.

2.7 **INSTALLATION OF TRANSIT ADVERTISING PRODUCTS**

- The Supplier is solely responsible for all labor and expenses associated with applying, maintaining, or removing each direct-applied vinyl on a bus and for restoring the vehicle to its original condition.
- All adhesive residues from direct application must be removed.
- Once the advertisement is applied or removed, Everett Transit may inspect the bus's condition. If ET determines that, because of the application or removal of the vinyl, the bus requires any repair work to return it to its original condition, the Supplier will be responsible for the costs of all repairs, including but not limited to repainting the bus or installing all other required decals. The Supplier must return the bus to the same condition it was in before the damage occurred.

2.8 **NON-ENGLISH ADVERTISEMENTS**

If a proposed advertisement contains non-English words or symbols, the Supplier will be responsible for obtaining an interpretation from a qualified interpreter to determine whether the proposed advertisement is suitable for display and present the interpretation to Everett Transit for final approval.

2.9 RESTRICTIONS ON ADVERTISING CONTENT

The Supplier agrees to strictly comply with Everett Transit's restrictions during the term of this contract. Unless otherwise specifically agreed to by the parties in a written amendment to the contract, the Supplier will not be entitled to any additional compensation or to a reduction in the guaranteed amounts owed to the city because of complying with this section.

Public complaints received by Everett Transit about any advertisement will be directed to the Supplier for immediate response. The Supplier must copy the Everett Transit Director, Project Manager, and Procurement Professional on all email response communication and resolution within twenty-four (24) hours of the initial complaint.

- Advertising reasonably construed by Everett Transit to cause and present danger to Everett Transit or the City of Everett by riot, illegal gathering, undue congestion, or blockage of streets, highways, arterials, and alleys, or which any other way would create a clear and present danger must, upon written request of the Everett Transit Director or appointed representative, be promptly removed by the Supplier. The Supplier will not sell advertising of the following products or services for display on Everett Transit vehicles:
 - X-rated movies
 - Adult bookstores
 - Adult 900 telephone numbers or similar telephone numbers of an adult nature
 - Adult websites, chat rooms, or other similar internet sites
 - Adult Entertainment Establishments
 - Tobacco advertising
 - Marijuana advertising
 - Alcoholic beverages
 - Political advertising
 - Religious advertising

2.10 COMPENSATION

A. For purposes of this section, the following terms have been defined as follows:

- i. Net Revenue: the gross sales less any recognized advertising agency commission. Within twenty (20) days after the end of each calendar month, the Supplier must send to Everett Transit a statement of the gross billings, calculation of net revenue, and collections for such month, including a statement of the size and type of display contracted for by each advertiser and other information as may reasonably be requested by Everett Transit. The Supplier must remit to Everett Transit the proportionate amount of such collections due Everett Transit within twenty (20) days after the end of said month.
- ii. Gross Billings: all revenue generated from the sale of space on Everett Transit vehicles less any commission, not to exceed the negotiated percentage fee deducted by or paid or payable to advertising agencies or sales representatives other than the Supplier with respect to advertising placed by the Supplier through such agencies or representatives.

- B. During each contract year, the Supplier must pay Everett Transit the greater of the Minimum Annual Guarantee (MAG) or a percentage of Gross Billings earned by the Supplier from the sale of advertising on Everett Transit vehicles or a combination of both.
- i. The Supplier agrees that it will pay Everett Transit no less than the MAG stated in Form 3.02 Monetary Proposal.
- C. Everett Transit prefers to receive the full MAG at the beginning of the contract year. If proposed as such, the first-year MAG payment will be made fifteen (15) days following contract execution. Payment of the MAG for subsequent years will be made within thirty (30) days of the contract year commencement.
- D. If thirty percent (30%) or more of Everett's peak hour transit service ceases to operate in excess of seven (7) consecutive days due to strike, labor dispute, fire, flood, earthquake, military action, civil disturbance, terrorism, act of nature or other emergency condition, and as a result of such interruption the Supplier is required to refund any advertiser payments shared with ET under this Contract, then the annual guarantee shall be reduced on a pro-rata basis for a period of said service interruption or reduced by the amount of any such refunds made by the Supplier as a result of the service interruption, whichever is the lesser amount.
- E. No later than 60 calendar days after the end of the contract year, the Supplier must provide a Reconciliation Report consisting of a reconciliation of fees for the prior contract year together with a check for any overage due to Everett Transit.
- F. Uncollectible accounts are the responsibility of the Supplier. Everett Transit is entitled to its share of the Gross Billing from uncollectible accounts.

