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# NOTICE OF REQUEST FOR PROPOSALS

Glenn Transit Service (GTS) is requesting proposals for “turnkey” Exterior Bus Advertising Services for its bus system. Services include, but are not limited to: the sale and placement of advertising; executive and administrative management; coordination of advertising production; maintenance of advertising; customer relations; preparation of reports of financial and other matters pertaining to the service; and such other work as may be necessary to comply with the requirements contained in the contract specifications.

Firms interested in making proposals should obtain the detailed Request for Proposals by contacting:

Glenn Transit Service  
c/o: Mardy Thomas, Senior Planner  
225 N. Tehama Street  
Willows, CA 95988  
Telephone: (530) 934-6540  
FAX: (530) 934-6103  
e-mail: [transit@countyofglenn.net](mailto:transit@countyofglenn.net)

**Proposals will be received at the above address until 3:00 p.m., Friday, February 11, 2022.** Proposals must be clearly marked “GTS Bus Advertising RFP”.

A pre proposal conference will be Tuesday, January 25, 2022 at 3:30 p.m. at the Glenn County Planning and Community Development Services Agency in the conference room at 225 N. Tehama Street; Willows, CA. 9598. Though not required, attendance is highly recommended and may be taken into when reviewing the proposals.

All proposals and related documents shall be subject to a federal financial assistance agreement between GTS and the California Department of Transportation pursuant to the Federal Transit Act, as amended, and terms and conditions established under that Act would apply. All offerors will be required to certify that they are not on the Comptroller General’s list of ineligible contractors. Successful offeror will be required to comply with all applicable safety and health standards, and Equal Employment Opportunity laws and regulations.

GTS hereby notifies all offerors that it will affirmatively ensure that Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. GTS reserves the right to accept or reject any or all proposals.

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# REQUEST FOR PROPOSAL

## EXTERIOR BUS ADVERTISING SERVICES FOR THE GLENN TRANSIT BUS SYSTEM

### I. PROJECT DESCRIPTION

#### A. AREA PROFILE

Glenn County is located within the central portion of the North Sacramento Valley and encompasses 1,314.8 square miles of land ranging from the Mendocino National Forest on the west to the Sacramento River on the east. The cities of Orland, Willows, and the community of Hamilton City are the primary population centers within the County. Agriculture (including agriculture-related manufacturing) is the largest employment sector followed by government, retail, and the services industry. Many residents commute to and from the Chico area in nearby Butte County for employment, shopping, medical, higher education, or other services not available in local communities.

The State of California, Department of Finance estimates Glenn County's population to be 29,679 persons. 72% percent of the population is over the age of 18. 18% of the people in Glenn County are over 60 years of age. 37% of the people in Glenn County are Hispanic or Latino. Glenn County's average population above 60 years of age is slightly higher than the state average.

Interstate 5 runs north and south through the center of the county and serves as the major route for commerce and travel to other regions. State Routes 32 and 162 serve as major travel routes to the east and the larger population centers in Butte County such as Chico and Oroville. State Route 45 serves as the primary north-south route along the Sacramento River. These State Routes are heavily traveled as they represent the major transit routes to the Chico area in Butte County.

#### B. GLENN TRANSIT SERVICE

Glenn Transit Service (GTS) is a joint powers agency that was formed in 1987 between Glenn County, the City of Orland and the City of Willows to provide transportation services. GTS was established along with its governing body, the Regional Transit Committee. The Committee consists of six representatives: two from Glenn County; two from the City of Orland and two from the City of Willows. This Committee is responsible for the operations of transit services offered in Glenn County. The Regional Transit Committee funds transit services through a combination of passenger fare revenue, Transportation Development Act (sales tax) funding and Federal Transit Administration funds.

Since 2006, GTS has contracted with Paratransit Services, Inc. to provide for the operational needs of the transit system. Vehicle maintenance is provided through an agreement with the Glenn County Public Works Agency.

### C. TRANSIT SERVICES

GTS services operate an estimated 8,000 vehicle revenue hours and carry approximately 61,000 people on an annual basis. Bus routes and schedules are detailed on the transit website at [www.gcppwa.net/transportation](http://www.gcppwa.net/transportation) . These services are summarized as follows:

- **Dial-A-Ride** is a demand response transit service that operates two days a week (Tuesday and Friday) from 10am to 4pm in the cities of Orland and Willows. The service area is 1.5 mile radius from each respective city hall with some exceptions. This service is available to individuals who qualify for a transit service card (see website for eligibility criteria).
- **Glenn Ride** is an interregional fixed route service which operates one route which travels from the City of Willows to the Chico area. This service provides seven round trips per day Monday –Friday and operates between the hours of 5:15am to 8:15pm. On Saturdays, this service makes 3 round trips between the hours of 8:00am and 7:30pm. This service travels through the Willows, Artois, Orland, Hamilton City and Chico communities which are the more populated areas in the region.

Transit services do not run on the following holidays: New Year’s, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. A reduced schedule is observed on the following days: Martin Luther King, Jr.’s Birthday, Presidents Day, Veterans Day, the day after Thanksgiving, Christmas Eve, and New Year’s Eve.

### D. TRANSIT FLEET

The GTS fleet is composed of 14 vehicles; 12 of which are currently in service. The following provides an inventory of the three types:

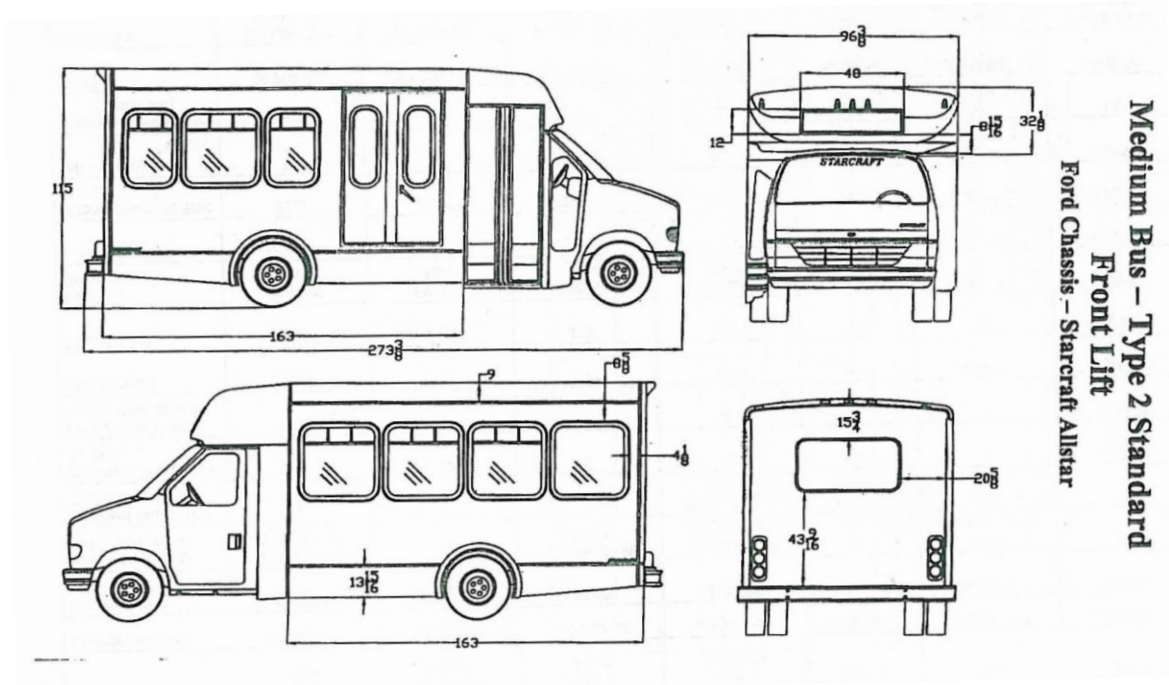
- **Four (4) Gillig 40’ buses.** These buses are depicted in the photographs below and are for the Glenn Ride interregional fixed route.



Two (2) Glaval Titan/GMC 5500 32' buses. These buses are depicted in the photographs below and are used for the Glenn Ride interregional fixed route.



- **Six (6) E450 Starcraft Allstar Type II buses (23')**. These buses are depicted below in the photograph/drawing and are used for the Dial-A-Ride service within the Cities of Orland and Willows.





#### E. EXTERIOR ADVERTISING SPACE

GTS is interested in generating revenue from the sale of advertising space on the rear, curb, and driver sides of its buses. Since there is also a desire to preserve the system identity, GTS requests that OFFERORS consider ways to preserve existing logos, particularly on the sides of vehicles, or to propose a phased implementation, based on selling the rear sides first, to allow time for community acceptance and/or GTS modification of logo schemes.

