

**REQUEST FOR PROPOSALS
TO PROVIDE BUS ADVERTISING SERVICES**

REQUEST FOR PROPOSALS NO. 2020-02

DATE ISSUED: 10/05/2020

**Western Contra Costa Transit Authority
601 Walter Avenue
Pinole, CA 94564
(510) 724-3331**

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WESTERN CONTRA COSTA TRANSIT AUTHORITY

NOTICE INVITING PROPOSALS

The Western Contra Costa Transit Authority (“WCCTA” or “WestCAT”) is soliciting proposals to provide revenue-generating Bus Advertising Services on the interior and exterior of buses. Proposers will be asked to submit proposals which take into account the fleet composition and the operating characteristics of the Western Contra Costa Transit Authority, a public transit system, which provides services in the Interstate 80 corridor of west Contra Costa County, with additional regional service across the San Francisco-Oakland Bay Bridge, and to the Contra Costa county seat in Martinez.

WCCTA is a Joint Powers Authority made up of the cities of Pinole and Hercules, and unincorporated areas of west Contra Costa County. Based in Pinole, California, WCCTA provides public transit services for approximately 1,200,000 riders annually throughout west Contra Costa County. The service area includes the cities of Pinole, and Hercules, and the unincorporated communities of Crockett, Rodeo, Montalvin Manor, Tara Hills and Bayview.

WCCTA desires to award a contract for a term of two (2) years, plus three one-year options terms exercisable by WCCTA, effective **January 1, 2021**. Submission of a proposal shall constitute a firm offer to WCCTA and all proposals must remain valid for ninety (90) days from the due date. WCCTA reserves the right to reject any or all proposals, to waive any irregularity or informalities in any proposal or in the proposal procedure, and to negotiate with any qualified individual or firm.

A copy of the Request For Proposals (RFP) may be obtained by contacting:

Yvonne Morrow, Administrative Services Manager
WCCTA
Western Contra Costa Transit Authority
601 Walter Avenue, Pinole, CA 94564
(510) 724-3331
yvonne@westcat.org

In response to the current pandemic, WCCTA is requiring all proposing firms to submit an electronic copy of your proposal via email before **4:00 p.m. Thursday, 5, 2020**. Proposals should be addressed to charlie@westcat.org and sent with return receipt requested. Proposals received after this deadline will not be considered. In addition, proposing firms are requested to separately send two hard copies of their proposals to the WCCTA Administrative offices, 601 Walter Avenue, Pinole, CA 94564, within 5 business days of the November 5 deadline via courier or U.S. Postal Service. The WCCTA hereby notifies all Proposers that it is the policy of WCCTA to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of contracts that it awards. For Disadvantaged Business Enterprise (DBE) assistance, contact Mike Furnary, DBE Program, at (510) 724-3331.

All proposals must be submitted in accordance with the instructions to Proposers and other provisions of this RFP.

For information concerning this contract, Proposers should contact Charles Anderson, General Manager, at charlie@westcat.org. . (510) 724-3331.

REQUEST FOR PROPOSALS

TO PROVIDE BUS ADVERTISING SERVICES

1. INTRODUCTION

The Western Contra Costa Transit Authority (WCCTA or WestCAT) is seeking to award a contract for interior and exterior bus advertising services for the fleet and service area of WCCTA.

WESTERN COSTA TRANSIT AUTHORITY FLEET AND SERVICE AREA

WCCTA, headquartered in Pinole, CA, was formed in 1977 as a joint powers agency to provide coordinated transportation services within Western Contra Costa County. WCCTA is governed by a 7-member Board of Directors representing the following member jurisdictions: the cities of Pinole, Hercules, and the unincorporated communities of Montalvin Manor, Bayview, Tara Hills, Rodeo, Crockett and Port Costa.

Fixed route, and freeway express services are presently provided with a fleet of 36 full sized buses. Stock available for exterior advertising totals 36, and consists of twenty-four 35 foot low floor buses, and twelve 40 foot buses. All 36 buses are available for exterior advertising. A total of 32 buses are available for interior advertising. All coaches are manufactured by Gillig. Service is provided from approximately 5:10 a.m. through 10:46 pm. weekdays, from 7:10 a.m. to 10:12 p.m. on Saturdays, and from 7:10 a.m. to 10:12 p.m. on Sundays. WCCTA operates 6 local fixed routes, 2 express routes which travel throughout the I-80 corridor, and 2 regional routes on weekdays. Three routes operate on Saturdays and one bus route operates on Sundays. With a population of 62,500, the service area encompasses just over 20 square miles of west Contra Costa County, including the cities of Pinole and Hercules. The service area is bounded to the north by the Carquinez Straight, the city limits of Pinole and Hercules to the east, the Richmond city border to the south and by San Pablo Bay to the west. In addition, the express and regional services operate outside of the local service area into the communities of Richmond, El Cerrito, and Martinez. WestCAT pre-COVID annual ridership is approximately 1,200,000.

