



REQUEST FOR PROPOSALS (RFP)
Transit Advertising

Release Date: Monday, December 5, 2011

Deadline for Submission: Friday, December 30, 2011

Contact Person: John Andoh, Transit Director

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY REQUEST FOR PROPOSALS

TRANSIT ADVERTISING

RELEASE DATE: Monday, December 5, 2011

CLOSING DATE: Proposals must be received by Friday, December 30, 2011 by **4:00 P.M. Mountain Standard Time (MST)** at the address listed below:

CONTACT PERSON: John Andoh, Transit Director
Yuma County Intergovernmental Public Transportation
Authority
Mailing: 2715 East 14th Street, Yuma, AZ 85365
Phone: (928) 539-7076, ext 237, Fax (928) 783-0309

INTRODUCTION

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) formed on December 13, 2010 by the Yuma County Board of Supervisors to administer, plan, operate and maintain public transit services throughout Yuma County, including within the political jurisdictional boundaries of the Cities of Yuma, San Luis, Somerton, Town on Wellton and the unincorporated Yuma County areas.

Yuma County Area Transit (YCAT) is the marketing name for the YCIPTA and the fixed route transit system. Greater Yuma Area Dial-A-Ride is the marketing name for the demand responsive transit system. YCAT began in 2002 as a rebranded effort from what was previously known as Valley Transit. Greater Yuma Area Dial-A-Ride began in 1999 and was the county's first public transportation service. The Yuma Metropolitan Planning Organization (YMPO) has been the administrator of public transit service in Yuma County since 1999 utilizing Federal Transit Administration (FTA) funding that has been available to the Yuma Urbanized Area since 1980 when the urbanized area exceeded 50,000 in population.

YCAT operates seven fixed routes and a demand responsive service throughout the southwestern quadrant of Yuma County. YCAT operates Monday-Saturday from 6:00 am to approximately 6:00 pm with headways every 65 minutes. There is no service on Sundays or major holidays at this time. These services are provided under a contractual arrangement with First Transit of Cincinnati, Ohio. First Transit is part of First Group, a United Kingdom based corporation that also consists of Greyhound, First Student and First Group operations in the United Kingdom.

YCAT operates 30 buses. 17 buses are powered by diesel and used on YCAT fixed routes. 9 buses and 4 vans are powered by gasoline and used on Greater Yuma Area Dial-a-Ride. All buses and vans are owned by YMPO and were purchased with Federal Transit Administration funding.

ABOUT YUMA COUNTY

Yuma County has a colorful history, which lives on today in a fast-growing, vibrant community. In 1540, just 48 years after Columbus discovered the New World, 18 years after the conquest of Mexico by Cortez, and 67 years before the settlement of Jamestown, Hernando de Alarcon visited the site of what is now the current YCIPTA of Yuma. He was the first European to visit the area and to recognize the best natural crossing of the Colorado River. Much of Yuma County's later development occurred because of this strategic location.

From the 1850's through the 1870's, steamboats on the Colorado River transported passengers and goods to various mines, military outposts in the area, and served the ports of Yuma, Laguna, Castle Dome, Norton's Landing, Ehrenberg, Aubry, Ft. Mohave and Hardyville. During this time stagecoaches also carried the mail and passengers on bone-jarring rides through the area.

For many years, Yuma served as the gateway to the new western territory of California, which brought thousands from around the world in search of gold, or those who had it. In 1870, the Southern Pacific Railroad bridged the river. Yuma became a hub for the railroad and was selected as the county seat in 1864.

Yuma County is one of four original counties designated by the first Territorial Legislature. It maintained its original boundaries until 1983 when voters decided to split Yuma County into La Paz County in the north and a new "Yuma County" in the south.

The Ocean-to-Ocean Bridge (or Old Highway 80 Bridge) was the first vehicle bridge across the Colorado River. Prior to the construction of the bridge, cars were ferried across.

Yuma County is larger than the state of Connecticut. Much of Yuma County's 5,522 square miles is desert land accented by rugged mountains. Several river valley regions, however, contain an abundance of arable land which is irrigated with water from the Colorado River.

These valley areas have some of the most fertile soils in the world, having received silt and mineral deposits from Colorado and Gila River floods until the rivers were tamed by an intricate series of dams and canals.

Farming, cattle raising, tourism, and two military bases, US Marine Corp Air Station (MCAS) and US Army Yuma Proving Ground (YPG) are Yuma County's principal industries.

Some of the major attractions in Yuma County are the historical Territorial Prison, the Yuma Crossing Historic Park. Other great places to visit are the Kofa Mountain Range and Wildlife Refuge, and Martinez and Mittry Lakes.

Hunting is a popular sport, as the county offers a variety of different types of game. Major rivers in Yuma County are the Gila and the Colorado, the two most historic rivers in the Southwest.

The Marine Corps Air Station (MCAS), shares one of the longest runways in the country with the Yuma International Airport. Yuma has some of the cleanest skies and best flying weather in the United States.

Yuma County is bordered by California on the West and Mexico on the South. Living close to the Mexican border offers a great opportunity to experience multi-cultural and international business opportunities.