#### F. OPERATIONS AND MAINTENANCE FACILITY

GTS vehicles are maintained at the Glenn County Public Works Agency yard located at 453 E. County Road 49½ in Willows, CA. This facility is lighted, security fenced, and has adequate service and wash bay space to allow for sheltered installation of advertising materials. All but two of the vehicles are stored at this facility. The remaining two will be rotated into the facility as needed.

## II. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

The following shall be considered an essential part of this Request for Proposals (RFP).

#### A. GENERAL INFORMATION

Proposals are requested by Glenn Transit Service, referred to as "GTS" herein, for "turnkey" Exterior Bus Advertising Services for its bus system. For purposes of this RFP, independent contractors interested in submitting proposals are referred to as "OFFEROR," "PROPOSER" or "CONTRACTOR".

Incorporated into this RFP is a DRAFT AGREEMENT that specifies the scope of work required. The successful OFFEROR to whom an award is made will be required to enter into an agreement with GTS substantially similar to the DRAFT AGREEMENT. The final AGREEMENT will incorporate changes or revisions necessitated by the RFP process and negotiations, and will be subject to review and approval of GTS Legal Counsel.

The selected OFFEROR will be responsible for meeting all requirements as specified in the DRAFT AGREEMENT, including, but not limited to, advertising policy compliance, installation and maintenance of advertising, recordkeeping, insurance coverage, and compliance with local, state, and federal laws and other legal requirements.

All proposals shall be for exterior bus advertising services for the GTS bus system, as specified and in all respects, so that the proposal contemplates and ensures a complete TURNKEY SYSTEM such that nothing remains to be purchased, provided or supplied by GTS, other than as noted within the provisions of this RFP. It is understood by each OFFEROR that this RFP requires, in all cases, all elements of a complete exterior bus advertising program for GTS.

## B. TENTATIVE SCHEDULE

The tentative schedule and description of events for this procurement of services is given below:

<u>Date:</u>	<u>Event:</u>
January 10, 2022	GTS issues RFP
January 25, 2022	Pre-proposal Conference at 3:30 PM.
February 1, 2022	Deadline for submitting written questions to GTS. Deadline for submitting protests to GTS.
<b>February 11, 2022</b>	<b><u>Proposals due 3:00 PM.</u></b> Non-public opening is held.
February 14 – 18, 2022	Panel evaluates proposals, determining which are responsive and fall within a competitive range.
February 22 – March 4, 2022	Panel evaluates proposals and negotiates with OFFERORS within a competitive range and makes a recommendation to GTS.
March 11, 2022	Best and Final Offers, if required, are due.
March 17, 2022	Selection of contractor and award of contract by GTS.
<b>March 21, 2022</b>	<b>Contractor starts service.</b>

These tentative dates, including the service startup date, are subject to change at the sole discretion of GTS.

## C. PRE-PROPOSAL CONFERENCE: QUESTIONS & COMMENTS

A pre-proposal conference will be held at 3:30 p.m. on Tuesday, January 25, 2022 in the Conference Room at the Glenn County Planning and Community Development Services Agency, 225 N. Tehama Street, Willows, CA for the purpose of receiving questions and comments pertaining to this RFP and the attached Agreement. While attendance at this meeting is not mandatory, it is highly recommended and may be taken into consideration when reviewing proposals.

Questions and comments may also be submitted in writing:

- At the pre-proposal conference; or,
- By mail or delivery service to GTS Bus Advertising RFP, c/o Mardy Thomas, Planning Manager, 225 N. Tehama Street, Willows, CA 95988; or,

- Faxed to (530) 934-6103; or,
- E-mail to [transit@countyofglenn.net](mailto:transit@countyofglenn.net)

Written questions and comments must be submitted by 10:00 a.m. on February 1, 2022. A written response to questions received at the pre-proposal conference and to written questions received by February 1, 2022 will be sent to all parties who have submitted questions, attended the pre-proposal conference, or expressed interest as of February 1, 2022. The written response is expected to be sent by February 8, 2022 as an addendum to this RFP. If an e-mail address or fax number is provided, the addendum will be sent by the preferred method. Otherwise, the addendum will be sent by first class mail.

#### D. RFP ADDENDA

Any changes to the RFP requirements will be made by written addenda by Mardy Thomas, Planning Manager, and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.

Addenda will be mailed (or transmitted by e-mail or fax if provided) to OFFERORS at the address provided by OFFERORS. All addenda shall be signed and attached to the PROPOSAL FORM. Failure to attach any addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

#### E. VERBAL AGREEMENT OR CONVERSATION

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of GTS shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

#### F. PROTESTS

Protests regarding any aspect of this RFP must be submitted in writing to GTS Bus Advertising RFP, c/o Mardy Thomas, Planning Manager, 225 N. Tehama Street, Willows, CA 95988 by 5:00 p.m. on February 1, 2022.

Under certain limited circumstances, and after the protester has exhausted all administrative remedies at GTS level, an interested party may protest to the California Department of Transportation (Caltrans) the award of a contract pursuant to an FTA Section 5311 grant.

Caltrans' review of any protest is limited to:

- 1) Violations of Federal or State law or regulations.
- 2) Violations of GTS's protest procedures.

- 3) Failure of GTS to review a complaint or protest.

The protest filed with Caltrans shall:

- 1) Include the name and address of the protester.
- 2) Identify GTS as the party responsible for the RFP process.
- 3) Contain a statement of the ground for protest and any supporting documentation.
- 4) Include a copy of the protest filed with GTS, and a copy of GTS decision, if any.
- 5) Indicate the desired relief from Caltrans.

Such protests should be sent to:

California Department of Transportation  
Division of Rail and Mass Transportation  
PO Box 942874  
Sacramento, CA 95814

A copy of such protests should also be sent to GTS. The deadline for submitting protests to Caltrans prior to proposal opening is February 8, 2022.

#### G. REQUIRED SUBMITTAL INFORMATION

Proposals must be received by GTS at the location stated in the “NOTICE OF REQUEST FOR PROPOSALS” prior to and **no later than 3:00 p.m., February 11, 2022. Proposals must be delivered to:**

**GTS Bus Advertising RFP  
c/o Mardy Thomas, Planning Manager  
225 N. Tehama Street  
Willows, CA 95988**

**Delivery Telephone: (530) 934-6540**

GTS will not be liable or responsible for any late delivery of proposals. Proposals received after the date and time specified will not be considered and will be returned to proposer unopened.

Each OFFEROR must submit at least one (1) original signed copy and five (5) duplicate copies of the complete proposal in sealed envelope(s) marked “GTS Bus Advertising RFP” and the name of the OFFEROR.

Proposals must be submitted on the PROPOSAL FORM provided and must include all required attachments. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto. The person signing the PROPOSAL FORM must initial all corrections in ink.

Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.

If the proposal consists of a “prime” contractor and one or more subcontractors, the proposer shall identify the subcontractors in the areas of their responsibility; but GTS will enter into an agreement only with the prime contractor who shall be responsible for all services required by this RFP and the attached AGREEMENT.

By submitting a proposal, the OFFEROR certifies that his or her name (as well as the name of any proposed subcontractor) does not appear on the Comptroller General’s List of Ineligible Contractors for federally assisted projects.

No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for ninety (90) days after the final proposal submission date.

#### H. PUBLIC RECORDS AND CONFIDENTIALITY

The proposals shall be held in confidence and shall not be available for public review (Government Code Section 6254 (h) and (k)) until all negotiations are complete and a GTS meeting agenda is released with a recommendation for award. Upon release of such agenda, all proposals shall be public records unless the information is exempt from disclosure by law.

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between GTS and the PROPOSER shall be available to the public.

If the PROPOSER believes any communication contains trade secrets or other proprietary information that the PROPOSER believes would cause substantial injury to the PROPOSER’s competitive position if disclosed, the PROPOSER shall request that GTS withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The PROPOSER may not designate its entire proposal or bid as confidential. Additionally, PROPOSER may not designate its cost proposal or any required bid forms or certifications as confidential.

If PROPOSER requests that GTS withhold from disclosure information identified as confidential, and GTS complies with the PROPOSER's request, PROPOSER shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless GTS from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the PROPOSER information), and pay any and all costs and expenses related to the withholding of PROPOSER information.

PROPOSER shall not make a claim, sue or maintain any legal action against GTS or its directors, officers, employees or agents in connection with the withholding from disclosure of PROPOSER information.