2.11 REPORTING

A. Monthly Reports

Within twenty (20) calendar days after the end of each calendar month, the Supplier must send Everett Transit a statement of billing, the appropriate payment due, and a report which must provide:

- A schedule of current-month advertisements by category, advertiser, bus type, bus number, number of days posted, rate, revenue to Supplier, and revenue to Everett Transit.
- An explanation of whether payment is equal to the contract percent during the period or the minimum guarantee.
- A year-to-date payment.

B. Quarterly Report

On a quarterly basis, the Supplier must provide Everett Transit:

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

C. Annual Report

On an annual basis, the Supplier must provide Everett Transit:

- Total number of advertising contracts over the contract year.
 - Total number of exterior and interior advertisements.
 - Total number of advertisements per ad category.
 - Total advertisement revenue.
 - Summary of total payments made to Everett Transit.
 - Average length of trade contract per ad category.
 - Quantity and general type of advertising content restrictions imposed during the year.
 - Sales trends, observations, and recommendations.
- D. The monthly, quarterly, and annual reports must be submitted to Everett Transit after the end of the preceding period.
- E. Everett Transit reserves the right to perform periodic spot checks of buses and inventory.
- F. Everett Transit may require the advertising sales company to provide quarterly or semi-annual documentation that posted advertisements are being installed and removed in accordance with the advertising contract dates.

2.12 FUTURE FLEET REPLACEMENTS AND EXPANSION

Everett Transit retains the right to increase or decrease the fleet size depending on service needs and funding increases or decreases. Everett Transit will notify the selected Supplier of any increases or decreases in fleet size.

2.13 EVERETT TRANSIT RESPONSIBILITIES

- A. Everett Transit will designate an employee as the Project Manager.
- B. Everett Transit will provide normal maintenance services to keep the ads clean and in good repair and will provide the Supplier with annual reports containing fleet size, passenger counts, and other information reasonably requested by the Supplier for its use in selling advertising space.
- C. Upon request, Everett Transit will provide the awarded Supplier with monthly ridership figures and information regarding bus distribution.

2.14 RECORD KEEPING

The Supplier must keep complete and accurate accounting records of its business, billings, and expenses and make those records available for inspection upon request. These records may be examined for public audit by a City of Everett authorized representative or other governmental audit offices to verify monthly, quarterly, and annual statements and payments at any reasonable time throughout the period of the agreement and up to three years following the end of the contract.

2.15 ADVERTISING RATE SCHEDULE

The Supplier must provide Everett Transit with a copy of the most current advertising rate schedule and fees to be charged to commercial clients, non-profit clients, and public service clients for the initial contract term and on an ongoing annual basis throughout the contract term. The Supplier must notify ET in writing any advertising rate change 30 days in advance of the effective day.

2.16 CONDUCT WHILE ON EVERETT TRANSIT PROPERTY

The Supplier must coordinate work schedules with Everett Transit. No restrictions apply on the time of day for work to be conducted, but evening hours, 10:00 p.m. to 4:00 a.m., offer the greatest access to Everett Transit's fleet. Under no circumstances will the Supplier's work of installing advertising on vehicles interfere with Everett Transit's ability to perform its service to the public. All Everett Transit and City of Everett work area safety rules must be followed.

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

The Supplier will be provided with reasonable access to the coach fleet to provide the services under this agreement.

All Supplier's employees, agents, or subcontractors working in or around the buildings must wear distinctive uniforms and carry identification with the name of their employer.

Furthermore, all Supplier's employees, agents, or subcontractors with scheduled worksite appointments must notify and report to the appropriate Everett Transit maintenance personnel on duty when they arrive on any Everett Transit property. Worksite appointments between ET and Supplier will be mutually agreed upon to ensure appropriate coaches are pulled and available for ad poster inspection, installation, or removals at the scheduled time and date.

Supplier employees must obey all speed limit signs, directional arrows, and other regulatory signs while on ET property, as directed in the procedures listed below. Supplier's company vehicles must be clearly marked, have working marker lights and flashers, and be in safe operating condition.