Arizona Western College (AWC) is located in Yuma County. This is a two-year community college, which offers higher education to full-time and part-time on-campus and off-campus students. AWC shares its campus with a satellite campus of Northern Arizona University (NAU), offering a variety of two year, four year and post graduate programs.

Yuma County has a year-round population of 195,751 residents. During the winter, the population increases by about 90,000 due to the sun-seeking Winter Visitors affectionately known as "Snowbirds".

Background of RFP

YCIPTA is releasing a Request For Proposal (RFP) for the purposes of a selling advertising on board Yuma County Area Transit buses and at its bus stops for a three year period with two one year options, commencing on Monday, February 6, 2012 continuing until June 30, 2015, with two one year options ending June 29, 2016 and June 30, 2017.

Pre-Proposal Conference. No pre-proposal meeting will be held for this solicitation.

Questions & Comments. Any questions, requests for an interpretation or comments regarding the RFP must be submitted by facsimile, mail or email to John Andoh, Transit Director, YCIPTA, 2715 East 14th Street, Yuma, AZ 85365, fax: (928) 783-0309, email: jandoh@ycipta.org no later than 5:00 p.m., Monday, December 12, 2011. **QUESTIONS OR COMMENTS WILL NOT BE RESPONDED TO OVER THE TELEPHONE.** A response to questions and comments will be posted online at www.yciptaz.gov click on News on Wednesday, December 14, 2011 after receipt of said questions or request for an interpretation or comments by YCIPTA. PROPOSER shall rely only on written addenda provided by YCIPTA in submitting or revising proposals.

Objective of this RFP & Scope of Work

YCIPTA is seeking a PROPOSER to provide and manage all bus advertising services for YCIPTA's Yuma County Area Transit (YCAT) system in a manner acceptable to YCIPTA and in strict compliance with the Agreement and the YCIPTA Advertising Policy. The advertising may be applied to the interior and exterior advertising panels of YCIPTA buses on panels of bus shelters, on bus benches and inside the YCAT Rider's Guide. YCIPTA reserves the right to limit the amount of interior/exterior advertisement space.

Services provided by the PROPOSER shall include, but are not limited to the following:

- marketing/selling of bus advertising
- account management
- installation and maintenance of bus advertising
- executive and administrative management
- receipt of payment from advertisers
- preparation of reports of financial and other matters pertaining to the provision of the service; and
- other work as may be necessary to comply with the requirements contained in the agreement
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PROPOSER would provide a percentage or structured fee of the cost total as compensation to YCIPTA for the privilege of placing the advertising on the YCIPTA buses, passenger amenities and inside the YCAT Rider's Guide.

YCIPTA shall not incur any costs relating to the services identified above. The PROPOSER must furnish all equipment, facilities, labor, supervision, and any and all other required materials and services.

No YCIPTA resources in terms of personnel, facilities or equipment will be provided unless agreed upon in writing.

YCIPTA uses Federal Transit Administration (FTA) funds allocated to the YCIPTA. As such, the entire Agreement shall be subject to applicable rules and regulations of Federal, State and Local laws.

Information About YCAT

YCAT operates seven fixed routes and a demand responsive service throughout the southwestern quadrant of Yuma County. YCAT operates Monday-Saturday from 6:00 am to approximately 6:00 pm with headways every 65 minutes. There is no service on Sundays or major holidays which include New Year's Day, Dr. Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

Buses travel along US Highway 95, Business Loop 8 and State Route 195 as well as through City streets in Yuma, Somerton, San Luis and Town of Wellton. Buses have stops located in high traffic areas such as malls, schools and other employment and retail areas.

31,500 revenue vehicle service hours operates on an annual basis.

Last year in fiscal year 2011, YCAT carried 271,000 passengers with an average daily passenger count of 1,038.

Vehicles Available

YCIPTA owns a fleet of 17 fixed route buses 34 feet long, 4 minivans and 9 cutaway dial-a-ride buses, with as many as sixteen buses on the road during service hours on weekdays and Saturday.

Spare vehicles are used to fill in for buses that are not available for service due to maintenance and repair activities or for other reasons. The operating fleet is rotated daily due to maintenance requirements, so it is impossible to determine which specific buses will be available for service on any given day.

Exhibit A includes photos of the YCIPTA's different vehicle types and the available advertising space on the rear of the vehicles. Vehicle advertising areas for all buses measure 60" w x 21" h are located on the rear of the bus. All bus tails are one size fits all. Advertising on the sides of the vehicle may be available if it does not interfere with decals/logos, which are 72" w x 21"h. Advertising in the interior of the bus as depicted is allowed. Standard interior advertising space is 11" (tall) x 17" (wide). YCIPTA reserves the right to post YCIPTA transit information on the interior of the vehicles at its sole discretion.

In addition photos of the bus shelters are provided at the 28 locations through the YCAT service area (including one shelter with ad panels already).

General Requirements

PROPOSER shall have a minimum of three (3) years recent experience operating an advertising sales program in an operating environment similar to the Yuma area.

Contract Terms

Terms of Agreement to be those deemed acceptable by the YCIPTA Legal Counsel and shall adhere as closely as possible to the Transit Advertising Agreement attached.