If PROPOSER does not request that GTS withhold from disclosure information identified as confidential, GTS shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to GTS.

#### I. SCREENING, SELECTION, AND AWARD

Screening and selection will take place through the process described below. Contract award will be made to the OFFEROR which (a) meets REQUIRED QUALIFICATIONS OF CONTRACTOR specified in Part III of this RFP, and (b) submits the proposal considered most advantageous to GTS based on the EVALUATION CRITERIA set forth under Part IV of this RFP.

Negotiations may or may not be conducted with OFFERORS; hence, the proposal should include the OFFERORS' most favorable terms and conditions since selection may be made without discussion with any OFFEROR.

The Screening and selection process will be as follows:

Step 1: Sealed proposals will be opened and evaluated to determine compliance with REQUIRED QUALIFICATIONS OF CONTRACTOR. Proposals meeting specified requirements will be considered responsive and will be included in Step 2.

Step 2: Responsive proposals will be reviewed by an evaluation panel based on the EVALUATION CRITERIA of this RFP and the weighting assigned thereto. Weighted scores from all panel members will then be added and a percentage value will be calculated and assigned to each proposal. Following such evaluation, a decision will be made whether to recommend award of the contract without further discussion to the OFFEROR receiving the highest score, or to negotiate with OFFERORS within a competitive range.

If a decision is made to conduct negotiations, OFFERORS within a competitive range will be interviewed between February 22 and March 4, 2022. The purpose

of such interviews will be to obtain additional information or clarification of OFFERORS' proposals, and to discuss modifications of such proposals. A senior manager authorized to commit on behalf of the OFFEROR shall be present at interviews.

OFFERORS will then be given an opportunity to submit "best and final" offers. Such offers shall include any modifications made to the original proposals. "Best and final" offers must be received at the following address by no later than 10:00 a.m. on Monday, March 11, 2022.

**BEST & FINAL TRANSMITTAL ADDRESS:**

**GTS Bus Advertising RFP  
c/o Mardy Thomas, Planning Manager  
225 N. Tehama Street  
Willows, CA 95988**

**Delivery Telephone: (530) 934-6540**

Step 3: The evaluation panel will review "best and final" offers and then, using the same evaluation criteria and weighting system described earlier, provide scores based on the proposal, interviews, negotiations, and best and final offer. Weighted scores from all members will be added to determine which proposal has the highest score. The evaluation panel will then recommend one firm, based on the results of the final scoring, for Regional Transit Committee's approval. Approval is expected by March 17, 2022.

GTS reserves the right to withdraw this RFP at any time without prior notice. Further, GTS reserves the right to modify the RFP schedule described above. GTS also makes no representations that any contract will be awarded to any OFFEROR responding to this RFP. GTS expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsibility and responsiveness of any OFFEROR and of the suitability of the materials and/or services to be rendered.

**J. ATTEMPT TO INFLUENCE OFFICIALS**

With the exception of contacting Mardy Thomas to ask questions regarding this RFP, any party submitting a proposal shall not contact or lobby any Regional Transit Committee member, or any employee, or agent regarding the RFP. Any party attempting to influence the proposal, submittal

and review process through ex parte contact of any GTS official shall have their proposal disqualified.

K. EXCEPTIONS

OFFERORS may not, after exhausting protest avenues, take exception or make alterations to any requirement of this RFP.

L. ALTERNATIVES

If an alternative proposal is submitted, it must be clearly identified as such. No such proposal shall be considered unless it satisfies all requirements of this RFP. GTS expressly reserves the right in its sole discretion to consider such alternate proposals and to award a contract based thereon if determined to be in GTS's best interest.

M. OFFEROR'S REPRESENTATIONS

In submitting a proposal, the OFFEROR affirms that he or she is familiar with all requirements of the RFP and has sufficiently informed himself or herself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment or facilities called for in this RFP; that he or she has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the OFFEROR and are a complete statement of his or her prices for performing the work or furnishing the labor, supplies, materials, equipment or facilities required. The above provisions shall apply equally to any proposal modifications submitted by OFFEROR in a "best and final" offer.

N. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by OFFEROR in: (1) preparing the proposal in response to this RFP; (2) submitting the proposal to GTS; (3) negotiating with GTS any matter related to this RFP; (4) any other expenses incurred by the OFFEROR prior to the date of award, if any, of the proposed AGREEMENT.

GTS shall not, in any event, be liable for any pre-contractual expenses incurred by OFFEROR. OFFEROR shall not include any such expenses as a part of the price proposed in response to this RFP.

O. COMPLIANCE WITH LAWS REQUIREMENTS

By submitting a proposal, OFFEROR certifies that he or she will comply with all local, state and federal laws and requirements including, but not limited to, Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection, Americans with Disabilities Act, and other laws and regulations applicable to contracts utilizing state and/or federal funds. In connection



with this project, the OFFEROR shall not discriminate on the grounds of race, color, or national origin.

**P. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION**

Contractors are advised that, as required by federal law, the California Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

**Q. INTERPRETATION**

The laws of the State of California shall govern all the rights and duties of the successful OFFEROR and GTS under the contract entered into pursuant to this RFP.

**R. EXECUTION OF THE AGREEMENT**

If the CONTRACTOR is an individual, he or she shall execute the AGREEMENT personally. If the CONTRACTOR is a partnership, the AGREEMENT shall be executed by all partners, or by a managing general partner lawfully empowered to bind the partnership. If the CONTRACTOR is a limited liability company, a person authorized by the limited liability company to execute written contracts on its behalf must execute the AGREEMENT. If the CONTRACTOR is a corporation, it must be executed by an officer of the corporation, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate

seal is not affixed to the AGREEMENT, or if a person other than an officer executes it, there must be attached to the AGREEMENT a certified copy of a resolution of the corporation authorizing such officer or person to execute written agreements for and on behalf of the corporation. If the CONTRACTOR is a joint venture, the AGREEMENT must be executed on behalf of each participating firm by officers or other officials who have full and proper authorization to do so.

### **III. REQUIRED QUALIFICATIONS OF CONTRACTOR (STEP1)**

Proposals for the management, operation and maintenance “turnkey” exterior bus advertising for the GTS public transit system will be evaluated by GTS to determine whether or not they meet the following required minimum qualifications. ANY PROPOSAL WHICH FAILS ON ANY OF THESE ITEMS MAY BE CONSIDERED NONRESPONSIVE AND MAY BE REJECTED.

#### **A. CONFLICT OF INTEREST/INELIGIBILITY**

Any proposal, which indicates a conflict of interest or is on the Comptroller General’s list of ineligible contractors for federally-assisted projects, will be considered non-responsive and will be rejected.

#### **B. EXPERIENCE AND CAPACITY TO PERFORM CONTRACT REQUIREMENTS**

In order to be considered a responsive OFFEROR, the OFFEROR must have all of the following:

1. The OFFEROR must demonstrate extensive, recent experience (at least five years) in providing public transit advertising services, or in a closely related advertising business. The OFFEROR should demonstrate experience and familiarity with marketing and advertising concepts, advertising sales, client relations, production of advertising signs and graphic materials, application of advertising materials to vehicles, preparation of reports of financial and other matters pertaining to the proposed advertising services, and such other work as may be necessary to comply with the requirements contained in the contract specifications.
2. A statement of qualifications demonstrating the foregoing and listing the OFFEROR’S experience in the advertising field, together with the names, addresses and telephone numbers of other clients, including **all** other public transit system clients in California shall be furnished with the proposal.
3. The OFFEROR should submit a description of the firm’s organizational structure, history, legal status (i.e., sole proprietor, partnership, corporation, etc.), list of owners and officers, capabilities and experience, and management philosophy.

4. The OFFEROR must have and identify a proposed manager who has performed well in similar jobs (include resume) and has at least three (3) years recent experience in managing advertising services. The OFFEROR shall describe how the proposed manager will have a local presence in Glenn County.
5. The OFFEROR must prove to GTS's satisfaction that the proposer possesses and will commit sufficient organizational/manpower resources dedicated to GTS to effectively provide GTS advertising services. The OFFEROR shall describe the personnel to be employed, the number of hours to be committed to the GTS project, and the qualifications of the key staff to be involved with the project, including a summary of similar work performed.
6. The OFFEROR must describe where the sales force, office personnel, and work force to install, maintain, and remove advertising displays will be located. The OFFEROR must describe how the sales, office, and work force will have a local presence in Glenn County, as well the level of commitment these forces will have to the GTS project as opposed to other projects or activities.
7. The OFFEROR must have a satisfactory record of performance, including positive references from other recent clients.
8. If subcontractors are to be used, the prospective contractor must submit a description of each person or firm and the work to be done by each subcontractor.
9. The insurance and bonding requirements of this RFP, including the DRAFT AGREEMENT, will be considered minimum requirements and must be complied with in every respect.
10. The OFFEROR should demonstrate adequate financial capacity. Ideally, the OFFEROR would submit audited financial reports for each of the past three years. All financial information submitted will be held in confidence if requested (please see item II-H).

