

REQUEST FOR PROPOSAL

THE DISTRICT DISTRICT
Purchasing Department
10626 International Blvd.
Oakland, CA 94603

PROPOSALS MUST BE RECEIVED at 10626
International Blvd. by August 12, 2010
11:00am

Sign the proposal, put it in an envelope, and write the Contract Proposal number and Title on the outside. Sign and return this page. Retain Proposer's Duplicate copy for your files.

SIGN AND RETURN THIS PAGE
CONTRACT PROPOSAL NO.:
2010-10206 Date: July 14, 2010

TITLE: Creative Writing and Marketing Services

DO NOT INCLUDE SALES OR EXCISE TAXES in proposal prices.

ALL PROPOSERS COMPLETE THIS SECTION:

2010

Upon execution of a Contract Acceptance form, the undersigned agrees to furnish, subject to provisions on the reverse of this form, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the contract proposal, when authorized by Purchase Order, Contract Order, or Letter of Agreement issued by the District.

Name under which business is conducted: _____

Business street address: _____ Telephone: _____

City

State

Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed _____ Typed Name _____

IF PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that we are partners in the business (joint venture) named above and that we sign this contract proposal with full authority to do so (one or more partners sign):

Signed _____ Typed Name _____

Signed _____ Typed Name _____

IF CORPORATION, sign here:

The undersigned certify that they sign this contract proposal with full authority to do so:

The undersigned certify that they sign this contract proposal with full authority to do so:

Corporate Name: _____

Signed _____ Typed Name _____ Title _____

Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. RENDITION OF SERVICES

The Contractor hereby agrees to undertake, carry out and complete all work established herein in a professional and efficient manner satisfactory to District standards.

The professional service or the performance of work or services required by the District cannot satisfactorily be performed by the regular employees of the District.

2. CONTRACTOR'S STATUS

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

Contractor shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, production, typing and printing. Contractor shall be solely responsible for reimbursing any subcontractors and the District shall have no obligation to them.

3. OWNERSHIP OF WORK

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

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

4. RECORDS

The Contractor shall permit the authorized representatives of the District to inspect and audit all data and records relating to performance under this Agreement. Contractor shall maintain all such records for a period of three (3) years after the District makes final payment under this Agreement.

5. TERMINATION FOR DEFAULT

In the event the Contractor breaches the terms or violates the conditions of this Agreement, and does not within ten (10) days of written notice from the District cure such breach or violation, the District may immediately terminate this agreement, and shall pay the Contractor only its allowable costs to the date of termination.

6. TERMINATION FOR CONVENIENCE

The District may terminate this Agreement, in whole or in part, at any time for the District's convenience and without cause at any time by giving the Contractor written notice of termination. The Contractor will be paid for those services performed pursuant to this Agreement to the satisfaction of the District up to the date of notice of termination. The Contractor shall promptly submit its termination claim. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same and dispose of it in the manner the District directs.

7. NON-DISCRIMINATION

In connection with the execution of any Agreement hereunder, the Contractor shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age as defined in Section 12926 Government Code.

8. INDEMNIFICATION

The Contractor shall indemnify, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

9. CHANGES

If any changes to the scope of services are sought by either party that would require a modification of the amount of compensation, the changes must be

reviewed in advance of any action to implement the change by the Project Manager and the Purchasing Department.

The District may at any time by written order make changes within the Scope of Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, the Contractor shall notify the District in writing of the amount of time and compensation adjustments that are required.

In the event the Contractor encounters any unanticipated conditions or contingencies that may affect the scope of services and would result in an adjustment to the amount of compensation specified herein, Contractor shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting therefrom.

Any notices shall be given to the District under the NOTICES clause of the Special Conditions. Any and all agreed upon pertinent changes shall be expressed as a written modification to this Agreement prior to implementation of such changes.

10. DISPUTE RESOLUTION

In case any disagreement, difference or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Agreement or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the rules of the American Arbitration Association.

