

SALEM AREA MASS TRANSIT DISTRICT



REQUEST FOR PROPOSAL (RFP)

COMMERCIAL ADVERTISING ON DISTRICT PROPERTY

RFP Number: RCF0020BW

Release Date: February 23, 2017

Closing: March 21, 2017 **Time: 4:00 p.m. (local time)**

Requests for changes/clarification: March 8, 2017

Patricia Feeny, Director of Communication (Project Manager)

Brian Woodall, Procurement and Contracts Manager

Salem Area Mass Transit District

555 Court Street NE - Suite 5230

Salem, OR 97301

Phone: 503-361-7527

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Anticipated Schedule of Activity

RFP Released:	February 23, 2017
SAMTD's Responses to Questions Released:	March 10, 2017
Proposal Due Date:	March 21, 2017
Anticipated Award Date:	May 1, 2017

SECTION I: INTRODUCTION

Communities with public transit systems not only grow, they thrive.

The Salem Area Mass Transit District, more commonly known as Cherriots, is a community lifeline connecting people to the places where they live, work, learn, shop, recreate and heal.

Formed in 1979 as a municipal corporation, Cherriots provides fixed route, paratransit, regional, on-demand and rideshare services.

Operating Monday through Friday, Cherriots buses provide transportation throughout Marion and Polk counties with easy connections to other counties and cities, including Wilsonville and Grand Ronde.

The well-maintained fleet of 127 buses runs on clean diesel or compressed natural gas. Each is ADA accessible with front-load bike racks that accommodate up to two bicycles at a time.

People depend on Cherriots to meet their transportation needs and expect a safe, friendly and reliable experience with every ride.

Disadvantaged Business Participation

SAMTD promotes equal employment opportunity and maximum practicable opportunity participation by Disadvantaged Business Enterprises certified by the State of Oregon.

Equal Employment Opportunity

CONTRACTOR is required to comply with all applicable Equal Employment Opportunity laws and regulations.

Rejection and Waiver

SAMTD reserves the right to reject any or all proposals and to waive minor formalities and technicalities in offers received, to solicit new proposals, or to accept any proposals which are deemed to be more advantageous to SAMTD

**Proposals are due No Later Than
March 21, 2017 at 4:00 p.m. (local time)**

Questions regarding this RFP should be directed to:
Brian Woodall, Procurement and Contracts Manager

brian.woodall@cherriots.org

503-361-7527

SECTION II: SCOPE OF WORK

SAMTD is requesting proposals from qualified firms and individuals interested in providing Commercial Advertising on buses operated by the District. This RFP outlines a description of the services sought and the required documents interested firms will be expected to submit. All requested information shall be submitted in the format required by TBD. Any responses received after the deadline will not be considered.

Bids will be reviewed and ranked per the criteria outlined in Section III, Evaluation Criteria, pages 10 and 11 of this RFP. An evaluation team will evaluate proposals. Interviews and negotiations may be held with acceptable firms. The final decision regarding contract award will be made by the SAMTD Board of Directors in an open public meeting.

The term of the contract shall be for five (5) years, anticipated to begin May 1, 2017.

For its own best interests, SAMTD reserves the right to accept any proposal or to reject any and all proposals.

SAMTD intends to license the exclusive right to solicit, sell and place commercial advertising on the exteriors and interiors of public transit buses owned, controlled and/or operated by the District during the term of any contract awarded pursuant to this RFP.

Proposers must be able to demonstrate their ability to manage all tasks including, but not limited to: coordinating all client sales contacts, coordinating advertising production, posting and removing advertising materials, billing, collecting revenue from clients, and other necessary or customary business practices. The objective of this contract will be to generate revenue for SAMTD and support access to advertising for local businesses, while being sensitive to the fact that SAMTD's public image is influenced by the appearance of advertising on SAMTD property.

In addition to other required information, the proposals must set forth Quarterly Net Revenue Share with which the Contractor intends to compensate SAMTD for the rights granted pursuant to this RFP, including minimum Revenue Guarantees. As used throughout this RFP, references to “quarterly net revenue” shall refer to the total sum billed from the Contractor to advertisers relating to the space described in this RFP, less payment of permitted agency commissions.