2. PROPOSAL REQUEST

WCCTA is seeking proposals from qualified contractors to provide Bus Advertising Services which will yield maximum revenue to WCCTA. The term of the contract is a period of two (2) years, with 3 one-year options that may be exercised at the sole discretion of the transit agency.

3. PROPOSAL DUE DATE

WCCTA is requiring all proposing firms to submit an electronic copy of your proposal via e-mail before **4:00 p.m. Thursday, November 5, 2020**. Proposals should be addressed to charlie@westcat.org and sent with return receipt requested. Proposals received after this deadline will not be considered. In addition, proposing firms are requested to separately send two hard copies of their proposals to the WCCTA Administrative offices, 601 Walter Avenue, Pinole, CA 94564, within 5 business days of the November 5 deadline via courier or U.S. Postal Service. Proposals should be labeled as follows: **“Request for Proposals 2020-02, Bus Advertising Services”**.

Proposals shall be prepared, presented and negotiated at the sole cost of the Proposer.

4. OPTIONAL FACILITY AND FLEET INSPECTION VISIT

Interested proposing firms may schedule a visit to the WCCTA Operations and Maintenance Facility, at 601 Walter Avenue, Pinole, CA. for the purposes of inspecting the vehicles that will be made available to the successful proposer for placement of advertising. WCCTA will make every effort to coordinate the dates of potential visits and vehicle availability to accommodate proposing firms' preferred dates.

5. INTERPRETATION OF SPECIFICATIONS

If any person submitting a proposal is in doubt as to the true meaning of any part of these specifications, they may submit a written e-mail request, to Charles Anderson, General Manager, (charlie@westcat.org) by **4:00 PM on Monday, October 12, 2020** for an interpretation or clarification thereof. Any modification of these specifications will be made in writing by addendum and distributed to all those receiving a copy of said specifications. Oral interpretations will not be binding on WCCTA.

6. WITHDRAWAL OF PROPOSAL

Submission of a proposal shall constitute a firm offer to WCCTA for ninety (90) days from the deadline for receipt of proposals. A Proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting an e-mail request (return receipt requested) for its withdrawal to Charles Anderson, WCCTA General Manager (charlie@westcat.org). A telephone request is not acceptable.

7. SCOPE OF SERVICES

The Scope of Services for the Bus Advertising Services included in this RFP is more specifically described in Attachment I, Scope of Services.

8. TERM

The contract to provide Bus Advertising Services will be for a two (2) year term, unless terminated sooner in accordance with the Contract Documents. WCCTA reserves the right, at its sole discretion, to exercise up to three (3) additional one-year option terms.

9. COMPENSATION

A. Compensation Structure

Contractor's compensation to WCCTA will be based on either (1) a fixed annual guarantee; or (2) a percentage of net advertising sales generated and a minimum monthly guarantee. Contractor must submit proposals for both compensation structures, and WCCTA will select which option to use during the evaluation process and which method to use at the time of award. The same compensation structure will be used for the entire term of the contract.

In the event of a decrease of more than five percent (5%) in the total number of buses available for advertising purposes, the payment by Contractor may be reduced pro rata for the months involved to reflect the reduced service level. Contractor must provide documentation to WCCTA which proves to WCCTA's sole satisfaction that Contractor's reduction in revenue is due solely to a reduction in available advertising space before WCCTA will agree to any reduction in compensation. In the event of an increase in the total number of buses in operation, the parties shall agree in advance of receipt of the buses by WCCTA whether to incorporate them into this Agreement. If the number of buses in operation is thereby

increased by more than five percent (5%), then the annual payment or minimum monthly guarantee to WCCTA shall be adjusted on a pro rata basis to reflect the increase.

B. Method of Payment to WCCTA

The Contractor shall make monthly payments to WCCTA. Said monthly payments shall be made by the 20th working day of each month for the revenues that have been billed during the preceding month. Any payment not made within ten (10) days of the due date may be subject to a 5% late payment fee. Payments shall be accompanied by a detailed list of all ad media placements, identifying bus number(s), advertiser, beginning and end date for each placement, and total contract value.

If compensation is based on a fixed annual guaranteed amount, each monthly payment shall be one-twelfth (1/12th) of the total annual compensation.

If compensation is based on a percentage of gross advertising revenue generated plus a minimum monthly guarantee, monthly payments shall be accompanied by a schedule that shows the advertisements that were displayed and the revenue earned for the advertisements. Under this compensation model, the Contractor may elect to pay all 12 months of the monthly guarantee in a lump sum advance payment in the first month of a contract year, and to pay WCCTA's net percentage share above the annual guarantee in the month following the close of that contract year.

