



REQUEST FOR PROPOSALS

[RFP #26-01]

EXTERIOR BUS ADVERTISING SERVICES

Yolo Transportation District

350 Industrial Way, Woodland, CA 95776
(530) 661-0816 | haussererzelaya@yctd.org | YoloTD.org

Date Issued:	March 18, 2026
Pre-Proposal Meeting:	June 11, 2026
Deadline for Questions:	June 16, 2026
Proposal Due Date:	June 26, 2026
Presentation/Interviews:	Week of July 20, 2026



Table of Contents

Letter of Invitation	3
Request for Proposals	4
Appendix A – District Advertising Policy	8
Appendix B – Background Information	14
Appendix C – Scope of Services	16
Appendix D – Proposal Form	19
Appendix E – Draft Agreement for Professional Services	21
Appendix F – Bid Protest Procedures	31
Appendix G – Applicable Clauses	33
Appendix H – Certification Regarding Lobbying	34

Letter of Invitation

To whom it may concern:

On behalf of Yolo Transportation District (YoloTD), I am writing to invite you to submit a proposal for exterior bus advertising services for YoloBus, the public bus service serving Yolo County, California. We are seeking qualified individuals or firms to provide advertising coordination services that will develop and execute advertising strategies to generate revenue and increase the agency's visibility. The successful candidate will be creative, detail-oriented, and has a proven track record of success in the field of advertising coordination for public transit.

If you are interested in submitting a proposal for this opportunity, please review the attached Request for Proposals (RFP) document carefully and submit your proposal by **June 26, 2026**. All submissions should be provided by email to haussererzelaya@yctd.org. If you have any questions or require additional information, please do not hesitate to contact us.

Thank you for your interest in working with YoloTD. We look forward to receiving your proposal.

Sincerely,



Haley Ausserer-Zelaya
Communications and Marketing Specialist

REQUEST FOR PROPOSALS

1. Introduction

Yolo Transportation District (“YoloTD” or “District”) is seeking proposals from qualified individuals or firms to provide exterior bus advertising coordination services for Yolobus, the public bus service serving Yolo County, California. The successful candidate will be responsible for developing and executing advertising strategies to generate revenue and increase the agency's visibility.

Contract Type/Performance Period

The District anticipates awarding a contract for a 3-year base term with up to two, optional two-year extensions, exercisable at the sole discretion of the District by giving notice to Contractor no later than 120 days prior to expiration of then current base or option term.

2. Procurement Schedule

Issue Date:	March 18, 2026
Optional Conference and Site Visit:	June 11, 2026
Deadline for Questions:	June 16, 2026
Proposal Due Date:	June 26, 2026
Presentation/Interviews:	Week of July 20, 2026

This schedule is tentative and may be changed by the District at any time.

3. Questions

Effective immediately upon release of the Request for Proposal (RFP) and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to haussererzelaya@yctd.org. The District will respond in writing and post all responses by **June 22, 2026** to all questions that have been submitted by the question deadline.

4. Optional Pre-Proposal Conference and Site Visit

An optional pre-proposal conference and site visit will be held at **10:00 AM Pacific Time on June 11, 2026** in the Conference Room at YoloTD’s Administrative Office, 350 Industrial Way, Woodland, California 95776. Attendance is recommended but not required. This conference will review the proposal process, answer any questions pertaining to the RFP, and offer an opportunity for Proposers to view the bus fleet and maintenance facility where installations will take place.

5. Proposal Requirements

The Proposal Form (Appendix D) is an integral part of this RFP. This form must be meticulously filled out, and all required fields must be completed in their entirety.

Proposers are advised to carefully review and complete all sections of the form and provide accurate and detailed information where required. Failure to complete the form in full may result in the proposal being considered incomplete and, consequently, nonresponsive.

A. Proposal Submittal

Proposals must be received by haussererzelaya@yctd.org by **June 26, 2026 at 4:00 PM** Pacific Time. Proposals shall remain valid for a period of ninety (90) calendar days from the date of submission. If a Best and Final Offer has been requested of the Proposer, the Proposal shall remain valid for a period of ninety (90) calendar days from the date of submission of the Best and Final Offer.

If the proposer took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the proposer but was the result of negligence by the District, the District reserves the right to accept such proposal.

The YoloTD email system does not accept attachments larger than 10 MB. If your proposal is near this size or greater, please upload your document to Dropbox, Google Drive, or WeTransfer and share a link via email.

