



Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

AMENDMENT NO. 1 TO TRANSIT ADVERTISING SALES & MANAGEMENT AGENCY

1. AMENDMENT NO: 1	2. SOLICITATION NO: RFP 2021-117	3. SOLICITATION NAME: TRANSIT ADVERTISING SALES & MANAGEMENT AGENCY	4. AMENDMENT DATE: July 13, 2021
-----------------------	-------------------------------------	---	-------------------------------------

5. ISSUED BY
Capital Area Transportation Authority
Purchasing and Contracts Department
4615 Tranter Street
Lansing, MI 48910

6. DESCRIPTION OF AMENDMENT:
The following documentation has been attached to this Amendment:

A. Amendment to the Selection Criteria, Revised Section I-P, Page 6 is attached. The following information has been amended from:

1. Ability of the respondent to provide all aspects of the statement of work.
 - Please provide three (3) distinct work samples from existing clients, demonstrating: 1) a high degree of creativity and visual appeal; 2) effective implementation and overall work quality; and 3) post-campaign analytical assessment.
 - Description of agency's quality-control processes – over and above the transit system's internal ad review and approval process – to ensure adherence to policy, accuracy and quality work output.
 - Respondent to discuss the process for resolving client concerns.
 - Respondent to submit sample reports for transit client, showing how sales are tracked, calendared and communicated with advertising client (e.g., confirmation form, schedule, etc.).
 - The business's legal name, address, telephone number and email address of those assigned to project are included in the proposal.
2. Overall project experience.
 - Respondent demonstrates exemplary advertising sales and management experience, with respect to achieving client's advertising sales goals, creativity, production quality, implementation and analysis.
 - Respondent demonstrates competitiveness of committed percentage of gross operating revenue and/or profit-sharing percentage to be paid to CATA.

3. Price/cost/revenue

- Respondent demonstrates a high degree of competition with respect to: 1) mitigating any transit-agency costs; 2) maximizing profit-sharing; and 3) ensuring cost effectiveness in pricing ads for sale to our advertising clients.
- The pricing form shall include all proposed pricing for services provided to transit agency and advertising clients.
- The pricing/cost/revenue form is completed accurately (if applicable).

4. Experience of the Firm with Similar Projects/Clients.

- The proposal shall list three (3) company references that illustrate the respondent's past record of performance with similar projects.
- The proposal must demonstrate relevant experience and expertise as stated in the statement of work.
- Include a detailed description of the company's work-flow process with advertising clients and transit system personnel, explaining how clients are targeted and solicited, and detailing the work-flow process from point of intake to point of execution.
- Include a list/description of the primary agency and subcontractor's key personnel who will be assigned to complete tasks for each aspect of the contract, including their qualifications and experience, preferably in resume format.

5. Completeness and Responsiveness of Proposal to RFP.

- The respondent has met all submittal requirements.
- The proposal is thorough, visually appealing and easily understandable.
- The agency's certificate of insurance.

To the Following:

1. Financial Offer

- Respondent demonstrates a high degree of competition with respect to: 1) mitigating any transit-agency costs; 2) maximizing profit-sharing; and 3) ensuring cost effectiveness in pricing ads for sale to our advertising clients.
- The financial offer form shall include all proposed pricing for services provided to transit agency and advertising clients.
- The financial offer form is completed accurately (*See Attachment E*).

2. Experience of the Firm with Similar Projects/Clients.

- The proposal shall list three (3) company references that illustrate the respondent's past record of performance with similar projects.
- The proposal must demonstrate relevant experience and expertise as stated in the statement of work.
- Include a detailed description of the company's work-flow process with advertising clients and transit system personnel, explaining how clients are targeted and solicited, and detailing the work-flow process from point of intake to point of execution.
- Include a list/description of the primary agency and subcontractor's key personnel who will be assigned to complete tasks for each aspect of the contract, including their qualifications and experience, preferably in resume format.

