

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 that do not permit the posting of standard advertising materials. Refer to Section 7 of the RFP.
- D. The Contractor's responsibilities include management of the comprehensive sales and marketing process, encompassing client sales contracts, coordinating production of printing services, posting and removing signage, billing and collecting revenues from clients, and other customary business practices.

The Contractor will be responsible for soliciting advertisers to buy advertising space to be placed on the interior and exterior of buses, as well as digital ad space displayed on infotainment screens mounted on the 2300-series (40 buses total). 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.

- 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. Provide an emergency phone number for County Connection to reach Contractor in the event of an emergency situation. Contractor must respond to the emergency situation within 24 hours of initial contact by County Connection;
2. Remove all dated advertising materials relating to a specific time period or event within five calendar days of its expiration date;
3. Within 24 hours of notification by County Connection, remove any damaged advertising hardware, damaged or defaced advertising material, unapproved advertising materials, or advertising in conflict with the advertising policies, included with this RFP. If such is not removed within this time period, County Connection may elect to repair, alter, or remove the advertising materials and charge the Contractor for all labor and material costs for such work. The Contractor agrees to pay County Connection the cost of performing such work, provided County Connection gives the Contractor verbal notice, followed by an email notice, of its intent to repair, alter, or remove the advertising material prior to undertaking the activity; and
4. Shall at all times comply with the advertising policies included in Attachment II of this RFP.

2. SPECIFIC REQUIREMENTS

A. Digital Bus Advertising Program

In addition to soliciting advertisers to buy advertising space to be placed on the interior and exterior of buses, the Contractor will also solicit advertisers for digital ad space displayed on infotainment screens mounted on the 2300-series buses (40 buses total). As part of its proposal, the Contractor will develop an advertising strategy and plan to maximize usage of the infotainment screens as an additional source of revenue. The advertising plan will include, at minimum, a pricing model and targeting criteria, marketing materials to support the sales process, and a plan for managing inventory of advertisements.

The Contractor's responsibilities for this program include, but are not limited to, the sale of advertising space and associated media assets, creative services (includes creative development, production, and testing as required), collecting payment from advertisers, managing all invoices, customer service to advertisers, compliance with all relevant regulations/standards (such as privacy), and reporting on performance metrics.

The Contractor will serve as the liaison with external vendors associated with the Digital Bus Advertising Program, such as media buyers, digital content providers, and other service providers. The Contractor shall be responsible for the timely delivery of all services and materials associated with the program. The actual installation of hardware, software, and any maintenance required to keep the digital displays running will be handled exclusively by County Connection.

B. Local/Non-Profit Advertising Program

County Connection desires to work with the Contractor to implement a Local/Non-Profit Advertising Program, under which up to 30% of exterior bus advertising space will be reserved for local businesses and non-profit organizations in Central Contra Costa County. The advertising space would be made available to local businesses and non-profit organizations at discounted rates. Eligible local businesses and non-profit organizations must be registered with their local Chamber of Commerce. Any advertising space that is not sold to local businesses and non-profit organizations may be sold as part of the Contractor's general advertising program for County

Connection. County Connection and the Contractor will mutually agree upon how long the advertising space will be reserved before it can be made available to other businesses as part of the general advertising program.

C. 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.

D. 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.

E. 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, and will bear the full cost of any and all maintenance and repair. Contractor will use display materials that conform to current industry standards and are acceptable to County Connection.

Contractor must maintain all installed displays in a high-quality manner that is acceptable to County Connection and consistent with current industry standards. Each advertisement must present a clean, high-quality appearance at all times, regardless of the duration of the contracted advertising term; be free from wrinkles, blisters or similar defects; and present a sharp and clear appearance.

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.

F. Restoration of Bus Surface

Upon expiration or termination of the Agreement, Contractor will be responsible for restoring all surfaces and paint schemes of County Connection 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.

G. Bus Fleet Size

County Connection has 125 fixed-route buses in operation. One hundred four (104) 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.

Sole discretion for assignment of buses shall remain with County Connection. Any reference in this RFP to any particular number or count of buses (e.g. the available fleet size) shall not be construed to carry any guarantee, express or implied, that any certain count of vehicles or of fleet size shall be available to the Contractor for advertising displays at any given time. County Connection shall be the sole judge of such matters of safety, convenience, appearance, and the number and location of advertisements on any vehicles.

Vehicle Length	Number of Vehicles		
	Exterior – Sides	Interior	Infotainment Screen (Digital)
29 ft.	25	25	-
35 ft.	10	10	-
40 ft.	69	69	40*
Total	104	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. **There is additional digital ad space on the interior of 40 buses (2300 series), available on the mounted infotainment monitors.*

H. 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 AND REVIEW OF ADVERTISING MATERIALS

The Contractor will review each advertisement submitted for installation, display, and maintenance on County Connection buses to ensure compliance with County Connection's advertising policies 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 that conflicts with the advertising policies, creates a safety hazard, or that violates any federal, state or local laws.

If the Contractor identifies a violation of County Connection's advertising policies:

1. Contractor will promptly notify County Connection's Marketing Department of its determination and the reason(s) for its designation.
2. Upon receipt of notification, County Connection's Marketing Department will advise the Contractor whether it concurs with the Contractor's determination.
3. In the event County Connection concurs with the Contractor's determination, County Connection will allow one or more revisions to the advertisement in order to bring the advertisement into conformity with the standards. The advertiser will then have the option of submitting a revised advertisement for review in accordance with these procedures.
4. In the event the Contractor and the advertiser do not reach agreement with regard to a revision of the advertisement, or in the event the Contractor determines that no appropriate revision would bring the advertisement into conformity with the standards, the advertiser may request that the Contractor obtain a formal determination from County Connection. In reaching a formal determination, County Connection may consider any materials submitted by the advertiser, and may consult with the Contractor, and/or with County Connection's Legal Counsel.
5. County Connection will promptly provide the Contractor with a written notice of the formal determination, and the Contractor will relay the formal determination to the advertiser.
6. Contractor may appeal County Connection's formal decision in writing to the County Connection Board of Directors. The determination of the County Connection Board of Directors will be final.

4. ACCESS TO VEHICLES AND USE OF COUNTY CONNECTION FACILITIES

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

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 will provide all necessary parts, equipment, materials and/or tools required to perform the required work and will not store any parts, equipment, materials, and/or tools on County Connection property. The Contractor shall make arrangements to dispose of any waste generated by its performance of activities off County Connection's property.

Contractor agrees to assume full liability for injury and/or damage to County Connection personnel, the public, and County Connection equipment and facilities caused by the actions or omissions of Contractor's employees in connection with services performed under this Agreement. Any damage arising from the Contractor's performance of the work shall be repaired or remedied immediately at the Contractor's sole expense. County Connection agrees to provide a reasonably dust-free area for Contractor to perform advertising installation work.

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.