Selected Contractor will be required to perform sales, production, installation and maintenance of advertising space in its revenue fleet.

Responsibilities include:

- Implementing an advertising program
- Review and revise advertising rates if necessary
- Contacting clients and pursuing leads
- Performing sales
- Performing Trade Sales
- Ensuring all advertising content meets state and federal laws
- Contractor will strictly adhere to the specified policy standards on Advertising Content (Standards, Section III, Page 9)
- Installation of all advertising medium
- Production of all advertising medium
- Removing wraps and frames in a timely manner
- Advising SAMTD staff on growing advertising program

All costs of fulfilling these responsibilities will be borne by Contractor

No representation or assurance is, or can be made to any vehicle remaining in a specific area or route.

SAMTD reserves the right to make changes in the location, time availability, and size of vehicles. The ultimate responsibility for tracking the fleet rests with the Contractor. SAMTD, by necessity, must retain the ability to move vehicles to accommodate passenger needs and maintenance requirement and cannot assign vehicles for advertising purposes. SAMTD reserves the right to increase or decrease the number and frequency of routes at anytime during contract term. Revenue amount will remain as proposed during the agreement term.

The Contractor will be allowed reasonable access to the vehicles for the purpose of providing their services. The Contractor’s employees must obey all speed limit signs, parking access, directional arrows and other regulatory signs

while on SAMTD property and must notify the SAMTD maintenance personnel on duty at the facility when they arrive and before they leave SAMTD property.

SECTION III: TECHNICAL SPECIFICATIONS

WORK TO BE PERFORMED BY CONTRACTOR:

By submitting a response to this RFP, the Contractor agrees to be bound by the following terms and conditions. All below-specified terms and conditions shall be incorporated into any contract awarded pursuant to this RFP.

Marketing of Available Advertising Space

The Contractor shall use its best efforts to solicit and sell all available advertising space on SAMTD property and the Contractor shall cause advertising media to be placed upon such space as outlined in this RFP.

Production and Installation of Bus Advertising

The Contractor shall be responsible for the design and production of all advertising to be mounted upon or affixed to SAMTD property. All installation, removal and minor maintenance of advertising signs or other allowable advertising materials upon buses shall be performed by the Contractor at SAMTD's bus maintenance facility, located at 3170 Del Webb Ave. NE, Salem, OR. Such work shall occur at a time and place designated and mutually agreed upon by the Contractor and SAMTD. The installation, maintenance, removal and other work to be performed by the Contractor shall be performed reasonably, at the convenience of SAMTD, and shall be hours when the buses are not in use or are being serviced.

Storage of Advertising Materials

The Contractor shall maintain all signs or other advertising media not mounted on or affixed to a SAMTD bus at the Contractor's place of business and not at the facilities of SAMTD. No shop or storage space in SAMTD facilities shall be made available to the Contractor.

Record Keeping and Reporting of Monthly Sales

The Contractor shall keep full and accurate accounting records, rendering monthly reports to SAMTD as of the last business day of each month. This monthly report shall disclose (among other items) the total gross monthly

billings submitted by the Contractor which relate to the rights described in this RFP, less reasonable agency discounts (limited to no more than 15%). The Contractor shall submit these reports to SAMTD no later than the 15th day of each month.

Payment of Revenue Share to SAMTD

The Contractor shall pay SAMTD the Quarterly Net Revenue Share of total billings or the quarterly Revenue Guarantee according to the forms submitted by the Contractor in its proposal. Payments shall be made to SAMTD no later than 30 days following the end of the quarter for which payments are due. In the event that SAMTD increases the number of buses in its fleet by 20% at any time during the contract period, the Contractor and SAMTD agree to renegotiate the Revenue Guarantee that reflects the increase in available advertising space.

Advertising Rates

The Contractor shall lease all advertising space at fair market, advertised rates. The Contractor agrees to provide SAMTD with a copy of its printed rated schedule, and to further deliver revisions as they are made.