3. Overall project experience.

- Respondent demonstrates exemplary advertising sales and management experience, with respect to achieving client’s advertising sales goals, creativity, production quality, implementation and analysis.
- Respondent demonstrates competitiveness of committed percentage of gross operating revenue and/or profit-sharing percentage to be paid to CATA.

4. Ability of the respondent to provide all aspects of the statement of work.

- Please provide three (3) distinct work samples from existing clients, demonstrating: 1) a high degree of creativity and visual appeal; 2) effective implementation and overall work quality; and 3) post-campaign analytical assessment.
- Description of agency’s quality-control processes – over and above the transit system’s internal ad review and approval process – to ensure adherence to policy, accuracy and quality work output.
- Respondent to discuss the process for resolving client concerns.
- Respondent to submit sample reports for transit client, showing how sales are tracked, calendared and communicated with advertising client (e.g., confirmation form, schedule, etc.).
- The business’s legal name, address, telephone number and email address of those assigned to project are included in the proposal.

5. Completeness and Responsiveness of Proposal to RFP.

- The respondent has met all submittal requirements.
- The proposal is thorough, visually appealing and easily understandable.
- The agency’s certificate of insurance.

B. CATA responses to vendor questions.

C. Please note Attachment E: Financial Offer Form has been added and must be submitted with your proposal.

D. All other terms and conditions remain unchanged.

PLEASE NOTE: Contractor is required to sign this document and return it with the bid/proposal/quote.

NAME / TITLE OF OFFEROR (Type or Print)	COMPANY NAME
(Signature of person authorized to sign)	(Date Signed)

descriptions of the firm's qualifications and the qualifications of the key individuals assigned to this project. The primary contractor is responsible for any subcontractor's project quality and performance in meeting deadlines.

I-O Other Duties Assigned by CATA

Because of the nature of this project, CATA is unable to determine all possible work components and tasks to be completed. The Contractor may be asked to provide additional services not outlined in this RFP. When additional duties beyond those outlined in this RFP and in the Contractor's proposal are identified, CATA and the contractor will discuss the contractor's ability to complete this work. If CATA determines the contractor should conduct the additional work, the contractor will provide a Request for a Task Order describing the work to be done and all associated costs. A written task order will then be issued by CATA.

I-P "REVISED" Selection Criteria

Responses to this RFP will be evaluated based upon the following factors as presented in the respondent's proposal. The criteria used to evaluate the proposals are provided below and are listed in order of importance. Therefore, the contract may be awarded to a firm that is not necessarily the low bidder.

1. Financial Offer
 - Respondent demonstrates a high degree of competition with respect to: 1) mitigating any transit-agency costs; 2) maximizing profit-sharing; and 3) ensuring cost effectiveness in pricing ads for sale to our advertising clients.
 - The financial offer shall include all proposed pricing for services provided to transit agency and advertising clients.
 - The financial offer form is completed accurately (*See Attachment E*).
2. Experience of the Firm with Similar Projects/Clients.
 - The proposal shall list three (3) company references that illustrate the respondent's past record of performance with similar projects.
 - The proposal must demonstrate relevant experience and expertise as stated in the statement of work.
 - Include a detailed description of the company's work-flow process with advertising clients and transit system personnel, explaining how clients are targeted and solicited, and detailing the work-flow process from point of intake to point of execution.
 - Include a list/description of the primary agency and subcontractor's key personnel who will be assigned to complete tasks for each aspect of the contract, including their qualifications and experience, preferably in resume format.
3. Overall project experience.
 - Respondent demonstrates exemplary advertising sales and management experience, with respect to achieving client's advertising sales goals, creativity, production quality, implementation and analysis.
 - Respondent demonstrates competitiveness of committed percentage of gross operating revenue and/or profit-sharing percentage to be paid to CATA.
4. Ability of the respondent to provide all aspects of the statement of work.
 - Please provide three (3) distinct work samples from existing clients, demonstrating: 1) a high degree of creativity and visual appeal; 2) effective implementation and overall work quality; and 3) post-campaign analytical assessment.
 - Description of agency's quality-control processes – over and above the transit system's internal ad review and approval process – to ensure adherence to policy, accuracy and quality work output.
 - Respondent to discuss the process for resolving client concerns.
 - Respondent to submit sample reports for transit client, showing how sales are tracked, calendared and communicated with advertising client (e.g., confirmation form, schedule, etc.).
 - The business's legal name, address, telephone number and email address of those assigned to project are included in the proposal.
 - of gross operating revenue and/or profit-sharing percentage to be paid to CATA.
5. Completeness and Responsiveness of Proposal to RFP.
 - The respondent has met all submittal requirements.
 - The proposal is thorough, visually appealing and easily understandable.
 - The agency's certificate of insurance.



