

REQUEST FOR PROPOSALS
TO PROVIDE BUS ADVERTISING SERVICES

#2019-MA-04

DATE ISSUED: 07/23/19

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Notice Inviting Proposals

RFP

Attachment I, Scope of Work

Attachment II, Interior and Exterior Advertising Policy Statements (6/16/94)

Exhibits

- A. Form of Proposal
- B. Sample Agreement
- C. List of Prime Contractor and Subcontractors/Suppliers

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

NOTICE INVITING PROPOSALS

The Central Contra Costa Transit Authority (County Connection) is soliciting proposals to provide revenue-generating Bus Advertising Services on the interior and exterior of buses. Proposers will be asked to submit proposals based on the service area and fleet of the Central Contra Costa Transit Authority, which encompasses central Contra Costa County.

County Connection is a joint powers authority made up of the cities of Clayton, Concord, Lafayette, Martinez, Orinda, Pleasant Hill, San Ramon, Walnut Creek, the towns of Danville, Moraga, and the unincorporated areas of central Contra Costa County. Based in Concord, California, County Connection provides public transit services for approximately 12,000 daily riders throughout central Contra Costa County. The service area includes the cities/towns of Alamo, Clayton, Concord, Danville, Lafayette, Martinez, Moraga, Orinda, Pacheco, Pleasant Hill, San Ramon, Walnut Creek and unincorporated areas of central Contra Costa County.

County Connection desires to award a contract for a term of three (3) years, plus two one-year option terms exercisable by County Connection, effective **January 1, 2020**. Submission of a proposal shall constitute a firm offer to County Connection and all proposals must remain valid for ninety (90) days from the due date. County Connection 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:

Melody Reeb, Manager of Planning
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520
(925) 680-2029

Five copies of your proposal must be submitted at the County Connection Administrative offices, 2477 Arnold Industrial Way, Concord, California 94520, by **3:00 p.m. on September 5, 2019**. County Connection hereby notifies all PROPOSERS that it is the policy of County Connection to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of contracts that it awards. For DBE assistance, contact Kristina Martinez, DBE Program, at (925) 680-2044.

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

An optional pre-proposal conference will be held at **10:00 a.m. on August 8, 2019** at the County Connection Administrative Offices-Paratransit Building located at 2477 Arnold Industrial Way, Concord, CA 94520, for the purpose of receiving questions and comments pertaining to this RFP. Attendance is recommended but not required. Questions and comments may also be mailed to Melody Reeb, Manager of Planning, at the address stated above or emailed to reebs@cccta.org by **4:00 p.m. on August 15, 2019**.

For information concerning this contract, Proposers should contact Melody Reeb, Manager of Planning, (925) 680-2029.

Rick Ramacier
General Manager

REQUEST FOR PROPOSALS

TO PROVIDE BUS ADVERTISING SERVICES

1. INTRODUCTION

The Central Contra Costa Transit Authority (County Connection) is seeking to award a contract for interior and exterior bus advertising services for the fixed-route transit fleet within the service area of County Connection.

A. County Connection Fleet and Service Area

County Connection, headquartered in Concord, CA, was formed in 1980 as a joint powers agency to provide coordinated transportation services within central Contra Costa County. County Connection is governed by an 11-member Board of Directors representing the following member jurisdictions: the Cities of Clayton, Concord, Lafayette, Martinez, Orinda, Pleasant Hill, San Ramon, Walnut Creek, the Towns of Danville and Moraga and unincorporated areas of central Contra Costa County. The County Connection service area encompasses 200 square miles with a population approaching 500,000.

Fixed-route service is provided with a fleet of 125 full size buses. Stock available for exterior advertising totals 107 buses, and consists of twenty five 29-foot buses, thirteen 35-foot buses, and sixty-nine 40-foot buses. A total of 104 buses are available for interior advertising. All coaches are manufactured by Gillig and are low-floor vehicles. Service is provided from approximately 6:00 a.m. until 9:00 p.m. on weekdays, and from 9:00 a.m. to 7:00 p.m. on weekends. County Connection operates three weekday express routes and one weekday local route that travel outside the service area through Antioch and Dublin/Pleasanton.

Annual ridership is approximately 3.4 million; average weekday ridership is approximately 12,000.

B. Proposal Request

County Connection is seeking proposals from qualified contractors to provide Bus Advertising Services which will yield maximum revenue to County Connection. The term of the contract is a period of three (3) years, with two one-year option terms that may be exercised at the sole discretion of County Connection. Proposals must include two proposed advertising compensation options: Option A) a compensation structure for only advertising formats that fit below the windows of the bus, and Option B) a compensation structure that allows full coverage advertising on up to 20% of the fleet. For Option B, Contractor will not be allowed to cover the headliner panel above the side windows.