Any award made by the Arbitrator(s) shall be final, binding and conclusive upon all parties and those claiming under them. The costs and expenses of any Arbitration shall be borne and paid, as the Arbitrator(s) shall, by their award, direct.

The submission to Arbitration is hereby made a condition precedent to the institution of any action at law or in equity with respect to the controversy involved; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and only in the manner permitted by law.

11. NO ASSIGNMENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

12. PROHIBITED INTERESTS

No member, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

Contractor covenants that it presently has no interest, direct or indirect, which would conflict, in any manner or degree with the performance of the services called for under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

The District may require Contractor to file an annual Statement of Economic Interest form pursuant to the Political Reform Act of 1974 (Government Code Section 81000 et seq.)

13. WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

14. GOVERNING LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

15. INSURANCE

Depending on the nature of the services being solicited, the District may have certain minimum insurance requirements.

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SPECIAL CONDITIONS

16. **GENERAL INFORMATION**

Alameda-Contra Costa Transit District is a special district, organized under the laws of the State of California, which provides public transit service to approximately 220,000 daily riders with a fleet of more than 640 buses. The District's service area extends from Western Contra Costa County to Southern Alameda County. The District has approximately 2,300 employees and is financed through the receipt of transit fares, property taxes, state and federal funding.

This Request for Proposal (RFP) outlines the scope of the requested services as well as information that should be included in proposals.

To be considered, **one (1) original and three (3) copies** of written proposals must be submitted to Brian K. Jackson, Purchasing Department, AC Transit, 10626 International Blvd., Oakland, California 94603 **no later than 11:00 am on August 12, 2010**. No e-mail or facsimile transmissions will be accepted. All proposals should be clearly **marked CREATIVE WRITING AND STRATEGIC MARKETING SERVICES**. **Proposals not received by the designated date and time will not be considered.**

Proposals will remain in effect for ninety (90) days from the designated date for receipt of proposals, unless mutually extended. No pre-award costs will be paid. The General Manager's signature and only his signature will constitute a binding award.

17. **SCOPE OF SERVICES**

See Scope of Services.

18. **PROPOSAL REQUIREMENTS**

Interested proposers shall submit proposals and qualifications in a brief response to this informal Request for Proposal, including a detailed statement of qualifications. Each proposal must be submitted in two (2) separate sealed envelopes within the proposal package. **Part I will contain all responsive materials except those relating to cost. Part II will contain only information relating to cost.** Specifically, proposals shall include, at a minimum, the following information, presented in a clear, comprehensive, and concise manner.

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- A. Firm name, name of principals, address(es), telephone and fax number(s), and E-mail and/or web site address(es) for each individual that will be performing services under this informal Request for Proposals.
- B. If applicable, a list of subcontractors that will be performing any of the services listed herein.
- C. Statement of professional experience and examples of work as an illustration of successfully conducting the services required.
- D. References from at least three (3) recent clients for whom the contractor has provided similar or specific services. This list of references should specify:
 - Company name
 - Contact person and contact person's title
 - Contact person's address, phone number, fax, number and e-mail address.
- E. Fixed hourly rate for services, (provided in a separate sealed envelope).

19. EVALUATION AND AWARD

- A. Evaluation Criteria in ascending order of importance:

Cost:

- Hourly Rates.

Technical:

- Writing Experience for Promotional, Technical, and Educational Purposes.
- Experience in Preparing Grant Proposals.
- Quality of work.

Past Performance:

- References.

- B. Evaluation Process

- All proposals are evaluated and ranked on technical criteria specified in the solicitation.

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- Proposals that are technically acceptable are re-evaluated with cost as a consideration.
- Using both technical and cost criteria proposals are ranked accordingly to a competitive range.
- District may negotiate with all responsible proposers in the competitive range.
- The District, at its sole discretion, will determine whether to hold discussions with proposers who are in the “competitive range” or to award the contract without discussion based on the initial price proposal.

C. Award

The District reserves the right to award without negotiation. Therefore, contractors are encouraged to submit their best offer initially. The District will award to the proposer whose proposal is most advantageous to the District, with cost and other factors considered. After the District approval of award, unsuccessful proposers will be notified of such award in a timely manner.