10. COMMUNICATIONS AND CONTACT DURING RFP PROCESS

Once this RFP is issued to the public effective Monday, October 5, 2020, any and all communication between any and all prospective Proposers and WCCTA must take place between representatives of a Proposer and the staff of WCCTA as indicated within this RFP. Any party attempting to influence the proposal submittal and/or the review process relating to the RFP through direct contact with any WCCTA Board Member or WCCTA staff may have their proposal rejected.

All communications regarding this solicitation must be made through email, with return receipt requested.

Charles Anderson, General Manager
charlie@westcat.org

601 Walter Avenue
Pinole, CA 94564
(510) 724-3331

Clarifications to the RFP will be issued in writing only and will be issued to all prospective proposers who have requested the RFP in accordance with the process stipulated herein.

11. PROPOSER'S REPRESENTATIONS

By submitting a proposal, the Proposer affirms that he/she is familiar with all requirements of the RFP and has sufficiently informed himself/herself in all matters affecting the performance of the work or the furnishing of the services, labor, supplies, materials, called for in this RFP: that he/she has checked the proposal for errors and omissions: that the proposed compensation package is correct and as intended by the Proposer and is a complete statement of his/her compensation offer for the advertising services sought in this procurement.

12. PROPOSAL CONTENT

Proposals must be typed and must address each item below. Proposals must be in sufficient detail to permit evaluation and demonstrate ability to meet the requirements of this RFP. Proposals that do not include all the required information and fully completed proposal forms may be rejected as non-responsive. Proposers must submit their proposals in accordance with the following:

A. Cover Letter

The cover letter should summarize the major points contained in the proposal, and should be signed by a representative of the firm with the authority to negotiate and bind the firm. The Proposer must acknowledge that their proposed revenue and other terms of the Proposal shall be firm for at least **ninety (90) days** from the due date for the Proposals. Indicate whether there are any conflicts of interest that would limit your firm's ability to provide the requested services. (See Section 23). Provide any required disclosures pursuant to the Levine Act. (See Section 24).

B. Firm Profile

Each Proposer should provide the firm's name, business address, and telephone number, as well as a brief description of the firm's size (nationally and locally), date of establishment, type of organization, and local organizational structure. Include a discussion of the firms' advertising capabilities and resources. Computer systems and software, in-house or outsourced printing, staff size, local and national expertise are all relevant.

C. Background, Experience and Financial Stability

(1) Each Proposer shall provide a brochure or similar summary statement outlining the organization's history and experience, including experience within the last three years, in providing transit and/or outdoor advertising services similar to those requested in this RFP. Proposers should identify any changes in ownership and/or major organizational changes that have occurred in the last five years.

(2) Each Proposer is to provide information and location of its firm's active sales facility(ies) within the WCCTA region from which the Proposer will be conducting, maintaining, and supporting bus advertisement sales on behalf of WCCTA.

(3) Each Proposer shall provide financial income statements and balance sheets for the past two years as well as any information regarding pending financial issues, including any pending litigation against the organization that may impact its financial capacity. If the proposing firm desires that the material required under this section be treated as confidential, the requested materials may be submitted in a separate electronic file, with the word CONFIDENTIAL included in the filename. This file may be password protected, with the unlock code transmitted in a separate email to charlie@westcat.org.

(4) Section 18 below provides further clarification regarding limitations on what may be deemed confidential for the purposes of this procurement.

(5) A minimum of three (3) references receiving services from Proposer similar to those requested in this RFP, including name, address, telephone and contact person.

D. Key Personnel and Staffing

The Proposer is to identify the Project Manager and all key personnel who will manage and operate the services including resumes, relevant experience and at least two references for each. Identified individuals must be available for interview by WCCTA, if desired.

E. Scope of Services

(1) Each Proposer must submit a detailed Work Plan describing how it intends to provide the services and meet the requirements described in Attachment I, Scope of Work, and including: A concise description of the Proposer's marketing plan, including but not limited to, staffing levels, marketing and servicing the ads, etc., based on WCCTA's available interior and exterior space, and aimed at securing business from national as well as local and regional advertisers;

(2) A Quality Control Program describing how the Proposer intends to meet the requirements outlined in Attachment I, Scope of Work, Section II.B.

F. Compensation Structure

Each Proposer must submit a compensation proposal outlining the compensation structure for the two requested options, one specifying a fixed annual guarantee, and the second specifying a percentage of net advertising sales generated and a minimum monthly guarantee.

G. Required Forms and Certification. Proposals must include the following documents, which are presented in the form provided in this RFP. Proposals that are not accompanied by these completed documents must be rejected as nonresponsive.

