



METROPOLITAN TRANSPORTATION COMMISSION  
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

May 9, 2012

**Solicitation of Proposals  
For 511 Freeway Aid Radio Advertising Services**

Dear Marketing Firm:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) is soliciting proposals from firms to provide marketing services to implement radio advertisements for the 511 Freeway Aid program.

The scope of work is detailed in *Appendix A* of this Solicitation of Proposals (SOP). Any addenda to this SOP that may be issued by MTC SAFE will be posted at <http://procurements.mtc.ca.gov/>. It is the proposer's responsibility to check for addenda to this SOP and comply with new or revised requirements that may be stated therein.

If you are interested in providing a proposal based on the attached *Appendix A, Scope of Work*, please submit a proposal on the attached *Appendix B, Proposal Form*, along with a signed *Appendix C, Levine Act Statement* and **mail, e-mail, fax, or deliver** to the attention of the MTC SAFE Project Manager, Rachel Zack, at the address below no later than **4:00 p.m., Friday, May 23, 2012. Proposals received after this time and date will not be considered.**

Proposals will be evaluated by MTC SAFE based on the proposer's reach, experience, references, price, and value added, as described in *Appendix B*. The evaluation criteria will be weighted as indicated in *Appendix B*. The selected Firm will be issued a Purchase Order (PO), the terms of which are included in *Appendix D*. MTC SAFE's selection dispute procedure is attached at *Appendix E*.

If you have any further questions, please contact the MTC SAFE Project Manager, Rachel Zack at (510) 817-5753. Proposal forms should be delivered, mailed or e-mailed to MTC SAFE, 101 Eighth Street, Oakland, CA 94607-4700, <[rzack@mtc.ca.gov](mailto:rzack@mtc.ca.gov)> or faxed to (510) 817-5848.

Sincerely,

Steve Heminger  
Executive Director

**Attachments**

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ADRIENNE J. TISSIER, CHAIR  
San Mateo County

AMY REIN WORTH, VICE CHAIR  
Cities of Contra Costa County

TOM AZUMBRADO  
U.S. Department of Housing  
and Urban Development

TOM BATES  
Cities of Alameda County

DAVID CAMPOS  
City and County of San Francisco

DAVE CORTESE  
Santa Clara County

BILL DODD  
Napa County and Cities

DORENE M. GIACOPINI  
U.S. Department of Transportation

FEDERAL D. GLOVER  
Contra Costa County

MARK GREEN  
Association of Bay Area Governments

SCOTT HAGGERTY  
Alameda County

ANNE W. HALSTED  
San Francisco Bay Conservation  
and Development Commission

STEVE KINSEY  
Marin County and Cities

SAM LICCARDO  
Cities of Santa Clara County

JAKE MACKENZIE  
Sonoma County and Cities

KEVIN MULLIN  
Cities of San Mateo County

BLJAN SARTIPI  
State Business, Transportation  
and Housing Agency

JAMES P. SPERING  
Solano County and Cities

SCOTT WIENER  
San Francisco Mayor's Appointee

STEVE HEMINGER  
Executive Director

ANDREW B. PREMIER  
Deputy Executive Director

## **APPENDIX A**

### **SCOPE OF WORK**

#### **Program Background**

For decades, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE) has provided a lifeline to Bay Area motorists by installing and maintaining a nine-county call box system. While the boxes have become a visual reminder of safety on the freeways, their use has continued to decline since the advent and popularity of the cell phone. MTC SAFE acknowledged this change and responded with a cell phone call box service. By dialing 511 and speaking the words “Freeway Aid”, motorists are immediately connected to the call answering center that handles the call box calls without leaving the safety of their vehicle.

MTC SAFE wants all motorists on the road to know of this service. A radio advertising campaign is an important component to ensuring motorist awareness of this program.

