

## REQUEST FOR PROPOSALS

June 8, 2026

### TRANSIT ADVERTISING SERVICES

SOLICITATION # 2026-TransitAdvertisingServices-002

**Proposal Due Date – August 10, 2026 - 10:00 AM CST (Central Standard Time)**

Proposer's authorized signature is required below on this RFP.

It shall constitute an acceptance of a contract that may result from this RFP.

### **EXHIBIT A**

#### PROPOSER'S SIGNATORY PAGE

|                                                                            |                                                                                                                                   |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>Company Name</b><br>(Include Federal I.D. No.)                          |                                                                                                                                   |
| <b>Address, City</b><br><b>State &amp; Zip</b>                             |                                                                                                                                   |
| <b>Phone Number(s)</b><br>(main, cell & fax)                               |                                                                                                                                   |
| <b>Addendum Acknowledgement</b>                                            | Acknowledge receipt of any addendums (if any) issued. Check CATS website and reflect here: #1 _____, #2 _____, #3 _____, #4 _____ |
| <b>Authorized Signature</b>                                                | Date:                                                                                                                             |
| <b>Print Authorized Name &amp; Title</b><br>Include E-mail Contact(s) Info |                                                                                                                                   |

Proposer **MUST sign** and complete this signatory page "**Exhibit A**" and return with proposal submission.

Failure to do so will result in the proposal being rejected. **Above signature must be original.**

| Schedule of Events - Timeline & Due Dates<br>Solicitation #2026-TransitAdvertisingServices-002 |                                       |
|------------------------------------------------------------------------------------------------|---------------------------------------|
| Item/Events                                                                                    | Timeline & Due Dates                  |
| Public Notice - Official Journal and DBE Publication                                           | July 14, and 21, 2026                 |
| Sent via email to known list of vendors                                                        | July 9, 2026                          |
| Written Inquiries/Questions Due (preferred via email)                                          | July 27, 2026                         |
| Anticipated Responses to Proposal Inquiries (via addendum issued)                              | July 31, 2026                         |
| <b>Proposal Due Date/Deadline Receipt</b>                                                      | <b>10:00 AM (CST) August 10, 2026</b> |

CATS reserves the right to change the Schedule of Events - Timeline & Due Dates at any time.

**IMPORTANT NOTICE TO PROPOSERS:**

All responses to this Request for Proposals should be labeled as indicated and delivered or mailed to the address below.

Capital Area Transit System  
Attn: CATS Procurement Department  
2250 Florida Blvd.  
Baton Rouge, LA 70802

**Bottom Left Corner of Envelope/Package should indicate the following:**

Proposing Company Name and Address  
TRANSIT ADVERTISING SERVICES  
Solicitation # 2026-TransitAdvertisingServices-002  
Due Date & Time: **August 10, 2026 – 10:00 AM (CST)**

**Proposal Receipt & Location:**

Proposals will be received until the time specified in the **Schedule of Events - Timeline & Due Dates** by CATS Procurement Department, **2250 Florida Blvd., Baton Rouge, LA 70802**. One original signed proposal must be submitted; **One (1) original or one electronic copy** of the proposal on a CD or flash drive should be included in the package. These items should be sent via mail/courier in a sealed package bearing the name and address of the Proposer and the RFP Solicitation Number as indicated above in the Notice to Proposers. **CATS will be accepting electronic bids via email at: [catsprocurement@brcats.com](mailto:catsprocurement@brcats.com)** – with a subject line: **Solicitation # 2026-TransitAdvertisingServices-002 of Proposal**

- The proposal delivery method is the responsibility of the proposer.
- CATS is not responsible for any delays caused by the proposers chosen means of delivery.

Late proposals will not be accepted under any circumstances. Failure to meet the opening date and time shall result in proposal rejection. Late proposal(s) will not be opened and will be rejected and considered non-responsive. The Proposer(s) will be notified via e-mail and given the opportunity to pick up rejected proposals. Late proposals not retrieved within four weeks will be destroyed.

Proposer is solely responsible for the timely delivery of the proposal and for ensuring that the delivery service (if mailed or courier) provides service to **2250 Florida Blvd. (*front reception office only*)**, **Baton Rouge, LA 70802** between the hours of 8:00 a.m. and 4:00 p.m. (*Central Standard Time*) - Monday through Friday.

**Proposer Inquiries – Questions and Answers (Q&A)**

Proposers may submit written questions at any time up to the deadline reflected in the **Schedule of Events - Timeline & Due Dates**. Any explanations or responses desired by a Proposer regarding the meaning or interpretation of this solicitation must be requested in writing by email only on, or prior to, the deadline date. **Oral explanations, responses or instructions will not be binding unless CATS confirms them in writing.**

Proposer inquiries must be submitted via e-mail only to: [catsprocurement@brcats.com](mailto:catsprocurement@brcats.com) – with a subject line: **Q&A Solicitation #2026-TransitAdvertisingServices-002**

Responses made by CATS will be in the form of written ADDENDA to the RFP. Any addenda issued will be furnished to all Proposers, via email, who have requested to receive Addenda information within the timeline reflected after the deadline date to receive questions. This Addendum will also be posted on CATS website at <https://www.brcats.com/page/procurement>.

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## **PART 1**

### **GENERAL INFORMATION**

#### **A. Introduction and Background**

- CATS is a public transit authority providing comprehensive transit services throughout the Greater Baton Rouge metropolitan area, serving East Baton Rouge Parish and connecting communities. CATS operates fixed-route bus service, paratransit service, and other specialized transportation programs.
- CATS serves a diverse ridership across a broad geographic service area encompassing urban, suburban, and outlying communities of the Baton Rouge region.
- CATS operates a fleet of fixed-route buses of various sizes (32-foot, 35-foot, and 40-foot) and maintains bus shelters throughout its service area.
- CATS is committed to maximizing non-fare revenue to supplement operational funding and improve service quality throughout the region.

