AN AGREEMENT BETWEEN THE CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY AND TRANS-AD OUTDOOR LTD.

THIS AGREEMENT is made by the CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY ("CCRPA" or the "Agency"), an intergovernmental agency formed under Chapter 127 of the Connecticut General Statutes, Revision of 1959, as amended (the "Statutes"), having its principal place of business at 225 North Main Street, Suite 304, Bristol, Connecticut, acting herein by Carl J. Stephani, its Executive Director, hereunto duly authorized, and TRANS-AD OUTDOOR LTD., a corporation licensed to do business in the State of Connecticut, acting herein by Alan Watson, its President (the "Contractor"), having its principal place of business at 15 Highwoods Drive, Guilford, Connecticut.

WITNESSETH THAT;

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1. The Contractor's Obligations. The Contractor is responsible for carrying out the Scope of Services contained in the Request for Proposals entitled "Transit Advertising Services", issued with a response date of September 30, 2009, attached hereto and incorporated herein as Exhibit A (the "Services").

ARTICLE 2. The Agency's Responsibilities. The Agency shall provide policy direction for the Project. It shall monitor the performance of the Contractor's work on the Project.

ARTICLE 3. Term of Agreement. This Agreement shall have an effective date of January 1, 2010. The term of this Agreement shall commence on the effective date and continue for thirty (30) months until June 30, 2013 (the "termination date"), with two (1) year options to renew the Agreement subject to the mutual agreement of both parties thereafter.

ARTICLE 4. Compensation. The parties to this agreement, each in consideration of the agreements on the part of the other herein contained, do hereby agree, the Agency for itself, and said Contractor for itself and its successors and assigns, that the Contractor shall pay the Agency fifty percent (50%) of the net operating revenue from the sale of advertising on and in the vehicle fleet utilized by the Agency for the provision of paratransit services. The Contractor shall make this payment within twenty (20) business days after the end of the quarter in which said revenue was earned.

ARTICLE 5. Recordkeeping and Reporting. The Contractor shall coordinate payments with the Agency's Bookkeeper. Each payment shall be accompanied by a report that, at a minimum, includes:

1. A listing of all contracts in effect
2. Copies of billings for the month by vendor
3. A report on collections for the month by vendor
4. Past due amounts
5. New contracts signed
6. Contract expiration dates
7. Fees paid to outside agencies
8. Vehicle number where advertising signs are posted

ARTICLE 6. Audits. The Contractor shall permit the authorized representatives of the Agency to inspect and audit all data and records of the Contractor at reasonable times relating to its performance under this Agreement through and until the expiration of three (3) years after the final payment under this Agreement.

ARTICLE 7. Indemnification and Insurance. The Contractor shall indemnify and hold harmless the Agency from and against any and all liabilities, claims, and costs of any kind and nature including but not limited to the injury or death of any person, loss or damage to property, and attorney's fees when such costs are caused by the acts or omissions of the Contractor or its employees, agents, subcontractors or representatives.

ARTICLE 8. Required Contract Clauses. The Contractor shall be required to perform the Services hereunder in accordance with all applicable Federal Transit Administration ("FTA") regulations and the terms and conditions of this Agreement.

The Contractor shall comply with all FTA requirements in the same manner and to the same extent as the Agency. Such requirements include those of the United States of America, Department of Transportation, Federal Transit Administration, Master Agreement, for Federal Transit Administration Agreements, including all the associated laws, rules and regulations. A copy of the applicable regulations is attached hereto and incorporated herein as Attachment A to the CCRPA RFP "Transit Advertising Services" (Exhibit A).

The Contractor must adhere to the Agency's Guidelines Regulating Transit Advertising with any and all of the restrictions it outlines. A copy of this policy is attached hereto and incorporated herein as Exhibit B, the "Guidelines".

ARTICLE 9. Independent Contractor. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to the Agency for any purpose.

ARTICLE 10. Termination Notice. The Agency, upon 90 days' prior written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract when taken for cause including, but not limited to (a) the Contractor's failure to render the Services required under this Agreement to the satisfaction of the Agency, or (b) the termination for any reason of any Grant Assistance Contracts between the Agency and the State of Connecticut providing State funds in whole or in part in support of Americans with Disabilities Act (ADA) compliant paratransit services. Upon receipt of written notification from the Agency that this Agreement is to be terminated, the Contractor shall immediately cease operations on work being performed under this Contract and shall secure and otherwise make an accounting to the Agency of all outstanding advertising contracts, assemble and turn over to the Agency or a designated record collection site all material that has been prepared, developed, furnished, or otherwise obtained under the terms of this Agreement.

In the event of termination, the Contractor shall pay the Agency its share of advertising revenue for sales performed up to the termination date

ARTICLE 11. Integrity. The Contractor hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this Federally supported contract.

ARTICLE 12. Successors and Assigns. The Agency and the Contractor each binds itself, its successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither the Agency nor the Contractor shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

ARTICLE 13. The Agreement. This Agreement consists of (1) this Document; (2) CCRPA RFP "Transit Advertising Services"; (3) the Contractors submission proposal; (4) FTA Required Contract Clauses; and (5) any other provisions referred to in this Agreement. In the event of any inconsistency or contradiction between this Document and any other part of the Agreement (CCRPA RFP "Transit Advertising Services"; The Contractors submission proposal; FTA Required Contract Clauses; and any other provisions referred to in this Agreement), the terms contained in this Document shall prevail.

ARTICLE 14. Extent of Agreement. This Agreement represents the entire and integrated Agreement between the Agency and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Agency and the Contractor.

ARTICLE 15. Governing Law. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Connecticut. Nothing contained in this Agreement is intended to nor shall limit the authority or responsibilities assigned to the individual signatories under State or Federal law.

