

# WATER EMERGENCY TRANSPORTATION AUTHORITY

## REQUEST FOR PROPOSALS (RFP)

### **TO PROVIDE ON-CALL MARKETING AND PUBLIC RELATIONS CONSULTING SERVICES TO THE SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY**

The San Francisco Bay Area Water Emergency Transportation Authority (WETA) is accepting Proposals from qualified firms to provide on-call marketing and public relations services.

#### **A. BACKGROUND**

The San Francisco Bay Area Water Emergency Transportation Authority, a local agency with multi-county jurisdiction, was established by the California State Legislature to expand regional ferry service, coordinate waterborne emergency response activities on San Francisco Bay and to consolidate operation of existing publicly operated ferry systems. WETA's comprehensive plan to establish ferry service on seven new routes was approved by the Legislature in 2003 (the "Plan"). The Plan was prepared with input from existing private operators, public transit providers, governmental agencies, environmental groups, business organizations and local representatives. WETA's goal is to design, build and operate a seamless transit system that responds to the region's congestion management needs as well as serves in an emergency response capacity, develops innovative environmental solutions for ferry vessels, contributes to economic viability and improves quality of life.

As directed by the Legislature through SB 976 as amended by SB 1093, in May 2011 WETA assumed operation of the existing Alameda/Oakland and Alameda Harbor Bay Ferry Services from the City of Alameda. In 2012, WETA assumed operation and administration of the Vallejo Baylink Ferry Service. In the Spring of 2012, WETA launched ferry service between Oakland/Alameda and South San Francisco/Oyster Point. Under the brand "San Francisco Bay Ferry", WETA now carries over 2.7 million passengers annually with a fleet of 12 vessels.

In addition to scheduled passenger ferry operations, WETA is responsible for the coordination of waterborne emergency response activities on San Francisco Bay. In preparation for this role, WETA participates in local and regional training exercises and has established two Emergency Operations Centers (EOC) at WETA facilities in San Francisco and in Vallejo.

WETA's 2016 Strategic Plan outlines a vision for the San Francisco Bay Ferry system over the next 20 years that responds to passenger demand, makes critical infrastructure investments, and increases WETA's ability to respond to emergencies and system disruptions. With funding and environmental approvals, WETA's long-range plan calls for new terminals in Richmond, Treasure Island, Mission Bay, Berkeley, Redwood City, Seaplane Lagoon, the South Bay, and the Carquinez Strait, ultimately creating a robust 16-terminal regional network served by a fleet of 44 vessels to meet the Bay Area demand for a

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safe, sustainable and environmentally responsible transportation alternative. As WETA plans for the future, its vision is that ferries run every 15 minutes in the highest volume locations, and that commuting by ferry is the first-choice travel option for thousands more Bay Area residents every day. Over the next several years, WETA will continue to implement a Strategic Plan designed to address the pressing demand for more ferry service on existing routes, while developing the infrastructure needed to expand ferry service across the bay and meet WETA's emergency response responsibilities.

WETA desires to secure a "bench" of professional on-call marketing and public relations consultant(s) to provide services in support of WETA's diverse marketing and public relations needs. The provision of these services will complement WETA's existing staff marketing and public information resources as specific areas of expertise and assistance are needed. Consultants are expected to have expertise in at least one, if not multiple marketing and public relations areas that are required by WETA. WETA may award contracts to one or more consultants to provide on-call marketing and public relations services. The selected consultant(s) must be capable of providing these services on (potentially) short notice and at irregular work intervals. The contracts, if awarded, will be for a base term of one year, with WETA's option to extend up to four additional years.

**B. PROPOSAL TIMELINE**

The timeline listed below is WETA's estimate of the time required to complete the RFP process. All efforts will be made to abide by this schedule and are subject to change at WETA's discretion.

Release of RFP	November 21, 2017
Pre-Proposal Conference	December 5, 2017 11.00 pm PST
Written Request for Clarification	December 12, 2017 2.00 pm PST
Response to Request for Clarification	December 13, 2017
Proposal Due	December 18, 2017 2:00 pm, PST
Evaluation and Interviews	December 20, 2017 if necessary
Contract Award	January 11, 2018
Work Commencement	January 22, 2018

**C. SCOPE OF SERVICES**

The following Scope of Services is to be used as a general guide and is not intended to be a complete list nor description of all required work. WETA may award one or more contracts as a result of this RFP. All services will be performed on an on-call basis by way of individual task orders. Proposers may propose to be considered for the marketing category, the public relations category, or both.

Minimum qualifications: Qualifying firms or their principles must have at least 3 years of continuous and recent (within the last 5 years) experience with a client whose major business was passenger transportation.

