**COBB COUNTY PURCHASING DEPARTMENT**
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing @cobbcounty.org
www.purchasing.cobbcountyga.gov

# IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids ***MUST*** be received at the Cobb County Purchasing Department**.**

**BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY**

**Any bid received later than 12:00 (noon) will not be accepted**. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

**COBB COUNTY PURCHASING DEPARTMENT**
**1772 COUNTY SERVICES PARKWAY**
**MARIETTA, GA 30008-4012**

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.**
**Any revisions made on the outside of the envelope *WILL NOT* be considered.**

**PLEASE CHECK bid specifications and advertisement for document requirements.**
Documents/Forms listed below ***MUST*** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE.**

- **BID SUBMITTAL FORM**
  ► *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A (REQUIRED)**
  ► *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (NOT REQUIRED)**

**If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B** with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A **"SEALED BID LABEL"** has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a "NO BID" response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.
**Thank you in advance for your cooperation.**

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: FEBRUARY 9, 2012**

Cobb County will receive Sealed Bids before 12:00 NOON, FEBRUARY 9, 2012 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 12 – 5632**
**TRANSIT BUS ADVERTISING**
**COBB COUNTY COMMUNITY TRANSIT**

**PRE-PROPOSAL MEETING: JANUARY 24, 2012 @ 10:00 A.M.**
**COBB COMMUNITY TRANSIT**
**463 COMMERCE PARK DRIVE**
**MARIETTA, GEORGIA 30060**

**No bids will be accepted after the 12:00 noon deadline.**

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

**The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.**

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov.

Advertise: January 13, 20, 27, 2012
February 3, 2012

# BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

**BID/PROJECT NUMBER: 12-5632**
**REQUEST FOR PROPOSAL**
**TRANSIT BUS ADVERTISING**
**COBB COUNTY COMMUNITY TRANSIT**

**DELIVERY DEADLINE: FEBRUARY 9, 2012 BEFORE 12:00 (NOON) EST**
***(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).***

BID OPENING DATE: FEBRUARY 9, 2012 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

**Company name:** _____

**Contact name:** _____

**Company address:** _____

**E-mail address:** _____

**Phone number:** _____ **Fax number:** _____

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**NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:**

_____ _____
(PLEASE PRINT/TYPE) NAME TITLE

**SIGNATURE OF OFFICER ABOVE:** _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **12-5632**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: January 13, 20, 27, 2012
February 3, 2012

# SEALED BID LABEL

**SEALED BID ENCLOSED**

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

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**SEALED BID # 12-5632 DATE: February 9, 2012**

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION: Request for Proposal**
**Transit Bus Advertising**

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**

Cobb County...Expect the Best!

## "STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.**

Thank you for your cooperation.
Cobb County Purchasing Department

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## "STATEMENT OF NO BID"
## SEALED BID NUMBER 12-5632
## REQUEST FOR PROPOSAL
## TRANSIT BUS ADVERTISING

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes_____ No ____**

Please PRINT the following:

_____ _____
Company Representative

You are invited to list reasons for your decision not to bid: _____
_____
_____

Cobb County...Expect the Best!

# REQUEST FOR PROPOSAL

**SEALED BID # 12-5632**
**TRANSIT BUS ADVERTISING**
**COBB COUNTY COMMUNITY TRANSIT**

**BID OPENING DATE: FEBRUARY 9, 2012**

**PRE-PROPOSAL CONFERENCE: JANUARY 24, 2012 @ 10:00 A.M. (E.S.T.)**
COBB COUNTY COMMUNITY TRANSIT
463 COMMERCE PARK DRIVE
MARIETTA, GEORGIA 30060

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
**BEFORE 12:00 (NOON)** BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
**BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 5 COPIES OF BID**
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

N.I.G.P. COMMODITY CODE: 55762

NAME: _____

ADDRESS: _____

_____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

**NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.**

**REQUEST FOR PROPOSAL**
**TRANSIT BUS ADVERTISING**
**COBB COMMUNITY TRANSIT (CCT)**
**SEALED BID #12-5632**

## INTRODUCTION

The Cobb County Department of Transportation, which operates public transit services known as Cobb Community Transit (CCT), is putting forth this RFP seeking a qualified contractor to develop and manage an advertising program for the CCT bus fleet based on the analysis and recommendation of the Cobb Community Transit Service and Marketing Study. This will also include the sale and placement of interior/exterior advertising space on CCT vehicles and properties. The goal is to provide professional advertising for the purpose of generating revenue for Cobb County, while informing the general public of CCT's programs/services and overall benefits to the County. Interested contractors are encouraged to utilize their experience and creativity to develop a robust transit advertising program for CCT and share their ideas in response to this RFP.

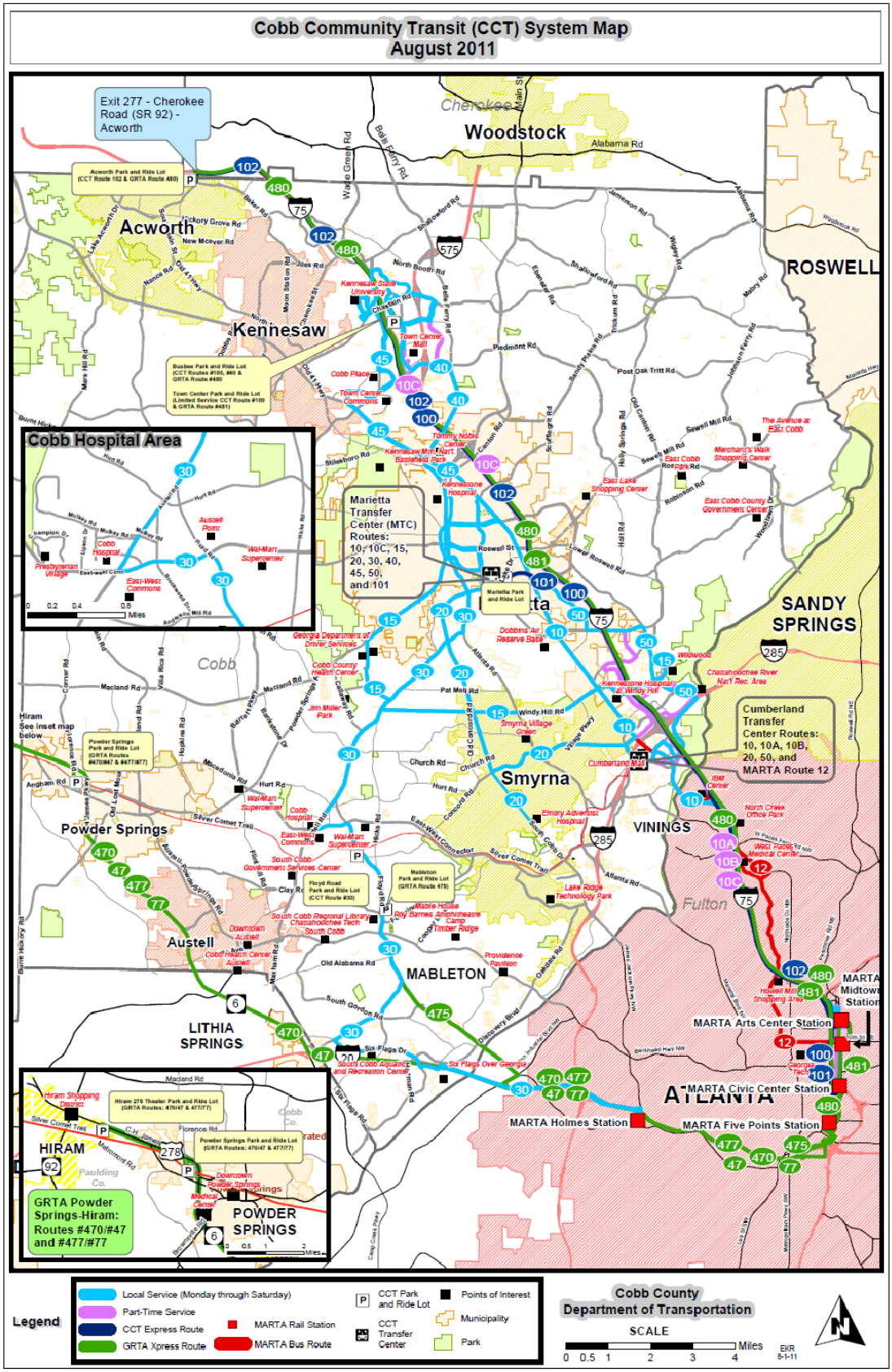
Cobb County will make available to all interested contractors a copy of the 2011 advertising feasibility report which provides insights into Cobb County demographics and CCT's vision of what a transit advertising plan for CCT might provide in benefits and compensation**. See Attachment 14.**

## COBB COMMUNITY TRANSIT SYSTEM OVERVIEW

In 1989, Cobb Community Transit (CCT) began its fixed route and express route bus operations to provide citizens of Cobb County with the alternative of public transit service. Transit service is currently outsourced and operated under contract with Veolia Transportation, Inc. CCT is financed by a combination of federal, state and local funds with an operating budget of approximately $18 million dollars in 2011. These funds support the operations of the transit system. CCT manages all of its operations from its headquarters and maintenance shop facility located at 463 Commerce Park Drive, Marietta, Georgia. Activities conducted at this facility include vehicle storage, vehicle repair and maintenance, operations and administrative functions. The facility provides all fixed-route, Paratransit, and other CCT services, including Customer Service operations.