2. PROPOSAL DUE DATE

Five (5) copies of your sealed, written proposal must be received at County Connection's Administrative Headquarters, 2477 Arnold Industrial Way, Concord, California 94520-5327 by 3:00 p.m. on September 5, 2019 addressed to the attention of Melody Reeb, Manager of Planning, titled "Request for Proposals 2019-MA-04, Bus Advertising Services".

Proposals received after the time or at any place other than stated herein will not be accepted. Postmarks are not an acceptable substitution for submittal by the required deadline. Proposals shall be prepared, presented and negotiated at the sole cost of the Proposer.

3. OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at 10:00 a.m. on August 8, 2019, at County Connection's Administrative Offices at 2477 Arnold Industrial Way, Concord, California, in the Paratransit Building. Attendance is highly encouraged.

4. INTERPRETATION OF SPECIFICATIONS

Any questions and/or requests for clarification regarding this RFP must be mailed to Melody Reeb, Manager of Planning, at the address set forth in the Notice Inviting Proposals or emailed to reeb@cccta.org, and received by 4:00 p.m. on August 15, 2019. Any modification of these specifications will be made in writing by addendum and posted on the County Connection website at countyconnection.com. Oral interpretations will not be binding on County Connection.

5. WITHDRAWAL OF PROPOSAL

Submission of a proposal shall constitute a firm offer to County Connection 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 a written mailed or faxed request for its withdrawal to Lathina Hill, County Connection Board Clerk at 2477 Arnold Industrial Way, Concord, CA 94520, Fax: 925-680-2044. A telephone request is not acceptable.

6. 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.

A. Term

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

7. COMPENSATION

A. Compensation Structure

Contractor's compensation to County Connection for Options A and B will be based on either (1) a fixed annual guarantee; or (2) a percentage of gross advertising revenue generated and a minimum monthly guarantee. Contractor must submit proposals for both compensation structures for both Option A and Option B. County Connection will select which compensation structure it concludes is in County Connection's best interest. The selected compensation structure will be used as the evaluation criteria during the evaluation process, and in the contract 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 County Connection which proves to County Connection's sole satisfaction that Contractor's reduction in revenue is due solely to a reduction in available advertising space before County Connection 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 County Connection 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 to County Connection shall be adjusted on a pro rata basis to reflect the increase.

B. Method of Payment to CCCTA

The Contractor shall make monthly payments to County Connection. 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 fee.

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 advertisement.

8. COMMUNICATIONS AND CONTACT DURING RFP PROCESS

Once this RFP is issued to the public, effective July 23, 2019, any and all communication between any and all prospective Proposers and County Connection must take place between representatives of a Proposer and the staff of County Connection as indicated within this RFP. Under no circumstances is it allowable for any member of a prospective Proposer or their representative to contact a member of the Board of Directors for County Connection to discuss this RFP or anything remotely related or connected to it. This prohibition shall be in effect until the successful Proposer and County Connection execute an awarded contract.

This requirement will be automatically waived for the express purpose of the County Connection Board of Directors or their sub-committee to conduct interviews with or receive formal presentations from prospective Proposers at formal and public meetings, if any, at the request of the County Connection Board of Directors.

Any violation of this requirement of the RFP may automatically disqualify a Proposer.

9. PROPOSER'S REPRESENTATIONS

By submitting a proposal, the Proposer affirms (a) 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 labor, supplies, materials, equipment or facilities called for in this RFP; (b) that he/she has checked the proposal for errors and omissions; and (c) that the prices stated are correct and as intended by the Proposer and are a complete statement of his/her prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required.

10. 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 21. Provide any required disclosures pursuant to the Levine Act. See Section 22. Indicate the proposer is prepared to sign the Professional Services Agreement, Exhibit E. See Section 13.

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 is 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) located within the County Connection service area, from which the Proposer will be conducting, maintaining, and supporting bus advertisement sales on behalf of County Connection.
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 or administrative actions against the organization that may impact its financial capacity.
4. A minimum of three (3) references receiving services from Proposer similar to those requested in this RFP, including name, address, telephone number 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 County Connection staff, if desired.

E. Scope of Services

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 Services, and including:

1. A concise description of the Proposer's marketing plan, including but not limited to, staffing levels, marketing and servicing the ads, etc., based on County Connection'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 1, Scope of Services, Section II.C.

