

San Benito County Local Transportation Authority

Request for Proposals (RFP) # 2010-001

for

Transit Advertising Service on
County Express Vehicles and Facilities

RFP DUE:

March 18, 2010

10:00 a.m. PST

San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

CONTACT:

Betty LiOwen

Transportation Planner

(831) 637-7665

betty@sanbenitocog.org

January 22, 2010

To all interested firms:

The San Benito County Local Transportation Authority is requesting proposals from qualified firms for advertising services on County Express vehicles and bus stop shelters.

The attached Request for Proposals outlines the need and lays out a scope of services.

ISSUING DEPARTMENT:

San Benito County Local Transportation Authority

Date Issued:

Friday, January 22, 2010

Pre-Proposal Conference:

Tuesday, February 16, 2010 at 10:00 a.m., PST at 3240 Southside Road, Hollister, CA. The pre-proposal conference is mandatory.

Date Issued:

Friday, January 22, 2010

Proposals Due Date:

Thursday, March 18, 2010 at 10:00 a.m., PST (No postmarks accepted)

All proposals **must** be received on or before the date and time listed above. A proposal received after the date and time listed above shall not be considered.

Interviews:

April 5, 2010

Number of Copies:

One (1) original and four (4) copies.

Exhibits:

There are five exhibits to this Request for Proposals. The exhibits govern this Request for Proposals and are incorporated as part of this Request for Proposals by this reference.

The following exhibits are incorporated:

- Exhibit 1 – Introduction
- Exhibit 2 – Scope of Work
- Exhibit 3 – Proposal Format and Content
- Exhibit 4 – Evaluation and Selection Criteria
- Exhibit 5 – Pre-Proposal Conference, Site Tour, and Contract Award
- Exhibit 6 – Terms and Conditions for Receipt of Proposals
- Exhibit 7 – Standard Contract to be Executed

Appendices:

There are eight (8) appendices to this Request for Proposals. The appendices govern this Request for Proposals and are incorporated as part of this Request for Proposals by this reference.

The following exhibits are incorporated:

- Appendix A – County Express Vehicles and Facility
- Appendix B – County Express Service Area
- Appendix C – Advertising Policy
- Appendix D – Attestation of Compliance
- Appendix E – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Appendix F – Certification Regarding Lobbying
- Appendix G – DBE/LBE/SBE Participation Report
- Appendix H – Acknowledgement of Addenda

Inquires and Questions Contact

Inquires concerning the project and proposal requirements should be directed in writing (via e-mail, letter or fax) to:

Betty LiOwen
Transportation Planner
San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
betty@sanbenitocog.org
Phone: (831) 637-7665
Fax: (831) 636-4160

No questions or inquires received after 1 p.m., PST, Wednesday, February 24, 2010. Postmarks will be accepted.

Proposal Submittal

One (1) original and four (4) copies of the consultant's proposal and a separately sealed envelope with the cost of proposed services shall be submitted by 10:00 a.m., PST, Thursday, March 18, 2010 addressed to:

Lisa Rheinheimer
Executive Director
San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

Proposals received after the deadline will not be accepted. It is the consultant's responsibility to check the LTA's website (www.SanBenitoCountyExpress.org) to get addenda on this Request for Proposals. Addenda will not be posted 6:00 p.m., PST, Friday, February 26, 2010.

Proposals shall be sealed and clearly marked with the consultant's name and the description, "RFP #2010-001 Advertising" on the outside of the envelope.

The proposal shall be signed by an official authorized to bind the firm, and shall contain a statement to the effect that the proposal is valid for 120 days. Proposals received incomplete or late, for any reason, will not be accepted.

EXHIBIT 1 – INTRODUCTION

A. GENERAL

The San Benito County Local Transportation Authority, herein referred to as “LTA”, is seeking proposals from qualified firms to provide advertising services for County Express vehicles and facilities.

The Local Transportation Authority is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County. The LTA is a Joint Powers Authority between the City of Hollister, City of San Juan Bautista and the County of San Benito. The Board of Directors consists of two elected officials from each of the City of Hollister and the County of San Benito and one elected official from the City of San Juan Bautista.

B. BACKGROUND

The County of San Benito is a 1,391 square mile bedroom community to Silicon Valley and has a vibrant agricultural economy. The county seat is the City of Hollister, where most of the public transportation is located. The County population is roughly 58,000. The City of San Juan Bautista, which has several nationally recognized Historical Sites and is a Preserve America Community, has a population of roughly 1,800.

The LTA is responsible for administration and operation of County Express, the primary public transportation for the County. County Express has eleven (11) Type II vehicles and, three (3) – 23 passenger vehicles.

There are three (3) bus stop shelters with advertising capabilities. Each of the bus stop shelters has two (2) panels that are have to hold ads in each panel. The bus stops are located in the City of Hollister at:

- 4th Street and San Benito Street
- Hazel Hawkins Hospital
- Mabie Northside Convalescent Home

Examples of County Express vehicles and facilities can be found in Appendix A.

SERVICE AREA

County Express provides Fixed Route, Dial-A-Ride, Paratransit, and Intercounty services to the residents and visitors to the County of San Benito. The table below provides service area information and the days of operation for each of the services:

<u>Service</u>	<u>Service Area</u>	<u>Days of Service</u>
Fixed Route	Hollister	Monday thru Friday
Paratranist	Hollister	Monday thru Friday
Dial-A-Ride	Hollister, San Juan Bautista, Tres Pinos	Monday thru Friday
Intercounty Gavilan	Hollister, San Juan Bautista, Gilroy (Gavilan College)	Monday thru Friday
Intercounty Caltrain	Hollister and Gilroy (Caltrain Station)	Monday thru Friday
Intercounty Greyhound	Hollister, San Juan Bautista, Gilroy (Greyhound Station)	Saturday

For more County Express service information, please visit its website at: www.SanBenitoCountyExpress.org.

A map of existing service area is provided in Appendix B.

C. BASIS FOR PROPOSALS

This RFP, including any addenda, will represent the most definitive statement the LTA will make concerning information upon which proposals are to be based. Any information, oral or written, which is not contained in this RFP and addenda thereto will not be considered by the LTA in evaluation of the proposals.

D. MODIFICATIONS OR WITHDRAWALS OF PROPOSALS

Unauthorized modification, limitations, or provisions attached to a Proposal may cause its rejection. No oral, telegraphic, telephonic, or facsimile proposals or modifications will be considered. A proposal may be withdrawn upon request by the Proposer without prejudice, provided that the request is in writing, has been executed by the Proposer's duly authorized representative, and has been filed with the LTA prior to the deadline for submittal of proposals.

E. REJECTION OF PROPOSALS

It is recognized that each Proposer may have unique methods of service delivery. It is not the intention of this RFP to disqualify a Proposer due to variations in service delivery that do not affect the quality of performance. Any proposal offering professional services equivalent to or better than that requested will receive full consideration for award.

The LTA reserves the right to reject any and all Proposals received, or to negotiate separately with any source in any manner necessary to serve the best interests of the LTA.

The LTA may elect not to award a contract and will not be responsible for any cost of the Proposer associated with preparing the information solicited or obtained.

Non-acceptance of any responsive proposal will not imply that the proposal is deficient. Non-acceptance of any proposal will mean that another accepted proposal was deemed to be more advantageous to the LTA.

All material submitted becomes the property of the LTA and may be returned only at the LTA's option.

F. AGENCY RIGHT TO MINOR IRREGULARITIES

The LTA reserves the right to waive minor irregularities in the proposal process or to modify the selection process and timeline as it deems necessary.

G. LIMITATION AND AWARD

This RFP does not commit the LTA to award a contract and reserves the right to reject all proposals. If the LTA rejects all proposals, the advertising program may be abandoned or re-advertised.

The contents of the successful proposal will be incorporated into the resulting contract. The LTA's sample advertising contract is included in Exhibit 7 of this RFP. The LTA reserves the right to rescind the contract award if the successful proposer is unable or unwilling to enter into a contract substantially identical to the sample contract within 20 days from the date it is sent to the successful proposer for execution.

