



REQUEST FOR PROPOSAL

Number RFP #19-05

Issued: February 15, 2019

Description:

TRANSIT BUS ADVERTISING

Procurement Manager:

Darryl Grayson (205) 521-0144

RFP packages are available at: www.maxtransit.org

Pre-Bid Meeting:

NONE

Deadline for Questions:

February 22, 2019, 10:00 a.m. CST

Response to Questions Posted by:

February 26, 2019, 10:00 a.m. CST

Proposals are Due: March 6, 2019

10:00 a.m. CST

Proposals delivered to the BJCTA Post Office Box, emailed, or received after 10:00 a.m. (central), will be considered non-responsive and will be rejected.

Please send proposals by air courier, messenger service, hand-delivery or US Postal Service to:

BJCTA

Attn: Darryl Grayson

Procurement Manager

1801 Morris Avenue – 2nd Floor

Birmingham, AL 35203

***** PLEASE RETURN THE CONFIRMATION OF RECEIPT AS SOON AS POSSIBLE. *****

Potential proposers must return the **Confirmation of Receipt** to receive addendums and to properly document questions/answers pertaining to this RFP. You are allowed to send the completed Confirmation of Receipt by emailed to dgrayson@bjcta.org Attention: Darryl Grayson, RFP #19-05

All Proposals are evaluated by a selection committee chosen by BJCTA staff. As part of the selection process, BJCTA strongly recommends that all contractors utilize minority and female-owned businesses. This recommendation is a part of the Federal Transit Administration's (FTA) Disadvantage Business Enterprise (DBE) procurement requirements. Also note that Request for Proposals (RFP) are not based on the pricing only.

COMPANY NAME: _____ PHONE #: _____

ADDRESS: _____ FAX #: _____

CITY/STATE/ZIP CODE: _____ E-MAIL: _____

DUNS# _____

CONFIRMATION OF RECEIPT

Please complete this form and return it to the BJCTA Procurement Department as soon as possible. Email the completed form to: dgrayson@bjcta.org or mail to P.O. Box 10212, Birmingham, AL 35202 ATTN: **DARRYL GRAYSON, RFP #19-05**

This form is to verify that the Request for Proposal (RFP) issued by Birmingham Jefferson County Transit Authority (BJCTA) has been received. This form has been devised to ensure that each Bidder has received an Invitation for Bid and is given the opportunity to respond. **If an addendum is issued and posted on the www.maxtransit.org website, the contract information provided on this form could also be used to distribute the information.**

BID FOR: TRANSIT BUS ADVERTISING

COMPANY NAME: _____ PHONE #: _____

ADDRESS: _____ FAX #: _____

CITY/STATE/ZIP CODE: _____ E-MAIL: _____

DUNS NUMBER: _____

Disadvantaged Business Enterprise (DBEs) Vendor? YES or NO (Please circle one)

(CIRCLE: YES OR NO)

All copies are clear and free from obstruction? YES or NO

Invitation for Bid (Cover Sheet) was attached to the Bid Form? YES or NO

Will you be submitting a bid for this product and or service? YES or NO
(IF NO PLEASE PROVIDE REASON IN THE COMMENTS SECTION)

COMMENTS:

CERTIFIED BY: _____ DATE: _____
(BIDDER)

PRINTED NAME: _____

INSTRUCTION TO BIDDERS

Notice is hereby given the Birmingham-Jefferson County Transit Authority (BJCTA), doing business as "MAX" is soliciting experienced and qualified Bidders to provide the goods or services specified in this document. Request for Proposal ("RFP") outlines the services sought and the required documents for submission. The term "Bidder" means the business/organization or its duly authorized representatives submitting a bid to provide the goods or services listed in the Scope of Services. The term "Contractor" refers to a Bidder whose bid is accepted and who enters into a Contract with BJCTA.

Questions or requests for clarification or approved equals and all communications with BJCTA personnel concerning the RFP must be received by the BJCTA, using **Attachment B**, no later than **February 22, 2019 @10:00 a.m. CST**. Any changes will be valid only if included in an addendum, in writing, posted and delivered in the same manner as the RFP. Bidders shall acknowledge receipt of all addendum (s) in writing by completing and returning **Attachment C**. Failure to acknowledge receipt of an addendum (s) and to complete all requirements below shall be considered non-responsive and rejected by BJCTA.