ARTICLE 16. Force Majeure. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation (except payment of money) is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party.

Each party shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the Services under this Agreement. In any event that either party is prevented or delayed in the performance of its obligations by reason of such Force Majeure, there shall be an equitable adjustment of the schedule, maximum payment amount, and line-item costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated below.

WITNESSES: CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY

By:_____
Carl J. Stephani
Executive Director

Date:

WITNESSES: Trans-Ad Outdoor, LTD.

By:_____
Alan Watson
President

Date:

EXHIBIT A

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY

Serving Berlin, Bristol, Burlington, New Britain, Plainville, Plymouth, and Southington

225 North Main Street, Suite 304
Bristol, CT 06010-4993

Internet: http://ccrpa.org
Fax/TDD: (860) 589-6950

Tel: (860) 589-7820
or (860) 224-9888

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
REQUEST FOR PROPOSALS (RFP)
TRANSIT ADVERTISING SERVICES

The Central Connecticut Regional Planning Agency (the "Agency"), the paratransit provider for the central Connecticut region, is seeking a firm to manage the sale and placement of advertising on Agency-managed vehicles. Proposal documents may be obtained online at http://ccrpa.org Questions may be directed to Ken Shooshan-Stoller at (860) 589-7820 x16 or ken@ccrpa.org.

Proposals shall be submitted to Ken Shooshan-Stoller, CCRPA, 225 North Main St, Suite 304, Bristol, CT 06010-4993, on or before **Wednesday, September 30, 2009.** Proposals received after the deadline will not be considered. Any changes, or any requests for changes in the specifications, will not be recognized after proposals are submitted to the Agency.

Any contract resulting from this RFP is subject to a financial assistance contract between the Agency and the Connecticut Department of Transportation. All Proposers will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the Contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

The Agency hereby notifies all Proposers that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award.

The Agency reserves the right to reject any and all proposals as submitted by this RFP, and to waive informalities and irregularities, as it deems in its best interest.

SECTION I

INTRODUCTION

The Central Connecticut Regional Planning Agency (the "Agency") is a quasi-governmental agency operating under the authority of Chapter 127 of the Connecticut General Statutes. There are seven member towns represented by appointees who collectively form the Agency Board, which is the policy-making body of the Agency. The Agency serves as the paratransit provider for the central Connecticut region.

The Agency is soliciting proposals through this Request for Proposals ("RFP") for an advertising sales firm to administer and carry out the day-to-day functions associated with interior and exterior advertising on Agency-managed paratransit vehicles. The vendor selected to manage the sales and placement of advertising on these vehicles must demonstrate its ability to manage all tasks related to the implementation of this project. These tasks include: all client sales contacts, production, printing and plotting services, posting and removing signs/vinyl on Agency vehicles, billing, collecting revenues from clients, and other necessary or customary business practices. The specifics of the services, and other documents relevant to this RFP, are set forth in the Scope of Services and in the Exhibits attached hereto and made a part hereof.

SUBMISSION OF PROPOSALS

Contractors shall submit one copy of the Proposal on or before **September 30, 2009** to:

Ken Shooshan-Stoller, CCRPA
225 North Main St, Suite 304
Bristol, CT 06010-4993

Fax (860) 589-6950
E-mail ken@ccrpa.org

Proposals sent by post, fax, or e-mail shall be clearly marked "PROPOSALS FOR TRANSIT ADVERTISING SERVICES" on the front thereon, cover sheet, subject line, respectively.

Late submissions will not be accepted. It is the responsibility of the Proposer to ensure that its Proposal is received by the Agency by the date and time referred to hereinabove. CCRPA will not be held responsible for lost, misdirected, or returned mail, faxes, or e-mail.

All costs associated with the preparation and delivery of a Proposal are the sole responsibility of the Proposer. No such expenses shall be included as part of the price proposed in response to the RFP.

PROPOSAL INQUIRIES

All questions and requests for clarification regarding this RFP or this process must be submitted in writing to Ken Shooshan-Stoller on or before September 23, 2009. Any correction or changes to this RFP will be made by written addendum only and will be distributed to all known recipients of the RFP document. All other communication by any Proposer with agents or employees of the Agency on the subject of this RFP or the pending process may result in the Proposer being deemed ineligible with regard to this RFP.

The Agency reserves the right to issue addenda to this RFP as a result of inquiries received, convoke an informational conference, or to make adjustments to its project schedule if it is deemed in the Agency's best interest to do so. The Agency further reserves the right to reject any and all Proposals resulting from this RFP if the Agency deems that it is in the best interest of the Agency to do so. The Agency may elect to make an award of the subject contract as direct result of Proposals received or elect to negotiate with Proposers.

FEDERAL GRANT REQUIREMENTS

Exhibit A attached hereto and made a part hereof sets forth federal requirements placed upon vendors who are participating in a project funded in whole or in part with Federal grants. Its provisions are hereby included herein as an integral part of this RFP.

PROCUREMENT AND APPEALS PROCESS

The Agency's procurement procedures and appeals process are contained in Exhibit B attached hereto and made a part hereof.

VALIDITY OF PROPOSALS

Proposers agree that their proposals remain valid for ninety (90) days after the deadline for submission of proposals and may be extended beyond that time by mutual agreement.

Proposers agree that their proposals, including pricing (but not proprietary information), may be released to other bidders upon announcement of award, if requested by such other bidders.

By responding to this RFP, the proposer implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. It is further implied that the proposer did not participate in the Agency's RFP development process and that no employee of the Agency participated directly or indirectly in the firm's proposal preparation.