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**Marketing:**

- **Marketing Plans:** Develop and support implementation of San Francisco Bay Ferry (SFBF) marketing plans for service lines and for WETA.
- **Web Site Development/Enhancement:** Develop and implement web site creative and content designed to improve site functionality, improve customer web site use experience, and enable web site to function as critical marketing tool.
- **Printing:** Provide print job specifications and press checks. Arrange for production and delivery of materials as requested by WETA.
- **Creative:** Develop creative concepts for SFBF campaigns, promotions, and special events including print ads, television storyboards, and/or radio scripts.
- **Production:** Produce radio, television, and web-based programs.
- **Design Services:** Develop design concepts and final art for premium items, ads, brochures, pocket schedules, dock signs, rack cards, and ferry tickets.

**Public Relations:**

- **Public Relations:** Develop plans and provide public relations (and social media) services in support of WETA activities.
- **Media Monitoring:** Monitor media for material relevant to WETA's interest, operations, or plans. Maintain and update media outreach list.
- **Event Planning:** Provide event planning and event staff as required by WETA.
- **Materials:** Develop and produce press releases, media kits, PowerPoint type presentations, event invitations, WETA backgrounder, and other materials as requested by WETA. Assist WETA with development and production of video products for web and broadcast distribution as required by WETA.

**D. SAMPLE AGREEMENT**

The selected Consultant(s) will be required to execute an Agreement, a sample of which is attached as Attachment A. Any desire for exceptions or modifications to the Agreement must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement without modification. Attention is directed in particular to the Agreement's terms regarding insurance.

**E. RFP CONTENT; EXAMINATION OF DOCUMENTS**

This RFP sets forth the requirements for the preparation, submission and contents of Proposals submitted to WETA. Further, this RFP describes the process and factors under which each Proposal will be evaluated and the selected Firm(s) identified.

This RFP includes the following documents:

1. Request for Proposal
2. Attachment A - Form of Sample Agreement/Insurance Requirements
3. Attachment B – Compensation and Rate Schedule

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Proposers are solely responsible for examining, with appropriate care and diligence, all of these documents and fully informing themselves of all relevant aspects of the Services. By submitting a response to this RFP, Proposers represent that they have examined this RFP and are familiar with the scope of Services.

**F. PRE-PROPOSAL MEETING**

There will be a pre-proposal meeting held on December 5, 2017 at 11:00 AM at WETA's Offices, Pier 9 Suite 111 The Embarcadero, San Francisco, CA 94111. Attendance at the meeting is not mandatory but is strongly encouraged. The purpose of the pre-proposal conference will be to answer questions about the RFP, including questions concerning DBE participation. All statements and interpretations provided by WETA representatives at the Pre-Proposal conference are non-binding on WETA unless contained in a subsequent written Addendum.

**G. REQUEST FOR CLARIFICATION OR MODIFICATION OF RFP**

A request for clarification or modification regarding the meaning or interpretation of this RFP or the Scope of Services may be requested in written form by contacting Ernest Sanchez at [sanchez@watertransit.org](mailto:sanchez@watertransit.org). The subject of any email correspondence should be clearly labeled RFP for On-Call Marketing Services. All requests must be submitted by the date and time set forth in Section B. Oral clarifications will not be binding on WETA.

Should WETA determine that clarification of a possibly ambiguous or incomplete statement contained in the RFP is in order, WETA will issue a written addendum clarifying the matter, which will be posted on WETA's website (<http://sanfranciscobayferry.com/weta>). Each Proposer has an on-going responsibility to check WETA's website for addenda. WETA has no obligation to provide any other notice of addenda being issued. Addenda issued for this RFP, if any, must be expressly acknowledged in Proposer's Cover Letter. WETA's failure to respond to a request for clarification or modification will be deemed to be a rejection of such request. Any WETA determination on any Proposer request will be final.

**H. PROPOSAL DUE DATE: SUBMISSION OF PROPOSAL**

All Proposals should be submitted in a sealed envelope to:

San Francisco Bay Area Water Emergency Transportation Authority  
Attn: On Call Marketing and Public Relations Services RFP #17-025]  
9 Pier, Suite 111  
San Francisco, CA 94111

Three printed copies and one electronic copy (Microsoft Word and/or PDF) on USB media of the Proposal must be received at the above address by date and time set forth in Section B.

Proposals received after the date and time specified above will be considered late and will not be accepted. Proposals in response to this RFP should be submitted in a sealed envelope labeled On-Call Marketing and Public Relations Services RFP #17-025 and include the name of the Proposer.

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Cost proposal information must be submitted in a separate, sealed envelope labeled Cost Proposal – On-Call Marketing and Public Relations Services RFP #17-025 and include the name of the Proposer.