Send one original and two to:

ATTN: DARRYL GRAYSON - PROCUREMENT MANAGER
Birmingham-Jefferson County Transit Authority (MAX)
1801 Morris Avenue – 2nd Floor
Birmingham, AL 35203

The lower left corner of the address label should include:

RFP # 19-05 TRANSIT BUS ADVERTISING
DUE: MARCH 6, 2018 @ 10:00 a.m. CST

Proposals must be received by U.S. Postal Service or other shipping service, or hand-delivered with BJCTA stamped and received before proposal opening date and time. Any proposals received after the deadline shall be deemed non-responsive and rejected, and BJCTA reserves the right to reject any or all proposals and to waive any irregularities or informalities in any proposal or in the Proposal procedure. Conditional proposals and any proposals taking exception to any provision in this RFP will be considered non-responsive. Proposals may be withdrawn by written request to the BJCTA prior to the opening. No Proposer may withdraw a proposal for a period of 120 days after the scheduled time for the Proposal opening.

If awarded, this RFP may also serve as the contractual agreement between the successful Proposer and BJCTA. However, this RFP does not commit the BJCTA to award a Contract or to pay any cost incurred in preparation of a proposal. The BJCTA reserves the right to cancel the RFP or to issue a subsequent RFP.

Protest

FOR COMPLETE PROTEST PROCEDURES:

<http://www.maxtransit/procurement-protest-procedures/>

1.1 **Equipment.** The Bidder shall at its own expense furnish all labor, supplies, equipment and machinery necessary to fulfill the Scope of Services.

1.2 **Personnel.** The Bidder shall represent that it has, or will secure at its own expense, all personnel required in performing this Bid. Such personnel shall not be employees of or have any contractual relationship with the BJCTA. All the services required hereunder will be performed by or on behalf of the Bidder. All personnel engaged in performing this Bid shall be fully qualified and shall be authorized, if applicable, under state and local law to perform such services. All personnel should be hired in compliance with Alabama's law on illegal immigration, Alabama Act 2011-535, as amended.

1.3 **Tax Exempt**

The Bidder recognizes that the BJCTA is exempt from the payment of Federal, State and local taxes, and that such taxes are included in the Proposal price. The BJCTA will furnish a Bidder with the necessary tax-exempt certificates.

1.4 **Proposal Familiarity**

The submission of a Bid shall constitute an acknowledgement that the Bidder has thoroughly examined and is familiar with the in every detail, agrees with all the conditions.

1.5 **Inspection**

All supplies, equipment, and machinery furnished in performance of the Scope of Services shall be subject to inspection at any time by the BJCTA.

1.6 **Indemnification**

The Bidder shall expressly agree and covenant that it will defend, hold and save harmless, and indemnify the officers, directors, servants, agents, and employees of the BJCTA from liability of any nature or kind in connection with the work to be performed under the Contract, whether arising out of any act or omission of the Bidder or any employee, agent, or independent contractor of the Contractor.

1.7 **Insurance**

The Bidder shall maintain insurance during the performance of the Contract from one or more insurance companies licensed in the State of Alabama to provide the following forms of insurance, said insurance companies to be reasonably satisfactory to the BJCTA. Upon the execution of a Contract, the Bidder shall furnish the BJCTA with certificates of insurance showing that the BJCTA has been listed as an additional insured. All insurance is to remain in full force and effect until all work under the Contract has been satisfactorily completed and accepted by the BJCTA.

- a. Workers' Compensation
 - Employers' Liability \$500,000
 - All States Endorsement Statutory
 - Voluntary Compensation Statutory
- b. Public Liability and Property Damage
 - 1. \$100,000 for bodily injuries to or death of one person in any one occurrence.

2. \$500,000 for bodily injuries to or death of two or more persons in any one occurrence.
3. \$100,000 for damage to or destruction of property in any one occurrence.

c. Errors and Omissions Insurance

1.8 **Documentation of Project Costs**

All costs charged to the project, including any approved services contributed by the BJCTA or others shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

1.9 **Audit and Inspection**

The Bidder shall permit the Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Contract, and to audit the books, records, and accounts pertaining to such Contract.

1.10 **Immigration**

The Bidder agrees to comply with Alabama Act 2011-535, as amended, the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

Scope of Services and Description of Services Required

BJCTA is seeking proposals from qualified advertising professionals to perform sales, production, installation, and maintenance of advertising on its revenue fleet.

