

Request for Proposal
RFP #2024-01
For:
Bus and Shelter Advertising Services

Eastern Contra Costa Transit Authority

801 Wilbur Avenue

Antioch, CA 94509

May 20, 2024

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Section 1

Notice Inviting Proposals

Notice Inviting Proposals

For

Bus Advertising Services

Eastern Contra Costa Transit Authority

Notice and Request to Proposers

Eastern Contra Costa Transit Authority (ECCTA), a Joint Powers Agency (JPA) located in eastern Contra Costa County, California, is accepting proposals from qualified firms for a three year contract with, at ECCTA's sole discretion, two one year extensions to use external advertising space on ECCTA's buses and shelters. This project shall include the furnishing of all labor, equipment, materials, testing, tools, training, and other services as required by the Scope of Work section and other contract documents.

ECCTA was formed in 1976 as a JPA consisting of the cities of Antioch, Brentwood, Pittsburg and the county of Contra Costa. Oakley incorporated as a city and joined the JPA in 1999. ECCTA provides over 1,000,000 trips each year to a population of nearly 330,000 residents in the 225 square miles of eastern Contra Costa County.

Pre-Proposal Conference

A pre-proposal conference will be held remotely, via Zoom, at 11:00 a.m. local time, on Wednesday, June 5. All prospective proposers are encouraged to attend. Registration will be required prior to joining the conference and can be done by following the link:

<https://us06web.zoom.us/meeting/register/tZwudO6oqDIoHNPWR2U27W3-11LyJMjexX8g>

Deadline for Receipt of Proposals

Proposals will be received by Eastern Contra Costa Transit Authority (ECCTA) until 2:00 p.m. local time, on Wednesday, June 26. Proposals may be submitted either via Bid Express or via mail to ECCTA's facility located at 801 Wilbur Avenue, Antioch, CA 94509. Proposals received after the said time or at any other place other than the time and place stated in this RFP will not be considered. Proposals must be received on the enclosed ECCTA proposal form with the required certification forms listed in the proposal documents. Proposals submitted on any other forms will be considered non-responsive and will be rejected.

Proposal Documents/ECCTA Representative

Copies of the RFP documents may be obtained from the following ECCTA representative:

Joe Chappelle
Manager of Administrative Services
Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509
procurement@eccta.org

Copies of the RFP documents may also be obtained by visiting the following link:
<https://www.bidexpress.com/businesses/72695/home>. New users to the Bid Express portal will be required to complete a free registration before receiving access to the RFP documents.

ECCTA may change the identity or contact information of the ECCTA representative at any time through the issuance of an addendum.

Following the closure of the proposal submittal period, ECCTA intends to procure the highest quality service possible for the best value possible.

All proposals must be furnished in accordance with the terms and conditions of the contract documents, including the Information for Proposers, General Conditions, Special Conditions, Scope of Work, and Proposal Form. All prospective proposers receiving proposal documents directly from ECCTA will be notified of all addenda and will receive copies.

Legal Requirements

This contract may be subject to a grant contract between the Metropolitan Transportation Commission (MTC). The contract is subject to laws and regulations governing the use of such funds. Bidders will be required to certify that they have not been suspended or debarred from participation in federal or state funded contracts. Full compliance with applicable Safety and Health Standards, DBE requirements, Equal Employment Opportunity and Americans with Disabilities Act laws and regulations will be required of the successful bidder.

ECCTA has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation, 49 Code of Federal Regulations (CFR) Part 26 and, as a recipient of federal financial assistance, ECCTA has signed an assurance that it will comply with 49 CFR Part 26. As such, ECCTA notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit a bid in response to this request and will not be discriminated against on the basis of race, color, sex, or national origin in consideration for an award and fully encourages all bidders to seek DBE participation in their bids.

Reserved Rights

ECCTA reserves the right to reject any and all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedure, to make any awards or any rejections in what it alone considers to be in the best interest of ECCTA, or to postpone the due date of proposals or award for any reason whatsoever in ECCTA's sole discretion. No proposer may withdraw its proposal for a period of 60

calendar days after the date of opening of the proposals. Each proposer will be notified of the award of contract, if an award is made.

Office of the Chief Executive Officer
May 20, 2024

Section 2

Key Proposal Dates

Key Proposal Dates
Bus Advertising Services
RFP #2024-01

<u>Task</u>	<u>Date</u>
Request for Proposal issue date:	Monday, May 20
Pre-proposal conference:	Wednesday, June 5 at 11:00 a.m.
Vendor clarifications/questions due date:	Wednesday, June 12 by 1:00 p.m.
Technical and Cost Proposal due date:	Wednesday, June 26 by 2:00 p.m.
If applicable, interviews with selected proposers:	TBD
Technical Review Committee recommendation:	Tuesday, July 9
ECCTA Board of Directors award contract:	Wednesday, July 24 at 4:00 p.m.

Section 3

Information for Proposers

Information for Proposers

Bus Advertising Services

RFP #2024-01

Scope and Location of Work

The work to be performed under this contract consists of the furnishing of all labor, materials, tools, equipment, and services to perform bus and shelter advertising services. Contract documents contain a complete description of the work.

Examination of Contract Documents/Notification of Errors

Each proposer shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, and addenda (if any). Submission of a proposal shall constitute acknowledgment, upon which ECCTA may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve them of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

Additionally, proposers shall review the technical specifications and prior to submission of the proposal, report any errors and omissions noted by the contractor to ECCTA. The review by the contractor shall be confined to the contractor's capacity as a contractor and not as a licensed contractor.

It shall also be the proposer's responsibility to call to ECCTA's attention any missing pages in the contract documents, including the addenda. These items shall be brought to the attention of ECCTA, in writing, at least one week prior to the proposal due date.

Interpretation of Contract Documents

No oral representation or interpretations will be made to any proposer as to the meaning of the contract documents. Requests for interpretation shall be submitted through the Bid Express portal or made in writing and delivered to ECCTA on or before the time indicated in the Key Proposal Dates.

Emailed requests for interpretation should be emailed to procurement@eccta.org, with the subject heading "ECCTA Bus and Shelter Advertising Services 2024-01."

Interpretations, where necessary, will be made by ECCTA in the form of an addendum to the contract documents. Addendums will be sent as promptly as is practical to all parties to whom the proposal documents have been issued. All such addenda shall become part of the contract. Requests for information before the award of contract shall be directed to the ECCTA representative identified in the Notice Inviting Proposals.

Term and Time of Performance

Upon receipt of the Notice to Proceed or the date specified in the Notice to Proceed, the contractor shall immediately commence work on the project.

Pre-proposal Conference

A pre-proposal conference will be held at the time and place indicated in the Notice to Proposers and in the Key Dates section. Attendance at this conference is recommended but not required. The conference will be held via Zoom and registration is required prior to attending. Registration can be completed by going to this link:

<https://us06web.zoom.us/meeting/register/tZwudO6oqDIoHNPWR2U27W3-11LyJMjexX8g>

Questions about the proposal or exceptions/objections to the requirements of the proposal, including any objections to the terms and conditions of the contract, should be submitted in writing to the ECCTA representative prior to the meeting in order to provide ECCTA staff sufficient time to prepare responses.

Written questions submitted prior to, and questions raised at the conference, will be answered in a written addenda to the proposal and will be made available to all proposers regardless of whether they attended the pre-proposal conference.

Following the pre-proposal conference, ECCTA will make a list of all those to whom the proposal was furnished, as well as those attending the meeting, available to interested parties. Representatives of certified DBE firms will be identified on the list.

Proposals

General

Proposing firms must not be on the Comptroller General's list of ineligible proposers. The contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. DBEs will be afforded full opportunity to submit proposals in response to this RFP and will not be subjected to discrimination on the basis of race, disability, color, sex, or national origin in consideration for an award.

All proposals shall give, in the space provided, all other information requested therein, and shall be signed by the proposer, or an authorized representative, with their address. Proposals will be evaluated as provided in "Evaluation of Proposals" below.

Proposers must prepare and submit all required documents. Failure to properly complete and sign any forms may be cause for rejection of a proposal.

Format of the Technical Proposal, the Payment Proposal and the Required Forms

The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the project, and the proposer's proposed approach to meet the requirements of ECCTA. Information should be provided in a concise and well-organized manner. Submittals should not contain any unnecessary promotional material.

Physical copies of the proposal should be prepared in at least a 12-point font. All signatures on physical copies must be signed in ink and shall be made by an officer of the proposer with the authority to bind the proposer to the terms of the solicitation.

Content of Technical Proposal

To be considered, the technical proposal must address the requirements of the Scope of Work and shall include:

1. Statement of Qualifications
2. Work Plan
3. Properly Executed Certifications
4. Identification of parts of the proposal that are proprietary
5. Listing of exceptions/objections

1. Statement of Qualifications

Description of Organization

This section should contain a concise description of the proposer's background, including size and years in business, and experience in providing services similar to those outlined in the Scope of Work.

Resumes of Key Personnel

This section should contain, if applicable, resumes of proposer's:

- District Manager
- Service Manager
- Account Manager

These individuals are encouraged to attend the interview if the proposer is invited to the interview.

The resume should feature all job experience over the past three years including:

- Years employed by proposer
- Current assignment, location and primary responsibilities for each position
- Education
- Professional registrations or certifications
- Key skills
- Total years of professional experience

References

This section should contain a listing of at least three projects within the last three years. The information submitted should include:

- Name, address, and telephone number of the project manager
- Service provided
- Dates service encompass
- Cost of the contract
- The status of the contract

If the Proposer intends to sub-contract any portion of the Scope of Work, the Proposer must list all subcontractors whom they intend to partner; specifically identify the work to be done by each subcontractor.