To avoid personal injuries or property damage, the following procedures must be followed at all times:

1. Maximum yard speed is 10 m.p.h.
2. Yield right-of-way to buses backing out of the shop and parking stalls.
3. Follow designated yard directional traffic flow. Do not drive across bus stalls.
4. Stop at designated "stop" markings in the yard.
5. The vehicle must have headlights on, directional signals flashing, and a rotating beacon light on.
6. All workers in the yard must wear a reflective safety vest.
7. Always be courteous and never demand the right-of-way to the extent of causing an accident.
8. Pedestrian traffic in or out of the vehicle access gates is prohibited. Under no circumstances will the Supplier's employees be allowed to move any of ET's buses.

2.17 INCOME HISTORY

The following table shows the advertising revenue received in recent contract months on Everett Transit buses:

Contract Period	Gross Space Sales	Prepaid Guarantee	55% Revenue Share
July 2023	\$23,760.00	\$5,937.50	\$13,068.00
August 2023	\$27,375.00	\$5,937.50	\$15,056.25
September 2023	\$21,730.00	\$5,937.50	\$11,951.50
October 2023	\$25,285.00	\$5,937.50	\$13,906.75
November 2023	\$17,320.00	\$5,937.50	\$9,526.00
December 2023	\$10,290.00	\$5,937.50	\$5,659.50
January 2024	\$9,964.00	\$5,937.50	\$5,480.20
February 2024	\$6,204.00	\$5,937.50	\$3,412.20
March 2024	\$10,994.00	\$5,937.50	\$6,046.70
April 2024	\$13,794.00	\$5,937.50	\$7,586.70
May 2024	\$16,565.00	\$5,937.50	\$9,110.75
June 2024	\$20,405.00	\$5,937.50	\$11,222.75

2.18 CONTRACT TRANSITION

In the event of a follow-on contract award to another Supplier, the Supplier must ensure a cooperative and smooth transition to a new contract provider and will provide all records, status reports, and contract files as agreed with the provided notice of termination.

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the Supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the Supplier can offer. The specifications may be altered by the City of Everett based on the Supplier's proposal and an increase or reduction of services with the Supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the Supplier that best meets the needs of the City of Everett.

The award of a contract to the successful Supplier will be notified of acceptance. The award of a contract will bind the Supplier to furnish the service in accordance with the information herein, responses to questions, the Supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	50	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	150	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	65	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Monetary Proposal	100	
	Total	400	

3.5 INTERVIEWS

The City of Everett may request interviews with the highest-ranked Supplier(s). If requested, the interview's purpose will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. The City of Everett will schedule interviews with the finalist(s) as to the time and date.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Form 4.01 Supplier Commitment and Information (included)**
- 2. Form 4.02 Monetary Proposal (included)**
- 3. Form 4.03 Questionnaire – Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Form 4.04 Certificate of Non-Debarment/Suspension (included)**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8-1/2" x 11" paper.
- Single or double-sided, numbered pages.
- Typed with a minimum of 12-point font.
- Form 4.03 – re-type the question before responding.

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION
REQUEST FOR PROPOSAL #2024-043 PUBLIC TRANSIT ADVERTISING SERVICES

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date :	

FORM 4.02 MONETARY PROPOSAL

REQUEST FOR PROPOSAL #2024-043 PUBLIC TRANSIT ADVERTISING SERVICES

Supplier Name:

Complete the Proposed Monetary Offering per Section 2.10 below based on the list of buses in Appendix A.

Having carefully examined the RFP solicitation, Suppliers offer to provide the services identified in the Scope of Work and accompanying Attachments for the monetary offering set forth below.

Item #	Contract Period	Revenue Share Percentage	Minimum Annual Guarantee (MAG)
1	Year One	%	\$
2	Year Two	%	\$
3	Year Three	%	\$
4	Year Four	%	\$
5	Year Five	%	\$

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this "Questionnaire," providing the information in the same order requested below. In their narrative, suppliers may emphasize any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company, including transit advertising sales experience and all types of services offered, the year founded, and a description of the firm's national, regional, or local organization or network, including the number, size, and location of offices and the number of employees at each office.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** What characteristics most distinguish your organization from your competitors?
- D.** If awarded this contract, how many people are you proposing to be the account manager(s)? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in the industry, years with the firm, etc.?
- E.** Describe your company's administrative and financial systems in place to create billings, collect revenues, compile reports, and transfer its monthly revenue share to Everett Transit in a timely manner.
- F.** Describe how your company will perform operational functions, including controlling and tracking advertising space inventory and ads and storing, posting, and removing ads.
- G.** Does your company intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.