Scope of Services

a) Services Required and General Conditions

Responsibilities include: Contacting potential clients to place advertising on BJCTA vehicles; maintaining client relationships; performing all sales duties; maintaining internal procedures for screening content; production of all advertising media; installation, removal, and disposition off site of all advertising media; providing installation, and maintaining advertising frames; and paying revenue to BJCTA as set forth herein.

All costs of fulfilling these responsibilities will be borne by the Contractor, including purchase of advertising frames (if needed). The Contractor, subject to terms and conditions set forth herein, shall have the exclusive right to sell advertising to be placed in and on BJCTA's revenue fleet. Contractor shall solicit advertising at the maximum feasible published rates in an effort to completely utilize all available advertising space authorized by the contract, and to secure the maximum revenue return to BJCTA Transit.

Proposers are advised that vehicles used by BJCTA will be operated on all routes and cannot be confined to specific geographic locations. Therefore, advertising cannot be “targeted” for certain areas. Advertising purchasers should not be led to believe under any circumstances, that their advertising can be “route specific”.

b) BJCTA Transit Fleet Characteristics

The following is a current complete list of BJCTA revenue vehicles and available exterior advertising space.

Note: BJCTA reserves the right to use (10%) ten percent of fixed route (full size buses), in conjunction with BJCTA service improvement program partnership and trade agreements. Space on these vehicles may be sold if it does not interfere with approved marketing programs and any separate trade agreements by the Authority.

BUS TYPE	YEAR	QTY	AVAILABLE SPACE		
			Driver Side	Curb Side	Rear
New Flyer	2013	42	✓	✓	✓
Nabi	2012	11	✓	✓	✓
Orion	2000	4	✓	✓	✓
Paratransit*	2001	39	✓	✓	✓
Opus	2004	12	✓	✓	✓

*This includes the body portion of the vehicle and not the van. Vehicle must still be easily identifiable by patrons as Paratransit.

c) Direct Vinyl Application (Wraps)

Direct vinyl will be permitted on all vehicles except **New Flyers**. The contractor shall submit all designs for full wrap buses to BJCTA for review and approval, as provided in **Section h** below, prior to installation.

Direct application materials shall not damage paint during application and removal. Contractor shall be responsible for the labor and materials expense of reapplying any paint or stripping that has been peeled away due to the advertising removal. Partial wraps are permitted that extend over bus windows and lend graphic interest. Materials used in partial or full wrapped bus that covers windows shall be transparent from the inside allowing passengers to see out. Advertising shall not interfere with or obstruct the emergency operation of the windows and doors.

There shall be no vinyl cover over the window of the coach operator area including driver side windows, two front windows or door windows. Proposes may wish to make an on-site visit to MAX to inspect the vehicles contact should Lee Jackson (205) 521-0136 to make advance arrangements.

d) Framed Advertisements

Framed advertisements will be permitted on paratransit vehicles. The maximum usable space is limited however it will be up to the contractor to develop uniform sizes of frames for each vehicle so that advertisements may be consistently applied to various vehicle types.

Care should be taken to reduce exterior damage when installing frames. However it will be the contractor's responsibility to purchase, install, and maintain advertising frames, as well as the cost for any damage to vehicles when installing frames. All frames should be new at the time of installation and made of anodized aluminum or similar material acceptable to BJCTA. Should the Contractor be terminated or the contract awarded to another vendor at a later date, all frames become the property of BJCTA.

Frames should not be left vacant. Frames on all buses in operation shall bear panel advertising.

e) Interior Advertising Space

BJCTA will make all interior space available for advertising purposes where applicable. (Some vehicles do not have interior advertising space). Contractor may wish to modify to make channel accommodations for interior cards with BJCTA approval. Only buses with channel tracks can display ads. Interior cards measure approximately 11 inches high by 24 inches wide. BJCTA or the contractor, at a fair market value, may produce cards promoting transit services. The contractor, at no cost to BJCTA, will do posting of these cards. All interior advertising is confined to channels above the windows.

The contractor's duty to replace interior bus cards shall exist regardless of whether the bus cards were negligently or intentionally damaged or subject to malicious mischief or acts of vandalism. Contractor's obligation to replace said cards is absolute and is not dependent upon any notification by BJCTA; however, Contractor agrees to replace any damaged cards immediately upon receipt of written notice from BJCTA within seventy-two (72) hours after notice. Contractor will remove dated cards from buses within two working (2) weeks after they expire. Below are buses with interior space available, including space reserved for BJCTA.