B. Required Proposal Materials

All proposals must include the below components, organized as follows:

1. Proposal Form
2. Narrative
3. References
4. Certification Regarding Lobbying
5. Financial statements for the last five years prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located and audited by an independent certified public accountant
6. If the Proposer is a joint venture, an executed copy of the Joint Venture Agreement must be included with the proposal. The specific areas of responsibility (including administrative, technical, and financial) for each member of the Joint Venture must be outlined.

C. Withdrawal of Proposal

A Proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a signed written mailed or emailed request for its withdrawal to Haley Ausserer-Zelaya, YoloTD Communications and Marketing Specialist, at 350 Industrial Way, Woodland, CA 95776 or haussererzelaya@yctd.org. No telephone requests will be accepted.

6. Amendment and/or Postponement

The District reserves the right to postpone, for its own convenience, the deadline for submitting proposals. Further, the District reserves the right to unilaterally revise or amend the scope of work up to the time set for submitting proposals. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective Proposers and a copy will be posted on the District's website. The deadline for submitting proposals shall be at least five working days after the last addendum and the addendum shall include an announcement of the new date, if applicable, for submitting proposals. Proposers are requested to acknowledge receipt of all addendums as part of the bid. Failure to acknowledge an addendum will not automatically disqualify a Proposer, but failure to address any changes in the proposal may lead to a lower score. Any Proposer whose proposal has already been submitted to the District when the decision to postpone is made will be afforded the opportunity to revise or withdraw their proposal.

7. Solicitation Process and Proposal Evaluation

A. Screening and Selection Process

An evaluation/selection committee, made up of District staff and possibly one or more outside persons, will evaluate proposals based on the Evaluation Criteria. Following the initial review and screening of all proposals, one or more firms within a competitive range may be invited to participate in the final selection process which may include the submission of additional information as requested by the District, participation in an oral interview, negotiations, and/or submission of a best and final offer (BAFO). However, the District reserves the

right to award a contract without oral interviews, negotiations, or requesting BAFOs. Award will only be made to a Proposer selected from among those who submit a proposal in response to the RFP.

Following the selection process, the evaluation/selection committee will recommend one Proposer based on the results of final scoring for contract approval to the YoloTD Board of Directors. It is anticipated that the YoloTD Board of Directors may award a contract as early as September 2026 for work to commence in January 2027. Upon award of contract, if any, the District will prepare a contract for execution by the successful Proposer that incorporates this RFP, any addenda, and the contractor's proposal as accepted.

B. Financial Qualifications

If chosen, the Proposer must possess sufficient financial strength, resources, and capability to support and enable the work to be performed and to complete the Agreement in a satisfactory manner, as measured by Proposer's financial statements for the last five years prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Proposer is located and audited by an independent certified public accountant. Alternatively, Proposer shall state how the desired financial information will be provided for review by the District.

Proposers must demonstrate their ability to obtain required insurance with coverage values that meet minimum requirements (see Appendix E) evidenced by a letter from an underwriter confirming that the Proposer can be insured for the required amounts. At the District's discretion, Proposers who are involved in current or pending bankruptcy proceedings may be rejected. Additionally, the Proposer awarded the contract shall submit a performance guarantee in the form of an Irrevocable Standby Letter of Credit equal to 50 percent of the guaranteed amount for the second year of the Contract base term.

C. Licenses and Certifications

Proposers must possess a business registration certificate(s) to do business in the State of California. Contractor's Sales and Operations Managers shall be properly licensed/certified, demonstrate proof of holding, and continue to hold the required licenses/certifications and membership prior to commencing services and for the duration of the contract, if applicable.

D. Evaluation Criteria

The District will evaluate proposals based on the following criteria:

- Experience and qualifications in coordinating bus advertising sales and installations (30%)
- Marketing and sales plan for YoloBus bus advertising, including proposed pricing structure and revenue projections (25%)
- Proposed revenue split and compensation structure as delineated in the Compensation Structure form (45%)

E. Disclosure of Proposals

YoloTD may retain proposals submitted in response to this RFP as confidential and defer disclosure under the California Public Records Act (Government Code section 7920.000 et seq.) until after either YoloTD and the successful Proposer have completed negotiations and entered into an Agreement or YoloTD has rejected all proposals. (See *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065 [holding proposals not subject to disclosure under the Public Records Act until negotiations are complete].) All correspondence with YoloTD including responses to this RFP will become the exclusive property of YoloTD and will become public records under the California Public Records Act subject to disclosure as provided in the *Michaelis* case. Furthermore, YoloTD will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or agreements. If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California

Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, YoloTD may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, YoloTD will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction at Proposer’s sole cost and expense.