2. Work Plan

The work plan shall include the following information:

- A transition timeline.
- Description of plans to monitor and control quality of service.
- Complaint handling procedure. Describe the end-to-end process, including a timeframe for complaint response.
- Explain the typical installation process and turnaround (e.g. who verifies the correct ads and timeline for removal).
- Explain how installation problems are resolved.
- Explain how billing problems are resolved.
- List any green business policies, practices, or certifications.

3. Properly Executed Certifications

All properly executed certifications in Section 8 of this RFP and:

If the proposal is made by a partnership or joint venture:

- The signature, printed name, title, and company name of at least one of the general partners. Additionally, the proposal shall include a notarized Power of Attorney form which certifies that the individual(s) signing the proposal have the authority to sign the cost proposal form and to bind the partnership or joint venture.

If the proposal is made by a corporation:

- The signature, printed name, and title of at least one officer authorized to sign on behalf of the corporation.
- The state under the laws of which the corporation is incorporated must be indicated. Additionally, the proposal shall include a notarized Power of Attorney form which certifies that the individual(s) signing the proposal have the authority to sign the cost proposal form and to bind the corporation.

4. Proprietary Information

Proposers are to identify all parts of the proposal the proposer considers proprietary and include written justification for the claim, as the proposal could be made public as a result of Freedom of Information Act requests.

If the proposer submits a proposal containing proprietary information, it must also prepare and submit a version of the proposal that redacts or otherwise removes all proprietary information. The redacted proposal must be identical to the original proposal other than the redactions of proprietary information.

5. Exceptions/Objections

Proposers should make a statement listing any exceptions/objections to the requirements of the RFP. This shall include any objections to the terms and conditions of the contract between the successful proposer and ECCTA. Failure to specify any exceptions or objections to the requirements, and/or the terms and conditions, of this RFP will constitute acceptance of ECCTA's requirements.

Content of Payment Proposal

To be considered, the payment proposal must address all requirements of the Scope of Work.

The payment proposal shall include everything necessary for the completion of and fulfillment of the contract including, but not limited to, transportation, materials, equipment, and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents, and all applicable federal, state, and local taxes.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount proposed.

Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded.

To be considered, the payment proposal must address the requirements of the Scope of Work and shall include:

- A properly completed and signed Proposal Cover Form located in Section 7 of the RFP
- A properly completed Payment Proposal Form located in Section 7 of the RFP.

Any payment proposal submitted on any other form will be considered non-responsive and will be rejected. The payment proposal shall give all information requested. Any payment proposal with blank spaces will be considered non-responsive and will be rejected.

Proposal Submission Procedures

All proposals shall either be completed and submitted on the Bid Express portal or be enclosed in a sealed envelope or package, labeled and delivered to the ECCTA at the place, and on or before the time, indicated in the Notice Inviting Proposals. Proposals received after this time, or at any other location, will not be considered. ECCTA shall not be responsible for the failure of mailed, delivered, or submitted

proposals to actually be received by ECCTA by the time due on the date due. **Technical problems with submission at the Bid Express portal shall be directed to Bid Express Customer Service.** No oral, telegraphic, or telephone (including facsimile) proposals or modifications will be considered.

Mailed hard copies of a proposer's technical and payment proposal must be submitted as follows:

1. One original proposal with required signatures in ink by an officer of the proposer with the authority to bind the proposer to the terms of the RFP submitted in a securely sealed envelope marked as follows:

ORIGINAL: RFP 2024-01 BUS AND SHELTER ADVERTISING SERVICES– Technical and Payment Proposal

If applicable, one redacted copy must also be submitted, in securely sealed envelope, marked as follows:

REDACTED: BUS AND SHELTER ADVERTISING SERVICES – Technical and Payment Proposal

2. One electronic copy on a thumb drive in a securely sealed envelope marked as follows:

ELECTRONIC: RFP 2024-01 BUS AND SHELTER ADVERTISING SERVICES – Technical and Payment Proposal

Inquiries over the phone for clarification, interpretation, submission, or other proposal-related matters will not be answered outside the issuance of an addendum. Inquiries about proposal results will not be answered prior to contract award. Proposal forms received after the designated time will not be accepted. Proposers and their authorized agents may be invited to attend an interview.

No proposer may withdraw its proposal for a period of 60 calendar days after the proposal due date.

ECCTA reserves the right to reject any or all proposals, to make any awards or any rejections in what it alone considers to be in the best interest of ECCTA, and to waive any informalities or irregularities in the proposals.

Addenda

Each proposal shall include specific acknowledgment (in space provided) of the receipt of all addenda issued during the proposal period. Failure to so acknowledge all addenda may result in the proposal being rejected as non-responsive.

Proposal Prices

Proposal prices shall include everything necessary for the completion of, and fulfillment of, the contract including, but not limited to, furnishing all transportation, materials, equipment, tools, and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the

estimated quantity shall be deemed to be the amount bid. In the event that the indicated sum of any column of figures is incorrect, the correct sum shall govern and the correct sum shall be deemed the amount indicated.

Proposal prices shall include all applicable federal, state, and local taxes. Upon award of contract the contractor shall submit to ECCTA a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification.

All proposal prices shall include freight (FOB) to the designated delivery point. ECCTA will reject requests for additional compensation for freight charges unless it has requested expedited delivery.

Evaluation of Proposals

General

If a contract is to be awarded, it shall be awarded to the contractor that is the most qualified responsive proposer who demonstrates the attributes of trustworthiness as well as quality, fitness (including financial qualifications), and the capacity and experience to enable it to prosecute the work successfully and properly and to complete the work within the time period named in the contract documents. The most qualified and highest ranked proposer, after any applicable interviews, will be invited to negotiate the final scope of services, schedule, and fees with ECCTA. If ECCTA is unable to reach an agreement on cost and other technical requirements, negotiations will be initiated with other qualified firms in order of their ranking in the competitive range.

Evaluation of Proposals

ECCTA's technical review committee will employ the following selection criteria:

Experience and Staffing (40%)

- Proposer's knowledge of, and experience with, printing and applying bus advertising graphics
- Qualifications, knowledge and experience of proposer's staff with bus advertising and recruiting advertisers
- References

Approach to Scope of Work (40%)

- Completeness and thoroughness of the technical proposal
- Work Plan

Payment Proposal (20%)

ECCTA intends to procure the highest quality service possible for the best value possible.

The technical review committee may use numerical scores in applying the evaluation criteria. The significance of the difference in numerical scores is not the numerical difference itself and is based on the considered judgment of the technical review committee.

Thus, proposals with essentially equal total scores may be deemed significantly different because of the significance of differences in scores on individual evaluation criteria. Likewise, proposals with substantially different total numerical scores may be deemed essentially equal.

ECCTA has attempted to state the evaluation criteria in a manner that makes the relative importance of each criterion readily apparent. Any prospective proposer that is unsure about the meaning or relative importance of an evaluation criterion should request clarification as soon as possible.

Modification of Proposals

Modification of a proposal already received will be considered only if the modification is received prior to the time established for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

Postponement of Due Date

ECCTA reserves the right to postpone the date and time for receiving the proposals at any time prior to the date and time established in the Notice Inviting Proposals.

Protest Procedures

These procedures will apply to all procurement actions whether by sealed bid, request for proposal or sole source and regardless of the stage of the procurement process at which the protest is filed.

Protest Before Proposals Due

Protests based upon restrictive specifications or alleged improprieties in the proposal procedure shall be filed, in writing, 10 business days prior to the proposal due date. A detailed description of the facts underlying the protest plus any supporting documentation must be included with the written protest. The protest must be submitted to the ECCTA representative identified in the Notice Inviting Proposals.

Protest of Award

A proposer may file a protest with ECCTA alleging a violation of applicable federal or state law relative to the seeking, evaluating and/or awarding of a procurement contract. Such protest must be submitted to the ECCTA representative identified in the Notice Inviting Proposals no later than three business days after the date of the notice of intent to award of the contract by ECCTA.

The initial protest document must contain a detailed description of the legal and/or factual grounds for the protest, including references to the specific portion(s) of all document(s) that form the basis for the protest and all supporting documentation. The protest must state the form of relief requested. For protests containing elements not based on publicly released information, the protest must contain documentation clearly showing the date on which the protestor received the information.

The protest must contain the RFP solicitation number and title under which the protest is submitted, and must include the name, address, and telephone number of the person representing the protesting party, and the signature of the protestor or authorized representative of the protestor.

The written decision of the ECCTA representative or designee on the protest shall be served upon the protesting proposer and any proposer subject to the protest within five business days of receipt of the protest. The ECCTA representative or designee may extend the five business days if necessary to review additional information requested from any proposer or otherwise received.

If the subject matter of the project is receiving any state or federal funds which require a protest procedure different than the procedures stated above, then that protest procedure shall control.

The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. A proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the proposal protest, including appealing the ECCTA representative's decision, filing a Government Code Claim or other legal proceedings. A proposer may not rely on a protest submitted by another proposer, but must timely pursue its own protest.

Appeal of Decision

If any proposer is not satisfied with the decision of the ECCTA Representative, the proposer may appeal the decision, in writing, within three business days to ECCTA's CEO:

Office of the CEO
Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509

The CEO shall investigate and shall respond in writing, within five business days, specifying any differences between their findings and those of the Manager of Administrative Services. The CEO shall state the action to be taken by ECCTA or the fact that no action shall be taken. The decision of the CEO is the final decision of ECCTA.

Public Records Act Requests

In accordance with the California Public Records Act, ECCTA will make available to the public all correspondence and written questions submitted during the proposal period, all proposal submissions opened in accordance with the procedures set forth herein, and all subsequent proposal evaluation information. All submissions not opened will remain sealed and shall be returned to the submitter. Except as otherwise require by law, ECCTA will not disclose trade secrets or proprietary financial information submitted by proposers that has been designated as confidential by proposers. Any such trade secrets or proprietary financial information that the proposer believes should be exempted from disclosure shall be specifically identified and marked as such and included in a separate redacted proposal document. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific confidential information must be clearly identified as such.