F. Compensation Structure

For both Option A and Option B, proposer must submit a compensation proposal specifying a fixed annual guarantee and one specifying a percentage of gross advertising revenue generated and a minimum monthly guarantee.

G. Required Forms and Certification.

Proposals must be accompanied by the following documents, which are included in this RFP. Proposals that are not accompanied by these completed documents may be rejected as nonresponsive.

1. Form of Proposal
2. Disadvantaged Business Enterprise (DBE) Forms

11.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 to be most advantageous to County Connection based on the process and the Selection Criteria set forth below.

County Connection reserves the right to request additional information from proposers, request revised proposals, request Best and Final Offers, 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.

County Connection will conduct a preliminary review of Proposals to select the compensation structure (fixed annual guarantee or percentage of gross revenue with minimum annual guarantee) and to determine whether the proposals are responsive. The compensation structure determination will be based on which compensation structure is the most financially beneficial to County Connection. 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 County Connection staff and possibly one or more outside experts, will evaluate responsive proposals, based on the Selection 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 County Connection, participation in an oral interview, negotiations, or submission of a best and final offer (BAFO). However, County Connection reserves the right to award a contract without conducting oral interviews, negotiations or requesting BAFO's.

Step 3.

Following the final selection process, the evaluation/selection committee will recommend one Proposer based on the results of final scoring for contract approval to the County Connection Marketing, Planning, and Legislative Committee and ultimately the County Connection Board of Directors. It is anticipated that the County Connection Board of

Directors may award a contract as early as October 2019 for work to commence on January 1, 2020. Upon award of contract, if any, County Connection will prepare a contract for execution by the successful Proposer that incorporates this RFP, any addenda and the contractor’s proposal as accepted by County Connection.

12. SELECTION CRITERIA

For the compensation option selected by County Connection, 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.....20%
- * Detailed work plan.....20%
- * Proposed revenues.....40%
- Total.....100%**

13. AGREEMENT FOR PROFESSIONAL SERVICES

The firm selected by County Connection to provide the services outlined in this RFP will be required to execute an Agreement for Professional Services with County Connection. A sample of the general form of this Agreement is attached hereto as Exhibit E so that Proposers will have an opportunity to review the terms and conditions that will be included in the final contractual agreement. If a Proposer desires any additions, deletions or modifications to the form of Agreement, they must be submitted with the proposal. With the exception of any such additions, deletions, and modifications, the Proposer will, by making a proposal, be deemed to have accepted the form of Agreement. No requests for modifications will be accepted unless such requests were submitted with the proposal.

In particular, Proposers are directed to review the indemnification and insurance requirements set forth in Sections 9 and 10 of the sample Agreement for Professional Services.

14. DISADVANTAGED BUSINESS ENTERPRISES

County Connection, 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 County Connection’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 County Connection’s construction, procurement and professional services activities. To this end, County Connection 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 County Connection in meeting these commitments and objectives.

The Contractor is required to make the following assurance in its agreement with County Connection 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 49 CFR Part 26 in the award and administration of DOT-assisted contracts. 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 County Connection deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

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

A completed and signed List of Prime Contractor and Subcontractors/Suppliers form must be submitted with the proposal. This form includes information about the Proposer and all subcontractors/suppliers that provided a bid, quote or proposal for this contract.

Any Proposer who would like additional information regarding DBE participation on this contract or County Connection's DBE Program may contact Kristina Martinez, Civil Rights Administrator, at 2477 Arnold Industrial Way, Concord, California 94520, 925/680-2031.

15. PROTEST PROCEDURES

County Connection maintains written procedures that must be followed for all Proposal protests. Protests based upon restrictive specifications or alleged improprieties in the RFP procedure shall be filed in writing at least five (5) calendar days prior to Proposal opening. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon County Connection staff's recommendation for award of the Contract shall be submitted in writing within forty-eight (48) hours of receipt of notice of staff recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

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

16. 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 County Connection 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 County Connection 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.

If Proposer requests that County Connection withhold from disclosure information identified as confidential, and County Connection complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless County Connection 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 County Connection or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

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

17. TENTATIVE SCHEDULE

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

	Event	Date
1	Release RFP	Tuesday, July 23, 2019
2	Pre-proposal conference	Thursday, August 08, 2019
3	Deadline for submitting questions and/or comments to County Connection	Thursday, August 15, 2019
4	Response to questions	Thursday, August 22, 2019
5	Proposals due, bids opened	Thursday, September 05, 2019
6	Initial evaluation of proposals completed	Monday, September 09, 2019
7	Interviews with finalists completed (if held)	Wednesday, September 18, 2019
8	Selection recommendation made to Marketing, Planning, & Legislative Committee	Thursday, October 03, 2019
9	Selection by County Connection Board of Directors	Thursday, October 17, 2019
10	Contractor starts service	Wednesday, January 01, 2020

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

18. ANTITRUST CLAIMS

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

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.