F. Responsiveness

In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the RFP, and District must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected. Proposers are expected to agree with the terms contained or referenced herein Appendix E. Proposers should therefore not make any changes to these terms, nor restate any provisions in their Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to the RFP. District is under no obligation to entertain or accept any such specific exceptions. YoloTD will accept proposals that offer exceptions to the general terms and conditions. The District may negotiate such exceptions with Proposers that fall within the overall competitive range. If the District and a Proposer fail to come to acceptable terms on a contract, that Proposer shall be eliminated from consideration for contract award.

8. Protests

Protests shall be in writing and addressed to the Executive Director. The protest shall contain a statement describing the reasons for the protest and any supporting documentation and indicate the relief desired from the District. Attached as Appendix F is YoloTD Bid Protest Procedures, which provides a comprehensive overview of the protest process, including the deadlines for submitting a protest.

9. Attachments

- Appendix A – District Advertising Policy
- Appendix B – Background Information
- Appendix C – Scope of Services
- Appendix D – Proposal Form
- Appendix E – Draft Agreement for Professional Services
- Appendix F – Bid Protest Procedures
- Appendix G – Applicable Clauses
- Appendix H – Certification Regarding Lobbying

Appendix A – District Advertising Policy

ADVERTISING POLICY

UPDATED AUGUST 2025

1. PURPOSE

The Yolo Transportation District (YoloTD) manages Yolo County's transit system whose mission is to provide safe, reliable, and efficient transportation options for the residents and visitors of our community. YoloTD permits limited types of advertising on its public transit vehicles (e.g. YoloBus) to generate revenue to support its public transit operational activities. In furtherance of this discrete and limited objective, YoloTD retains control over the nature of advertisements accepted for posting on its transit vehicles and maintains its advertising space as a nonpublic forum. By allowing limited types of advertising on or within vehicles, YoloTD does not intend by accepting advertising to convert the advertising space on its transit vehicles into a public forum for public discourse or expressive activity or to provide a forum for all types of advertisements.

Through this Policy, YoloTD intends to establish uniform, reasonable, and viewpoint-neutral standards for the display of advertising on YoloTD property.

YoloTD's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, products, services, information or viewpoints contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response (QR) codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

2. ADVERTISING STANDARDS

- a. All commercial and promotional advertising must meet or exceed high quality standards of art and design as exemplified in the industry and as determined by YoloTD or its authorized Advertising Contractor as defined herein.

- b. **PERMITTED ADVERTISING CONTENT**

The following classes of advertising are authorized on YoloTD property if the advertising does not include any material that qualifies as prohibited advertising, as described in subsection (C) below:

- i. **Commercial and Promotional Advertising** – Advertisements that promote or solicit the sale, rental, distribution, or availability of goods, services, food, entertainment, events, programs, transactions, donations, products, or property (real or personal) for commercial or noncommercial purposes, or that promote an entity that engages in such activities more broadly. It does not include advertising that also conveys prohibited content as defined herein.
- ii. **Governmental Advertising** – Notices or messages from government entities, which are public entities created specifically by government action, to further specific government goals. The governmental entity must be clearly identified on the face of the advertisement.
- iii. **Public Service Announcements (PSAs)** – Announcements directed to the general public or a significant segment of the public and sponsored by either a government entity with jurisdiction in Yolo County, academic institution, or tax-exempt nonprofit (Internal Revenue Code 501(c)(3)) organization that relates to:
 - a. Prevention or treatment of illnesses;
 - b. Promotion of safety or personal well-being;
 - c. Education or training;

- d. Art or culture;
- e. Provision of children and family services;
- f. Solicitation by broad-based contribution campaigns which provide funds to multiple charitable organizations; or
- g. Provision of services and programs that provide support to low-income citizens, senior citizens, and people with disabilities.

Additional guidelines for PSAs may be found under subsection 4.B.