(1) Form of Proposal (example form attached as Exhibit A)

13. SCREENING, SELECTION AND AWARD

Screening and selection will take place through the process described below. Contract award will be made to the Proposer that submits the proposal considered most advantageous to the WCCTA based on the process and the Evaluation Criteria set forth below.

WCCTA reserves the right to reject any and all proposals, to waive any informality in the proposals, to withdraw this RFP at any time, to delay or change the date of award or contract commencement and decline to award a contract.

The screening and selection process will be as follows:

Step 1.) WCCTA will conduct a preliminary review of the Proposals. The preliminary review will be based on each proposal's responsiveness to the RFP requirements and a determination of which compensation option will be the most financially beneficial to WCCTA. Proposals meeting the specified requirements will be considered responsive and will be included in Step 2.

Step 2.) An evaluation/selection committee, made up of WCCTA staff and possibly one or more outside experts, will evaluate responsive proposals, based on the Evaluation Criteria. Following the initial review and screening of all proposals, one or more firms may be invited to participate in the final selection process, which may include the submission of additional information, as requested by WCCTA, participation in an oral interview, negotiations, or submission of a best and final offer (BAFO). However, WCCTA reserves the right to award a contract without conducting oral interviews, negotiations or requesting BAFO's.

Step 3.) The evaluation/selection committee will recommend one Proposer, based on the results of final scoring, and WCCTA will make a formal contract offer to the top ranked proposing firm in mid-November, for work to commence on **January 1, 2021**. WCCTA will also notify all bidders of its intent to enter into agreement with the selected firm. WCCTA will prepare a contract for review and execution by the recommended Proposer that incorporates this RFP, any addenda and the contractor's proposal as accepted by WCCTA. In the event that WCCTA is unable to execute a contract with the top ranked Proposer, the selection process will continue in order of ranking until there is agreement with another proposing firm, or until WCCTA withdraws the RFP.

14. SELECTION CRITERIA

For the compensation option selected by WCCTA, the evaluation/selection committee will evaluate the proposals submitted according to the following criteria:

* Background, experience and financial stability of firm; proposed key personnel and staffing	20%
* Proposed quality control program	10%
* Firm's marketing plan and access to national accounts.....	10%
* Detailed work plan	10%
* Proposed revenues	50%
Total	100%

15. AGREEMENT FOR PROFESSIONAL SERVICES

The firm selected by WCCTA to provide the services outlined in this RFP will be required to execute an Agreement for Professional Services with WCCTA before commencing work. WCCTA has prepared a draft Agreement incorporating the provisions outlined in this RFP, which is included as Exhibit B. Final language will be worked out between the parties before the Agreement is executed.

16. DISADVANTAGED BUSINESS ENTERPRISES

WCCTA, as a recipient of Federal financial assistance from the Federal Transit Administration (FTA) is committed to and has adopted a DBE Program in accordance with Federal Regulations 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT).

It is WCCTA's policy to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE's) can compete fairly for

contracts and subcontracts relating to WCCTA's construction, procurement and professional services activities. To this end, WCCTA has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBE's to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with WCCTA in meeting these commitments and objectives.

The Contractor is required to make the following assurance in its agreement with WCCTA and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The Contractor (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor (and any subcontractors) shall carry out applicable requirements of WCCTA's DBE Program. Failure by the Contractor (and any subcontractors) to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as WCCTA deems appropriate.

By submitting a proposal, the Contractor is deemed to have made the foregoing assurance and to be bound by its terms. WCCTA reserves the right to request additional information regarding DBE participation in this Contract.

Any Proposer who would like additional information regarding DBE participation on this contract or WCCTA's DBE Program may contact Mike Furnary, DBE Liaison Officer, at 601 Walter Avenue, Pinole, California 94564, 510/724-3331.

17. PROTEST

Any interested party who has an objection to this RFP or to the awarding of a contract to any Proposing Firm by WCCTA, pursuant to competitive proposal procedures, shall lodge a protest, in writing with the General Manager of WCCTA at the address detailed in this RFP prior to contract award. The protest shall clearly state the grounds for the protest and the relief sought.

This project utilizes vehicles funded in part by the Federal Transit Administration (FTA) and is subject to FTA rules and regulations. FTA only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures. Written protest procedures are available upon request from WCCTA upon receipt of the written protest.

Failure to comply with any of the requirements set forth in WCCTA's written Proposal procedures may result in rejection of the protest.

18. CONFIDENTIALITY OF PROPOSALS

The California Public Records Act (California Government Code Sections 6250 *et seq.*) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between WCCTA and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that WCCTA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The Proposer may not designate its entire proposal or bid as confidential. Additionally, Proposer may not designate its cost proposal or any

required bid forms or certifications as confidential. As outlined in Section 12 (C) (3) above, company financial statements will be treated as confidential if submitted in a separate electronic file clearly labeled with the word “CONFIDENTIAL” in the file name.