19. 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.

20. 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 County Connection for all loss or damage which County Connection may suffer thereby; and the Board of Directors may advertise for a new contract for said labor, supplies, materials, equipment or services.

21. 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 County Connection's Conflict of Interest Code. CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by County Connection upon receipt.

No member, officer or employee of the County Connection 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.

22. 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 County Connection Board Member from participating in or influencing the decision on awarding a Contract with County Connection 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 County Connection Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, County Connection 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 County Connection 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 County Connection 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.

23. ATTACHMENTS AND RFP EXHIBITS

- Attachment I, Scope of Work
- Attachment II, Interior and Exterior Advertising Policy Statements (6/16/94)
- Exhibit A, Form of Proposal
- Exhibit B, Sample Agreement
- Exhibit C, List of Prime Contractor and Subcontractors/Supplier

ATTACHMENT I

Scope of Work

1. GENERAL REQUIREMENTS

- A. The Contractor shall have exclusive rights to place advertising in and upon County Connection's fleet of fixed-route 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 County Connection's own promotional use, as well as the promotion of industry programs and products within each bus. County Connection reserves the right to specify the location where such promotional and/or user information advertising will be placed within its vehicles.

County Connection reserves the right to use up to 20 exterior advertising spaces at all times for purposes of self-promotion, user information programs, and/or cooperative transit promotion in conjunction with other Bay Area transit agencies;

- 1. In any such cooperative promotion, County Connection 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 County Connection advertising purposes shall be mutually agreed upon by County Connection 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 County Connection's requests.
- C. 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. Refer to Section 7 of the RFP.
- D. 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 County Connection 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 County Connection vehicles.
- E. The Contractor shall comply with generally accepted industry principles, and with all applicable laws and regulations, including but not limited to truth in advertising, copyrights, trademarks, and all other intellectual property rights.
- F. The Contractor will adhere to standard billboard advertising principles, recognizing that most of the time either the bus or the audience will be in motion. Messages should be more visual with as few words as possible.

G. Additionally the Contractor shall:

1. Remove all dated advertising materials relating to a specific time period or event within five calendar days of 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, County Connection 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 policies.

2. SPECIFIC REQUIREMENTS

A. Location of Advertising

Exterior advertising will be permitted on the right and left sides, and the rear of each fixed-route bus. Prior to the initial installation of advertisements, County Connection 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. County Connection branding will be located on the headliner space above the windows. In no instance will advertising be allowed above the windows.

B. Advertising Sizes

Option A -The Contractor will be allowed to place standard tail, queen, and king size ads, as well as kong, and super tail ads on the fixed-route fleet. No window coverage is allowed.

Option B - Full wrap advertising accepted on up to 20% of the fixed route fleet. No full wrap coverage is allowed to extend into the headliner space above the windows.

C. Maintenance of Advertising

Contractor will be responsible for maintaining all advertisements on County Connection 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 County Connection buses.

D. Restoration of Bus Surface

Upon expiration of the Agreement, Contractor will be responsible for restoring all surfaces and paint schemes of transit agency 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 the buses, their paint schemes, or exterior surfaces. County Connection will notify the Contractor of any such damage. County Connection will be the sole judge in determining the extent of repair needed to restore the damaged area(s) to their original condition.

E. Bus Fleet Size

County Connection has 125 fixed-route buses in operation. One hundred seven (107) are available for exterior advertising, and 104 buses are available for interior advertising. Current bus inventory by vehicle length and availability of exterior and interior advertising is shown below.

Vehicle Length	Number of Vehicles	
	Exterior – Sides	Interior
29 ft.	25	25
35 ft.	13	10
40 ft.	69	69
Total	107	104

County Connection 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.

F. No Route Specific Advertisements

Under no circumstances should advertisements be route specific and the Contractor shall not represent to potential advertisers that advertising can be route specific.

3. APPROVAL OF ADVERTISING MATERIALS

All advertising material is subject to approval by the Contractor prior to installation to assure compliance with the attached advertising policy statements included with 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, creates a safety hazard, or that violates any federal, state or local laws.