The proposer will, at its sole expense, take all appropriate legal action and defend ECCTA's refusal to produce the information in all forums; otherwise ECCTA will make such information available to the extent require by applicable law, without restriction.

Information disclosed in the opened submissions are the property of ECCTA unless the proposal makes specific reference to information that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

Section 4

General Conditions

General Conditions
Bus and Shelter Advertising Services
RFP #2024-01

Interpretation of Contract Documents

Intent of Contract Documents

The intent of the contract documents is to prescribe the details for the completion of the work which the contractor undertakes to perform in accordance with the terms of the contract. Where the specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

Unless otherwise specified, the contractor shall furnish all labor, material, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

Coordination of Contract Documents

The Information to Proposers, General Conditions, Special Conditions, Scope of Work, and all other documents required by the RFP are essential parts of the contract. The documents are intended to be complementary, and a requirement occurring in one is binding as though occurring in all.

In the case of discrepancy or ambiguity in the contract documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying
2. Agreement (sample included in Section 9 of this RFP)
3. Special Conditions and Scope of Work
4. General Conditions and Information to Proposers

Any conflict between a bill or list of materials shown in the contract documents and the actual quantities required to complete the work required by contract documents, will be resolved in favor of the actual quantities.

Approximate Quantity Estimate

The quantities given in the proposal and contract forms are approximate only, being given as a basis for the comparison of proposals, and ECCTA does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by ECCTA.

General

Rendition of Services

By submitting a proposal, the proposer agrees to undertake, carry out, and complete all work established in a professional and timely manner satisfactory to ECCTA standards as described in this RFP.

Release of Information

Neither the successful contractor nor any unsuccessful proposer shall release any reports, information, or promotional materials prepared in connection with a contract award without obtaining prior permission from ECCTA.

Prohibited Interest

By submitting a proposal, the proposer represents and warrants that neither the CEO, nor any director, officer, agent nor employee of ECCTA, has in any manner any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of the proposer.

If any such interest comes to the knowledge of the proposer at any time, a full and complete disclosure of all such information shall be made in writing to ECCTA, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California.

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

No member or a delegate to the Congress of the United States shall be admitted to any share or part of the contract awarded under this proposal or to any benefits arising therefrom.

Proposer's Status

Neither the proposer nor any party contracting with the proposer shall be deemed to be an agent or employee of ECCTA. The proposer is and shall be an independent contractor, and the legal relationship of any person performing work for the proposer shall be one solely between said parties.

Ownership of Work

All reports, drawings, plans, specifications, and other materials prepared, or in the process of being prepared, for the services to be performed by the proposer shall be and are the property of ECCTA, and ECCTA shall be entitled access to, and copies of, during the progress of the work.

In the event that the work which is the subject of the contract is not completed, for any reason whatsoever, all designs and materials generated under this contract shall be delivered as ECCTA may direct.

Proprietary Information

Proposers are to identify all parts of the proposal the proposer considers proprietary and include written justification for the claim, as the proposal could be made public as a result of Freedom of Information Act requests.

Insurance, Bonds and Indemnity

Insurance Requirements

A. Insurance Certificates, Riders, Stipulations

The successful contractor shall furnish original certificates of insurance showing a commencement date no later than the effective date of the contract. The insurance shall be in compliance with the stipulations outlined in the scope of work.

With respect to all coverages, the certificates of insurance shall include a stipulation that the insurer will notify ECCTA no less than 30 calendar days prior to any change, termination or cancellation of the insurance policy or coverages provided under such policy.

With respect to all coverages, the certificates of insurance shall indicate that ECCTA, its directors, officers, agents, and employees are additional insureds under said policies and that the contractor's policies are primary and no insurance of ECCTA shall be called upon to contribute to any loss up to the limits of contractor's policy.

The contractor shall indemnify, keep and hold harmless, ECCTA, its directors, officers, agents, employees, and member jurisdictions against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or its employees, and the contractor shall, at its own expense, defend any and all such actions, and shall at its own expense pay all charges of attorneys and all costs and other expense arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against ECCTA in any such action, the contractor shall, at its own expense, satisfy and discharge the same.

B. Worker's Compensation

The contractor and subcontractors, at their own cost and expense, shall carry and maintain Statutory Worker's Compensation Insurance and Employer's Liability Insurance with limits not less than \$1,000,000 with an insurance carrier that is satisfactory to ECCTA that has a Best's rating of no less than A: VII.

C. General Liability

The contractor and subcontractors, at their own cost and expense, shall maintain liability insurance for the period covered by the contract in an amount not less than \$1,000,000 per occurrence combined single limit coverage. Such coverage shall include, but shall be not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property

resulting from activities contemplated under the contract. The insurance is to be placed with insurers with a Best's rating of no less than A: VII, shall be with insurers and under forms of policies that is satisfactory in all respects to ECCTA, and shall provide that notice to ECCTA 30 calendar days prior to cancellation or material change. The following endorsements shall be included with the policy:

- The policy shall cover on "an occurrence basis."
- The policy shall cover personal injuries as well as bodily injuries. The exclusion of contractual liability must be eliminated from personal injury endorsement.
- The policy shall cover contractual liability insuring the obligations assumed by contractor under the contract.
- ECCTA, its officers, agents, and employees shall be named as additional insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance held by ECCTA will be called upon to contribute.

D. Vehicle Liability

The contractor and subcontractors, at their own cost and expense, shall maintain liability insurance for the period covered by the contract in an amount not less than \$1,000,000 combined single limit. Coverage shall include owned vehicles, hired vehicles, and non-owned vehicles, as well as bodily injury, property damage, collision and comprehensive, and include coverage for damage to ECCTA vehicles.

The insurance is to be placed with insurers with a Best's rating of no less than A: VII, shall be with insurers and under forms of policies that is satisfactory in all respects to ECCTA, and shall provide that notice to ECCTA 30 calendar days prior to cancellation or material change.

E. All Risk Property Insurance

The contractor and subcontractors, at its own cost and expense, shall maintain insurance coverage for full replacement cost on the contractor's tools, equipment, or other property whether it is owned or leased, brought onto ECCTA property, or used in connection with the project. The insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Separation of Insureds

The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies had been issued to each insured.

B. Additional Insured Status

ECCTA and its member jurisdictions, together with their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising, directly or indirectly, out of work, operations, services, acts, errors or

omissions in performance by or on behalf of the contractor, including services, materials, parts or equipment furnished in connection with such work or operations. General liability coverage must be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms, if later revisions are used).

ECCTA and its member jurisdictions, together with their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the vehicle liability policy with respect to liability arising out of contractor's use of vehicles in connection with this RFP.

C. Primary Coverage

For any claims related to this contract, the contractor's insurance coverage shall be primary and noncontributing insurance as respects ECCTA and its respective officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by ECCTA and its respective officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

D. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 calendar days' notice to ECCTA by certified mail. The contractor shall obtain an endorsement to each policy required by this RFP reflecting the contract by the insurer to provide such notice. In addition, the contractor is responsible to notify ECCTA within 5 business days of any cancellation, non-renewal, reduction in limits, or material change that affects required insurance coverage.

E. Waiver of Subrogation

The contractor will grant to ECCTA a waiver of subrogation of any right to subrogation which any insurer of said contractor may acquire against ECCTA and its respective officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance, including the coverages required in this RFP.

The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ECCTA has received a waiver of subrogation endorsement from the insurer.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by ECCTA. ECCTA may require the contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductibles or self-insured retention shall be the responsibility of the contractor to satisfy.

G. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to ECCTA.

H. Verification of Coverage

The contractor shall furnish ECCTA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by these insurance requirements. The certificates, endorsements and applicable policy language to be provided must include proof of (1) the coverages required; (2) the required limits; (3) separation of insureds; (4) additional insured status; (5) primary coverage; (6) notice of cancellation; and (7) waiver of subrogation. All certificates and endorsements are to be received and approved by ECCTA before work commences, and must be provided annually thereafter for the duration of the contract. However, failure to obtain the required documents prior to the work beginning or thereafter shall not waive the contractor's obligation to provide them. ECCTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Commencement of Work

Notice to Proceed

As soon as practical after execution of the contract, and after receipt of acceptable insurance certificates by ECCTA, a written "Notice to Proceed" will be mailed to successful proposer. The effective date of the notice to proceed will be the date stated in the notice.

Commencement of Work, Progress, and Time for Completion

The contractor shall begin work immediately after receipt of the Notice to Proceed or the date specified therein and shall diligently prosecute the same to completion within the time set forth in these contract documents.

Hours of work - Overtime and holidays. The contractor shall perform all work at a time mutually agreeable to both parties on a case-by-case basis, based on bus availability. If the contractor wishes to work during any other hours or on weekends, written permission must be received from ECCTA.

The request must be received at least two business days in advance of any work. No work will be allowed on ECCTA holidays except in the case of an emergency. A listing of ECCTA holidays is on file in the office of ECCTA.

If contractor requests overtime work in which ECCTA will incur costs, ECCTA reserves the right to bill the contractor at time and one half to cover the costs incurred.

Changes

General

ECCTA reserves the right to make such alterations, deviations, additions to or omissions from the contract documents, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed necessary or advisable and to require such extra work as may be determined by ECCTA to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by ECCTA.

All changes in the work shall be made as provided in the contract documents. Notice is hereby given that under certain circumstances, changes may require the approval of the legislative body, and may further require notice to affected property owners and the conduct of a public hearing.