CCT provides fixed route bus service Monday through Saturday with a service area that encompasses approximately 1,137 square miles and serves a population of about 2.2 million people within the Atlanta metropolitan area. In Fiscal Year 2011, CCT provided over 4.3 million trips.

CCT bus operations consist of seven (7) local routes that travel along the major thoroughfares of Cobb County and streets within the municipalities of Marietta, Smyrna and Kennesaw, eight (8) express routes that operate between Cobb County and midtown or downtown Atlanta (including five express routes operated on behalf of GRTA), and three (3) reverse commute routes from downtown and midtown Atlanta to employment centers in Cobb County. These routes serve approximately 800 bus stops and nine (9) park and ride lots with over 2,800 parking spaces. CCT also operates two major transfer centers, the Marietta Transfer Center located on South Marietta Parkway in Marietta and the Cumberland Transfer Center located adjacent to Cumberland Mall. Refer to the attached map and CCT's website at http://dot.cobbcountyga.gov/cct for more information on CCT services.


Cobb Community Transit (CCT) System Map
August 2011
Exit 277 - Cherokee Road (SR 92) - Acworth
Acworth Park and Ride Lot (CCT Route 102 & GRTA Route 480)
Acworth
Woodstock
Kennesaw
ROSWELL
SANDY SPRINGS
Marietta Transfer Center (MTC) Routes: 10, 10C, 15, 20, 30, 40, 45, 50, and 101
Cumberland Transfer Center Routes: 10, 10A, 10B, 20, 50, and MARTA Route 12
Cobb Hospital Area
Powder Springs
Austell
LITHIA SPRINGS
MABLETON
Smyrna
VININGS
ATLANTA
HIRAM
POWDER SPRINGS
GRTA Powder Springs-Hiram: Routes #470/#47 and #477/#77
MARTA Holmes Station
MARTA Five Points Station
MARTA Civic Center Station
MARTA Arts Center Station
MARTA Midtown Station
Legend
Local Service (Monday through Saturday)
Part-Time Service
CCT Express Route
GRTA Xpress Route
MARTA Rail Station
MARTA Bus Route
CCT Park and Ride Lot
CCT Transfer Center
Points of Interest
Municipality
Park
Cobb County Department of Transportation
SCALE
Miles
0 0.5 1 2 3 4
EKR 8-1-11

CCT's paratransit service provides curb-to-curb transportation for ADA-qualified customers unable to use the fixed route service. The paratransit service area extends ¾-mile beyond all fixed route service routes, per ADA guidelines. CCT serves nearly 300 trips per weekday with a peak of 20 vehicles. The Paratransit service days and hours are the same as for fixed route service. A fleet of 39 senior services vehicles are provided as well.

The high visibility of CCT vehicles and properties along local and express bus routes to Atlanta represent a market of high interest to advertisers. With an estimated population of more than 690,000 people, of which 50% are 18 years of age and over, and a generally affluent population, Cobb County, Georgia residents represent a highly sought after advertising demographic. Recent survey data show that a higher than average number of CCT riders, pedestrian traffic, and drivers with longer than average drive times are uniquely positioned for impressions via outdoor advertising. CCT has a unique opportunity to leverage these assets by issuing this RFP for advertising vendor/partners and implementing a comprehensive advertising program. Once the advertising market is established, CCT anticipates advertising revenues to be a minimum of $200,000 to $300,000 per year.

## CCT REVENUE VEHICLES AND PASSENGER FACILITIES

CCT operates and maintains a fleet of 101 buses that are operated in local and express service and 30 cutaway vans that are operated in Paratransit service. Local service is generally operated within the confines of Cobb County, with the exception of route #10 that connects CCT's Marietta Transfer Center and Cumberland Transfer Center with MARTA's Arts Center rail station via US 41 and I-75 and route #30 that terminates at MARTA's Holmes rail station. During weekday peak periods, CCT operates 73 buses in revenue service, on Saturdays CCT operates 17 buses. As well as 39 senior services vehicles are operated. The following table summarizes CCT's current revenue fleet. CCT does plan to dispose of approximately ten (10) 2002 NOVA local buses and replace the remaining five (5) NOVA local buses in early 2014.

| Service | Year | Make/Model | Active Fleet | Seats | Length |
|---|---|---|---|---|---|
| Local | 2002 | NOV/82V70 | 8 | 41 | 40 |
| Local | 2002 | NOV/82V70 | 7 | 37 | 40 |
| Local | 2004 | FIL/D40LF | 20 | 39 | 40 |
| Local | 2005 | FIL/D40LF | 9 | 39 | 40 |
| Express | 2003 | MCI/D4500 | 11* | 57 | 45 |
| Express | 2006 | MCI/D4500 | 19 | 57 | 45 |
| Express | 2006 | MCI/D4500 | 15* | 57 | 45 |
| Local | 2008 | FIL/D40LF | 6 | 39 | 40 |
| Local | 2010 | FIL/D40LF | 6 | 39 | 40 |
| Paratransit | 2008 | GCC/GC11 | 24 | 12 | 22 |
| Paratransit | 2009 | GCC/GC11 | 6 | 12 | 22 |

* Buses owned by GRTA and operated by CCT.

**Marietta Transfer Center**

CCT's Marietta Transfer Center is located on South Marietta Parkway in Marietta. The Transfer Center includes eight (8) saw-tooth bus bays and bus shelters, a passenger information kiosk, and a park-and-ride lot with approximately 287 spaces. CCT operates a timed-transfer system where local buses meet at the Transfer Center and passengers can conveniently transfer between routes.

**Cumberland Transfer Center**

The Cumberland Transfer Center is located along Cumberland Boulevard directly adjacent to the southwest side of Cumberland Mall. It currently serves as the second major transfer hub for CCT local bus service (the first is Marietta Transfer Center location at South Marietta Parkway). The current transfer facility includes 8 bus bays with shelters, restroom facilities for passengers and operators, signalized crosswalks, sidewalks and a multi-use trail with bridge over the CSX freight railroad. Currently, there is no parking lot dedicated at the transfer facility for CCT customers.

## COUNTY DEMOGRAPHICS

The high visibility of CCT vehicles and properties along with local and express bus routes to Atlanta should represent a market of high interest to advertisers. With an estimated population of more than 690,000 people, of which 50% are 18 years of age and over, and a generally affluent population, Cobb County, Georgia residents represent a highly sought after advertising demographic. Recent survey data show that a higher than average number of CCT riders, pedestrian traffic, and drivers with longer than average drive times are uniquely positioned for impressions via outdoor advertising.

## SCOPE OF SERVICES AND CCT REQUIREMENTS

Cobb County is seeking a qualified contractor to develop and manage an advertising program for the CCT bus fleet based on the analysis and recommendation of the Cobb Community Transit Service and Marketing Study. This will also include the sale and placement of interior/exterior advertising space on CCT vehicles and properties. Cobb County shall grant to a responsible and qualified Contractor the right and privilege to place approved advertising material of the type hereinafter indicated on the inside and outside of CCT fixed route buses and paratransit buses and at CCT passenger facilities including CCT owned park-and-ride lots, Marietta Transfer Center, Cumberland Transfer Center, and at other locations approved by the DOT Director and County Manager.

The successful Contractor shall have the exclusive right and responsibility for soliciting contracts for transit advertising on CCT equipment and for placing and maintaining materials, servicing all transit advertising contracts, collecting of all accounts receivable, and generally perform all other services and activities required to maintain a reasonable and satisfactory amount of paid advertising on CCT equipment at all times.

### Marketing of Available Advertising Space

The Contractor shall use its best efforts to solicit and sell all available advertising space on CCT equipment and property and the Contractor shall cause advertising media to be placed upon such space as outlined in this RFP.

### Production and Installation of Advertising

The Contractor shall be responsible for the design and production of all advertising to be mounted or affixed to CCT property. CCT shall approve all advertising prior to installation. All installation, removal and maintenance of advertising materials on CCT vehicles shall be performed by the Contractor at CCT's bus maintenance facility located at 463 Commerce Park Drive, Marietta, GA. Buses cannot be driven off-site for the installation and removal of advertising signs. The installation, maintenance, removal and other work to be performed by the Contractor shall be performed reasonably, at the convenience of CCT, and shall be when the buses are not in use or being serviced. CCT will provide a reasonable work area to accommodate installation of signage.