July 13, 2021

Capital Area Transportation Authority Request for Proposal 2021-117
Transit Advertising Sales & Management Agency
CATA Responses to Vendor Questions

VENDOR QUESTIONS AND CATA’S RESPONSES:

1. **Whether companies from Outside USA can apply for this?
(like, from India or Canada)**

Yes.

2. **Whether we need to come over there for meetings?**

Yes.

3. **Can we perform the tasks (related to RFP) outside USA?
(like, from India or Canada)**

Please refer to the scope of work, number 14, Advertising Maintenance.

4. **Can we submit the proposals via email?**

No.

5. **While we understand the desire for this to be a pilot program – the currently outlined contract terms make it difficult for sales organizations to commit resources such as staffing and office space for only one guaranteed year of partnership. Would it be possible to reconsider and extend the contract terms to at least an initial two-year pilot?**

Please refer to the contract terms of the RFP.

6. **In the Selection Criteria section – CATA requests (3) distinct work samples from existing clients. Can you confirm if this is in regard to partnership with other transit agencies or advertisers?**

We are specifically looking for sample work applied to transit vehicles, shelters, facilities that demonstrates the proposer’s creative and aesthetic depth and breadth; work quality; and campaign efficacy if such data is available.

7. **In the Pricing and Payment section – please confirm you don’t need to review an invoice as part of the proposal?**

Confirmed.



8. can elaborate on that as we know buses are not normally allowed to be assigned to specific routes

CATA cannot commit to full and partial route takeovers.

9. For the fleet overview:

a. Can you confirm that the (12) 40-ft Nova buses and (3) 60-ft Nova buses that arrived in February 2021 did not replace any other existing vehicles in the fleet?

We confirm that each of the buses referenced replaced an existing vehicle in the fleet.

b. Is there branding on the (2) Grab & Go Express and (1) Shopping Bus that would not allowed for advertising to be posted on these vehicles?

Advertising is available on the two Grab & Go Express vehicles but not on the Shopping Bus.

c. Do the small buses and minivans provide paratransit services?

Yes, except that one bus is dedicated to Route 6. Vehicles may rotate (i.e., they are not route-specific) but must have an electronic farebox installed.

Would the sales organization be allowed to place advertising on all of these vehicles?

Yes.

10. Do sales organizations need to work with MSU to develop advertising opportunities in/on the MSU-CTC?

MSU does not permit advertising on stationary structure/facilities on campus.

11. For Accidental Damage, would CATA be open to discussing the responsibility of fixing materials that occur outside of the sales agency's control? This is normally handled through either insurance or having the cost to fix materials counted against the MAG

CATA is agreeable to be responsible for repair of accidental damage to materials if the damage is caused by the actions or inactions of CATA or its employees to the extent such damage is covered by CATA's insurance. Any accidental damage to materials that occurs due to a cause other than the actions or inactions of CATA or its employees would be the responsibility of the sales agency.

12. For Advertising Rights Retained by CATA, we normally cap percentage of space allocated to transit partners for advertising to 10% of the fleet and want to make sure that would work for your team?

CATA will consider all proposer recommendations.

13. For Change in Number of Buses, we normally outline that any change in fleet size beyond 5% be met with an equal change in the MAG and want to make sure that would work for your team?

CATA will consider all proposer recommendations.