C. CONTRACT OPTIONS

To be considered responsive, OFFEROR must respond to the requested contract options, if any.

D. BUSINESS PLAN

Each OFFEROR shall submit a business plan setting forth the proposed advertising locations to be used on each vehicle sub fleet, any phased approach to utilizing these locations, the sequence of

activities and events required to establish the transit advertising program, and sales objectives through at least the first year under the new AGREEMENT.

#### **IV. EVALUATION AND SELECTION CRITERIA (STEPS 2 & 3)**

##### **A. CRITERIA TO DETERMINE PROPOSALS WITHIN A COMPETITIVE RANGE (STEP 2)**

Responsive proposals will be evaluated in accordance with the following four evaluation and selection criteria, listed in general order of relative importance (exact weighting of categories will not be revealed until after a contractor has been selected).

##### **1. Responsiveness and Comprehensiveness of the Proposal**

##### **2. Qualifications of the Individual or Firm**

Professional ability of the firm to carry out the proposed project, including the capabilities of personnel, knowledge of the project requirements, financial capacity, and knowledge of applicable laws and potential legal issues.

##### **3. Experience and Performance**

Experience and performance in providing transit advertising or similar services.

##### **4. Price/Cost**

In evaluating the price/cost for the OFFEROR'S services, the evaluation panel will consider the viability of the proposed business plan to generate advertising revenue and the percentage of the net advertising revenue to be paid for Contractor services.

##### **B. FINAL SELECTION (STEP 3)**

The above selection criteria, after conducting interviews, negotiations, and receiving best and final offers.

## V. PROPOSAL FORM

This PROPOSAL FORM is to be used to submit the OFFEROR’S FIXED PERCENTAGE PAYMENT to be retained from NET ADVERTISING REVENUE as set out in Section 9 of the DRAFT AGREEMENT. The projected advertising revenue must be based on the OFFEROR’S proposed business plan and the various options described herein. Should the OFFEROR desire to submit a proposal under more than one option, please do so separately.

### OPTION A

Under Option A, OFFEROR shall submit the OFFEROR’S FIXED PERCENTAGE PAYMENT to be retained from NET ADVERTISING REVENUE as set out in Section 9 of the DRAFT AGREEMENT based on advertising space being restricted to the tail end of the bus.

Projected Revenue & Retention	Year 1	Year 2	Year 3
Projected Gross Advertising Revenue <sup>1</sup>	\$	\$	\$
Deductions (agencies, taxes) <sup>2</sup>	\$	\$	\$
Projected Net Advertising Revenue <sup>3</sup>	\$	\$	\$
Proposed Fixed Percentage Payment <sup>4</sup>	%	%	%
NET PROJECTED INCOME TO GTS <sup>5</sup>	\$	\$	\$

1. Projected Gross Advertising Revenue as defined in Section 9.1.1 of the DRAFT AGREEMENT and based on the business plan of OFFEROR’S proposal.
2. Deductions are those deductions allowed from the Gross Advertising Revenue in accordance with Section 9.2 of the DRAFT AGREEMENT to arrive at Net Advertising Revenue.
3. Projected Net Advertising Revenue as defined in Section 9.1.2 of the DRAFT AGREEMENT.
4. Proposed Fixed Percentage Payment is the firm fixed percentage of Net Advertising Revenue that OFFEROR proposes as full payment for all services to be provided. It is to be entered as a percentage, and then calculated as a dollar amount based on the percentage retained from Projected Net Advertising Revenue.
5. NET PROJECTED INCOME TO GTS: Please calculate the net projected income based on the proposal business plan and firm fixed percentage payment (retention) to Contractor.

## OPTION B

Under Option B, OFFEROR shall submit the OFFEROR'S FIXED PERCENTAGE PAYMENT to be retained from NET ADVERTISING REVENUE as set out in Section 9 of the DRAFT AGREEMENT based on an advertising layout plan as described in OFFEROR'S BUSINESS PLAN which is intended to balance the desire to maximize advertising revenue with the desire to preserve Glenn Transit Service identification graphics.

Projected Revenue & Retention	Year 1	Year 2	Year 3
Projected Gross Advertising Revenue <sup>1</sup>	\$	\$	\$
Deductions (agencies, taxes) <sup>2</sup>	\$	\$	\$
Projected Net Advertising Revenue <sup>3</sup>	\$	\$	\$
Proposed Fixed Percentage Payment <sup>4</sup>	%	%	%
NET PROJECTED INCOME TO GTS <sup>5</sup>	\$	\$	\$

1. Projected Gross Advertising Revenue as defined in Section 9.1.1 of the DRAFT AGREEMENT and based on the business plan of OFFEROR'S proposal.
2. Deductions are those deductions allowed from the Gross Advertising Revenue in accordance with Section 9.2 of the DRAFT AGREEMENT to arrive at Net Advertising Revenue.
3. Projected Net Advertising Revenue as defined in Section 9.1.2 of the DRAFT AGREEMENT.
4. Proposed Fixed Percentage Payment is the firm fixed percentage of Net Advertising Revenue that OFFEROR proposes as full payment for all services to be provided. It is to be entered as a percentage, and then calculated as a dollar amount based on the percentage retained from Projected Net Advertising Revenue.
5. NET PROJECTED INCOME TO GTS: Please calculate the net projected income based on the proposal business plan and firm fixed percentage payment (retention) to Contractor.

## OPTION C

Under Option C, OFFEROR shall submit the OFFEROR’S FIXED PERCENTAGE PAYMENT to be retained from NET ADVERTISING REVENUE as set out in Section 9 of the DRAFT AGREEMENT based on an advertising layout plan as described in OFFEROR’S BUSINESS PLAN which is intended to maximize advertising revenue. Under this option it is anticipated full wrap advertising covering all of the tail and sides of buses shall be allowed and only a minimum amount of space will be reserved for Glenn Transit Service identification graphics.

Projected Revenue & Retention	Year 1	Year 2	Year 3
Projected Gross Advertising Revenue <sup>1</sup>	\$	\$	\$
Deductions (agencies, taxes) <sup>2</sup>	\$	\$	\$
Projected Net Advertising Revenue <sup>3</sup>	\$	\$	\$
Proposed Fixed Percentage Payment <sup>4</sup>	%	%	%
NET PROJECTED INCOME TO GTS <sup>5</sup>	\$	\$	\$

1. Projected Gross Advertising Revenue as defined in Section 9.1.1 of the DRAFT AGREEMENT and based on the business plan of OFFEROR’S proposal.
2. Deductions are those deductions allowed from the Gross Advertising Revenue in accordance with Section 9.2 of the DRAFT AGREEMENT to arrive at Net Advertising Revenue.
3. Projected Net Advertising Revenue as defined in Section 9.1.2 of the DRAFT AGREEMENT.
4. Proposed Fixed Percentage Payment is the firm fixed percentage of Net Advertising Revenue that OFFEROR proposes as full payment for all services to be provided. It is to be entered as a percentage, and then calculated as a dollar amount based on the percentage retained from Projected Net Advertising Revenue.
5. NET PROJECTED INCOME TO GTS: Please calculate the net projected income based on the proposal business plan and firm fixed percentage payment (retention) to Contractor.

**VI. PROPOSAL FORM CHECKLIST**

ATTACHED TO THIS PROPOSAL ARE THE FOLLOWING ITEMS:

- Any and all Addenda which may have been issued by GTS in connection with this RFP.
- Statement of Qualifications
- References
- Organization Description
- Description of Accounting and Reporting System
- Description of Insurance (including statement of loss experience and pending claims)
- Financial Statements or other evidence of financial capacity.
- Business Plan for the Exterior Bus Advertising Program on Glenn Transit Service.
- Time Schedule for Start-Up

**Offeror:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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



# **DRAFT AGREEMENT**

## **GLENN TRANSIT SERVICE**

### **EXTERIOR BUS ADVERTISING SERVICES**

This AGREEMENT for management of the Exterior Bus Advertising on Glenn Transit Service, hereinafter referred to as "GLENN TRANSIT" is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between the Regional Transit Committee, hereinafter referred to as "RTC" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

#### **WITNESSETH**

**WHEREAS**, the RTC has determined that it requires management of Exterior Bus Advertising services for GLENN TRANSIT; and

**WHEREAS**, CONTRACTOR has represented that it has the necessary expertise and personnel and is qualified to perform such services;

**NOW, THEREFORE**, it is mutually understood and agreed as follows:

#### **1. COMPLETE AGREEMENT**

This AGREEMENT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the AGREEMENT between the RTC and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this AGREEMENT shall not affect the validity of other provisions. RTC's failure to insist in one or more instances upon the performance of any term or terms of this AGREEMENT shall not be construed as a waiver or relinquishment of RTC's right to such performance by CONTRACTOR.