SAMTD Use of Available Spaces

The Contractor shall make a minimum of five sides and five tails available to SAMTD for its own marketing and promotion, at no charge to the District. Any available, unrented space will also be available for the District's use.

Limitations on "In- Kind" Payments

The Contractor shall obtain prior approval from SAMTD before accepting any advertising trade-outs or other "non-cash" or "in-kind" consideration as payment for any advertising rights with respect to SAMTD property.

Monthly Summary of Contract Activity

The Contractor shall maintain at all times an inventory of the advertising that is mounted, affixed, or otherwise installed on any property of SAMTD, as well as a register identifying all SAMTD property upon which such advertising is mounted.

Additional, Unspecified Work Scope

In addition to those tasks and obligations identified above, the Contractor shall be responsible for performing all other work provided for or reasonably required by this Scope of Work.

Available Exterior Bus Advertising Space

A total of 127 buses and vehicles are available for exterior displays and signage. This number may increase or decrease in the course of SAMTD operations. Contractor will have the right to place advertising on all four exterior sides of the vehicle in accordance with industry norms. Exterior advertising may not cover right side windows, three back from the entry door. Exterior advertising on the bus sides will be by direct application using pressure-sensitive, removable vinyl that is guaranteed or certified not to damage paint during its installation or removal from transit vehicles. Bus fronts and tails can be direct application, but some buses cannot have the rear grill blocked. "Back Attack" advertising shall not visually detract from yield-signs or rear lights.

Contractor shall be liable for any damage caused to the buses by installation or removal of any exterior bus advertising, regardless of how advertising is applied to the bus exterior. Contractor will require the vendor to photograph each vehicle before the exterior signage is installed and after signage is removed. Any damage noted after advertising removal will be inspected by both SAMTD Maintenance and the Contractor. Agreed upon damage will be recorded on a form provided by SAMTD. Repairs will be billed to the Contractor at SAMTD's invoiced cost. In all cases, Contractor will allow for space and provide for SAMTD logos and bus numbers to be displayed in a similar size and position as currently practiced.

Advertising Standards

SAMTD retains the right to review any advertising that is placed or is to be placed on any SAMTD property pursuant to this RFP, for the purposes of ascertaining whether such advertising complies with all applicable laws and regulations and with the following standards as stated in Policy #117 that no advertising will be displayed if it falls into any of these categories:

- a. Is false, misleading or deceptive;
- b. Promotes unlawful or illegal goods, services or activities;

- c. Implies or declares an endorsement by the District of any goods, services or activities;
- d. Contains any nudity, obscenity, sexual conduct, sexual excitement, or sadomasochistic abuse as those terms are defined in ORS 167.060, and as such law may be amended, modified or supplemented;
- e. Contains an image or description which, if furnished or sent to a minor would give rise to a violation of ORS 167.070 or 167.080, and as such law may be amended, modified or supplemented;
- f. Contains an image or description which would give rise to a violation of ORS 167.090, as such law may be amended, modified or supplemented;
- g. Promotes the sale or use of tobacco or nicotine products, including cigarettes, cigars and smokeless tobacco;
- h. Promotes the sale or use of electronic cigarettes;
- i. Promotes the sale or use of cannabis or cannabis-related products;
- j. Promotes the sale of wine, liquor, beer, or distilled spirits;
- k. Promotes gambling activity or any establishment whose primary business or primary income is derived from the conduct of gambling with the exception of the Oregon Lottery whose funds are transferred to the state of Oregon to help fund critical programs that support education, economic development and natural resources;
- l. Is demeaning or disparaging to an individual or a group, or is defamatory;
- m. Supports or opposes a candidate, an issue, or cause;
- n. Supports or opposes a religion, denomination, creed, tenet, or belief;
- o. Displays any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device; or

- p. Is signage or a display that would interfere in any way with a passenger's ability to access devices or equipment used by the passenger, such as stop request signal controls, or equipment designed to assist individuals with disabilities;
- q. Incorporates any rotating, revolving, or flashing devices, or any other moving parts (for on-bus advertising only).