20. INSURANCE

It is strongly recommended that bidders confer with their respective insurance carriers and/or brokers to determine in advance of bid submission the availability of insurance, Certificates and Endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Bidder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages for property which may arise from or in connection with the performance of the work hereunder by the bidder, bidder's agents, representatives, employees or subcontractors. The District reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

A. Minimum Scope of Insurance

Coverage shall be least as broad as:

1. General Liability: Coverage is to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG 0001.

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2. Automotive Liability: Coverage is to be equal to Insurance Services Office Business Auto Form CA 0001 (01/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance

Bidder shall maintain no less than:

1. General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If an aggregate limit is used, either a separate aggregate limit shall apply to this project/location or the aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

C. Deductible and/or Self-Insured Retention

Any deductibles and/or self-insured retention must be declared to and approved by the District. The District reserves the option to require the insurer to reduce or eliminate such deductibles and self-insured retention as to the District, and/or require the Contractor to procure a bond guaranteeing the payment of any deductible or self-insured retention of losses, related investigations, claims, administration, and defense expenses.

D. Other Insurance Provisions

Policies are to contain the following provisions:

1. General Liability and Automotive Liability policies:
 - a. The District, its officers, officials, and employees are to be covered as insured as respects: liability arising out of activities performed on behalf of the Contractor; products and completed operations of the Contractor; premises

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owned, occupied or used by the Contractor; and automobiles, owned, leased, hired, or borrowed by the Contractor. Coverage shall contain no special limitation on the scope of protection afforded to the District, its officers, officials, or employees.

- b. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, and employees. Any insurance or self-insurance maintained by the District, its officers, officials, or employees shall be in excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure with reporting provisions of the policies including breaches of warranties, shall not affect coverage provided to the District, its officers, officials, or employees.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurers liability.
2. Workers' Compensation and Employers Liability

The insurer shall agree to waive all subrogation rights against the District, officers, officials, and employees, for losses arising from work performed by the Contractor for the District, except with respect to the limits of insurer's liability.

3. All Coverage
- a. Each policy required shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District.
 - b. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by the District as well as contractor being required to provide acceptable evidence of the policy's retroactive date, and will be also required to maintain the coverage with the same retroactive date for a period of not less than five (5) years following termination of services.

4. Acceptability of Insurance

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Insurance is to be placed with insurers with a current A.M. Best rating of no less than "A- : VII."

5. Verification of Coverage

Contractor shall furnish the District with appropriate Certificates of Insurance and with original Endorsements effecting coverage required and signed by a person authorized by the insurer to bind coverage. Certifications and Endorsements are to be received and approved by the District prior to commencement of any work under the Contract. The District reserves the rights to require certified copies of all required insurance policies.

6. Other Requirements

- a. Should any work under this Contract be sublet, the Contractor shall require each subcontractor of any tier to comply with all of the Contract's insurance provisions and provide proof of such compliance to the District.
- b. These insurance requirements are not intended to and shall not in any manner limit or otherwise qualify the liabilities and obligations otherwise assumed by the Contractor under this Contract, including indemnification provisions.
- c. Compliance with these insurance requirements is considered a material part of the Contract. Breach of any such provision may be considered a material breach of the Contract and result in action by the District to withhold payment and/or terminate the Contract.

21. PROTEST PROCEDURES

A. Protest Before Opening

Protests based upon restrictive specifications or alleged improprieties in the proposal procedure shall be filed, in writing, with the Procurement and Materials Director, ten (10) days prior to the proposal opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

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B. Protest of Award

An Offeror (or other interested party as defined under the District's Protest Procedures) may file protest with the District alleging a violation of applicable federal or state law and/or District policy or procedure relative to the seeking evaluating and/or awarding of a procurement contract. Such protest must be filed no later than ten (10) days after the date of Notice of Award or non-award of contract by the District.