RFP RESPONSE FORMAT

The RFP respondent shall submit two (2) originals and 1 CD of the proposal with all of the information requested. In order to simplify the proposal evaluation process, the proposals shall be submitted on 8 ½ by 11 inch paper and organized in the following format and order:

****Important - Please submit your RFP response with topical discussions corresponding to the numbers (excluding the cover letter, #1) in the outline below. Numbered and lettered items will assist the review committee in evaluating your firm's qualifications.***

The following items must be included in each proposal to be considered complete and responsive. PROPOSER should respond to these items in the order below. As part of the proposal, a cover letter shall be attached discussing a summary of the proposal,

with contact information regarding the proposal and signed by the Chief Executive Officer, Owner or Chair of the proposer.

1. Completed Price Proposal Form indicating the payment proposed to be made to YCIPTA. All Proposals must contain a minimum guaranteed payment or percentage to be considered responsive. Proposals shall also include an estimate of the amount of revenue YCIPTA would receive as its percentage of anticipated net revenue. Proposers shall submit a table showing gross revenue, expenses, and their calculation of the net revenue anticipated to be paid to YCIPTA during each of the three years, plus two optional one years of the agreement.
2. If the Proposal is made by an individual, it shall be signed with his/her full name and his/her address shall be given; if it is made by a partnership, it shall state the partnership name and be signed by a member of the partnership, who shall also list the name and address of each member; and if it is made by a corporation, it shall be signed by two officers or by one officer with the corporate name attested by the corporate seal.
3. Profile of the firm including the firm's name, business address, and telephone number as well as a brief description of the firm's size (nationally and locally), date of establishment, type of organization, and local organizational structure. Include a discussion of the firm's advertising capabilities and resources. Computer systems and software, in-house or outsourced printing, staff size, local and national expertise is all relevant.
4. A resume/portfolio describing the firm's history and experience in advertising, advertising management and sales.
5. Resume(s) of all key personnel who would be responsible for managing and operating YCIPTA's project.
6. Three or more references, including at least one with whom the firm no longer does business.
7. Any exceptions to the sample Agreement requested by the Proposer.
8. The firm's business plan/work plan, including but not limited to, anticipated expenditures for operating and capital purposes, financing, marketing, etc., and anticipated revenue
9. A concise description of the Proposer's marketing plan, including but not limited to, staffing levels, marketing the ads sales, etc., based on YCIPTA's available exterior space, and aimed at securing business from national as well as local and regional advertisers.

10. Quality Control Program describing how the Proposer intends to meet the sample Agreement's requirements for advertising content control, advertising maintenance, and advertising removal.
11. Completed Non-Collusion Affidavit for PROPOSER; Certification of Eligibility (Labor Standards); Certification Regarding Debarment; Lobby Restrictions Certification; and DBE/EEO Certification Forms: PROPOSER shall complete and sign the listed Certifications.
12. PROPOSER must provide documentation of insurance for general property liability for its operations facility, and also automotive comprehensive, liability and property damage for all vehicles used in providing services. Please attach documentation of your firm's insurance, including endorsements covering YCIPTA and other jurisdictions as outlined in Scope of Work.

EVALUATION CRITERIA

Proposals will be evaluated according to the most qualified in the opinion of the review committee. The review committee reserves the right to contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any current clients of a proposer; solicit information from any available source deemed pertinent to the evaluation process. The review committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of YCIPTA.

YCIPTA will rank the proposal based on the following criteria:

- A. Proposal to Operate this Project
The following factors will be evaluated and collectively rated on a scale from 0-30:
 1. The completeness of the Proposal.
 2. The firm's apparent commitment to meeting the requirements of the Agreement.
 3. The viability of the PROPOSER's business/work plan.
 4. The quality of qualified personnel dedicated to this project, as evidenced by resumes and other information provided in the proposal, and as may be determined through interviews with clients of the PROPOSER.
 5. Exceptions the firm proposes to the Sample Agreement and the effect such exceptions might have on the quality of service provided.
- B. Revenue to YCIPTA
Points will be awarded for the amount of revenue or best value the YCIPTA could anticipate receiving from the PROPOSER. The total overall revenue will be rated from 0 to 40 with the total highest revenue to the YCIPTA equal to 40 and other proposals rated proportionately less. In calculating points, 100% of the guaranteed revenue amount will count

towards points. Nonguaranteed revenue will not count as heavily, even if the amount is the same as guaranteed revenue, because it is speculative and receipt of such funds by YCIPTA is not assured. Staff and the selection panel, whose decision shall be final, will determine the amount of non-guaranteed revenue counted towards points. Also to be considered is the effect on YCIPTA revenue that might result from proposed exceptions to the Sample Agreement.

C. Organization Strength

The following factors will be evaluated and collectively rated from 0-30:

1. The quality of service provided by the firm for other clients.
2. The firm's experience in the field or similar fields.
3. Whether the Proposer maintains a permanent place of business.

The Review Committee will recommend the firm with the highest overall points to the YCIPTA Board of Directors for award of the Agreement. The committee may require one or more firms to appear before it for an interview. Staff's will recommend one firm to the YCIPTA Board of Directors for award of the Agreement.

