

# REQUEST FOR PROPOSALS

## THIS IS NOT AN ORDER

ADVERTISED RFP # 0910-180 – Bus Advertising Program  
RELEASE DATE: April 4, 2010

Carson City invites qualified firms to submit proposals for a Bus Advertising program for the Jump Around Carson (JAC) public transportation system. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Proposals."

**PROPOSALS** shall be submitted to the **CARSON CITY FINANCE DEPARTMENT – PURCHASING AND CONTRACTS**, 201 N. Carson Street, Suite 3, Carson City, Nevada 89701, by no later than 5:00 p.m. on April 30, 2010.

**RECOMMENDATION FOR AWARD** will be made by the Public Works Department based on the evaluation results of the City Review and Selection Committee. Once the committee has made a recommendation and a contract is negotiated, the results will be posted on the City's website [www.carson-city.nv.us/Index.aspx?page=998](http://www.carson-city.nv.us/Index.aspx?page=998) and all respondents will be notified by fax of the Recommendation for Award to the successful respondent.

**FINAL SELECTION** will be made by the Carson City Regional Transportation Commission, and is tentatively scheduled for Wednesday, May 12, 2010. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by Carson City shall be deemed final.

### 1 INTRODUCTION (General Information)

- 1.1 Carson City invites interested parties to submit proposals for a Bus Advertising program for the Jump Around Carson (JAC) public transportation system. The Contract that will result from this "Request For Proposals" will include what is indicated in Section 4 of this RFP.
- 1.2 A City Review and Selection Committee will evaluate the proposals submitted.
- 1.3 During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Consulting Firm, or to allow corrections of errors or omissions. Oral interviews may be conducted by the City Review and Selection Committee for the Consultants who submit a Proposal and were short listed.
- 1.4 Submission of a proposal indicates acceptance by the Consulting Firm of the conditions contained in this Request for Proposals, unless clearly and specifically

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noted in the proposal submitted and confirmed in the resultant contract between Carson City and the Firm selected.

- 1.5 The use of the term "firm" refers to Consultant Firms with certified personnel, doing business in the United States and duly registered in the state of Nevada with business license paid to the City and County of Carson City after selection of the firm. With this type of project, the City may accept one or more firms teaming up for joint venture with a Nevada-based firm to prepare the required services, but the City will recognize such a consortium as a single entity only with one juridical personality.
- 1.6 There is no expressed or implied intent or obligation for Carson City to reimburse responding firms for any expenses incurred in preparing proposals as well as travel expenses during interviews in response to this Request for Proposals.
- 1.7 Carson City shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

### 2 CARSON CITY CONTACT PERSON:

- 2.1 Until the receipt and opening of proposals, the proposers' principal contact with Carson City will be as listed below. All questions are to be submitted in writing and potential Proposers will receive copies of all questions and answers except for the questions that are considered proprietary. Questions that are considered proprietary by Public Works and the Office of Business Development will only be answered to the proposer who asked the question. Questions will only be received through 12:00 p.m. on April 26, 2010.

Sandy Scott  
Carson Finance Department – Purchasing and Contracts  
201 N. Carson Street, Suite 3  
Carson City, NV 89701  
775-283-7137  
e-mail: SScott@ci.carson-city.nv.us  
FAX: 775-887-2107

- 2.2 All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other City staff or City officials may be disqualified for doing so.

### 3 BACKGROUND INFORMATION:

- 3.1 Introduction: Carson City operates the Jump Around Carson (JAC) service. JAC began operating in October 2005, and is governed by the Carson City Regional Transportation Commission (RTC). JAC operates on a fixed route system through four (4) distinct routes serving much of the Carson City urbanized area. Carson City also operates JAC Assist, a dial-a-ride program that provides curb-to-curb transportation for ADA paratransit eligible individuals within  $\frac{3}{4}$  mile of any fixed route. In September 2009, Carson City entered into an interlocal agreement

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with Storey County to operate a weekly bus service from Carson City to Virginia City. This service makes four round trips every Saturday.