**I. PROPOSAL CONTENT AND FORMAT**

Each Proposal submitted in response to this RFP must respond fully to the requirements of this RFP and include the following elements in the sequence listed below. It is expected that Proposals submitted to WETA be of professional caliber in context and appearance; however, expensive binders are neither required nor desired. All descriptions and materials should be clear, concise, and provide sufficient information to minimize questions and assumptions. Proposals should be limited to 15 pages, excluding Cover Letter, table of contents, resumes, and Cost Proposal.

**1. Cover Letter.** The signed cover letter must be on company letterhead clearly stating the firm name of the Proposer, business address, telephone number and e-mail address. The Cover Letter should include the following information:

- Introduce the firm and summarize its qualifications. Confirm that you meet the Minimum Qualifications set forth in Section C.
- Name(s) of authorized principals with authority to negotiate and contractually bind the firm.
- Specify whether you would like to be considered for the marketing category of services or the public relations category of services.
- Length of time in business and time in business of providing proposed services
- Statement indicating that proposal and rate schedule shall be valid and binding for 90 days following Proposal due date and will become part of the Agreement that is negotiated with the WETA.
- Include an express acknowledgement of the receipt of a complete set of RFP documents and all Addenda issued for this RFP, if any.
- Confirm acceptance of or indicate exceptions or modifications to the Agreement. This confirmation must include an explicit acknowledgement that Consultant will meet all insurance requirements in the Agreement as per Section I.2.c.i.
- Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services. Disclose any such conflicts in a separate document as per Section I.2.c.ii.
- Indicate whether there are any required disclosures pursuant to the Levine Act. Include any such disclosure in a separate document as per Section I.2.c.iii.
- Cover Letter must be signed by an authorized individual who is legally authorized to bind the firm to both its Proposal and Cost Proposal.

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**2. Technical Proposal.** Proposers should respond to all of the following separately for either or both the public relations category and/or the marketing category. Technical Proposals must contain the following three sections:

- Project Understanding and Proposed Approach
- Experience and Qualifications
- Assurances and Miscellaneous Items (not included in 15-page limit)

**a. Project Understanding and Proposed Approach**

i. Provide a general explanation of the approach your firm would take for completing the Services.

ii. Address the tasks detailed in the scope of Services and discuss the issues, challenges, and potential solutions your firm would employ in performance of the Services.

**b. Experience and Qualifications**

i. Briefly describe the firm, including the form of organization, nature of services offered, number of employees, size and location of offices.

ii. Provide information concerning relevant projects your firm has undertaken, including project name, project description and the firm's scope of services, duration of the project and year of completion, client agency, and names of the staff proposed for this project who worked on the project and their roles.

iii. A minimum of three (3) client references including email and phone contact information of the person(s) at the client organization who is most knowledgeable about the work performed.

iv. Include an organizational chart that lists all team members including subcontractors/subconsultants. Designate the Principal and Project Manager in charge of the Project from the prime consulting firm. These individuals are expected to serve as WETA's primary contacts throughout the duration of the Contract.

v. Identify key personnel and provide a brief resume describing similar relevant projects on which they have been involved, their availability over the duration of the Project, a description of their qualifications, and the specific benefits the person brings to the team.

**c. Assurances and Miscellaneous Items**

i. If applicable, list any exceptions or modifications to WETA's sample agreement for services and insurance requirements (See Attachment A).

ii. Conflict of Interest - Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services (See Section P). Include any such conflicts in a separate document.

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iii. Levine Act - If required, disclose any Levine Act-related information, as described in Section Q of this RFP. Indicate whether there are any required disclosures pursuant to the Levine Act (See Section Q). Include any such disclosure in a separate document.

iv. References - Proposers must provide the name, title, address, telephone number and email address of three references for clients for work similar in nature to the Services sought in this RFP. Please provide information referencing actual services provided, customer size (number of users) and length of tenure providing services to this client.

v. Financial Stability - Provide pertinent information to allow the WETA to reasonably formulate a determination about the financial stability and strength of the Proposer such as financial references, financial statements or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Proposer.

**3. Cost Proposal.** A separate Cost Proposal must include the Compensation and Rate Schedule (See Attachment B - not included in 15-page limit and submitted separately).

**J. WITHDRAWAL OF PROPOSAL**

Submission of a Proposal constitutes a firm offer to WETA for ninety (90) calendar days from the submission deadline for Proposals.

A Proposer may withdraw its Proposal any time before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to WETA. A telephone or email request is not acceptable.

**K. PROPOSAL EVALUATION PROCESS**

**1. WETA Evaluation Committee**

WETA will establish an evaluation committee appointed by the Executive Director with responsibility for reviewing all Proposals and conducting the evaluation and interviews, if any, described in this RFP. WETA reserves the right to reject or accept any and all Proposals, to waive any irregularities in Proposals or procedures and to request additional information from Proposers at any stage of the evaluation process.