General selection procedures are as follows:

- A. YCIPTA desires to select the firm that would generate the most revenue for YCIPTA while providing the highest quality service. YCIPTA may, at its sole discretion, award the Agreement to the firm that, in YCIPTA's opinion, offers the best combination of revenue generation and service to YCIPTA. A Review Committee composed of YCIPTA staff, and or outside agency staff, will recommend one firm to the YCIPTA Board of Directors for award of the Agreement.

The YCIPTA Board of Directors reserves the right to award the Agreement to the PROPOSER which best suits YCIPTA's needs as determined by the YCIPTA Board of Directors, whether or not such determination is consistent with recommendations for award made by YCIPTA staff.

- B. YCIPTA reserves the right to reject any or all Proposals, or to accept that Proposal(s), which best corresponds in quality, fitness and capacity to the requirements of YCIPTA, and to waive any informality in Proposals received.
- C. YCIPTA reserves the right to reject the Proposal of any Proposer who in the opinion of YCIPTA is not responsible or has previously failed to perform properly under Agreements of a similar nature, is not in a position to perform under the Agreement, or has habitually and without just cause neglected the payment of bills or otherwise disregarded his/her obligations

to subcontractors, materialmen, or employees, who has furnished false or misleading information, or overstated their ability or capability to perform the required work under this Agreement. In determining if a Proposer is responsible, the following elements, in addition to those mentioned above and in the Evaluation Criteria, will be considered, to wit: Whether the Proposer involved (1) maintains a permanent place of business, (2) has adequate plans and equipment available to do the work properly and expeditiously, (3) has suitable financial resources to meet the obligations incidental to the work, and (4) has appropriate experience.

- D. Proposals will be evaluated as “Best Value” per the FTA Best Practices Manual, defined as follows: "Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.”
- E. YCIPTA Board of Directors will make the award consistent with Federal guidelines in order to better assure funding, and may take into account both objective and subjective impressions gained from the evidence and arguments presented at the public hearing, and on the product of such individual investigation as council members may make prior to the final decision.

YCIPTA may request additional information while reviewing proposals.

SELECTION PROCESS

It is anticipated that proposals will be reviewed by YCIPTA staff, in conjunction with the review committee. Interviews with selected proposers may be held. Notifications of acceptance or rejection by YCIPTA will be made in writing to all proposers.

The review committee shall score each proposal and shall make a recommendation to the YCIPTA Board of Directors based on the criteria set forth above. The YCIPTA Board of Directors shall make the ultimate selection of the PROPOSER.

1. General: YCIPTA has published this Request for Proposals. It is the intent to award the Agreement to the PROPOSER that most closely meets the specific needs of YCIPTA, not solely on the basis of price.
2. Initial Screening: YCIPTA’s Review Committee will make an initial evaluation of all proposals. Upon that initial evaluation, the Committee will rank the proposals received in general order of quality, and by how closely the proposals meet

YCIPTA's needs. YCIPTA reserves the right to award Agreement to other than the lowest cost proposal allowing for a more responsive proposal that addresses all of the above criteria and best satisfies YCIPTA's needs. YCIPTA also reserves the right to reject all proposals. The Review Committee may consider criteria other than those listed below, as necessary, in the selection process.

3. Interviews, Inspections, Best and Final Offer (BAFO): PROPOSERS may be required, and shall be prepared to attend an interview with the Review Committee. The Project Manager must be available to answer questions at the interview. YCIPTA may choose, at its sole option, not to interview all PROPOSERS or conduct any interviews. YCIPTA may reject any or all proposals submitted, or at its sole discretion, award Agreement to the best PROPOSER without any interviews. YCIPTA may ask all PROPOSERS or only those determined to be within the competitive range to submit a Best and Final Offer (BAFO). If this step is to be included, detailed instructions will be provided at the time of the request.
4. Selection Criteria: An initial screening of proposals for completeness, and to verify that minimum YCIPTA requirements are met will be undertaken, and YCIPTA will reject as non-responsive any proposal which does not include all the required documents or meet the minimum requirements, and no further evaluation of non-responsive proposals will be performed.

YCIPTA reserves the right to introduce additional terms and conditions at the time the final Agreement is negotiated. Any additional terms or conditions would be limited to ones having the effect of clarifying the RFP language and or correcting defects, such as omissions or misstatements, which are discovered after the RFP, is issued.

GENERAL TERMS AND CONDITIONS

RFP does not commit YCIPTA to award an Agreement, to pay any cost incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. YCIPTA reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with all qualified sources or to cancel all or part of this RFP.

Submission of a proposal means that the PROPOSER hereby agrees to all terms and conditions set forth in all the pages of this solicitation. The proposer must contain within the proposal, a description of those terms and/or conditions to which the proposer does not agree.

1. Award. The firms/entities chosen to provide transit operations and maintenance services may be required to participate in negotiations and to submit such revisions of their proposals as may result from negotiations. Agreements for services will be awarded to firms on this list based upon the availability of staff and cost of

services. YCIPTA reserves the right to award a contract/select a service provider without discussion based upon the initial proposals received, without interviews.