<u>Type of Bus</u>	<u>Quantity</u>
New Flyer	42
Naby	11
Orion 40'	4
Opus	12

If requested and approved in writing by BJCTA, Contractor may utilize unsold advertising space to further sale of such space.

f) Use of Unsold Advertising Space

Any remaining unsold advertising space shall be made available to BJCTA and will be posted by the Contractor with BJCTA and BJCTA partnership supplied artwork. BJCTA will provide Contractor with BJCTA artwork to be produced and placed on vehicles. BJCTA will pay the production cost for advertising materials. Installation will be done at no cost to BJCTA. Unless Contractor is notified in writing, all such postings of unsold advertising displays shall be subject to preemption for paying advertiser.

g) Reserved Free BJCTA Advertising Space

BJCTA shall retain free advertising space on and in its vehicles in the following quantities: five (5) interior cards per bus, all brochure racks on board buses, and ten percent (10%) of exterior space each year of the contract. BJCTA will pay only the cost of producing advertising materials.

h) BJCTA Review of Advertising

BJCTA shall review all advertising placed on or inside BJCTA buses and BJCTA will provide advance approval of each advertisement that complies with established design rules. It shall be the Contractor's responsibility to transport, or have the designs delivered to BJCTA. Electronic transmission via e-mail is allowed.

i) Removal of Advertising

Advertisements which do not comply with the rules set forth in Section 3.10 "Advertising Content," and the rules and conditions set out elsewhere in the contract documents are not allowed on BJCTA vehicles.

Advertisements which are placed on vehicles but which are later determined not to comply with rules established by BJCTA, as determined by the Executive Director, or his designee shall be immediately removed by the Contractor, at the Contractor's expense upon receiving notice from BJCTA to do so.

The Contractor understands that a partnership exists between BJCTA and the Contractor to make public transportation attractive and more respected within the community. Contractor agrees to maintain high advertising industry standards relative to advertising copy and graphic design.

j) Advertising Content

It is the policy of the Birmingham-Jefferson County Transit Authority (BJCTA) to allow commercial and non-commercial advertising on the exterior and interior of BJCTA buses, and at Central Station (outside kiosks).

Currently all forms of advertising on shelters and benches are not allowed within the city of Birmingham. Birmingham is BJCTA's largest service area and does not allow advertising on shelters that are on city right of way.

The following advertising is prohibited on all BJCTA vehicles:

- a. False, misleading, or deceptive advertising.
- b. Promotes unlawful or illegal goods, services, or activities.
- c. Implies or declares an endorsement by BJCTA of any goods, services or activities.
- d. Contains any lewd or obscene matter as the Board of Directors defines those terms.
- e. Contains any image or description, which, if furnished, exhibited, or sent to a minor would give rise to a violation of the BJCTA Board policy.
- f. Contains an image or description, which, would give rise to a violation of Board policy or be the basis of an injunction against BJCTA.
- g. Is libelous;
- h. Promotes the sale of tobacco or tobacco-related products;

- i. Promotes the sale of liquor, wine, beer, or distilled spirits;
- j. Supports or opposes a political, moral, or social issue or any ballot measure, or any other matter which is the subject of an election;
- k. Supports or opposes a religious denomination, creed, doctrine, or belief;
- l. Displays any word, phrase, character or symbol likely to interfere with, mislead or distract traffic, or conflict with any traffic control device;
- m. Incorporates any rotating, or flashing devices or any other moving parts.
- n. Which is not commercial advertising and which is in opposition to, in support of, or otherwise addresses an idea, concept, theory, belief, issue, position, or the like from the standpoint of morality, politics, theology, or an expression of a belief, opinion, or declaration that such idea, concept, belief, issue, position, or the like is right or wrong.