#### **B. Goals**

Purpose of the Procurement and Period of Performance

The Capital Area Transit System (CATS) is soliciting proposals to provide revenue-generating Bus Advertising Services on the interior (Infotainment System) and exterior of buses, bus shelters, and benches as well as benches within the CATS service area.

#### **C. Proposal Transmittal and Due Date**

Proposers shall submit proposals by the time specified in the **Schedule of Events - Timeline & Due Dates** (refer to *Exhibit A – page 1*). Late proposals will not be accepted under any circumstances. Failure to meet the opening date and time shall result in proposal rejection. Late proposal(s) will not be opened and will be rejected and considered non-responsive. The Proposer(s) will be notified via e-mail and given the opportunity to pick up rejected proposals. Late proposals not retrieved within four weeks will be destroyed.

#### **D. Proposer Inquiries – Questions & Answers (Q&A)**

Proposers may submit written questions at any time up to the deadline date reflected in the **Schedule of Events/Timeline & Due Dates**. Any explanations or response desired by a Proposer regarding the meaning or interpretation of this solicitation must be requested in writing on or prior to the deadline date. Oral explanations, responses or instructions will not be binding.

Proposer inquiries must be submitted via e-mail only to: [catsprocurement@brcats.com](mailto:catsprocurement@brcats.com) – with a subject line: **Q&A Solicitation #2026-TransitAdvertisingServices-002**

Responses made by CATS will be in the form of written ADDENDA to the solicitation. Any addenda issued will be furnished to all Proposers, via email, who have requested to receive Addenda information within the timeline reflected after the deadline date to receive questions. This Addendum will also be posted on CATS website at <https://www.brcats.com/page/procurement>.

#### **E. Pre-Proposal Conference**

No Pre-Proposal Conference is scheduled at this time. If one becomes necessary, an addendum to this RFP will be posted on the CATS website, and sent via email to Proposers who have requested to receive Addenda information.

**F. Contract Period of Performance**

It is the intention of CATS to secure a period of performance for two (2) years with three (3) one-year options to extend, exercised upon mutual agreement between CATS and the awarded contractor.

**G. Contract Award**

CATS desires to award to a single Contractor consistent with the terms outlined herein. Proposers are **discouraged** from submitting their own standard terms and conditions with their submissions. The RFP, including any addenda and any new information acquired through presentations and/or discussion, and the proposal of the selected Contractor will become part of any contract initiated by CATS.

If, at any time, a Proposer is not responsive to CATS needs or requests, or if after due negotiations, the parties cannot agree to the terms of a contract, CATS shall have the right to negotiate with the other qualified proposers.

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of CATS. Changes to the contract may include, but are not limited to, any change in compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment or change order to the contract.

**H. Response Format**

A crucial aspect of this project is a detailed evaluation of each company including resources, experience and performance. This solicitation is designed to facilitate the evaluation and selection of a firm that is best able to achieve CATS objectives. Proposal packages should be based upon the desired scope of work, the proposal submission requirements of the RFP, and general instructions to Proposers.

**Proposals submitted for consideration should follow the format and order of presentation described below:**

**a) Required Exhibit forms in this RFP**

- **Exhibit A** – Signatory Page **must be signed** and submitted with proposal submission & Addendum should be Acknowledgement. Otherwise, the proposal shall be rejected.
- **Exhibit B** – Price Form **must be completed and submitted with your proposal submission, under separate cover**. Otherwise, the proposal may be rejected.
- **Exhibit C** – Document Checklist should be completed by vendor. (*Exhibit C does not need to be submitted with the proposal*)
- **Exhibit D** – Affidavit of Non-Collusion (*Exhibit D **should** be signed & submitted prior to award*)
- **Exhibit E** – Corporate Resolution (Must be signed and submitted prior to award)
- **Exhibit F** – Bidder's Organization
- **Exhibit G** - References

- b) Proposer's Cover Letter** – The Proposer's cover letter should reflect the Proposer's depth of understanding of the requested services as they relate to this project and approach to the project. It should contain a summary of Proposer's ability to provide

the product and perform the services described in the RFP and enter into a contract with CATS. The cover letter should also contain the following:

- The name, title, address, phone numbers (including cell & fax), and e-mail(s) of the person(s) authorized to contractually obligate the Proposer
- Name and contact information for technical and contractual clarifications.

**c) Signature and Proposal Submittal (Title Page)** – By signing **Exhibit A** and submitting a proposal, the Proposer certifies compliance with the signature authority to bind a contract. The person signing the proposal must be a current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority to bind. Proof of signature authority should be submitted with the proposal.

**d) Table of Contents** – The proposal should include a table of contents with **corresponding page numbers**. It should be organized in the order requested in this RFP. **NOTE:** Please be sure to number each and every page of your Proposal. *This is for easy reference for CATS Procurement and the Proposal Evaluation Committee (PEC).*

**e) Profile of Firm** – Include corporate history, corporate overview, employment practices, office location, and staff allocation. Specifically:

- I. Corporate hierarchy (President, Vice President, Corporate Officers, etc.)
- II. Corporate overview including history of the firm, founding date, firm size, and mission/vision statement.
- III. Employment practices, policies, training, including safety training.
- IV. Location of the office from which work will be provided and staff allocation.