FUNDING

Any contract resulting from this RFP is subject to a financial assistance contract between the Agency and the U.S. Department of Transportation. All firms will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the Contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

ATTACHMENTS

The following attachments are included in this package:

A. Federally Required Contract Clauses
B. Procurement Procedures and Appeals Process
C. Vehicle Inventory and Schematics
D. Required Forms and Certificates
    a. Certificate of Eligibility
    b. Certificate of Non-Collusion
    c. Certificate of Anti-lobbying
    d. Certificate of Eligible Contractors

SECTION II

BACKGROUND

The central Connecticut region comprises seven (7) municipalities with 163.6 square miles and a population of 232,413 people. The largest cities in the service area are New Britain and Bristol, with respective populations of 70,181 and 60,679.

The Agency contracts with DATTCO for the provision of paratransit service to persons who are unable to access fixed route buses in accordance with regulatory procedures promulgated in the Americans with Disabilities Act of 1991. In fiscal year 2009-10, DATTCO will operate a fleet of ten vehicles for a total of 22,000 service hours. Paratransit vehicles originate in New Britain, Bristol, Plainville, and Berlin and serve destinations in these towns as well as selected destinations in the Greater Hartford, Middletown, and Meriden Transit Districts.

CONTRACT TERM

It is the intent of the Agency to execute an agreement with the successful proposer, herein after referred to as ("the Contractor"). The terms, conditions and financial benefits of an Agreement between the Agency and the Contractor will be negotiated, after selection of the Contractor, by the Agency and the Contractor, subjected, however, to the terms hereof.

The agreement between the Agency and the Contractor shall be for a period commencing upon award of this contract and ending June 30, 2012, with the option of renewing said agreement with the Contractor in one year increments for up to two additional years, subject to the agreement of both parties. The Agency reserves the right to terminate such Agreement in the event of any default with respect to the terms thereof by the Contractor, upon giving fifteen (15) days prior written notice, at the end of which time period such Agreement shall terminate.

SCOPE OF WORK

The Agency is soliciting written proposals from interested firms to act as its exclusive agent for the sale of advertising in and on the fleet of paratransit vehicles the Agency manages. The Agency seeks to grant to a responsible and qualified proposer the right and privilege to place advertising material of the type indicated in this RFP on the inside and outside of the vehicles. The successful proposer shall have the right and responsibility for soliciting contracts for advertising on Agency-managed vehicles and for placing and maintaining materials, servicing all advertising contracts, collecting of all accounts receivable, and doing and performing all other services and activities required to maintain a reasonable and satisfactory amount of paid advertising on Agency-managed vehicles at all times. The successful proposer will pay the Agency a percentage of its gross operating revenue.

OPERATING REQUIREMENTS

1. The successful proposer, at its own expense, will be responsible for posting advertising signs and removing outdated signs and any signs rejected by the Agency.
2. The Agency reserves the right to reject any advertising it finds to be offensive, objectionable, or in poor taste.

3. The Agency reserves the right to determine the size, type, location and method of attachment of all exterior and interior advertisements.
4. The successful proposer may be required to produce advertising sales brochures and a media kit upon the demand of and with the approval of the Agency.
5. Development and production of all advertising shall be done by the successful proposer at the proposer's sole expense.
6. The successful proposer shall keep advertising in good repair by removing unapproved, damaged, or defaced advertising completely within three (3) business days after notice from the Agency and completely removing all dated advertising materials within seven (7) business days after their expiration date.
7. The successful proposer shall observe and obey all applicable laws, rules and regulations that may exist over time. Rules and regulations include those promulgated by the Agency.
8. Installation and ongoing maintenance of signs and other necessary activities of the successful proposer must not interfere with the Agency's operations, including paratransit service. Access to vehicles will be provided only at times consistent with the operational hours of the Agency.
9. Vehicles shall not be removed from service for the installation or removal of advertising.
10. The successful proposer shall keep full, complete, true and active records of its operations. Said records shall be available for inspection or audit by the Agency or its authorized agent at any reasonable time through the term of the Contract. Upon the Agency's request, the proposer shall submit to the Agency various annual financial reports and projections intended to inform the Agency's Executive Director of the proposer's project activities.

METHODS OF POSTING ADVERTISEMENTS

The Agency is open to the following methods to display signs:

- full or partial wraps,
- direct application of vinyl signs,
- and other forms of advertising at the Agency's discretion.

No layering of advertisements shall be permitted. This means that the previous display must be removed before application of a new display. The Agency may use automatic wash equipment for cleaning the vehicles. The Agency will not be responsible for damaged done to advertising as a result of cleaning vehicles.

Advertising materials, supplies, and equipment used shall be designed, constructed, and applied to preclude damage to the vehicles during the installation and removal process. The proposer will be responsible for any damage on vehicles when advertising is installed, modified, or removed. The proposer shall be responsible for the cost of restoring the exterior and, as applicable, interior surfaces of the vehicles to their condition prior to installation of advertisement. If the Agency determines, at its sole discretion, that damage has occurred, and has been caused by the proposer's activities under the Contract, the proposer shall be notified in writing. The Agency shall determine, at its sole discretion, the extent of repair needed to restore the damaged area(s) to their original condition. The Agency will invoice the proposer for the full dollar cost, including administrative costs, of the repair of any damage to the Agency vehicles resulting from the

installation, modification, or removal of advertising or any other project activities. Such invoice shall be paid to the Agency by the proposer within 30 days after receipt by the Proposer. Failure to timely reimburse the Agency for the damage to the Agency's vehicles may result in termination of the Contract.

The Agency manages 10 TurtleTop Ford E450 Shuttle/Paratransit buses. The buses measure 23 feet by 10½ feet by 8 feet (length × height × width). As configured, the buses seat a maximum of 18 passengers, including space for two wheelchairs. The buses are not currently equipped with advertising frames. Pictures of and information on bus specifications are available upon request.