“Commercial advertising” means advertising promoting a legal business, product, or service where the primary purpose of the advertising is to generate profit from the operation of the business of the sale of the product or the performance of service. BJCTA reserves the right to change the rules related to the type and location of advertising, which is prohibited or allowed on BJCTA vehicles and property, by giving written notice to Contractor of such change. The change shall be applicable to all advertising for which a binding commitment for display has not been entered into at the time Contractor receives notice of change.

k) Schedule of Rates

The rates for various advertising mediums are the prerogative of the Contractor and shall be published. A copy of these rates shall be kept on file at BJCTA throughout the term of the agreement. The Contractor shall submit its rate schedule with its proposal. The Contractor shall provide written notice of any advertising rate change prior to the effective date of the rate change. The charges for material and labor shall not change during the duration of this contract. Additionally, the Contractor shall provide BJCTA with written details for any variation from posted rates, as well as justification for variation.

l) Terms of Agreement

Contractor shall not enter into any contract or agreement for placing ads on BJCTA property (“Advertising Contract”) for a period which expires (i) more than six (6) months from the beginning of the Advertising Contract, or (ii) more than three (3) months after the end of the then existing term of this Contract (including renewals terms if the Contract is renewed), whichever is shorter.

m) Repair of Damage to BJCTA Vehicles

The contractor shall be responsible for repair of all damages caused to BJCTA property or vehicles as a result of any performance associated with this contract. These repairs will be the sole responsibility of the contractor.

n) Posting, Maintenance, Removal, and Disposal of Displays

Except as provided for removal of damaged cards; the Contractor shall remove dated advertisements within (2) two working weeks after their expiration. Advertising material, which has exceeded the period for which they are paid to be posted, shall be removed and replaced with BJCTA ads (BJCTA pays for production cost). Contractor is responsible for the removal and proper disposal of used material from BJCTA premises.

Posted advertisements shall be maintained in satisfactory, presentable condition. Faded, torn or in a state of disrepair shall be repaired or replaced by the Contractor at Contractor’s expense.

Contractor shall install and maintain BJCTA information, promotion and BJCTA partnership advertising at no additional cost to BJCTA. BJCTA will work with Contractor and will give at least 2 (two) weeks advance notice for installation.

Contractor shall be allowed reasonable access to the vehicles for the purpose of providing its services. The Contractor’s employees shall obey all safety signs and posted rules on the BJCTA premise. Contractor or Contractor’s staff shall notify BJCTA maintenance supervisor or personnel when on-site prior to visit or as soon as they arrive if visit is of urgent nature. Contractor vehicles shall be clearly marked and all personnel must have proper identifiable clothing and/or ID badges or other identification that will identify them as Contractor or sub-contractor.

Contractor’s employee shall not operate BJCTA vehicles at any time. Should a BJCTA vehicle need to be moved during the installation/maintenance activity, a BJCTA supervisor shall be informed and he shall facilitate the move.

o) Shop and Storage Space

No storage space at BJCTA shall be available to the Contractor under the terms of the agreement. Production that is transit related may be shipped directly to BJCTA for installation and stored. Contractor shall give advanced notice to BJCTA maintenance supervisor, or his designee, twenty-four hours before the installation or maintenance of advertising materials.

p) Financial Compensation

By not later than the 20th day of the month, the Contractor shall pay BJCTA sixty-five (65%) of the previous month's net billing, or 1/12 of the annual minimum guaranteed contract amount, whichever is greater, plus any other income due BJCTA. For example, 65 percent of January's net billing or (1/12) of the annual minimum guaranteed contract amount, whichever is greater, is payable to BJCTA on the 20th of February, and so on.

"Net billing" shall mean the gross billing less: (1) single commission (if any) paid by an advertiser to a bona fide advertising agency retained by the advertiser; and (2) any labor and material charges made by the Contractor under the declared schedule of rates and charges. The deduction from gross billings permitted for agency commission rates shall not exceed 15 percent. If the advertiser did not retain an ad agency, no commission may be deducted in calculating the net billing. No deduction shall be permitted for "rep commissions" or "finder fees." The Contractor may not charge a commission to an advertiser. In no case shall the Contractor pay a commission to or retain a person or a firm in which the Contractor is in any way financially interested. All net billing shall be considered "received by the Contractor" at the time of billing and no deduction shall be made due to any other debt.

The Contractor shall inform BJCTA of the dollar value received from an advertiser if the Contractor accepts any non-cash goods, services, or things of value in lieu of all or some of its net billings and include such things as part of the gross billing in the calculated amount due BJCTA.

The Contractor shall keep and provide a monthly and accurate accounting of its sales, revenue and collections including a statement of size and type of display contracted for each advertiser. Any payment not made when due is subject to a late charge of one and one half (1.5%) per month.