- 3.2 Project Duration: The contract starts on July 1, 2010 and ends on June 30, 2012, for a total of two (2) years – with two (2) one-year contract extension options that may be exercised by Carson City. This is a revenue contract, based on an annual guaranteed minimum payment plus a percentage of revenue collected.
- 3.3 Description of Service: JAC operates with four (4) 34-ft. buses on four fixed routes: Routes 1, 2A, 2B and 3. JAC Assist operates up to three (3) 25-ft. vehicles in ADA complementary paratransit service. All vehicles in the fleet are ADA accessible. Virginia City Express operates with one bus on one route, with four round trips on Saturday only.
- 3.4 Hours of Service: JAC buses operate between 6:30 a.m. and 6:30 p.m. Monday through Friday; and from 8:30 a.m. to 4:30 p.m. on Saturday. Each route operates on a 60-minute headway. JAC Assist operates during the same days and hours as the fixed-route bus system. Virginia City Express operates on Saturday only, with a round trip at 8:30 a.m., 10:30 a.m., 12:30 p.m. and 2:30 p.m. Buses do not operate on Sunday or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 3.5 Service Area: JAC fixed-route buses operate entirely within the urbanized area of Carson City (see Exhibit A), while JAC Assist vehicles also provide some service into Douglas County, due to the  $\frac{3}{4}$  mile buffer required by ADA (see Exhibit B). Buses operate on major corridors throughout Carson City and are highly visible to traffic and the general population. The Virginia City Express operates from the downtown transfer center in Carson City as far as the senior center in Virginia City, via U.S. 50 and State Route 341 (see Exhibit C).

### 4 SCOPE OF WORK:

- 4.1 Program tasks: The advertising program shall consist of the design, sale, placement, management, installation, maintenance and removal of advertisement on the interior/exterior of buses on the Jump Around Carson (JAC) public transit system. All services necessary to conduct a revenue-producing advertising program for the City transit system shall be provided in a reputable manner to ensure the highest quality possible.
- 4.2 Advertising media: Durable advertising signs shall be produced in a process subject to the approval of the City. Placement of commercial advertising on City buses may be accomplished by frame displays and/or vinyl wraps and decals.
- 4.3 Minimum exterior sales: The goal is to sell a minimum of seventy-five percent (75%) of all available advertising space on the exterior of the buses each month. Documentation of the percentage shall be provided to the City upon request.
- 4.4 Guaranteed payment: The Contractor shall pay the City a guaranteed minimum annual payment to be specified in the contract.

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- 4.5 Percentage of revenue collected: In addition to the guaranteed minimum payment, the Contractor shall pay the City a percentage of revenue collected, which shall be specified in the contract.
- 4.6 Rates and discounts: The Contractor shall agree to charge advertisers in accordance with the rate cards negotiated and approved, which includes up to a fifteen percent (15%) discount for bargaining purposes. Exceptions on special, seasonal or City department promotions will be handled on a case-by-case basis. Contractor shall provide justification for discounts in writing to the City for approval.
- 4.7 Available space: The City shall determine where on the exterior of the bus advertising media shall be placed. No frame display, vinyl wrap or decal shall cover the JAC logo or other bus decals/lettering without City approval.
- 4.8 Reserved rights to advertising space: The City intends to sell interior advertising on newer buses where panel space is provided, with the exception of forty-eight (48) inches of the bus interior panel space located immediately behind the driver on both sides, to which the City reserves exclusive rights. In addition, the City reserves exclusive rights to unsold interior/exterior space on all City buses to be used by the City to advertise events or promotions.
- 4.9 Advertising contracts: The Contractor shall enter into contracts with advertisers. Within fifteen (15) days of entering into a contract with an advertiser, the Contractor shall provide the City with a copy of the signed contract.
- 4.10 Payment due: Revenues shall be due to the City within thirty (30) days following the end of the month in which the revenue activity occurred (i.e., if activity is June 1 to June 30, payment is due by July 30).
- 4.11 No restrictions on production: Advertisers shall not be required to use the production services of the selected contractor for the production of advertising. The Contractor shall notify all advertisers that they are free to utilize the services of any company to produce their advertising, as long as the City advertising standards are met.
- 4.12 Contractor responsible for costs: The City shall not be obligated to pay any production costs or other costs incurred by the Contractor in the operation of the advertising program.
- 4.13 Installation, maintenance and removal: The Contractor shall be responsible for all installation, maintenance and removal of advertising on City buses, and shall remove all ads within fifteen (15) days after the ads have expired or have become obsolete.