Copies of the District's Procurement Protest Procedures may be obtained from the District's Procurement and Materials Director. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S WRITTEN PROPOSAL PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.

22. PROHIBITED INTERESTS

- A. No member, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in this Contract or the proceeds thereof.
- B. Contractor covenants that it presently has no interest, direct or indirect, which would conflict, in any manner or degree with the performance of the services called for under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed by the contractor. The contractor further covenants that it receives no commissions or other payments from parties other than the Districts as a results of work performed hereunder.
- C. The District may require the contractor to file an annual Statement of Economic Interest form pursuant to the Political Reform Act of 1974 (Government Code Section 81000 et seq.)

23. EQUAL OPPORTUNITY/NON DISCRIMINATION

It is the policy of the district to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which minority and small/local business can compete for all District contracts. In connection with the performance of this contract, the Contractor will cooperate with the District in furthering the district's policy.

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24. SMALL LOCAL BUSINESS PROGRAM

The District has established a Small Local Business Procurement Program (Board Policy 351) to ensure that small local business enterprises have a meaningful opportunity to participate in The District's procurements. The District believes that a Small Local Business Procurement Policy can provide support to small local businesses and enable them to more effectively compete for The District procurements, especially those businesses that have been at a disadvantage in the past. Under the current Policy, a Small Local Business is a business which meets the U.S. Government's Small Business Administration (SBA) size standard and is located within The District's geographical service area.

Contractors doing business with The District are encouraged to utilize small local businesses in their subcontracts. Contractors responding to this solicitation **shall** complete and submit with their response, the Small Local Business Procurement Worksheet (attached to this solicitation), which indicates whether they intend to use small local businesses in the contract to be awarded, and, if so, the percentages of contract work to be allocated to small local businesses. Contractors can contact the Contract Specialist or Buyer assigned to this procurement for information on SLBE resources.

25. TYPE OF CONTRACT

This is a firm-fixed price type contract for a base period of two (2) years with two (2) one (1) year priced options. Prices to be proposed for these services are to remain fixed for a one (2) year period.

26. OPTION TO EXTEND THE CONTRACT (PRICED)

At the sole discretion of the District, the contract may be extended unilaterally by the exercise of the two (2) one (1) year priced options. If exercised, the District shall notify the contractor in writing of its intent to exercise the priced options at least thirty (30) days prior to the exercise of each option. The options shall be exercised in accordance with the prices proposed in the original proposal.

27. VENDOR REGISTRATION

If you are not already an AC Transit registered vendor, an online Vendor Registration is required prior to contract award. Proposers/Bidders should access www.actransit.org, select: purchasing, online purchasing, and Register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification – containing

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original signature – in proposals/bids. If online access is not available, contact the Purchasing Department for instructions.

28. FURTHER INFORMATION

Prospective contractors may contact Brian K. Jackson, (510) 577-8837, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted, for further information.

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CREATIVE WRITING AND STRATEGIC MARKETING SERVICES
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SCOPE OF SERVICES

1. **BACKGROUND**

The Alameda-Contra Costa Transit District ("The District" or "District") is seeking a creative copywriter and marketing contractor to work on retainer over the next two (2) years to prepare thematic material and copy on an as needed basis, for a variety of publications and multi-media productions associated with the District's activities and services, including the District's environmental and hydrogen fuel cell programs. The contractor will be expected to generate original copy reflecting a creative style, with the objective of informing decision-makers, the general public, special interest groups, school children, the District employees, and other audiences about the District's environmental programs and activities.

The District operates 100 transit lines carrying 215,000 riders each weekday and over 64 million passengers per year. The District's service area includes 13 cities (San Pablo, Richmond, El Cerrito, Albany, Berkeley, Emeryville, Oakland, Piedmont, Alameda, San Leandro, Hayward, Newark, and Fremont) and the unincorporated areas of Western Contra Costa and Alameda counties – a combined service area population of 1.5 million people in the East Bay of the San Francisco Bay Area.