STORAGE SPACE

With the agreement of the paratransit operator, the Agency will provide a small space at the paratransit facility, free of charge, to the successful proposer for the handling and storage of advertising signs. The successful proposer is responsible for keeping this work area neat and clean. The successful proposer shall store its own equipment and materials. The Agency can receive advertising materials via its Paratransit Contractor facility up to 48 hours prior to installation. The Agency does not assume responsibility for any lost, damaged or defective materials as part of the receipt process.

CHARACTER OF ADVERTISEMENTS

1. Advertisements shall conform to recognized business standards, and shall not conflict with the laws of the United States, and the State of Connecticut.
2. Proposers are specifically advised and hereby notified that the graphics, artwork, and copy of the advertisements are to be of high quality and of good taste. The Agency will have sole and unquestioned authority to determine what constitutes "high quality and good taste."
3. Expressly prohibited is advertising that:
    a. Is immoral, obscene, vulgar, disreputable, or otherwise inappropriate to public display.
    b. Is of or advertises events or materials of a sexually explicit nature.
    c. Is false, misleading, or deceptive.
    d. Is defamatory or likely to scorn or ridicule a person or group of persons.
    e. Advertises alcohol or tobacco products.
    f. Advocates violence or weapons.
4. The Proposer shall not exhibit advertisement which is contrary to the best interest of the transit system or which may result in public criticism of the transit system.
5. Political advertising shall be accepted on a prepaid, cash basis only, and shall be permitted on a first-come, first-serve basis.
6. The Agency reserves the sole right to refuse any advertisement which may be construed to reflect its support for or opposition to a particular product, service, idea, political viewpoint, or point of view.
7. Advertising shall not be accepted by or on behalf of any candidate for political office, or relating to any issue of a political nature whereby the advertiser attempts to influence public opinion.
8. All advertising shall be printed and displayed in a neat manner. The successful proposer shall maintain all displayed advertising so as to insure its neat appearance, and promptly remove all

advertising that is worn or otherwise unsightly in appearance. The Agency reserves the right to require the successful proposer to promptly remove, at the proposer's own expense, any advertising which, in the opinion of the Agency, is unsightly in appearance.

AGENCY ADVERTISING ON/IN VEHICLE

The Agency reserves the right to use, without charge, advertising space that the proposer has not been able to sell for the promotion of its services. The successful proposer shall install and remove the Agency advertisements without charge. The Agency will be responsible for the production costs of any advertising signs for its direct benefit.

ILLUSTRATED/WRAPPED VEHICLE

The successful proposer will submit the illustrated/wrapped design and advertiser for each vehicle it proposes to illustrate/wrap for prior approval by the Agency. The Agency reserves the right to reject any advertiser or design for the illustrated/wrapped vehicle. The designs for illustrated/wrapped vehicles shall be such that they minimize the amount of window space covered by the promotional message. The vehicle number shall be displayed at the following locations on a covered vehicle: front, rear and both sides.

REPORTING

The successful proposer shall submit a quarterly report within twenty (20) business days after the end of the quarter. The quarterly report must contain, but is not limited to, the following information:

1. All contracts in effect
2. Billings for the quarter by vendor
3. Collections for quarter by vendor
4. Past due amounts
5. New contracts signed
6. Contract expiration dates
7. Fees paid to outside agencies
8. Vehicle number where advertising signs are posted

The quarterly report to the Agency is to be e-mailed or mailed to the Agency bookkeeper. The Agency's bookkeeper's e-mail and mail addresses are as follows:

Central Connecticut Regional Planning Agency E-mail cheri@ccrpa.org
Attn: Cheri Bouchard-Duquette, Bookkeeper
225 North Main St, Suite 304
Bristol, CT 06010-4993

RECORD KEEPING

The successful proposer shall maintain all required records for three (3) years after final payment by the successful proposer to the Agency under the terms of the operating contract. However, if any audit, claim, or litigation is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

The successful proposer will permit the Agency to inspect/audit all records and financial data involved in the operation of the advertising program to determine compliance with all standard rules and regulations during the regular business hours maintained by the successful proposer, and at such other times upon two (2) day's written notice. If a material financial breach is determined to exist, this is grounds to terminate the contract at the sole discretion of the Agency. The Agency's litigation and collection expenses related to this contract are the responsibility of the proposer.

REQUIRED INSURANCE

The successful proposer shall indemnify and hold harmless the Agency from any and all damage, loss or injury (including the resulting death of any person), lawsuits, claims, demands or liens resulting from the installation, maintenance or use of any advertising display on Agency vehicles.

COMPENSATION

The successful proposer will pay the Agency a fixed percentage of the gross operating revenue from the sale of advertising. The successful proposer will split said revenue 60/40 (60% Agency share, 40% proposer share), though equivalent or better offers may be entertained. Payments shall be made on a quarterly basis, within twenty (20) business days after the end of the quarter in which said revenue was earned. The quarterly payment is to be sent to the Agency's bookkeeper at the postal address above.

SECTION III

SUBMISSION REQUIREMENTS

All information shall be provided according to the following instructions in order to be considered a responsive Proposal. Each Proposal shall be typed and should be concise but comprehensive. The Proposal is limited to 20 - 8 ½ × 11 sheets, with a font size of 12 points. Proposal Forms must be completed and signed. All required certifications must be completed, signed, and submitted with each Proposal.

EXPERIENCE

The Proposer must have a minimum of five years of experience in the transit advertising sales business and demonstrate it has the ability to fulfill the obligations of this contract.

The proposal should include a list of clients to whom the Proposer has provided services similar in scope and complexity to that concerned with this RFP. The most recent reference should be listed first, then others in reverse chronological order. The proposal should include the name, title, and telephone number of a contact person for each reference, as well as details on the period of performance, service, area, population, and number and type of vehicles being operated by the reference. In addition, the proposal must include documentation of revenues to clients versus minimum goals/guarantees/percentages for all current and previous contracts. The Agency reserves the right to seek references beyond those supplied by the Proposer, which may be used as part of the evaluation process.