C. PROHIBITED ADVERTISING CONTENT

In YoloTD's experience, certain types of advertisements interfere with the program's sole purpose of generating revenue to benefit the transit system and increase ridership. This policy advances the advertising program's revenue-generating objective and preserves the forum's primary transit purposes by prohibiting advertisements that interfere with and divert resources from transit operations, that detract from transit purposes by creating substantial controversy, and/or that pose significant risks of harm, inconvenience, or annoyance to transit passengers, operators, and vehicles. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of the transit system or to preserving and enhancing the security, safety, comfort, and convenience of its operations or to protecting the interests of the captive audience that uses YoloTD's transit services. Accordingly, advertising is prohibited on YoloTD property if it contains any content, without regard to the viewpoint expressed, that falls into one or more of the following categories:

- i. **Political Advertising** – "Political Advertising" means any material promoting or opposing (i) a political party; (ii) the election of any candidate or group of candidates for federal, state, or local government offices; (iii) any legislation, initiative, referendum, or ballot measure; or (iv) a political action committee, political campaign, or political philosophy.
- ii. **Public Issue** – Any material expressing or advocating an opinion or position on matters of public debate about economic, political, religious, or social issues, that causes YoloTD property to become a public forum. The following nonexclusive factors may be considered when applying this section to proposed commercial advertising: (a) whether a commercial product or service is apparent from the face of the advertisement, and (b) whether the commercial product or service is incidental to the public interest content of the ad.
- iii. **False or Misleading** – Any material that is or the sponsor reasonably should have known is false, fraudulent, misleading, deceptive, or would constitute a tort of defamation or invasion of privacy. Such materials include those that inaccurately state or imply YoloTD's endorsement of the subject of the advertisement.
- iv. **Copyright, Trademark, or Otherwise Unlawful Infringement** – Any material that infringes on any copyright, trade or service mark, title, or slogan.
- v. **Religious** – Any material that promotes or opposes any identifiable or specific religion, religious viewpoint, belief, message, or practice.
- vi. **Obscenity, Pornographic, Sexual/Adult-Oriented Content** – Any material that is obscene, pornographic, or sexual and adult-oriented. Such content means any advertising that contains or

involves any material that describes, depicts or represents sexual or excretory organs or activities in a manner that a reasonably prudent person, knowledgeable of YoloTD's ridership and using prevailing community standards, would find inappropriate for the public transit environment, including persons under the age of 18. Such prohibited adult content also includes advertisements for adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments or services, as well as advertisements for adult films rated "X" or "N-17," television rated "MA," or video games rated "AO" or "M."

- vii. **Defamation or Lawless Action** – Any material that is clearly defamatory or that promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or violent action.
- viii. **Alcohol, Tobacco, Cannabis, or Firearms** – Any material that constitutes commercial advertising of beer, wine, distilled spirits, alcoholic beverages, cannabis or cannabis-related products, marijuana, tobacco or tobacco-related products, firearms, or any substance licensed and regulated under California law.
- ix. **Profanity and Violence** – Advertisement that contains any profane language, or images, copy or concepts that promote guns/firearms or gun violence, or that depict weapons or other devices in an act of violence or harm on a person or animal, or contain any material that incites or encourages, or appears to incite or encourage, violence or violent behavior, or that depicts weapons or devices that appear to be aimed or pointed at the viewer or observer in a menacing manner.
- x. **Demeaning or Disparaging** – Advertising that contains material that demeans or disparages an individual, group of individuals, or entity. For purposes of determining whether an advertisement contains such material, YoloTD will determine whether a reasonably prudent person, knowledgeable of YoloTD ridership and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of any individual, group of individuals, or entity.
- xi. **Harmful or Disruptive to Transit System** – Any material that is reasonably likely to cause harm to, disruption of, or interference with the transportation system. For purposes of determining whether an advertisement contains such material, YoloTD will determine whether a reasonably prudent person, knowledgeable of YoloTD's ridership and using prevailing community standards, would believe that the material is so objectionable that it is reasonably foreseeable that it may result in harm to, disruption of, or interference with the operation or business reputation of the transit system.
- xii. **Unsafe Transit Behavior** – Any advertisement that encourages or depicts unsafe behavior with respect to transit-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon, or disembarking from transit vehicles.
- xiii. **Adverse to YoloTD** – Advertising, or any material contained in it, that is directly adverse to YoloTD's commercial interests or that tends to disparage public transportation generally.