Extra Work

New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a proposal price. The contractor shall do no extra work except upon written order from ECCTA. Compensation for authorized extra work will be paid as previously agreed upon in writing.

Owner Rights

Authority of ECCTA

ECCTA shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner or performance and loss of progress of the work; all questions which may arise as to the interpretation of the technical specifications; all questions as to the acceptable fulfillment of the contract on the part of the contractor; and all questions as to compensation. ECCTA's decision shall be final and shall have authority to enforce and make effective such decisions and orders which the contractor shall carry out promptly.

Repair or Reconstruction of Defective Materials

All materials furnished by the contractor shall be new, high grade and free from defects. Workmanship shall be in accordance with generally accepted industry standards. The contractor shall establish and maintain quality assurance policies and procedures to insure compliance with these specifications. The contractor shall extend to ECCTA full access to its manufacturing facilities during normal working hours so that ECCTA can inspect and monitor the contractor's compliance with its established quality assurance procedures and ECCTA's specifications.

Any materials not conforming to the requirement of these specifications or found to be damaged or defective at the time of delivery shall be replaced by the contractor without additional cost to ECCTA.

If the contractor fails to comply promptly with any order of ECCTA to replace or repair damaged or defective material, equipment, or work, ECCTA shall, upon written notice to the contractor, have ECCTA deduct the cost of such replacement or repair from any compensation due or to become due the contractor.

Nothing in this section shall limit or restrict the provisions of the warranty of fitness as set forth in the Information for Proposers.

Risk of Loss

All loss of damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to final written acceptance of the supplies, materials, or equipment, or from any act or omission not authorized by the contract documents on the part of the contractor or any agent or person employed by it, shall be sustained and borne solely by the contractor.

Compliance with Applicable Laws and Regulations

The contractor shall keep fully informed concerning all requirements of law including, but not limited to, all federal, state, and local laws, regulations, and ordinances which affect the performance of work under the contract.

The contractor shall at all times observe, and shall cause all employees and subcontractors to observe, all such requirements of law and shall protect, indemnify, and hold harmless ECCTA, its directors, officers, agents, and employees against all claims and liabilities arising from, or based on, the violation of any such requirement of law whether by the contractor or their employees or subcontractors.

If any discrepancy or inconsistency is discovered in the contract documents of the work in relation to any such requirements or laws, the contractor shall immediately report the same to ECCTA.

The contractor shall, if requested by ECCTA, provide certification and evidence of such compliance. If any part of the contract documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which shall remain in full force and effect.

Prior to award of a contract, the proposer shall furnish upon ECCTA's request verification of payment to its employees California's minimum wage as required by law. In addition, upon ECCTA's request, the proposer shall promptly furnish verification that its employees have legal rights to work in the United States of America and in the State of California.

Labor

Fair Employment Practices: California State Fair Employment Housing Act

The contractor shall comply with the State Fair Employment and Housing Act (California State Government Code Sections 12900 through 12996), and the regulations promulgated by the California State Fair Employment and Housing Commission to implement said Act.

The contractor shall comply with Section 1735 of the California State Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works in violation this section is subject to all the penalties imposed for a violation of this chapter.”

The contractor shall include, and shall cause all sub-consultants to include, the provision of California's Fair Employment Practices Article in every subcontract entered into, related to this contract.

The contractor shall complete and submit with Proposal documents the “Fair Employment Practices Certificate” form in Section 8 of this RFP.

Violation of the State Fair Employment and Housing Act

Upon finding a violation of the California State Fair Employment and Housing Act by contractor, or a finding in a final judgment by a court of competent jurisdiction in an action to which contractor is a party, that contractor has unlawfully discriminated against any employee or applicant for employment, ECCTA will notify contractor that unless it demonstrates to the satisfaction of ECCTA within a stated period that the violation has been corrected, contractor’s right to proceed with the work may be suspended or terminated, in whole or in part. ECCTA will deem a finding of violation of the California State Fair Employment and Housing Act to have occurred in performance of this contract upon receipt of written notice from the California State Fair Employment and Housing Commission that it has investigated and determined that contractor has violated this act in performance of this contract, and that said Commission has issued a final order under California State Government Code Section 12970 or obtained a final judgment under California State Government Code Section 12973; provided, however, that for purposes of this Fair Employment Practices Article, a judgment, order or injunction shall not be considered final: (a) if, and for the period that, the same is stayed or subject to further administrative or judicial review, or (b) if the same is vacated, reversed or set aside in whole or in substantial part as a result of subsequent administrative or judicial proceedings.

Contractor Responsibilities

Patents

The contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work. The contractor shall indemnify, defend, and hold ECCTA, its elected and appointed officials, and employees harmless against any claim in which a violation of intellectual property rights including, but not limited to, copyright or patent rights is alleged that arises out of contractor’s work under this contract.

Safety

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor’s failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions.

The contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

Warranty of Title

The contractor warrants to ECCTA, its successors, and assigns that the title to the materials, supplies, or equipment covered by the contract, when delivered to ECCTA or to its successors or assigns, is free from all liens and encumbrances.

Warranty of Fitness

The contractor warrants that all materials, supplies, and products furnished meet the requirements and conditions of the contract documents and are fit for the purpose intended.

Environmental Compliance

The contractor shall comply with all laws, regulations, orders and decrees of any federal, state or local government authority or court concerning environmental compliance including, but not limited to, (i) air pollution and emission of air contaminants, including without limitation the regulations of the California Air Resources Board and the Bay Area Air Quality Management District; (ii) management of waste water and groundwater, including without limitation the requirements of the State Water Resources Control Board, the San Francisco Bay Regional Water Quality Control Board and local sanitary districts; and (iii) management and disposal of solid and hazardous wastes generated or discovered in connection with the work, including without limitation Title 22 of the California Code of Regulations, Title 40 of the Code of Federal Regulations and the requirements of the California Integrated Waste Management Board.

The contractor shall act as the generator of all hazardous waste created by or produced in connection with the prosecution of the work and shall comply with all requirements applicable to generators, including without limitation the payment of any taxes and fees applicable to such generators or their activities, provided, however, that the contractor shall not be required to act as generator of hazardous waste existing on the site of the work prior to the date of the contract. In the event hazardous waste existing on the site of the work prior to the date of the contract is discovered, the contractor shall immediately notify ECCTA.

With the submission of the contractor's invoice or within 25 business days of delivery, the seller must provide to ECCTA a Safety Data Sheet (SDS) for each product which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7)

Removal of Rejected and Unauthorized Work

All work which has been rejected shall be remedied or removed from the site and replaced by the contractor in an acceptable manner and no compensation will be allowed for such removal, replacement, or remedial work.

Any work done beyond the contract specifications and drawings, or any extra work done without written authority, will be considered as unauthorized work and will not be paid for. Upon order of ECCTA, unauthorized work shall be remedied, removed, or replaced at the contractor's expense.

Upon failure of the contractor to comply promptly with any order of ECCTA made under this section, ECCTA may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any monies due or to become due the contractor.

Claims Procedures

Should it appear to Contractor that the Work to be performed or any of the matters relative to the contract documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the contract documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this contract, performance of the contract, and/or compliance with contract procedures, or should contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER (collectively, "Disputed Work"), Contractor shall seek resolution as otherwise provided in contract documents or, if no procedures are specified, through regular project communication procedures. If a dispute remains, Contractor shall give submit a written claim to ECCTA. Routine contract materials, for example, correspondence, RFI, change order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

Contractor's written claim must identify itself as a "claim" under this Article Claims Procedures and must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; (v) a time impact evaluation of all time delays that shows actual time impact on the critical path; (vi) documentation supporting items (i) through (v); and (vii) a verification under penalty of perjury of the claim's accuracy. The claim shall be priced like a change order, and must be updated monthly as to cost and entitlement if a continuing claim.

Any claim shall be decided by ECCTA's CEO, who shall reduce their decision to writing and mail or otherwise furnish a copy thereof to contractor. The decision of the CEO shall be final and conclusive unless within 30 calendar days from the date of receipt of such copy, the contractor mails or otherwise furnished a written appeal to ECCTA's Board of Directors.

Notwithstanding any dispute, Disputed Work or claim, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with ECCTA's determinations. Contractor's sole and exclusive remedy for Disputed Work is to file a written claim within the time limits set forth in this Article setting forth Contractor's position as required herein.

Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 20104, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this contract. In the event any other contract provision violates such statutes, the applicable statute controls.

Abandonment or Delay of Work

ECCTA may terminate the contract for the following causes:

- The contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the contractor.
- The contractor or any of its subcontractors violate any of the material provisions of the contract or fail to perform the work within the time specified in the contract documents.
- The contractor or any of its subcontractors should fail to make prompt payment to subcontractors or material suppliers for material or for labor.
- The contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of ECCTA.
- The contractor fails to abide by a proper stop work notice or fails to correct rejected work or materials.
- The contractor fails to provide and keep in full force and affect all required insurance or fails to cause all subcontractors to so comply.
- The contractor fails to supply a sufficient number of properly skilled workers or proper materials, or fails to diligently prosecute the work.
- The contractor commits any substantial violation of the contract which constitutes a material breach of the contract.

ECCTA may, without prejudice to any other right or remedy, give written notice to the contractor of its intention to terminate the contract. Unless within seven business days of the delivery of such notice, the contractor shall cease such violation or otherwise make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the contractor and ECCTA, the contractor's right to complete the work shall cease and terminate.

In the event of any such termination, ECCTA shall immediately give written notice thereof to the contractor. If ECCTA takes over the work, it may prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the contractor and the contractor shall be liable to ECCTA for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, ECCTA may, without liability, take possession of and utilize in completing the work, the contractor's materials and equipment to be incorporated into the work, whether stored at the site or elsewhere. Whenever the contractor's right to proceed is terminated, the contractor shall not be entitled to receive any further payment until the work is finished.

