



**CAPITOL CORRIDOR  
JOINT POWERS AUTHORITY**  
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14<sup>TH</sup> FLOOR EAST  
OAKLAND, CA 94612  
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## **CAPITOL CORRIDOR**

### **Partnership Development & Management – FISCAL YEAR 2018 - 19**

Request for Proposal, June 13, 2018

## **ABOUT THE CAPITOL CORRIDOR JOINT POWERS AUTHORITY (CCJPA)**

The Capitol Corridor is an intercity passenger train system that provides a convenient and comfortable alternative to traveling along the congested I-80, I-680, and I-880 freeways by operating a fast, reliable, and comfortable rail service to 18 stations in eight Northern California counties: Placer, Sacramento, Yolo, Solano, Contra Costa, Alameda, San Francisco, and Santa Clara.

Capitol Corridor's ridership in fiscal year 2017 (October 1, 2016 – September 30, 2017) was 1.62 million. Approximately two-thirds of riders use the Capitol Corridor to travel to and from work in Northern California's key economic hubs of Silicon Valley, San Francisco, Oakland, and Sacramento, while another third use the service for leisure trips, including service to the region's major sports and entertainment venues – Levi's Stadium, the Oakland-Alameda County Coliseum, and the Golden One Center.

The six local transit agencies in the eight-county service area provide the administration and management of the Capitol Corridor through the Capitol Corridor Joint Powers Authority (CCJPA). The San Francisco Bay Area Rapid Transit District (BART) is the CCJPA's administrative managing agency and provides day-to-day management support to the CCJPA.

### **Scope of Work**

CCJPA is searching for a vendor to explore, initiate, and execute strategic marketing and promotional partnerships to increase brand awareness of the Capitol Corridor name and deliver measurable increases in ridership along the Capitol Corridor route. The selected vendor will lead partner and asset development, review and provide recommendations on sponsorship opportunities. The services shall be performed in all areas where the Capitol Corridor intercity passenger rail service and connecting bus service is available. CCJPA seeks a vendor that has demonstrated partnership development expertise in the travel or transportation industries, destination or property industries, or other transferable experience.

This 11-month agreement shall begin on August 1, 2018 and expire on June 30, 2019, with two, 1-year extension options that can be activated by the CCJPA.

Below is a detailed description of work to be performed:

### **Promotional Partnership Development**

Assist CCJPA in developing mutually-beneficial marketing partnerships designed to drive service trial; increase awareness of CCJPA offerings and generate new and incremental revenue. Tasks will include (but are not necessarily limited to):

#### **Review existing partnerships and take the lead in crafting renewal agreements with partners as appropriate.**

- Evaluate new opportunities based on CCJPA staff recommendations, particularly those related to key sports and entertainment events and venues along the Capitol Corridor route (e.g. upcoming concerts, world-class sporting events, Oakland A's renegotiation, College Football Championships)
- Attend information gathering meetings with potential partners
- Negotiate and close partnership details (e.g. assets to be part of partnership activation)
- Draft and finalize formal agreements; obtain signatures from partner representatives
- Make initial introduction between partner representatives and CCJPA staff

### **Additional Asset Development**

Work with and support CCJPA efforts to promote existing and potential new assets that can be used as partnership trade elements. Tasks include, but are not limited to:

- Train car, station, and digital assets and enhancements
- Updating of asset overview document (pricing and overall presentation)
- Ongoing review of industry trends and opportunities that could provide CCJPA with additional asset inventory

**Administrative Requirements:**

- Participate in bi-weekly conference calls or in-person meetings with CCJPA staff
- Update current Asset Overview document with revised pricing and assets as appropriate
- Develop
- Produce an end-of-year partnership report detailing partnership accomplishments, ridership, revenue and ROI as available (ridership and revenue data will be provided by the Capitol Corridor.)

**PROPOSALS**

Proposals should consist of a 3 to 6-page overview of agency, team, and items below. Proposals should include the following:

- Proposed partnership development plan
- Cost breakdown of associated tasks and agency fees.
- Description of team and experience
- Past clients and projects
- Samples of relevant work
- References
- Maximum annual budget for this project is \$80,000.

**Criteria:**

- Partnership Plan: 35%
- Account Team: 25%
- Budget: 20%
- References: 10%
- Travel/transportation industry experience or transferable experience preferred. 10%

Please submit your proposal (email preferred) by 5:00 p.m. on Wednesday, June 27, 2018, to:

Karen Bakar  
[karenb@capitolcorridor.org](mailto:karenb@capitolcorridor.org)  
300 Lakeside Dr., 14<sup>th</sup> Floor  
Oakland, CA 94612  
(510) 874-7494

# ATTACHMENT A:

## Professional Services Agreement (PSA) Template

[INSERT DATE]

NAME  
COMPANY NAME  
STREET ADDRESS  
CITY STATE ZIP

Subject: Professional Services Agreement No. XXXXXX  
[INSERT PROJECT NAME HERE]

This letter is an Agreement between the CAPITOL CORRIDOR JOINT POWERS AUTHORITY ("CCJPA") and [INSERT CONSULTANT NAME HERE] ("CONSULTANT") for the performance of professional services in connection with [INSERT PROJECT NAME HERE] ("Agreement").