As described in Exhibit 4, the LTA will evaluate the proposals, establish a rank ordering of the qualified firms for the advertising program, negotiate within the highest ranked firm, and recommend award of the contract to the LTA Board of Directors.

Proposals will be made available, upon request, for copying or inspection when a recommendation is made for the award of the resulting contract.

H. DISCLOSURE OF INTERESTS AND GRATUITIES

The proposer, including any of its officers or holders of a controlling interest, is obligated to inform the LTA whether or not it has any conflict of interest or has provided gratuities or campaign contributions to the LTA Board of Directors as set out in Exhibit 3.C.

I. DISCLOSURE OF PROPOSAL INFORMATION

Once submitted, proposals become a matter of public record. Where a proposer submits technical or business information which is claimed to be confidential, the proposer must so indicate by delineating each section of the proposal with the heading "Confidential." The LTA will give consideration to the claim of confidentiality. However, the proposer should understand that the LTA has reservations as to whether any such information may be exempt from disclosure under the *California Public Records Act (Government Code Section 6250, et. Seq.)*. The LTA will notify the proposer if it receives a public records request for release of confidential information. The proposer agrees that the LTA will not be held liable for complying with the *Public Records Act*.

J. USE OF RFP IDEAS

The LTA reserves the right to use any or all of the proposer's ideas as set forth in its proposal. Selection or rejection of the proposal does not affect this right.

K. FACILITIES AND RESOURCES

The proposer must furnish all equipment, facilities, labor, supervision, and any and all other required materials and services, except as set out in Appendix A, or as otherwise specified in the proposal. No LTA resources in terms of personnel, facilities, or equipment will be provided unless agreed upon in writing.

~ END EXHIBIT 1 ~

EXHIBIT 2 – SCOPE OF WORK

The selected advertising firm will have the right to advertise, on an exclusive basis during the term of this contract, on all of the following LTA property, and to provide related infrastructure necessary to display the advertising, such as signage and advertising boards: transit vehicles and facilities (Appendix A). These properties do not currently display advertising. Property that is subject to advertising rights under this contract may change over its term. In addition, LTA policies and existing contracts impose restrictions on advertising on LTA property, as described below.

In exchange for this exclusive right to sell advertising on LTA property, the selected advertising firm will be responsible for the following payments to the LTA:

1. The greater of (i) a Minimum Annual Guarantee (MAG) in an amount to be proposed in the contractor's response to this RFP or (ii) 60% of contractor's annual gross revenues earned in connection with the rights to advertise provided in the contract; and
2. An annual fee for administration of the contract; and

In addition, the selected advertising firm must provide all products and services included in this contract, including costs of related infrastructure, at no cost to the LTA. The contractor shall be responsible for installing, replacing and maintaining all frames, display equipment, decal adhesive materials and other advertising materials and advertising infrastructure for the term of the contract.

The services provided under the contract shall be in compliance with LTA's advertising policies (Appendix C). Proposers should review the policies before submitting their proposals.

All LTA transit vehicles may be wrapped as long as side, rear and front windows are not covered.

The LTA encourages firms to enter into joint ventures, as needed, in order to provide proposals that cover all or most of the locations for advertising on LTA property set forth in Appendix A. Each advertising firm making up a joint venture must contribute a separate response to Exhibit 3 of this RFP to the joint venture's proposal.

The LTA encourages proposals that include creative ideas for enhancing revenue from all LTA property.

The contract shall be for a term of five years. There will be two (2) – three year options to extend the contract at the LTA's sole discretion in writing to the selected firm.

This scope of work is a general guide and is not intended to be a complete list of all work required under the contract. Proposers to this RFP should review the attached Contract Terms and Conditions (Exhibit 7) for more details on the requirements of the contract. The contractor will be required to execute a contract substantially similar to Exhibit 7.

~ END EXHIBIT 2 ~

EXHIBIT 3 – PROPOSAL FORMAT AND CONTENT

A. SUBMITTAL FORMAT

The proposal shall be submitted in 8 ½” x 11” format with foldouts from this basic size utilized as necessary. The length of the proposal shall not exceed 25 double-sided pages (excluding cover sheet, table of contents, resumes, and index(s) sheets). Resumes with the proposal shall not exceed one-single sided printed page per person listed in the Project Team flow chart.

Each section should be clearly defined and written in a clear and concise manner. A proposer that does not address all required submittals and associated documentation may be deemed non-responsive. A proposer submitting a non-responsive proposal will not be eligible for award.

The proposal must be prepared using the following format:

SECTION	CONTENT
--	Cover Letter
--	Table of Contents
1	Description of Proposed Services
2	Experience and Qualifications
3	Facility and Other Requirements
4	Certifications
5	Appendices
Separate Sealed Envelope	Proposed Revenue

B. COVER LETTER

The cover letter should be addressed to Lisa Rheinheimer, Executive Director, and should include the following:

1. Identification of the firm(s) involved in the proposal. If proposed firm is a joint venture, identify the primary advertising firm.
2. A statement acknowledging the receipt of all addenda to the RFP that have been issued by the LTA.
3. A statement that the Proposer has reviewed the insurance requirements and the sample contract.
4. A statement that the Proposal will remain in effect of 120 calendar days after the deadline from receipt of the Proposal by the LTA.
5. A contact person who should be notified of the LTA’s decision, a telephone number, fax number, email address and mailing address.

6. The name of the individual(s) with the authority to bind the company during the 120 day period.
7. The legal form of the firm, i.e., sole proprietor, partnership, corporation, etc. If the firm is a corporation, the state in which the company was incorporated must be identified.

C. TABLE OF CONTENTS

The Table of Contents should identify locations of all sections in the proposal.

Section 1: Description of Proposed Services

Provide a description of the LTA properties listed in Appendix A for which the firm is proposing to sell advertising. If any LTA property listed in Appendix A is excluded from the proposal, provide an explanation for why the firm is not proposing to sell advertising for that LTA property. The proposal shall include a sales plan that will specify, at a minimum:

- a. Strategy for selling advertisements to local, national, and international advertisers.
- b. Strategy for selling advertisements for each of the different types of LTA property listed on Appendix A that are included in the proposal.
- c. Plans for selling the maximum amount of advertising space on LTA property and minimizing the amount of empty unused space.
- d. Include your firm's ideas for new advertising opportunities, designs, and locations.
- e. Provide a maintenance and installation plan for advertising on transit vehicles and/or other transit property including:
 - i. A timeline showing elapsed time for advertising, installation, inspection and removal.
 - ii. A description of a cleaning schedule and routine, including graffiti removal and removal of paint, marker, stickers, unauthorized posters, etc.
 - iii. A plan for minimizing interference to LTA operations during maintenance and installation activities.
 - iv. A statement that your firm will repair any hazardous conditions caused by the firm's installation, maintenance or removal of equipment, or other activities related to the contract, within 24 hours of notification.
 - v. Plan for minimizing the use of maintenance products that contain hazardous materials and maximizing the use of green cleaning products.
 - vi. Details of how the firm will staff and manage a quality assurance and control program, including oversight of subcontractors and vendors.

- f. Submit a design book which will include examples of the firm's proposed advertising for LTA property. This design book should include sample designs for as many types of LTA property as possible, but must include examples for transit vehicles.

A description of organization and implementation of the advertising program should be included.

Section 2: Experience and Qualifications

This section must identify key personnel who are to be assigned to the advertising program. An organization chart for the advertising program must be provided. The chart must indicate how the Proposer intends to structure the advertising program effort, and identify the Advertising Program Manager and all other key personnel.

The Advertising Program Manager designated by the Proposer must have the responsibility and authority to commit budget and resources, and to direct and accomplish the scope of work. The Advertising Program Manager must be experienced in managing a team of diverse professionals.

Each key person identified in the advertising program organizational chart must be identified by name, and a resume or profile must be provided for each key person. Each resume or profile must be complete and concise, featuring experience that is most directly relevant to the task responsibility that the individual will be assigned. If an individual is assigned to more than one position, the relevant experience must be indicated for each task assigned.