The Contractor shall keep and make those records available for inspection to BJCTA or audit by BJCTA or its authorized agent, in order to verify monthly and annual statements at any reasonable time throughout the period of this agreement and three years after termination of this agreement. Audits shall be conducted in accordance with generally accepted auditing standards and/ audit procedures and guidelines of BJCTA. Contractor shall fully cooperate with BJCTA or its auditor(s) during audits and inspections and provide all requested documentation in a timely manner. If the audit reveals discrepancies in amounts due BJCTA, the Contractor shall be responsible for the additional amounts due within 30 days of audit findings.

The Contractor shall demonstrate its financial ability to perform under the proposed agreement. Information such as financial statements, lines of credit, etc. shall be submitted for review, if requested.

The Contractor shall supply an irrevocable, unconditional Letter of Credit, from a commercial bank or banks authorized to do business in the State of Alabama in a form acceptable to BJCTA, in the amount of (50%) fifty percent of the minimum guarantee set forth in the proposal. The Letter of Credit shall be maintained and effective throughout the contract, and shall be presentable at a bank satisfactory to BJCTA. If BJCTA chooses to extend the agreement for an additional year, this Letter of Credit shall extend likewise.

q) BJCTA Responsibility and Project Manager

BJCTA will be responsible for providing direction to the Contractor. The Executive Director and/or his appointed designee shall be the single point of contact for formal and informal communication following the contract award.

r) Time of Performance

The Contractor shall provide services for 36-months from the time of contract execution. This agreement shall automatically renew for two (2) additional 12-month periods unless cancelled at the discretion of BJCTA.

s) Nondiscrimination

BJCTA, in accordance with Title VI of the Civil Rights Act of 1964, 78, Stat. 252, 42 USC 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in regard to any contract entered into pursuant to this RFP, minority business enterprises will be afforded the full opportunity to submit a proposal to this request and will not be discriminated against on the grounds of race, creed, color, sex, or national origin in consideration of an award.

t) Licenses, Certificates, and Permits

The Contractor shall secure and maintain at its sole expense such licenses and permits as may be required to provide the services or supplies under this contract, including but not limited to a license to do business in the state of Alabama. If for any reason, the Contractor's required license or certificates are revoked, suspended, terminated or in any manner modified from their status at the time this contract becomes effective, the Contractor shall notify BJCTA immediately of such conditions in writing.

u) Taxes and Fees

The Contractor shall be liable for all taxes, fees, and costs as may be required by the federal, state and local laws and regulations for the conduct of business by the Contractor and any subcontractors, including but not limited to any leasehold excise taxes due under Chapter 82.29 RCW. Within sixty days after entering into this Agreement, the Contractor shall obtain from the

state of Alabama Department of Revenue, a written determination of the amount and type of taxes owed under state law and regulations as a result of the work of this Agreement. This determination shall also specify the manner and schedule for payment as agreed to by the Department of Revenue. This written determination shall be obtained at the beginning of each contract year of this Agreement and a copy shall be provided to BJCTA.

v) Termination of Contract

The Contractor shall be entitled to its compensation for advertising sold pursuant to the contract up to the time of termination. The Contractor promptly shall submit its accounting to BJCTA for the amount of money Contractor is entitled to through the date of termination. If the Contractor has any property in its possession belonging to BJCTA, the Contractor shall account for the same and dispose of it in the manner BJCTA directs. Unless otherwise agreed by the parties, Contractor shall cease all sales efforts immediately upon receipt of termination. All advertising displays on and in the buses at the time of the notice of termination will continue to remain in place through the expiration of the terms of the applicable contracts.

w) Authority's Right to Change Operation of Transit Services and Advertising

It is expressly understood that advertising is only incidental to the transportation business of BJCTA. The successful proposer shall have no claim because of any changes in methods to the extent of operations of style, kinds, or numbers of vehicles, or routes operated; and that the rights, powers and privileges herein granted to the successful proposer relate only to such revenue vehicles as may be designated by BJCTA.

The Birmingham-Jefferson County Transit Authority (BJCTA) reserves the right to change the Scope of Service to add other advertising opportunities or to reduce the number of revenue vehicles available for advertising space or the hours of operation. BJCTA, by adding new advertising space or opportunities, may expand the Scope of Service, or BJCTA may seek a separate solicitation from the public for a new contract.