2. Technical Capability, Approach, and Capacity

- A.** Describe how Everett Transit will benefit from your proposed approach to help us achieve and maintain our long-term goal of generating more revenue for the agency.
- B.** Describe how your company will implement a strategy to maximize local and national sales.
- C.** Describe how your firm seeks or ensures a balanced advertising opportunity for national, regional, and local advertisers throughout the year. Include in your explanation how your firm makes local, regional, non-profit, and government advertisers aware of ongoing opportunities to advertise on the Everett Transit fleet.
- D.** Describe how your company will perform operational functions, including controlling and tracking advertising space inventory and ads, and storing, posting, and removing ads.
- E.** Include your company's plans and procedures for transitioning from the current Supplier, as well as a plan for transitioning to a subsequent Supplier after the contract ends. Include in your response the period of time necessary to have a full ad sales operation in place to sell, contract, and begin installation of advertising on the Everett Transit fleet.

- F. Describe your company's process to ensure all proposed ads do not fall under Section 2.9.
- G. Describe your proposed team's familiarity with and ability to resolve types of problems related to transit advertising sales and services. Include in your explanation of how your project team handles controversial advertising that may be considered a restriction listed in Section 2.9.

3. Communication, Customer Services, and Training

- A. Describe how your company or project manager will keep the City of Everett timely informed of any issues related to delivering the services described in this RFP.
- B. Describe your company's customer service. What is your company's policy for returning calls and e-mails?
- C. Where is your customer service center located, and what are your customer service hours in Pacific Time?
- D. Describe how your firm will meet or exceed the reporting requirements per Section 2.11. Provide a sample of monthly, quarterly, and annual reporting you have done in the past or a proposed reporting in accordance with the requirements herein.

4. Risk, Performance, and Quality Assurance

- A. For markets similar in fleet size to Everett Transit or larger, describe your company's history in meeting or exceeding the minimum annual monetary guarantee.
- B. Submit at least three (3) relevant project experiences within the past five years that demonstrate successful contract performance. Include the following for each reference:
 - a. Name and address of each agency, entity, or jurisdiction.
 - b. Point of contact name, title, e-mail address, and phone number.
 - c. Contract year.
 - d. Minimum monetary guarantee.
 - e. Actual amount paid.
- C. Provide feedback collected from previous customers regarding your performance.
- D. What is the average length of your contracts?
- E. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2024-043 PUBLIC TRANSIT ADVERTISING SERVICES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS PROPOSAL. RETURN ALL COMPLETED FORMS WITH ORIGINAL PROPOSAL PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),

_____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

SECTION 5 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City: refers to the City of Everett (“COE”), located in Washington State.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Everett Transit: see “City”.

IT: Information Technology.

L&I: the Washington State Department of Labor and Industries.

Mandatory Features: a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Must: see “Shall”.

Offeror: see “Supplier”.

Price Analysis: comparison of proposed price to comparable pricing data.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

Shall or Must: the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

Supplier: see “Supplier”.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.



SERVICES AGREEMENT (TRANSIT ADVERTISING)

This Services Agreement ("**Agreement**") is effective as of the date of the last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Supplier identified in the Basic Provisions below ("**Supplier**"). This Agreement is for the purpose of the Supplier providing transit advertising services to the City as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Supplier	Enter Service Provider name
	Enter Service Provider street address
	Enter Service Provider city, state, zip
	Enter Service Provider email address
City Project Manager	Enter PM name
	City of Everett -- Enter PM 's department
	Enter PM office street address
	Enter PM office city, state, zip
	Enter PM email address
Contract Term	Enter contract term
Supplier Insurance Contact Information	Enter insurance contact name
	Enter insurance contact phone number
	Enter insurance contract email address

BASIC PROVISIONS	
Exhibits	<p>Exhibit A: Restrictions on Advertising Content</p> <p>Exhibit B: Method of Compensation</p> <p>Exhibit C: Enter name of Exhibit or N/A</p> <p>Exhibit D: Enter name of Exhibit or N/A</p>
Other Basic Provisions	<p>The Supplier will manage the sales and placement of advertising on Everett Transit owned and operated vehicles. Supplier shall provide client sales contacts, production, printing and plotting services, posting and removing signs on the exteriors and interiors of Everett Transit vehicles, billing, collecting revenues from clients, and other necessary or customary business practices.</p> <p>Supplier must comply with Everett Transit’s Restrictions on Advertising Content, a current copy of which is included in this Agreement as the attached <u>Exhibit A</u>. The City retains the right to unilaterally revise Everett Transit’s Restrictions on Advertising Content, in which case such revisions will take effect and will be deemed incorporated into <u>Exhibit A</u> effective upon receipt by Supplier.</p>
State Retirement Systems (must answer both questions)	<p>Does Supplier have 25 or more employees?</p> <p>Answer: Click for Dropdown Menu</p> <p>If Supplier has less than 25 employees, did any Supplier Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: Click for Dropdown Menu</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Supplier Personnel” includes Supplier employees and owners (such as shareholders, partners or members). If Supplier is a sole proprietor, then “Supplier Personnel” refers to the sole proprietor.</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Supplier have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name in
Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