#### **2. RTC DESIGNEE**

The EXECUTIVE DIRECTOR of the RTC or his/her DESIGNEE, shall have the authority to act for and exercise any of the rights of RTC as set forth in the herein AGREEMENT, subsequent to the authorization by RTC.

#### **3. EMPLOYMENT OF THE CONTRACTOR**

RTC hereby engages the CONTRACTOR and the CONTRACTOR agrees to perform the services, hereinafter described in connection with management of exterior bus advertising services on GLENN TRANSIT.

#### **4. INDEPENDENT CONTRACTOR**

CONTRACTOR'S relationship to RTC in performance of this agreement is that of an independent contractor. The personnel performing services under this AGREEMENT shall at all times be under CONTRACTOR'S exclusive direction and control and shall be employees of CONTRACTOR and not employees of RTC. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this AGREEMENT and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters. CONTRACTOR shall notify its employees by written notice that any and all obligations in connection with their employment are those of the CONTRACTOR and not of the RTC.

#### **5. SCOPE OF WORK**

Subject only to the general policies and direction of the RTC with regard to exterior bus advertising on GLENN TRANSIT buses, and to the provisions and requirements of this AGREEMENT, CONTRACTOR shall, upon receiving RTC's notice to proceed, do all things necessary to promote, supervise, operate and maintain the GLENN TRANSIT exterior bus advertising program, including but not limited to the following services: the placement of advertisements; executive and administrative management; installation, cleaning, repair and maintenance of advertisements; customer relations; preparation of reports of financial and other matters pertaining to the operation of service; and such other work as may be necessary to comply with the requirements contained in these specifications.

##### 5.1 COMPLIANCE WITH RTC ADVERTISING POLICY AND INDUSTRY STANDARDS

The CONTRACTOR shall comply with RTC advertising policy as adopted by RTC Resolution No. 2011-01, a copy of which is attached as Exhibit A and incorporated herein, and with any applicable laws, regulations, or industry standards.

##### 5.2 RTC USE OF UNSOLD SPACE

RTC reserves the right to use any unsold exterior bus advertising space for its exclusive use for any advertising or promotion or purpose it deems to be in the interests of RTC. Production of any advertising materials for this purpose is the responsibility of RTC.

##### 5.3 SELF PROMOTION

The CONTRACTOR is not allowed to engage in unpaid self-promotion without prior written approval from RTC.

##### 5.4 SPACE AVAILABILITY

Space availability for advertising on GLENN TRANSIT vehicles may change during the period of this Agreement for reasons including, but not limited to, the acquisition of new vehicles,

the retiring of old vehicles, the use of new bus designs or configurations which do not allow for, or which modify, the exterior advertising capability.

#### 5.5 FLEET SIZE

The sole discretion for assignment of buses shall remain with RTC. Any reference in this document to any particular number or count of buses (e.g., the available fleet size) shall not be construed to carry any guarantee, expressed or implied, that any certain count of vehicles or fleet size shall be available to the CONTRACTOR for advertising displays at any given time. Up to twenty-five percent (25%) of the available fleet may not be in service during peak service hours. EXECUTIVE DIRECTOR, or his designee, shall be the sole judge of such matters of safety, convenience, appearance, the number of buses in operation, and the location of advertising materials on GLENN TRANSIT vehicles.

#### 5.6 NO ROUTE SPECIFIC ADVERTISEMENTS

Under no circumstances should advertisements be route specific and the CONTRACTOR shall not represent to potential advertisers that advertising can be route specific.

#### 5.7 COMMITMENT OF CONTRACTOR RESOURCES

The CONTRACTOR shall employ its best efforts to develop and make sales of advertising space and shall operate with a full commitment of the work force and other resources described in its Proposal To Provide Exterior Bus Advertising Services, which is attached hereto as Exhibit B.

#### 5.8 POLICY COMPLIANCE MONITORING

The CONTRACTOR shall review each advertisement submitted for display on RTC properties to determine whether or not the advertisement conforms with RTC Advertising Policy as referenced in Section 5.1.1, herein above. In the event that the CONTRACTOR determines that an advertisement does not conform to RTC Policy, the CONTRACTOR shall consult with the PLANNING MANAGER. If the PLANNING MANAGER concurs with the CONTRACTOR, then the CONTRACTOR may consult with the advertiser on potential revisions. If the CONTRACTOR and advertiser do not reach agreement on potential revisions, the advertiser shall be offered the opportunity to submit a written appeal to the EXECUTIVE DIRECTOR. The EXECUTIVE DIRECTOR will review the appeal and promptly provide a written notice of determination to the CONTRACTOR and advertiser. The EXECUTIVE DIRECTOR'S determination shall be final.

#### 5.9 LOCATION FOR ADVERTISEMENTS

Advertising will be permitted on exterior \_\_\_\_\_ of buses as illustrated in Exhibit C. Prior to the initial installation of vinyl advertisements, the EXECUTIVE DIRECTOR, or designee, will approve the exact location for placement of an advertisement, on non-permanent adhesive vinyl material, on each type of bus in the RTC fleet.

These locations will become the standard locations for placement of ads on buses within each sub fleet through the term of the agreement.

#### 5.10 PLACEMENT OF ADVERTISEMENTS

No advertisement will be allowed to interfere with any safety devices, lights, signals, required plates or decals, or distinctive logos on RTC vehicles without written consent of the EXECUTIVE DIRECTOR. This includes, but is not limited to, reflective materials, side directional lights, side reflectors and other features. In addition, advertising materials cannot interfere with the normal utilization of fuel or other access doors, vents, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance. Vinyl shall not be placed over any body moldings. Vinyl applied over body panel seams shall be sliced and tucked into those seams. Advertisements that are smaller than the allocated area shall be centered in the allocated area unless the EXECUTIVE DIRECTOR or his designee approves alternative placement. Advertising shall not be placed within one inch (1") of the GLENN TRANSIT service name or logo.

#### 5.11 MATERIAL AND APPEARANCE OF ADVERTISEMENTS

All exterior advertising installed on the exterior of RTC vehicles under this Agreement shall be of the non-permanent adhesive vinyl type, "direct application." The Contractor shall assure that all exterior advertisements are manufactured, installed, and removed in accordance with current industry standards. Each advertisement shall be applied so as to: (1) be free from wrinkles, blisters or similar defects; (2) be "squared" to the vehicle contour lines; and (3) present a sharp and clear appearance.

#### 5.12 DIMENSIONS OF ADVERTISEMENT

In no case shall the dimensions of any exterior advertising material exceed those dimensions defined in Exhibit C.

#### 5.13 CONTINUOUS ADVERTISEMENT

Once a vinyl is applied to the side of a vehicle, a vinyl advertisement in good repair of the same size must always be displayed in the same location. No "layering" of vinyl advertisements is permitted. The previous vinyl must be removed before application of a new vinyl.

#### 5.14 MAINTENANCE OF ADVERTISEMENTS

The CONTRACTOR shall be solely responsible to keep and maintain all of the advertising material placed on RTC buses in good condition, and will bear the full cost of any and all maintenance and repair of the materials. The CONTRACTOR shall remove immediately, no later than 24 hours from written notice given by RTC, any graffiti on the vinyls that is not removed during RTC's regular washing of the vehicles. CONTRACTOR shall promptly make other repairs as necessary to correct damage or defacement. CONTRACTOR shall remove all dated advertising materials within five (5) calendar days from its expiration date. "Dated Advertising Materials"

refers to advertising materials that are relevant to a specific time period or event that has been completed. In the event the CONTRACTOR fails to maintain advertising materials in good condition, free of damage and defacement, RTC may elect to repair, alter or remove the vinyl and to charge the CONTRACTOR for all labor and material costs for all such work. The CONTRACTOR agrees to pay RTC the cost of performing such work provided that the EXECUTIVE DIRECTOR gives the CONTRACTOR at least five (5) days written notice of the intent to repair, alter or remove the vinyl advertisement prior to undertaking such activity.