**2. Evaluation Criteria**

WETA intends to award contract(s) to qualified, responsible firm(s) submitting a responsive Proposal. The evaluation process will compare the marketing and public relations categories separately—in other words, firm's proposing for marketing services will only be compared to other such firms and will not be compared to firms proposing for public relations services. Firms proposing in both categories will be evaluated separately in each category. Ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a Proposal will receive in each category, WETA will consider the Proposal material submitted, oral interviews (if applicable), additional information requested by the

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WETA, client references and any other relevant information about a given Proposer. The Proposals will be evaluated using the following criteria:

<b>a.</b>	Project Understanding and Proposed Approach	10%
<b>b.</b>	Experience and Qualifications	60%
<b>c.</b>	Cost Proposal	30%
	Total	100%

**3. Preliminary Evaluation of Proposals**

The evaluation committee will first preliminarily evaluate the Technical Proposals. For any responsive firm deemed technically qualified, the evaluation committee will then open the Cost Proposals and evaluate them separately. Cost Proposals will be evaluated based on the reasonableness of the hourly rates.

**4. Final Evaluation of Proposals**

After completing the preliminary evaluation of Technical and Cost Proposals, the evaluation committee may conduct further discussion or interviews with firms whose Proposals the evaluation committee considers sufficiently viable to allow for further consideration (the competitive range). The evaluation committee may also reject any Proposals it deems not within the competitive range. The evaluation committee may require that some or all Proposers attend an interview (may be in person or conducted via telephone per WETA's request) in order to seek clarification regarding the various Proposals. WETA also reserves the right to request additional information and to require any such information in writing. The evaluation committee may also contact any reference listed in the Proposal or otherwise seek input about Proposers. WETA reserves the right to complete the evaluation process without any interviews or additional information, so Proposers are encouraged to submit their best Proposal with their initial submission.

The evaluation committee will determine which proposer(s) if any, are to be recommended for inclusion on a "bench" of on-call consultants. WETA will select the highest ranked Proposer(s) based on the evaluation criteria above and based on all information, including both the written submissions and any additional information learned by the evaluation committee during the final evaluation process.

**5. Negotiations**

Upon completion of the evaluation process, WETA will rank each firm as set forth above. WETA may accept highest-ranked Proposal(s) or negotiate terms and conditions of the Agreement with the highest-ranked firm(s). If negotiations are unsuccessful, WETA will terminate the negotiations with that firm and may open negotiations with the next highest-ranked firm. If negotiations with this firm are also not successful, WETA may repeat the negotiations process with the next-highest-ranked firms, or, at its sole discretion, WETA may reject all remaining Proposals.

**6. Notice of Intent to Award.**

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If the Contract is to be awarded, all Proposers will be notified of WETA's intent to award the Contract at least 72 hours before Contract award.

**L. CONTRACT AWARD AND EXECUTION**

WETA reserves the right to not award any contract as a result of this procurement and may terminate the procurement and commence a new procurement for part or all of the Services at any time. WETA also reserves the right to award multiple contracts as a result of this procurement. Formal contract award will only occur as and when, if at all, the WETA Board takes such action. WETA will not reimburse any firm for costs incurred as a result of preparing or submitting a proposal, including negotiating with WETA on any matter related to this RFP.

If WETA acts to award the Agreement, the selected Proposer(s) must execute and deliver execution copies of the Agreement within ten (10) working days of receipt of the Agreement, together with all required documents, including but not limited to, the insurance certificates.

If the Proposer is an individual, the Agreement must be executed by the individual personally. If the Proposer is a co-partnership, it is desirable that the Agreement be executed by all of the partners, but it may be executed by one (1) of them. If the Proposer is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to WETA is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws). If the Proposer is a joint venture, the Agreement must be executed on behalf of each participating firm by officers or other authorized individuals. If the Proposer is an LLC, the Agreement must be executed by an officer or member who is authorized to bind the LLC.

**M. CONTRACT TERM AND ADMINISTRATION**

WETA anticipates that the selected firm or firms will be retained for an initial base term of one year commencing upon issuance of a Notice to Proceed. WETA reserves the option, at its sole discretion, to extend the agreement for up to a total of five years. All such extensions are subject to WETA's discretion and the annual appropriation of funds.

All work will be coordinated and authorized on an as needed basis based upon task orders to be issued by WETA. There is no guaranteed compensation. Generally, unless agreed to otherwise by the parties, compensation will be on a time and materials basis, with a not to exceed cap for specific tasks. In general, budgets shall be based on negotiated rates and the work to be performed.