Any portion of the advertising material that is placed improperly or that becomes cracked, peeled or damaged, regardless of the cause thereof, must be removed by the Contractor at no cost to CCT within five (5) working days after notification by CCT. The Contractor will be expected to

coordinate advertising installation activities with CCT Operations and Maintenance Managers to ensure smooth operations and reliable service for CCT and their customers.

**Advertising on CCT Buses**

The Contractor shall have the right to place advertising on all four exterior sides of CCT buses. Advertising on paratransit buses shall be limited to the front, driver's side and rear of the van. No advertising is permitted on the curb side of the paratransit buses. Exterior advertising on buses may cover no more than 25% of the window areas. Advertising on bus fronts and rears shall not block grill work or windows. Advertising on the rear of buses shall not visibly detract from any safety signage or lights. Advertising shall not cover CCT logo, bus number or wheelchair symbol decal. All advertising materials applied to the exterior of CCT buses shall be pressure sensitive, removable, self adhesive vinyl signage that is guaranteed or certified not to damage paint during its installation or removal. Contractor shall be responsible for installation and removal of signage as well as repair of any surface damages caused by the installation or removal of signage.

Standard interior advertising using slats and standard "car cards", which are eleven (11) inches in height and twenty-eight (28) inches in length, shall be available on all CCT buses.

**Damage to CCT Vehicles and Property**

Application or removal of advertising by the Contractor may result in damage to CCT vehicles and property including, without limitation, paint, paint schemes or exterior surfaces. Prior to placement of advertising under this contract, CCT and Contractor will conduct a joint inspection and document any existing damage on CCT vehicles and property. Contractor will be responsible for any damage resulting from application or removal of advertising materials.

The successful proposer, at the time a contract is issued, will be required to provide CCT with a minimum $50,000 performance bond to cover work on CCT vehicles and property.

**Outdated Material**

Advertising materials that have exceeded the period for which they are posted must be removed within three (3) days of dated copy. It shall be the responsibility of the Contractor to pull outdated ad material. No layering of vinyl advertisements is permitted (i.e., the previous vinyl must be removed before application of the new vinyl).

**Storage of Advertising Materials**

The Contractor shall maintain all signs and other advertising media not mounted on or affixed to CCT equipment or property at the Contractor's place of business not at CCT facilities.

**Record Keeping and Reporting of Monthly Sales**

The Contractor shall keep full and accurate records, rendering monthly reports to CCT as of the last business day of each month. This monthly report shall include, at a minimum, the total gross monthly billings submitted by the Contractor, less reasonable agency discounts (limited to no more than 15%). The Contractor shall submit these reports to CCT no later than the 15$^{th}$ day of each month following the month of service. No other expenses or costs shall be deducted from the gross

billings prior to determining CCT's Monthly Net Revenue Share. All operating expenses and other costs shall be included in and paid exclusively from the Contractor's share of total revenue.

**Payment of Revenue Share to CCT**

The Contractor shall pay CCT the Monthly Net Revenue Share of total billings or the Monthly Revenue Guarantee according to the forms submitted by the Contractor in its proposal. Payments shall be made to CCT no later than 30 days following the end of the month for which payments are due. In the event that CCT increases or decreases the number of buses in revenue service by 20% or more, at any time during the contract period, the Contractor and CCT agree to renegotiate the Revenue Guarantee that reflects the increase or decrease in available advertising space.

**Advertising Rates**

The Contractor shall lease all advertising space at fair market, advertised rates. The Contractor agrees to provide CCT with a copy of its printed rate schedule, and to further deliver revisions as they are made.

**CCT Use of Available Spaces**

CCT reserves the right to arrange up to $10,000 per contract year in trading media time/space for bus advertising. CCT shall have the right to use any unsold space for its own purposes or for use by other governmental entities or nonprofit organizations for the placement of public service messages. Any available, unrented space will also be available for CCT's use, at no charge until such space is rented.

**Limitations on In-Kind Payments**

The Contractor shall obtain prior approval from CCT before accepting any advertising trade-outs or other non-cash or in-kind consideration as payments for any advertising rights with respect to CCT property.

**Contractor Employees**

Contractor must designate a lead installer who will be present and be responsible for overseeing the installation, maintenance and removal of advertising. Each installer and the lead installer must report in person to CCT's on-duty maintenance supervisor before performing any work on CCT vehicles. In the event a CCT vehicle is damaged during the performance of work, the installer must immediately report such damage to the maintenance supervisor. Contractor or it employees shall not be permitted to use flame guns, razor blades or other sharp objects to remove advertising.

Contractor shall comply with all federal, state and local employment regulations. Contractor is solely responsible for the provision of and satisfactory work performance of its employees. At all times, the Contractor shall be an independent contractor and not an employee or agent of CCT.

**ADVERTISING POLICY**

Any advertising shall <u>not</u> be accepted by the Contractor for placement on either the interior or exterior of CCT buses and properties that does not conform to CCT, Cobb County, State of Georgia,

and Federal laws and regulations including but not limited to; feminine hygiene products or contraceptives of any kind or nature, advertisements of a sexually explicit nature or advertisements which advertise shows, movies, pictures, books, or other materials, exhibitions, or performances of a sexually explicit nature, advertising copy that is false, misleading, deceptive, and/or offensive to the moral standards of the community, or contrary to good taste, advertising copy which is contrary to the best interest of the transit system or which may result in public criticism of the transit system or transit advertising. Cobb County shall approve ALL advertising content before it is installed.

## CONTRACT TERM

The term of the contract awarded to the successful proposer shall be for a period of ***three (3) years, with two optional one-year renewal periods.*** CCT shall notify the Contractor of its determination to exercise optional renewals in writing at least sixty (60) days prior to the end of the base contract term or option term.

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

### Transition at Conclusion of Contract

Contractor will facilitate an efficient transition of service at the conclusion of this contract, which will entail working cooperatively with CCT and an incoming Contractor. A transition schedule will be established by CCT detailing a list of critical tasks, deadline for their completion and person(s) responsible for each.

## PRE-BID MEETING

***A pre-bid meeting will be held at 10:00 a.m. on January 24, 2012 at the CCT offices located at 463 Commerce Park Drive, Marietta, Georgia, 30060.*** All Contractors are strongly encouraged to attend. At this time, bidders will be allowed to inspect buses that are not in service. There will be no other opportunity to inspect buses throughout the bid process.

Bidders are expected to fully familiarize themselves with the types and amounts of advertising space available on all pertinent vehicles, properties and with all other details in connection with this Solicitation and with their proposal.

## QUESTIONS

All questions and requests by Proposers concerning this solicitation shall be in writing and directed to:
Cobb County Purchasing Department
1772 County Service Parkway
Marietta, GA 30008-4012
Facsimile: (770) 528-1154
Email: purchasing@cobbcounty.org

**Deadline for submitting questions is January 31, 2012 at 5:00 pm**

Responses to any written communications will be issued in the form of an addendum made available to all known registered Proposers and posted on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov

## EVALUATION AND SELECTION CRITERIA

### Evaluation Committee

Cobb County has established an evaluation committee who will first review each technical proposal for compliance with requirements, and then score each technical proposal in accordance with the criteria that follows:

### Evaluation Criteria

The technical proposal is worth 50 points and the compensation proposal is worth 50 points of the evaluation criteria. The categories and their weight are described below:

- Technical Proposal (50 points, as shown below)
    - Qualifications and experience of Proposer in the Advertising/Signage Industry (25 points)
    - Understanding of the Specifications and Requirements (20 points)
    - References (5 points)
- Compensation Proposal (50 points)

CCT reserves the right to award all or part of the project based solely on the best interest of CCT as determined by the Director of Procurement.

## PROPOSAL REQUIREMENTS

The Contractor must furnish proof of its experience to perform the terms of this proposal. The statement should include a description of experience with similar transit advertising projects; include a list of current transit systems, contact names and phone numbers. Contractor must have been in the transit advertising business for the last five (5) consecutive years. Contractor must also demonstrate that it has provided advertising services to systems having an equivalent fleet size or at least equal to sixty (60) buses.

1. Company or Team Information
2. Understanding of Scope Requirements
3. Similar Experience and Results with other Transit Agencies
4. Qualifications
5. Project Plan and Schedule (provide details on first year start-up plan)
6. References (at least 3 transit advertising clients)
7. Transit Advertising Compensation Plan (separate sealed envelope)

Contractor shall include a listing of personnel and qualifications for each key position. A market manager must be designated and identified. A detailed resume must be submitted for all personnel of the company involved in this contract.

## PROPOSAL SUMBITTAL DEADLINE

Sealed Proposals must be submitted to COBB COUNTY at the following address:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008-4014

Proposers shall submit one original and five (5) copies of their complete Proposal in one sealed envelope. The envelope must be labeled "Cobb Community Transit Bus Advertising Sealed Bid No. 12-5632 and show the name and address of the firm proposing.

**Proposals must be received before 12:00 noon EST on Thursday, February 9, 2012**. Proposals delivered after the appointed time and date will not be considered.

## INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

## A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of $100,000 per accident.

4. Umbrella Liability: $5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

**B. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

**C. OTHER INSURANCE PROVISIONS**

1. General Liability, Automobile Liability, and Umbrella Liability Coverages.

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees and volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

**D. ACCEPTABILITY.**

Insurance is to be placed with insurers with a Best's rating of no less than

A: VII, or otherwise acceptable to the Owner.

**E. VERIFICATION OF COVERAGE**.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. SUBCONTRACTORS**

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as an additional insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

**G. WAIVER OF SUBROGATION**

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

**TRANSPORTATION ADVERTISING COMPENSATION PLAN FORMAT**

**Please provide a proposed compensation plan**.

Minimum Guaranteed Yearly Amount $_____ and or

a. Year 1, _____% of *net revenue.

b. Years 2 and 3, _____% of *net revenue.

c. Years 4 and 5, _____% of *net revenue.

* Net revenue is defined as Gross Advertising space revenue minus an agency commission of _____%, but does not include any recoupment of production costs from Advertiser. *The County does NOT reimburse the contractor for expenses (production charges, commissions, taxes and installation charges).*

Payments are payable monthly to Cobb County within ____ days of closing the monthly billing.

**Company Name: _____**

## REQUIRED CERTIFICATIONS/ATTACHMENTS

**The following certificates/attachments must show that they have been acknowledged (completely filled out, signed, stated N/A with reasons) and returned with bid. Any forms not returned will cause bid to be nonresponsive, thus not considered.**

# ATTACHMENT 1

## *DISADVANTAGED BUSINESS ENTERPRISE PROGRAM*
## 49 CFR PART 26

The following bid conditions apply to this United States Department of Transportation assisted contract. Submission of a proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

REQUIRED CONTRACT CLAUSES (49 CFR 26.13)

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

The Cobb Community Transit will ensure that the following clauses are included in each DOT assisted contract and subcontract:

I. Policy - It is the policy of the Cobb Community Transit that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Bidders shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.

II. DBE Obligation - The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.

III. Compliance - All bidders, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or such other remedy as deemed appropriate by Cobb Community Transit. Agreements between a bidder/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other BIDDERS/PROPOSERS, are prohibited.

IV. Sub-contract Clauses - All bidders and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.

V. Additional Terms And Conditions

(A) **DBE Goal:**

***An Overall Annual Goal has been established at 7% in which any DBE participation on this contract will count toward meeting that goal.***

All bidders and proposers hereby assure that they will make sufficient reasonable good faith efforts to meet the above stated goals. Moreover such bidders or proposers hereby assure that they will meet the DBE participation percentages submitted in their respective bids or proposals.

BIDDERS/PROPOSERS, also agree to provide any additional information requested by Cobb Community Transit to substantiate DBE participation, including but not limited to, the written subcontract agreement between prime bidder and each subcontractor for the work relative to this project.

(B) DBE Substitutions:

All bidders and proposers shall make a good faith effort to replace a DBE sub-contractor who is unable to perform successfully, with another DBE sub-contractor. The Cobb Community Transit Division Manager or Disadvantaged Business Enterprise Liaison Officer must approve all substitutions. There shall be no substitutions or additions during the time period between the bid opening date and the bid award date.

Bidders or proposers may not make substitutions of DBE subcontractors after bid award on the grounds that they have solicited a response from another contractor whose price is more reasonable than the DBE submitted at bid opening.

(C) Contract Award Criteria:

The award selection procedure for this solicitation will ensure that prime contracts are awarded only to competitors who make a good faith effort to meet the established Disadvantaged Business Enterprise (DBE) goal.

1. Subject to other applicable provisions herein, bids or proposals will be considered incomplete, and ineligible to receive a contract award unless the following forms (copies are a part of the bid documents) are completed and submitted with the bid:

   (a) DBE Form 1 – Schedule of DBE Participation Form

   (b) DBE Form 2 – DBE Contractor Affidavit Identification

   (c) DBE Form 3 – Letter of Intent to perform as a Disadvantaged Business Enterprise Subcontractor. One form for each DBE subcontractor listed on DBE Form 1 must be completely filled out and executed by the proposed subcontractor. Failure to submit this with the bid may preclude the bidder from award. Forms are supplied with the contract documents.

   ***(d) DBE Form 4- DBE Unavailability Certification must be submitted with the bid proposal, if the DBE goal is not met.***

2. Cobb Community Transit will count toward the established DBE project goal only those firms which are certified as a DBE at bid opening. For information regarding the DBE certification process, please contact the Georgia Department of Transportation.

(D) Reporting Requirements:

The awardee shall establish, maintain and submit regular reports, as required, which will identify and assess progress in achieving DBE sub-contract goals and other affirmative action efforts.

Progress reports shall be submitted with each periodic pay request, or application for payment. Payments will not be approved without current, completed progress reports.

The awardee is required to submit invoices each month for portions of work completed during the month, including all DBE monies due for that period. The awardee is also required to submit a DBE Utilization Form with each monthly invoice.

Failure to comply with this requirement may constitute breach of contract and may result in the termination of this contract or such other remedy as Cobb Community Transit may deem appropriate.

VI. Acceptable Good Faith Efforts - If any bidder fails to meet the DBE goals for this solicitation, the bidder shall submit, with the bid, proof of good faith efforts, using the guideline listed in Appendix A to 49 CFR 26, along with a written statement of efforts made and reasons for not meeting said goals. (See DBE Form 4 which must be submitted with bid)

A list of the efforts that a bidder should make, and Cobb Community Transit may use in making a determination as to the acceptability of the bidder, are as follows:

(1) Whether the bidder attended any pre-solicitation or pre-bid meetings which were scheduled by Cobb Community Transit to inform DBEs of contracting and subcontracting opportunities;

(2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the sub-contracting opportunities;

(3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;

(4) Whether the bidder followed up initial solicitations of interest by contracting DBEs to determine, with certainty, whether the DBEs were interested;

(5) Whether the bidder selected portions of work to be performed by DBEs in order to increase his/her chances of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

(6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

(7) Whether the bidder negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

(8) Whether the bidder made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by Cobb Community Transit or contractor, and

(9) Whether the bidder effectively used the services of available minority and women community organizations; minority and women contractors' groups; local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of socially and economically individuals.

NOTE: The nine (9) items set forth above are not the exclusive criteria, and Cobb Community Transit may specify that you submit information on certain other actions which were taken to secure DBE participation in an effort to meet the goal. A bidder may also submit, to the owner, other information on efforts he/she made to meet the goal.

VII. Contractor Assurance - The bidder assures that he/she will make a good faith effort to meet the DBE participation goal as established in Paragraph V, Section A.

General Instructions

1. Contract Goal - Bidders who fail to achieve the contract goal(s) stated in the bid document must provide (with the bid) an explanation as to why the goal was not achieved and documentation demonstrating that a "Good Faith Effort" was made by the bidder as outlined in DBE Form 4.

*2. DBE Forms 1 & 2- All bidders/contractors shall complete and submit, with their bids, DBE Forms 1 & 2.

*3. Letter of Intent to Perform as a DBE Subcontractor - Each subcontractor listed on DBE Form 1 shall complete and sign a Letter of Intent to Perform as a DBE Subcontractor.

4. Certification - **BUSINESS/CONTRACTORS seeking to participate as DBEs must be certified at the time of bid submittal. Check the DBE Directory. The Directory is available on line at http://www.dot.state.ga.us.** or by contacting:

Georgia Department of Transportation

2 Capitol Square, S.W.

Room 262

Atlanta, Georgia 30334

(404)656-5323 (phone)

(404 656-5509 (fax)

5. Copies of Forms - Contractors may duplicate as many forms as needed. All DBE Program questions should be directed to the Cobb Community Transit Division Manager or the DBE Liaison Officer.

***ITEMS 2 & 3 ABOVE MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE A CONTRACT AWARD**.

**This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive**

**DBE FORM 1 (Reproduce as necessary)**

## SCHEDULE OF DBE PARTICIPATION

**Name of Bidder:**_____

**Project:** _____

**Project No.:** _____

**Bid No:** _____

**Total Bid Amount:** _____

| NAME OF DBE SUBCONTRACTOR | ADDRESS (COUNTY, STATE) | TYPE OF WORK SUBCONTRACTED | DBE | SUBCONTRACT VALUE |
|---|---|---|---|---|
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |
| | | | | $ |

DBE PARTICIPATION TOTAL VALUE _____$

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in

this schedule conditioned upon execution of a contract with _____

Sworn to and subscribe before me, this ____ day of _____, 20___.

_____ (SEAL) Name (Typed) _____

**NOTARY PUBLIC**

**This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive**

**DBE FORM 2 (Reproduce as necessary)**

*DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT*

STATE OF _____ COUNTY OF _____

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____

(Title - Owner, President, Co-Venturer, etc.)

and duly authorized representative of _____

(Name of Firm)

whose address is _____

* I hereby declare and affirm that I am a certified DBE.