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- 4.14 Times of installation and removal: The Contractor shall install and remove interior/exterior ads on City buses at a mutually agreed upon time.
- 4.15 Workspace: The City shall provide a workspace of adequate size and make this workspace accessible to the Contractor for the sole purpose of installing, maintaining or removing advertising media on City buses.
- 4.16 No guarantee for particular routes: When soliciting a contract, the Contractor shall notify the potential advertiser that the City does not guarantee the bus on which the advertiser's advertisement appears will be used on any particular route or on any particular service.
- 4.17 Bus out of service: Buses are routinely pulled out of service for 1-2 days for preventive maintenance. If the bus on which an advertiser's advertisement appears will be out of service for more than three (3) days, and the advertisement cannot be moved to another available bus, the City will notify the Contractor and the advertiser shall be credited for the time the bus is out of service beyond the three (3) days.
- 4.18 Adherence to law and policies: The Contractor and advertisers shall comply with all Federal, State, County and City ordinances and regulations regarding advertising.
- 4.19 Advertising content: The City shall have the exclusive right to approve all advertising content. No advertising will be permitted that:
- is political or religious in nature
  - is false, misleading, libelous, or deceptive
  - promotes alcohol or tobacco products
  - contains scantily-clad models
  - relates to an illegal activity
  - contains obscene material as determined by community standards
  - includes language which is obscene, vulgar or profane
  - implies an endorsement by the City for the product or service
  - promotes a commercial transaction that is expressly prohibited by federal, state or local law or regulations
- 4.20 City statement: Advertisements that express an opinion or point of view shall contain in large, clear and visible type the statement, "No City endorsement implied." The City shall specify and approve the size, placement and color of this statement prior to production of such advertisements.
- 4.21 Graffiti removal: The Contractor shall be responsible for the removal of any graffiti tagged on advertising media installed on City buses. Graffiti removal shall occur within seven (7) calendar days of discovery; however, a goal of three (3) calendar days is recommended. The City shall notify the Contractor of each

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occurrence. In addition, the Contractor shall inspect for graffiti at least bi-monthly and remove within the time frame specified. Failure to comply with this requirement may result in cancellation of the contract.

- 4.22 UV protected: The Contractor shall ensure that all advertising installed on buses can withstand the sun without fading, peeling or cracking, and maintains a professional appearance throughout the life of the display. If signs or decals become unattractive in any way, the Contractor shall inform the advertiser to replace them.
- 4.23 Liability: The Contractor shall acknowledge full liability and responsibility for any claim for damages resulting from the services performed under the contract. The Contractor shall assume full liability and responsibility for any damages resulting to City buses when frames or vinyl wraps are removed. Any damage repair or repainting to any City bus caused by removing advertising shall be paid by the Contractor.
- 4.24 Exclusive right: The Contractor shall be granted the exclusive right to sell all available advertising space on City buses. The City reserves the exclusive right to use buses in advertising trade at one hundred percent (100%) to promote the bus system. All other advertising trades shall be mutually agreed upon by the City and Contractor.
- 4.25 Project meetings: The Contractor shall meet with City staff, community representatives, and at regularly-scheduled meetings on an as-needed basis. The Contractor shall be available at reasonable times and intervals to plan work, review work in progress and fully coordinate activities with City staff. The Contractor shall obtain approval from the City before placing any advertising.
- 4.26 Public information: The City shall make available, without charge to the Contractor, public information, which may include background information, fleet roster, route timetables, ridership data, and other pertinent information.
- 4.27 Activity report: The Contractor shall provide to the City a report on the effectiveness of the advertising sales efforts on a monthly basis. At a minimum, the report shall include the details of sales calls, leads, ads placed, payments, expenses, and other financial data.
- 4.28 Contract termination requirement: Following termination of the contract, the Contractor shall leave the advertising space on bus interior/exterior in the same condition as it existed at the beginning of the contract, excepting reasonable wear and tear.

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## 5 RFP REQUIREMENTS:

### 5.1 Submission of RFP Proposals:

- 5.1.1 A master copy (so marked) of the Proposal and four (4) copies to include a title page showing the RFP subject; the firm's name, address, telephone number and fax number of a contact person. The Proposal must be received on or before the date and time set for receipt of proposals.

Proposals shall be clear and straightforward, and not exceed 30 pages in length not including company brochures. Company brochures are provided as attachments to the 30 pages referenced above.

### 5.1.3 **Proposals shall contain the following information:**

5.1.3.1 A Statement of Project Understanding

5.1.3.2 Project Approach

5.1.3.3 Schedule / Time Lines for Completion of project

#### 5.1.3.4 **Key Personnel Information:**

- a Key Staff, including Project Manager information
- b Relevant Experience
- c Demonstrated Commitment and availability to the project
- d Accessibility to Carson City Staff

5.1.3.5 Exhibit D – Proposal Form, signed by an officer of the firm, including an indication (on the Proposal Form) of all addenda that was issued and received.