#### 5.15 RESTORATION OF BUS EXTERIOR SURFACE

Upon removal of vinyl advertisement, CONTRACTOR will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to RTC vehicles, their paint schemes or exterior surface. The CONTRACTOR will be notified of any such damage and RTC will not proceed with repair for 72 hours after notification to the CONTRACTOR to enable the CONTRACTOR time to inspect the damage if so desired. The CONTRACTOR shall be required to reimburse RTC for the full dollar cost to repair any damage to RTC vehicles and/or property resulting from application or removal of the vinyl advertisement or any other activities of the CONTRACTOR.

#### 5.16 SCHEDULING OF INSTALLATION, MAINTENANCE AND REPAIR WORK

CONTRACTOR must coordinate with the EXECUTIVE DIRECTOR, or his designee, to schedule work on all buses. RTC will make buses available to the CONTRACTOR as soon as is practicable based on daily pullout, scheduling, and maintenance requirements.

#### 5.17 LOCATION OF BUS STORAGE AND MAINTENANCE FACILITIES

RTC currently stores and maintains most vehicles at the Glenn County Public Works Agency Yard located at 453 E. County Road 49½, Willows, CA. All CONTRACTOR work shall be conducted at this facility unless the EXECUTIVE DIRECTOR provides written approval to utilize an alternate location. Up to three (3) RTC vehicles are stored at the County Maintenance Yard in Orland, CA. These buses may be scheduled into the Willows facility periodically to facilitate CONTRACTOR activities.

#### 5.18 CONTRACTOR INGRESS AND EGRESS

CONTRACTOR shall check-in with the on-duty maintenance supervisor before entering and shall checkout upon leaving Glenn County premises. CONTRACTOR shall provide identification badges for its employees to be worn at all times while on Glenn County property. CONTRACTOR shall use a clearly identifiable vehicle displaying business signs on doors or other agreed upon identifying characteristics for purposes of entering the Glenn County vehicle storage or shop areas. Unless other times are arranged in advance, ingress and egress by CONTRACTOR

personnel and vehicles shall be limited to 6:30 a.m. to 5:30 p.m. on Monday through Friday of each week, excluding RTC holidays.

#### 5.19 WORK ON GLENN COUNTY PROPERTY

RTC shall make every attempt to provide sufficient room in bus parking areas for installation, removal, maintenance and repair of advertising materials. Indoor space will only be available at the discretion of the on-duty maintenance supervisor. CONTRACTOR will provide all necessary parts, equipment, materials and/or tools required to perform the required work and will not store any parts, equipment, materials and/or tools on Glenn County property. CONTRACTOR shall be responsible to dispose of waste generated by its activities. CONTRACTOR shall perform work in such a manner as to eliminate unnecessary noise, obstruction, hazardous conditions or other disturbances to Glenn County and RTC operations, Glenn County and RTC personnel, and the public. CONTRACTOR shall keep work areas in a neat and safe condition. Any damage arising from the CONTRACTOR'S performance of work shall be repaired or remedied immediately at CONTRACTOR'S sole expense.

#### 5.20 ADVERTISING REVENUE AND PRICE RATES

Advertising revenue is defined in Section 9.1.1, herein below. Advertising price rates for exterior bus advertising shall be established by CONTRACTOR subject to prior written approval by RTC. CONTRACTOR shall assure that advertisers pay appropriate rates on a timely basis. CONTRACTOR shall reconcile advertising payments to exterior bus advertising use, keep advertising revenue secure, and account for advertising revenue in accordance with procedures to be proposed by the CONTRACTOR and subject to RTC approval. All advertising revenue of any kind or character is the sole property of RTC.

#### 5.21 STANDARD ADVERTISING SALES AGREEMENT

CONTRACTOR shall utilize a Standardized Advertising Sales Agreement which shall set out the complete terms of agreements between the CONTRACTOR and advertiser(s) for exterior bus advertising on GLENN TRANSIT. The Standardized Advertising Sales Agreement form shall be approved in writing by RTC prior to use, and shall be used for all advertising sales transactions related to exterior bus advertising on GLENN TRANSIT. Any deviation from the Standardized Advertising Sales Agreement must be approved by RTC prior to placement of advertising on GLENN TRANSIT.

#### 5.22 RECORDKEEPING

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to exterior bus advertising services performed for RTC under this Agreement on file for at least three (3) years following the date of final payment to RTC by CONTRACTOR. CONTRACTOR shall collect, record and report to the RTC on a quarterly basis all

accounting data in accordance with generally accepted accounting principles. All worksheets and detail information used to prepare these reports shall be available upon request. Each quarterly accounting report shall be provided to RTC within one month after the close of the applicable quarter.

## **6. CHANGES IN SCOPE OF WORK**

It is understood and agreed by RTC and CONTRACTOR that it may be necessary, from time to time, during the term of this AGREEMENT, to modify its provisions or to revise the scope and/or extent of GLENN TRANSIT public transit system operations. In each such instance, RTC and CONTRACTOR shall consult with each other and shall come to a mutually acceptable agreement as to the nature of the required modification or revision desired. Each modification or revision required shall be reduced to writing, and when appropriately executed by both parties, shall constitute an amendment to this AGREEMENT. Each amendment will be identified and sequentially numbered as "Amendment NO. 1" and so forth, shall be subject to all of the other applicable provisions of this AGREEMENT, and shall be attached to EXHIBIT "B", entitled "APPROVED AMENDMENTS - RTC AGREEMENT". Until an amendment has been approved in the foregoing manner, it shall have no force or effect.

## **7. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and save harmless the RTC and all of its officers, agents, employees, volunteers and assigns, from any and all claims, demands, damages, costs, expenses, judgments, and liability, including attorneys fees and other costs of defense incurred by RTC, whether for damage to or loss of property, or injury to or death of person, including properties of RTC, and injury to or death of any RTC officers, employees, volunteers, agents and assigns, arising out of or alleging to arise out of, or resulting from or in any way connected with this contract or attempted performance of the provisions hereof, unless such damage, loss, injury or death is caused solely by the negligence of RTC. This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

## **8. INSURANCE; BONDS; PERFORMANCE GUARANTEE**

### **8.1 INSURANCE**

With respect to performance of work under this AGREEMENT, CONTRACTOR shall secure and maintain, and shall require all of its subcontractors to maintain, insurance as described below:

8.1.1 WORKER'S COMPENSATION INSURANCE with statutory limits, and EMPLOYER'S LIABILITY INSURANCE with limits of not less than one million dollars (\$1,000,000) per occurrence. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance of the work of this Agreement.

8.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include products/completed operations liability, owner's and contractor's protective, blanket contractual liability, and broad form property damage coverage. Such insurance shall (1) name RTC and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds; (2) be primary with respect to any insurance or self-insurance programs maintained by the RTC; and (3) contain standard cross liability provisions.

8.1.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE with a combined single limit of not less than \$1,000,000 (one million dollars) per occurrence. Such insurance shall (1) include coverage for owned, hired and non-owned automobiles; (2) include Uninsured Motorist and Personal Injury Protection with coverage limits as required by law, (3) include Medical Payments with coverage limits of at least \$5000 per occurrence, (2) name RTC and all of its elected and appointed officials, officers, employees, volunteers, agents and assigns as insureds; (3) be primary for all purposes; and, (4) contain standard cross liability provisions.

8.1.4 ALL INSURANCE shall contain the following provisions:

- A. Coverage shall be on an "occurrence" basis.
- B. If Commercial General Liability or another form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate amount shall be twice the required occurrence limit.
- C. The Liability policy must cover personal injury as well as bodily injury.



- D. The Liability policy shall include a cross-liability or severability of interest endorsement.
- E. Broad form property damage liability must be afforded.
- F. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates or endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- G. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII.
- H. Policies shall name RTC and all of its appointed and elected officials, officers, employees, volunteers, agents and assigns as insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by insured will be called upon to contribute to a loss covered there under.

CONTRACTOR shall furnish properly executed Certificates of Insurance from insurance companies acceptable to RTC and signed copies of the specified endorsements for each policy prior to commencement of work under this AGREEMENT. Such documentation shall clearly evidence all coverage required above, including specific evidence of separate endorsements naming the RTC and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days written notice by certified mail, return receipt requested, has been given to RTC. The RTC reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Such insurance shall be maintained from the time work first commences until completion of the work under this AGREEMENT. CONTRACTOR shall replace such certificates for policies expiring prior to completion of work under this AGREEMENT.