4. ACCESS TO VEHICLES

The Contractor shall have access to County Connection buses while the buses are in the garage for the purpose of installing, maintaining, repairing, and removing the advertising copy, displays, and other advertising media. However, Contractor shall not interfere with County Connection operations, including, but not limited to, repair, operation, and maintenance of buses and vehicles.

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, County Connection agrees to provide a reasonably dust-free area during the advertising installation.

5. 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 County Connection 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, County Connection 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.

6. 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 County Connection. Such records will be made available to County Connection for audit and inspection at any time during the term of the Agreement, within 30 days of County Connection's written request. The Contractor shall maintain all such records for a period of three years after final payment under this Agreement.

ATTACHMENT II

Interior and Exterior Advertising Policies

SUBJECT: Interior Advertising on CCCTA Transit Vehicles

- POLICY:
1. Liquor, tobacco, and political advertising will not be allowed on the interior of the Authority vehicles.
 2. The contractor 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. Copy which might be contrary to the best interest of the transit system, or which might result in public criticism of the advertising industry and/or transit advertising, will not be acceptable.
 3. All advertising material is subject to approval by the Authority prior to installation on Authority vehicles. Rough sketches, with proposed copy, should be provided for this purpose.
 4. The Authority will retain two card spaces on the interior of each bus to display Authority information.
 5. The contractor will allow the Authority to utilize unsold space for cards, furnished by the Authority, containing the Authority's own institutionalized advertising/information.
 6. It should be agreed by all parties that the rights and privileges granted, and the obligations imposed, shall also apply to any new method, type or technique of advertising not contemplated here, but which may be created or developed in the future for advertising use in Authority buses. If an advertising display opportunity of a unique nature, or as not contemplated here, arises, the details of such opportunity shall be presented, in writing, to the General Manager of the Authority for approval.
 7. The Authority will provide the contractor reasonable access to its facility and its vehicles at the discretion of the Authority, for the purpose of conducting associated contract business.
 8. The Authority will agree that no advertising displayed properly on the interior of transit vehicles will be removed or obscured by the Authority without prior knowledge of the contractor, or as provided by the contract.
 9. The Authority will expect a minimum guarantee of advertising revenue from the contractor.
 10. The Authority shall have the right to examine and inspect the books and other records of account between the Authority and contractor. The contractor shall furnish an unqualified report, certified by a certified public accountant, of its operation under the contract.
 11. The contractor will be expected to administer all public, educational or charitable advertisements as a part of the contract.

DATE OF ADOPTION: November 17, 1983

DATES OF REVISION: November 19, 1987

June 16, 1994

SUBJECT: Exterior Advertising on CCCTA Transit Vehicles

- POLICY:
1. Advertising of liquor and tobacco products will not be allowed on the exterior of Authority vehicles.
 2. The contractor 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.
 3. All advertising material is subject to approval by the Advertising Agency for conformance with the Authority policy prior to installation on Authority vehicles.
 4. It should be agreed by all parties that the rights and privileges granted, and the obligations imposed, shall also apply to any new method, type or technique of advertising not contemplated here, but which may be created or developed in the future for advertising use in or upon Authority buses. If an advertising display opportunity of a unique nature, or as not contemplated here, arises, the details of such opportunity shall be presented, in writing, to the General Manager of the Authority for approval.
 5. The Authority will provide the contractor reasonable access to its facility and its vehicles at the discretion of the Authority, for the purpose of conducting associated contract business.
 6. The contractor will allow the Authority to utilize unsold exterior space for cards, furnished by the Authority, containing the Authority's own institutional advertising/information at the Authority's discretion.
 7. The Authority will agree that no advertising displayed properly on the exterior of transit vehicles will be removed or obscured by the Authority without knowledge of the contractor, or as provided by the contract.
 8. The Authority will expect a minimum guarantee of advertising revenue from the contractor.
 9. The Authority shall have the right to examine and inspect the books and other records of account between the Authority and contractor. The contractor shall furnish an unqualified report, certified by a certified public accountant, of its operation under the contract.
 10. The contractor will be expected to administer all public, educational or charitable advertisements as a part of the contract.