#### **SCOPE OF WORK**

All work shall be performed by CONSULTANT as described in Exhibit 1 of this Agreement (see attached) and as may be modified by written amendments mutually agreed to by the parties. As described in Exhibit 1, the Project Director will approve a work plan within the defined "Scope of Services" for the CONSULTANT prior to the CONSULTANT's commencement of work. This Agreement is not exclusive. CCJPA expressly reserves the right to contract for performance of services such as those described herein by and through other CONSULTANT(s).

#### **COMPENSATION AND METHOD OF PAYMENT**

CONSULTANT will be paid no more than [INSERT TOTAL AMOUNT HERE], as full compensation for the satisfactory completion of all services set forth in Exhibit 1 below. This sum includes payment for taxes, insurance, and fringe benefits, as well as indirect costs, administrative costs, overhead and profit allowance, materials and supplies. Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid to CONSULTANT under this Agreement exceed the sum of [INSERT TOTAL AMOUNT HERE].

In no event shall CONSULTANT invoice for costs which CCJPA has disallowed or otherwise indicated that it will not recognize.

#### **CHANGES AND EXTRA SERVICES**

During the term of this Agreement CCJPA may, at its sole discretion, incorporate additional services into this Agreement on the same terms as set forth in the SCOPE OF WORK above for this Agreement. Authorization for additional services will be incorporated into this Agreement by written change order(s) executed by CCJPA and CONSULTANT, which shall specify the changes ordered and the adjustment of compensation and completion time required therefor.

Any services added to the scope of this Agreement by a change order shall be executed under all applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed change order.

#### **INVOICES**

CONSULTANT shall complete and submit an Internal Revenue Service form W-9, Request for Taxpayer Identification Number, and Certification, to CCJPA at the address shown below, indicating this Agreement name and number. CONSULTANT agrees to file such tax forms as may be reasonably requested by CCJPA to implement Internal Revenue Code Section 3406 and to accept as part of any compensation due, any payment made by CCJPA to the Internal Revenue Service pursuant to that Section. Total compensation for all services (and reimbursement for expenses) shall not exceed [INSERT TOTAL AMOUNT HERE]. CONSULTANT services shall be billed monthly in the manner provided for in Exhibit 1, and payment will be made within thirty (30) days of receipt of an acceptable invoice, approved by the Project Director or a designated representative, provided a completed form W-9 is on file with the CCJPA.

The completed form W-9 and all invoices, indicating this Agreement name and number, shall be delivered or mailed to CCJPA as follows:

Capitol Corridor Joint Powers Authority  
300 Lakeside Drive, 14th Floor East  
Oakland CA 94612

### **TIME OF PERFORMANCE**

Performance will begin as of [INSERT DATE HERE] and be completed by [INSERT DATE HERE], unless this Agreement is terminated earlier by either CONSULTANT or CCJPA as provided below.

### **PROGRESS REPORTS**

CONSULTANT shall submit to the Project Director a periodic progress report concerning the Scope of Services performed. The Project Director shall define the frequency and form of the progress reports to be submitted.

### **RECORDS**

CONSULTANT shall maintain full and adequate records to show the actual time devoted and the cost incurred by CONSULTANT with respect to the performance of services under this Agreement.

### **FINANCIAL ADMINISTRATION**

CONSULTANT shall establish and maintain records pertaining to fiscal activities arising from this Agreement. CONSULTANT's accounting system shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs arising from this Agreement, including properly executed payrolls, time records, invoices and voucher

### **TERMINATION**

Either CONSULTANT or CCJPA may terminate this Agreement without cause upon 15 days prior written notice. Consultant may invoice the CCJPA for the pro rata portion of the fee for services actually performed subsequent to the issuance of the written notice when such services provide a satisfactory return to the District. Any amendment to this Agreement must be in writing and signed by both CONSULTANT and CCJPA. Upon CCJPA's termination of this Agreement for default by CONSULTANT or any portion thereof, CCJPA reserves the right to complete the work by whatever means it deems expedient and the expense of completing such work as well as any and all damages proximately caused by the default shall be charged to CONSULTANT. If CONSULTANT should be in default and fails to remedy this default within five days from receipt from CCJPA of notice of such default, CCJPA may in its discretion terminate this Agreement or such portion thereof as CCJPA determines is most directly affected by the default.