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this AGREEMENT, the same shall be deemed a material breach of contract. RTC, at its sole option, may terminate this AGREEMENT and obtain damages from the CONTRACTOR resulting from said breach.

## **9. COMPENSATION STRUCTURE AND METHOD OF PAYMENT TO RTC**

CONTRACTOR shall retain a percentage of net advertising revenue for exterior bus advertising space on RTC buses as payment for the exterior bus advertising services set out in this Agreement.

### **9.1 DEFINITIONS**

**9.1.1** "Gross advertising revenue" means all monies, remunerations, and considerations of every kind received from the sale of advertising space by the Contractor in its operations as permitted under this Agreement, including the value of advertising space which is traded or otherwise provided without monetary remuneration and which appears on the exterior bus advertising space provided by RTC. Gross advertising revenue shall be calculated on the accrual basis, i.e., amounts are prorated to the time periods during which the advertising is displayed.

**9.1.2** "Net advertising revenue" shall mean "gross advertising revenue" less the following:

1. Deductions from gross sales of those commissions paid to advertising agencies or sales agents other than CONTRACTOR staff or subcontractors, if any, at a rate not exceeding fifteen percent (15%) of the applicable gross billing amount for the advertising space sold by the agent; and,

2. Deduction of the amount of any sales, use and similar taxes (but excluding income and property taxes) directly levied by any public agency on the sale or display of advertising under the terms of this AGREEMENT and paid by the CONTRACTOR.

Deductions from Gross Advertising Revenue to arrive at Net Advertising Revenue shall be amortized over the term of the advertising.

### **9.2 COMPENSATION STRUCTURE AND PAYMENT**

CONTRACTOR shall pay to RTC the net advertising revenue earned each month by the 10<sup>th</sup> day of the following month, less a CONTRACTOR retention of \_\_\_\_\_percent (XX%) as payment for CONTRACTOR services.

All payments to RTC shall be made in a timely manner. Late payments shall be subject to a five percent (5%) penalty and one and one-half percent (1.5%) interest per month.

## **10. TERM OF AGREEMENT**

### **10.1 BASE TERM**

This AGREEMENT shall become effective \_\_\_\_\_, 2022 and shall continue in full force and effect through \_\_\_\_\_, 2025 unless earlier terminated as herein provided.

### **10.2 MONTH-TO-MONTH EXTENSIONS**

Upon completion of the full term of this AGREEMENT, RTC at its sole discretion may extend the term of this AGREEMENT on a month-to-month basis up to a maximum of three (3) months. RTC shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect during the last monthly period of the full term of this AGREEMENT shall remain in effect during any such extensions.

### **10.3 OPTION TERM**

In consideration of the herein AGREEMENT, CONTRACTOR hereby grants the below option, exercisable in writing at RTC's sole election, anytime on or before the date specified herein and as follows:

DESCRIPTION - RTC may extend the service provided by CONTRACTOR under this AGREEMENT for up to three option periods of two-years duration.

COMPENSATION RATE - The Net Revenue Percentage Rate and the Minimum Annual Guarantee Amount shall be arrived at upon the basis of negotiations and mutual agreement.

OPTION EXERCISE DATES: On or before \_\_\_\_\_, 2025 for the initial option term, and on or before January 1 of each subsequent year for the two remaining option terms.

It is mutually understood and agreed that all work performed and services provided under the exercised option shall be in strict compliance with all of the requirements of this AGREEMENT as such may be amended from time to time by mutual AGREEMENT.

It is mutually understood and agreed that RTC is under no obligation whatsoever to exercise this option and that no representations have been made by RTC committing it to such exercise of this option, and that RTC may procure any such option requirements elsewhere. Such option exercise may be by amendment hereto or by issuance of a new AGREEMENT.

## **11. TERMINATION**

RTC or CONTRACTOR may terminate this AGREEMENT for one or several of the following reasons:

### 11.1 BASIS FOR TERMINATION:

FOR CONVENIENCE: RTC may terminate this AGREEMENT at any time in whole or in part for its convenience and any reason, and without cause, by giving CONTRACTOR ninety (90) days written notice thereof.

FOR MATERIAL BREACH: RTC may terminate this AGREEMENT upon thirty (30) days (hereinafter “cure period”) written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, and CONTRACTOR fails, neglects or refuses for the stated cure period to remedy said defaults or to initiate remedy of said faults should the cure thereof require a period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the RTC may without further notice and without suit or other proceedings cancel this AGREEMENT.

FOR BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of CONTRACTOR or (b) a general assignment by CONTRACTOR for the benefit of creditors, or (c) any action taken by or suffered by CONTRACTOR under any insolvency or bankruptcy act shall constitute a breach of the AGREEMENT by CONTRACTOR and shall at the option of RTC terminate this AGREEMENT.

BY MUTUAL AGREEMENT: This AGREEMENT may also be terminated at any time upon mutual agreement of both parties.

### 11.2 COMPENSATION UPON TERMINATION:

Should either party terminate this AGREEMENT, compensation to CONTRACTOR shall be limited to amounts accrued to the date of termination as specified under Paragraph 8.2 – Compensation Structure and Payment.

### 11.3 TRANSITION TO FUTURE CONTRACTOR

For up to sixty (60) days prior to and following the effective date of the termination or expiration of this agreement, CONTRACTOR shall provide to either the RTC or any future CONTRACTOR selected by RTC, CONTRACTOR’S full cooperation in the transition to RTC or the successor CONTRACTOR.

## **12. ADMINISTRATION**

### 12.1 CONTROL

Contractor shall render all services under this Agreement in a manner consistent with the policies of the RTC. Modification of existing policies or adoption of new policies during the term of this AGREEMENT, which affect CONTRACTOR’S performance of services, shall be treated as changes pursuant to Section 6 - Changes in Scope of Work herein.

Notwithstanding this provision, CONTRACTOR remains responsible for any consequences resulting from CONTRACTOR'S actions or inaction as provided in this agreement or otherwise provided by law.

#### 12.2 FORCE MAJEURE:

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel.

### **13. GENERAL PROVISIONS**

#### 13.1 CONFLICT OF INTEREST

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

#### 13.2 INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.

#### 13.3 ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### 13.4 AUDIT; RETENTION OF RECORDS

CONTRACTOR shall allow the authorized representatives of RTC, the U.S. Department of Transportation, the Comptroller General of the United States, and the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to

performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for three years after final payment under this AGREEMENT and until all other pending matters are closed.

### 13.5 FEDERAL CHANGES

CONTRACTOR shall 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 Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### 13.6 NO OBLIGATION BY THE FEDERAL GOVERNMENT TO THIRD PARTIES

(1) The RTC and CONTRACTOR acknowledge and agree 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, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the RTC, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### 13.7 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR 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 underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR 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 the CONTRACTOR to the extent the Federal Government deems appropriate.

(2) The CONTRACTOR 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 a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government

reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5301 et seq) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 13.8 SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, which is attached hereto and made a part of this Agreement, the CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Regional Transit Committee. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Regional Transit Committee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 13.9 FEDERAL PRIVACY ACT REQUIREMENTS

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### 13.10 ENERGY CONSERVATION

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### 13.11 COMPLIANCE WITH ENVIRONMENTAL STANDARDS

CONTRACTOR shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and implementing regulations, and all state laws and local ordinances with respect to transit operations and operation of the facilities involved in the AGREEMENT for which Federal assistance is given. CONTRACTOR shall report violations to the RTC, the Federal Transit Administration, and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

#### 13.12 CIVIL RIGHTS

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. 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 U.S.C. § 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 Project. The Contractor agrees to 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, or age. Such action shall 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to 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.

### 13.13 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The California Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts.

This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of the project shall contain all the provisions of this section.

#### 13.14 COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into contract for Federal Transit Act, Section 18 federal assistance between RTC and the California Department of Transportation. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project".

CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of RTC if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating RTC vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

#### 13.15 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by

reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

13.16 HEADINGS:

The headings or titles to sections of the AGREEMENT are not part of the AGREEMENT and shall have no effect upon the construction or interpretation of any part of the AGREEMENT.

13.17 SALE OR TRANSFER

CONTRACTOR agrees that it will not sell, assign or transfer in whole or in part any right, title or interest it possesses by reason of this AGREEMENT to any other person or entity without first obtaining the written consent of the RTC to such sale, assignment, or transfer. In the event of any violation of this Section, RTC may immediately terminate this AGREEMENT.

13.18 BINDING

This AGREEMENT shall be binding on the assigns, transferees, successors, heirs, trustees, executors and administrators of the parties hereto.