**f) Project Team Identification, including:**

- I. Size of project team
- II. Education, qualifications, and experience with transit agencies similar in size to CATS.
- III. Project Organization Chart

**g) Resumes of Key Personnel**

**h) Commitment that key personnel will be available throughout the contract and will not be removed without prior approval of CATS.**

**i) Proposer's Approach to accomplishing the Scope of Work, including:**

- I. Description of services to be rendered with a detailed proposal.
- II. Work plan and methodologies to be employed.
- III. Name of Project Manager/Liaison and list of assigned personnel with roles and qualifications.
- IV. Whether subcontracting will be used; if so, name and qualifications of subcontractors.
- V. Approach to resolving field problems.



j) **Summary of Contracted Services** – List all subcontracted areas, key personnel of subcontractors, and all services/equipment/facilities provided under contract in the past five (5) years.

k) **Required Forms (See Checklist, Exhibit C)**

l) **Pre-contractual expenses**

CATS shall not be liable for any pre-contractual expenses incurred by any Proposer in preparation of its proposal. Pre-contractual expenses include costs incurred in: preparing a proposal; submitting that proposal to CATS; negotiating with CATS; or any other expenses incurred prior to date of award.

m) **References & Performance Record** – Proposers to include references of at least three (3) past clients. This should include examples of similar work indicating the responder's level of involvement in the project and the key personnel involved with the project. Provide demonstrated track record of acceptable performance on similar projects. The references should include company name, address, phone number(s), e-mail and contact person directly involved with the project.

n) **Confidentiality And Public Records Act**

Access to government records is governed by the Louisiana Public Records Law (R.S. 44:1 et seq.). Except as otherwise required by state law, CATS will take reasonable measures to protect proprietary information, trade secrets, and confidential commercial and financial information submitted in the proposal. Such information must be specifically identified and marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY."

Blanket identification by designating whole pages or sections as proprietary will not assure confidentiality. Upon a public records request, CATS will notify the affected party in writing and provide twenty (20) calendar days to respond before releasing any information. Proposers agree to indemnify, hold harmless, and defend CATS for any costs associated with protecting information identified as confidential.

o) **COST / PRICE PROPOSAL – SUBMITTED SEPARATELY PER EXHIBIT B**

Proposals shall be submitted in two packages identified as:

- TRANSIT ADVERTISING SERVICES  
Solicitation #2026-TransitAdvertisingServices-002
- CATS RFP 2026-01 – COST/PRICE PROPOSAL.

**No cost, price, or financial information of any kind to be included in the technical proposal package.**



## **PART 2**

### **CATS TERMS & CONDITIONS**

#### **A. Assignment, Transfer of Interest**

There shall be no assignment/transfer of interest or delegation of Contractor's rights, duties or responsibilities of the Contractor under the contract derived from this RFP without the prior written approval of CATS. The contract that will be derived from this RFP shall not be subcontracted except with the prior written consent of CATS. No such consent shall be construed as making CATS a party to such subcontract, or subjecting CATS to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the prime Contractor of its liability and obligation under this contract. All transactions with CATS must be through the prime Contractor.

#### **B. Audit (Right to Audit)**

The Contractor shall permit an authorized representative of CATS to periodically inspect and audit all data and records of the Contractor relating to his performance and/or obligations under this contract.

#### **C. Binding (Proposal or Bid Binding)**

All responses submitted in accordance with the terms and conditions of this RFP shall be binding upon the responder for a minimum of **one hundred twenty days (120)** after the RFP opening date.

#### **D. CATS Rights**

The subsequent contract from this RFP will be awarded to the proposer whose response will be most advantageous to CATS, with all factors considered.

1. CATS reserves the right to reject all of the proposals and to waive informalities and minor irregularities in the responses received, to issue subsequent requests for proposals, to cancel or change this request for proposals, and to, at any time, approve, disapprove, reduce, expand or cancel any or all of the work to be undertaken pursuant to this RFP without expense to CATS.
2. CATS reserves the right to undertake contract negotiations with one or more Proposers, and to accept the proposal that in its judgment will be most advantageous to CATS, price and other evaluation criteria considered.
3. CATS reserves the right to terminate the contract if it is in the best interests of CATS, provided that payment will be made for CATS approved costs and services rendered up to the date of notice of termination, or as provided in the termination for convenience provisions found in this RFP.

#### **E. Single Proposal Response**

If only one proposal is received and found by CATS to be acceptable, a detailed price/cost analysis may be performed to determine if the price is fair and reasonable. CATS is not obligated to accept a single proposal.

#### **F. Confidentiality of Solicitation Information**

The following provisions will apply unless the CATS statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the CATS operations which are designated confidential by CATS and made available to the

Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to CATS. The identification of all such confidential data and information as well as CATS procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by CATS in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by CATS to be adequate for the protection of CATS confidential information, such methods and procedures may be used, with the written consent of CATS, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

#### **G. Changes/Addenda and Withdrawals**

- 1) CHANGES/ADDENDA: Any/all changes to the RFP will be issued in the form of written addenda which will be posted on CATS website.
- 2) Vendors are encouraged to check the CATS website frequently for any possible addenda that may be issued to this RFP. CATS is not responsible for a proposer's failure to download any addenda documents required to complete this RFP.
- 3) The Proposer should complete and acknowledge receipt of all addenda(s) to the RFP by completing and submitting **Exhibit A – Proposer's Signatory Page**. By signing, the **PROPOSER** acknowledges receipt of **ALL** addenda which can be found on the CATS website at: <https://www.brcats.com/page/procurement>.