This firm is interested in quoting/bidding on the following categories of work being procured for_____ _____.

_____

_____

_____

This firm has current DBE certification from the following agencies:

_____

**A copy of the current certification letter notifying the firm that it has been DBE certified by the Georgia Department of Transportation must be attached to this form.**

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

_____

(Date) (Affiant)

STATE OF _____COUNTY OF _____

On this _____ day of _____, 20 ____, before me, _____, the above signed officer, personally appeared, known to me to be the person described in the foregoing affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

_____ (SEAL)

My Commission Expires _____

**<u>This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive</u>**

**DBE FORM 3 (Reproduce as necessary)**

***LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR***

TO: _____

(Name of General Contractor Proposing)

PROJECT: _____

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification Affidavit (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

_____

(Specify in detail, work items or parts thereof to be performed)

_____

_____

at the following price: $ _____.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

_____ _____ _____

(Date) (Telephone No.) (Name of DBE Subcontractor)

_____By: _____

(Firm Address) (Signature)

_____Name:_____

(City and State) (Typed)

Title:_____

**This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive**

**DBE FORM 4 (Reproduce as necessary)**

If you have sought DBE subcontractors for this project, please complete

## DBE UNAVAILABILITY CERTIFICATION

I, _____, _____

of _____, certify that on the dates below,

I invited the following DBE Subcontractor(s) to bid work items to be performed on _____
_____

| DATE OF REQUEST | DBE | NAME OF SUBCONTRACTOR | WORK ITEMS SOUGHT |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

The following Subcontractors submitted bids, which were not the low responsible bid:

_____$_____

_____$_____

_____$_____

_____$_____

**GOOD FAITH EFFORT REQUIREMENT**

The use of a DBE firm is not a requirement for this contract; however, by signing this form, you acknowledge the federal requirement to show **good faith effort** towards obtaining and utilizing a DBE to perform work on this project.

_____ _____

Signature date

End of Section

**<u>This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive</u>**

## ATTACHMENT 2

## NON-COLLUSION BIDDING CERTIFICATE

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.

2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,

3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Date:_____ By:_____

Proposer: _____

**This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive**

.

## ATTACHMENT 3

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS

The Proposer, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

THE CONTRACTOR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

| | |
|---|---|
| _____ | _____ |
| Signature of Authorized Official | Witness |
| _____ | _____ |
| Title of Authorized Official | Date |

**<u>This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive</u>**

## ATTACHMENT 4

## INELIGIBILITY CERTIFICATE

_____ certifies that neither it nor any of its consultants to be used in performing this Contract are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Date: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

**<u>This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive</u>**

## ATTACHMENT 5

## CERTIFICATION OF CONSULTANT DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized agent of _____ whose address is _____, and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and

2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and

3. Each subcontractor hired by the consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

_____ _____

Date Signature

**<u>This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive</u>**

## ATTACHMENT 6

## COBB COUNTY CONFLICT OF INTEREST AND PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION

_____ certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for Cobb County.

Date: _____

_____

Signature of Authorized Agent

_____

Name/Title of Authorized Agent

**<u>This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive</u>**

## ATTACHMENT 7

## NON-SEGREGATED FACILITIES

The Bidder certified that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed Contractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is in violations of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

_____

Contractor

_____

Signature

_____

Name and Title of Signer

_____

Date

**<u>This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive</u>**

## ATTACHMENT 8

## BUY AMERICA

The Buy America requirements apply to the following types of contracts: Construction contracts, and acquisition of goods and rolling stock (valued at more than $100,000).

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(i) and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j)(k), but it may qualify for an exception pursuant to 49 U.S.C. 5323 (j)(2)(b) or (j)(2)(d) and the regulations in 49CFR 661.7

Date: _____

Signature: _____

Company Name: _____

Title: _____

Note: Bidder must complete either the Certificate of Compliance or the Certificate of Non-Compliance.

**<u>This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive</u>**

**ATTACHMENT 9**

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C 1601, *et seq*.)]

3. The undersigned shall require that the language of this certification be included in the award documentations for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. 3801, *et seq*., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Agent: _____

Name and Title of Consultants Authorized Agent: _____

Date: _____ Telephone #: _____

Firm of Company Name: _____

Address: _____

**ATTACHMENT 10**
**CONTRACTORS QUALIFICATION STATEMENT**

1. **CONTRACTOR**

Name of Contractor:_____

Address of Contractor:_____

Primary Contact Person:_____

Telephone & Fax Number:_____

Email:_____

2. **BANK REFERENCE**

Primary Bank:_____

Relationship office responsible for account:_____

Telephone & Fax Number:_____

Email:_____

3. **BACKGROUND**

Has Contractor ever done business under a different name?_____

If so, provide name (s):_____

Prior Projects with Cobb County:_____

4. **SIMILAR PROJECT EXPERIENCE**

A. Name of project:_____

Address of project:_____

Contact person or Owner:_____

Telephone & Fax Number:_____

Email:_____

Name of Bidder:_____

Signature: _____

Title: _____

Address: _____
_____
_____

License #: _____

Bond Company: _____

Agent: _____

Type of Business Entity:

_____
(Corporation, Sole Proprietorship, Partnership, P.C.)

My being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

**This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive**

## ATTACHMENT 11

## PROPOSAL SUBMITTAL LETTER

The undersigned, _____, hereby submits its bid proposal to furnish all labor, materials, and equipment_____, delivered to the undersigned by Cobb County, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if Cobb County, Georgia awards the Contract to the undersigned, the Proposal made by the undersigned and delivered to Cobb County, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and Cobb County, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Transmittal Letter this _____day of _____20__.

_____

By

_____

_____

Title

Sworn to and subscribed before me the _____day of _____, 20__.

_____

Notary Public

My Commission Expires:

_____

Date

# ATTACHMENT 12

## Compliance with Georgia Security and Immigration Compliance Act
## PROCEDURES & REQUIREMENTS
***(Effective 10-28-2010 - Supersedes All Previous Versions)***

BACKGROUND

Pursuant to the "Georgia Security and Immigration Compliance Act," Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor's name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County's experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

## PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.

**2.** Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

***THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES. IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, THE BID WILL BE DETERMINED TO BE NON-RESPONSIVE AND WILL BE DISQUALIFIED.***

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:

(a) That affidavits in the form attached to these "Procedures & Requirements" be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
(b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
(c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
(d) That the contractor be responsible for obtaining and providing to the County the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" attached to and required under these "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
(e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
(f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any

general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the "IMMIGRATION COMPLIANCE CERTIFICATION" form attached to these "Procedures & Requirements" and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.

***FORM ATTACHMENTS:***

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT**
**(EXHIBIT A)**

***This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.***

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

*(6)* Maintain such records for a period of five (5) years.

_____ _____
EEV (E-Verify) Program User ID Number EEV Program Date of Authorization

_____ _____
BY: Authorized Officer or Agent Contractor Business Name
[Contractor Name]

_____ _____
Printed Name Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_
_____

Notary Public Commission Expires: _____

***Effective 10-28-2010***

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT**
**(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
(6) Maintain such records for a period of five (5) years.

| | |
|---|---|
| _____ | _____ |
| EEV (E-Verify) Program User ID Number | EEV Program Date of Authorization |
| _____ | _____ |
| BY: Authorized Officer or Agent [Subcontractor Name] | Subcontractor Business Name |
| _____ | _____ |
| Printed Name | Date |

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

_____

Notary Public Commission Expires: _____

***Effective 10-28-2010***

**IMMIGRATION COMPLIANCE CERTIFICATION**
***(Required to be completed by Contractors and all Subcontractors)***
**(EXHIBIT A-2)**

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

_____
*(Project Name/Description)*

_____ _____ _____

_____ _____ _____

_____ _____ _____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

**Sworn to by:** **Employer Name & Address:**

_____ _____
Signature of Officer

_____ _____
Printed Name/Title

_____ _____
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public
Commission Expires: _____

***Effective 10-28-2010***

**<u>This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive</u>**

## ATTACHMENT 13

## The Department of Transportation

## Cobb Community Transit

## Bid Protest Procedures

The County has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) Third Party Contracting Guidance, dated November 1, 2008.

Definitions

"Contract" means any contract, agreement, purchase order or order placed by the County to receive goods or services from an external source. "Day or Days" means a working day or days of the County.

"Interested party" means a participant or prospective participant in a County procurement whose direct economic interest is affected by the award of the contract for the procurement.

"Offer" means a response to a County procurement solicitation, including but not limited to quotations, bids, proposals and expressions of interest or qualifications.

### Submission of Protests

Any interested party may file a bid protest with the Cobb County Department of Transportation on the basis that the County failed to comply with a federal or state law or that the County failed to follow its own Procurement Regulations. A valid protest must include the following information:

1. Name and address of the protestor

2. Identification of the procurement action being protested

3. A statement of the reason for the protest, identifying the federal or state law or the County Procure Regulation that the protestor alleges has been violated by the County.