#### **Radio Advertising Campaign**

The selected firm will write copy for ten, fifteen, and thirty second radio ads, as well as make the media buys and necessary spot production. The radio advertising campaign should reach at least 50% of the Bay Area listening audience for a three-week period between the hours of 6am and 10am and the hours of 4pm and 7pm. Proposals should include the best recommended weekly radio schedule to be the most effective. Please refer to *Appendix A-1* for a sample of our previous radio advertisements. Firms may propose additional services as appropriate.

#### **Schedule, Budget and Method of Payment:**

It is expected that the selected Firm will be issued a purchase order to begin work within 10 days from Solicitation of Proposal closing date, to have the final ad copy by Friday, June 1, 2012. The advertisements should run from June 10, 2012 through June 30, 2012. All work will be completed by June 30, 2012. The total budget for this project is not to exceed \$100,000.

## **APPENDIX A-1**

### **PREVIOUS 511 FREEWAY AID RADIO SCRIPTS**

:05 – sponsorship spot

Call 5-1-1. Say “Freeway Aid”. And get freeway help when you need it the most.

:10 – general

Flat tire? Engine trouble? 511 Freeway Aid is here to help, when you need it the most. Call 5-1-1 and say “Freeway Aid” to get help off the freeway.

:10 – tow

Broken down car? 511 Freeway Aid is here to help, when you need it the most. Call 5-1-1 and say “Freeway Aid” to get a tow off the freeway.

:10 – battery

Dead battery? 511 Freeway Aid is here to help, when you need it the most. Call 5-1-1 and say “Freeway Aid” and get a jump, to help you on your way.

:10 – tire

Flat tire? 511 Freeway Aid is here to help, when you need it the most. Call 5-1-1 and say “Freeway Aid” and get help putting on a spare, and continue on your way.

:15

Dead battery? Flat tire? Anything can happen when you’re on the freeway. 511 Freeway Aid is here to help, when you need it the most. Call 5-1-1 and say “Freeway Aid” to get help off the freeway.

**APPENDIX B  
 PROPOSAL FORM**

<b>Project Name</b>	511 Freeway Aid Radio Advertising Services
<b>Name of Proposer:</b>	

At a minimum, the proposal must include the following information:

**I. Media Buying Reach (20%):** Submit defensible information regarding the reach of the media buying strategy. Also, please include a filled out work plan form, as provided below:

Radio Station	# of ads by ad length in AMD (AM Drive Time)		# of ads by ad length in PMD (PM Drive Time)		Cost	Expected number of listeners reached on 6/10/12 - 6/30/12*
		10 sec		10 sec	\$	
		15 sec		15 sec	\$	
		30 sec		30 sec	\$	
		10 sec		10 sec	\$	
		15 sec		15 sec	\$	
		30 sec		30 sec	\$	
		10 sec		10 sec	\$	
		15 sec		15 sec	\$	
		30 sec		30 sec	\$	
		10 sec		10 sec	\$	
		15 sec		15 sec	\$	
		30 sec		30 sec	\$	
		10 sec		10 sec	\$	
		15 sec		15 sec	\$	
		30 sec		30 sec	\$	
<b>% of Bay Area listeners reached:</b>						
<b>Total ad cost:</b>	\$					

\*This includes both 6/10/12 and 6/30/12.





<b>VI Contractor's Signature</b>	
Name of Proposing Firm	
Address	
City, State, Zip Code	
Phone Number/Fax No.	
Email Address	
Name & Title of Authorizing Official	
Authorized Signature	

**Submission of signed Proposal Form is a firm commitment to perform the work specified in *Appendix A* in accordance with this SOP. By signing above, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed in *Appendix D*, General Conditions for Purchase Orders within five (5) days of MTC SAFE's notice to firm that it is the successful proposer.**