- xiv. **YoloTD Graphics and References** – Advertising that contains YoloTD, YoloBus, YoloBus Special or BeeLine graphics, logos, or representations without the express written consent of YoloTD.
- xv. **Symbols** – Miscellaneous characters, images or symbols used as a substitute for prohibited content.
- xvi. **Unauthorized Endorsement** – Any material that implies or declares that YoloTD endorses a product, service, point-of-view, event or program. The prohibition against endorsements does not apply to advertising for a service, event or program for which YoloTD is an official sponsor, cosponsor or participant.

3. ADVERTISING ADMINISTRATION

A. RESPONSIBILITIES

- i. **Executive Director, Communications and Marketing Specialist, or other YoloTD designee** is responsible for managing messages and materials on YoloTD buses, overseeing transit information distribution, coordinating unique channels, reviewing and approving/rejecting exterior bus ads, cross-promotions, and added value programs based on the criteria in this document. They also enforce YoloTD's right to reject and/or order removal of revenue-generating advertising based on the criteria in this document.
- ii. **Advertising Contractors** handle revenue-generating ads on YoloTD vehicles, follow YoloTD policies, and post informational ads as directed by the Executive Director or their designee. YoloTD's Advertising Contractors shall be responsible for the daily administration of YoloTD's advertising in a manner consistent with this Policy and with the terms and conditions of their agreements with YoloTD.

b. ENFORCEMENT OF POLICY

- i. **Review by YoloTD Representative** – If YoloTD's Communications and Marketing Specialist determines that an advertisement does not comply with this Policy, he or she shall, in writing, specify the standard or standards with which the advertisement does not comply, and shall so notify the Advertising Contractor.
- ii. **Notification to Advertiser** – YoloTD's Advertising Contractor will send prompt, written notification to the advertiser of the rejection of the advertisement and will include in that notification a copy of this Policy and written specification of which standard or standards the advertisement fails to comply with.
- iii. **Appeal to Executive Director** – Rejection of an advertisement may be appealed to YoloTD's Executive Director by written notification to the Communications and Marketing Specialist. The Executive Director will allow the advertiser and the Communications and Marketing Specialist to present any argument or evidence they wish to offer. The Executive Director's decision shall be final.
- iv. **Severability** – YoloTD reserves the right to suspend, modify, or revoke the application of any of the standards in this Policy as it deems necessary to comply with legal mandates, to

accommodate its primary transportation function, or to fulfill the goals and objectives identified above. All of the provisions in this Policy shall be deemed severable.

4. GUIDELINES

A. REVENUE-GENERATING ADVERTISING

YoloTD can directly sell or post revenue-generating ads or contract with outside vendors for this purpose. Vendor selection follows YoloTD's procurement procedures through a Request for Proposal process.

B. PUBLIC SERVICE ANNOUNCEMENTS

- i. The sponsor of the PSA must be a government entity having jurisdiction in Yolo County, including YoloTD's member agencies, or a charitable or nonprofit public benefit organization (501(c)(3)), and advertising a community event or service that it is sponsoring, in whole or in part.
- ii. The community event or services advertised in the PSA must be directed to the general public or significant segment of the public and be intended to benefit residents, charitable or nonprofit organizations, and/or firms and owners that conduct business in Yolo County. PSAs must be non-commercial and non-partisan politically. Non-partisan in this context means that the advertising does not promote the candidacy of any person running for public office or a ballot measure.
- iii. PSA space allocation – YoloTD reserves interior ad space (bulkheads) for PSA marketing on a first-come, first-serve basis. YoloTD currently does not accept revenue ads in internal spaces unless the Executive Director or their designee approves otherwise in writing. PSAs, except those for alternative transportation programs, can run for four weeks (with a waiting list) or eight weeks (without a waiting list) unless extended in writing by YoloTD's Executive Director or their designee.
- iv. Expenses – The sponsoring entity must cover PSA artwork, installation, and removal costs. If space isn't available when requested, the entity will be waitlisted and notified of openings.

c. ADVERTISING LOCATIONS

Locations for revenue-generating advertising are limited to the exterior surface areas of buses or any location approved by YoloTD's Board of Directors. The specific exterior location on buses is subject to prior written approval by YoloTD's Executive Director, Communications and Marketing Specialist, or their designee.