- 14. In reviewing the Advertising Policy, we want to confirm if online gambling, now fully legal in the State of Michigan and not covered in the Excluded Advertising section, would be allowed to run on CATA buses?**

As the CATA Advertising Policy is currently written, yes, such advertising would be permitted. However, CATA's Advertising Policy is subject to change as the Board deems necessary and no kinds of advertising are guaranteed to remain permissible.

- 15. Section 3 of the Form Contract provides for one (1) year pilot term with an option to renew the contract for two (2) additional periods of two (2) years to be exercised at CATA's discretion. Will CATA consider a longer base term? For instance, would CATA consider revising the term to be for an initial period of 5 years with an additional 5-year option to renew, subject to mutual agreement of the parties? Requesting a minimum annual guarantee from proposers for a single year base term is likely to result in less favorable bids from proposers. It would also preclude proposers from making any significant investments in advertising devices on CATA properties. Typical transit advertising program terms have a base term of 3 to 5 years, with additional option years available past the base term.**

Please refer to the contract terms of the RFP.

- 16. Please confirm that the successful proposer will have the exclusive rights to market, sell and display advertising on the CATA properties offered under this RFP.**

Yes.

- 17. Is advertising permitted on all routes (fixed, shuttle, special) operated by CATA, or are certain routes restricted from displaying ads?**

Yes. Advertising is anticipated to be available on all routes.

- 18. Does CATA intend to procure additional vehicles beyond the 216 identified in the RFP or have any planned reductions in fleet size during the proposed contract term? If new vehicles are planned to be added, will advertising be permitted on those vehicles?**

Currently, there is no intent to procure additional vehicles beyond the 216, nor any planned fleet reductions during the proposed contract term.

- 19. Will CATA consider revising Section I-O of the RFP and Section A1 of Appendix A such that any changes to the nature of the work to be performed must be agreed to by both the Contractor and CATA?**

Section I-O of the RFP would require mutual agreement between the Contractor and CATA.

- 20. Section I-P 3 of the RFP refers to a pricing form. Given that the proposer is paying CATA (not selling something to CATA), we assume the intent here is for a revenue offer form? Is there an offer form incorporated as part of this RFP? We did not see one.**

Please see "Attachment E" for Financial Offer Form.



21. Section I-P of the RFP states that “The cost basis for the proposal will be used to evaluate the price proposal. Price will be evaluated in comparison to the above technical factors in the group.” Given that the proposer is paying CATA (not selling something to CATA), will this be re-written to provide that *“The revenue proposal will be used along with the above technical factors to determine the most advantageous proposal”*?

This question has caused CATA to reconsider the selection criteria and an amendment will be issued.

Please refer to the attached Amendment to the “REVISED” Selection Criteria.

What weight will be ascribed to the revenue proposal versus technical factors versus proposer knowledge/experience for purposes of evaluating proposals?

Please refer to the contract terms of the RFP.

22. Sections I-R (Independent Price Determination) and I-S of the RFP (Pricing and Payment) seem to be inapplicable due to the nature of this contract (payment is being made to CATA by the contract – nothing is being sold to CATA). Will these sections be removed?

Removed.

23. Section II-B of the RFP states that, among other things, CATA is looking for an exclusive contractor to manage commercial electronic advertising. Does CATA currently have any electronic advertising devices on any of its assets?

We have a small number of Connect Point and Transit screens in select bus shelters.

24. Under Section II-C of the RFP, CATA states that “Contractor will pay CATA a percentage of its gross operating revenue and/or a profit-sharing percentage.” Section C-II 23 of the RFP provides that “Contractor shall pay CATA a percentage of gross/net advertising revenue generated, computed against a minimum annual guarantee, whichever is greater, for each year of the contract.” And under Section I-K of the RFP, CATA states that “Each proposer shall clearly state a payment proposal/revenue share for CATA. This shall include:

- Minimum guaranteed payment for compensation to CATA for each year of the initial proposed contract period of five (5) years.
- Percentage rate on sales revenue to be paid to CATA. Specifying the basis on which the percentage rate will be applied (gross or net revenue and, if net, what expenses are deducted to determine net revenue).