### Types of Protests and Deadline to File

The deadline for a valid protest will be determined by the progress of the procurement.

The County will recognize three different types of protest:

**1. Protest regarding solicitation**

Any protest regarding solicitation must be filed in writing no later than five (5) days prior to the deadline to submit offers. This type of protest includes a claim that the solicitation contained exclusionary or discriminatory specifications, any challenge to the basis for award or any claim that the procurement documents or the procurement process violate a federal or state law or fail to follow its own procurement regulations.

**2. Protest regarding offer evaluation**

Any protest regarding the evaluation of offers must be filed in writing no later than five

(5) days from the day that the County's decision to award is announced. Any protest filed after such date which raises such issues will not be considered as a valid protest but may be considered to the benefit of the County. This type of protest challenges the County's determination of responsiveness of offers and responsibility of offerors, errors in calculation or that the County's evaluation of offers violated a federal or state law or its own procurement regulations.

**3. Protest regarding award of contract**

Any protest regarding the award of the contract must be filed in writing no later than five (5) days after the date of award of the contract. Any protest filed after such date which raises an issue regarding the award will not be considered as a valid protest but may be considered to the benefit of the County. This type of protest will only be entertained by the County if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the County violated a federal or state law or its own procurement regulations in awarding the contract.

**The County's Response to Protests**

The County will notify a protestor upon receipt of a timely protest and may, where appropriate, request further information. The County may, at its sole discretion, meet with the protestor to review the issues raised in the protest. The County's consideration of the protest, except as otherwise provided in the following paragraph "Decisions by the County", will be in accordance with the following provisions:

**Protest regarding solicitation**

Upon receipt of a valid protest regarding solicitation, the County will postpone the deadline for submission of offers until resolution of the protest. If the protest regarding the solicitation includes a claim of unduly restrictive or exclusionary specifications, the County will, in considering the protest, consider both the specific needs of the County for the feature or item challenged and any effect on competition of including the specification regarding that feature or item. If the County determines that such feature or item was included in the specification in order to meet a legitimate need of the County, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the County will deny the protest.

**Protest regarding evaluation of offers**

Upon receipt of a valid protest regarding the evaluation of offers, the County will suspend its evaluation of all offers until resolution of the protest. If the County determines that the protestor has established that there are reasonable doubts regarding the responsiveness of an offer or the responsibility of an offeror or regarding the County's compliance with federal or state law or its procurement regulations.

**Protest after award**

Upon receipt of a timely protest regarding the award of a contract, the County will issue a stop work order, if necessary, until the resolution of the protest. If the County determines that the protestor has established a prima fascia case that the contract was awarded fraudulently or in violation of a federal or state law or the County's procurement regulations.

**Protest regarding bid evaluation**

Any bid protest regarding the evaluation of bids by the County must be filed in writing with the County no later than five (5) days after the opening of bids. Any protest filed after such date which raises issues regarding the bid evaluation will not be considered by the County. This type of protest would include any challenge to determinations by the County of the responsiveness of a bid or the responsibility of a bidder, or any claim that the evaluation of bids violated federal, state or the County's procurement regulations.

**Protest Regarding Award of Contract**

Any protest regarding the award of the contract must be filed in writing no later than five (5) days after the date of award. Any protest regarding the award of the contract filed after that date will not be considered by the County. This type of protest will only be entertained by the County if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the County violated federal, state or its own procurement regulations in the award of the contract.

**Decisions by the County**

As indicated above, in most instances, the County will suspend the procurement action upon receipt of a bona fide bid protest. However, the County reserves the right, notwithstanding the presence of a protest, to proceed with the appropriate action in the procurement process in the following instances:

a. When failing to fulfill the need for the items or services would cause irreparable harm to the County or it's Service Boards;

b. When the County determines that the protest is vexatious or frivolous; or

c. When delivery or performance will be unduly delayed or other undue harm would occur by delaying the award of the contract.

After review of a bid protest submitted under these provisions, the County will issue a written decision on the basis of the information provided by the protestor, the result of any meetings with the protestor, and the County's own investigation of the matter. If the protest is upheld, the County will take appropriate action to correct the procurement to protect the rights of the protestor, including, but not limited to, reissuance of the procurement, revised evaluation of the offers or the County's conclusion of the evaluation of the offers, or termination of the contract. If the protest is denied, the County will terminate the suspension of the procurement that was imposed during the consideration of the protest and will proceed with the procurement.

The availability of review of bid protests by FTA is as follows:

Reviews of protests by FTA will be limited to:

(1) A grantee's failure to have or follow its protest procedures, or its failure to review a

complaint or protest; or

(2) Violations of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

I have received, read and understand these protest procedures.

_____

Printed Name

_____ _____

Signature Date

# 6. Transit Advertising Plan

## 6.1. Introduction

As the universe of portable media devices and wireless communications continue to unfold, the advertising industry is becoming acutely aware of non-traditional media mechanisms to reach emerging consumer markets that traditional media may no longer reach regularly. Television and radio advertising, while still the dominant forms of advertising across the country (based on gross advertising sales records), are now regularly competing with non-traditional media sources including the Internet and applications ("apps") for portable electronics. As new multimedia platforms continue to open communication lines between people, markets, private companies, and public agencies, advertising agencies are continuing to look for affordable and easily implemented media opportunities to communicate with the public.

At the same time advertisers are considering new mediums to reach mass audiences, the continued pressure on public agency budgets have required these agencies to consider new funding streams to maintain existing service levels and meet expanding needs. Compounding the problem further are increasing costs for services, including fuel costs for bus fleets and maintenance costs for transit facilities. Increasingly difficult choices must be made over the provision of services in light of increasingly limited financial resources. With strong resistance to increasing taxes, transit agencies typically turn to increasing fares or reducing service to cover operating costs. Securing sufficient operating dollars has been the biggest challenge for many agencies, necessitating a review of alternative funding sources.

Advertising on and within transit vehicles and facilities is not a new concept. Like major sport venues, transportation facilities such as transit centers, vehicles, airports, or even bus stops are places where people congregate and wait for service. Recognizing the potential to reach temporarily captive audiences, advertisers are looking for cost effective and easily implemented advertising mechanisms to deliver messages. Similarly, transit agencies are continuing to recognize the revenue generated and operational cost savings available through advertising dollars. According to the 2009 Transit Cooperative Research Program (TCRP) Report 133, *Practical Measures to Increase Transit Advertising Revenues*, which surveyed national and regional advertisers and media experts, the "Sale of advertising in public transit facilities and vehicles is a nearly $1 billion industry generating approximately $500 million annually to transit agencies." While transit advertising expenditures have fluctuated in recent years, "out-of-home" advertising (billboards, newspapers, and place-based advertising) has continued to grow. While the report notes that transit advertising expenditures comprise approximately 0.3% of all advertising expenditures in the country (according to 2007 data), the revenue generated to transit agencies can help secure additional operating revenues and offset operating and maintenance costs.

The current demographic shifts in the U.S. population, principally in age ranges and income levels, coupled with increasing transportation costs associated with private automobiles, suggest that transit will continue to become an increasingly popular form of transportation. As noted in TCRP Report 133, "In this context, transit advertising stands out as one of the last truly affordable mass media. Advertisements on transit cannot be turned off, deleted, fast forwarded, or easily ignored." Furthermore, transit agencies are taking proactive steps to outline policies and programs for advertising in order to capture advertising assets not always associated with revenue, but that may reduce operating costs and transit subsidy program expenditures.

The findings of TCRP Report 133 state that "Market conditions suggest that transit advertising is well positioned to grow. The outlook from organizations that track media trends is that the shifting of dollars out of traditional media and into non-traditional formats will continue, despite an overall decline in advertising spending due to the current recession. In particular, out-of-home media, as a category, will remain one of the fastest growing sectors of advertising spending. This forecast is compatible with the belief that the benefits offered by transit advertising can be made to align well with the needs of advertisers."

This purpose of this feasibility study is to outline current practices in transit advertising, prepare an estimate of potential advertising revenues, and identify the next steps in the development of a transit advertising program. While further market analysis is necessary, this report provides examples of transit advertising techniques and non-traditional advertising mechanisms that CCT could consider. This report first outlines the benefits of a strong advertising program and policy, and then discusses potential transit advertising displays.

## 6.2. Potential Benefits of Advertising Program

A strong advertising program generates a reliable revenue stream, positioning CCT as a fiscally responsible agency. Ultimately, this allows CCT to provide better products and services. It is recommended that CCT solicit potential outdoor advertising partners via an RFP for implementation and ongoing management of advertising program. Once awarded, the advertising vendor, in partnership with CCT will:

- Perform a market analysis in order to create a flexible and robust menu of adverting options, establish advertising value (number of impressions, frequency, etc.), and establish advertising unit price points,
- Seek out local and national advertising partnerships, with an emphasis on strong local brands as potential advertisers,
- Increase awareness about the benefits of advertising with CCT, especially among local businesses and communities,
- Utilize advertising profits to reduce capital costs of advertising program infrastructure improvements, which will in turn result in higher levels of advertising revenue,
- Coordinate with client and fleet maintenance services to assure quality control and manage content to ensure the branding of CCT presents a strong community based image.