The Proposer must provide, for each of the company principals involved with the contract, inclusive of the lead individuals for the Agency sales force, a resume, indicating, at a minimum, the individual's name, which position the individual would be assigned to, years of relevant experience, and specific relevant experience.

Financial statements, including the most recent three (3) years of audited financial reports (if publicly held corporation) or information similar to that contained in an annual report (if privately held corporation) must be submitted as part of the Proposal.

ADVERTISEMENT PLAN

The Proposer must provide a comprehensive, detailed program describing the method to be used to accomplish this project as stated in the Scope of Work section. Proposers must adequately incorporate and address all of the requirements of the RFP. The Proposer must demonstrate it has the ability to successfully acquire advertising contracts and to produce maximum advertising income for the district.

FORMULA FOR COMPENSATION

Proposers must set forth in appropriate detail the proposed formula for compensation to the Agency, which shall be based on gross revenue received from the sale and placement of commercial or public service advertising space. The Proposer must also include the minimum amount of revenue that it will annually guarantee as payment to the Agency.

REQUIRED CERTIFICATIONS

The Proposal must include the completed and signed certifications shown in Exhibit D.

SECTION IV

EVALUATION PROCEDURES

All proposals received will be evaluated a Review Committee. The Review Committee shall review each Proposal submitted and may invite some or all of the Proposers to submit material to clarify their proposals. In this event, the Review Committee will be provided the opportunity to revise their original review to accurately reflect any additional information that may have been obtained through the invitation.

The Proposer with the highest ranking Proposal and whose revenue Proposal is acceptable may be contacted regarding any potential areas to be negotiated. If negotiations are determined not to be necessary, a contract will be awarded to that company. If negotiations are conducted and not successful with the highest-ranking Proposer then negotiations may be conducted with the next highest-ranking Proposer and so on until negotiations are successful.

The Review Committee will take all information provided into consideration in making its recommendation to award a contract to the successful proposer in the best interests of the Agency. The Agency shall select the highest rated Proposal subject to negotiation of fair and reasonable compensation. An award will be made to the most responsible and responsive firm in accordance with the evaluation criteria for this RFP.

The Agency reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request for best and final offers. The Agency reserves the right to award on the basis of initial Proposal submitted without negotiations or discussions if such action is deemed to be in the best interest of the Agency.

QUALITY OF SERVICE (60 POINTS)

Proposer's ability to perform the service as stated in the RFP. All Proposals will be evaluated by the Review Committee to determine if the requirements outlined in this RFP are met. The rating shall be based on the quality of the following items:

Experience of firm and staff (30 points)

The experience and capability of the firm to undertake this contract with the maximum financial return to the Agency. Client references and proposer's history and financial stability will be considered. The sales experience of the assigned staff, especially with transit advertising, will also be strongly considered.

Advertising Sales Plan (30 points).

Detailed implementation plan. The content and presentation of written materials, experience and results from previous marketing programs, and demonstrated ability to meet minimum guarantees/percentages to clients will be reviewed.

REVENUE SHARE (40 POINTS)

Proposals will be rated on the basis of the revenue formula. The Proposal committing the highest revenue share to the Agency will receive 40 points. All other proposals will receive between 1

and 39 points proportional to the potential for payment according to the respective revenue formula.

ATTACHMENT A

FEDERAL GRANT REQUIREMENTS

FEDERALLY REQUIRED CONTRACT CLAUSES

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 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.

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.

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 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser 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.

Lobbying

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

<u>Access to Records</u>

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, 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.

5. 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.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, 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).

7. FTA does not require the inclusion of these requirements in subcontracts.

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.

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 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser 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.

No Obligation by the Federal Government.

(1) The Purchaser 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 Purchaser, 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.

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 Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 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.

Termination

a. Termination for Convenience. The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to the Agency, the Contractor will account for the same, and dispose of it in the manner the Agency directs.

b. Termination for Default [Breach or Cause] If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The Agency in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions
If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of

written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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.

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 proposal, the Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The 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.

Contracts Involving 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.

Civil Rights

The following requirements apply to the underlying contract:
(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.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Agency's Executive Director. 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 [title of employee]. 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 the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by the Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract 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 therefor 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 the Agency 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 the Agency is located.

Rights and Remedies - The duties and obligations imposed by the Contract 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 the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, 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.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 the Agency deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Agency. In addition, the Contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

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.

ATTACHMENT B

APPEALS PROCEDURES

CENTRAL CONNECTICUT REGIONAL PLANNING Agency

APPEAL PROCEDURES

These appeal procedures cover pre-award, award, and post award phases of the procurement as described below.

The Agency reserves the right to postpone bid opening for its own convenience and to reject any or all bids and to waive any irregularities. The Agency will establish a formal, complete record of the dispute resolution process. The Board of Directors of the Agency is the final decision maker for the Agency. Any changes to specifications or scope of services will be made by written addendum.

1. Pre-Award

Proposers may make appointments with the Executive Director to discuss the scope of services. This, however, does not relieve proposers from written, documented requests for changes or clarifications as described below.

Requests for clarification of or changes in the Scope of Services, and protest of any part of the Scope of Services must be received by the Agency in writing not less than 18 full days before the date of Response Date. Any request for a change in the Scope of Services must be fully supported with pertinent information.

The Agency's replies to requests under the above paragraph will be postmarked at least 10 full days before the Response Date. The Agency in its reply will respond specifically to each material issue raised in the protest.

2. Award

Each proposer will be notified by the Agency as to selection of a proposer under this procurement. Included in that notification will be a proposed effective date of engagement which will be no less than 15 days following the date of notification of award.