Is the intent of CTA that the greater of a minimum guaranteed fee versus percentage fee be offered? Or is CATA looking for just a straight percentage fee?

The RFP provides that “Contractor shall pay CATA a percentage of gross/net advertising revenue generated, computed against a minimum annual guarantee, whichever is greater, for each year of the contract.”



- 25. Will CATA remove Section II-C 5 of the RFP? Enabling proposers the flexibility to determine and to change rate card rates (and to sell for amounts that vary from rate card rates) will enable proposers to maximize revenue. This is consistent with standard industry practice.**

Please refer to the RFP as written.

- 26. Will CATA remove or modify Section II-C 6 of the RFP and Section 3.01 of Attachment D re prior review of advertisements? This could be extremely cumbersome, given the volume of advertisements to be placed and a 30-day review period is unduly lengthy. Will CATA agree to an advertisement review process whereby if an advertisement is not approved or rejected within 24 hours of submission, it will be deemed automatically approved?**

Please refer to Section 3.01 of CATA Board Policy No. 205.

- 27. Please confirm that the intent of Section II-C 10 of the RFP is to permit CATA to post self-promotional content on a space available basis only, so as not to cannibalize revenue generating space. Will CATA agree to remove its right to display media trade? This too could cannibalize revenue – reducing paid advertising and/or or causing issues with respect to conflicting/competitive advertisements sold by contractor.**

Intent is to ensure that available space is utilized vs. wasted. Our intent is to work with the selected vendor to ensure that there is no cannibalization of sales.

- 28. With respect to Section II-C 14 of the RFP, would CATA agree that the successful proposer would not be responsible for any damage to the CATA's vehicles that arises out of or in connection with the installation or removal of advertisements over old, loose, or chipping paint and/or with fading or discoloration (note: the area under the advertising copy usually maintains its shine while the rest of the vehicle's paint surface tends to fade)? Please confirm that the successful proposer would not be held responsible for reimbursing CATA for these or other similar types of ordinary wear and tear and/or for any damage arising out of the removal of ads placed on CATA vehicles by CATA's current/prior contractor and/or its agents.**

Please refer to the RFP.

- 29. With respect to Sections II-C 15 and 16 of the RFP, will CATA agree that any guaranteed fees will be prorated to reflect any reductions in fleet size (even if such reductions are temporary) or changes to the fleet that reduce or change advertising space? Will CATA provide at least thirty (30) days' advanced notice to the selected contractor ahead of removing any vehicles from the fleet?**

In all instances, CATA will provide advance notice to the extent possible and/or feasible, under the circumstances.



30. With respect to Section II-C 18 of the RFP, we understand that it is CATA’s desire to restrict full wraps to 50% of the fleet. Would CATA consider increasing this percentage, or alternatively consider permitting full wraps on a case-by-case basis if the expressly permitted 50% threshold is reached during the course of the program? Full wraps are the highest value bus media product and in the interest of maximizing revenue to the Authority as well as taking advantage of seasonal peaks, we would request the ability to wrap more than 50% if they can be sold.

The 50 percent is a target, but CATA will work with the contractor if this needs to be changed.

31. The RFP specifies 3M material for bus wraps. Given recent supply chain issues that are affecting the availability of 3M products nationwide, would CATA consider similar products that are demonstrably equivalent to the 3M products?

Yes.

32. Please confirm where CATA anticipates having digital advertising installed and what inventory (if any) it would replace.

Currently, CATA has four ConnectPoint screens installed in bus shelters and one Transit screen in the East Lansing Target shelter. Nothing else is planned at this point.

33. Attachment D details CATA’s advertising guidelines.

a. Will CATA agree to indemnify the successful proposer for any first amendment claims arising out of CATA’s rejection of advertising copy?

CATA would agree to indemnify a successful proposer for any damages awarded as a result of a First Amendment lawsuit only if it is determined that CATA’s own actions rejecting an advertising proposal under Section 3.01 of the policy were improper. CATA would not provide such indemnification for any unfounded claims or challenges or any challenges to CATA’s policy.

b. Please provide a list of all space available for advertising under Section 1.04 of Attachment D.