If ECCTA terminates the contract for cause, ECCTA may retain out of any funds due or to become due the contractor the amount of the cost of completing the work and any expense incidental to reletting the contract or performing the work, and may also hold the contractor and the contractor's sureties responsible for such cost and expense, and for any damages resulting from the abandonment or failure, upon the bond. The contractor shall not receive any further payment until the work is complete.

Payment and Invoicing

General

Contractor's compensation to ECCTA will be based on a percentage of gross advertising revenue generated or a minimum annual guarantee, whichever is greater.

Contractor shall make monthly payments to ECCTA by the 10th working day of each month. Said payments shall be for one-twelfth of the annual guaranteed minimum for that year or a percentage of the Contractor's specified gross advertising revenue, whichever is greater as set forth in this Contract. Said monthly payments shall be accompanied by a schedule which shows the advertisements which were displayed, the gross revenue earned for the advertisements. Late payments shall bear interest of 1.5% per month, accruing from the due date. Notwithstanding any interest owed on late payments, ECCTA reserves the right to cancel this contract for breach if Contractor fails to make a payment to ECCTA. Unless otherwise agreed, payment shall be delivered by first class mail through the facilities of the US Post Office, postage prepaid, addressed to the applicable party. Payment shall be deemed to be made in Antioch, California, whether or not payment is addressed to a different location or delivered in another manner.

All payments shall be sent to:

Attention: Manager of Customer Service and Marketing
Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509

Stop Notices

ECCTA, by and through appropriate ECCTA office or officers, may at its option and at any time retain out of any amounts due the contractor, sums sufficient to cover claims stated in stop notices filed pursuant to Section 9100 et seq. of the California Civil Code and to provide for the cost of any litigation thereunder.

Conflict of Interest

No employee, director, officer, or agent of ECCTA shall participate in selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, agent, any member of their immediate family, their partner, an organization which employs, or is about to employ, any of the above interest in the firm is selected for award.

ECCTA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or have a financial or other interest in the firm selected for award.

Prohibited Interest

By submitting a proposal, the contractor represents and warrants that neither the CEO, nor any director, officer, agent, nor employee of ECCTA, has in any manner any interest, contractual or non-contractual,

financial or otherwise, in this transaction or in the business of the contractor. If any such interest comes to the knowledge of the contractor at any time, a full and complete disclosure of all such information shall be made in writing to ECCTA, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California.

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

No member or a delegate to the Congress of the United States shall be admitted entitled to any share or part of the contract awarded under this proposal or to any benefits arising therefrom.

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 or proposals colluded with any other party or parties, then the contract so awarded shall be null and void and the proposer shall be liable to ECCTA for all loss or damage which ECCTA may suffer thereby and the Board of Directors may advertise for a new contract for said labor, supplies, materials, or equipment.

Legal and Miscellaneous

Severability Clause

If any provision or any part of any provision of these contract documents is, for any reason, held to be invalid, unenforceable, or contrary to any public policy, law, statute, regulation or ordinance, then the remainder of these specifications shall not be affected thereby and shall remain valid and fully enforceable.

Section 5

Special Conditions

Special Conditions

Bus and Shelter Advertising Services

RFP #2024-01

Prompt Payment to Subcontractors

The prime contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from ECCTA. Any delay or postponement of payment from the above reference time frame may occur only for good cause following written approval of ECCTA. This applies to all subcontractors.

If the contractor fails or refuses to comply with requirements of this prompt payment clause, ECCTA will issue an order stopping all or part of the payment or work until satisfactory action is taken. If the contractor still fails to comply, ECCTA may issue a termination for default proceeding.

ECCTA encourages all businesses to use minority-owned financial institutions when seeking financial services.

Contractor's Organization and Equipment

Licenses and Registration

At the time of bidding and throughout the period of the contract, proposers and/or their technicians must possess the following licenses and registration:

- Business License

Failure to possess the above specified licenses and registration number at the time of proposal submission shall render the proposal as non-responsive.

Character of Workers

If any subcontractor or person employed by the contractor shall appear to ECCTA to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of ECCTA, and such person shall not again be employed on the work.

Section 6

Scope of Work

Scope of Work

Bus and Shelter Advertising Services

RFP #2024-01

GENERAL REQUIREMENTS

- 1) The Contractor shall have exclusive rights to place ECCTA approved exterior bus advertising on 56 ECCTA fixed route buses, 26 paratransit cutaways, and 13 ECCTA map shelters, subject to the terms and conditions set forth in this Request for Proposals. A list of vehicles/vehicle numbers and shelter locations that make up the 56 fixed route, 26 para and 13 shelters available for advertisement will be given to the Contractor once under contract. Electric buses, microtransit vehicles, supervisor vehicles, as well as minivans will not be available for advertisement at this time. ECCTA reserves the right to change the availability of vehicles available for advertisement at any time.
- 2) ECCTA reserves the right to use any unsold exterior bus side advertising space for any self-promotional advertising or promotion or purpose it deems to be in the interests of ECCTA at the cost of labor and installation only, not media cost. Production of any advertising materials for this purpose is the responsibility of ECCTA.
- 3) Space availability for advertising on ECCTA vehicles may change during the period of this Contract for reasons including, but not limited to, the acquisition of new vehicles, the retiring of old vehicles or new bus designs or configurations which do not allow for exterior advertising capability and the decision to advertise on additional vehicles.
- 4) The Contractor shall employ its best efforts to develop and make sales of advertising space and shall operate a fully staffed business office including:
 - a) An experienced local ad sales force with the capability of acquiring local and national advertising accounts.
 - b) An office facility and work force capable of insuring proper installation, maintenance and removal of advertising displays.
- 5) The Contractor shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. Additionally, the Contractor shall:
- 6) Remove all dated advertising materials within five calendar days from its expiration date. Dated Materials refers to advertising materials that are relevant to a specific time period or relevant to an event that has been completed.

SPECIFIC REQUIREMENTS

- 1) Location for Advertisement. Bus Advertising will be permitted on left and right exterior sides of buses as well as the rear tails of buses on fixed route buses. Full wraps may be considered with approval by Tri Delta Transit. Shelter advertising must be the entire area of the shelter map space or a pleasing configuration. Paratransit vehicle advertising will be permitted on the left and right exterior side of the vehicle. Restrictions to advertising are as outlined in Exhibit A.
- 2) Material and Appearance of Advertisement. ECCTA requires that all exterior advertising installed as part of the proposal be of the non-permanent adhesive vinyl type, "direct application." The Contractor

shall assure that all exterior advertisements are manufactured, installed, and removed in accordance with current industry standards. Additionally, each ad:

- a) shall be free from wrinkles, blisters or similar defects
- b) shall be "squared" to the vehicle contour lines
- c) shall present a sharp and clear appearance

The vinyl, though non-permanent, needs to adhere to the bus and not come off due to weather, wind resistance, or be physically peeled off.

- 3) Placement of Advertisement. The placement of exterior advertising materials shall not go beyond the criteria defined in Exhibit A unless approved by ECCTA.
- 4) Restoration of Bus Side. Upon removal of vinyl advertisement, Contractor will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to ECCTA's vehicles, their paint schemes or exterior surface. The Contractor will be notified of any such damage and will be allowed 72 hours after notification. Contractor to enable the Contractor time to inspect and repair the damage. If the repairs are not completed within 72 hours. the Contractor shall be required to reimburse ECCTA for the full dollar cost, plus a 15% administrative overhead fee, to repair any damage to ECCTA's vehicles and/or property resulting from application or removal of the vinyl advertisement or any other activities of the Contractor.
- 5) Restoration of Shelter. Upon removal of vinyl advertisement, Contractor will be responsible for the cost of restoring the exterior surface of the shelter covered by the vinyl advertisements to the condition of the shelter previously. The adhesive used to apply the vinyl type advertisement shall not cause damage to ECCTA's property, the paint or exterior surface. The Contractor will be notified of any such damage and will be allowed 72 hours after notification. Contractor to enable the Contractor time to inspect and repair the damage. If the repairs are not completed within 72 hours. the Contractor shall be required to reimburse ECCTA for the full dollar cost, plus a 15% administrative overhead fee, to repair any damage to ECCTA's vehicles and/or property resulting from application or removal of the vinyl advertisement or any other activities of the Contractor.
- 6) Fleet Availability. Sole discretion for assignment of buses shall remain with ECCTA. Any reference in this document to any particular number or count of buses (e.g. the available fleet size) shall not be construed to carry any guarantee, expressed 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. Up to twenty percent (20%) of the available fleet may not be in service during peak service hours. ECCTA shall be the sole judge of such matters of safety, convenience, appearance, and the number and location of the vinyl on any vehicles. Advertisers cannot be promised a specific route, as buses are randomly assigned routes throughout our entire service area on a daily basis.
- 7) Self-Promotion. The Contractor will not be allowed to engage in unpaid self-promotion without prior written approval from ECCTA.
- 8) Maintenance of Advertisements. The Contractor shall be solely responsible to keep and maintain all vinyl placed on ECCTA property in good condition, and will bear the full cost of any and all maintenance and repair of any of the vinyl. In the event the Contractor fails to satisfy the requirements of subsections C and D below, ECCTA may elect to repair, alter or remove the vinyl and to charge the Contractor for all labor and material costs for all such work. The Contractor agrees

to pay ECCTA the cost of performing such work provided ECCTA gives the Contractor verbal notice, followed by a written fax notice, of the intent to repair, alter or remove the vinyl advertisement prior to actually undertaking such activity.

9) Placement of Advertisement.