Responses received after the deadline designated in this RFP shall not be opened and will be considered non-responsive. The late proposer will be notified by telephone, email or US mail and given the opportunity to pick up the late proposal. Late proposals which are not picked up within four weeks will be destroyed.

- 4) CATS reserves the right to change the Schedule of Events - Timeline & Due Dates and/or issue addenda to the RFP at any time. CATS also reserves the right to cancel or re-issue this RFP.

**Withdrawals**: A proposer may withdraw a response that has been submitted at any time up to the RFP specified opening date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the CATS Procurement Manager. After the proposal receipt deadline, proposals may not be withdrawn for one hundred twenty (120) calendar days.

#### **H. Contractor Responsibility**

The Contractor shall be the sole point of contact regarding all products and services provided and payment of all charges resulting from this contract. Further, Contractor must agree as follows:

- Perform its duties as an independent Contractor and not as an employee of CATS;
- Assure that all applicable certifications, licenses and insurance shall remain current during the entire contract term.

#### **I. Corporation Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor should have obtained a certificate of authority pursuant to R.S. 12:301-302

from the Secretary of State of Louisiana. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor should ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana. Please file in accordance with the Louisiana Secretary of State:

<https://www.sos.la.gov/businessservices/searchforloisianabusinessfilings/pages/default.aspx>. Any Contractor who is awarded a contract will be required to be registered with the Louisiana Secretary of State prior to award, and within 7-10 days of request by CATS.

#### **J. Costs For Developing Solicitation**

This RFP is not to be construed as a commitment of any kind, nor does it commit CATS to pay for any costs incurred in the submission of a proposal or for any cost incurred prior to the execution of a formal contract. CATS is not liable for any costs incurred by prospective Proposers, Vendors or Contractors prior to issuance of or entering into, a contract. Costs associated with developing the proposal, submission of electronic presentations and all other expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by CATS.

#### **K. Definitions and Terminology**

1. ADA – Americans With Disabilities Act
2. Authorized Signature – The person who is executing this contract on behalf of Proposer/Contractor who is authorized to bind a contract.
3. Bidder/Proposer/Contractor/Vendor – Any firm submitting a proposal or bid to CATS
4. CATS - Capital Area Transit System
5. Contract – The word “contract” shall be considered synonymous with the word “agreement”
6. Contractor – The word “contractor” shall be considered synonymous with the words “vendor, bidder, proposer”
7. DBE – Disadvantaged Business Enterprise
8. FTA – Federal Transit Administration
9. May - The term “may” denotes an advisory or permissible action
10. PEC – Proposal Evaluation Committee
11. RFO – Request for Qualifications
12. RFP – Request for Proposals
13. Should – The term “should” denotes a desirable action
14. Sub-Contractor – A person or business who is awarded a portion of an existing contract by a principal or general contractor
15. Suitable – Type, material design, and method approved by CATS
16. UCP-DBE: Unified Certification Program – Disadvantaged Business Enterprise
17. USDOT – United States Department of Transportation
18. Will, Shall or Must – The terms “will/shall/must” denote mandatory requirements.

#### **L. Equal Opportunity Employer (EEO)**

CATS is an equal opportunity employer and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.

#### **M. Errors and Omissions**

CATS will not be liable for errors in the RFP. Responders will not be allowed to alter RFP documents after the deadline for submission. CATS reserves the right to make corrections or clarifications due to patent errors identified in RFP by CATS or the responders. CATS reserves the right to request clarification or additional information from the responders.

## **N. Ethics**

The State of Louisiana Code of Governmental Ethics places restrictions against conflict of interest and establishes guidelines to ensure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, Contractor should contact CATS Procurement Department prior to submission of this RFP. Any violation of the Code of Ethics shall be grounds for disqualification of Proposer or cancellation of contract.

## **O. Insurance Requirements – Required Coverage**

Contractor shall procure, maintain, and keep in force, at Contractor's expense, the insurance coverage as required below and shall cause CATS to be an additional insured on all policies (except professional liability). Contractor shall provide Proof of Insurance to CATS prior to contract award. Proof of Insurance shall include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Contractor shall have and maintain, at Contractor's sole expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.

Commercial General and Umbrella Liability Insurance: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

1. Workers' Compensation: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. Automobile Liability: Automobile Liability insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.
3. Professional Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000. If the Professional liability insurance required under this Agreement is arranged on a "claims made" basis "tail" coverage will be required at the completion of this Agreement and for 24 months duration thereafter. Contractor shall be responsible for furnishing certification of "tail" coverage or continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement.
4. Cyber Liability: Cyber liability insurance, including first-party costs, due to an electronic breach that compromises CATS confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

5. Subcontractors: Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**P. Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless CATS, its officers, commissioners, directors, employees, agents, and assigns from and against any and all actual or alleged claims, any and all losses, damages, which include incidental, consequential, indemnity and special damages, expenses, including attorneys' fees and costs of defense, fines and penalties and other liabilities that may be asserted by any person or entity that arises out of the fault or negligence of the Contractor, sub-contractor, partner, and any of their officers, directors, employees, agents and assigns respectively in carrying out their obligations under this agreement, which is caused by defective workmanship or materials in products manufactured or supplied by Contractor, or which arises out of Contractor's failure to comply with any state or federal statute, law, regulation. Contractor shall have no indemnification liability under this section for any claims, damages, losses and expenses to the extent they arise out of or relate to the negligent acts or omissions or willful misconduct of CATS.