CATA limits advertising opportunities to the interior and exterior of the vehicles listed in the RFP, in addition to digital displays identified above. Facilities advertising opportunities are also available at the downtown CTC and the Capital Area Multimodal Gateway. However, because we have not done any advertising in these spaces, it is not possible for us to specify what feasibly constitutes advertising space. We look forward to working with the selected vendor to determine space feasibility and advertising revenue estimates. At this time, only internal and external advertising o be included in a financial proposal.

c. Please confirm whether public service announcements would be considered Permitted advertising under Section 2.02

Public service announcements are prohibited by 2.01 r) 2).



34. Section VI C3 of the RFP states that with respect to the fleet size of buses, "... Any reference in this document to any particular number or count of buses shall not be construed to carry any guarantee, expressed or implied, that any certain count of vehicles or fleet size shall be available to the Contractor for advertising displays at any given time."
- a. If CATA is not willing to guarantee a particular fleet size, would it be willing to remove the guaranteed fee requirement and permit the successful proposer to pay solely a percentage fee to CATA? Alternatively, will CATA agree to stipulate a fleet size and in the event that there is any reduction in fleet size, agree to a corresponding pro-rata reduction in the guaranteed fee?

We were unable to locate the referenced section.

35. With respect to the reporting required under Section VII of the RFP, please clarify what CATA means by a "timeline plan for unsold space."

We were unable to locate the referenced section.

36. Under Section II-C-23(1) of the RFP, would CATA agree to limit all audit rights solely to permit the reviewing of reports and contracts documenting revenue received by the successful proposer for the display of advertising on CATA properties and the successful proposer's compliance with its payment obligations under the contract?
- a. Would CATA agree that it shall perform all audits, and that all audits shall be conducted on-site at the successful proposer's local offices?

We were unable to locate the referenced section. Please see Section III-F of the RFP.

- b. Would CATA agree to limit auditing rights to the successful proposer's normal working hours on not more than one occasion per calendar year on not less than 10 business days' prior written notice?

No.

- c. Would CATA agree to recognize and treat all records and contracts of the successful proposer as the successful proposer's confidential information?

To the extent permitted by law, yes.

37. Under Section 18 of Appendix A, would CATA remove the professional liability requirement under the GL and create a separate requirement (sample language below).
"Professional Liability in the amount of \$1,000,000 per claim / aggregate covering contracting services."

The provision would remain as written.



38. Given that this is not a federal contract and it is a revenue generating contract (goods and services are not being sold), will CATA reconsider the inclusion of Section III-F in the RFP and Sections A31 and B4, B8, B17-B25, in Appendix A?

Section III-F and all of Appendix A would remain part of the contract.

39. Given that this is a service contract and not a work-made-for-hire agreement, would CATA remove Section III-D from the RFP and Section 25 from Appendix A? The terms are inapplicable to and would be problematic in a contract for the marketing, sale and display of third-party advertising.

Section III-D and A 25 of Appendix A may be able to be revised and CATA would request if the same is an issue that the submitter provide language the submitter would agree to as part of their response to the RFP for CATA's consideration along with a specific explanation of why the change is required.

40. Would CATA remove Section III-E from the RFP? The terms would be problematic in a contract for the marketing, sale and display of third-party advertising.

The provision would remain as written.

41. With respect to Sections A2 and A7 of Appendix A, would CATA agree to modify its right of termination for cause to include a notice and cure period, specifying that (i) the successful proposer be provided with notice of a breach and at least 30 days to cure; and (ii) in the event that a cure cannot be effectuated within 30 days, that the successful proposer be provided with such additional time as may be reasonably necessary under the circumstances, provided that the successful proposer commenced the cure within the initial 30-day period and diligently pursues such cure to completion?

The provision would remain as written.