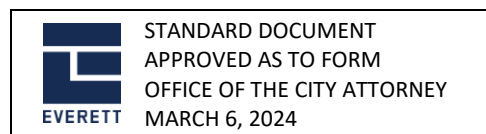
Signer's Email Address: Enter email address

Date

Title of Signer: Enter title

ATTEST

Office of the City Clerk



**ATTACHMENT
SERVICES AGREEMENT
(TRANSIT ADVERTISING)**

1. **Engagement of Supplier.** The City hereby agrees to engage Supplier, and Supplier hereby agrees, to perform the work in a competent and professional manner and provide the services described in the exhibit(s) to this Agreement. The work so described is hereafter referred to as “Work”.
 - A. Without a written directive of an authorized representative of the City, Supplier shall not perform any services that are in addition to, or beyond the scope of, the Work.
 - B. If Supplier’s proposal or other document generated by Supplier is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work or the Work schedule. Supplier expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the Basic Provisions.
 - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as “it is desired that Supplier will,” “it is preferred that Supplier will” or similar language) is deemed to be mandatory, unless otherwise provided in the Basic Provisions.
 - D. In the event of difference or conflict between parts of this Agreement, Supplier shall be bound by whichever is more stringent on Supplier, except that the Basic Provisions shall always govern.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. To the extent the Work includes material subject to copyright, Supplier agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Supplier hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Supplier waives all moral rights in the Work. Notwithstanding the foregoing, Supplier retains any intellectual property rights in documents and intangible property created by Supplier prior to engagement, or not created by Supplier for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
4. **Compensation.** Supplier shall pay the City in accordance with Exhibit B.
5. **Not Used.**
6. **Submission of Reports and Other Documents.** Supplier shall submit all reports and other documents as and when specified in the attached Exhibits. This information shall be subject to review by the City, and if found to be unacceptable, Supplier shall correct and deliver to the City any deficient Work at Supplier’s expense with all practical dispatch. Supplier shall abide by the City’s determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Supplier ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Supplier (whether by email, mail, delivery or other method reasonably calculated to be received by Supplier in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Supplier shall immediately commence to end the Work in a reasonable and orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Supplier to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Supplier shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Supplier hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Supplier (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Supplier is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Supplier's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Supplier. Supplier's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Supplier, its employees, subcontractors/subconsultants or agents and (b) the City, then Supplier's obligations under this Section shall be only to the extent of Supplier's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Supplier specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Supplier recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Supplier employs or engages subconsultants or subcontractors, then Supplier shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Supplier pursuant to this Section. The provisions of this Section shall survive termination of this Agreement.
11. **Insurance.**

- A. Supplier shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Supplier's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Supplier shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Supplier covers such employees.
 2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Supplier to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Supplier performing any Work, Supplier shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Supplier shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Supplier's obligations to fulfill the requirements.
- F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original

policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.

- G. Supplier certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Supplier shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Supplier shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
 - H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Supplier, such types of insurance in the name of Supplier, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Supplier under this Agreement or may demand Supplier to promptly reimburse the City for such cost.
12. **Risk of Loss.** Supplier shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Supplier's own risk, and Supplier shall be solely responsible for any loss of or damage to Supplier's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Supplier must provide services under this Agreement as an independent contractor. Supplier must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Supplier agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 - B. In addition to the other requirements of this Section, if Supplier is a sole proprietor, Supplier agrees that Supplier is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Supplier is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Supplier is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Supplier is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Supplier is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Supplier has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