The advertising program services must be performed by the key personnel indicated in the original Proposal. Replacements required during the RFP evaluation process due to unforeseen circumstances may be accepted by the LTA. However, such acceptance will not imply that the LTA has evaluated the replacement to be equally, less, or more qualified than the key person listed in the Proposal unless approved by the LTA in writing prior to their performing services. Resumes of replacements must be submitted with all applicable information.

A complete and accurate description of the firm's experience that is relevant to this advertising program within the last three (3) years must be provided. At least two recent client reference check contacts must be provided. At least two recent client reference check contacts must be provided for each firm proposed, and for the proposed Advertising Program Manager. Previous clients may be contacted for information as part of the evaluation process.

Section 3: Facility and Other Requirements

The Proposer must clearly describe any LTA facilities, personnel, data, or other requirements that the LTA will be expected to provide the firm which are not specified in the RFP.

Section 4: Certifications

Each proposer must sign and submit the following as Section 4 of its Proposal:

- FTA Certifications Regarding Debatement
- FTA Certification of Restrictions and Lobbying
- Interests and Gratuities Certification Form

The Interests and Gratuities Certification Form requires disclosure of campaign contributions in aggregate of more than \$250 made by the Proposer or its agents to any LTA Board Member within the 12 months preceding issuance of this Request for Proposal. The 2009 LTA Board of Directors consisted of Anthony Botelho, Doug Emerson, Rick Edge, Victor Gomez, Jaime De La Cruz and Mary Bilich. The 2010 Board of Directors will be provided after the release of this RFP in an addendum.

Section 5: Appendices

Proposer must carefully examine the RFP for required documentation not specifically covered in Sections 1 through 4 above, and must place such documentation in an appendix. Information considered by the Proposer to be pertinent to this advertising program, but not specifically requested in this RFP, may also be placed in an appendix. The Proposer is reminded that this is not an invitation to submit voluminous amounts of extraneous material.

Section 6: Offer of Compensation

In exchange for the exclusive right to sell advertising on LTA property, the selected firm will be responsible for paying the minimal annual guarantee (MAG) and a fixed administrative fee to the LTA.

- a. On a monthly basis, the greater of:
 - i. a MAG in an amount of the proposed in the selected firm's response to this RFP. Below is a table of the LTA's estimated MAG.

Fiscal Year	MAG
FY 10/11	\$ 40,000
FY 11/12	\$ 40,000
FY 12/13	\$ 40,500
FY 13/14	\$ 41,000
FY 14/15	\$ 41,000
FY 15/16*	\$ 41,500
FY 16/17*	\$ 42,000
FY 17/18*	\$ 42,000
FY 18/19*	\$ 42,500
FY 19/20*	\$ 43,000
FY 20/21*	\$ 43,000
FY 21/22*	\$ 43,500

* Assumes options to extend are exercised by the LTA.

or

- ii. 60% of the contractor's annual gross revenues earned in connection with the rights to advertise in the contract; and
- b. An annual fee of \$6,000.00 for administration of the contract, to be escalated each year by 5%; and

Below is a table of the LTA's estimated MAG and Fixed Administrative Costs.

Fiscal Year	MAG	Fixed Administrative Costs	Annual Total
FY 10/11	\$ 40,000	\$ 6,000.00	\$ 46,000.00
FY 11/12	\$ 40,000	\$ 6,300.00	\$ 46,300.00
FY 12/13	\$ 40,500	\$ 6,615.00	\$ 47,115.00
FY 13/14	\$ 41,000	\$ 6,945.75	\$ 47,945.75
FY 14/15	\$ 41,000	\$ 7,293.04	\$ 48,293.04
FY 15/16*	\$ 41,500	\$ 7,657.69	\$ 49,157.69
FY 16/17*	\$ 42,000	\$ 8,040.57	\$ 50,040.57
FY 17/18*	\$ 42,000	\$ 8,442.60	\$ 50,442.60
FY 18/19*	\$ 42,500	\$ 8,864.73	\$ 51,364.73
FY 19/20*	\$ 43,000	\$ 9,307.97	\$ 52,307.97
FY 20/21*	\$ 43,000	\$ 9,773.37	\$ 52,773.37
FY 21/22*	\$ 43,500	\$10,262.04	\$ 53,762.04

* Assumes options to extend are exercised by the LTA.

All proposals must also include an Offer of Compensation, which shall include a statement that the proposing firm agrees to make payments described above. Any proposal that includes a MAG of less than the amounts described must include a detailed explanation of why the proposed MAG is lower than the one stated in Exhibit 3, Section 6 and why the firm may not be able to afford to pay the MAG as stated in Exhibit 3, Section 6 and must include a reasonable detailed analysis of what the proposer believes to be a more reasonable MAG.

The Offer of Compensation must be submitted to the LTA in a separate, sealed envelope clearly labeled "Offer of Compensation" and the name of the proposing firm.

Section 7: Attestation Statements and Certifications

The proposer and all subcontractors named in a proposal must individually sign the Attestation of Compliance and Certifications attached in Appendix C. Any proposal that does not include the executed Attestation of Compliance and Certifications as required by the RFP will be deemed non-responsive and will not be scored. Any proposer who violates representations made in the Attestation of Compliance and Certifications, directly or through an agent, lobbyist or subcontractor, will be disqualified from the selection process for this contract.

Section 8: Other Required Documents

In addition to the requirements on the content proposal discussed above, firms that want to be considered for this contract must submit the following documents as part of the submittal described in Exhibit 3 above. Both the prime firm and any subcontractors will need to submit items a through c listed below:

- a. Attestation of Compliance (Appendix D)
- b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Appendix E)
- c. Certification Regarding Lobbying (Appendix F)
- d. DBE/LBE/SBE Report (Appendix G)
- e. Acknowledgment of Addenda (Appendix H)

~ END EXHIBIT 3 ~

EXHIBIT 4 – EVALUATION AND SELECTION CRITERIA

A. Evaluation Procedures

Proposals received that conform to the instructions provided in the RFP will be evaluated by a Selection Committee designated by the LTA. Proposals must comply with the requirements of this RFP to be deemed responsive. The evaluation will be performed using the criteria described herein. The evaluation process will result in a rank ordering of firms based upon qualifications and proposed revenue. Consideration will be given to: proposed revenue, quality of service, experience of the firm, and expertise of personnel assigned to the project. Certain Proposers may be required to attend an oral interview as part of the final ranking process, based on a short-listing of firms. Previous clients of each Proposer may be contacted regarding the Proposer's past performance. Responses from previous clients may be considered as part of the proposal evaluation process.

Upon determination of the final ranking, the LTA will commence contract negotiations with the highest ranked firms for the purpose of finalizing a recommendation of award to the LTA Board of Directors. If negotiations with the highest ranked firm are unsuccessful, the LTA will begin negotiations with the next highest ranked firm, etc.

B. Evaluation Criteria

All requirements identified in this RFP must be satisfied in order to ensure that a proposal will qualify for consideration. The selection will be based on the highest total price proposed over the five year term (70%), the proposed staffing (15%) and experience (10%).

C. Selection Criteria

The proposals will be evaluated by a Selection Committee comprised of LTA representatives. The Selection Committee may also include representatives of other transit agencies and persons knowledgeable about transit and transit advertising. The LTA intends to evaluate the proposals generally in accordance with the criteria itemized below. The firms will be interviewed by the Selection Committee to make the final selection.

a. Experience and Qualifications

- i. Expertise of the firm, assigned personnel and subcontractors in managing a transit advertising contract; and
- ii. Quality of organizational structure; and
- iii. Results of reference checks.

b. Quality of Proposal

- i. Understanding of the scope of work and tasks to be performed; and

- ii. Completeness of the proposal, including the number of variety of LTA properties listed in Appendix A for which the firm has submitted a proposal to sell advertising and the quality of the sales plan; and
 - iii. Creativity of ideas included in the proposal; and
 - iv. Creativity of designs included in the proposal; and
 - v. Quality of proposed maintenance and installation plan.
- c. Offer of Compensation

All proposals must include a MAG of either the one stated in Exhibit 3, Section 6 or propose a MAG that the proposer deems more reasonable. Any proposal that does not include a MAG will be deemed non-responsive.