SAMTD is not obliged to review any such advertising, and SAMTD's failure to review or comment upon any advertising is not an admission that such advertising conforms to the requirements of this RFP.

SAMTD reserves the right to reject any advertising that does not conform to District policy, whether now existing or hereafter adopted by the District's Board of Directors.

Outdated Material

Advertising materials that have exceeded the period for which they are posted must be removed and replaced with public service posters, SAMTD advertising or other material designated by SAMTD representatives within three (3) days of dated copy. It shall be the responsibility of the contractor to pull outdated ad material if no posters are provided by SAMTD.

Showings

Because showings are an excellent way to connect local businesses with SAMTD and to promote positive public relations, we see this as an essential part of our program.

Showings are limited to the following parameters:

- Only half-side or full-back advertisements covering 50 square feet or more qualify for showing.
- Only one showing per business per year.
- Total time for the bus to be out of the yard is 60 minutes per showing.
- Showings will only be available during "non-peak hours" of service, Monday through Friday with prior SAMTD approval.
- Showings are not available on holidays or weekend days.
- SAMTD will schedule showings without charge provided. Showings

lasting longer than 60 minutes will result in a charge to the Contractor. The rate charged will be the current fully allocated rate charged by SAMTD.

- Seven (7) days' prior notice of the requested time and date is given. SAMTD will confirm or deny the showing within three (3) days of receipt of request.
- The showing location is within SAMTD service area.

All showings are contingent upon SAMTD approval and are arranged by contacting Brian Woodall, Procurement/Contracts Manager 503-361-7527.

SECTION IV: PROPOSAL INFORMATION

Sealed proposals will be received until TBD, at the office of Salem Area Mass Transit District (SAMTD), 555 Court Street NE, Suite 5230, Salem, Oregon, 97301. Proposals mailed must be received at SAMTD prior to closing date and time. Each proposal should indicate on the outside of the envelope/package the name of the Proposer, the RFP title, and the word "Proposal."

COMMENCEMENT OF WORK: No work will commence on this contract until insurance certificates have been submitted to SAMTD's Contracts and Procurement Manager and a Notice to Proceed has been issued by the Contracts and Procurement Manager.

AUTHORITY: By submitting their proposals, proposers certify that they have all requisite authority to perform the work.

SUBSTITUTION OF SPECIFIED MATERIAL: Whenever a particular make of material is shown or specified herein, such make of material shall be regarded as a standard. Any other make of material will be accepted, upon project manager's approval, which is comparably equal to, or better than, that specified in formulation, quality, quantity, workmanship, economy in operation, and suitability for the purpose intended.

ASSIGNMENT: Contractor agrees that he/she shall not assign, sell, transfer, or sublet his/her rights, or delegate his/her responsibilities under this agreement, in whole or in part, without the written consent of SAMTD.

SUBCONTRACTING: The Contractor expressly agrees that he/she may not subcontract any other parts of this agreement as specified in the PROPOSAL SECTION without the written consent of SAMTD.

AMBIGUITY IN SPECIFICATIONS: Contractor shall promptly notify the SAMTD Procurement Specialist of any ambiguity, inconsistency, or error which they discover upon examination of the Contract Documents.

PAYMENT: The Contractor, in accordance with the proposal section, shall direct payments to:

Salem Area Mass Transit District
Attn: Accounting
555 Court Street NE, Suite 5230
Salem, OR 97301

PROPOSALS MUST INCLUDE:

Firm Availability

Number of staff who are available to work on this project. Include names, certifications and resumes of staff, including Principals and Project Team members, who will work on this project.

Availability of assigned project team members. Indicate how you expect to staff this project through completion of services.

Firm References

Reference list with the names and telephone numbers of reference contacts for three (3) projects similar in size and scope.

Fee Proposal

Proposed fee for the scope of services outlined in Sections II and III. See ATTACHMENT V and ATTACHMENT VI. These forms MUST be completed and returned with proposals.

Firm Qualifications

Provide the names of agencies and/or professional organizations your company is accredited and/or certified with.

Provide information regarding your company's Quality Assurance/Quality Control program.