The District is developing an internationally recognized hydrogen fuel cell demonstration program. As a member of the California Fuel Cell Partnership, the District's primary objective is to work in partnership with the private sector to develop and commercialize fuel cell technology for the transit industry. More detailed information about the District's hydrogen fuel cell program can be found on the District's web site at www.actransit.org/environment.

2. **SCOPE OF WORK**

The Scope of Work includes writing and revising reports and assessments, creating policy positions and mission statements, branding projects and programs, grant writing, writing public relations materials for print, web and video distribution, and working with District staff to craft a comprehensive PR and marketing strategy aimed at promoting the District's image as a leader in environmentally sensitive mass transit.

Specifically, the contractor will work with District staff, including the District's Graphic Design Department, to develop ideas and original copy for environmental mission and policy statements, grants, brochures, booklets, flyers, reports, visual information displays, special exhibits, multi-media applications, and related public relations programs and activities.

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SCOPE OF SERVICES

The Scope of Work includes technical writing, creative writing, and copy writing for all different media and the ideal candidate must have a minimum of seven (7) years experience/skills in:

- Creative writing in both prose and script writing.
- Technical writing for both professional and lay audiences.
- Copy writing, with specific experience in creating print and television ad campaigns for regional transit agencies.
- Web content writing, specifically in conveying complex issues to broad audiences.
- Grant writing and fundraising consulting.
- Branding and creating mission statements for non-profits and public service agencies.
- Public Relations and Marketing, with specific experience writing promotional materials for environmental non-profits.
- Media relations, video production and editing.
- Research, both technical and in-person journalistic / documentary reporting.
- Experience working with and writing for diverse audiences.
- Project and Personnel Management.
- Budgeting and Scheduling.
- Computer literacy including Word, Excel, Photoshop, Illustrator, and Publisher.

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- Public speaking and on-camera interviewing.
- Teaching and science education.
- Proven experience writing on environmental issues.
- A deep understanding of regional transit issues within The District's service area.
- Background in science, environment, education, and writing.

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ATTACHMENT 1: Disadvantaged Business Enterprise (DBE) Certification

Company Name

Street /Mailing Address

City/State/Zip Code

TAX I.D. _____

I. PRIME CONTRACTOR

☐ The Bidder/Proposer is a CalTrans certified DBE under the CalTrans Uniform Certification Program.

Certification No. _____ Expiration Date _____

☐ The Bidder/Proposer has applied for DBE status through the CalTrans Uniform Certification Program.

Application Date _____ Status of application _____

☐ The Bidder/Proposer is not a CalTrans certified DBE under the CalTrans Uniform Certification Program.

II. SUB-CONTRACTOR (if proposed in bid or proposal)

Attach a separate sheet for each sub-contractor to be used in the performance of services under a proposal specifying the sub-contractor DBE status as stated under section I listed above.

If not already registered, sub-contractors should access www.actransit.org, and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

Prime Contractor's are requested to explain the DBE program and encourage sub contractors to apply for certification.

Prime Signature _____ Date _____

(Position/Title)

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ATTACHMENT 2: SMALL LOCAL BUSINESS PROCUREMENT WORKSHEET

Contractors doing business with the District are encouraged to utilize small local businesses in their subcontracts. Under the current Board Policy (351), a Small Local Business is a business that meets the U.S. Government's Small Business Administration (SBA) size standard and is located within The District's geographical service area. Contractors can contact the Contract Specialist or Buyer assigned to this procurement for information on SLBE resources.

Contractors responding to this solicitation **shall** complete the following questions and include this Worksheet with their bid or proposal, indicating whether they intend to use Small Local Businesses in the contract to be awarded and, if so, the percentages of contract work to be allocated to Small Local Businesses. **If there is no opportunity for SLBE utilization, please indicate on the form with "N/A".**

Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.