If Proposer requests that WCCTA withhold from disclosure information identified as confidential, and WCCTA complies with the Proposer’s request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless WCCTA from and against all damages (including but not limited to attorneys’ fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue or maintain any legal action against WCCTA or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If Proposer does not request that WCCTA withhold from disclosure information identified as confidential, WCCTA shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to WCCTA.

19. TENTATIVE SCHEDULE

The tentative schedule of significant events relating to this project is provided below. WCCTA reserves the right to modify this schedule and any specific time-of-day deadlines as discussed in the following section.

<u>EVENT</u>	<u>DATE</u>
1. Release RFP	October 5, 2020
2. Deadline for submitting questions and/or comments to WCCTA	October 12, 2020 @ 4:00 PM.
3. Response to questions	October 16, 2020.
4. Proposals due, evaluations begin	November 5, 2020 @ 4:00 PM.
5. Initial evaluation of proposals completed.....	November 9, 2019
6. Interviews with finalists completed [if held]	November 16 -19
7. Selection of Preferred Bidder -----	November 19, 2020
8. Notification to Bidders of intent to award. -----	November 19,2020
9. Issuance of Notice to Proceed-----	December 1, 2020
10. Contractor Starts Service	January 1, 2021

These tentative dates, including service start-up, are subject to change at the sole discretion of the WCCTA.

20. ANTITRUST CLAIMS

The Proposer's attention is directed to California Government Code Section 4552, which shall be applicable to the Proposer and its subproposers:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

21. NON-COLLUSION CERTIFICATION

By submitting a proposal, a Proposer represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named, and that Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer.

22. PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any proposal, colluded with any other parties, then the contract so awarded shall be null and void; and the CONTRACTOR shall be liable to WCCTA for all loss or damage which WCCTA may suffer thereby; and the Board of Directors may advertise for a new contract for said labor, supplies, materials, equipment or services.

23. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 *et seq.* or §§ 87100 *et seq.* during the performance of services under this Agreement. CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under WCCTA's Conflict of Interest Code. CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by WCCTA upon receipt.

No member, officer or employee of the WCCTA or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

24. LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as the District. The Levine Act prohibits any WCCTA Board Member from participating in or influencing the decision on awarding a Contract with WCCTA to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the WCCTA Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, WCCTA Board Members are prohibited from soliciting or accepting a contribution from a party applying for a Contract while the matter of awarding the Contract is pending before WCCTA or for three months following the date a final decision concerning the Contract has been made.

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a WCCTA Board Member within the twelve-month period preceding submission of your Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, **you must include this information with your Proposal.**

25. ATTACHMENTS AND RFP EXHIBITS

- Attachment I, Scope of Work
- Attachment II, Interior and Exterior Advertising Policy Statements (3/08/2012)
- Exhibit A, Form of Proposal
- Exhibit B, Sample Agreement

ATTACHMENT I

SCOPE OF WORK

I. GENERAL REQUIREMENTS

A. The Contractor shall have exclusive rights to place advertising in and upon Authority's fleet of buses, subject to the terms and conditions set forth in this Request for Proposals and the Sample Agreement.

B. A minimum of four (4) interior advertising spaces per bus shall be made available at all times for the Authority's own promotional use, as well as the promotion of industry programs and products within each bus. Authority reserves the right to specify the location where such promotional and/or user information advertising will be placed within its vehicles.

C. Authority reserves the right to use up to 36 exterior advertising spaces each year for purposes of self-promotion, user information programs, and/or cooperative transit promotion in conjunction with other Bay Area transit or other governmental agencies

1. In any such cooperative promotion, Authority will not be engaged in competition with the Contractor for revenue producing purposes.

2. The timing, quantity, size, and duration of advertising spaces to be used for Authority advertising purposes shall be mutually agreed upon by the Authority and the Contractor no later than thirty (30) days prior to the initiation of each promotion. However, the Contractor shall use its best efforts to accommodate the Authority requests.

D. Space availability for advertising on buses may change during the period of this Agreement for reasons including, but not limited to, the acquisition of new buses or implementation of new designs or configurations which do not permit the posting of standard advertising materials.

E. The Contractor will be responsible for soliciting advertisers to buy advertising space to be placed on the interior and exterior of buses. The Contractor shall employ its best efforts to develop and make sales of advertising space and shall operate a fully staffed business office within or near the described service area, including:

1. An experienced local ad sales force with the capability of acquiring national advertising accounts; and

2. An office facility and work force capable of insuring proper installation, maintenance, and removal of advertising displays on Authority vehicles.