**Q. Law Governing**

All disputes concerning the solicitation and award of this contract will be subject to, governed by, and construed according to CATS procurement protest procedure and the laws of the state of Louisiana. The proper venue for any dispute shall be the 19<sup>th</sup> Judicial District court for the Parish of East Baton Rouge.

**R. Liability Disclaimer**

In the absence of a written provision in the contract with the successful Proposer specifically stating otherwise, CATS shall not hold harmless or indemnify any Contractor for any liability whatsoever.

**S. Material in Solicitation**

Proposals shall be based only on the material contained in this solicitation. The solicitation addenda include official responses to questions and other material, which may be provided by CATS pursuant to the solicitation.

**T. Ownership of Documents/Records**

CATS shall acquire sole ownership of all work products arising out of, or related to, the Contractor's performance hereunder. CATS retains ownership of all documents, drawings, specifications, etc., furnished by or in connection with this Contract. The Contractor must request in writing and receive written approval from CATS prior to using any documents in connection with this Contract.

**U. Ownership of Solicitation**

All materials submitted in response to this solicitation become the property of CATS. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by CATS and not returned to proposers, unless it is a late proposal, in accordance with "Proposal Transmittal and Due Date" section in this solicitation.

**V. Patent and Copyright Infringement (*with indemnification language*)**

Contractor shall, at its own sole expense, indemnify, defend and hold harmless, Capital Area Transit System ("CATS"), its agents, employees, officers, directors, subcontractors, and their successors and assigns against all claims, demands, suits, actions, proceedings,



investigations, damages, settlements, costs and expenses (including all reasonable costs or expenses of all proceedings, and including attorneys', experts' and witness fees), arising from or relating to any actual or alleged infringement or violation of any patent, copyright, trademark, trade secrets, or other intellectual property right of a third party. In the event of any action or threatened action, Contractor shall promptly notify CATS of such action or threatened action. The indemnification obligations contained in this Article shall survive the expiration or termination of this Agreement.

**W. Payment and Invoicing Procedures**

**Method of Payment to CATS**

The awarded proposer shall make monthly payments to CATS by the 20th working day of each month for revenues billed during the preceding month. Any payment not made within ten (10) days of the due date may be subject to a 5% late fee.

If compensation is based on a fixed annual guaranteed amount, each monthly payment shall be one-twelfth (1/12th) of the total annual compensation. If compensation is based on a percentage of gross advertising revenue generated plus a minimum monthly guarantee, monthly payments shall be accompanied by a schedule showing advertisements displayed and revenue earned.

**X. Permits, Licenses & Taxes**

The contractor shall furnish all necessary permits, licenses and certificates and comply with all laws or ordinances specific to providing graphic design services as reflected in this RFP.

**Y. Rejection (Right to Reject)**

Issuance of this RFP in no way constitutes a commitment by CATS to award a contract. CATS shall have the right to reject all of the proposals received and to waive irregularities and informalities.

**Z. CATS Protest Procedures** *(applicable to FTA Funded Projects only)*

Any protest concerning the issuance, form, contents or interpretation of a request for proposals, bid solicitation, or request for a quotation of price and other terms, must be filed in writing to CATS Procurement, via email to: [catsprocurement@brcats.com](mailto:catsprocurement@brcats.com), prior to ten (10) calendar days before the date the response is due. If not filed timely, all such protests shall be deemed to have been waived. Any protest concerning CATS evaluation of submitted proposals, bids or the award of a contract must be filed in writing with the President of CATS Board no later than six (6) calendar days after the contract award.

All protests shall state specific reasons for the protest and shall provide a physical address, an electronic mailing address, a fax number if available and a telephone number through which the protester can be notified. As soon as possible after the receipt of the protest, the President shall contact a person designated by the President to decide upon the merits of the protest. Except as otherwise provided in this protest procedure statement, the decision of the designated person shall be final. The designated person shall contact both the CATS official in charge of the procurement and the protestor and shall arrange an opportunity for both parties to submit written or oral arguments to the designated person. The designated person may attempt to arrange a telephone or personal conference at which both parties can be heard or can appear, but shall not be required to do so.

The Federal Transit Administration's Circular 4220.1 as amended contains a statement of FTA policy regarding bid protests. Section 7(l) of that circular states that the FTA will only review protests regarding the alleged failure of CATS to have a written protest procedure or the alleged failure to follow such procedure, or violations of Federal law or regulation (within FTA's discretion). Alleged violations on other grounds are likely under the jurisdiction of the appropriate state or local administrative or judicial authorities.

Any protest to the FTA should be filed with that agency within five (5) working days of the date the protester learned or should have learned of an adverse decision by CATS or other basis of appeal to FTA. Any protest to the FTA should be filed with its regional office at 819 Taylor Street, Fort Worth, Texas 76102.

**(PROTESTS, CHANGES AND MODIFICATIONS, DISPUTES, CLAIMS, LITIGATION, AND SETTLEMENTS, VII FTA C 4220.1F 11/01/2008**



## **EXHIBIT B**

**PRICE PROPOSAL FORM**  
**TRANSIT ADVERTISING SERVICES**  
**SOLICITATION # 2026-TransitAdvertisingServices-002**

**COMPANY NAME** \_\_\_\_\_

Please refer to the following table when formatting the price proposal:

| Format                                  | Quantity | Percent of<br>Gross<br>Revenue | Minimum<br>monthly<br>guarantee | Fixed<br>Annual<br>Guarantee<br>Year 1 | Fixed<br>Annual<br>Guarantee<br>Year 2 | Total |
|-----------------------------------------|----------|--------------------------------|---------------------------------|----------------------------------------|----------------------------------------|-------|
| Full Wrap                               |          |                                |                                 |                                        |                                        |       |
| Half Wrap                               |          |                                |                                 |                                        |                                        |       |
| King Kong Wrap                          |          |                                |                                 |                                        |                                        |       |
| Tail wrap                               |          |                                |                                 |                                        |                                        |       |
| King                                    |          |                                |                                 |                                        |                                        |       |
| Queen                                   |          |                                |                                 |                                        |                                        |       |
| King/Queen with<br>Headliner            |          |                                |                                 |                                        |                                        |       |
| Tail Panel                              |          |                                |                                 |                                        |                                        |       |
| Interior Digital<br>Infotainment Screen |          |                                |                                 |                                        |                                        |       |
| Bus Shelters                            |          |                                |                                 |                                        |                                        |       |
| Benches                                 |          |                                |                                 |                                        |                                        |       |