~ END EXHIBIT 4 ~

EXHIBIT5 – PRE-PROPOSAL CONFERENCE, SITE TOUR AND CONTRACT AWARD

A. Pre-Proposal Conference and Site Tour

Proposers are required to attend a mandatory pre-proposal conference on Friday, February 16, 2010 at 10:00 a.m., PST, to be held at 3240 Southside Road, Hollister, CA 95023 to discuss the requirements of the contract and to take questions concerning the RFP. A written list of attendees will be available at the end of the meeting.

A site tour will also be held at 3240 Southside Road, Hollister CA 95023 immediately after the pre-proposal conference. For safety and security reasons, proposers may not enter LTA property except on this official LTA tour.

B. Contract Award

LTA staff will commence contract negotiations with the highest ranked proposer. The selection of any proposal shall not imply acceptance by the LTA of all terms of the proposal, which may be subject to further negotiations and approvals. If a satisfactory contract cannot be negotiated in a reasonable time the LTA, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

No proposal may be accepted and no contract may be awarded until the Executive Director of the LTA recommends the Agreement for award to the LTA Board of Directors.

C. Form of Contract

The successful proposer will be required to enter into a contract on terms substantially similar to Exhibit 7. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. If the highest-ranked proposer fails to comply with these requirements, the LTA, in its sole discretion, may select another firm.

~ END EXHIBIT 5 ~

EXHIBIT 6 – TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. San Benito County Local Transportation Authority Contract Provisions

1. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify LTA, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the LTA promptly after discovery, but in no event later than 10 calendar days prior to the date of receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

2. Questions

Questions regarding this RFP should be addressed in writing to:

San Benito County Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, CA 95023
Attention: Betty LiOwen
betty@sanbenitocog.org

Any requests for information concerning the RFP, whether submitted before or after the pre-proposal conference, must be in writing, and any substantive replies will be issued as written addenda. It is the proposers' responsibility to check the LTA's website at www.SanBenitoCountyExpress.org for the most up-to-date information and addenda. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to the questions raised at the pre-proposal conference, it will be memorialized in a written addendum to this RFP and will be posted online at www.SanBenitoCountyExpress.org.

3. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than 10 calendar days after the RFP is issued, provide written notice to the LTA setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

4. Addenda to RFP

The LTA may modify the RFP prior to the proposal due date by issuing written addenda. Addenda will be posted online at www.SanBenitoCountyExpress.org and it shall be the proposer's responsibility to check the website for the most up-to-date information and addenda.

5. Term of Proposal

Submission of a proposal signifies that the proposer's offer remains open for 120 days from the proposal due date and that the offer is genuine and not the result of collusion or any other anti-competitive activity.

6. Revisions to Proposal

A proposer may revise a proposal at the proposer's own discretion at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

At any time during the proposal evaluation process, the LTA may require a proposer to provide oral or written clarification of its proposal. The LTA reserves the right to make an award without further clarifications of proposals received.

7. Errors and Omissions in Proposal

Failure by the LTA to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the proposer from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP

8. Financial Responsibility

The LTA accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become property of the LTA and may be used by the LTA in any way deemed appropriate.

9. Reservations of Rights by the LTA

The issuance of this RFP does not constitute an agreement by the LTA that any contract will actually be entered into by the LTA. The LTA expressly reserves the right at any time to:

- a. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- b. Reject any or all proposals;
- c. Reissue a Request for Proposals;
- d. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for contents for format of the proposals;
- e. Procure any materials, equipment or services specified in this RFP by any other means; or
- f. Determine that no project will be pursued.

10. No Waiver

No waiver by the LTA of any provision of this RFP shall be implied from any failure by the LTA to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

11. Local Business Enterprise Goals and Outreach

The LTA encourages each proposer to submit proposals that make maximum utilization of service agencies and suppliers that are small businesses, including minorities, women, and disadvantaged businesses, in the performance of work under the contract. Helpful databases include Caltrans federal certified Disadvantaged Business Enterprise database at www.dot.ca.gov/hq/hep/ and the State of California's certified small business database at www.pd.dgs.ca.gov/smbus/default.htm.

12. Communications Prior to Contract Award

It is the policy of the LTA that only employees identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from proposers or potential proposers seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by the LTA Board of Directors.

All firms and subcontractor(s) responding to this RFP are hereby notified that they may not contact any LTA staff member, other than a person with whom contact is expressly authorized by this RFP, for the purpose of influencing the contractor selection process or the award of the contract from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of LTA. This prohibition does not apply to communications with LTA staff members regarding normal LTA business not regarding or related to this RFP.

All firms and subcontractor(s) responding to this RFP are hereby notified that any written communications sent to one or more members of the LTA Board of Directors concerning a pending contract solicitation shall be distributed by the LTA to all members of the LTA Board of Directors and the designated staff contact person(s) identified in the RFP.

Except as expressly authorized in the RFP, where any person representing a proposer or potential proposer contacts any LTA staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the LTA Board of Directors, the proposer or potential proposer shall be disqualified from the selection process. Additionally, the firms and subcontractor(s) responding to this RFP will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any LTA staff member from the date the RFP is issued to the date when the contract award is approved by the Board of Directors of LTA.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions. An executed Attestation of Compliance (Appendix D) certifying compliance with this section of the RFP will be required to be submitted signed by all firms and named subcontractor(s) as part of the response to this RFP. Any proposal that does not include the executed Attestation of

Compliance as required by this section will be deemed non-responsive and will not be evaluated. Any proposer who violates the representations made in such Attestation of Compliance, directly or through an agent, lobbyist or subcontractor, will be disqualified from the selection process.

13. Resource Conservation

All documents submitted in response to this RFP must be on recycled paper and printed on double-sided pages to the maximum extent possible unless otherwise required herein.

B. Federal Transit Administration Contract Provisions

In case of any conflict, these FTA provisions will prevail over the “State Grant Contract Provisions” and the “San Benito County Local Transportation Authority Contract Provision” contained in the Contract Documents.

1. Federal Grant Conditions

This Contract is subject to a financial assistance contract between San Benito County Local Transportation Authority (hereinafter “LTA”) and the United States of America (hereinafter “Federal Government”), acting through the Department of Transportation (hereinafter “U.S. DOT”), and Federal Transit Administration (hereinafter “FTA”). Advertising Company must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between LTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Advertising Company’s failure to so comply constitutes a material breach of this Contract. If such changes cause an increase or decrease in the work to be performed by Advertising Company or time for such performance, then the compensation to be paid to Advertising Company and time or performance will be equitably adjusted.

2. Non Liability of Federal Government

- a. Advertising Company acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, it is not a party to this Contract and will not be subject to any obligations or liabilities to Advertising Company, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- b. Advertising Company must include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

3. False Statements

- a. Advertising Company acknowledges that the provisions of the Program Fraud Civil Act of 1986, as amended, 31 USC § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, Advertising Company certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract. In addition to other penalties that may be applicable, Advertising Company further acknowledges that if it makes, or causes

to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Advertising Company to the extent the Federal Government deems appropriate.

- b. Advertising Company also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the Government reserves the right to impose penalties of 18 USC § 1001 and 49 USC §5307(n)(1) on Advertising Company, to the extent the Federal Government deems appropriate.
- c. Advertising Company must include the above clauses in each subcontract under this Contract. It is further agreed that the clause will not be modified, except to identify the subcontractor who will be subject to its provisions.

4. Allowable Costs

Expenditures made by Advertising Company will be allowable to the extent that they meet all of the requirements set forth below. They must:

- a. Be made in conformance with the Scope of Work and all other provisions of the Contract;
- b. Be necessary in order to accomplish the Contract;
- c. Be reasonable in an amount for the goods or services purchased;
- d. Be actually net cost to Advertising Company (i.e., the price paid minus any refunds, rebates, or other items of value received by Advertising Company that have the effect of reducing the cost actually incurred);
- e. Be incurred (and be for work performed) after the date of the Contract, unless specific authorization from the LTA to the contrary is received;
- f. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines and regulations (49 CFR Part 18) and Federal cost principals (48 CFR Part 31), as applicable;
- g. Be satisfactorily documented;
- h. Be treated uniformly and consistently under accounting principals and procedures approved and prescribed by LTA; and
- i. Be supported by properly executed payrolls, time records, invoices, contract, or vouchers describing in detail the nature and propriety of the charges.