- a) No vinyl will be allowed to interfere with vehicle ID numbers, CA operator ID number, any safety information, devices, lights, signals, or distinctive logos on ECCTA vehicles. This includes, but is not limited to, reflective materials, side directional lights, side reflectors, railroad crossing message, and other features. In addition, vinyl cannot interfere with the normal utilization of fuel doors, vents, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance.
- b) Vinyl applied over body panel seams shall be sliced and tucked into those seams.
- c) Vinyl on windows must comply with safety specifications and allow for site from inside the bus out.
- d) Vinyl's smaller than the allocated area shall be centered in the allocated area, but cannot partially cover the Tri Delta Transit logo or any other decals.

DEFACED OR DAMAGED ADVERTISEMENTS

The Contractor shall develop and implement a fully staffed maintenance, cleaning, repair or replacement program plus a Quality Control Program that ensures that the advertising material installed on ECCTA vehicles is in good condition at all times. The Contractor will be required to remove any defaced or damaged advertisements, within 24 hours of notice given by ECCTA.

LIMITATIONS AND REVIEW OF ADVERTISEMENT

Limitations of Advertisement. Contractor shall not display or maintain any advertisement that violates ECCTA's Advertising Policy (see Appendix A) which may be amended from time to time, and that includes one or more of the following categories:

- a. The advertisement proposes a commercial transaction, and the advertisement or information contained in the advertisement is false, misleading or deceptive.
- b. The advertisement or information promotes unlawful or illegal goods, services, or activities.
- c. The advertisement or information implies or declares an endorsement by ECCTA of any service, product, or point of view without prior written authorization from ECCTA.
- d. The advertisement contains an image of a person, who appears to be a minor, in sexually suggestive dress, pose or context.
- e. The advertisement or any information is directly adverse to the commercial or administrative interests of ECCTA or is harmful to the morale of ECCTA employees and ECCTA's Operations Contractor.
- f. The advertisement contains images or information that demean an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age disability or sexual orientation.
- g. The advertisement contains images or information that are violent, frightening or otherwise disturbing as to be harmful to minors.
- h. The advertisement contains images or information that would be deemed by a significant segment of the public to be offensive, improper, or in bad taste.

- i. The advertisement promotes the use of alcohol, tobacco and/or cannabis products.
- j. The advertisement contains political information or local or national controversial subject or subjects not in accordance with the Statutes, Ordinances and court decisions pertaining to the ECCTA service area.

Review of Advertisement. Contractor shall review each advertisement submitted for installation, display, and maintenance on ECCTA properties to determine whether the advertisement violates one or more of the categories set forth in Section 1 above. If the advertisement is determined to be in violation, the following procedures will be followed:

- a. Contractor shall promptly notify ECCTA, through the designated Contract Administrator, of its determination and the reason(s) for its designation. The Contract Administrator shall immediately notify the Manager of Customer Service and Marketing.
- b. Upon receipt of notification, ECCTA shall advise the Contractor whether ECCTA concurs with the Contractor's determination.
- c. In the event ECCTA concurs in the determination of the Contractor, the Manager of Customer Service and Marketing, in consultation with the advertiser, will permit one or more revisions to the advertisement, in order to bring the advertisement into conformity with the standards. The advertiser shall then have the option of submitting a revised advertisement for review in accordance with these procedures.
- d. 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 the ECCTA Chief Executive Officer. In reaching a formal determination, the ECCTA Chief Executive Officer may consider any materials submitted by the advertiser, and may consult with the Contractor, and/or with the ECCTA Legal Counsel.
- e. The ECCTA Chief Executive Officer shall promptly provide the Contractor with a written notice of the formal determination, and the Contractor shall relay the formal determination to the advertiser.
- f. Contractor may appeal ECCTA Chief Executive Officer's formal decision in writing to the ECCTA Board of Directors. The determination of the ECCTA Board of Directors shall be final.

OFFICE LOCATION

- 1. Contractor shall provide, off ECCTA premises, an office, warehouse, and operations facilities necessary to prepare and complete the required work for the production of graphics, during the term of this Contract and any extensions thereof.
- 2. Contractor shall provide an emergency phone number for ECCTA to reach Contractor the case of an emergency situation, Contractor will respond to an emergency situation within 24 hours of ECCTA's request.

LOCATIONS OF BUS FACILITIES

ECCTA currently operates vehicles from its facility at 801 Wilbur Avenue, Antioch, California.

CONTRACTOR INGRESS AND EGRESS

Contractor shall check-in before entering and check-out upon leaving ECCTA premises or leased property with the appropriate personnel.

Contractor shall provide company identification for its employees at all times while on ECCTA property.

Contractor shall conduct all of its work on ECCTA buses when ECCTA's transit vehicles are not in revenue service. Contractor shall not interfere with ECCTA operations when installing, removing, or maintaining ads.

CONTRACTORS WORK ON ECCTA PROPERTY

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 ECCTA property.

ECCTA shall make every attempt to provide sufficient room between bus rows so as to allow for installation or removal of ads while buses are parked, at each applicable site. Indoor workspace is not available. ECCTA and Contractor shall agree on how best to resolve any problems arising regarding the location of buses. The Contractor shall perform the work in such a manner as to eliminate unnecessary noise, obstruction, hazardous conditions or other disturbances to ECCTA's operation or its personnel. During the performance of the work, the Contractor shall bear full responsibility for the protection and safety of the public, ECCTA personnel and ECCTA equipment and facilities. Any damage arising from the Contractor's performance of the work shall be repaired or remedied immediately at the Contractor's sole expense.

Contractor shall make available the necessary number of employees to conduct the Quality Control Program required by Subsection C.

During the performance of the work under this Contract, the Contractor shall keep the working area in a neat and safe condition. The Contractor shall make arrangements to dispose of any waste generated by its performance or activities off ECCTA property.

CONDUCT OF EMPLOYEES

Contractor shall ensure that its officers, agents or employees while on ECCTA property or using equipment will conduct themselves in a safe and proper manner and if a complaint is made by ECCTA personnel, the Contractor will take such corrective measures as are necessary. Contractor and any personnel are required to wear compliant safety vests at all times while on-site anywhere around the facility or ECCTA properties. If the Contractor does not take such corrective measure, ECCTA may deem the Contractor in breach of its obligations under the Contract. Contractor further covenants and agrees that in the exercise of the rights and privileges granted hereunder its employees or representatives will not deface or damage the property of ECCTA or deposit or scatter any rubbish, debris, waste, litter or other material in or about said premises. The Contractor agrees to assume full liability and responsibility for actions on the part of its employees and shall pay for any clean up required to restore the property to its condition prior to entry by Contractor or as otherwise determined to be necessary by ECCTA.

WARRANTY

The Contractor assumes all responsibility for all of the materials and services provided under this Contract, whether those materials and services are provided by the Contractor, purchased ready-made, or provided by a subcontractor.

The Contractor warrants that all products and/or processes utilized in production, installation, maintenance, repair and removal of all exterior advertisements during the term of the Contract shall not damage the exterior finished surface ECCTA vehicles or shelters.

EXHIBIT A

ADVERTISING



56 Fixed Route, 40' buses



26 Paratransit Cutaways



13 Shelters with Map/Advertising Space

Section 7

Proposal Forms

PROPOSAL COVER FORM
For
RFP #2024-01

Eastern Contra Costa Transit Authority (ECCTA)
Antioch, CA

DATE SUBMITTED: _____

NAME OF INDIVIDUAL SUBMITTING PROPOSAL: _____

CONTACT PERSON: _____

NAME UNDER WHICH BUSINESS IS CONDUCTED: _____

STREET ADDRESS: _____

MAILING ADDRESS, IF DIFFERENT: _____

TELEPHONE: _____

FAX: _____

PLEASE COMPLETE THE FOLLOWING TWO BOXES.

The names of all persons interested in the foregoing proposal as principals are as follows:	
1.	2.
3.	4.

Proposer holds California Business License No.:
<i>Proposer declares under penalty of perjury that the foregoing is true and correct.</i>

CONDITIONS:

1. The undersigned understands that they will be bound by the proposal as expressed by these forms if an award is made by ECCTA. The contract will be in accordance with this proposal.
2. The Request for Proposals, Information for Proposers, General Conditions, Scope of Work, Special Conditions, Proposal Forms, Required Certifications, and Addenda, if any, are made a part of this proposal.
3. The undersigned understands that any clarification made to the proposal form or any new and different conditions or information submitted in or with the proposal form, other than that requested, may render the proposer unresponsive.

4. The undersigned acknowledges the receipt of the following addenda:

- 5. The undersigned understands that ECCTA reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of ECCTA.
- 6. The undersigned understands that all proposals shall remain in effect for sixty calendar days from the day of the proposal due date.
- 7. The undersigned has carefully examined the location of the proposed work, the annexed proposed form of contract, and the contract documents therein referred to.
- 8. The undersigned certifies that the proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, storage, delivery, and all other costs necessary to perform the work in accordance with the contract documents.
- 9. The undersigned will place the proposal package in one or more sealed envelopes marked and deliver them to ECCTA in manner, and by the times, provided in the RFP.

PAYMENT PROPOSAL FORM
For
RFP #2024-01

WORK ITEM PRICES

The following minimum guarantee and percent revenue proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, and all other costs necessary to perform the work in accordance with the contract documents.

	Minimum Annual Guarantee	% Share
Year 1	\$	%
Year 2	\$	%
Year 3	\$	%
Option Year 1	\$	%
Option Year 2	\$	%

Hourly Rate for Additional Services: \$ _____

IF INDIVIDUAL OR SOLE OWNER OF BUSINESS:

Signature and Printed Name

IF PARTNERSHIP OR JOINT VENTURE:

The undersigned certify that we have full and proper authority to sign this proposal form.