F. The Contractor shall comply with generally accepted industry principles with respect to good taste and with all applicable laws and regulations, including but not limited to truth in advertising, copyrights, trademarks, and all other intellectual property rights.

G. Additionally the Contractor shall:

1. Remove all dated advertising materials relating to a specific time period or event within five calendar days form its expiration date; and

2. Remove any damaged advertising hardware, damaged or defaced advertising material, unapproved advertising materials, or advertising in conflict with the advertising policy statements, included with this RFP, within 24 hours. If such is not removed within this time period, WCCTA has the right to remove such materials at the contractor's sole expense; and

3. Shall at all times comply with the above mentioned advertising policy statements.

II. SPECIFIC REQUIREMENTS

A. Location of Advertising. Exterior advertising will be permitted on at least the right and left sides and rear of each bus. Prior to the initial installation of advertisements, Authority will approve the exact location for placement of advertisements. These locations will become the standard locations for placement of advertisements on buses during the term of the Agreement. The contractor may use partially wrapped advertisements on the exterior of the buses.

B. Maintenance of Advertising. Contractor will be responsible for maintaining all advertisements on Authority buses in good condition, and for replacing any advertising material that has been stolen, damaged, or defaced. Contractor will develop and implement a Quality Control Program for maintaining, repairing, and/or replacing advertising materials that are damaged, defaced, or outdated. The Contractor shall be responsible for all costs in connection with the maintenance, repair, and/or replacement of advertising on Authority buses.

C. Restoration of Bus Surface. Upon expiration of the Agreement, Contractor will be responsible for restoring all surfaces and paint schemes of Authority buses to their original condition at Contractor's sole expense. The use of advertising frames and associated hardware or of the adhesive used to apply the advertisements shall not cause damage to buses, their paint schemes, or exterior surfaces. WCCTA will notify the Contractor of any such damage. Authority will be the sole judge in determining the extent of repair needed to restore the damaged area(s) to their original condition.

D. Bus Fleet Size. WCCTA has 36 buses in operation and available for exterior advertising, and 32 buses available for interior advertising. WCCTA agrees to notify the Contractor of any increase or decrease in the total number of buses, or replacement buses, in use. Buses removed from operation for routine minor repairs or routine temporary servicing shall not be considered as having been taken out of operation or as decreasing the number in operation.

E. Special Bus Considerations. In addition to the vehicles identified above, WCCTA owns and operates a subfleet of 10 over-the-road coaches that are used in Transbay service, traveling on Interstate 80 between Hercules and San Francisco. While this subfleet is excluded from the base fleet outlined in the RFP, WCCTA will consider proposals from the Contractor for specific advertising campaigns during the term of the agreement for media placement on these vehicles. Because of the high visibility of these vehicles and different market conditions, WCCTA will consider these proposals on a case by case basis, taking into account project-specific compensation terms before committing to make the vehicles available for advertising placement. WCCTA will look more favorably on Contractor's proposals which acknowledge the potential desirability of these resources for placement of full advertising wraps or other larger format or high value advertising campaigns. If interested in this opportunity, proposers may wish to highlight in their proposals any experience with special marketing efforts for securing higher value placements that may be applicable to this sub-fleet.

F. No Route Specific Advertisements. With the exception of the Transbay buses described in section E. above, placement of advertising on other WCCTA buses will not be route specific and the Contractor shall not represent to potential advertisers that advertising can be route specific.

III. APPROVAL OF ADVERTISING MATERIALS

All advertising material shall comply with the adopted WCCTA advertising policy statements that are included in Attachment 2 of this RFP. Contractor shall at all times comply with all Federal, state and local laws and regulations. The Contractor shall promptly remove any advertising which conflicts with the advertising policy statements or that violates any Federal, state or local laws. Contractor is advised to seek WCCTA approval before posting any advertising material which may be potentially conflict with the policy statements.

IV. ACCESS TO VEHICLES

The Contractor shall have access to Authority buses at all reasonable times while the buses are in the garage or other storage space for the purpose of installing, maintaining, repairing, and removing the advertising copy, displays, and other advertising media. However, Contractor shall not interfere with Authority operations, including, but not limited to, repair, operation, and maintenance of buses and vehicles. Contractor shall make arrangements with Authority to gain access to its premises.

During performance of the work under this Agreement, Contractor shall keep the working area in a safe and neat condition and shall ensure that its personnel conduct themselves in a safe and proper manner. Contractor agrees to assume full liability for actions on the part of its employees in connection to services performed under this Agreement. In connection with Contractor's installation work, Transit agencies agree to provide a reasonably dust-free area during the advertising installation.