**APPENDIX C**

**CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC SAFE’s commissioners include:

- |                     |                     |                  |
|---------------------|---------------------|------------------|
| Adrienne J. Tissier | Dorene M. Giacomini | Jake Mackenzie   |
| Amy Rein Worth      | Federal D. Glover   | Kevin Mullin     |
| Tom Azumbrado       | Mark Green          | Bijan Sartipi    |
| Tom Bates           | Scott Haggerty      | James P. Spering |
| David Campos        | Anne W. Halsted     | Scott Weiner     |
| Dave Cortese        | Steve Kinsey        |                  |
| Bill Dodd           | Sam Liccardo        |                  |

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES       NO  
If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

YES       NO  
If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

## APPENDIX D

### General Conditions for Purchase Orders

1. **DEFINITIONS**
  - a. **MTC.** Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
  - b. **Supplier.** The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by MTC.
  - c. **Contract.** The legal agreement between MTC and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by MTC; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.
2. **ACCEPTANCE OF OFFER**

This purchase order constitutes MTC's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by MTC and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of MTC.
3. **PERFORMANCE OF WORK**

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of MTC, in accordance with the Contract.
4. **CONTRACT PRICE**

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.
5. **VARIATION IN QUANTITY, QUALITY OR PERFORMANCE**

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by MTC, as provided in 8a, unless approved by MTC in writing.
6. **PACKAGING AND CRATING**

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.
7. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.
8. **TERMINATION**
  - a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, MTC shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, MTC may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse MTC for the excess cost to MTC, if any.
  - b. Without affecting its right to cancel this order under paragraph (a) above, MTC may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, MTC shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with MTC's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless MTC and its commissioners, directors, officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury and liability (including any and all costs and expenses incurred in connection therewith) incurred by reason of any negligent or otherwise wrongful act or omission of Supplier in connection with Supplier's performance of the Contract, including delivery of materials or equipment to MTC at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of MTC.

12. PAYMENT

Supplier shall submit an invoice to MTC within thirty days after completion of work, unless otherwise specified in purchase order. MTC will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to MTC as follows: Accounting Section, MTC, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700

13. INSURANCE

Consultant agrees to obtain and maintain at its own expense the following types of insurance for the duration of the Agreement: (1) Workers' Compensation Insurance, as required by law, and Employers' Liability Insurance in an amount no less than \$1,000,000; (2) Commercial General Liability Insurance, with a combined single limit of not less than \$1,000,000 bodily injury and property damage, a combined single limit of not less than \$1,000,000 for personal injury and advertising injury for any one occurrence, and \$2,000,000 general aggregate; and (3) Owned, Non-Owned and Hired Automobile Liability Insurance in an amount no less than \$1,000,000. The policy(ies) covering Commercial General Liability will contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds. Also, the endorsement must specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss. The issuing company must also provide a 30-day written notice to MTC prior to cancellation of the required coverages. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.

## **APPENDIX E**

### **SELECTION DISPUTE PROCEDURES**

A proposer may object to a provision of the SOP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC SAFE procedures, the provisions of the SOP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the MTC SAFE Project Manager a written explanation of the basis for the protest:

1. No later than three (3) working days prior to the date proposals are due, for objections to SOP provisions; or
2. No later than three (3) working days after the date on which the proposer is notified that contract award has been authorized to another proposer, for objections to vendor selection.

The MTC SAFE Operations Director responsible for the procurement will respond to the protest in writing, based on the recommendation of a staff review officer. Should the protesting proposer wish to appeal the decision of the MTC SAFE Operations Director it may file a written appeal with the MTC SAFE Executive Director, no later than three (3) working days after receipt of the written response from the MTC SAFE Operations Director. The MTC SAFE Executive Director's decision will be the final agency decision.

Authorization to award a contract to a particular Contractor shall be deemed conditional until the expiration of the protest period or, if a protest is filed, three (3) working days after the protesting proposer's receipt of the written response to the protest by the MTC SAFE Operations Director. If the protesting proposer appeals the MTC SAFE Operation Director's decision to the MTC SAFE Executive Director on a timely basis, authorization to award shall be deemed conditional until the MTC SAFE Executive Director decides the appeal.