- (6) By the effective date of this Agreement, Supplier is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Supplier, while engaged in the performance of any Work, shall be considered employees of only Supplier and not employees of the City. Supplier shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Supplier, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Supplier's employees, while so engaged on any of the Work.
- D. Supplier shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Supplier assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Supplier and as to all duties, activities and requirements by Supplier in performance of the Work and Supplier shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Supplier warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Supplier, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Supplier, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Supplier may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Supplier's ability to perform the Work. Supplier agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Supplier shall make available to the City for the City's examination all of Supplier's records and documents with respect to all matters covered by this Agreement and, furthermore, Supplier will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Supplier agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Supplier agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Supplier shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

19. **Compliance with the Washington State Public Records Act.** Supplier acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “Act”). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Supplier. Supplier shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Supplier shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City’s public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Supplier at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Supplier for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Supplier shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Supplier to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Supplier shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Supplier’s work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third-party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Supplier shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Supplier shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Supplier or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Supplier.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
- A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Supplier shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

29. **City Marks.** Supplier will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Supplier shall immediately notify the City of any suspension or debarment or other action that excludes Supplier or any Supplier subcontractor from participation in Federal contracting. Supplier shall verify all subcontractors that are intended and/or used by Supplier for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/epls/search.do>. Supplier shall keep proof of such verification within Supplier records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

END OF GENERAL PROVISIONS

EXHIBIT A
SERVICES AGREEMENT

RESTRICTIONS IN ADVERTISING CONTENT

Advertising reasonably construed by Everett Transit to cause and present danger to Everett Transit or the City of Everett by riot, illegal gathering, undue congestion, or blockage of streets, highways, arterials, and alleys, or which any other way shall create a clear and present danger shall, upon written request of the Everett Transit director or appointed representative, be promptly removed by the Supplier. The Supplier will not sell advertising of the following products or services for display on Everett Transit vehicles:

- X-rated movies
- Adult bookstores
- Adult 900 telephone numbers or similar telephone numbers of an adult nature
- Adult websites, chat rooms, or other similar internet sites
- Tobacco advertising
- Alcoholic beverages
- Adult Entertainment Establishments
- Political advertising
- Religious advertising
- Marijuana advertising

EXHIBIT B
SERVICES AGREEMENT
METHOD OF COMPENSATION

A. Definitions

“Contract Year” is [date] to [date] during the term that this Agreement is in effect.

“Contract Year Guarantee Amount” for each Contract Year is \$_____.

“Total Gross Billings” means all revenue generated from the sale of space on Everett Transit properties less any commission, not to exceed the negotiated percentage fee deducted by or paid or payable to advertising agencies or sales representatives other than the Supplier with respect to advertising placed by the Supplier through such agencies or representatives.

“City Share Percentage” for each Contract Year is _____ percent (____%)

“City Gross Billings Share” for a Contract Year is the product of that Contract Year’s Total Gross Billings multiplied by the City Share Percentage.

B. Compensation. For each Contract Year, Supplier shall pay to the City either (a) the Contract Year Guarantee Amount or (b) that Contract Year’s City Gross Billings Share, whichever of (a) or (b) is greater. This will be paid as follows:

1. Supplier will pay the Contract Year Guarantee Amount for each Contract Year each [date] in accordance with the due-date table below.
2. The Supplier deliver the following to the City each [date] in accordance with the due-date table below:
 - Supplier will deliver a reconciliation report consisting of an accounting of Total Gross Billings and City Gross Billing Share for the preceding Contract Year, together with any backup information reasonably requested by the City.
 - If the City Gross Billing Share for the preceding Contract Year is in excess of the Contract Year Guarantee Amount paid to the City for that preceding Contract Year, then Supplier will deliver payment in an amount equal to such excess.

Contract Year	Due Date for Payment of Contract Year Guarantee Amount	Due Date for Delivery of Reconciliation Report and Payment of Excess
[Year 1, 2025]	[15 days following contract execution]	[60 days after end of contract year]
[Year 2, 2026]	[30 days of contract year commencement]	[60 days after end of contract year]
[Year 3, 2027]	[30 days of contract year commencement]	[60 days after end of contract year]

[Year 4, 2028]	[30 days of contract year commencement]	[60 days after end of contract year]
[Year 5, 2029]	[30 days of contract year commencement]	[60 days after end of contract year]

- C. **Monthly Reports.** Within twenty (20) days after the end of each calendar month, Supplier will deliver to Everett Transit a statement of the Total Gross Billings for the previous month, and collections for such month, including a statement of the size and type of display contracted for by each advertiser and other information as may reasonably be requested by Everett Transit.
- D. **Production Credit.** Everett Transit will receive production credit up to \$_____ each Contract Year, which can be redeemed by Everett Transit for the production and installation of transit advertising displays produced by Supplier. The credit includes graphic art design, printing and installation/removal by Supplier's graphic design staff and Supplier's printing/installation/removal vendors. This production credit resets at the beginning of each Contract Year and cannot be combined with any other Contract Year's production credit. This credit is separate from the payments described in Section B above.