V. WARRANTY

A. The Contractor assumes all responsibility for all of the materials and services provided under the contract, whether these materials and services are to be provided by the Contractor, purchased ready-made, or provided by a subcontractor.

B. The Contractor warrants that all products and/or processes utilized in production, installation, and removal of all advertisements during the term of the Agreement shall not damage the surface of WCCTA buses.

C. It is understood and agreed that by establishing this warranty, by outlining the specifications and Contract documents, and the Contractor's proposed approach to this project, Transit Agency does not waive (a) any warranty, either express or implied, created pursuant to this Agreement or by law, or (b) other obligation of the Contractor that may arise under applicable law.

VI. RECORDS, AUDITS & REPORTS

The Contractor agrees to keep complete, accurate, and up-to-date records of all advertising business conducted by the Contractor under this Agreement, and to maintain such records and to include them as may be necessary with its regularly scheduled payments to WCCTA. Such records will be made available to WCCTA for audit and inspection at any time during the term of the Agreement, within 30 days of WCCTA's written request. The Contractor shall maintain all such records for a period of three years after WCCTA makes final payment under this Agreement.

VII. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall hold harmless, defend and indemnify WCCTA, its officers, officials, employees and agents from and against any third-party claim for liability, loss, damage, expense, and cost (including any

and all litigation fees and costs) arising out of or in connection with the performance or work, outlined in the scope of work, caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of WCCTA.

ATTACHMENT II

Advertising Policy (Interior and Exterior Advertising on WCCTA Vehicles)

1. All advertising material is subject to approval by the Authority prior to installation on Authority vehicles. Rough sketches, with complete proposed copy, should be provided by the advertiser for this purpose.
2. Tobacco and Political advertising will not be allowed on WCCTA vehicles under any circumstances.
3. Authority vehicles will not display advertising copy that is false, misleading, deceptive, and/or offensive to the moral standards of the community, or contrary to good taste. Authority vehicles also will not display copy that might be contrary to the best interests of the transit system, or which might result in public criticism of the advertising industry, transit advertising, and/or the Authority.
4. The Advertising Contractor will be expected to comply with generally-accepted industry principles with respect to good taste, as well as all applicable laws, including but not limited to truth in advertising, copyrights, trademarks, and all other intellectual property rights.
5. The Authority shall retain the right to cause the immediate removal of advertising deemed by its Board or designee to be offensive to the moral standards of the community, or in other respects in violation of the terms of this advertising policy.
6. Any advertising contractor entering into an agreement to display interior or exterior advertising on Authority vehicles will be required to indemnify and hold harmless the Authority, its respective Directors, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property, including intellectual property rights, such as infringement of copyright or trademark, that may occur, or may be alleged to have occurred, arising from or related to the performance of the agreement.

EXHIBIT A
FORM OF PROPOSAL

Western Contra Costa Transit Authority
Pinole, California

Submission Date _____

The undersigned Proposer submits this proposal in accordance with the RFP and addenda, if any.

Company Name _____

Having examined the RFP documents referred to above and all conditions affecting the work, the undersigned Proposer hereby proposes and agrees to furnish all labor, materials, equipment, and any other services, including all costs and expenses associated herewith, which are necessary for the completion of the work for:

BUS ADVERTISING SERVICES, PROJECT NUMBER RFP 2020-02

PROPOSAL

PROPOSAL TO THE
WESTERN CONTRA COSTA TRANSIT AUTHORITY

For contract for providing Bus Advertising Services, Project Number RFP 2020-02.

Western Contra Costa Transit Authority
C/O Charles Anderson, General Manager
601 Walter Avenue
Pinole, CA 94564

Name of Proposer: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____ Email: _____

General

1. The Proposer understands that any clarification made to this proposal form other than that requested, may render the proposal unresponsive.

2. Proposer acknowledges that it has received the following Addenda:

Addendum # _____

3. The Proposer understands that the Western Contra Costa Transit Authority reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of the Western Contra Costa Transit Authority.
4. The Proposer has enclosed the following documents and completed forms:
- a. Form of Proposal
5. **FIRM PROPOSAL** All proposals shall remain in effect for ninety (90) days from the deadline for proposals to be submitted and may not be withdrawn.

COST PROPOSAL

Instructions: Proposers must fill in all spaces on this form to be considered responsive to the solicitation requirements.