DATE OF ADOPTION: November 17, 1983

DATE OF REVISION: June 16, 1994

EXHIBIT A
FORM OF PROPOSAL

Central Contra Costa Transit Authority
Concord, 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 2019-MA-04

PROPOSAL TO THE CENTRAL CONTRA COSTA TRANSIT AUTHORITY

For contract for providing Bus Advertising Services, Project Number 2019-MA-04

Board of Directors
Central Contra Costa Transit Authority
C/O Melody Reeb, Manager of Planning
2477 Arnold Industrial Way
Concord, CA 94520

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 County Connection reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of County Connection.
4. The Proposer has enclosed the following documents and completed forms:
 - a. Form of Proposal
 - b. List of Prime Contractor and Subcontractors/Suppliers
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.

OPTION A – ONLY ADVERTISING FORMATS PLACED BELOW SIDE WINDOWS.

Contract Year	Fixed Annual Guarantee	Percentage of Gross Revenue With Minimum Monthly Guarantee	
Base Year One	\$	%	\$
Base Year Two	\$	%	\$
Base Year Three	\$	%	\$
Option Year One	\$	%	\$
Option Year Two	\$	%	\$

OPTION B - ALLOWS FULL WRAP COVERAGE ON UP TO 20% OF FLEET

Contract Year	Fixed Annual Guarantee	Percentage of Gross Revenue With Minimum Monthly Guarantee	
Base Year One	\$	%	\$
Base Year Two	\$	%	\$
Base Year Three	\$	%	\$
Option Year One	\$	%	\$
Option Year Two	\$	%	\$

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 placed in a sealed envelope marked Attention: Melody Reeb, Request for Proposal #2019-MA-04, Bus Advertising Services, 2477 Arnold Industrial Way, Concord, CA 94520, prior to 3:00 p.m. September 5, 2019.

EXHIBIT B

SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

RFP No. 2019-MA-04

THIS AGREEMENT is made as of the _____ day of _____, 2019, by and between CENTRAL CONTRA COSTA TRANSIT AUTHORITY (County Connection) and _____, (“CONTRACTOR”).

WHEREAS, COUNTY CONNECTION desires to obtain professional services in connection with Bus Advertising Services and has issued a Request for Proposals dated _____, 2019, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated _____, 2019 a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide professional services to County Connection in accordance with the terms and conditions of this Agreement.

2. SCOPE OF SERVICES

The scope of the CONTRACTOR’s services shall consist of the services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. TERM

CONTRACTOR shall perform the services under this Agreement for a three-year term with two one-year option terms, commencing upon the effective date specified in a written Notice to Proceed from County Connection, unless the Agreement is terminated sooner pursuant to Section 19. In the event that County Connection desires to exercise its option(s) to extend the agreement, it will provide ninety (90) day’s notice to the Contractor prior to the end of the expiration of the base of option term.

4. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR shall be and are the property of County Connection. County Connection shall be entitled to access and to copies of these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to County Connection. If any materials are lost, damaged or destroyed before final delivery to County Connection, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities. Notwithstanding the foregoing, County Connection is not claiming an ownership interest in or any right to the intellectual property of third parties who advertise on County Connection's buses in connection with this Agreement.

5. CONFIDENTIALITY

Any County Connection materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("Confidential Information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of Confidential Information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

CONTRACTOR shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of County Connection's General Manager.

6. KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONTRACTOR to undertake, render and oversee all of the services under this Agreement.

7. USE OF SUBCONTRACTORS

CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of County Connection, except for service firms engaged in drawing, reproduction, typing, and printing. CONTRACTOR shall be solely responsible for reimbursing any subcontractors and County Connection shall have no obligation to them.

8. CHANGES

County Connection may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 11 and as discussed in Exhibit A. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, CONTRACTOR shall so advise County Connection immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to County Connection prior to the time that CONTRACTOR performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

9. RESPONSIBILITY; INDEMNIFICATION

CONTRACTOR represents and warrants that it has the rights to use any content or materials (including, without limitation, text, logos, names, marks, photos, drawings, images, and likenesses) that it incorporates in its advertising materials under this Agreement.

To the fullest extent allowed by law, CONTRACTOR agrees to indemnify, defend, and hold harmless County Connection and its directors, officers, attorneys, employees and agents from any and all third party suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission or willful misconduct of the CONTRACTOR or its

employees, subcontractors or agents; or

- B. Any allegation that materials or services provided by the CONTRACTOR under this agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party; or
- C. Any allegation based on false advertising, defamation, right to privacy, and right to publicity, based upon the nature or content of any advertising materials or services provided under this Agreement.

CONTRACTOR further agrees to defend, at its own expense, any and all such actions, suits or claims and pay all charges of attorneys and all costs and other expenses of defense as they are incurred. If any judgement is rendered against County Connection, or any of the other individuals enumerated above in any such action, the CONTRACTOR will, at its own expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

10.INSURANCE

A. Types of Insurance

1. Workers' Compensation

If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than Two Million Dollars (\$2,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONTRACTOR shall deliver to County Connection a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to County Connection.