5.1.3.6 Proposers shall send their completed Proposals to the following person at the address indicated. Further, they should indicate the RFP number and Firm Name on the outside of the sealed Proposal Package to:

Sandy Scott, Purchasing and Contract Coordinator  
Carson City Finance Department – Purchasing and Contracts  
201 N. Carson Street, Suite 3  
Carson City, Nevada 89701

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### 6 EVALUATION OF PROPOSALS:

- 6.1 Proposals submitted will be evaluated by the City Review and Selection Committee.
- 6.2 The Committee may call for **oral interviews**. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not said proposal is selected.
- 6.3 **The following categories will be evaluated in the selection process (see Exhibit E):**
- Understanding: Proposer demonstrates a thorough understanding of the scope of the project, and its role and responsibilities within the program
  - Experience: Proposer demonstrates experience with similar projects, and has an excellent performance record
  - Technical Capacity: Proposer demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP exist within its organization
  - Presentation: Proposal is organized and responsive to all requirements of the RFP, and proposer exhibits confidence regarding the proposed project
  - Revenue Proposal: Proposed revenue appears to be complete and realistic, and represents a reasonable income for the City

### 7 RIGHT TO REJECT PROPOSALS:

- 7.1 Submission of proposal indicates acceptance by the Consulting Firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between Carson City and the Consulting Firm selected.
- 7.2 Carson City reserves the right to reject any or all proposals and to award to the proposer the City deems most qualified and whose award of the contract will accrue to the best interests of the City.
- 7.3 **Late proposals will not be accepted.** Prospective proposers are held responsible that their proposals arrive at the Carson City Finance Department - Purchasing and Contracts on or before the designated time and date.

### 8 WITHDRAWAL OF PROPOSALS:

- 8.1 Requests to withdraw proposals received after the time and date set for opening and acknowledging proposals will **not** be considered.

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### 9 CONTRACT TERMINATION:

- 9.1 Carson City reserves the right to terminate the contract if the Consultant does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited, to the following:
- 9.1.1 Failure to provide sufficient personnel as identified in the RFP.
  - 9.1.2 Failure to provide the principal Team as submitted.
  - 9.1.3 Substitution of the Team or other identified personnel without prior approval of Carson City.

### 10 INSURANCE

#### 10.1 General Liability:

10.1.1 The successful Proposer shall be required to furnish and maintain throughout the term of the proposed Agreement, such general liability and property damage insurance as shall protect him/her and any sub-consultants, agents, and employees performing work covered by the proposed Agreement from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the proposer's performance, or by any sub-consultant, person, firm, or employee directly or indirectly employed by him/her. The successful Proposer shall furnish the City a certificate of said insurance, with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury as well as property damage and with the City added as a co-insured.

#### 10.2 Worker's Compensation:

10.2.1 The successful Proposer shall purchase and maintain throughout the term of the contract such Industrial Insurance as defined in NRS 616A through 616D, as will protect him from claims which may arise out of or result from the Consultant's execution of the work on this project, whether such execution be by the Consultant or by any sub-consultant, or by anyone directly or indirectly employed by any of the consultants, or by anyone for whose acts any of them may be liable.

### 11 OBJECTION BY UNSUCCESSFUL PROPOSER:

- 11.1 Any unsuccessful Proposer may file an objection to the City regarding the selection of the City Review and Selection Committee by following the procedure outlined in Paragraph 11.2 below. Information on the results of the Committee's evaluation may be obtained on the City's website at [www.carson-city.nv.us/Index.aspx?page=998](http://www.carson-city.nv.us/Index.aspx?page=998) and will be emailed to each respondent.
- 11.2 Any objection shall be written and submitted to the Finance Department – Purchasing and Contracts before the recommendation shall be scheduled to be

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heard by the Board of Supervisors. The objection will be placed on the next available Board of Supervisors meeting agenda.

### **12 ATTACHMENTS:**

- 12.1 Exhibit A – JAC Fixed Route System
- 12.2 Exhibit B – JAC Assist Service Area
- 12.3 Exhibit C – Virginia City Express Service
- 12.4 Exhibit D – Proposal Form
- 12.5 Exhibit E – Evaluation Criteria

**\* \* \* END OF DOCUMENT \* \* \***