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY ADVERTISING POLICY

PURPOSE

The Birmingham-Jefferson County Transit Authority (the "BJCTA") is engaged in the sale of advertising in and upon its vehicles. This policy shall apply to the sale of all forms of advertising undertaken by the BJCTA. The sole purpose of the advertising program is to raise revenues to be used to support transit operations. The sale and display of advertising is not intended to provide a general public forum for purposes of communication, but rather to make use of property held in a proprietary capacity in order to generate revenue. In order to realize the maximum benefit from the sale of advertising space, the program must be managed in a manner that will procure the maximum revenue, while ensuring that the advertising does not discourage the use of BJCTA vehicles, does not diminish the BJCTA's reputation, and is consistent with the primary purpose of the BJCTA to provide safe and efficient public transportation to its riders. To this end, all advertisements must comply with the following Advertising Policy.

POLICY

Advertising will be sold through an independent contractor (the "Contractor") selected in accordance with the BJCTA's competitive procurement policies and procedures. The Contractor shall comply with the following policy, and review all advertising with reference to it. All advertising shall be approved by the Executive Director, or his/her designee, prior to installation.

The BJCTA reserves the right to reject any advertisement or solicitation for advertisements that it deems unacceptable, not of good taste, or not of reputable character, and it reserves the right to require the Contractor to remove immediately any such advertisement already displayed on its vehicles.

The BJCTA has the unqualified right to display, on or in its facilities, advertisements and notices that pertain to the BJCTA's operations and promotions, consistent with the provisions of its agreement with the Advertising Contractors.

Advertisements shall be located in certain designated spaces on the interior and exterior of BJCTA vehicles. Full vehicle wraps and partial wraps are acceptable. At such time that an individual advertising contract has terminated, advertisements must be timely removed.

PERMITTED ADVERTISING CONTENT

Except as prohibited below, the following classes of advertising are authorized on BJCTA vehicles:

Commercial and Promotional Advertising. Commercial and Promotional Advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transactions, donations, products or property for

commercial or noncommercial purposes or promotes an entity that engages in such activities.

Public Service Announcements. *Public Service Announcements are those proposed by governmental entities, academic institutions, or tax-exempt nonprofit organizations that relate to community, art, cultural, educational, health, or safety events, programs, and/or messages and does not include Commercial or Promotional Advertising. The BJCTA recognizes that its advertising program and its overall mission are further promoted by allowing Public Service Announcements, even if revenues are diminished.*

Political Advertising. *Political Advertising promotes or opposes a political party or the election of any candidate or group of candidates for federal, state, or local government offices. Political Advertising shall account for no more than ten percent of each advertising space category (by advertising size) at any given time, and advertisements by a political party or candidate shall be no more than three percent (by advertising space) of all advertising space at any given time.*

PROHIBITED ADVERTISING CONTENT

Advertising is prohibited on any BJCTA vehicle if it includes any of the following content:

Injurious to the BJCTA Mission. *The advertisement denigrates the BJCTA or promotes alternatives to the BJCTA in a manner that directly impairs the BJCTA's ridership or revenue.*

Detrimental Conduct. *The advertisement promotes or encourages unlawful or illegal behavior or activities, or behavior that promotes activities which are detrimental to the maintenance and safe operation of the BJCTA.*

Unlawful Goods or Services. *The advertisement promotes alcohol, tobacco, firearms, gaming, lotteries, prostitution, or any other activity which is prohibited by law. However, advertisements shall be permitted for concerts or other non-gaming events, which events are held at locations where gaming is also permitted.*

Adult/Mature Rated Films, Television, or Video Games. *The advertisement is for a film rated "X" or "NC-17", television rated "MA", or a video game rated "A" or "M".*

Adult Entertainment Facilities and Other Adult Services. *The advertisement is for an adult book store, adult video store, a nude dance club, any other adult entertainment establishment, adult telephone service, adult internet site, or escort service.*

Violence. *The advertisement either contains an image or description of graphic violence or incites or encourages violent behavior.*

Profanity. *The advertisement contains words recognized by the community as vulgar, indecent, or profane for display in a public setting.*

Graffiti. *The advertisement promotes, resembles, or otherwise encourages graffiti or vandalism.*

Inappropriate Graphics. *The advertisement contains graphics recognized by the community as inappropriate. For example, the advertisement depicts human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement.*