42. With respect to Section A 3 of Appendix A, would CATA agree to remove its right of termination for convenience? Alternatively, if CATA exercises this right, will CATA agree to reimburse the successful proposer for all costs expended by the successful proposer in connection with the performance of its obligations under the contract plus interest?

The provision would remain as written.

43. Will CATA agree to remove Section A, subsections 5, 6, 9, 12-17, 20, 21, and 23 of Appendix A? These terms seem inapplicable to the contract.

The provision would remain as written.

44. With respect to Section A10 of Appendix A, would CATA confirm that the installations referred to are for advertising devices and not advertisements?

The provision would remain as written.



45. With respect to Section A10 of Appendix A, would CATA agree to permit assignments to an entity controlling, controlled by or under common control with the contractor or to an entity that acquires substantially all of contractor’s transit assets/contracts within the market?

The provision would remain as written.

46. Please confirm that under Appendix A, Section B-2 (DBE Requirements), that there is no DBE utilization goal in connection with this RFP:

- a. Please confirm that any DBE utilization by the successful proposer will be viewed as a percentage of controllable expenses.

The provisions would remain as written. Retainage payments would refer to the withholding of a portion of the funds that are due under a contract until the project is finished.

- b. Please clarify what you mean by retainage payments.

The provisions would remain as written. Retainage payments would refer to the withholding of a portion of the funds that are due under a contract until the project is finished.

- c. Please confirm that the following clause shall not apply: “The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of CATA.”

The provisions would remain as written. Retainage payments would refer to the withholding of a portion of the funds that are due under a contract until the project is finished.

47. Please confirm that under Appendix A, Section B-3, use of agents, representatives and contractors (such as attorneys, accountants, lobbyists, etc.) to review and advise on the RFP and contract or to assist in the event of a contract award would not be considered a violation of this clause.

The language in Section B3 of Appendix A is clear, speaks for itself, and would be interpreted as written.

48. Is there a form contract that the contractor will be expected to execute? If so, please provide a copy of that contract for review.

No, the contract document has not been drafted at this time.

49. Will CATA consider an extension of the due date for responses? The requested turnaround time is extremely short for a typical transit advertising RFP, and proposers would benefit from additional time to perform due diligence in advance of preparing and submitting their responses.

No, CATA will not allow an extension.

ATTACHMENT E

FINANCIAL OFFER FORM

Explain Proposed Pricing/Revenue Structure with CATA for the Contract Term: [Please use additional sheets as needed]

Contractor's Average Revenue Per Advertisement/Advertiser in 2020/2021: \$_____

- (1) Anticipated Gross Revenue to be Generated during Contract Term:
 - Year 1: \$ _____
 - Year 2: \$ _____
 - Year 3: \$ _____
 - Year 4: \$ _____
 - Year 5: \$ _____

Assumptions or Requirements of/from CATA to reach this Figure: [Please use additional sheets as needed]

- (2) Anticipated Expenses to be Incurred during Contract Term:
 - Year 1: \$ _____
 - Year 2: \$ _____
 - Year 3: \$ _____
 - Year 4: \$ _____
 - Year 5: \$ _____

What Expenses Will be Deducted from Gross Revenue: [Please use additional sheets as needed]

Assumptions or Requirements of/from CATA to reach this Figure: [Please use additional sheets as needed]

- (3) Bid Percentage of [circle one] Gross/Net Advertising Revenue to CATA for Contract Term:
 - Year 1: _____%
 - Year 2: _____%
 - Year 3: _____%
 - Year 4: _____%
 - Year 5: _____%

Assumptions or Requirements of/from CATA to reach this Figure: [Please use additional sheets as needed]

(4) Bid Minimum Annual Guarantee to CATA for Contract Term:

Year 1: \$ _____

Year 2: \$ _____

Year 3: \$ _____

Year 4: \$ _____

Year 5: \$ _____

Assumptions or Requirements of/from CATA to reach this Figure: [Please use additional sheets as needed]

If you have an alternate revenue/pricing option or proposal for CATA's consideration, please explain: [Please use additional sheets as needed]

Bidder: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.