**N. PROTEST PROCEDURES**

Protests shall be governed by the provisions of Chapter 5, Article XII, of the San Francisco Bay Area Water Emergency Transportation Authority Administrative Code.

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**O. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND SMALL BUSINESS ENTERPRISE (SBE) ELEMENT**

It is the policy of WETA to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of contracts and to create a level playing field on which DBEs and SBEs can compete fairly for contracts and subcontracts relating to WETA's construction, procurement and professional services activities. Consultants are strongly encouraged to obtain DBE and SBE participation on this project although there is no contract-specific DBE or SBE goal.

**P. CONFLICT OF INTEREST**

By submitting a Proposal, the Proposer represents and warrants that no director, officer or employee of WETA is in any manner interested directly or indirectly in the Proposal or in the Agreement which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq. or Sections 87100 et seq. during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under WETA's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by WETA upon receipt. No person previously in the position of director, officer, employee or agent of WETA may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before WETA, or any officer or employee of WETA, for a period of twelve (12) months after leaving office or employment with WETA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

The Proposer warrants that it has no organizational conflicts of interest at this time. Alternatively, the Proposer must disclose all known organizational conflicts of interest. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to WETA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

See Agreement for additional conflict of interest provisions that will be in effect during the contract term.

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**Q. LEVINE ACT**

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as the San Francisco Bay Area Water Emergency Transportation Authority. The Levine Act prohibits any WETA Member who has received \$250.00 or more within the previous twelve months from an WETA from participating in or influencing the decision on awarding a contract with WETA. The Levine Act also requires a member of WETA who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, WETA Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before WETA or for three months following the date a final decision concerning the contract has been made.

Applicants must disclose on the record any contribution of \$250.00 or more that they have made to a WETA Member within the twelve-month period preceding submission of their response to this RFP. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, you must provide written notice of the date, amount, and receipt of the contribution(s) in writing to WETA's Executive Director. This information, if any, must accompany your response to this RFP.

**R. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of the Proposal, as well as any other written communication between WETA and the Proposer may be a public record that must be made available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that WETA withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential. Additionally, Proposer may not designate Proposal Forms and its Compensation and Rate Schedule as confidential.

If the Proposer requests that WETA withhold from disclosure information identified as confidential, and WETA complies with the Proposer's request, the Proposer must assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless WETA from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to the withholding of the Proposer information. The Proposer may not make a claim, sue or maintain any legal action against WETA or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that WETA withhold from disclosure information identified as confidential, WETA will have no obligation to withhold the information from disclosure and may release the information sought without liability to WETA.

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**S. EX PARTE COMMUNICATION**

Any written communication regarding the RFP between a Proposer (or the Proposer's representative) and WETA's Executive Director, Board Member, officer, employee or consultant, regardless of who initiates the communication, other than as part of the procurement process set forth in this RFP, before WETA awards the contract, will be available for disclosure to the general public.

**T. NON-COLLUSION**

By submitting a proposal in response to this RFP, each Proposer certifies that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not, directly or indirectly, induced or solicited any other person to submit a sham proposal or any other person to refrain from responding to this RFP; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a response to this RFP.

**U. OTHER TERMS AND CONDITIONS**

This RFP does not commit the WETA to enter into a contract nor does it obligate the WETA to pay for any costs incurred in preparation and submission of proposals in anticipation of a contract.

The WETA reserves the right to:

- Reject any and all proposals
- Issue subsequent RFPs
- Remedy errors in the RFP process
- Make the selection based at its sole discretion
- Approve or disapprove of any staff or use of subconsultants assigned to the WETA before and throughout the contract term
- Approve, disapprove or modify proposed plans, timelines and deliverables
- Negotiate with any, all or none of the firms
- Accept other than the lowest price offered
- Waive formalities and irregularities in the proposals
- Enter into an agreement with another firm in the event the originally selected firm defaults or fails to execute an agreement with WETA

An agreement shall not be binding or valid with the WETA until it is executed by authorized representatives of WETA and the Proposer.

**-END OF REQUEST-**

**ATTACHMENT A**

**Sample Agreement for Professional Services**

**PROFESSIONAL SERVICES AGREEMENT #17-XXX**

between

**SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY**

and

**[CONSULTANT]**

This **AGREEMENT** is made and entered into as of \_\_\_\_\_ (Effective Date), by and between the San Francisco Bay Area Water Emergency Transportation Authority, (WETA) and **[CONSULTANT]** located at **[ADDRESS]** (Consultant). For purposes of this **AGREEMENT**, each of the WETA and Consultant may be referred to individually as a "Party" or together, as "Parties."