The policy shall contain a waiver of subrogation in favor of the Central Contra Costa Transit Authority and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

2. Commercial General and Automobile Liability Insurance

a. Commercial General Liability Insurance

CONTRACTOR shall, at its own cost and expense, also procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2 million each occurrence or claim and a general aggregate limit of at least \$2 million. This insurance shall include but not be limited to premises and operations; contractual liability covering the indemnity provisions contained in this Agreement; personal injury; products and completed operations, advertising injury liability, and broad form property damage.

b. Automobile Liability

CONTRACTOR shall, at its own cost and expense, procure and maintain Automobile Liability insurance providing bodily injury and property

damage with a combined single limit of at least \$2 million per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

c. Certificate of Insurance

Prior to commencing work or entering onto the property, CONTRACTOR shall file a Certificate of Insurance with County Connection evidencing the foregoing coverages, including the following endorsements:

- i. The insurance company(ies) issuing such policy(ies) shall give written notice to County Connection of any material alteration, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation.
- ii. That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which CONTRACTOR is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by County Connection.
- iii. Such insurance shall include as additional insured the Central Contra Costa Transit Authority and its respective directors, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally. Inclusion of County Connection as additional named insured shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. Said policy shall protect CONTRACTOR and County Connection in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

3. Professional Liability Insurance

CONTRACTOR shall also maintain Professional Liability Insurance covering CONTRACTOR's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, CONTRACTOR shall furnish to County Connection a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days

advance written notice of cancellation, non-renewal or reduction in limits shall be given to County Connection.

B. General Conditions

1. Acceptable Insurance

All policies will be issued by insurers acceptable to County Connection. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum “Best’s” rating of B+ and with minimum policyholder surplus of \$25,000,000. All policies shall be issued in a form satisfactory to the General Manager of County Connection and shall be issued specifically as primary insurance.

2. Claims-Made Insurance

If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONTRACTOR’s start of work (including subsequent policies purchased as renewals or replacements).
- b. CONTRACTOR will make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

3. Failure to Procure or Maintain Insurance

The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of the agreement.

4. Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it shall remain in force in accordance with section 10.B.2 above.

5. Evidence of Insurance

County Connection reserves the right to request a certified duplicate original of all policies required under this section.

11.COMPENSATION TO COUNTY CONNECTION

CONTRACTOR shall compensate County Connection in accordance with the [Option A/B] compensation structure set forth in Exhibit A and Exhibit B.

12.MANNER OF PAYMENT

CONTRACTOR shall submit payments to County Connection on a monthly basis on or before the 20th of the month for gross revenues that have been billed during the preceding month. Payments shall be based on the compensation structure set for in Exhibit A and Exhibit B.

Said monthly payments shall be accompanied by a schedule which shows the advertisements that were displayed and the gross revenue earned for the advertisement.

13. NON-DISCRIMINATION ASSURANCE

CONTRACTOR (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR (and any subcontractors) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONTRACTOR shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by CONTRACTOR (and any subcontractors) to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County Connection deems appropriate.

During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

14. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

15.CONTRACTOR'S STATUS

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of County Connection. The CONTRACTOR is and shall be an independent contractor, and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

16.ASSIGNMENT

CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County Connection.

17.COUNTY CONNECTION WARRANTIES

County Connection makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

18.COUNTY CONNECTION REPRESENTATIVE

Except when approval or other action is required to be given or taken by the County Connection Board of Directors the General Manager of County Connection, or such person or persons as he shall designate in writing from time to time, shall represent and act for County Connection.

19.TERMINATION

A. For Cause

In addition to any other termination rights contained in this Agreement, County Connection shall have the right, upon written notice to CONTRACTOR, to terminate this Agreement any time after the occurrence of any one or more of the following events:

1. CONTRACTOR fails to pay County Connection the annual fee as required by Section 9 of the Agreement, when such nonpayment continues for a ten (10) day period after County Connection sends a written notice of such nonpayment to the CONTRACTOR.
2. CONTRACTOR fails to comply with any covenant or condition of this Agreement, and fails to correct such default within ten (10) days after County Connection sends a written notice of default to the CONTRACTOR.
3. CONTRACTOR becomes insolvent or enters any bankruptcy or insolvency proceedings during the term of this Agreement, all monies accruing to County Connection under the terms of the Agreement for the entire unexpired term of this Agreement shall be accelerated and become immediately due and owing County Connection from CONTRACTOR.
4. CONTRACTOR abandons or discontinues operations hereunder.
5. CONTRACTOR becomes permanently deprived of the rights, powers and privileges necessary for the proper conduct and operations of the bus advertising program specified in this Agreement.