2. Insurance. The PROPOSER is required to furnish evidence of insurance coverage including professional liability, and workers' compensation. The form of the insurance policy is subject to approval by YCIPTA and must be provided by insurers to transact insurance business in Arizona with a rating of "A" or better in the Best's Key Rating Guide, Property-Casualty, United States, 2000 Edition.

YCIPTA shall be furnished a copy of the policy **and** an endorsement that the "YCIPTA, its officers, employees, and agents are named as additional insureds" prior to PROPOSER commencing duties under this Agreement. Said policy of liability insurance shall state, "coverage thereunder as applied to YCIPTA, its officers, employees, and agents shall be primary and non-contributing as to any other insurance and self-insurance as may be maintained by YCIPTA." The policy shall contain severability of interest, specifying that the coverage afforded by the policy applies separately to each insured thereunder. The policy shall be endorsed to expressly provide YCIPTA with thirty (30) calendar days advance written notice of cancellation, non-renewal, or material change in coverage.

See Insurance Requirements Certification for details on YCIPTA requirements.

4. Business License. A PROPOSER shall be required to obtain and maintain a current business license from the place of operation.
5. Professional Licensing. The PROPOSER, and any subproposers, shall possess any necessary license(s) relative to the work to be performed required by an appropriate licensing authority of the State of Arizona, and shall provide evidence of such to YCIPTA with their proposal or prior to commencement of the work in such form as YCIPTA shall require.
6. Assignment/Subcontracting. The selected PROPOSER shall not assign or subcontract services or responsibilities without the prior written consent of YCIPTA. YCIPTA acknowledges that subcontracting can be in YCIPTA's best interest, but reserves the right of final approval.

ADDITIONAL TERMS AND CONDITIONS

The following conditions apply to this RFP:

1. Solicitation & Withdrawal. YCIPTA reserves the right to withdraw this solicitation for a proposal at any time without prior notice. Further, YCIPTA makes no representations that any agreement will be awarded to any firm submitting a proposal.

2. Right of Rejection. YCIPTA reserves the right to reject any and all proposals submitted in response to this request and to reject any subproposers specified in any proposal pursuant to this RFP.
3. Pre-Contract Expenses. YCIPTA shall not be liable or responsible for any pre-agreement expenses incurred by any proposed or selected PROPOSER. PROPOSERS shall not include any such expenses as part of the price proposed set forth in its proposal. Pre-agreement expenses are defined as expenses incurred by PROPOSER in:
 - a. Preparing the proposal;
 - b. Submitting proposal to YCIPTA;
 - c. Negotiating with YCIPTA on any matter related to proposal; or
 - d. Any other expenses incurred by PROPOSER or PROPOSER prior to date of award.
4. Verbal Agreements. No prior, current or post-award verbal agreement(s) with any officer, agent or employee of YCIPTA shall affect, modify or supersede any terms or modifications of this request for proposals or any written agreement or option resulting from this process.
5. Addenda. Any changes to the proposal requirements will be made by written addendum. All parts of the Request for Proposals, including any and all Addenda and any other supporting documents that may be included as part of this solicitation, shall be considered part of the Agreement between YCIPTA and selected PROPOSER, and shall be incorporated therein. An authorized PROPOSER Representative shall sign forms as provided in PROPOSAL FORMS & QUESTIONNAIRE.
6. Irregularities. YCIPTA reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The term "minor" as used herein means any PROPOSER or YCIPTA irregularity, or oversight that does not materially affect or alter the intent and purpose of this RFP, and which is not in violation of any State of Arizona or Federal Government rules, laws and regulations that may apply to this procurement.

THIRD PARTY AGREEMENT REQUIREMENTS

1. Audits and Inspections of Records. Selected PROPOSER agrees that YCIPTA, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, PROPOSER agrees to maintain all required records for at least three (3) years after YCIPTA makes final payments, and all other matters pending between PROPOSER and YCIPTA are closed.

2. Equal Employment Opportunity. In connection with the execution of Agreement, PROPOSER shall not discriminate against any employee or applicant for employment because of race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Selected PROPOSER shall take affirmative action to ensure that applicants are employed, and that employees are tested during their employment, without regard to their race, religious creed, pregnancy, sexual orientation, religion, color, gender, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. PROPOSER further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

3. Title VI - Civil Rights Act of 1964. During the performance of Agreement, PROPOSER, for itself, its assignees and successors in interest, agrees as follows:

PROPOSER shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time.

4. Fair Employment Practices. In connection with the performance of the work under Agreement, if the work is executed in the State of Arizona, PROPOSER shall certify compliance with the provisions of the State Fair Employment and Housing Act.

5. Interest of YCIPTA Personnel. By submitting a proposal, the PROPOSER represents and warrants that no Board Member, officer or employee of YCIPTA is in any manner interested directly or indirectly in the proposal or in Agreement which may be made under it, or in any expected profits to arise therefrom.

6. Disadvantaged Business Enterprise (DBE) Policy. YCIPTA receives financial assistance from the US Department of Transportation through the Federal Transit Administration (FTA).