**RECITALS**

**WHEREAS**, WETA was created to operate existing regional ferry service as well as investigate and implement expansion of ferry service within the San Francisco Bay Area and to provide a water-based transit response in the event of an emergency; and

**WHEREAS**, WETA requires on-call Marketing Services and has issued an RFP dated \_\_\_\_\_, a copy of which is attached and incorporated as Exhibit A; and

**WHEREAS**, the Consultant desires to provide such on-call services and has represented that it is experienced and qualified to perform such services. It has submitted a written proposal, dated \_\_\_\_\_, a copy of which is attached and incorporated as Exhibit B.

**WHEREAS**, on \_\_\_\_\_, WETA's Board of Directors authorized award of the Agreement to the Consultant.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. RENDITION OF SERVICES**

The Consultant agrees to provide professional services to WETA in accordance with the terms and conditions of this Agreement. In the performance of its work, the Consultant represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

**2. SCOPE OF SERVICES**

The scope of the Consultant's on-call services will consist of services set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

**3. TERM**

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The term of this Agreement will be for a base term commencing upon WETA's issuance of a written notice to proceed and continuing for a one-year base term. At WETA's sole discretion, it may extend this agreement such that the total term will not exceed five years. WETA may extend the agreement in any combination of years up to the maximum amount. Task Orders may be issued under this Agreement any time during the base term, or option terms if exercised. The Consultant's performance of services will commence for each Task Order upon receipt of the Notice to Proceed issued by WETA for the respective Task Order and the Consultant will complete the services within the period specified in the Task Order. In the event that a Task Order specifies a performance period extending beyond the term of the Agreement, including any options, the Agreement will remain in full force and effect until all outstanding services under all Task Orders are completed or terminated. If WETA determines to exercise any option term(s), WETA will provide the Consultant at least thirty (30) days advance written notice prior to the expiration of the then current term of WETA's intention to exercise its option to extend the term.

**4. KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that \_\_\_\_\_, will serve as the primary staff person/designated representative of the Consultant to undertake, render and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by WETA, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who must possess similar qualifications and experience for this position.

**5. COMPENSATION**

There is no guaranteed compensation under this Agreement. However, the maximum aggregate compensation authorized to be expended for services provided under this Agreement may not exceed \$150,000 in any fiscal year. Compensation for each Task Order will be as set forth in each Task Order and will be either on a firm price basis or a time and materials basis with a not-to-exceed maximum. The hourly rate by personnel category that applies to all Task Orders will be as set forth in Exhibit B.

**6. MANNER OF PAYMENT**

Unless specified otherwise in a Task Order, the Consultant may submit invoices at the end of each month services have been provided. Invoices must describe in detail the services rendered by Consultant during the previous month and must state the number of hours and applicable hourly rate of each person. Hourly rates per personnel category will be in accordance with the Consultant's Cost Proposal in Exhibit B. WETA will endeavor to pay approved invoices within thirty (30) days of their receipt. WETA will reimburse actual cost of eligible expenses that have been pre-approved by WETA upon submission of receipts.

**7. NOTICES**

All communications relating to the day-to-day activities of the project will be exchanged between WETA's Manager of Administration and Business Services Melanie Jann and the Consultant's Designated Representative.

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto will be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

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If to WETA: San Francisco Bay Area Water Emergency Transportation Authority  
Attn: \_\_\_\_\_  
9 Pier, Suite 111  
San Francisco, CA 94111

If to the Consultant:

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**8. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, photographic images, video and sound recording, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by the Consultant will be and are the property of WETA. WETA will be entitled access to and copies of these materials during the progress of the work. Any such materials remaining in the hands of the Consultant or in the hands of any subcontractor upon completion or termination of the work must be immediately delivered to WETA. If any materials are lost, damaged or destroyed before final delivery to WETA, the Consultant must replace them at its own expense, and the Consultant assumes all risks of loss, damage or destruction of or to such materials. The Consultant may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to WETA. The Consultant agrees to execute any additional documents which may be necessary to evidence such assignment.

The Consultant represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

**9. CONFIDENTIALITY**

Any WETA materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement ("confidential information") must be held in confidence by the Consultant, who must exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The Consultant, its employees, subcontractors, and agents may not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of WETA.

**10. USE OF SUBCONTRACTORS**

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The Consultant may not subcontract any services to be performed by it under this Agreement without the prior written approval of WETA, except for service firms engaged in drawing, reproduction, typing, and printing. Any subcontractors must be engaged under written contract with the Consultant with provisions allowing the Consultant to comply with all requirements of this Agreement. The Consultant will be solely responsible for reimbursing any subcontractors, and WETA will have no obligation to them.