## **EXHIBIT C**

### **CHECKLIST OF INCLUDED DOCUMENTS**

**Exhibit C – Checklist of Included Documents** – A list of included items to be submitted with your proposal. This checklist was created for the proposing company in an effort to assist the vendor and ensure that the required documents are submitted with your proposal and/or bid.

Please contact CATS Procurement at: [catsprocurement@brcats.com](mailto:catsprocurement@brcats.com) for any questions or concerns as to what needs to be submitted.

| <b>Item #</b> | <b>Checklist of included Documents</b>                                                                                                                         | <b>Check Here</b> |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1.            | Proposer's Signatory Page Completed - <b>Exhibit A – page 1 coversheet</b><br><i>(<u>must</u> be signed and returned with proposal)</i>                        |                   |
| 2.            | Acknowledgement of all Addendums - <b>Exhibit A - page 1</b><br><i>(check and acknowledge receipt of any addendums)</i>                                        |                   |
| 3.            | Pricing Form (Fees/Costs) - <b>Exhibit B</b><br><i>(<u>must</u> be completed and returned <b>under separate cover</b>, in a sealed package, with proposal)</i> |                   |
| 4.            | Affidavit of Non-Collusion - <b>Exhibit D –</b><br><i>(<u>must</u> be signed &amp; submitted prior to award)</i>                                               |                   |
| 5.            | Corporate Resolution – <b>Exhibit E –</b><br><i>(must be signed and submitted prior to award)</i>                                                              |                   |
| 6.            | Bidders Organization form – <b>Exhibit F</b><br><i>(should be included with proposal)</i>                                                                      |                   |
| 7.            | References - <b>Exhibit G</b><br><i>(should be included with proposal)</i>                                                                                     |                   |
| 8.            | Vendor's Proposal Response Package with any miscellaneous attachments and/or other literature supporting the submission                                        |                   |

## **EXHIBIT D**

### **AFFIDAVIT OF NON-COLLUSION SOLICITATION # 2026-TransitAdvertisingServices-002**

I hereby swear (or affirm) under penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having the authority to sign on behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent proposing or competition.
3. That the contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposals; and
4. That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

|                            |  |
|----------------------------|--|
| Company/Firm Name          |  |
| Address (City, State, Zip) |  |
| Authorized by:             |  |
| Signature:                 |  |
| Title:                     |  |
| Date:                      |  |

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2026\_\_\_\_\_ .

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_ , 20\_\_\_\_ .

## **EXHIBIT E**

### **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_,  
a corporation organized under the laws of the State of \_\_\_\_\_ and  
domiciled in \_\_\_\_\_ was held this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted  
by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby  
authorized to submit proposals and execute agreements on behalf of this corporation with the Capital  
Area Transit System.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and  
effect, unless revoked by resolution of this Board of Directors and that said revocation will not take  
effect until the Procurement Director of Capital Area Transit System, shall have been furnished a  
copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_  
a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_  
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of  
Directors of said corporation at a meeting legally called and held on the \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my  
possession. This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SECRETARY

## **EXHIBIT F**

### **BIDDER'S ORGANIZATION**

**(If the bid is by a joint venture all parties to the bid must complete this form:**

**BIDDER IS:**

#### **AN INDIVIDUAL:**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

#### **A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

#### **A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION** IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: Fax No.: \_\_\_\_\_

## EXHIBIT G

### TRANSIT ADVERTISING SERVICES SOLICITATION # 2026-TransitAdvertisingServices-002

### REFERENCES

Proposer by its signature below, certifies that the following references for Transit Advertising Services over the last five (5) years (use additional pages as necessary): (A minimum of 5 )

| Agency Name | Address | Phone number | Contract Person & Title | Year service performed |
|-------------|---------|--------------|-------------------------|------------------------|
|             |         |              |                         |                        |
|             |         |              |                         |                        |
|             |         |              |                         |                        |
|             |         |              |                         |                        |
|             |         |              |                         |                        |
|             |         |              |                         |                        |

\_\_\_\_\_  
Signature of the Proposer's Authorized Official

-----  
Name and Title of the Proposer's Authorized Official

\_\_\_\_\_  
COMPANY NAME

## PART 3

### SCOPE OF WORK

#### TRANSIT ADVERTISING SERVICES SOLICITATION # 2026-TransitAdvertisingServices-002

##### ATTACHMENT A – SCOPE OF WORK

---

Capital Area Transit System (CATS) is requesting proposals from qualified companies to sell and install approved transit advertising on CATS assets. Assets available include the exteriors and interiors of CATS buses, bus shelters, as well as benches throughout the CATS service area. This work includes all labor, tools, equipment, bonds, permits, and insurance required by Federal, State, and local laws. All advertising must comply with ADA (Americans with Disabilities Act) requirements.