APPENDIX A – EVERETT TRANSIT’S FLEET INVENTORY

Bus Type	Length	# of Coaches	Street Side	# of Spaces	Curb Side	# of Spaces	Back	# of Spaces	Frame
2001-2002 ORION V MARK V	N/A	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2007 GILLIG	40 ft	4	42" x 216"	1	King (height up to 42")	1	34" x 7'	1	N
2012 GILLIG	40 ft	2	42" x 216"	1	King (height up to 42")	1	18" x 5'	1	N
2006 GILLIG	35 ft	7	42" x 180"	1	42" x 92"	1	34" x 7'	1	N
2009 GILLIG BRT	40 ft	3	42" x 198"	1	King (height up to 42")	1	34" x 7'	1	N
2013 GILLIG BRT	40 ft	7	42" x 216"	1	King (height up to 42")	1	18" x 5'	1	N
2018 PROTERRA CATALYST E2	40 ft	4	Kong	1	King	1	N/A	N/A	N
2019 PROTERRA CATALYST E2	40 ft	3	Kong	1	King	1	N/A	N/A	N
2022 GILLIG	35 ft	3	42" x 180"	1	42" x 94"	1	Super Tail	1	N
2022 GILLIG	40 ft	7	Kong	1	King	1	42" x 7'	1	N
GILLIG RECONDITIONED	35 ft	5	42" x 173"	1	42" x 84"	1	Super Tail	1	N
PARA TRANSIT		25	N/A	N/A	N/A	N/A	18" x 60"	1	N

1. King - 30" x 144"
2. Kong - 42" x 19' (size may vary slightly by bus series)
3. Queen - 30" x 88"
4. Super Tail - 3' x 7' (size may vary slightly by bus series)
5. Tail - 21" x 72" (size may vary slightly by bus series)
6. Interior ads measure 11 x 17 inches or 11 x 28 inches.












2024-043 Transit Advertising_022025_SD

Final Audit Report

2025-03-10

Created:	2025-03-05
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHCuUBZJMZPqINir5la_9SLKs9xJedZ0N

"2024-043 Transit Advertising_022025_SD" History

-  Document created by Ashleigh Scott (AScott@everettwa.gov)
2025-03-05 - 4:05:04 PM GMT
-  Document emailed to Jenny Chang (JCHANG@EVERETTWA.GOV) for approval
2025-03-05 - 4:07:19 PM GMT
-  Email viewed by Jenny Chang (JCHANG@EVERETTWA.GOV)
2025-03-05 - 4:07:45 PM GMT
-  Document approved by Jenny Chang (JCHANG@EVERETTWA.GOV)
Approval Date: 2025-03-05 - 4:08:44 PM GMT - Time Source: server
-  Document emailed to Neal Gatherum (ngatherum@lamar.com) for signature
2025-03-05 - 4:08:47 PM GMT
-  Email viewed by Neal Gatherum (ngatherum@lamar.com)
2025-03-05 - 4:51:44 PM GMT
-  Document e-signed by Neal Gatherum (ngatherum@lamar.com)
Signature Date: 2025-03-07 - 7:25:28 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2025-03-07 - 7:25:31 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2025-03-07 - 7:27:57 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2025-03-07 - 7:28:13 PM GMT - Time Source: server
-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature
2025-03-07 - 7:28:15 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)


2025-03-08 - 1:09:44 AM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2025-03-08 - 1:10:07 AM GMT - Time Source: server

 Document emailed to Ashleigh Scott (AScott@everettwa.gov) for signature

2025-03-08 - 1:10:09 AM GMT

 Email viewed by Ashleigh Scott (AScott@everettwa.gov)

2025-03-10 - 2:34:26 PM GMT

 Document e-signed by Ashleigh Scott (AScott@everettwa.gov)

Signature Date: 2025-03-10 - 2:34:39 PM GMT - Time Source: server

 Agreement completed.

2025-03-10 - 2:34:39 PM GMT