Any proposer may protest the proposed award of contract in writing submitted to the Executive Director of the Agency no later than 5 days prior to the proposed effective date of engagement. Any such award protest must be fully supported with pertinent information as evidence that the accepted technical proposal does not meet the RFP requirements or Scope of Services, or that the Agency violated its procurement procedures. Upon advice of counsel and the FTA, the Agency is not obligated to transmit any proprietary or pricing information transmitted to the Agency in confidence under the provisions of this RFP. The Executive Director will attempt to resolve the issues raised by protesters prior to the effective date of engagement. If resolution is reached, the

Executive Director will issue a decision in the matter and the procurement process will continue. If resolution is not reached, then the issue will be referred to the Board of Directors of the Agency for a determination and the award of engagement will be delayed until a decision is rendered by the Board. The Board's decision is the final Agency determination and will take effect not less than five working days therefrom to permit a protester to appeal the decision to the FTA. Should such appeal be taken, no award will be made until FTA has issued its ruling.

It is the policy of the Agency not to proceed with the award phase of any procurement if there is a pending protest.

3. Post-Award

Due to the extensive opportunity offered proposers to protest the pre-award and award phases of the procurement process, post-award protests will only be accepted concerning the alleged failure of a successful proposer to deliver the procured services pursuant to the Scope of Services.

The Agency will respond to any such concerns in writing to any such protester. If the Agency cannot resolve any legitimate issue with its successful proposer, then legal recourse would be pursued. Should the engagement be terminated as a result of such legal action, a re-bid of the procurement would take place.

4. Appeals to FTA

A protest may be filed at any time during the procurement process with FTA as set forth below. FTA, under the provisions of its Circular 4220.1B, will only review protests regarding the alleged failure of the Agency to have written protest procedures or alleged failure to follow such procedures. Any such appeal to FTA must be in writing and received by FTA not later than five government working days following a final decision rendered by the Agency or after the Agency has failed to render a final decision on the protest. Such protest shall be filed with FTA's Region I Office at 55 Broadway, Cambridge, MA 02142 with a copy to the Agency and must include: the name and address of the protestor; cite the Agency as the grantee, the number of the RFP; a statement of the grounds for protest and any supporting documentation; and include a copy of the local protest filed with the Agency and a copy of the Agency's decision, if any. In any protested bid, the Agency shall not award any contract until it verifies with FTA (after 5 days) that no bid protest has been received by FTA. The Agency will furnish FTA copies of all relevant documents pertaining to the bid.

Upon receipt of a notice that an appeal has been submitted to FTA, the Agency will immediately contact the appropriate FTA official to determine if the Response Date should be postponed. If the Response Date is postponed, the Agency will telegraph all proposers or firms who have been furnished a copy of the RFP that an appeal has been filed and that the Response Date is postponed until FTA has issued its decision. Appropriate addenda will be issued rescheduling the Response Date. Any appeal to FTA may be withdrawn at any time before FTA has issued its decision.

FTA's decision on any appeal will be final. No further appeals will be considered by FTA.

ATTACHMENT C

REQUIRED FORMS AND CERTIFICATIONS

PROPOSAL FORM

Name of Organization: TRANS-AD OUTDOOR LTD

Telephone Number: 203 453 5735 203 314 4928

Years in Business: 9 MTH. FORMALLY TRANS-AD LLC 6 YRS

Organization is (check one):

X Corporation ___ Partnership ___ Association

___ Joint Venture ___ Sole Proprietorship ___ Public Agency

___ Quasi-Public Agency___ Other: (Explain): _____

Organization's Address: 15 HIGHWOODS DRIVE

GUILFORD CT 06437

Name and Title of the Organization's Authorized Representatives:

Preparer: ALAN WATSON

Contact for Questions about Proposal: ALAN WATSON V.P.

Officer responsible for Contract Performance: MS CYNTHIA L. WATSON

Acknowledgment of received Addenda No(s): _____

The undersigned, being cognizant of the pages, documents and attachments concerned herewith agrees to provide the Agency with the services described in the before attached Request for Proposal. The stated Proposal shall be firm for 90 days from the due date for this Proposal.

The Contractor hereby affirms that this Proposal is genuine, not a sham or collusive, and is not made in the interest of any person not therein named.

Alan Watson SEPT-28-09

Authorized Signature Date

REVENUE PROPOSAL FOR TRANSIT ADVERTISING

Proposers are to present their **Revenue Proposal** in the following format:

Share of Revenue:

*50 % of Annual Income payable to the Agency in first year
* AFTER PRODUCTION & DESIGN COSTS

Option Years

50 % of Annual Income payable to the Agency in second year

50 % of Annual Income payable to the Agency in third year

50 % of Annual Income payable to the Agency in fourth year

50 % of Annual Income payable to the Agency in fifth year

Minimum Guarantee

Minimum Annual Guarantee to the Agency in first 90 days $ 0

Minimum Annual Guarantee to the Agency in first year $ 0

Option Years

Minimum Annual Guarantee to the Agency in second year $ 0

Minimum Annual Guarantee to the Agency in third year $ 0

Minimum Annual Guarantee to the Agency in fourth year $ 0

Minimum Annual Guarantee to the Agency in fifth year $ 0

Proposer is to complete this Revenue Proposal form in compliance with RFP.

TRANS-AD OUTDOOR LTD — 9-28-09

Company Name — Date

ALAN WATSON — Alan Watson

Name of Authorized Official — Signature of Authorized Official

CERTIFICATION OF ELIGIBILITY

CYNTHIA L. WATSON & ALAN WATSON hereby certifies that neither
(Name of Proposer)

it nor its "principals" is included on the U.S. Comptroller General's Debarred Bidders List.

Signature: Alan Watson

Firm: TRANS-AD OUTDOOR LTD

The Proposer certifies 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 participating in this transaction by any Federal department or agency.

B. Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it 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 anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, 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.

D. Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

(Check One)

✓ I DO CERTIFY _____ I DO NOT CERTIFY

DATE: SEPT 7, 28-09

SIGNATURE: Alan Watson

TITLE: VICE PRESIDENT

CERTIFICATION OF NON-COLLUSION

The Undersigned certifies, under penalties of perjury:

That this Proposal has been made by the Proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment , or services described in this procurement document, designed to limit independent bidding or competition;

That the contents of the proposal have not been communicated by the Proposer or it's employees or agents to any person not an employee or agent of the Proposer or it's surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official awarding of this procurement.

That I have fully informed myself regarding the accuracy of the statement made in the certificate.

SIGNATURE: Alan Watson

NAME: ALAN WATSON

FIRM: TRANS-AD OUTDOOR LTD

TITLE: VICE PRESIDENT

DATE: 9-28-09

CERTIFICATION OF RESTRICTIONS OF LOBBYING

I, ALAN WATSON V.P., of TRANS-AD OUTDOOR LTD
Name & Title — Name of Firm

hereby certify that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

4. The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000, and not more than $100,000 for each such failure.

5. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this 28 day of SEPTEMBER, 20 09.

By: Alan Watson VICE PRESIDENT

Signature & Title of Authorized Official

ELIGIBLE CONTRACTORS CERTIFICATE

I, ALAN WATSON V.P., of TRANS-AD OUTDOOR LTD
Name & Title — Name of Firm

hereby certify that it **IS / IS NOT** (circle one) included on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

SIGNATURE: Alan Watson

NAME: ALAN WATSON

FIRM: TRANS-AD OUTDOOR LTD

TITLE: VICE PRESIDENT

DATE: SEPT - 28 - 09

EXHIBIT B

GUIDELINES REGULATING TRANSIT ADVERTISING

Purpose

Through these Guidelines the Agency intends to establish uniform, viewpoint-neutral standards for the display of advertising on or in all Agency-utilized paratransit vehicles ("facilities"). The Agency seeks to meet the following goals and objectives:

1. Maximizing revenue generated by advertising;
2. Maintaining the safe and orderly operation of the Agency and its facilities;
3. Maintaining a safe and welcoming environment for all Agency passengers, including staff who operate on or come in contact with the system; and
4. Avoiding the identification of the Agency, the State of Connecticut or the United States of America with the advertisements or the viewpoints of the advertisers.

The Agency reserves the right, from time to time and without prior notice, to suspend, modify or revoke the application of any or all of these Guidelines as it deems necessary to comply with legal mandates, to accommodate its primary transportation function and/or to fulfill the goals and objectives referred to herein. Each of the provisions of these Guidelines shall be deemed severable.

Advertising Program and Administration

A. The Agency shall, from time to time, select an "Advertising Contractor" who shall be responsible for the daily administration of the Agency's advertising program in a manner consistent with these Guidelines and the terms of the agreement, if any, by and between an advertising contractor and the Agency. The advertising program shall include, but not be limited to, promotion, solicitation, sales, accounting, billing, collections, and posting of advertising displays on or in Agency-utilized paratransit vehicles.

B. The Advertising Contractor shall provide, or shall subcontract for, all employees and equipment necessary to perform the work and provide the services required by the Agency.

C. The Agency shall designate an employee (title) as its "Advertising Contract Administrator" to be the primary contact for the Advertising Contractor. Questions regarding the terms, provisions or requirements of these Guidelines shall be addressed initially to the Advertising Contract Administrator.

Operations and Promotions

The Agency has the unqualified right to display on or in its facilities advertisements and notices that pertain to the Agency operations and promotions, consistent with the provisions of its Agreement with the Advertising Contractor.

Disclaimers

The Agency reserves the right, in all circumstances (including without limitation a public service announcement), to require that an advertisement on or in its facilities include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of, the Agency, the State of Connecticut and/or the United States of America.

Advertising Standards

A. The Agency intends that its facilities constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth below. Certain forms of paid and unpaid advertising will not be permitted for placement or display on or in the Agency facilities.

B. The Agency shall not permit the placement or display of any advertisement that falls within one or more of the following categories:

1. Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products, including without limitation an image or depiction of such products.

2. Firearms. The advertisement contains an image or depiction of a firearm.

3. Violence. The advertisement contains an image or depiction, or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, or (2) the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm to a person or animal.

4. Profanity. The advertisement contains profane language.

5. Obscenity or Nudity. The advertisement contains obscene material or images or depictions of nudity. For purposes of these Guidelines, the terms "obscene" and "nudity" shall have the meanings contained in the Connecticut General Statutes.[1]

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[1] State of Connecticut General Statutes (Section 53a-103) defines "obscene" as follows: "Any material or performance is "obscene" if, (A) taken as a whole, it predominantly appeals to the prurient interest, (B) it depicts or describes in a patently offensive way a prohibited sexual act, and (C) taken as a whole, it lacks serious literary, artistic, educational, political or scientific value. Predominant appeal shall be judged with reference to ordinary adults unless it appears from the character of the material or performance or the

6. Prurient Sexual Suggestiveness. The advertisement contains material that describes, depicts or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interests of an average adult, applying contemporary community standards, or would find appeals to the prurient interest of minors or adults in sex. For purposes of these Guidelines, the term "minor" shall have the meaning contained in Connecticut General Statutes.[2]

7. "Adult"-oriented Goods or Services. The advertisement promotes or encourages or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC-17," adult book stores, adult video stores, nude dance clubs or other adult entertainment establishments, adult telephone services, adult internet sites or escort services.

8. Political Campaign Speech. The advertisement contains political campaign speech. For purposes of these Guidelines, the term "political campaign speech" is speech that (1) refers to a specific ballot question, initiative petition or referendum, or (2) refers to any candidate for public office.