##### A. ADVERTISING PROGRAM OBJECTIVES

###### THE MAJOR OBJECTIVES CATS WISHES TO ACHIEVE THROUGH THE TRANSIT ADVERTISING PROGRAM ARE:

1. To maximize advertising revenues paid to CATS. CATS seeks a contractor to grow the transit advertising program and drive increased revenue.
2. To assist CATS with advertising and promoting its programs and services to existing and potential riders through interior and exterior transit advertising.
3. To maintain CATS's fleet of vehicles attractively and safely with respect to advertising. The application of signs and adhesives must not permanently damage the standard paint scheme and must not create safety hazards.
4. To minimize the impact on CATS employees. The Contractor shall be responsible for posting and removing all advertisements on CATS buses, shelters and benches.
5. All advertising shall conform to CATS's **Advertising Policy (F)** and any updates thereto. All advertisements shall be submitted to CATS for review and approval prior to installation. CATS shall be the sole judge of whether an advertisement will be posted or displayed. Non-compliant advertisements shall be removed by the Contractor at its own expense within seventy-two (72) hours of written notice from CATS.

##### B. PROJECT SCOPE

CATS is seeking an Advertising Sales Partner (Contractor) that can provide professional, highly qualified advertising sales for all transit assets. The intent of this solicitation is to maximize revenues generated by the sale of transit-related advertising media. The successful Contractor is also encouraged to identify additional advertising opportunities not already noted. Specific requirements include:

1. The successful Contractor, at its own expense, shall be responsible for posting advertising content, removing outdated advertisements, and removing advertisements rejected by CATS.
2. Installation and ongoing maintenance of signs and other activities must not interfere with CATS operations.
3. CATS will provide a small space in the Maintenance area for handling and storage of advertising signs. The Contractor is responsible for keeping this area neat and clean and for disposing of outdated, damaged, or unusable signs.



4. Access to vehicles will be provided only during operational hours of the operating facility. All work on buses should be performed during off-peak times (midday, weekends, and evenings) whenever possible.
5. Proposers may utilize the services of a subcontractor for the installation of signs. Any subcontractor must adhere to all requirements set forth in this Scope of Work.
6. Existing advertisements must be removed prior to placement of new advertisements. Layering of advertisements is not permitted.
7. The successful Contractor shall be responsible for any paint damage on buses when wraps or directly applied signs are removed and shall compensate CATS for any repainting expenses incurred.
8. Designs for illustrated/wrapped buses shall minimize window coverage. Full window coverage must include perforated vinyl ("perf") maintaining at least 50% passenger visibility. Advertising shall not cover destination signs, bus numbers, safety-related signs, or any glass required by the operator for visibility.

CATS currently accommodates the following advertisement formats (sizes are approximate and vary by bus model):

- Full Wrap (32', 35', and 40' buses) – Covers the entire exterior of the bus including windows, with the exception of CATS branding.
- Half Wrap (32', 35', and 40' buses) – Covers the entire street-side or curb-side of the bus.
- King Kong Wrap – Covers the bus body from top to bottom between the wheels.
- Tail Wrap – Covers the entire or partial rear of the bus.
- King – Covers the street-side under the windows between the wheels.
- Queen – Covers the curb-side under the windows between the rear door and front wheel.
- King/Queen with Headliner – Full-length upper panel above the windows, paired with a King or Queen advertisement.
- Tail Panel – Covers the lower portion of the bus rear.
- Interior Digital Infotainment Screen – 21" digital screen (one per vehicle).
- Bus Shelters – Advertising spaces at shelters throughout the CATS service area.
- Benches - Advertising spaces on benches throughout the CATS service area.

### C. SALES PLAN

Within thirty (30) days of Notice to Proceed, the Contractor shall submit a detailed Sales Plan for CATS's review and approval. The Sales Plan shall:

- Describe the business and sales strategies of the Contractor's organization, focused on maximizing revenues from national, regional, and local advertising sales.
- Respond to the diverse demographic and socioeconomic profiles of markets within CATS's service area.
- Explain types of marketing and sales materials to be developed, including use of research, trade publications, and other tools to influence media buyers.
- Include quarterly sales activity reports (broken out by month) detailing all potential advertising clients contacted, contracts generated, and revenue earned.
- List all current proprietary, primary, secondary, or third-party research subscriptions to be used in procuring CATS advertising.

#### D. SALES RATES

The Contractor shall be allowed to establish all rates and charges for the sale of transit advertising space, subject to CATS's review and prior written approval. Any change in proposed card rates must be submitted to CATS at least thirty (30) days prior to a requested change. Rates below rate card will be considered only if occupancy consistently falls below 70% and are subject to CATS's prior written approval. Volume discounts and new advertiser discounts will be considered on a case-by-case basis.

#### E. FINANCIAL REQUIREMENTS

##### 1. Revenue Split and Minimum Guarantee

Each proposal must contain a proposed percentage of gross advertising revenue to be paid to CATS. "Gross amounts from advertising" means gross cash sums actually received by the contractor as payment from advertisers, after deduction of: commissions retained by advertising agencies; and applicable sales, use, gross receipts, and similar taxes imposed on the contractor.

The contractor shall set forth in full its proposed terms of financial benefit to CATS for transit advertising in and on CATS's buses, shelters, and benches. The contractor shall indicate the percentage of revenue to be paid to CATS, which may vary by year and projected revenue.

Proposers should include a proposed guaranteed minimum monthly payment to CATS, regardless of gross revenue from advertisers. If a guarantee is proposed, it will be renegotiated in the event CATS's fleet size and/or authorized advertising space is reduced by ten (10%) percent or more during the contract period.