### **FORCE MAJEURE**

The performance of work under this Agreement may be terminated by CCJPA, in its discretion, upon application therefor by CONSULTANT for unforeseen causes beyond the control and without the fault or negligence of CONSULTANT, including acts of God, acts of the public enemy, governmental acts, fires and epidemics if such causes irrecoverably disrupt or render impossible CONSULTANT's performance hereunder. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of CONSULTANT to foresee or make preparation in defense against.

### **MATTERS CONFIDENTIAL AND PRIVILEGED**

CONSULTANT agrees to treat as confidential and return to CCJPA all data, specifications, reports, drawings, and other materials made available by CCJPA for CONSULTANT's use in performing its services under this Agreement. At no time shall CONSULTANT use or disclose or make available, other than in the performance of CONSULTANT's services for CCJPA, confidential information gained in the course of or by reason of CONSULTANT's retention by CCJPA and/or performance of services for CCJPA, nor shall CONSULTANT permit such use or disclosure, without prior written approval by CCJPA. It is the intention of CCJPA to preserve and make use of all applicable legal privileges, and CONSULTANT shall make all reasonable efforts to cooperate with CCJPA in this regard.

### **OWNERSHIP OF WORK PRODUCTS**

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software (including source code), and any other documents, materials, data and products ("Work Products") prepared or assembled by CONSULTANT or obtained from others ("Subconsultants") by CONSULTANT in connection with the services under this Agreement shall be the property of CCJPA; and copies shall be delivered to CCJPA promptly upon the completion of the work or upon an earlier termination of the Agreement. CONSULTANT shall be responsible for the preservation of any and all Work Products prior to transmittal to CCJPA; and CONSULTANT shall replace any such Work Products as are lost, destroyed or damaged while in CONSULTANT's possession without additional cost to CCJPA.

### **DATA TO BE FURNISHED BY CCJPA**

All data, reports, surveys, studies, drawings, and any other documents and materials made available to CONSULTANT by CCJPA for use by CONSULTANT in the performance of its services under this Agreement shall be made available for information only and shall be returned to CCJPA at the completion or termination of this Agreement.

### **ASSIGNMENT OF RIGHTS**

CONSULTANT hereby assigns to CCJPA all right, title and interest including, but not limited to, copyright, patent, trademark and trade dress rights, in and to the Work Products. CONSULTANT acknowledges CCJPA's exclusive rights to reproduce, publish, display, create derivative works from, sell, transfer or otherwise exploit ("Use"), and permit others to Use all or any part of the Work Products, and to obtain and hold in its own name patents, copyright and/or trademark registrations for the Work Products. CONSULTANT shall provide all documentation, information and assistance reasonably required by CCJPA to obtain such registrations or patents, or with respect to claims that third parties have infringed the Work Products.

### **WARRANTY OF WORK PRODUCT**

CONSULTANT warrants and represents that the Work Products are original to CONSULTANT or CONSULTANT's Subconsultants and shall not infringe the copyright, trademark, trade secret, privacy, publicity, patent or other intellectual property or proprietary rights of any third party; CONSULTANT shall not attempt to license or transfer to any person or entity any interest in the Work Products; and CONSULTANT shall obtain from all Subconsultants written assignment of all right, title and interest, including copyright and other intellectual property rights, in their contributions to the Work Products.

### **INDEPENDENT CONSULTANT**

In performing services under this Agreement, CONSULTANT shall act as an independent contractor and not as an agent or employee of CCJPA. CONSULTANT shall have no authority to contract in the name of CCJPA and CONSULTANT shall be responsible for its own acts and those of its agents and employees. CONSULTANT has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT who are assisting in the performance of services under this Agreement. CONSULTANT shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters.

CONSULTANT shall comply with all CCJPA operating rules and procedures that relate to any performance of services on CCJPA property.

### **INSURANCE**

The insurance requirements under this Agreement are set forth in Attachment A, incorporated herein and by this reference made a part hereof.

### **INDEMNIFICATION**

CONSULTANT agrees to indemnify and hold harmless the CCJPA and the San Francisco Bay Area Rapid Transit District (BART) as CCJPA's managing agency, their directors, officers, agents and employees from all liability, damages and expenses resulting from CONSULTANT's acts or omissions and that of its agents, employees or Subconsultants in the performance of its services and CONSULTANT agrees to defend at its expense all legal proceedings brought against CCJPA and BART as managing agency, as a consequence of CONSULTANT's services and to pay any resulting judgments (including costs and attorney's fees). Such indemnification includes without limitation any violation of proprietary rights, copyrights, rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement.

### **FAIR EMPLOYMENT PRACTICES**

In connection with the performance of services provided for under this Agreement, CONSULTANT agrees that it shall not, on the grounds of race, religion, color, national origin, ancestry, disability, medical condition, Veteran's status, marital status, sex, sexual orientation, age, or family care leave, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or

local laws. For purposes of this Agreement, "sexual orientation" shall mean a preference for heterosexuality, homosexuality or bisexuality; or having a history of, or being identified with, any such preference.