5. Audit and Inspection

- a. Advertising Company must provide LTA , the FTA Administration, the Comptroller General of the United States or any of their authorized representatives access to any

books, documents, papers, and records of Advertising Company that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Advertising Company also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Advertising Company's records and construction sites pertaining to a major capital advertising program, defined in 49 USC 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309, or 5311.

- b. Advertising Company must permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Advertising Company must maintain all books, records, accounts, and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Advertising Company must maintain same until LTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto (49 CFR 18.39(i)(11)).

6. Disadvantaged Business Enterprise

Neither Advertising Company nor its subcontractor(s) will discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Advertising Company must carry out applicable requirements of 49 CFR Part 26 in the award, administration and performance of this Contract. Failure by Advertising Company to carry out these requirements is a material breach of this Contract, which may result in the cancellation of the Contract or the other remedy as LTA deems appropriate.

7. Nondiscrimination/Title VI Compliance

In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, Advertising Company may not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Advertising Company must comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

8. Equal Employment Opportunity

During the performance of this Contract, Advertising Company must do the following:

- a. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e and Federal transit laws at 49 USC § 5332, Advertising Company must comply with all applicable equal opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 42 CFR Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders,

regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract.

- b. Advertising Company must take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, age or disability. Such action may 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. In addition, Advertising Company must comply with any implementing requirements FTA may issue.
- c. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal transit law at 49 USC § 5332, Advertising Company must refrain from discrimination against present and prospective employees for reason of age. In addition, Advertising Company must comply with any implementing requirements FTA may issue.
- d. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, Advertising Company must comply with the requirements of U.S. Equal Employment Opportunity Commission "Regulations to Implement the Equal Opportunity Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Advertising Company must comply with any implementing requirements FTA may issue. Advertising Company must include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. Access Requirements for Persons with Disabilities

Advertising Company must comply with the requirements that are applicable to this Contract:

- a. The Americans with Disabilities Act of 1990 (ADA), 42 USC § 12101 *et seq.*;
- b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794;
- c. Section 16 of the Federal Transit Act, as amended, 49 USC §5301 (d);
- d. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 CFR Parts 27, 37 and 38 and 36 CFR Part 1192;
- e. U.S. Architectural and Transportation Barriers Compliance Board, "ADA Accessibility Guidelines for Buildings and Facilities," (ADAAG);
- f. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- g. U.S. DOT Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- h. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

- i. U.S. Equal Opportunity Commission (EEOC), “Regulations to Implement the Equal Opportunity Provisions of the Americans with Disabilities Act,” 29 CFR Subpart 1630.
- j. U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR Part 64, Subpart F.

10. Discriminatory Specifications

Advertising Company will comply with the provisions of 49 USC §5323(h)(2) by refraining from including any exclusionary or discriminatory specifications in any solicitation or subcontract issued or executed by Advertising Company for work to be performed under this Contact.

11. Seismic Safety – Building Design and Construction

INTENTIONALLY OMITTED

12. Energy Conservation

Advertising Company must comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issue in compliance with the Energy Policy and Conservation Act, 42 USC § 6321 *et seq.* and 49 CFR Part 18.

13. Air Pollution

Advertising Company agrees that facilities or equipment acquired, constructed, or improved as part of this Contract must be designed and equipped to limit air pollution in accordance with the following EPA regulations: “Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines,” 40 CFR Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines; Certification and Test Procedures,” CFR Part 86; and “Fuel Economy of Motor Vehicles,” 40 CFR Part 600.

14. Patent Rights

If any invention, improvement, or discovery of Advertising Company is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Advertising Company must take necessary actions to provide immediate notice to LTA. Unless the Federal Government later makes a contrary determination in writing, irrespective of Advertising Company’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Advertising Company must take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grant Contracts and Cooperative Agreement,” 37 CFR Part 401.

15. Rights in Data and Copyrights

The Following requirements apply to each contract involving experimental developmental or research work:

- a. The term “subject data” as used herein means recorded information, whether or not copyrighted, that is delivered or specific to be delivered under this Contract. The term “subject data” includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term “subject data” does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- b. The following restrictions apply to all “subject data” first produced in the performance of this Contract:
 - i. Except for its own internal use, LTA and Advertising Company may not publish or reproduce the subject data in whole or in part, or in any manner or form, nor may LTA or Advertising Company authorize others to do so, without the written consent of the Federal government and until such time as the Federal Government may have either released or approved the release of the data to the public. This restriction on publication, however, does not apply to contracts with an academic institution.
 - ii. As authorized by 49 CFR Section 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the subject data for Federal Government purposes. “For Federal Government purposes” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
- c. Any subject data developed under that contract, whether or not a copyright has been obtained; and
- d. Any rights of copyright purchased by LTA or Advertising Company using Federal assistance in whole or in part provided by FTA.
 - i. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA’s general intention to increase transportation knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, LTA and Advertising Company performing experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under this Contract will become subject data as defined in subsection A of this clause and will be delivered as the Federal Government may direct. This subsection 1, however, does not apply to adaptations of automatic data processing equipment or programs for LTA or Advertising Company’s use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
 - ii. Unless prohibited by state law, upon request by the Federal Government, Advertising Company will indemnify, save and hold harmless the Federal

Government and its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violating by Advertising Company of proprietary rights, copyrights, or privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished by Advertising Company. Advertising Company is not required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official or agents of the Federal Government.

- iii. Nothing contained herein will imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- iv. Data developed by Advertising Company or LTA and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that Advertising Company or LTA identifies that data in writing at the time of delivery of the Contract work.
- v. Unless FTA determines otherwise, Advertising Company must include these requirements in each subcontract for experimental developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- e. Unless the Federal Government later makes a contrary determination in writing, irrespective of Advertising Company's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Advertising Company and LTA agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- f. Advertising Company must include the provisions of this Section in any subcontracts for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the FTA.

16. Transit Employee Protection

INTENTIONALLY OMITTED

17. Fly America

Advertising Company must comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administrations' regulations at 41 CFR Part 301-10, which provides that recipients and subrecipients of Federal funds and their contractors of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects of property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Advertising Company must submit, if a foreign air carrier was used, an appropriate certifications of memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide

a certificate of compliance with the Fly America requirements. Advertising Company must include the requirements of this section in all subcontracts that may involve international air transportation.

18. Compliance with Environmental Standards (Contracts Over \$100,000)

- a. Advertising Company must comply with the provisions of the Clear Air Act, as amended, 42 USC § 7401 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 USC § 1251 *et seq.*; Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC § 9601 *et seq.* ; and all applicable regulations, standards, orders or requirements issued pursuant to these Federal statutes.
- b. Advertising Company must report each violation to LTA and understands that LTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- c. Advertising Company also must include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance by FTA.

19. Debarred Bidders (Over \$100,000)

Advertising Company, including any of its officers or holders of a controller interest, and subcontractors are obligated to inform LTA whether or not they are or have been debarred, suspended, or otherwise declared ineligible for award of federally funded contracts and pursuant to Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC §6106 note and U.S. DOT regulations 49 CFR Part 29. Should Advertising Company or a subcontractor be included on the list of determined ineligible during the performance of this Contract, Advertising Company must so inform LTA.