Six (6) copies of proposals, each of which must include all required RFP documents contained in this packet (see Required Submittal Forms).

Section V: GENERAL CONDITIONS

COMPLIANCE WITH LOCAL/STATE/FEDERAL LAWS, RULES, AND REGULATIONS

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, regulations, and safety codes that in any manner affect the conduct of this work. The Contractor shall indemnify and hold harmless Salem Area Mass Transit District and all of its officers, officials, agents, and employees against any claim, demands, and causes of action of any kind or character, or any liability arising from or based upon the violation of any such law, ordinance, or regulations whether by himself or his employees.

The Contractor shall pay the fees for and have obtained any applicable permits and/or licenses required by the City of Salem Ordinances or other applicable licenses and permits, before starting work involved under the Contract.

INSURANCE

The Contractor shall not commence work under this Contract until they have furnished Salem Area Mass Transit District with satisfactory proof of the insurance specified herein:

a. **Workers' Compensation Insurance**

The Contractor shall maintain, during the life of this contract, Workers' Compensation Insurance or equivalent for all employees employed on this work; and shall require any subcontractors to provide similar insurance for all said subcontractors' employees, unless said subcontractors' employees are covered by the insurance maintained by the Contractor.

b. **Commercial General Liability**

The Contractor shall maintain a \$1,000,000, combined single-limit, commercial general liability insurance policy covering claims for death, bodily

injury, and property damage arising out of Contractor's performance, under this Contract. Such insurance shall include coverage for completed operations, and shall provide the primary coverage on all claims arising out of the performance of the Contract.

c. Auto Liability

The Contractor and any subcontractors shall provide Automobile Bodily Injury and Property Damage Insurance covering all automobiles defined as motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

Limits: \$500,000 Per Occurrence Per Person
\$500,000 Per Occurrence For Bodily Injury
\$500,000 Per Occurrence for Property Damage

d. Additional Insured

The Contractor shall name Salem Area Mass Transit District as additional insured on policies required in (b) and (c) above, and shall show evidence of such coverage prior to the execution of this Contract.

e. Cancellation

Policies required for this contract may not be cancelled without thirty (30) days advance notice to Salem Area Mass Transit District. Policies must be replaced with comparable coverage prior to lapse of old policy.

PROTEST PROCEDURE

Proposers or third parties who can demonstrate a substantial economic interest may protest SAMTD's decision regarding (1) a provision of the Request for Proposals or (2) contract award. All communication concerning a protest shall be in writing, and will be open for public inspection. A copy of the complete protest policy may be obtained by contacting SAMTD's Procurement and Contracts Manager.

ACCEPTANCE, REJECTION, AND RESERVATION OF RIGHTS

Selection will be made by letter of award and the Contractor selected will enter into a contract with SAMTD.

SAMTD reserves the right, in its sole discretion, to reject any or all Requests for Proposals.

In determining the most responsive proposers, SAMTD reserves the right to take into consideration any or all information supplied by the Proposers or obtained by SAMTD in its investigation into the experience and qualification of the Proposers.

SAMTD reserves the right to waive informalities in the submitted letters.

SECTION VI: EVALUATION CRITERIA

Selection shall be made on a numerical basis using the following criteria:

FEE PROPOSAL: The reasonableness of the proposed percentage of total net revenue to be paid to SAMTD on a quarterly basis (the “Quarterly Net Revenue Share”) for use of SAMTD property as set forth in the RFP, including the quarterly guaranteed payments to be committed to SAMTD (the “Revenue Guarantee”) throughout each contract year, and the competitiveness of the Quarterly Net Revenue Share and the Revenue Guarantee compared to other proposals received. **(25 points)**

FIRM PERFORMANCE: The past performance of the proposer on projects of similar size, scope and complexity. Does the firm have the staff available to perform the work in a timely manner? Is the firm financially stable and does it have a positive operating history? **(25 points)**

FIRM REFERENCES: The experience of the personnel assigned to this project and reliability of service, as verified through references. Do the references given by the firm support the data given by the firm? **(25 points)**

PROJECT APPROACH: How does the proposer plan to pursue the contract? Submit a work plan that includes advertising and marketing strategies, advertising market involvement, reporting and accounting, contract administration, staffing, installation, and other required duties. **(25 Points)**

An Evaluation Committee will evaluate Proposals in accordance with the evaluation criteria set forth above. The evaluation committee may conduct interviews if needed to determine the most qualified firms. All firms to be interviewed will be notified of interviews by telephone.