Partnership or Joint Venture Composed of:

Signature, Printed Name, Title, and Company Name

Signature, Printed Name, Title, and Company Name

Partnerships and Joint Ventures must complete and submit the Power of Attorney form included with these proposal documents.

IF CORPORATION:

The undersigned certify that we sign this proposal form with full and proper authorization to do so. We also have included a fully executed Power of Attorney form identifying the Managing Sponsor in our proposal packet.

Signature, Printed Name, and Title

Signature, Printed Name, and Title

The Corporation is incorporated under the laws of the State of: _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That _____ (name of partnership/joint venture/corporation) which is desirous of entering into a contract with the Eastern Contra Costa Transit Authority, do so hereby designate and appoint _____ (one of the general partners/ventures' or officer of the corporation) hereinafter called the "Managing Sponsor," as their true and lawful attorney with the power, on their behalf and in the name and on behalf of the _____ (name of partnership/joint venture/corporation), to execute a proposal for RFP #2024-01 and to execute and enter into a contract with the Eastern Contra Costa Transit Authority, and to represent and bind the partnership/joint venture/corporation, in all matters in connection with such proposal and contract, and the undersigned specifically acknowledge and agree that the execution of such proposal or contract by the Managing Sponsor shall constitute the agreement of each general partner/venturer/corporation to be jointly and severally liable for any and all of the duties and obligations of the partnership/joint venture/corporation arising from such proposal or contract.

In witness whereof the undersigned have executed this Power of Attorney this ____ day of _____, 20__.

Company Name: _____

By: _____

Title: _____

Subscribed and Sworn to before me

This ____ day of _____, 20__.

Notary Public in and for State of _____

Residing at _____

Section 8

Required Certifications

Required Certifications

All forms must be properly signed and notarized (as required) and returned with the Proposal Form.

- Certification Concerning Control of Employee or Contractor
- Certification Regarding Workers' Compensation
- Fair Employment Practices Certificate
- Non-Collusion Affidavit

CERTIFICATION CONCERNING CONTROL OF EMPLOYEES

The proposer, by entering into this contract with ECCTA to perform or provide work, services, or materials to ECCTA, does hereby certify and assure that in performing the services under this contract, the proposer shall act as an independent proposer and shall have full control of the work and proposer's employees. Proposer, and its employees, in no circumstances whatsoever shall imply or be considered as an agent(s) or employee(s) of ECCTA. Proposer employees in no circumstances shall be entitled to part of any pension plan, insurance, bonus or any similar benefits which ECCTA provides its own employees.

Any infraction of this certification shall be cause for termination of this contract.

PRINTED NAME

SIGNED

AUTHORIZED REPRESENTATIVE OF PROPOSER

TITLE

DATE

CERTIFICATE REGARDING WORKERS' COMPENSATION

Contract with the EASTERN CONTRA COSTA TRANSIT AUTHORITY, 801 Wilbur Avenue, Antioch, California 94509, for the use of external advertising space on ECCTA's buses and shelters.

RFP #2024-01

Labor Code Section 3700:

“Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.”

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____, 20__.

BY: _____

OFFICIAL TITLE: _____

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the proposer with the Authority prior to performing any work under this contract.)

FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the proposer agrees as follows:

1. The proposer will not willfully discriminate against any employer or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disabilities, marital status, or medical condition as defined in Government Code §12926. The proposer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action 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 proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
2. The proposer will send to each labor union or representative workers with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the proposer's commitments under this section; and the proposer shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The proposer will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, ECCTA or any other appropriate agency of the State of California designated by ECCTA for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by ECCTA as a basis for determining the proposer to be not a "responsible proposer" as to future contracts for which such proposer may submit proposals, for revoking the proposers pre-qualification rating, if any, and for refusing to establish, re-establish, or renew a pre-qualification rating for the proposer.

ECCTA shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the proposer has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, ECCTA shall notify the proposer that, unless it demonstrates to the satisfaction of ECCTA within a stated period that the violation has been corrected, the proposer's pre-qualification rating will be revoked.

5. The proposer agrees that should ECCTA determine that the proposer has not complied with the Fair Employment Practices section of this contract then, pursuant to Labor Code Section 1735 and 1775, the proposer shall, as a penalty to ECCTA, forfeit, for each calendar day, or portion

thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the proposer. ECCTA may deduct any such damages from any monies due the proposer.

6. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion as to prevent ECCTA from pursuing any other remedies that may be available at law.
7. Prior to award of the contract, the proposer shall certify to ECCTA that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by ECCTA.
 - a. The proposer shall provide evidence, as required by ECCTA, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The proposer shall provide evidence, as required by ECCTA, that it has notified all sources of employee's referral (including unions, employment agencies, advertisements, Employment Development Department) of the content of the anti-discrimination clause.
 - c. The proposer shall file a basic compliance report as required by ECCTA. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire or whether or not to hire.
 - d. Personally, or through its representatives, the proposer shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:
 - i. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.
 - ii. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.
 - e. The proposer shall notify ECCTA of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.
8. The proposer will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract so that such provisions will be binding upon each subconsultant.
9. Statement and Payrolls. The proposer shall maintain its records in conformance with the requirements included in the Information to Proposers and the following Special Conditions:
 - a. The submission by the proposer of payrolls, or copies thereof, is not required. However, each proposer and sub-contractor shall preserve their weekly payroll records for a period of three years from the date of completion of this contract.
 - b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.
 - c. The proposer shall make its payroll records available at the project site for inspection by ECCTA and shall permit ECCTA to interview employees during working hours on the job.

The following certification is to be executed by every proposer and enclosed and forwarded in a sealed envelope containing the proposal. The person signing the certification shall state his/her address and official capacity.

FAIR EMPLOYMENT PRACTICE CERTIFICATION

The undersigned, in submitting a proposal for performing work as specified in the Scope of Work hereby certifies that the proposer will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

PROPOSER

SIGNATURE

PRINTED NAME OF SIGNER

TITLE

MAILING ADDRESS

CITY	STATE	ZIP CODE
------	-------	----------

TELEPHONE NUMBER

DATE

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

PROPOSER'S SIGNATURE: _____

DATE: _____

Section 9

Sample Agreement

PROFESSIONAL SERVICES AGREEMENT

FOR

BUS ADVERTISING SERVICES

This Agreement is made and entered into as of the ____ day of _____, 20__ by and between the Eastern Contra Costa Transit Authority, (hereinafter called "AUTHORITY") an entity formed under the California Joint Exercise of Powers Act, California Government Code Sections 6500 *et seq.*, and _____ hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, AUTHORITY desires to engage CONTRACTOR to provide professional services in the AUTHORITY;

WHEREAS, CONTRACTOR is qualified to provide such services to the AUTHORITY and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire three years, with two one-year options to be used at the AUTHORITY's discretion. (b) Notwithstanding the provisions of (a) above, AUTHORITY may with or without cause, direct CONTRACTOR to suspend, delay or interrupt Services, in whole or in part, for such periods of time as AUTHORITY may determine in its sole discretion. (c) AUTHORITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should CONTRACTOR commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of AUTHORITY's written notice to CONTRACTOR demanding such cure, in which case CONTRACTOR shall be liable to AUTHORITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) AUTHORITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever AUTHORITY

determines that such termination is in AUTHORITY's best interests, in which case CONTRACTOR shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONTRACTOR shall continue its work throughout the course of any dispute, and CONTRACTOR's failure to continue work during a dispute shall be a material breach of this Agreement.

3. Compensation; Expenses; Payment. CONTRACTOR shall pay AUTHORITY an annual minimum guarantee in the sum of ----- (\$-----) or the applicable percentage of revenue as laid out in Exhibit B, whichever is greater. CONTRACTOR shall provide all of the products and services and the amount listed in Exhibit B shall be the amount after costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of services specified in Exhibit A.

The failure of the AUTHORITY to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of the AUTHORITY's right to request the CONTRACTOR correct such work or billings, or seek any other legal remedy.

4. Additional Services. In the event AUTHORITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to AUTHORITY for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the services required and the AUTHORITY shall rely on such skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONTRACTOR hereunder.

CONTRACTOR represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.

CONTRACTOR represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by AUTHORITY, or the receipt thereof by CONTRACTOR, or any inspection, review, approval or oral statement by any representative of AUTHORITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONTRACTOR for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY.
9. Relationship of Parties. CONTRACTOR is an independent Contractor and does not act as AUTHORITY's agent in any capacity, whatsoever. CONTRACTOR is not entitled to any benefits that AUTHORITY provides to AUTHORITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONTRACTOR's provision of Services, not the means, methods, or scheduling of the CONTRACTOR's work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONTRACTOR shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as AUTHORITY's responsibility.
10. Indemnity. To the fullest extent allowed by law, CONTRACTOR hereby agrees to defend, indemnify, and save harmless AUTHORITY, its Board of Directors, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONTRACTOR or its SubCONTRACTORS), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, AUTHORITY, its Board of Directors, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONTRACTOR, any SubCONTRACTOR, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs

The duty of CONTRACTOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONTRACTOR to indemnify

AUTHORITY, its Board of Directors, officers, employees, volunteers and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

If CONTRACTOR is a "design professional," as defined in California Civil Code Section 2782.8(c), CONTRACTOR shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONTRACTOR's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONTRACTOR shall not exceed CONTRACTOR's proportionate percentage of fault.

CONTRACTOR agrees to defend with legal counsel reasonably acceptable to the AUTHORITY.

11. Insurance. Prior to execution of this Agreement, CONTRACTOR shall furnish to AUTHORITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONTRACTOR shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONTRACTOR fails to maintain any required insurance, and notwithstanding Paragraph 3 above, AUTHORITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CONTRACTOR under this Agreement (or CONTRACTOR shall promptly reimburse AUTHORITY for such expense).

CONTRACTOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONTRACTOR fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

12. WORKERS' COMPENSATION. CONTRACTOR certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
13. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination,

CONTRACTOR represents to and agrees with AUTHORITY that CONTRACTOR has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing AUTHORITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONTRACTOR may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, CONTRACTORS, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

21. Liability of AUTHORITY.

Except as provided in Exhibit A, Services to be Provided by CONTRACTOR and Exhibit C, Insurance, AUTHORITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement,

Notwithstanding any other provision of this Agreement, in no event shall AUTHORITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

AUTHORITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONTRACTOR, or by any of its employees, even though such equipment be furnished, rented or loaned to CONTRACTOR by AUTHORITY. The acceptance or use of such equipment by CONTRACTOR or any of its employees shall be construed to mean that CONTRACTOR accepts full responsibility for and shall exonerate, indemnify, defend and save harmless AUTHORITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONTRACTOR, its employees, AUTHORITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which AUTHORITY or CONTRACTOR may have under this Agreement or any applicable law. All rights and remedies of AUTHORITY or CONTRACTOR, whether under this Agreement or other applicable law, shall be cumulative.

22. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

23. Force Majeure. Except for defaults of subCONTRACTORS at any tier, CONTRACTOR shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONTRACTOR, including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, “force majeure events”).

24. Entire Agreement. This Agreement, including Exhibits _____, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

EASTERN CONTRA COSTA TRANSIT
AUTHORITY

Dated: _____

Rashidi Barnes, CEO
ECCTA

APPROVED AS TO FORM

Dated: _____

Eli Flushman, General Counsel
ECCTA

CONTRACTOR

Dated: _____

(Type Name & Title of CONTRACTOR Authorized to Sign)

Appendix A

ECCTA Advertising Policy

The following policy has been reviewed and approved by the Eastern Contra Costa Transit Authority (Tri Delta Transit) Board of Directors.

POLICY NAME:	ADVERTISING POLICY
DEPARTMENT:	Marketing
DATE APPROVED:	May 27, 1998
DATES OF APPROVED REVISIONS:	ADVERTISING POLICY Amended #050921f September 21, 2005 & #040128c January 28, 2004 BUS BACK POLICY, September 1998 ADVERTISING SPACE POLICY, May 1998

ECCTA either provides or has the potential to provide advertising space in the following mediums to companies doing business within our service area:

- Advertising Policy – paid advertising on fixed route bus managed by contractor
- Bus Back Advertising – community service and trade advertising on paratransit vehicle
- Other TDT Property- on shelters, at stops, or at park ‘n ride facilities
- On Platforms - website, social media advertising, or channel advertising such as YouTube
- Mobile advertising – advertising on apps
- Transit Publications – include but are not limited to schedules, outreach materials, brochures, newsletters, e-blasts, and transit signage or printed materials.

THE ADVERTISING POLICY IS AS FOLLOWS:

The Eastern Contra Costa Transit Authority (“ECCTA”), doing business as Tri Delta Transit (TDT) may provide advertising space on its property for the purpose of one of the following: generating revenue, trade advertising, or community support.

The intent of all advertising space is not to provide a forum for expression and shall prohibit the following products or services from being on advertising space: ads for or containing alcohol, tobacco, cannabis, firearms, or are sexually explicit, religious, or political in elements or nature. Advertising is to be complimentary to TDT and not contain materials that are adverse to the commercial or administrative interests of or be disparaging to ECCTA/TDT. Advertising must also not contain any material that is an infringement to copyright, trademark, or a service mark.

All requests for advertising space must be submitted to Manager of Marketing and Customer Service for approval by the CEO.

The CEO shall determine, prior to accepting advertising for posting, that the proposed advertising is consistent with Tri Delta Transit branding and this ECCTA Advertising Policy. ECCTA reserves the right to request changes or reject advertising if the advertising does not adhere to this Advertising Policy.

Advertisers may be requested to include Tri Delta Transit branding. Advertising that contains Tri Delta Transit graphics, logos, or representation must have express written consent of ECCTA and adhere to the advertising policy of ECCTA. Consent can be in the form of approval for the advertisement.

ECCTA shall be responsible for the daily administration of ECCTA's advertising in a manner consistent with this Policy and with the terms and conditions of any agreements with ECCTA.

ECCTA retains the right to cease its advertising program for its properties and allow no advertising whatsoever on its property, or only allow advertisements on a portion of its property.

Pertaining to Advertising medians:

A. APPLIED GRAPHICS PAID ADVERTISING:

- ECCTA contracts with an advertising contractor for the purpose of securing, managing, installing and removing approved paid applied graphic advertising on fixed route buses only.
- The advertising contractor shall adhere to ECCTA's current Advertising Policy, as it may be amended from time to time.
- The advertising contractor agreement binds the company to ECCTA's Advertising Policy and applies such policy uniformly to all third parties that request and contract with the company for paid advertising space on ECCTA's fixed route buses.
- Advertising that does not adhere to the Advertising Policy or is not correctly installed shall be removed and replaced by the advertising contractor at no cost to ECCTA.
- Advertising must not cover any required vehicle signage, such as railroad crossing or police identification decals.
- ECCTA relies on commercial applied advertising revenue to maintain service at a reasonable price for ECCTA passengers.

B. BUS BACK ADVERTISING

- Space on paratransit vehicles that is traded for advertising and/or booth space with media or community event organizers is traded for equal or greater value.
- Contract term dates are renewed each calendar year if needed.
- Community service ads are placed at no charge on a space available basis.
- ECCTA does not provide the bus back signs or artwork. Each company is responsible for artwork to be approved by ECCTA, production of signs according to specs, and deliver of signs for installation.
- Storage for bus back signs is on a very limited basis. ECCTA reserves the right to discontinue storage of signs based on space availability.
- ECCTA is responsible for the installation of the bus back signs.
- ECCTA is not responsible for any lost, damaged, or stolen bus back advertisements on Tri Delta Transit vehicles. Bus backs are to be replaced by the advertiser.

C. OTHER PROPERTY

- Currently ECCTA does not allow advertising on its bus shelters, at stops, or at Mobility Hubs and/or Park 'n Ride facilities. ECCTA reserves the right to allow advertising that complies with this policy for either paid advertising, community service, or trade advertising.
- Posting or adhering any sign, poster, notice, advertisement, leaflet, or written matter without the express written permission of ECCTA is prohibited. Posting or leaving any leaflet, paper, or written material on vehicles parked on or at an ECCTA facility or property is prohibited.

D. PLATFORMS

- Content on ECCTA platforms should only be placed by staff designated by the CEO.
- Staff will aim to make all communications as clear and concise as possible, which includes maintaining professional standards in terms of grammar and spelling. Communications should also not include acronyms or jargon unless explained.
- Platforms should be managed only through approved platforms (ie: Hootsuite)
- ECCTA does not necessarily endorse, support, sanction, encourage, verify, or agree with any Third-Party comments, messages, posts, opinions, advertisements, videos, reels, hyperlinks, linked websites, statements, commercial products or information received through our website, posted on our social media platforms or uploaded to any channel or platform.
- ECCTA may also occasionally share content from other social media platforms or websites that may be of interest to followers, and that support the agency's goals. Links to other resources are solely for convenience of the users and to provide additional information. ECCTA is not responsible for the accuracy, currency or reliability of the content of links posted by ECCTA or a Third Party and does not explicitly or implicitly endorse these sites or their content.
- Social media postings will not be considered public comments.
- Employees who are not authorized to post on ECCTA platforms, due to public record laws, should avoid posting official business posts on personal platforms without authorization from the CEO. If done, employee should make it clear that they do not speak on behalf of the agency. Staff is recommended to place a disclaimer in their personal bio emphasizing the fact that all opinions are strictly their own.
- An employee may not disclose any work-related confidential or proprietary information on any social media, website, blog, or other internet platform.
- Content should not be shared if:
 - a. Commenting on posts with content that is not topically related to the content being engaged
 - b. Promotes or advertises commercial services, entities, or products not directly associated with ECCTA Tri Delta Transit
 - c. Promotes anything that is strictly prohibited in our advertising policy
 - d. Promotes, fosters, or perpetuates discrimination on the basis of creed, color, age, religion, gender or gender identity, marital status, sexuality or sexual orientation,

- status with regard to public assistance, national origin, physical or mental disability, or any other protected class
- e. Provides information that may compromise the safety or security of the public or public systems
- f. Violates legal ownership rights or copyrights
- g. Is libelous or slanderous
- h. Violates an individual's right to privacy
- i. Criticizes or attacks any individual or the agency
- Inappropriate material will be subject to immediate removal. ECCTA will make an effort to notify the poster that the subject matter has been removed and why. ECCTA will refrain from blocking users who have been blocked from viewing official accounts.
- Inappropriate posting by staff could result in disciplinary action and loss of privilege, including replies to comments made by external users.
- Staff and board members should be mindful of any state and federal meeting guidelines when on social media and refrain from discussing issues.
- Any future paid advertising will be managed by authorized person who is paying for the advertisement and seeking reimbursement from ECCTA to ensure that agency financial information is not connected to a personal social media account.
- ECCTA's platforms, including websites, are subject to downtimes that may be out of its control. ECCTA accepts no responsibility for the platforms becoming unresponsive or unavailable. Additional apps and direct phone numbers are provided as alternatives to obtain information on services.

E. APPS

- ECCTA does send messages in the form of mobile notifications or promotional content through apps (currently Tri MyRide, Transit and Tri Delta Watch).
- Currently ECCTA does not allow advertising Third Party advertising on any app platforms. ECCTA reserves the right to allow advertising that complies with this policy for either paid advertising, community service, or trade advertising.