13.19 NOTICE

All notices hereunder and communications with respect to this AGREEMENT shall be effected upon the mailing thereof by registered or certified mail return receipt requested and addressed as follows:

GTS:  
Glenn Transit Service  
c/o Mardy Thomas, Planning Manager  
225 N. Tehama Street  
Willows, CA 95988

CONTRACTOR:

**IN WITNESS WHEREOF**, the parties have caused this AGREEMENT to be executed on the day and year first above written.

GLENN TRANSIT SERVICE

CONTRACTOR

By \_\_\_\_\_  
Chair, Regional Transit Committee

By \_\_\_\_\_  
Authorized Official

ATTEST:

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Donald Rust, Executive Director

\_\_\_\_\_  
Federal Tax I.D. Number

**Exhibit A**

**Glenn Transit Service**

**Advertising Policy**

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# GLENN TRANSIT SERVICE

## Advertising Policy

Glenn Transit Service (GTS) provides transportation services within Glenn County. It is a Joint Powers Agency whose membership is comprised of elected officials from the County of Glenn, the City of Orland, and the City of Willows.

GTS is engaged in the sale of advertising in and upon its property and rolling stock (“Transit Facilities”), consisting of: (1) Print advertising on the exterior of buses; (2) print advertising displayed on bus shelters within the Glenn County area; (3) print advertising on the interior of buses; (4) advertising on the exterior of buses in the form of a “wrap”. This Advertising Policy (“Policy”) shall apply to the sale of all forms of advertising on all Transit Facilities owned and/or managed by GTS.

### **I. PURPOSE**

GTS will make space in its Transit Facilities available for limited types of advertising (“Permitted Advertising”). By allowing limited types of advertising on or within the Transit Facilities, the District does not intend to create a public forum for public discourse or expressive activity or to provide a forum for all types of advertisements. Advertising space is intended to be considered nonpublic fora. All advertising shall be subject to this uniform, viewpoint-neutral Policy.

GTS will not permit the types of advertising defined as Excluded Advertising in Section III below. By not allowing Excluded Advertising, GTS can: (a) maintain a professional advertising environment that maximizes advertising revenues and minimizes interference with or disruption of their transit systems; (b) maintain neutrality as an agency on political, religious or other issues that are not the subject of Commercial Advertising and are the subject of public debate and concern; (c) prevent the risk of imposing views on a captive audience, and (d) continue to build and retain ridership.

### **II. PERMITTED ADVERTISING**

#### **A. EXTERIOR ADVERTISING**

The display of Permitted Advertising on the exterior of the Transit Facilities (“Exterior Advertising”) is intended only to supplement fare revenue, tax proceeds and other income that fund GTS operations and to promote GTS transit operations. In order to realize the maximum

benefit from the sale of space, the advertising program must be managed in a manner that will procure as much revenue as practicable, while ensuring that the advertising is of a type that does not discourage the use of the transit systems, does not diminish the reputation of GTS in the communities it serves or the good will of its patrons, and is consistent with the principal purpose of providing safe and efficient public transportation. To attain these objectives, Regional Transit Committee has established the following regulations governing Exterior Advertising. Exterior Advertising permitted under this section cannot contain displays or messages that qualify as Excluded Advertising, as defined below under Section III.

Exterior Advertising includes advertising in the following categories:

1. Commercial Advertising. Commercial Advertising is advertising the sole purpose of which is to sell products, goods or services for profit. It does not include advertising that offers to sell products, goods or services and also conveys a political or religious message, or issue advocacy, and/or expresses or advocates opinions or positions related to any of the foregoing.
2. Transit Operations of GTS. Transit Operations Advertising is advertising that promotes GTS.

#### B. INTERIOR ADVERTISING

GTS recognizes that passengers are a captive audience to any advertisements posted on the interior of its buses (“Interior Advertising”). GTS desires that such passengers not be subject to advertisements containing material relating to political, religious, or issue advocacy about which public opinion can be widely divergent and which some passengers may, therefore, find offensive. If passengers are so offended, it could adversely affect the ridership and revenue of GTS. The Regional Transit Committee has, therefore, established the following regulations governing Interior Advertising. Like Exterior Advertising, Interior Advertising permitted under this section cannot contain displays or messages that qualify as Excluded Advertising, as defined below under Section III.

Interior Advertising Includes advertising in the following categories:

1. Public Service Advertising. Public Service Advertising is advertising proposed by governmental entities, academic institutions or tax-exempt nonprofit organizations that relates to community, art, cultural, educational, health or safety events, programs and/or messages and does not include Commercial Advertising or contain any direct or indirect reference to religious, political or issue advocacy. Upon the request by GTS, nonprofit entities must document their tax-exempt status. Unless the source of the public service advertising is obvious from the content or copy, the advertisement must specifically identify the sponsor of the advertisement or message.



2. Transit Operations of GTS. Transit Operations Advertising is advertising that promotes GTS.
3. Cross-promotional Advertising. Cross-promotional Advertising is advertising in which the Agencies collaborate with for-profit entities to promote using GTS as a conveyance to a specific event; such advertising may not contain any direct or indirect reference to religious, political, or issue advocacy.

### **III. EXCLUDED ADVERTISING APPLICABLE TO EXTERIOR AND INTERIOR ADVERTISING**

Exterior and Interior Advertising cannot be displayed or maintained on Transit Facilities if information contained in the advertisement falls within one or more of the following categories of Excluded Advertising:

1. False, misleading, or deceptive.
2. Defamatory, libelous or likely to hold up to scorn or ridicule a person or group of persons.
3. Obscene or pornographic as defined under California Penal code Section 311.
4. In advocacy of imminent lawlessness or violent action.
5. Promoting alcohol or tobacco products or their use.
6. Religious.
7. Political.
8. Intellectual property infringement, including piracy or infringement of copyright, trade dress, service mark, title or slogan.
9. Unauthorized endorsement.

For the purposes of this Policy, the following definitions shall apply:

Religious Advertisements are defined as advertisements that contain any direct or indirect reference to religion, or to any religion, or to any deity or deities, or to any religious creed, denomination, belief, tenet, cause or issue relating to (including opposing or questioning) any religion. This prohibition shall include the depiction of text, symbols, or images commonly associated with any religion or with a deity or deities, or any religious creed, denomination, belief, tenet, cause or issue relating to (including opposing or questioning) any religion.

Political Advertisements are defined as advertisements that contain political speech referring to a particular ballot question, initiative, petition, referendum, candidate, or political party or viewpoint or expresses or advocates opinions or positions upon any of

the foregoing. This prohibition includes any advertisement referring to or depicting a candidate for public office in any context.

Unauthorized Endorsement Advertising is advertising that implies or declares that GTS endorses a product, service, point-of-view, event or program for which GTS is an official sponsor, cosponsor or participant.

#### **IV. ADMINISTRATION AND ENFORCEMENT OF POLICY**

##### **A. REVIEW BY CONTRACTOR**

GTS shall incorporate this Policy into its advertising management contracts. GTS Contractor shall submit for display on or in the Transit Facilities only advertisements that comply with the standards set forth in this Policy. If the Contractor is in doubt whether an advertisement complies with the standards set forth in this Policy, then the Contractor shall notify the Senior Planner for GTS or designee of the specific standard or standards of this Policy with which the Contractor believes the advertisement may not comply.

##### **B. REVIEW BY SENIOR PLANNER**

If the Contractor determines that an advertisement may not comply with the Policy in Section A, the Contractor shall send the advertisement and supporting information (the name of the advertiser, the size and number of the proposed advertisements, the dates and locations of proposed display, and notation of standards of concern) to the Senior Planner or designee for review. The Senior Planner shall review the advertisement and supporting information to determine whether or not the advertisement complies with this Policy. If the Senior Planner determines that the advertisement does not comply with this Policy, he or she shall in writing specify the standard or standards with which the advertisement does not comply, and shall so notify the Contractor.

##### **C. NOTIFICATION TO ADVERTISER**

The Contractor will send prompt, written notification to the advertiser of the rejection of the advertisement and will include in that notification a copy of this Policy and written specification of which standard or standards the advertisement fails to comply with.

##### **D. APPEAL TO EXECUTIVE DIRECTOR**

Rejection of an advertisement may be appealed to the Executive Director of GTS, or designee, by written notification to the Senior Planner. The Executive Director will allow the advertiser and the Senior Planner to present any argument or evidence they wish to offer. The Executive Director's decision is final.

**Exhibit B**

**Amendments to the**

**Agreement for Exterior Bus**

**Advertising**

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**Exhibit C**

**Exterior Bus Advertising  
Proposal Including Specified  
Ad Sizes and Locations**