WESTERN CONTRA COSTA TRANSIT AUTHORITY FLEET AND SERVICE AREA

Option 1

Option 2

Contract Year	Fixed Annual Guarantee	WCCTA Percentage of Net Sales With Minimum Monthly Guarantee
Base Year One	\$	_____ % \$
Base Year Two	\$	_____ % \$
Option Year One	\$	_____ % \$
Option Year Two	\$	_____ % \$
Option Year Three	\$	_____ % \$

FORM OF PROPOSAL

Name under which business is conducted _____

Business Address _____

Zip _____ Telephone _____

IF SOLE OWNER, Execute here

I sign as sole owner of the business named above:

IF PARTNERSHIP, Execute here

The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority to do so: (one or more partners may sign)

IF CORPORATION, Execute here

The undersigned certify that they sign this contract proposal with full and proper authorization to do so.*

Corporation Name _____

By _____ Title _____

By _____ Title _____

Incorporated under the laws of the State of _____

* If the CONTRACTOR is a Corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONTRACTOR will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation

IF JOINT VENTURE, Execute here

The undersigned certify that they sign this contract proposal with full and proper authorization to do so:

Joint Venture Name Composed of _____

By _____ Title _____

By _____ Title _____

Proposal packages shall be submitted electronically via email no later than Monday, November 5, 2020 by 4:00 p.m. to charlie@westcat.org. Additionally, firms are requested to separately send two hard copies of their proposals to the WCCTA Administrative offices, 601 Walter Avenue, Pinole, CA 94564, within 5 business days of the November 5 deadline via courier or U.S. Postal Service.

EXHIBIT B

SAMPLE PROFESSIONAL SERVICES AGREEMENT

Contract No. 2020-02

This PROFESSIONAL SERVICES AGREEMENT, is made and entered into this ____ day of ____ by and between the Western Contra Costa Transit Authority (hereinafter referred to as WCCTA), an entity formed under the California Joint Exercise of Powers Act, California Code Sections 6500m et seq., and ____ (hereinafter referred to as Contractor) a company in good standing under the laws of the State of California.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

Contractor shall furnish WCCTA all labor, equipment, supplies, material, and services as specified in and in full accordance with the Request for Proposal as issued by WCCTA and as described in Contractor's Proposal dated ____.

2. TERM OF AGREEMENT

Contractor shall furnish to WCCTA revenue-generating advertising services as specified in the Contract to commence on January 1, 2021 and continue through December 31, 2022, with options to extend through December 31, 2025, at WCCTA's sole election.

3. COMPONENT PARTS OF AGREEMENT

This Agreement shall consist of the following documents, each of which is on file with WCCTA, and is incorporated into and made a part of this Agreement by reference:

- A. This Agreement.
- B. The Request for Proposal issued by WCCTA and any addenda thereto.
- C. Any written memorandum resulting from negotiations between parties.
- D. Contractor's proposal

4. TERMINATION

A. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by WCCTA upon five (5) days written notice to the Contractor. The Contractor may terminate this Agreement upon 30 days' written notice to WCCTA.

B. If the Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, WCCTA may terminate this Agreement immediately upon written notice.

C. Upon termination with or without cause, all finished and unfinished documents, project data, and reports shall, at the option of WCCTA, become its sole property and shall, at the Contractor's expense, be delivered to WCCTA or to any party it may so designate.

D. In the event this Agreement terminates without cause, the Contractor shall remain fully obligated to compensate WCCTA for any payments required under the terms of this agreement up to the time of such termination, it being understood that any such payments represent full compensation for services rendered up to the time of termination.

5. COMPENSATION AND METHOD OF PAYMENT

Contractor shall provide all of the services specified in this Agreement and shall make payments to WCCTA as specified under Payments section of this Agreement. The amount shall include net amount due to WCCTA after accounting for all costs permitted under the terms of the Agreement that are associated with the performance of services specified under this Agreement.

6. WAIVER

Failure of any party to exercise any right or option arising out of a breach to this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

7. BINDING EFFECT

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the parties hereto and their respective successors, assigns and legal representatives.

8. NOTICE

Any notices, which may be required under this Agreement, shall be in writing, shall be effective when received and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such address which may be specified in writing to all parties hereto.

WCCTA:

Charles Anderson
General Manager
601 Walter Avenue
Pinole, CA 94564

Contractor:

9. COUNTERPARTS

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

10. ADDITIONAL ACTS AND DOCUMENT

Each party hereto agrees to do all such things, and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.

11. ENTIRE AGREEMENT

- A. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof, and all such Agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral

Agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

- B. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

12. SEVERABILITY

If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

13. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Agreement or any right, title, or interest in or to the same or any part thereof without prior consent of WCCTA.

14. ATTORNEY’S FEES

In the event that it becomes necessary for either party to bring a lawsuit to enforce any provisions of the agreement, the parties agree that the court having jurisdiction over such disputes shall have the authority to determine and fix reasonable attorney’s fees to be paid to the prevailing party.

IN THE WITNESS WHEREOF, the parties have executed this AGREEMENT.

FOR WCCTA:

Dated: _____ By: _____
Charles Anderson, General Manager

CONTRACTOR

Dated:_____ By:_____