## 6.3. Types of Transit Advertising Displays

Transit advertising displays can include many different sizes, shapes, and materials used for exterior, interior, or transit facility advertisements. Increasingly, transit facilities are using dynamic digital displays capable of showing real-time transit schedule information along with news clips, weather information, and advertising displays similar to dynamic messaging billboards now being used along highways. The following section describes the types of transit advertising displays typically used by agencies across the country.

### 6.3.1. Transit Vehicle Advertising

***Exterior Bus Advertising***

Exterior bus advertising reaches all sectors of the population – as moving billboards, transit bus or rail fleets can carry a message from one side of town to another, through neighborhoods, commercial districts, medical or institutional campuses, and industrial centers. These advertisements allow for large displays of

products or messages using minimal written copy, given the short duration viewers are typically exposed to the advertisement. Exterior bus advertising can take many different shapes and forms, and is traditionally discussed in terms of poster size and advertising position on a transit vehicle. Like different mattress sizes, exterior transit advertising displays are referred to as ultra kings (also referred to as super kings), curbside queens, driver side kings, taillights, headlights, all with different size specifications providing highly visible street-level messaging. Typically poster advertisements are printed on light-weight corrugated plastic board, and mounted in a plastic or metal frame attached to the side of the bus (frames are most commonly found on older transit fleet vehicles). Other times, adhesive vinyl or paper materials are used where frames are not present. As buses cruise city streets, exterior messages can be seen by both pedestrian and vehicle traffic either stopped or moving behind, in front, or to the side of buses. This can be an appealing option to a diverse set of local and national advertisers, particularly because of the street-level visibility from eye-level displays, creating an opportunity for robust advertising revenues.

- Ultra or Super King Size Posters – On a traditional city bus, these posters are located on the driver side of the bus below the window base, stretching from the front to rear wheel tire wells, an approximate distance of twenty feet.
- King Size Posters – The principal difference between King Size and Ultra King Size posters is the location of the poster on the bus, which also determines the poster's length. King Size posters are located on the curbside (the boarding side) of the bus, between the front wheel tire well and the backdoor of the bus. The back door of the bus shortens the overall length of available poster space, but this poster is located on the boarding and alighting side of the bus and also is more visible to pedestrians at the street level.
- Curbside Queens Posters – Similar to the King Size poster, curbside queen posters are also located on the curbside of the bus and between the front wheel tire well and the backdoor of the bus, but are shorter in length.
- Headlight Posters – These posters are generally small posters appearing on the front of the bus between the headlights, above the front bumper and below the front windshield. Increasingly, transit agencies are deploying buses with bicycle racks at the front of the bus. These racks are typically equipped with flat advertising spaces when in the upright position that may take the place of headlight advertisements.

  Taillight Posters – The opposite of headlight posters, taillight posters are mounted in frames or adhesive materials on the backside of the bus exterior. The width between the taillights allow for larger rectangular advertisements. While the size of this advertisement may be smaller as compared to other exterior advertisements, the location of the advertising space generally results in higher price rates because advertisements are viewed for greater durations by following traffic or when traffic is queued behind the bus at an intersection.

Full or partial bus wraps are also used by many transit agencies and are considered the premium level of transit advertising. Buses or trains are fully or partially wrapped using an adhesive vinyl or paper material that clearly displays the product to outside viewers but permits bus riders to view out the windows of the bus or train with a high degree of clarity. Fully wrapped buses are entirely covered (with the notable exception of the driver window and front windshield), while partially wrapped buses leave portions of the buses exterior base paint visible. Fully wrapped buses or trains are often the most expensive form of transit advertising, but with the greatest potential to reach the most people. Traditionally, buses or trains that are fully wrapped are vehicles serving the highest performing routes in the transit system, or routes covering the greatest amount of territory in a metropolitan area. These routes typically reach a maximum commercial audience, and are therefore an attractive tool to advertisers that can generate significant

revenue to the transit agency. Bus wrapping can also take the form of public art. Figure 80 and Figure 81 display bus fully and partially wrapped buses.

**Figure 80: Fully Wrapped Bus**

**Figure 81: Partially Wrapped Bus**

National revenue averages for exterior signage units are $1,000 total per vehicle per month, and with a fully vinyl wrapped vehicle $2,000 total revenue per vehicle per month. On average CCT could expect to have approximately 50% of available ad space sold at any given time. Potential earnings could be as much as $45,000 per month assuming an average of 50 vehicles operating with sold advertising.

***Exterior Digital Bus Advertising***

A recent trend in bus advertisement is the use of exterior digital displays. As displayed in Figure 82, some Vancouver buses now carry LED digital displays on the sides of buses. Additional research is necessary to determine the capital and operating costs associated with these types of displays.

**Figure 82: Exterior LED Display**

*Interior Bus Advertising*

Where exterior bus advertising is capable of reaching a mass audience quickly through large but simple displays, interior advertising capitalizes on the captive nature of the transit user audience and the duration of their trip. Transit riders typically remain in a transit vehicle for more than one stop and the time in transit (including the dwell time at stops) allows them to view interior advertisements for long periods. Advertisers typically include more written copy and images displays on interior advertisements. This can be attractive to advertisers promoting a range of products or services, such as collegiate institutions promoting a variety of academic programs appealing to a broad spectrum of potential enrollees or travel agencies offering a variety of vacation packages to multiple destinations.

Interior bus advertisements, sometimes referred to as "Car Cards," are smaller-sized posters mounted in plastic frames between the top of the window and roof of the bus, or sometimes along vertical panels within the bus (a popular location is the vertical panel behind the driver's seat, or seatback panels by the rear door). Space above the very back seats of the bus may also be available, although the visibility of this location is limited due to most seated or standing passengers facing forward in the direction of the buses travel path. The direction of seating can dictate the pricing scheme for interior bus advertising, with most transit agencies charging higher rates for advertising space at the front of the bus. It is important to remember that interior panel advertising must not interfere with the location or operation of emergency systems such as window evacuation latches or fire extinguishers. Some buses are equipped with advertisement lighting systems running the length of the bus that allow for interior illumination of advertisements rather than printed placards. Interior advertisements are typically printed on cardstock, corrugated cardboard or plastic. Other forms of interior advertisements can include hanging hook placards from overhead hand rails sometimes used to promote transit programs or route specific information.

*Interior Digital Bus Advertising*

Mobile digital devices are becoming increasingly important in the way people communicate, and advertisers are looking for dynamic messaging systems to communicate with the public. For the transit agency, digital advertising offers several benefits; digital screens can display multiple announcements, a benefit when promoting an advertising program because these messages can reach a wide variety of coveted advertising markets, and digital displays replicate the modern lifestyle that many system users find appealing. Digital interior advertising can deliver news, weather, and entertainment announcements, commercial advertisements, CCT service or route announcements and destination information, or public service announcements. Digital media may be more attractive to advertisers on premium line-haul express transit routes carrying a concentrated group of people over longer distances for a greater duration of time, such as coach buses with trip lengths of 20 or more minutes. New flat panel monitor displays make digital displays relatively easy to install. While these displays could be installed in standard city buses, the typical duration of a standard city bus ride is shorter as compared to a commuter coach bus ride, and advertisers may be weary of the short viewing duration and written copy that may be displayed. Furthermore, the heavy use of local buses and the potential for vandalism of displays should be considered prior to installing digital displays in local buses. The Metropolitan Atlanta Rapid Transit Authority (MARTA) currently uses digital advertising inside train vehicles. Dynamic messaging can help generate revenue for CCT and provide an onboard opportunity to extend the CCT brand and ridership values.

A qualified 3rd party vendor installing in-vehicle flat screen displays and selling advertising time based on GPS location could generate an additional $140,000 per year or more in advertising profits for CCT. It would be advisable to list this type of digital network as an objective in the CCT request for proposal.

### 6.3.2. Transit Facility Advertising

*Shelter or Bench Advertising*

Transit shelters and street furniture offer fixed facilities that may be used to display outdoor advertisements, thereby generating additional revenue to the transit agency. Shelters are typically three-sided structures roofed structures, with Plexiglas windows providing weather shielding to waiting passengers. Most bus shelters include some space for advertising, such as plastic or metal frames mounted on the back windows or outbound side of the shelter. It is important that shelters provide sufficient viewing area on the arrival side of the shelter for passengers to watch for arriving buses. Increasingly transit agencies are using double-paned window frames to insert advertisements between the Plexiglas to avoid vandalism to frame mounts and posters. More recently, removable vinyl or paper advertisements have been used that cover entire window areas. In areas with high pedestrian traffic, or locations where several routes serve a similar stop, shelters may be electrified to provide light for convenience, safety, and advertising purposes. Figure 84 displays a new bus shelter with electrification and advertising components.