PROPSERS are advised that, as required by federal law, the Arizona Department of Transportation (Department) has established a statewide overall 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 PROPOSER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

PROPOSER or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. PROPOSER 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 PROPOSER to carry out these requirements is a material breach of Agreement, which may result in the termination of Agreement or other such remedy as YCIPTA may deem appropriate.

7. Debarment and Suspension. Each PROPOSER must certify and submit documentation (such as a notarized affidavit) showing that neither the PROPOSER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
8. Drug Free Workplace. PROPOSER must include with its proposal properly completed and executed certification of compliance with applicable state and federal Drug-Free Workplace Acts.
9. Restrictions on Lobbying. Each PROPOSER must include in its proposal a properly completed and executed certification regarding Restrictions on Lobbying in the form set forth as Exhibit D hereto.
10. Interests of Members of, or Delegates to Congress. No members of, or delegates to, the Congress of the United States shall be admitted to any share or part of Agreement or to any benefit arising therefrom.
11. Laws to Be Observed. PROPOSER shall keep itself fully informed of all existing and future State and Federal laws, all municipal regulations of YCIPTA, and all such orders, decrees, ordinances and laws of bodies, or tribunals, including other municipalities or counties whether in the State of Arizona, or another State, having any jurisdiction or authority over which, in any manner, affect those engaged or employed in the work, or the materials used in the work, or in any way affect the conduct of the work.

Failure by PROPOSER to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or other such remedy as YCIPTA may deem appropriate.

12. Public Records Act. The Proposals received shall become the property of YCIPTA and are subject to public disclosure. Those parts of a Proposal which are defined by the PROPOSER as business or trade secrets and are reasonably marked “Trade Secrets”, “Confidential”, or “Proprietary” and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the Arizona Revised Statutes or otherwise by law. Proposers who indiscriminately and without justification identify most or all of their Proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation. Until YCIPTA’s review committee announces its recommendation, no Proposals will be made available for public inspection.

PROTEST PROCEDURES

Protests Prior to Proposal Opening. Protests regarding any aspect of the attached materials and YCIPTA selection procedures must be submitted in writing (via mail, email or fax only) to John Andoh, John Andoh, Transit Director, YCIPTA, 2715 East 14th Street, Yuma, AZ 85365, fax: (928) 783-0309, email: jandoh@ycipta.org, by 5:00 p.m., MST, Wednesday, December 28, 2011. The YCIPTA Transit Director will respond to these protests by Thursday, December 29, 2011 with an addendum to this RFP, by email and on YCIPTA’s website. This action completes the pre-opening administrative protest remedy at the YCIPTA level.

Protests After Proposal Opening/Announcement of Award. Protests regarding YCIPTA’s proposed selection of PROPOSER after proposal opening and award announcement must be submitted in writing (via mail, email or FAX) to John Andoh, John Andoh, Transit Director, YCIPTA, 2715 East 14th Street, Yuma, AZ 85365, fax: (928) 783-0309, email: jandoh@ycipta.org, by 5:00 p.m., MST, Wednesday, January 4, 2012. The YCIPTA Transit Director will respond to these protests by Thursday, January 12, 2012. The YCIPTA Transit Director will respond to these protests by Thursday, January 12, 2012 by email and/or FAX. This action completes the proposal opening/award announcement administrative protest remedy at the YCIPTA level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available to him at the YCIPTA level, an interested party may protest to the Federal Transit Administration (FTA) regarding the award of a Agreement pursuant to an FTA grant. The deadline for submitting protests to FTA prior to proposal opening is 5:00 p.m. MST, Wednesday, December 28, 2011. The deadline for submitting protests to FTA after opening/announcement of award is 5:00 p.m. MST, Friday, January 20, 2012.

Caltrans review of any protest will be limited to:

- (1) Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.

- (2) Violation of YCIPTA's protest procedures or YCIPTA's failure to review a complaint or protest.

The protest filed with FTA shall:

- (1) Include the name and address of the protester.
- (2) Identify YCIPTA as the party responsible for the RFP process.
- (3) Contain a statement of the grounds for protest and any supporting documentation. (The grounds for protest filed with FTA must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations).
- (4) Include a copy of the protest filed with YCIPTA, and a copy of YCIPTA's decision, if any.
- (5) Indicate the ruling or relief desired from FTA.

Such protests should be sent to:

Federal Transit Administration Region IX, 201 Mission Street, Suite 1650
San Francisco, CA 94105

A copy of such protests should also be sent to the YCIPTA Transit Director.

PROPOSAL SUBMISSION

Three (3) original copies and one (1) CD of the proposal must be sealed in an envelope and received, not postmarked, no later than **4:00 P.M. MST, Thursday, July 29, 2011** at the YCIPTA administrative offices.

Mailed proposals should be sent to:

John Andoh, Transit Director
Yuma County Intergovernmental Public Transportation
Authority
Mailing: 2715 East 14th Street, Yuma, AZ 85365

Proposals should be marked: **TRANSIT ADVERTISING**

LATE PROPOSALS WILL NOT BE ACCEPTED.