20. Lobbying Restrictions (Contracts over \$100,000)

Advertising Company may not use any funds under this Contract to support activities designed to influence Congress or a State Legislature on legislation or appropriations and must comply with the provisions of the U.S. DOTs' regulations, "New Restrictions on Lobbying" at 49 CFR Part 20, as modified by 31 USC §1352. Advertising Company must ensure that each subcontractor performing work pursuant to terms of this Contract complies with the lobbying restrictions contained in the provisions cited hereinabove. Nothing in this Article will be construed to prohibit Advertising Company from lobbying Congress or a State Legislature with the intent to influence a decision on a federal or state action affecting LTA using non federal funds, Advertising Company must complete the attached Disclosure of Lobbying Activities form and submit it to LTA.

21. Intelligent Transportation Systems

INTENTIONALLY OMITTED.

22. Electronic and Information Technology

If this Contract is for the design, procurement or installation of electronic and information technology, Advertising Company must comply with the applicable accessibility standards set out in Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794d and U.S.

ATBCB regulations, “Electronic and Information Technology Accessibility Standards) set out at 36 CFR Part 1194.

23. Protection of Sensitive Security Information

To the extent applicable, the Advertising Company must comply with 49 USC § 40119(b) and implementing U.S. DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 USC § 114(s) and implementing Department of Homeland Security, Transportation Security Administration regulations, “Protections of Sensitive Security Information,” 49 CFR Part 1520. Sensitive Security Information (hereafter “SSI”) has the meaning set forth in 49 CFR Part 15 and 49 CFR Part 1520. If Advertising Company prepares, reviews, develops, handles or obtains SSI pertaining to LTA operations or any LTA function, Advertising Company must comply with provisions of 49 CFR Parts 15 and 1520, as applicable, with respect to such SSI, including but not limited to the restrictions on disclosure set forth in 49 CFR Section 15.9 and 49 CFR Section 1520.9.

24. Seat Belts

Pursuant to Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” 23 USC Section 402 note, Advertising Company is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles.

25. Policies for All Tiers

Advertising Company will include the following Sections of the FTA Grant Contract Provisions as set out herein in all subcontracts of every tier:

1. Federal Grant Conditions
2. Non-Liability of Federal Government
3. False Statements
4. Allowable Costs
5. Audit and Inspection
6. Disadvantaged Business Enterprise
7. Nondiscrimination/Title VI Compliance
8. Equal Employment Opportunity
9. Access Requirements for Persons with Disabilities
10. Discriminatory Specifications
12. Energy Conservation
13. Air Pollution
14. Patent Rights
15. Rights in Data and Copyrights
17. Fly America
22. Electronic and Information Technology

23. Protection of Sensitive Security Information

24. Seat Belts

26. Policies for Selected Contracts

Advertising Company will also include the following Sections of the FTA Grant Contract Provisions, as set out herein, in all subcontracts of every tier exceeding \$100,000:

18. Compliance with Environmental Standards

19. Debarred Bidders

21. Lobbying Restrictions

~ END EXHIBIT 6 ~

EXHIBIT 7 – STANDARD CONTRACT TO BE EXECUTED BY LTA AND THE SUCCESSFUL PROPOSER

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and _____ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____ unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for LTA's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

The CONTRACTOR shall compensate the LTA according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is thirty (30) days.

7. Specific Terms and Conditions. (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for LTA:

Name: Lisa Rheinheimer

Title: Executive Director

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for CONTRACTOR:

Name:

Title:

Address:

SIGNATURES

APPROVED BY LTA:

APPROVED BY CONTRACTOR:

Name:

San Benito County Local Transportation
Authority

Date:

Name:

Title:

Date:

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By:

Shirley L. Murphy, Deputy County Counsel

Date:

ATTACHMENT A
Scope of Services

To be inserted after best qualified proposer has been selected.

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by CONTRACTOR to LTA at the address specified in paragraph 7 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

The CONTRACTOR shall pay to the LTA: *(check one)*

- a total lump sum payment of \$ _____, or
- a total sum shall not be less than \$ _____.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)
 - A. By the 20th of each month, CONTRACTOR must pay LTA the greater of (i) 51% of its net advertising receipts (Percentage Guarantee) for advertising on LTA vehicles and facilities during the previous month or (ii) one-twelfth (1/12) of the Minimum Guarantee plus one-twelfth (1/12) of the annual administrative fee for the applicable contract year. If CONTRACTOR fails to timely submit payment to LTA, LTA has the right to cancel this Contract for breach and pursue any other remedies available under this Contract or at law.
 - B. Any payment that CONTRACTOR is required to make to LTA under this Contract that is past due more than 10 calendar days will accrue interest for the benefit of LTA on the amount past due at an annualized rate of 8% or more from the payment due date until the date that full payment is made to LTA, and CONTRACTOR is obligated to pay that interest to LTA when it makes its past due payment. LTA's right to interest on late payments is in addition to, and not in lieu of, LTA's right to cancel the Contract for breach, submit a claim against CONTRACTOR and pursue any other available legal or equitable remedy.

- END OF ATTACHMENT B -

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and LTA each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify LTA, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that LTA shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a

combined single limit of not less than the amount set out in Paragraph 5 of this contract.

- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of LTA, CONTRACTOR shall file certificates of insurance with LTA, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to LTA as the insurance required herein. CONTRACTOR further agrees to notify LTA in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to LTA or its authorized representative, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the LTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of LTA, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for

administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of LTA is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to LTA and not officers or employees of LTA. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of LTA. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to LTA that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify LTA in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of LTA, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, LTA shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's

employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to

such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that LTA shall have the right to deduct from any payments specified in Attachment B any amount owed to LTA by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If LTA exercises the right to reduce the consideration specified in Attachment B, LTA, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