[END OF SMALL LOCAL BUSINESS PROCUREMENT WORKSHEET]

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ATTACHMENT 3: DESIGNATIONS OF SUBCONTRACTORS

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, contractor shall list the name and address of each subcontractor, including DBE subcontractor to whom contractor proposes to Subcontract more than ½ of 1 percent of the work, and description and portions of the work or services to be subcontracted. **If you do not intend to subcontract any work under the contract, please indicate on the form with "N/A".**

Attach additional copies of this form if more space is required.

Name:
Address:
Estimated dollar amount of subcontract & description of work:
Is the firm a DBE? (YES/NO/PENDING)
How many years has the firm been in business?
What are the firm's gross annual receipts for the most recent three years?
Name:
Address:
Estimated dollar amount of subcontract: & description of work:
Is the firm a DBE? (YES/NO/PENDING)
How many years has the firm been in business?
What are the firm's gross annual receipts for the most recent three years?

[END OF DESIGNATIONS OF SUBCONTRACTORS]

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CONTRACT

THIS CONTRACT is made and entered into this ____ day of ____ 2010, by and between the ALAMEDA CONTRA COSTA TRANSIT DISTRICT (hereinafter "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and _____ (hereinafter "Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK

Contractor shall furnish the District all materials and services in full accordance with Request for Proposal No. 2010-10206, prepared and issued by the District entitled, **Creative Writing and Strategic Marketing Services** dated _____.

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of this Contract by reference:

- A. This Contract
- B. Request For Proposal 2010-10206 and any addenda
- C. Contractor's submitted proposal

3. PERIOD OF PERFORMANCE

Services under the contract shall commence XXXX XX, 2010 and continue through XXXX XX, 2012, for the two (2) base year period, with two (2) one (1) year priced options to continue until XXXX XX, 2014. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of the District.

4. CONTRACT PRICE

The District agrees to pay the Contractor in accordance with their submitted proposal, at the hourly rate of \$_____, with a not-to-exceed (NTE) amount of \$_____ for services performed in accordance with this contract over a two (2) year period. The District and the Contractor must mutually agree upon any adjustments in payment. Invoices for services performed shall be submitted monthly by the Contractor to the District Accounts Payable, P.O. Box 28507, Oakland, California. 94604. **Please reference Contract Number 2003-10124 and the Purchase Order Number on all invoices.**

CREATIVE WRITING AND STRATEGIC MARKETING SERVICES
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CONTRACT

5. **COST REPORTING**

The Contractor shall notify the District's Project Manager in writing whenever it has reason to believe that the total allocable costs have reached 75% of the of the total contract budgeted amount. Additionally, the Contractor shall notify the District immediately if the projected costs of performance of additional requested tasks would cause the budgeted contract amount to be exceeded. The Contractor is not authorized to exceed the budgeted contract amount unless or until a contract modification has been issued, which increases the price.

6. **NOTICES**

Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract.

DISTRICT:
Procurement and Materials Director
10626 International Blvd.
Oakland, California 94603

CONTRACTOR

7. **ATTORNEY'S FEES**

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

8. **SEVERABILITY**

If any provision of this Contract is declared void or unenforceable, such provision shall be deemed severed from this agreement, which shall otherwise remain in full force and effect.

9. **BINDING EFFECT**

All of the terms, provisions, and conditions of the Contract hereunder, shall be binding upon and inure the parties hereto and their respective successors, assigns, and legal representatives.

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10. CONFLICT OF INTEREST

By signing this Contract, the Contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed by the Contractor, and that the Contractor receives no commissions or other payments from parties other than the District as a result of work performed hereunder.

Failure to comply with this provision serves as a basis for termination for default and the collection of any damages.

11. ENTIRE AGREEMENT

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this agreement shall be void and of no effect.

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**CREATIVE WRITING AND STRATEGIC MARKETING SERVICES
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IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

**ALAMEDA-CONTRA COSTA
TRANSIT DISTRICT:**

CONTRACTOR

Mary V. King	Date
Interim General Manager	

NAME	Date
TITLE	

Approved as to Form:

Kenneth C. Scheidig **Date**
General Counsel

John C. Scheidig
Attorney at Law
Counsel

Date

SAMPLE CONTRACT