ESTIMATED TIME FRAME (*Subject to change without notice*)

Monday, December 5, 2011

Release date of RFP

Monday, December 12, 2011	Questions for RFP due to YCIPTA by 5:00 p.m., MST.
Wednesday, December 14, 2011	Responses to Questions posted at www.ycat.org click on Inside YCIPTA for RFP proposers.
Friday, December 30, 2011	RFP responses due no later than 4 P.M., MST.
Monday, January 2, 2012	RFP responses distributed to review committee.
Wednesday, January 11, 2012	Firms/entities notified of interview appointments (if applicable).
Tuesday, January 17, 2012	Interviews held, if determined by YCIPTA.
Wednesday, January 18, 2012	Letters to firm selected and to firms not selected are faxed and mailed out.
Monday, January 23, 2012	Item goes before YCIPTA Board of Directors requesting approval of the RFP respondent selected.
Monday, February 6, 2012	PROPOSER begins service.

EXHIBITS PART OF RFP

Exhibit A – Photos of Buses and Bus Stops
[Draft Transit Advertising Agreement](#)
 YCAT Rider’s Guide

FEDERAL REQUIREMENTS

CONTRACTOR warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by YCIPTA with jurisdiction in all aspects of its performance of this Agreement.

This Agreement is subject to a financial assistance contract between YCIPTA and the United States of America (hereinafter “Federal Government”), acting through the Department of Transportation (hereinafter “U.S. DOT”), and Federal Transit Administration (hereinafter “FTA”). 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 procedures and directives including without limitation those listed directly or by reference in the FTA Master Agreement between YCIPTA and FTA, as amended, and are incorporated herein by this reference. The PROPOSER shall comply with these FTA requirements and as they may be

amended or promulgated from time to time during the term of this Agreement. The PROPOSER shall not perform any act, fail to perform any act, or refuse to comply with any YCIPTA directives, which would cause YCIPTA to be in violation of the FTA terms and conditions. PROPOSER'S failure to comply with these FTA requirements and YCIPTA directives shall constitute a material breach of this Agreement.

a) **Fly America.** (Transportation of persons or property by air)

The CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

b) **Charter Bus Requirements.** The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

c) **School Bus Requirements.** Pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

d) **Cargo Preference (use of U. S. flag vessel).** The CONTRACTOR agrees: (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish

within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to YCIPTA (through the CONTRACTOR in the case of a subcontractor's bill-of-lading.) (c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

- e) **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.
- f) **Clean Water.** (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The CONTRACTOR agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- g) **Clean Air.** (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 et seq. The CONTRACTOR agrees to report each violation to YCIPTA and understands and agrees that YCIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- h) **Recycled Products.** The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- i) **Lobbying.** (1) 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 USC 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 USC 1352. Such disclosures are forwarded from tier to tier up to YCIPTA.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

j) **Access to Records and Reports.** (1) Where YCIPTA is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a) (1) through other than competitive bidding, the CONTRACTOR shall make available records related to the contract to YCIPTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(2) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until YCIPTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(4) FTA does not require the inclusion of these requirements in subcontracts

k) **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 YCIPTA and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

- l) **No Obligation by the Federal Government.** (1) YCIPTA 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 Agreement and shall not be subject to any obligations or liabilities to YCIPTA, 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.
- m) **Program Fraud and False or Fraudulent Statements or Related.**(1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31 apply to its actions pertaining to this 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 Agreement 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 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307(n)(1) 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.
- n) **Government-Wide Debarment and Suspension.** This Agreement 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.

The 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 bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by YCIPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to YCIPTA, 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- o) Privacy Act.** 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 USC § 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.

- p) Civil Rights.** The following requirements apply to the underlying Agreement

(1) **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, 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 USC § 2000e, and Federal transit laws at 49 USC § 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 CFR Parts 60 et seq (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the 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 USC § 623 and Federal transit law at 49 USC § 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 USC § 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 CFR 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.

q) **Transit Employee Protective Agreements.** (1) The CONTRACTOR agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements:** To the extent that FTA determines that transit operations are involved, the

CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Agreement and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to YCIPTA's project from which Federal assistance is provided to support work on the underlying contract. The CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 USC § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 USC § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 USC: § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 USC § 5333(b) are necessary or appropriate for the state and YCIPTA for which work is performed on the underlying contract, the CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 USC § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 USC: § 5311 in Nonurbanized Areas: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC § 5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

r) **Disadvantaged Business Enterprise (DBE)**

(1) Policy: It is YCIPTA's policy and objective to promote and maintain a level playing field for DBE's in YCIPTA and Federal-aid contracts. It is YCIPTA's policy to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

(2) DBE Obligation: The CONTRACTOR agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. CONTRACTOR shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award of and performance of DOT assisted contracts.

s) **State and Local Law Disclaimer.** CONTRACTOR shall keep itself informed of, comply with, and shall cause all of its agents, employees, suppliers and subcontractors of any tier to observe and comply with all applicable State and local laws, regulations, and policies, including, but not limited to, all applicable terms and conditions prescribed for third party contracts by the U. S. Department of Transportation (DOT) and the Federal Transit Administration (FTA). It is the CONTRACTOR's responsibility to know and to comply with all state laws and regulations and local ordinances relating to public works projects which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. If Contractor discovers any discrepancy or inconsistency between the plans, drawings, specifications, or contract for the work and any law, ordinance, regulation, order or decree; the CONTRACTOR shall immediately provide written notice to YCIPTA.