**11. CHANGES**

WETA may, at any time, by written order, make changes within the scope of work and services described in this Agreement or any Task Order. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation set forth in the Task Order or in the time of required performance as set forth in the Task Order, or both. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule or the amount of compensation specified herein, the Consultant will so advise WETA immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in schedule or compensation. This notice must be given to WETA prior to the time that the Consultant performs work or services related to any proposed adjustment. The pertinent changes will be expressed in a written supplement to this Agreement or Task Order prior to implementation of such changes.

**12. RESPONSIBILITY; INDEMNIFICATION**

The Consultant must indemnify, keep and save harmless WETA and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the Consultant caused by a negligent act or omission or willful misconduct of the Consultant or its employees, subcontractors or agents; or
- B. Any allegation that materials or services provided by the Consultant under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Consultant further agrees to defend any and all such actions, suits or claims, with counsel acceptable to WETA in its sole discretion, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against WETA, or any of the other individuals enumerated above in any such action, the Consultant must, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

**13. INSURANCE**

CONSULTANT is required to procure and maintain at its sole cost and expense the insurance coverage listed in Attachment A.

**14. CONSULTANT'S STATUS**

Neither the Consultant nor any party contracting with the Consultant are deemed to be an agent or employee of WETA. The Consultant is and will be an Independent

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Contractor, and the legal relationship of any person performing services for the Consultant will be one solely between that person and the Consultant.

**15. ASSIGNMENT**

The Consultant may not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of WETA.

**16. WETA WARRANTIES**

WETA makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**17. WETA REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the WETA Board of Directors, the WETA Executive Director or such person or persons as she may designate in writing from time to time, will represent and act for WETA.

**18. DISPUTE RESOLUTION**

WETA and Consultant agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by WETA, the Consultant must continue performance under this Agreement while matters in dispute are being resolved. Consultant must file a government claim in accordance with Government Code Section 900 et seq. prior to initiating any civil action.

**19. TERMINATION**

WETA will have the right to terminate this Agreement or any Task Order at any time for cause or for convenience (including but not limited to for non-appropriation of funds) by giving written notice to the Consultant. Upon receipt of such notice, the Consultant must not commit itself to any further expenditure of time or resources. If the Agreement is terminated for any reason other than a breach or default by the Consultant, WETA will pay the Consultant in accordance with the provisions of the applicable Task Order and this Agreement all sums actually due and owing from WETA for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessary incurred by the Consultant to effect such termination.

If the Agreement or any Task Order is terminated for breach or default, WETA will provide Consultant a reasonable opportunity to cure any breach or default prior to termination. If the Agreement or any Task Order is terminated for breach or default, WETA will pay the Consultant an amount to cover only those services actually performed and expenses incurred in full accordance with the terms and conditions of this Agreement and Task Order up to the effective date of termination.

Upon termination for any reason, Consultant must transfer title to WETA (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by WETA the work in process, completed work, and all other material produced as a part of, or acquired in respect of the performance. All data, work in process, completed work, and other material produced as a part of, or acquired in respect of the performance, whether complete or incomplete, must be delivered promptly to WETA in native format, or other such format as instructed by WETA.

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In the event of termination, WETA will not in any manner be liable for the Consultant's actual or projected lost profits had the Consultant completed the services required by this Agreement or any Task Order.

**20. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All Consultant and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The Consultant and its subconsultants must permit WETA and the State Auditor to inspect, examine, make excerpts from, transcribe, and copy the Consultant's books, work, documents, papers, materials, payrolls records, accounts and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant must also provide such assistance as may be required in the course of such audit. The Consultant must retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by WETA's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Consultant agrees to reimburse WETA for those costs within sixty (60) days of written notification by WETA.

**21. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, the consultant may not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws. The Consultant will take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to the above factors. Such actions must include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors may not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors will comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all

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applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

**22. NON-DISCRIMINATION ASSURANCE – TITLE VI OF THE CIVIL RIGHTS ACT**

The Consultant may not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant must carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Consultant agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Consultant will obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as WETA deems appropriate, which may include, but is not limited to withholding monthly progress payments, or assessing other sanctions.

**24. CONFLICT OF INTEREST**

The Consultant warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 *et seq.* or §§ 87100 *et seq.* during the performance of services under this Agreement. The Consultant further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, a Consultant of WETA is subject to the same conflict of interest prohibitions that govern WETA employees and officials (Cal. Govt. Code Section 1090 *et seq.* and Cal. Govt. Code Section 87100 *et seq.* as well as all applicable federal regulations and laws). During the proposal process or the term of the Agreement, Consultant and its employees may be required to disclose financial interests.

Depending on the nature of the work performed, the Consultant may be required to publicly disclose financial interests under WETA's Conflict of Interest Code. Upon receipt, the Consultant agrees to promptly submit a Statement of Economic Interest on the form provided by WETA.