- END OF ATTACHMENT C -

~ END EXHIBIT 7 ~

APPENDIX A COUNTY EXPRESS VEHICLES AND FACILITIES

A. County Express Type II Vehicle

Seats 12 passengers and 2 wheelchairs



Side View



Rear View



Front View

B. County Express 23-Passenger Vehicle



Side View



Rear View



Front View

C. County Express 23-Passenger Vehicle



Side View



Rear View



Front View

D. County Express 23-Passenger Vehicle



Side View



Rear View



Front View

E. County Express Facilities



Front View



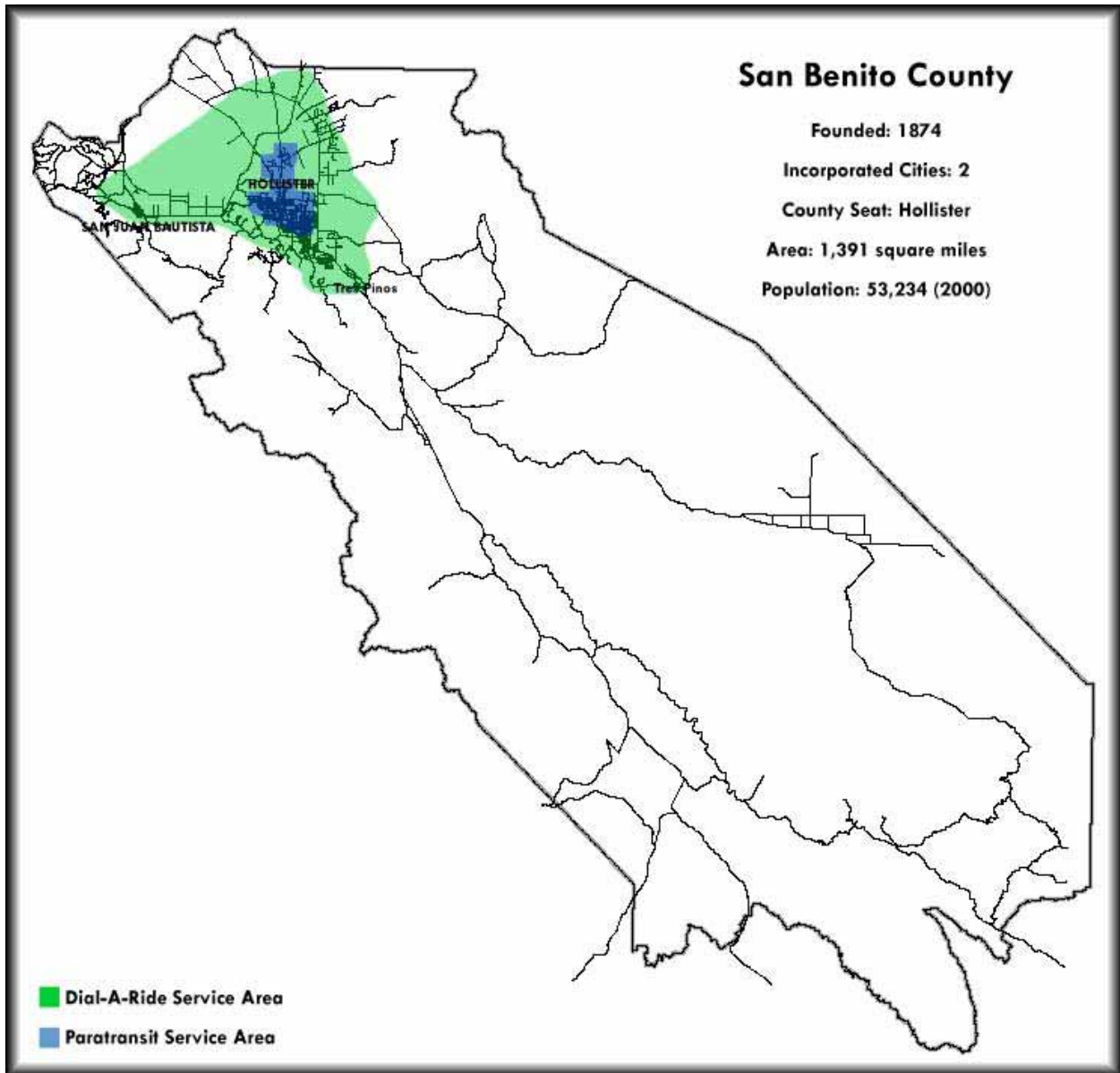
Panel 1 View

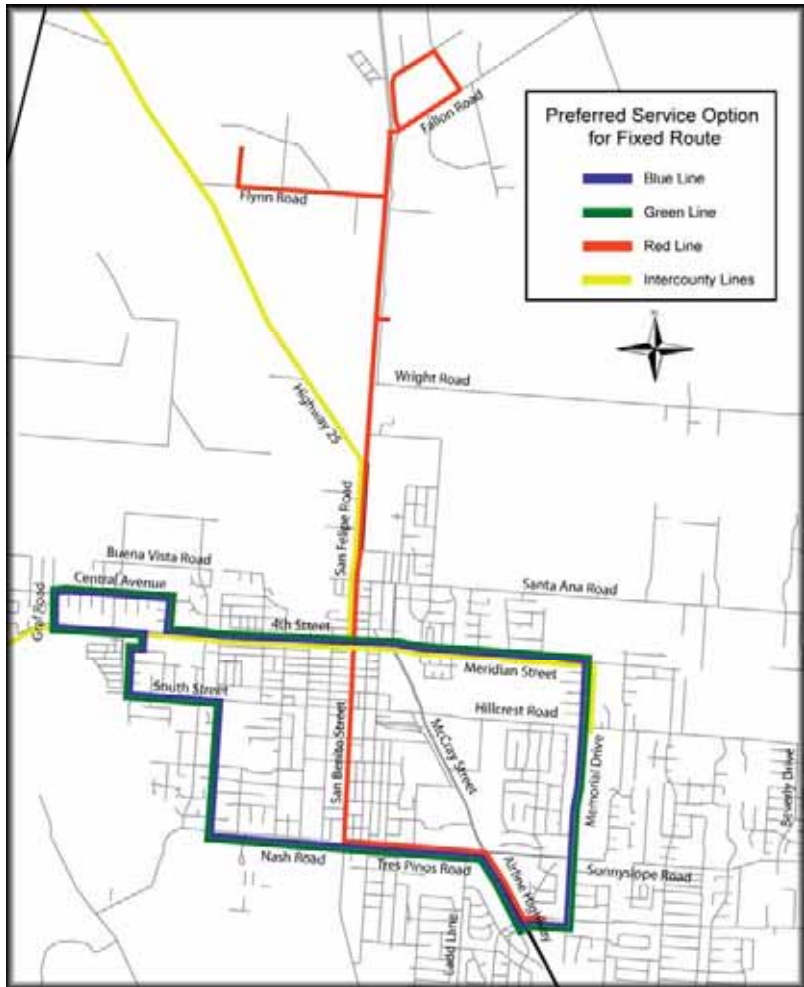


Panel 2 View

~ END APPENDIX A ~

APPENDIX B COUNTY EXPRESS SERVICE AREA





Intercounty Routes to Gilroy from Hollister and San Juan Bautista

~ END APPENDIX B ~

APPENDIX C ADVERTISING POLICY

I. Public Purpose

In adopting this policy it is the San Benito County Local Transportation Authority's (hereinafter "LTA") declared intent and purpose to maximize revenues through commercial advertising provided that all of the following interests are preserved and furthered:

- A. Providing a safe, convenient and pleasant environment for County Express patrons, which includes maximizing County Express fare revenues by attracting and maintaining the patronage of passengers; and
- B. Protecting minors who use County Express facilities and travel on County Express' transportation system; and
- C. Avoiding any potential identification of County Express with the point of view or message of the advertisement placed by a third party.

II. No Intent To Create A Public Forum

In adopting this policy it is the LTA's declared intent and purpose to allow third parties to place commercial advertisements on LTA Property. It is not the LTA's intent or purpose to permit advertising that individually or in combination would cause any real or personal property owned or controlled by the LTA (hereinafter "LTA Property") to become a public forum for the dissemination, debate, and/or discussion of public issues.

III. Advertising on San Benito County Local Transportation Authority's Transit Facilities and Vehicles by Permission

Advertising placed by a third party on LTA Property is not authorized unless permitted in accordance with the provisions of a license agreement approved by LTA. Any license agreement approved by LTA for the placement of advertising on LTA Property must be consistent with the provisions of this policy. Pre-existing licensing agreements for advertising on LTA Property shall be amended, if necessary, in order to be consistent with this policy and to make any other changes that may equitably be required thereby.

IV. Authorized Advertisements and Announcements

This policy applies to advertising placed by a third party on any LTA Property and does not prohibit the LTA from placing advertisements and announcements related to LTA services, programs, or events as long as the advertisements and announcements are not otherwise prohibited under Section 5. Only commercial advertisements will be allowed to be placed by a third party on any LTA Property. For the purpose of this policy, a commercial advertisement is an advertisement that: (i) has as its primary purpose the promotion of a commercial transaction, such as the sale of real or personal property, services, entertainment and/or dining, which is offered to the public generally and (ii) is not otherwise prohibited under Section 5.

V. Viewpoint Neutral Limitations

The following viewpoint-neutral content-based limitations are established. No advertisement or announcement (hereinafter referred to as “Ad”) is permitted on or may be maintained on any LTA Property if it or information contained in it falls within one or more of the following categories:

- A. False, misleading, or deceptive commercial speech. The Ad proposes a commercial transaction, and the Ad, or any material contained in it, is false, misleading, or deceptive.
- B. Unlawful goods or services. The Ad, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
- C. Unlawful conduct. The Ad, or any material contained in it, promotes, depicts or encourages, or appears to promote, depict or encourage, unlawful, anti-social or illegal behavior or activities.
- D. Endorsement. The Ad, or any material contained in it, implies or declares an endorsement by the LTA of any service, product or point of view, without prior written authorization of the LTA (through its Executive Director).
- E. Obscenity. The Ad, or any material contained in it, contains obscene matter or any other matter that is prohibited under the provisions of Chapter 7.5 (beginning with Section 311) of Title 9 of Part 1 the California Penal Code, and as such laws may be amended or supplemented.
- F. Prurient Interests. The Ad, or any material contained in it, contains harmful matter or any other matter that is prohibited under the provisions of Chapter 7.6 (beginning with Section 313) of Title 9 of Part 1 of the California Penal Code, and as such laws may be amended or supplemented.
- G. Profanity, Vulgarly, Riot. The Ad, or any material contained in it, is profane or vulgar, or presents a clear and present danger of causing a riot, disorder, or other imminent threat to public safety, peace or order.
- H. Community Standards. A material that is objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system.
- I. Libelous speech, Copyright infringement. The Ad, or any material contained in it, holds up an individual or groups of people to public ridicule, derision or embarrassment, or is libelous, or is an infringement of a copyright, trademark or registered mark.
- J. Tobacco. The Ad, or any material contained in it, promotes or depicts the sale or use of tobacco or tobacco-related products, except products that counteract symptoms of tobacco habituation.
- K. Alcohol. The Ad, or any material contained in it, promotes or depicts the sale or consumption of wine, liquor, beer, or distilled spirits.
- L. Firearms. The Ad, or any material contained in it, directly or indirectly promotes the sale or use of a firearm or contains an image or depiction of a firearm.