d. SPONSOR IDENTIFICATION

Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters (no smaller than 72-point type for exteriors and 24-point type of interiors):

Paid for by _____

“Teaser ads” that do not identify the sponsor will, however, be allowed so long as a similar number of follow up advertisements are posted within eight weeks of the initial tease ads that do identify the sponsor of those initial ads.

e. VINYL WINDOW GRAPHICS

For passenger, operator, and law enforcement safety, vinyl window graphics on YoloTD vehicles may not cover more than 80% of any bus side window surface and may not cover the front windshield, driver's side window, bus door windows, head sign, or curb sign. All vinyl wraps must adhere to Department of Transportation regulations and maintain visibility for passengers to see outside the bus.

Appendix B – Background Information

Yolo Transportation District was formed in 1982 to provide public transportation services to the residents of Yolo County, California. (See Yolo County Transportation District Act, Public Utilities Code §§ 60000.) Yolo County is located in the Central Valley region of California and covers an area of 1,024 square miles. The population of Yolo County is estimated to be 217,596 according to United States Census Bureau data.

The District has been at the forefront of planning, developing, and managing a comprehensive public transportation system that includes buses, microtransit, paratransit services and in recent years, multimodal transit projects. The agency's mission is to offer safe, reliable, and efficient public transportation solutions to the residents and visitors of Yolo County.

YoloTD's flagship service Yolobus operates a fleet of buses that connect residents to destinations within and outside of Yolo County. Yolobus serves the cities of Davis, West Sacramento, Woodland, and Winters; and also provides services to the downtown Sacramento area and the Sacramento International Airport.

Currently, fixed route bus service is provided between 5:00 a.m. to 12:10 a.m. on weekdays and weekends. The District operates intercity, local, and express bus services. For service area, route maps, and schedules, visit Yolobus.com/Routes. (Note that all are subject to change at the discretion of the District.) Yolobus fixed-route buses travel to or near the following areas and destinations of note:

- I-80, U.S. 50, I-5, I-505, Highway 16
- Sacramento International Airport
- Cache Creek Casino Resort
- UC Davis campus
- UC Davis Medical Center and Aggie Square
- Sutter Davis Hospital
- Downtown Davis
- Dignity HealthCare Hospital and Clinic in Woodland
- Woodland Community College Campus
- Sutter Health Park in West Sacramento
- West Capitol Avenue in West Sacramento
- IKEA and Walmart in West Sacramento
- Downtown Sacramento including Capitol, DOCO, and Golden 1 Center
- Old Sacramento
- Numerous retail and grocery stores throughout Yolo County

Yolobus currently has 75 vehicles that operate its fixed routes, microtransit, and paratransit service. The service operates on 15 routes with over 560 bus stops and an annual ridership of approximately 643,000 rides. Fixed route buses currently collectively travel an estimated two million vehicle miles per year. Paratransit vehicles are estimated to collectively travel over 250,000 vehicle miles per year with an annual ridership of around 28,000.

Vehicles Available for External Advertising

Year	Make/Model	QTY
FIXED ROUTE BUSES:		
2002-2008	Orion VII	10
2010	MCI	5
2016-2017	Gillig G27D102N4	8
2017	Gillig G31D102N4	1
2018	Gillig Low Floor	8
2019	Gillig G31D	6
2019	Gillig CAT40PD	2
2019	Proterra Low Floor	6
2025	Gillig (New) 40ft Low Floor	3
2025	Gillig Used CNG LF Plus	6
PARATRANSIT VEHICLES:		
2016	El Dorado Aero	9
2020	Glaval	3
	Total	67

Appendix C – Scope of Services

General Requirements

The Contractor shall have exclusive rights to place advertising upon the exterior of YoloTD's fleet of fixed-route buses and paratransit vehicles, subject to the terms and conditions set forth in this Request for Proposals and the Agreement.