False or Misleading. *The advertisement is or could reasonably be interpreted as being false, fraudulent, misleading, deceptive, or the advertisement could, in the opinion of BJCTA counsel, constitute a tort of defamation or invasion of privacy.*

Disparaging. *The advertisement is (or reasonably could be interpreted as being) disparaging, disreputable, or disrespectful to persons, groups, businesses, or organizations. For example, the advertisement portrays individuals as inferior, evil or contemptible because of their race, color, creed, sex, pregnancy, age, religion, ancestry, national origin, marital status, disability, sexual orientation, or any other characteristic protected under federal, state, or local law.*

Social Issues. *The advertisement expresses or advocates an opinion, position or viewpoint on matters of public debate about economic, political, religious or social issues.*

END OF POLICY

ATTACHMENT A
PRICE PROPOSAL FORM

THIS ATTACHMENT MUST BE UNDER SEPARATE COVER FROM PROPOSAL

TO: Birmingham-Jefferson County Transit Authority

The proposer listed below hereby submits its offer in accordance with the terms of the Request for Proposals Number **19-05** (the "RFP").

The offer is made in accordance with the Scope of Services and subject to the approved equals as described in the documents identified herein. The proposer has carefully examined the RFP and has informed itself thoroughly regarding any and all conditions and requirements of the RFP. Any additional information that is requested in the RFP is attached hereto.

FISCAL YEAR	PROJECTED REVENUE	GUARANTEED REVENUE
YEAR 1		
YEAR 2		
YEAR 3		
OPTION YEAR 1		
OPTION YEAR 2		

Company

Authorized Signature

Street Address

Typed Name of Signer

City / State / ZIP

Title of Signer

Phone

Date

ATTACHMENT C
ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Invitation for Bid Number RFP #19-05

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Company

Authorized Signature

Printed Name of Signer

DUNS Number

Title of Signer

Date

DISADVANTAGED BUSINESS ENTERPRISES

Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 implement a DBE program approved by FTA, and 3 establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation.

Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in Section A

Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R.

part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance.

Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

DBE AFFIDAVIT

State of _____ }
County of _____ }

Before me, a notary public, personally appeared _____, who, being duly sworn, says as follows:

1. I serve as _____ for _____ (the "DBE").
2. The DBE has been certified as a Disadvantaged Business Enterprise by ALDOT, BAA, UCP or DOT.
3. Such certification has not been revoked and has not expired.
4. There has been no change in the minority status of the DBE.
5. Attached hereto is the DBE's most recent DBE certification letter.
6. The foregoing items are true and accurate.

Signature of Affiant

Date

I certify that the affiant is known or made known to me to be the identical party s/he claims to be. Subscribed and sworn to before me this _____ day of _____, 20 ____.

[SEAL]

Notary Public
My Commission expires _____, 20__.

DBE UNAVAILABLE CERTIFICATION

The undersigned Bidder with the Birmingham-Jefferson County Transit Authority (the "Bidder") certifies that, on _____, _____, 20____, a representative of the Bidder contacted the following Disadvantaged Business Enterprise ("DBE") to obtain a Bid/bid for the following work items.

DBE	Work Items Sought	Form of Bid or Bid Sought (i.e., unit price, materials & labor, labor only, etc.

Said DBE was unavailable for work on this project, or unable to prepare a Proposal/bid for the following reason:

Company

Authorized Signature

Printed Name of Signer

Title of Signer

Date

The foregoing statement is a true and correct account of why the undersigned DBE did not prepare a Proposal/bid on this project.

Disadvantaged Business Enterprise

Authorized Signature

Printed Name of Signer

Title of Signer

Date

VENDOR REGISTRATION FORM

RFP or IFB Number: _____

RFP or IFB Description: _____

Company Name/Vendor: _____

Address: _____

City / State / ZIP: _____

Contact Person: _____

Title: _____

Office Number: _____

Fax Number: _____

Cell Number: _____

Email Address: _____

Website: _____

DUNS: _____

**Bids/Proposals WILL NOT be honored without a valid DUNS number
registered with www.SAM.gov**

Send to:

Darryl Grayson, Procurement Manager
Birmingham-Jefferson County Transit Authority
1801 Morris Avenue 2nd Floor
Birmingham, Alabama 35203
Direct: (205) 521-0144
Email: dgrayson@bjcta.org