- M. Political Campaign Speech. The Ad, or any material contained in it, contains political campaign speech. For purposes of these guidelines, the term “political campaign speech” is speech that (1) supports or opposes or appears to support or oppose a ballot measure, initiative, or referendum, or (2) refers to any candidate for public office.
- N. Religion. The Ad, or any material contained in it, advocates or opposes a religion or religious belief.
- O. Traffic Interference. The Ad, or any material contained in it, displays any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.
- P. Distraction. The Ad, or any material contained in it, incorporates any rotating, revolving, or flashing devices, or any other moving parts.
- Q. Violence. The Ad, or any material contained in it, contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm on a person or animal.
- R. “Adult”-oriented goods or services. The Ad, or any material contained in it, promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated “X” or “NC-17”, video games rated “A” or “M,” adult book stores, adult video stores, nude and/or topless clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.
- S. Special provisions regarding web addresses and telephone numbers. The Ad, or any material contained in it, directs viewers to a website or telephone number that contains material that violates this Policy.
- T. Denigration. The Ad, or any material contained in it, denigrates any public agency’s organization, or its operations, or its officers, agents or employees. This prohibition includes advertising copy and illustrations that state or imply or could reasonably be expected to cause an interference to their service or operations.
- U. Public Forum. The Ad, or any material contained in it, if posted individually or in combination with other Ads, causes LTA Property to become a public forum for the dissemination, debate, and/or discussion of public issues.
- V. Disclaimer or Attribution. The Ad fails to contain any disclaimer or attribution as required under Section 6 and 7 of this Policy.

VI. Disclaimer

All advertisements on LTA Property or as authorized under any LTA contract shall include the following language “The views expressed in this advertisement do not necessarily reflect the views of the San Benito County Local Transportation Authority.”

VII. Attribution

All advertisements or announcements on LTA Property must clearly and unambiguously identify the person or entity that has sponsored, paid for, or caused the advertisement or announcement to be placed on LTA Property. Website addresses or phone numbers without more information are insufficient to satisfy this section.

VIII. Unilateral Amendment

The LTA reserves the right to unilaterally amend this policy at any time upon providing written notice to any affiliated advertising contractor.

IX. Moratorium

At the discretion of the Executive Director, the LTA may at any time, subject to any contractual obligations, declare a complete ban or moratorium on all advertising on any real or personal property under the LTA's control and direct that no advertisements or announcements of any kind, other than LTA advertisements or announcements, be accepted for display and posting.

X. Disputes

In the event of any dispute or disagreement between the LTA and the contracted Advertising Agency, the dispute will be handled in the manner outlined in the contract.

~ END APPENDIX C ~

**APPENDIX D
ATTESTATION OF COMPLIANCE**

To be completed by all Proposing Firms and All Individual Subcontractors

(Please check each box, sign this form and submit it with your response.)

Name of Individual Completing this Form: _____

The Form is Submitted on Behalf of Firm: _____

Name of RFP: RFP #2010-001: Transit Advertising Service on County Express Vehicles and Facilities

1. I attest that I and all members of the firm listed above will and have complied to date with Exhibit 6.A.12 of the above RFP. Yes

2. I understand that if my firm or any members of the firm listed above are found to be in violation of Exhibit 6.A.12 of the above RFP, this will disqualify my firm and any Proposal in which my firm is named from further consideration. Yes

I have entered required responses to the above questions to the best of my knowledge and belief.

Authorized Representative Name and Title: _____

Authorized Representative Signature: _____

Date _____

~ END APPENDIX D ~

APPENDIX E
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS

1. By signing and submitting its Proposal, the Proposer or proposed subcontractor certifies as follows:

(Proposer or Proposed Subcontractor Business Name)

certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
 - b. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and
 - d. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (Federal, state, or local) terminated for cause or default.
2. Where the firm executing this RFP Appendix E is unable to certify to any of the statements in this certification, such firm shall attach a detailed explanation of facts that prevent such certification.
3. The certification in this clause is a material representation on fact relied upon by the San Benito County Local Transportation Authority (LTA).

As the authorized certifying official, I hereby certify that the above-specified certifications are true.

Business Name: _____

Authorized Representative Name and Title: _____

Authorized Representative Signature: _____

Date _____

~ END APPENDIX E ~

APPENDIX F CERTIFICATION REGARDING LOBBYING

(Proposer or Proposed Subcontractor Business Name)

certifies that it will not and has not paid any person or organization for influencing or attempting to influence a member of the San Benito County Local Transportation Authority (LTA) Board of Directors, or an officer or employee of the San Benito County Local Transportation Authority in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in this Request for Proposals. The Proposer or proposed subcontractor submitting this certification shall also disclose the name of any lobbyist who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals.

This certification is a material representation of fact upon which reliance was placed for the purposes of the LTA's evaluation of Proposals and award of a contract pursuant to the Request for Proposals. Submission of this certification is a prerequisite for submitting a Proposal responsive to the Request for Proposals.

Following submission of Proposals with this signed certification, any firm who 1) pays any person or organization for influencing or attempting to influence a member of the LTA Board of Directors, or an officer or employee of the San Benito County Local Transportation Authority in connection with the contract to be awarded pursuant to this Request for Proposals, except as expressly authorized in the RFP, 2) fails to disclose the name of any lobbyist who has made lobbying contacts on its behalf with respect to the contract to be awarded pursuant to this Request for Proposals, or 3) pays or agrees to pay to any LTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the LTA any fee or commission, or any other thing of value contingent on the award of a contract, will disqualify any Proposal in which that firm is named as a prime contractor, joint venture partner or subcontractor from the selection process.

By signing and submitting its proposal, the Proposer or proposed subcontractor also certifies to the LTA that the Proposer or proposed subcontractor has not paid, nor agreed to pay, and will not pay or agree to pay, any fee or commission, or any other thing of value contingent on the award of a contract to any LTA employee or official or to any member of the selection panel or other person involved in the making of the contract on behalf of the LTA.

As the authorized certifying official, I hereby certify that the above-specified certifications are true.

Business Name: _____

Authorized Representative Name and Title: _____

Authorized Representative Signature: _____

Date _____

~ END APPENDIX F ~

APPENDIX G CONSULTANT DBE/LBE/SBE PARTICIPATION REPORT

NAME OF FIRMS, ADDRESS, TELEPHONE NO. AND CONTACT PERSON; FEDERAL I.D. NO. (or STATE I.D. NO.)	DBE/LBE/SBE		NON- DBE/LBE/SBE		SCOPE OF WORK & CERTIFICATION TYPE & CERT. NO.	% OF PROJECT WORK	ANTICIPATED DOLLAR VALUE OF PARTICIPATION
	Male	Female	Male	Female			

Total D/L/SBE (Male): _____

Name of Authorized Officer of Consultant Firm (Print or Type)

Total D/L/SBE (Female): _____

Signature of Authorized Officer of Consultant Firm (Print or Type)

Total Non D/L/SBE (Male): _____

Date

Total Non D/L/SBE (Female): _____

~ END APPENDIX G ~

**APPENDIX H
ACKNOWLEDGEMENT OF ADDENDA**

(Proposer or Proposed Subcontractor Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Authorized Representative Name and Title: _____

Authorized Representative Signature: _____

Date _____

~ END APPENDIX H ~