- A. Space availability for advertising on buses may change during the period of this Agreement for reasons including, but not limited to, the acquisition of new buses or implementation of new designs or configurations which do not permit the posting of standard advertising materials.
- B. The Contractor will be responsible for soliciting advertisers to buy advertising space to be placed on the exterior of buses. The Contractor shall employ its best efforts to develop and make sales of advertising space and shall operate a fully staffed business office within or near the YoloTD service area, including:
 - 1. An experienced local ad sales force with the capability of acquiring national advertising accounts; and
 - 2. An office facility and workforce capable of ensuring proper installation, maintenance, and removal of advertising displays on YoloTD vehicles.
- C. The Contractor shall comply with the YoloTD Bus Advertising Policy, with generally accepted industry principles with respect to good taste, and with all applicable laws and regulations, including but not limited to truth in advertising, copyrights, trademarks, and all other intellectual property rights.
- D. The Contractor will adhere to standard billboard advertising principles, recognizing that most of the time either the bus or the audience will be in motion. Messages should be more visual with as few words as possible.
- E. Additionally, the Contractor shall:
 - 1. Remove all dated advertising materials relating to a specific time period or event within five calendar days of its expiration date; and
 - 2. Remove any damaged advertising hardware, damaged or defaced advertising material, unapproved advertising materials, or advertising in conflict with the advertising policy statements, included with this RFP, within 24 hours. If such is not removed within this time period, YoloTD has the right to remove such materials at the contractor's sole expense.

Specific Requirements

A. Location on Buses for Advertising

Exterior advertising will be permitted on the curb and street sides, and the rear of each fixed-route bus. Prior to the initial installation of advertisements, YoloTD will approve the exact location for placement of advertisements. These locations will become the standard locations for placement of advertisements on buses during the term of the Agreement. Advertising shall not be allowed on the CNG tank covers, exterior aimed destination signs, vehicle ventilation systems, exterior cameras and vehicle lights. Said installation shall also not seal off access doors or emergency exit windows.

For passenger, operator, and law enforcement safety, vinyl window graphics on YoloTD vehicles may not cover more than 80% of any bus side window surface and may not cover the front windshield, driver's side window, bus door windows, head sign, or curb sign. All vinyl wraps must adhere to Department of Transportation regulations and maintain visibility for passengers to see outside the bus.

If decals and signs are covered by exterior advertisements, Contractor, at Contractor's sole expense shall prepare and install new decals and signs of comparable size and quality at locations subject to approval from YoloTD's Executive Director, or his/her designee. Examples of such include: Fleet numbers, Yolobus logo, CHP CA identifier decal, "kneeling bus," "this bus makes wide right turns," "stops at R/R crossings," universal ADA identifier. The Yolobus logo shall be made of 3M or approved equal, exterior industrial grade reflective blue or reflective white vinyl, used in transit applications. Said vinyl material shall be rated to last at least 5 years.

Contractor will develop and implement a Quality Control Program for maintaining, repairing, all surfaces that are damaged, defaced by the removal of the decals and signs. Contractor shall be responsible for all costs in connection with the maintenance, repair, and/or replacement of advertising on District buses.

B. Maintenance of Advertising

Contractor will be responsible for maintaining all advertisements on YoloTD buses in good condition at all times, and for replacing any advertising material that has been stolen, damaged, or defaced. Contractor will develop and implement a Quality Control Program for maintaining, repairing, and/or replacing advertising materials that are damaged, defaced, or outdated. The Contractor shall be responsible for all costs in connection with the maintenance, repair, and/or replacement of advertising on YoloTD buses.

C. Restoration of Bus Surface

Upon discovery of any damage caused to bus surfaces as the result of the installation or removal of advertising by Contractor, and upon expiration of the Agreement, Contractor will be responsible for restoring all surfaces and paint schemes of transit agency buses to their original condition at Contractor's sole expense. The use of the adhesive to apply the advertisements shall not cause damage to the buses, their paint schemes, or exterior surfaces. YoloTD will notify the Contractor of any such damage. YoloTD will be the sole judge in determining the extent of repair needed to restore the damaged area(s) to their original condition. All adhesive residue shall be professionally and expeditiously removed without damaging the bus paint surface.

All damage shall be repaired to YoloTD's satisfaction within 60 days of its discovery, unless otherwise extended by the Executive Director or his/her designee.

D. Bus Fleet Size

See Appendix B.

E. No Route-Specific Advertisements

Under no circumstances should advertisements be route-specific and the Contractor shall not represent to potential advertisers that a specific bus will be on a specific route.

Approval of Advertising Materials

All advertising material is subject to approval by the Contractor and YoloTD prior to installation to assure compliance with the advertising policy included with this RFP. Contractor shall at all times comply with all federal, state, and local laws and regulations. The Contractor shall promptly remove any advertising which conflicts with the advertising policy; creates a safety hazard; or violates any federal, state, or local laws.