- t) **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, dated June 19, 2003, as amended, 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 YCIPTA requests, which would cause YCIPTA to be in violation of the FTA terms and conditions.
- u) **Drug and Alcohol Testing.** The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or YCIPTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 653 and 654 before February 15th of each year and to submit the Management Information System (MIS) reports before February 15th to YCIPTA's Transit Coordinator. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
- v) **Equal Employment Opportunity/Basic Requirements.** In connection with the execution of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. 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. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- w) **Labor Provisions.** (1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require

or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard of work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

(3) Withholding for Unpaid Wages and Liquidated Damages. DOT or YCIPTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

(4) Nonconstruction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, YCIPTA shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be

made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit representatives to interview employees during working hours on the job.

(5) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraph (1) through (5) of this paragraph.

- x) **Conflict of Interest**. No employee, officer, or agent of YCIPTA shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, an organization which employs, or is about to employ, has a financial or other interest in the firm selected for award.

YCIPTA's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of subagreements.

- y) **Breaches and Dispute Resolution**. All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of YCIPTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the YCIPTA Manager. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of YCIPTA Manager shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Unless otherwise directed by YCIPTA, CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between YCIPTA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which YCIPTA is located.

Rights and Remedies - The duties and obligations imposed by YCIPTA Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by YCIPTA, or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF ARIZONA

COUNTY OF YUMA

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent)

of _____, hereinafter referred to as (contractor) or (subcontractor).

2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in Solano County, State of Arizona.

3. That his/her proposal is genuine, and is not collusive or a sham proposal.

4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract, or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against YCIPTA, or any person interested in the proposed contract; and,

5. That the price or prices quoted in the proposal are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR, or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 20____, at _____, Arizona.

Signed: _____

Title: _____

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

The _____ (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

Signed: _____

Title: _____

Date: _____

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant _____ (Name of CONTRACTOR)
certified to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not, within a three year period preceding this proposal, been convicted, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for default.

If the primary participant is unable to certify to any of the Statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801 ET SEQUA ARE APPLICABLE THERETO.

Signature of Authorized Official: _____ Title: _____

The undersigned chief legal counsel (or corporate secretary) for the _____ hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary: _____
_____ Date: _____

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____,
that:

a. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing, or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative agreements) which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made, or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, of 20____

Signature of Authorized Official: _____

Title of Authorized Official: _____

**CERTIFICATION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM/
EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR: _____

1. CONTRACTOR overall DBE participation rate: _____

2. Names/Locations of DBEs contacted by CONTRACTOR:

3. Names/Locations of DBEs selected by CONTRACTOR:

4. CONTRACTOR work force breakdown by race and gender:

TOTAL EMPLOYEES (as of _____): _____

JOB CATEGORIES

EMPLOYEES

Male

Female

Wht Blk Hsp Asn Nat

Wht Blk Hsp Asn Nat

Officials & Managers:

Professional:

Technical:

Sales:

Office/Clerical:

Craftsmen:

Laborers:

Service:

Note: The above DBE/EEO Affidavit is part of CONTRACTOR Proposal. Signing this Proposal, on the signature portion thereof, shall also constitute signature of this DBE/EEO Affidavit.

By: _____ Title: _____

Date: _____

Exhibit A

Bus Shelter at Yuma Palms Regional Center with Ad Panel



Standard Bus Shelter at 28 other locations throughout Southwest Yuma County. An ad panel would need to be added to the side of the shelter by the CONTRACTOR.



Total shelters-27

Yuma

1. Yuma Palms Target
2. 12th St Behind Harkins Theater
3. Yuma Mesa Shopping Center
4. Frontier Village @ 4th Ave extension
5. Main Library @21st drive -2

6. Juvenile Center @ 28th St-2
7. 16th St @31st drive MCAS housing
8. 24th St@7 ½ E
9. AWC Campus -3
- 10.24th St east of Castle Dome Middle School
11. Gila Bend High School on 24th Street near Araby Road

Wellton

1. Los Angeles Ave @Williams St-2
2. Los Angeles Ave @ Center Post Office
3. Williams St @ Family Center

Somerton

1. Main St @ Columbia Ave
2. Main St @ Family Dollar

San Luis

1. Juan Sanchez Blvd @ 1st street
2. 1st street @ Library
3. Hwy 95 @ Food City
4. Hwy 95 @ Alex Furniture

Cocopah Reservations West and North

1. West Reservation @ Veterans drive
2. North Reservation @ Chapay Way
3. East Reservation @ School

Cutaway Style 1 (9) – Inside, Exterior Sides and Back is available for advertising





Minivan (4) –Exterior Sides and Back is available for advertising



EZ Rider II (2) - Inside, Exterior Sides, Front and Back is available for advertising







MST II (6) - Inside, Exterior Sides, Front and Back is available for advertising







Passport (9) - Inside, Exterior Sides, Front and Back is available for advertising