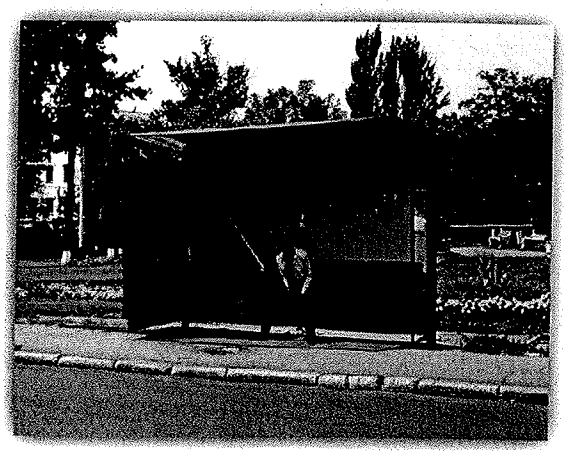
Figure 83: Shelter Advertising

A growing trend in the transit industry for advertising outdoor or within transit facilities is for advertising companies to fully subsidize the up-front capital construction and maintenance costs of new transit stops. The average capital cost of a bus shelter ranges from approximately $10,000 to $50,000, depending on the shelter's size, character and location, which includes construction labor, raw materials, right-of-way purchase (if applicable), special foundation work, mandatory ADA treatments, and other costs such as curb and gutter reconstruction. While the transit agency does not see as significant a revenue return as other forms of advertising, this relieves the transit agency from the costs of building a new shelter and the continued operations and maintenance costs. It is important to consider existing commercial signage policies when adopting a policy that allows commercial venders to subsidize the construction of a transit shelter.

Another trend in transit advertising is special event or limited time promotional advertising. For example, McDonald's Corporation has temporarily retrofitted selected bus stops in metropolitan areas around the country in the shape of Monopoly game pieces to temporarily promote their annual in-store Monopoly game event. As shown in Figure 84 and Figure 85, transit agencies are taking new approaches to traditional transit stops. Figure 85 shows a home furnishings store advertisements incorporated into the entire bus shelter. This type of advertising is likely to be a premium service available to advertisers that could generate significant revenue. Many transit agencies are also redesigning bus shelter facilities to evoke a more modern and distinguishable feel with enhanced passenger amenities, including space for advertising. While new bus shelters are more costly than traditional bus shelters, advertising agencies are often paying the up-front capital costs and future operating or maintenance costs while recognizing significant capital benefits of their own.

Figure 84: Traditional Bus Shelter with Advertising

Figure 85: Special Event Bus Shelter Advertising



The national average of reported revenue for full shelter ad space is up to $10,500 per month, per shelter in urban areas and up to $3,000 per month, per shelter in rural areas. Soliciting the resource of a 3rd party vendor to handle this type of advertising for CCT will increase its effectiveness and provide an optimal impact on revenue generation. Furthermore, CCT could use a portion of shelter ad revenues to fund improvements to the current shelters or construct new shelters – which in turn creates more advertising opportunities, while also providing a more pleasant experience to the transit rider.

***Electronic Flat Panel Advertising***

As with in-vehicle electronic displays, another viable option are flat panel digital displays linked by a wireless network and placed at transit centers, shelters and park and ride lots. This type of advertising is being adopted by many transit agencies across the country. The ability to display dynamic messages, from real-time passenger information to news, weather, and entertainment news is an attractive option for advertisers. The opportunity for commercial establishments to sponsor electronic messaging can help offset the capital and operating costs associated with implementing these systems. Furthermore, any remaining revenue generated from advertising sales on these systems can also contribute to the maintenance costs of the facility. Electronic flat panel advertising has great revenue potential and many vendors that provide this service are willing to pay the up-front capital and operating costs in exchange for a share of future ad revenue.

### 6.3.3. Other Transit Media Advertising

***Fare Cards and Printed Materials***

Some transit agencies are beginning to sell advertising space on fare media cards and printed transit materials such as schedules or transit promotional materials and subsidy program announcements. Ticket vending machines at transit facilities issue cards for riders after payment of the transit fare that could include space for advertising promotions or offer an opportunity to advertise CCT programs. The sale of advertising space on fare media can help offset the cost of the paper or ticket vending machine costs. Additionally, transit agency materials, including maps, schedules, or promotional program announcements available in buses, trains, or transit facilities could be sponsored by partnering agencies or companies,

helping to offset printing and production costs. Handholds are also now being used by advertisers for select products. Figure 86 provides an example of creative non-traditional interior bus advertising.

Figure 86: Creative Bus Advertising

*Wayfinding Kiosks*

Beyond the bus or train stop, some transit agencies have sponsored or constructed simple unmanned wayfinding kiosks displaying area maps with transit route information and schedules. These kiosks are typically located nearby a bus stop or station in areas with high pedestrian traffic. Maps can include the location of major retailers, civic or cultural institutions, and sporting or event arenas. As with new bus shelters, the construction or maintenance of these kiosks could be sponsored by advertising agencies or commercial establishments that wish to have their location published on maps or other displays. Increasingly, cities and transit agencies around the country are recognizing the benefits of providing system users with transit information and off-board wayfinding displays as complimentary features that can help promote transit usage. Figure 87 displays a wayfinding kiosk advertising a soft drink.

Figure 87: Wayfinding Kiosk Advertisement

*Integration of Outdoor to Enhanced Online Applications*

As the use of social networking websites and mobile applications continue to grow, many transit agencies have developed pages on social networking sites or specific applications ("apps") for SmartPhones or other mobile devices to communicate real-time transit information and programs with transit system users. As noted, advertisers are now looking for online or mobile technology advertising opportunities to sponsor. CCT should consider creating a Facebook and Twitter page that compliments a newly rebranded CCT website. This cross-linking of sites offers tremendous visibility and awareness of CCT services and products, provides a meaningful platform to discuss the benefits of CCT to the community and reinforces the CCT brand. Recent studies suggest that applied new media strategies can lead to a 30% increase in brand value. Furthermore, these enhancements increase the value of your outdoor offerings by allowing advertising partners to integrate their outdoor messages to your online platforms.

## 6.4. Revenue Potential

Depending on the types of advertising and the local advertising market, CCT can expect to receive 35% to 60% of the advertising profits generated by a qualified 3rd party vendor. Recent market survey data suggest that advertising along line-haul express routes typically covering longer distances and highly traveled local fixed routes within the CCT system display strong indicators for advertising revenue. With over 100 vehicles to leverage, several park and rides and transit centers, there are strong opportunities to generate additional revenue. Table 19 outlines a preliminary estimate of potential advertising revenues to CCT. It is important to note that these are estimates of potential revenue based on typical revenues attained by other transit systems. In recent discussions with both transit agencies and advertising vendors, the outdoor advertising market and revenues have softened significantly in the past two years, in response to the economic downturn. For these reasons, and because the recent economic downturn has affected advertising rates, HDR has conservatively projected CCT annual revenues as about 50 to 75 percent of the total potential revenue.

**Table 19: Projected CCT Advertising Revenue**

| Type of Advertising | 2012 | 2013 |
|---|---|---|
| Exterior Bus Advertising | $90,000 | $190,800 |
| Interior Bus Advertising | $40,000 | $84,800 |
| Interior Bus Digital Advertising | $45,000 | $95,400 |
| Shelter Advertising | $20,000 | $42,400 |
| Bus Benches | $10,000 | $21,200 |
| CCT Facilities Flat Panel Displays | $15,000 | $31,800 |
| Potential Advertising Revenue | $220,000 | $466,400 |
| Projected Annual Revenue | **$50,000 - $100,000** | **$200,000 - $300,000** |

(1) Assumes 6 to 9 months of revenue for FY 2012.
(2) Cobb's advertising vendor may not implement all of the advertising types.

## 6.5. Conclusion and Next Steps

The high visibility of CCT vehicles and properties along local and express bus routes to Atlanta represent a market of high interest to advertisers. With an estimated population of more than 690,000 people, of which 50% are 18 years of age and over, and a generally affluent population, Cobb County, Georgia residents represent a highly sought after advertising demographic. Recent survey data show that a higher than average number of CCT riders, pedestrian traffic, and drivers with longer than average drive times are uniquely positioned for impressions via outdoor advertising. CCT has a unique opportunity to leverage these assets by issuing an RFP for advertising vendor/partners and implementing a comprehensive advertising program. Once the advertising market is established (after one year), CCT can expect advertising revenues of about $200,000 to $300,000 per year.

Recent survey data, demographic information, fleet size, and other ancillary data all provide strong indicators that an advertising program would be desirable and profitable for CCT. In addition to advertising revenue CCT could also benefit from improved advertising venue infrastructure, and as is standard for most transit agencies that offer advertising, CCT could use a percentage of the advertisement space they offer to extend their own branding and marketing efforts – for free.