As a result of interviews and proposals, the most qualified firms will be ranked by the committee.

REQUIRED SUBMITTAL FORMS

The following forms must be submitted as part of the proposal

ATTACHMENT I

**DISADVANTAGED/MINORITY/WOMAN-OWNED/EMERGING SMALL BUSINESS
(DMW/ESB) CERTIFICATION**

Has your firm been certified by the State of Oregon as a DMW/ESB Enterprise?

_____Yes _____No

If yes, attach copy of current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Signature: _____

Name & Title: _____
(Typed or Printed)

Date: _____

ATTACHMENT VI

MINIMUM QUARTERLY GUARANTEES FOR EXTERIOR BUS ADVERTISING

(Must Be Completed By All Proposers)

Please complete the table below to indicate the minimum amount that the proposer will guarantee to SAMTD on a **quarterly** basis throughout each contract year for use of SAMTD's exterior bus advertising space. In the event that the Quarterly Net Revenue Share paid to SAMTD does not equal or exceed the amount of the Revenue Guarantee set forth below during any quarter within the term of this contract, then the Contractor shall pay SAMTD an amount equal to such deficiency within thirty (30) days from the end of the quarter.

<u>ITEM DESCRIPTION</u>	<u>TOTAL PROPOSED QUARTERLY MINIMUM</u>
Commercial Advertising – Minimum Guarantee paid to SAMTD during each quarter from TBD	\$ _____ Guarantee Per Quarter
Commercial Advertising – Minimum Guarantee paid to SAMTD during each quarter from TBD	\$ _____ Guarantee Per Quarter
Commercial Advertising – Minimum Guarantee paid to SAMTD during each quarter from TBD	\$ _____ Guarantee Per Quarter
Commercial Advertising – Minimum Guarantee paid to SAMTD during each quarter TBD	\$ _____ Guarantee Per Quarter
Commercial Advertising – Minimum Guarantee paid to SAMTD during each quarter from TBD	\$ _____ Guarantee Per Quarter

ATTACHMENT VII

SAMPLE CONTRACT



SAMPLE CONTRACT
(Do Not Execute)

THIS CONTRACT, made and entered into, in duplicate, by and between the Salem Area Mass Transit District, hereinafter called "District," and _____ hereinafter called "Contractor" for the following project and amount:

PROJECT: PROVIDE COMMERCIAL ADVERTISING ON PUBLIC TRANSIT BUSES

AMOUNT AS OF DATE OF AWARD: _____

WITNESSETH

THAT the said Contractor, in consideration of the sums to be paid by the District in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary things in accordance with all sections of attachments and exhibits thereto, and in accordance with such alterations or modifications of the same as may be made by the District and according to and within the meaning and purposes of this contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

THAT the Contract Documents, consisting of all attachments and exhibits thereto, bound herewith are hereby specifically referred to and by this reference made a part hereof and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

THAT the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands, and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the District,

its agents or employees. It is expressly understood that this Contract in all things shall be governed by the laws of the State of Oregon.

THAT in consideration of the faithful performance of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the work as set forth in this Contract, and in accordance with the directions of the District's authorized representative, and to his/her satisfaction, the District agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible and under the terms of the Contract and to make such payments in the manner and at the times as shall be agreed upon in writing.

IN WITNESS WHEREOF, the Salem Area Mass Transit District has caused this agreement to be signed in its corporate name, by its General Manager, and the said Contractor has caused this agreement to be signed as of the ____day of _____, 201X

SALEM AREA MASS TRANSIT DISTRICT

BY: _____
General Manager

(Insert Name _____)

BY; _____

TITLE: _____