#### **LAWS AND REGULATIONS**

CONSULTANT shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state or local government, and of any agency of such government, including CCJPA, which relate to or in any manner affect the performance of this Agreement. In addition, this Agreement and any documents supplied hereunder are subject to public inspection under the California Public Records Act, California Government Code Section 6250 et seq., unless exempted by law.

#### **CHOICE OF LAW**

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State without reference to conflicts of law principles. The Parties agree that the jurisdiction and venue of any dispute between the Parties to this AGREEMENT shall be exclusively vested in the Superior Court of California, County of Alameda or, if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in Oakland, California.

#### **CONFLICTS OF INTEREST**

CONSULTANT, its Subconsultants and suppliers shall perform all work under this Agreement in conformance with all applicable statutes and regulations pertaining to conflicts of interest, including but not limited to, the financial reporting requirements and the conflict prohibitions of federal law and California law (see, e.g., Government Code Section 1090 et seq., Government Code Section 87100 et seq. and Title 2, Division 6 of the California Code of Regulations). When, in the judgment of CCJPA, it is necessary in order to avoid any potential conflicts of interest, CONSULTANT, its Subconsultants and suppliers may be precluded from subsequently participating as a vendor or consultant on projects for which they are providing services under this Agreement.

#### **SITE SECURITY AND ACCESS**

Prior to commencement of work, CONSULTANT shall comply with CCJPA's site security requirements which include, but are not limited to, requiring photographic identification badges, submitting names and dates of birth of all personnel, including Subconsultants and suppliers of any tier, working on CCJPA property or facilities. All badges shall be returned to CCJPA at the completion of work hereunder. In the event CONSULTANT fails to comply with CCJPA's site security requirements, CONSULTANT's personnel, including Subconsultants and suppliers, may not be allowed on the jobsite. No extension of time for completion of work or additional compensation for delay claims shall be granted in the event such personnel are excluded from CCJPA property or facilities.

#### **ASSIGNMENT OF AGREEMENT**

CONSULTANT will not assign or subcontract any part of this Agreement without the prior consent of CCJPA, and any attempt to do so will be void and unenforceable. In the event that CONSULTANT enters into one or more subcontracts pursuant to this Article, it is understood and agreed that any participating subconsultants shall be solely and directly responsible to CONSULTANT, and CCJPA shall have no obligation to them.

#### **AUDIT**

CONSULTANT will permit CCJPA and its authorized representatives to inspect, examine, make excerpts from, transcribe and copy CONSULTANT's books, work, documents, papers, materials, payrolls, records, accounts, and any and all data relevant to this Agreement at any reasonable time for purposes of auditing and verifying statements, invoices or bills submitted by CONSULTANT pursuant to this Agreement. CCJPA's right to inspect and audit shall continue for a period of three years after final payment under this Agreement, and CONSULTANT shall not dispose of or destroy relevant records for that period of time, or until all pending matters are closed, whichever is later.

Pursuant to California Government Code Section 8546.7, the parties to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CCJPA or as part of any audit of CCJPA by the State Auditor, for a period of three years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering the Agreement.

#### **NOTICES**

Except for invoices submitted by CONSULTANT pursuant to COMPENSATION AND PAYMENT, and INSURANCE provisions above, all notices required hereunder or other communications to either party by the other may be given by personal delivery, U.S. Mail, courier service (such as Federal Express) or facsimile transmission. Notices shall be effective upon receipt at the following addresses:

**To CCJPA by US Mail:** Capitol Corridor Joint Powers Authority  
300 Lakeside Drive, 14th Floor East  
Oakland CA 94612

**To CONSULTANT:** **NAME**  
**COMPANY/CONSULTANT NAME**  
**STREET ADDRESS**  
**CITY STATE ZIP**

Either party may change its address for notices by giving written notice of the new address as provided above.

**SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**BENEFIT OF AGREEMENT**

This Agreement shall bind and benefit the parties hereto and their assignees, successors and permitted assigns.

**ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties, and supersedes and replaces all prior communications, written and oral, regarding the subject matter hereof. CONSULTANT represents that in entering into this Agreement, it has not relied on any previous representations, inducements, or understandings, written or oral, of any kind or nature.

If CONSULTANT agrees, please sign both originals of this Agreement and return them to us. One original of the fully executed Agreement will be returned to CONSULTANT for its files.

**Accepted and Agreed to on:** \_\_\_\_\_.  
[INSERT DATE]

**CAPITOL CORRIDOR JOINT POWERS AUTHORITY** \_\_\_\_\_

**[INSERT CONSULTANT NAME]** \_\_\_\_\_

\_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

\_\_\_\_\_  
[INSERT CONSULTANT NAME]  
[INSERT TITLE]