No posting charges, removal fees, or other miscellaneous fees may be charged to CATS for the placement or removal of exterior and interior signs.

#### F. CATS ADVERTISING POLICY

- Categories of prohibited advertising content (e.g., tobacco, alcohol, political content, adult content, etc.)
- Standards for advertising targeting minors
- Advertising content review and approval process
- Requirements for accuracy and truthfulness
- Prohibition of advertising that conflicts with CATS's mission or public image
- Procedures for Contractor to submit advertisements for review
- Timeframe for CATS to review and approve or reject submitted advertisements
- Remedies and consequences for non-compliant advertising

## PART 4

### EVALUATION SELECTION PROCESS

All proposal responses are subject to evaluation by the CATS Proposal Evaluation Committee (PEC) established for the purpose of selecting a firm(s) to whom CATS shall award a contract. CATS will evaluate each proposal submitted in response to this RFP to determine the most responsive and responsible proposer. CATS seeks the proposer offering the best value, while maintaining a high standard and best meeting CATS objectives, as described in this RFP. However, CATS retains the sole discretion to choose one proposal or to reject all proposals.

**Under no circumstances will any PEC member be allowed to discuss or provide information of any type regarding the evaluations to anyone who is not a member of the committee. Any attempt to communicate or contact a PEC member may result in the disqualification of a proposal.**

A written award recommendation shall be made by CATS based on the PEC findings for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to CATS, price and other factors considered.

|                            | EVALUATION CRITERIA                                                                                                                                                                                                                                   | Points     |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                            | <u>Responsiveness</u><br>All documents received as requested, prior to due date.                                                                                                                                                                      | Pass/Fail  |
|                            | <u>Responsibility</u><br>All requested documents include required signatures; financial capacity demonstrated.                                                                                                                                        | Pass/Fail  |
| 1                          | <u>Experience And Technical Competence:</u><br>Demonstrated experience in similar projects, understanding of RFP requirements, ability to meet performance goals, financial viability, accounting, and reporting.                                     | 25         |
| 2                          | <u>Staffing And Personnel/Program Operations:</u><br>Qualifications and experience of management and staff; comprehensiveness of plan; team's familiarity with Transit Advertising Services.                                                          | 30         |
| 3                          | <u>Approach:</u><br>A detailed explanation of the project approach including methodology, not merely a reiteration of the RFP. Should demonstrate deep knowledge of the Scope of Work standard.                                                       | 35         |
| 4                          | <u>References:</u><br>Based on references provided; CATS reserves the right to contact other transit agencies for references.                                                                                                                         | 20         |
| 5                          | <u>Price Proposal:</u> Proposers to submit both.<br>(1) fixed annual guarantee.<br>(2) a percentage of gross advertising revenue generated and a minimum monthly guarantee.<br>(3) monthly guaranteed minimum used to determine price proposal score. | 40         |
| <b>TOTAL Maximum Score</b> |                                                                                                                                                                                                                                                       | <b>150</b> |

# EVALUATION SELECTION PROCESS

continued

## **Compensation Structure**

Contractors' compensation to CATS will be based on either:

- (1) a fixed annual guarantee; or
- (2) a percentage of gross advertising revenue generated and a minimum monthly guarantee. The contractor must submit proposals for both compensation structures. CATS will select which compensation structure it concludes is in its best interest.

In the event of a decrease of more than five percent (5%) in the total number of buses available for advertising purposes, the payment by Contractor may be reduced pro rata for the months involved to reflect the reduced service level. Contractor must provide documentation to CATS proving that any reduction in revenue is due solely to a reduction in available advertising space before CATS will agree to any reduction in compensation.

In the event of an increase in the total number of buses in operation, the parties shall agree in advance whether to incorporate them into the resulting contract. If the number of buses is increased by more than five percent (5%), the annual payment to CATS shall be adjusted on a pro rata basis to reflect the increase.

## **Method of Payment to CATS**

The awarded proposer shall make monthly payments to CATS by the 20th working day of each month for revenues billed during the preceding month. Any payment not made within ten (10) days of the due date may be subject to a 5% late fee.

If compensation is based on a fixed annual guaranteed amount, each monthly payment shall be one-twelfth (1/12th) of the total annual compensation. If compensation is based on a percentage of gross advertising revenue generated plus a minimum monthly guarantee, monthly payments shall be accompanied by a schedule showing advertisements displayed and revenue earned.

Technical scores: up to 110 base points. Price: up to 40 base points. Maximum possible points: 150.

Price points will be calculated by subtracting the proposal price from the highest monthly guarantee minimum over the two-year base period, and scoring on a proportional scale. The Proposer with the highest minimum guarantee receives the maximum 40 price points.

Qualitative scoring scale:

|                                              |                                                           |
|----------------------------------------------|-----------------------------------------------------------|
| Exceptional.....(90–100% of category points) | Fully compliant with no errors or risks.                  |
| Good to Superior..(80–89%):                  | Compliant with minor errors, omissions, or risks.         |
| Adequate.....(70–79%):                       | Minimally compliant; correctable errors or risks.         |
| Poor to Deficient...(60–69%):                | Non-compliant; difficult to correct.                      |
| Unacceptable.....(1–59%):                    | Totally deficient; major non-correctable errors or risks. |

## **Evaluation Procedures**

All aspects of the evaluation and any discussions/negotiations will be kept confidential during the process. Proposals will be analyzed for conformance with the instructions and requirements of the RFP. Evaluations will be made in strict accordance with the criteria and procedures specified in this section.