No person previously in the position of director, officer, employee or agent of WETA may act as an agent or attorney for, or otherwise represent, the Consultant by making any formal or informal appearance, or any oral or written communication, before WETA, or any officer or employee of WETA, for a period of twelve (12) months after leaving office or employment with WETA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The Consultant must take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed

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under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to WETA; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

The Consultant may not engage the services of any subcontractor or independent Consultant on any work related to this Agreement if the subcontractor or independent Consultant, or any employee of the subcontractor or independent Consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the Consultant becomes aware of an organizational conflict of interest in connection with the work performed hereunder, the Consultant immediately must provide WETA with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The Consultant's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Agreement, WETA becomes aware of an organizational conflict of interest in connection with the Consultant's performance of the work hereunder, WETA will similarly notify the Consultant. In the event a conflict is presented, whether disclosed by the Consultant or discovered by WETA, WETA will consider the conflict presented and any alternatives proposed and meet with the Consultant to determine an appropriate course of action. WETA's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, the Consultant must maintain lists of its employees, and the subcontractors and independent Consultant used and their employees. The Consultant must provide this information to WETA upon request. However, submittal of such lists does not relieve the Consultant of its obligation to assure that no organizational conflicts of interest exist. The Consultant must retain this record for five (5) years after WETA makes final payment under this Agreement. Such lists may be published as part of future WETA solicitations.

The Consultant must maintain written policies prohibiting organizational conflicts of interest and must ensure that its employees are fully familiar with these policies. The Consultant must monitor and enforce these policies and must require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the Consultant to damages incurred by WETA in addressing organizational conflicts that arise out of work performed by the Consultant, or to termination of this Agreement for breach.

**25. PUBLICITY**

The Consultant, its employees, subcontractors and agents may not refer to WETA, or use any logos, images or photographs of WETA for any commercial purpose, including, but not limited to, advertising, promotion or public relations, without WETA's prior written consent. Such written consent will not be required for the inclusion of WETA's name on a customer list.

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**26. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover, in addition to all court costs, reasonable legal fees.

**27. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**28. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

**29. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**30. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California.

**31. BINDING ON SUCCESSORS**

All of the terms, provisions and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

**32. ENTIRE AGREEMENT; MODIFICATION**

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**CONSULTANT\*:**

NAME

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**WETA:**

SAN FRANCISCO BAY AREA WATER  
EMERGENCY TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Nina Rannells

Title: Executive Director

Approved as to form:

\_\_\_\_\_  
Legal Counsel to WETA

*\* If the Consultant is a corporation, this Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to WETA is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).*

## ATTACHMENT A

### **ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES**

CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A- or better.

- a) COMMERCIAL GENERAL LIABILITY coverage (including but not limited to premises and operations; completed operations and products liability; personal injury and advertising injury; and contractual liability on written contracts) of not less than:

One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily harm and property damage; and

Two Million Dollars (\$2,000,000) general aggregate annual limit.

Policy shall include a Waiver of Subrogation and Additional Insured endorsement. Policy will also contain Separation of Interests Clause and Primary and Non-contributory language.

- b) AUTOMOBILE LIABILITY INSURANCE coverage (including but not limited to use of all owned and non-owned vehicles, uninsured motorists, and leased and hired vehicles) of not less than:

One Million Dollars (\$1,000,000) combined single limit per occurrence and aggregate for bodily harm and property damage.

Policy shall include a Waiver of Subrogation and Additional Insured endorsement

- c) PROFESSIONAL LIABILITY (Errors and Omissions) INSURANCE coverage for Errors and Omissions in an amount not less than one million dollars (\$1,000,000) per occurrence or claim, two million dollars (\$2,000,000) aggregate.

- d) WORKERS COMPENSATION INSURANCE as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury of disease. *(Not required if consultant provides written verification is has no employees,)*

Policy shall include a Waiver of Subrogation and Additional Insured endorsement. Policy will also contain Primary and Non-contributory language.

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**ATTACHMENT B**

**COMPENSATION AND RATE SCHEDULE**

Rates in Table 1 below are in effect for 12 month period from time of Agreement execution.

**TABLE 1**

<b>Activity</b>	<b>Hourly Billing Rate</b>
Principal	\$
Account Manager: responsible for day-to-day oversight of project	\$
Art Director	\$
Staff:	
Graphic Designer	\$
Production Assistant	\$
Copy Writer	\$
Support Staff (database entry, promotion fulfillment, etc.)	\$
<b>Subcontracting Markup(1)</b>	<b>Percent Markup(2)</b>
Print Production	%
Video Production	%
Media Planning /Coordination/media purchase	%
Mailing list	%
Photography: still/video	%

(1) Markup applied to outside purchases.