B. For Convenience

County Connection shall have the right to terminate this Agreement at any time and for any reason by giving thirty (30) days written notice to the CONTRACTOR.

C. After Termination for Cause or Convenience

Upon receipt of a termination notice, the CONTRACTOR shall not commit itself to any additional, new or extended advertising accounts and if County Connection does not elect to take over the advertising accounts as described below, CONTRACTOR shall terminate its advertising contracts for displays on County Connection buses.

CONTRACTOR shall pay County Connection a pro rata share of the annual fee up to the effective date of termination.

Upon termination the CONTRACTOR shall restore County Connection's buses to their condition prior to the installation of any advertising material, ordinary wear and tear excepted. CONTRACTOR will restore the buses to their original condition within fourteen (14) calendar days of the issuance of the termination notice or as otherwise specified in the termination notice. If CONTRACTOR fails to restore County Connection buses to their condition prior to the installation of any advertising material within the required timeframe, County Connection may, without notice to the CONTRACTOR, restore the buses. The CONTRACTOR shall be liable for County Connection's costs of removal of all advertising material and restoration of the buses to their original condition. County Connection shall have no duty to mitigate the CONTRACTOR's costs or damages.

In the alternative, County Connection may elect, and so advise the CONTRACTOR in the notice of termination of the Agreement, that County Connection will take over and maintain the advertising accounts in effect under this Agreement. In such a case the CONTRACTOR will provide, on or before termination date, copies of all advertising contracts in effect at the time of termination and for the preceding twelve (12) month period and agrees to assign same to County Connection. County Connection shall have the right to reject or accept, and turn over to CONTRACTOR's successor if any, the assignment of any contract CONTRACTOR may have with various advertisers for advertising on County Connection vehicles.

If County Connection terminates the contract for convenience, the CONTRACTOR shall be entitled to 50% of the net advertising revenues generated from contracts so assigned by CONTRACTOR for a period of up to six (6) months. If County Connection terminates the contract for cause, the CONTRACTOR shall not be entitled to any of the revenues generated from any assigned contracts.

CONTRACTOR further agrees to cooperate fully with County Connection in the orderly transfer of business to CONTRACTOR's successor.

County Connection shall not in any manner be liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement.

20. WAIVER

The waiver by any party of a breach of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or different provisions of this Agreement.

21.NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between County Connection’s General Manager or designee and the CONTRACTOR’s representative.

All other notices and communications regarding interpretation of the terms of this contract and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to COUNTY CONNECTION: Central Contra Costa Transit Authority
Attn: General Manager
2477 Arnold Industrial Way
Concord, CA 94520-5327

If to the CONTRACTOR: _____
Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

22.ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

23.APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

24.BINDING ON SUCCESSORS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

COUNTY CONNECTION:

CONTRACTOR:

CENTRAL CONTRA COSTA TRANSIT
AUTHORITY

By: _____

By: _____

Title: General Manager

Title: _____

ATTEST:

By: _____
Secretary for County Connection

*By: _____

APPROVED AS TO FORM:

Title: _____

By: _____
Attorney for County Connection

** 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*

EXHIBIT C

List of Prime Contractor and Subcontractors/Suppliers

Project Title: Bus Advertising Services, Request for Proposal #2019-MA-04

Bidder's/Proposer's Name: _____ Contract Amount: _____
 Address: _____ Phone/FAX: _____
 Owner or Contact Person: _____ Title: _____
 Disadvantaged Business Enterprise (DBE)? _____ Age of Firm: _____ *Annual Gross Receipts: _____

List the following information for all subcontractors/suppliers that provided a bid, quote or proposal to the Bidder/Proposer.

	Company Name/Address/Phone/FAX Owner's Name or Contact Person	DBE/ Non DBE	Age of Firm	*Annual Gross Receipts	Description of Work/ Type of Materials/Supplies	Dollar Amount of Work/Supplies	Bid/Quote Accepted (Y/N)
1							
2							
3							
4							
5							

*Optional

The undersigned will enter into a formal agreement with the subcontractor(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with County Connection. I certify that the information included on this form is complete and correct.

 (Signature of Owner or Authorized Representative and Title)

 (Date)