

REQUEST FOR PROPOSALS
TO PROVIDE BUS ADVERTISING SERVICES

#2024-MA-01

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Notice Inviting Proposals

RFP

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- 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, 2025**. 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:

Ryan Jones, Manager of Marketing & Communications
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, 2024**. 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 Officer, at (925) 680-2031.

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 15, 2024** 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 rjones@cccta.org by **4:00 p.m. on August 22, 2024**.

For information concerning this contract, Proposers should contact Ryan Jones, Manager of Marketing & Planning, rjones@cccta.org, (925) 680-2037.

Bill Churchill
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 104 buses, and consists of twenty-five 29-foot buses, ten 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, 2024 addressed to the attention of Ryan Jones, Manager of Marketing & Communications, titled "Request for Proposals 2024-MA-01, 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, 2024, 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 Ryan Jones, Manager of Marketing & Communications, at the address set forth in the Notice Inviting Proposals or emailed to rjones@cccta.org and received by 4:00 p.m. on August 15, 2024. 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, 2024, 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 2024 for work to commence on January 1, 2025. 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. DBE firms listed must be currently certified by the California Unified Certification Program (UCP) or the firm's home state UCP.

Any Proposer who would like additional information regarding DBE participation on this contract or County Connection's DBE Program may contact Kristina Martinez, DBE Officer, 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	Thursday, August 1, 2024
2	Pre-proposal conference	Thursday, August 15, 2024
3	Deadline for submitting questions and/or comments to County Connection	Thursday, August 22, 2024
4	Response to questions	Thursday, August 29, 2024
5	Proposals due, bids opened	Thursday, September 05, 2024
6	Initial evaluation of proposals completed	Monday, September 09, 2024
7	Interviews with finalists completed (if held)	Wednesday, September 18, 2024
8	Selection recommendation made to Marketing, Planning, & Legislative Committee	Thursday, October 03, 2024
9	Selection by County Connection Board of Directors	Thursday, October 24, 2024
10	Contractor starts service	Wednesday, January 01, 2025

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