9. Endorsement. The advertisement, or any material contained in it, implies or declares endorsement by the Agency, the State of Connecticut or the United States of America of any service, product or point of view without the prior written authorization of the Agency (through its Executive Director), the State of Connecticut (through the Connecticut Department of Transportation) or the United States of America (through the Administrator of the Federal Transit Administration).

10. Demeaning or Disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals, or a country, state, municipality or other political subdivision of a country or a state, on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity or sexual orientation.

11. False, Misleading or Deceptive Commercial Speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading or deceptive.

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circumstances of its dissemination to be designed for some other specially susceptible audience. Whether a material or performance is obscene shall be judged by ordinary adults applying contemporary community standards. In applying contemporary community standards, the state of Connecticut is deemed to be the community."

[2] State of Connecticut General Statutes defines "minor" as "a person under eighteen years of age."

12. Libelous Speech, Copyright or Patent Infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of a copyright or patent, or is otherwise unlawful or illegal or likely to subject the Agency, the State of Connecticut and/or the United States of America to litigation.

13. Unlawful Goods or Services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use, possession or distribution of unlawful or illegal goods or services, including, but not limited to, the image or depiction of such goods or services.

14. Unlawful Conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.

15. Special Provisions Regarding Web Addresses and Telephone Numbers. The advertisement is such that (1) the message or sponsorship of the advertisement cannot reasonably be determined without reference to a website or telephone number that is listed in the advertisement, and (2) that website prominently contains, or that telephone number directs callers to, material that violates these Guidelines.

C. Review of Advertisements: The Advertising Contractor shall review each advertisement submitted for display on or in Agency facilities to determine whether the advertisement falls within, or may fall within, one or more of the categories set forth in (B) above. If the Advertising Contractor determines that an advertisement falls within, or may fall within, one or more of the categories set forth in (B) above, then:

D. Referral to Advertising Contract Administrator. The Advertising Contractor shall promptly send the advertisement – along with the name of the advertiser, the size and number of the advertisements, and the dates and locations of display – to the Advertising Contract Administrator for review of the advertisement by the Agency.

E. Initial Review by the Agency. Upon the Advertising Contract Administrator's receipt of the advertisement and supporting information, the Advertising Contract Administrator shall review the advertisement and supporting information to determine whether and within which of the categories set forth in (B) above the advertisement falls. The Advertising Contract Administrator may consider any materials submitted by and consult with the Advertising Contractor in reaching a determination which, if any, of the aforesaid categories the advertisement falls within. The Advertising Contract Administrator shall relay this determination to the Advertising Contractor. The Advertising Contract Administrator's determination shall be final, unless appealed by the Advertising Contractor.

F. Initial Appellate Review by the Agency. The Advertising Contractor may, in writing, appeal a determination by the Advertising Contract Administrator that an advertisement falls within one or more categories set forth in (B) above to the Agency's Executive Director. In the

event of such an appeal, the Executive Director shall likewise review the advertisement and supporting information to determine whether and within which of the categories set forth in (B) above the advertisement falls. The Executive Director may consider any materials submitted by and consult with the Advertising Contractor in reaching a determination which, if any, of the aforesaid categories the advertisement falls within. The Executive Director shall relay this determination to the Advertising Contractor. The Executive Director's determination shall be final, unless appealed by the Advertising Contractor.

G. Final Appellate Review by the Agency. The Advertising Contractor may, in writing, appeal a determination by the Executive Director that an advertisement falls within one or more categories set forth in (B) above to the Agency's Governing Board. In the event of such an appeal, the Board shall likewise review the advertisement and supporting information to determine whether and within which of the categories set forth in (B) above the advertisement falls. The Board of Directors may consider any materials submitted by and consult with the Advertising Contractor in reaching a determination which, if any, of the aforesaid categories the advertisement falls within. The Board of Directors shall relay this determination to the Advertising Contractor. The Board's determination shall be final and non-appealable.

H. Opportunity for Revision by Advertiser. In the event that the Agency determines that the advertisement falls within one or more of the categories set forth in (B) above, the Advertising Contractor may, in consultation with the Advertising Contract Administrator, discuss with the advertiser one or more revisions to the advertisement, which, if undertaken, would bring the advertisement into conformity with these Guidelines. The advertiser shall then have the option of submitting a revised advertisement for review by the Agency.

I. Formal Determination by the Agency In the event that the Agency and the advertiser do not reach agreement with regard to a revision of the advertisement, the advertiser may request that the Agency memorialize its formal determination in the form of a final written notice of its decision, which shall be relayed to the advertiser. The Agency's formal determination shall be final.

J. Removal of Non-Complying Advertisements. Notwithstanding the foregoing, if the Agency determines at any time that an advertisement already accepted for display by the Advertising Contractor falls within one or more of the categories set forth in (B) above, the Agency shall (1) in writing, specify which of the categories the advertisement falls within, (2) notify the advertiser that the Agency has determined that the advertisement is not in conformity with these Guidelines and that the advertisement shall be promptly removed, and (3) instruct the Advertising Contractor to remove the advertisement. Upon such instruction, the Advertising Contractor shall promptly remove the advertisement, shall provide the advertiser with a copy of these Guidelines, and may, with the Advertising Contract Administrator, discuss with the advertiser one or more revisions to the

advertisement, which, if undertaken, would bring the advertisement into conformity with these Guidelines. The advertiser shall then have the option of submitting a revised advertisement for review by the Agency. In the event that the Agency and the advertiser do not reach agreement with regard to a revision of the advertisement, the advertiser may request that the Agency memorialize its formal determination in the form of a final written notice of its decision, which shall be relayed to the advertiser. The Agency's formal determination shall be final.