Access to Vehicles

The Contractor shall have access to YoloTD buses while the buses are in the garage for the purpose of installing, maintaining, repairing, and removing the advertising copy, displays, and other advertising media. However, Contractor shall not interfere with YoloTD operations including but not limited to, repair, operation, and maintenance of buses and vehicles.

During performance of the work under this Agreement, Contractor shall keep the working area in a safe and neat condition and shall ensure that its personnel conduct themselves in a safe and proper manner. Contractor agrees to assume full liability for actions on the part of its employees and subcontractors in connection to services performed under this Agreement. In connection with Contractor's installation work, YoloTD agrees to provide a reasonably dust-free area during the advertising installation.

Warranty

- A. The Contractor assumes responsibility for all of the materials and services provided under the contract, whether these materials and services are to be provided by the Contractor, purchased ready-made, or provided by a subcontractor.
- B. The Contractor warrants that all products and/or processes utilized in production, installation, and removal of all advertisements during the term of the Agreement shall not damage the surface of YoloTD buses.
- C. It is understood and agreed that by establishing this warranty, by outlining the specifications and Contract documents, and the Contractor's proposed approach to this project, YoloTD does not waive (a) any warranty, either express or implied, created pursuant to this Agreement or by law, or (b) other obligation of the Contractor that may arise under applicable law.

Records, Audits, and Reports

The Contractor agrees to keep complete, accurate, and up-to-date records of all advertising business conducted by the Contractor under this Agreement, and to maintain such records and to include them as may be necessary with its regularly scheduled payments to YoloTD. Such records will be made available to YoloTD for audit and inspection at any time during the term of the Agreement, within 30 days of YoloTD's written request. The Contractor shall maintain all such records for a period of three years after final payment under this Agreement.

Appendix D – Proposal Form



PROPOSAL FORM

[RFP #26-01]

Legal Name of Company:	
Primary Office Address:	
Proposed Project Manager:	
Telephone Number:	
Email Address:	
EIN or SSN:	
Proposal Contact (if different):	

NARRATIVE

Please attach a narrative on company letterhead that describes, in five pages or less (12 pt font):

- Your firm’s experience and expertise in coordinating bus advertising sales and installations
- What sets you apart from other firms
- Your marketing plan for increasing advertising revenue for YoloTD
- One or more recent examples of successful transit agency marketing you have done

REFERENCES

Please attach three references for bus advertising work you have performed over the past 5 years (name, title, organization, phone, email) along with a brief description of the services provided and the timeframe for services provided for each.

CERTIFICATION REGARDING LOBBYING

Please attach the completed form included as Appendix H.

KEY PERSONNEL

Please enter the name, title, and email address for each person who will work under this contract. Note whether the person is a subcontractor rather than staff of your firm, and attach a résumé for each person with your proposal.

Name	Title	Email	Subcontractor? (Y/N)

COMPENSATION STRUCTURE

Contractor’s compensation to YoloTD will be based on a percentage of gross advertising revenue generated and a minimum annual guarantee. In this form, please enter your proposed percentage of gross advertising revenue that will be paid to YoloTD, along with the minimum annual guarantee for each year of the contract term.

Proposers must fill in all fields on this form to be considered responsive to the solicitation requirements.

Contract Year	Percentage of Gross Revenue to YoloTD, with Minimum Annual Guarantee
Base Year One	___% \$
Base Year Two	___% \$
Base Year Three	___% \$
Optional Term One	___% \$
Optional Term Two	___% \$

CERTIFICATION

Proposer has read and agrees to comply with District Advertising Policy and the requirements defined in the Scope of Services, and certifies that:

1. Everything included in the Proposal is true and accurate.
2. Proposer is legally authorized to do business in the State of California.
3. If selected, Proposer is able and qualified to complete the work in the Scope of Services.
4. If selected, Proposer can meet the insurance requirements as set forth in Appendix E, Insurance Requirements.
5. Proposer is prepared to sign the Sample Agreement provided in Appendix E to this RFP (or should specifically identify any requested changes to the Agreement, preferably as a redlined version of Appendix E that is included as an attachment).
6. Proposer agrees to be bound by their proposal for ninety (90) days from the proposal due date.
7. Proposer confirms that they have no impermissible conflicts of interest.

Signature

Date

APPENDIX E

DRAFT AGREEMENT FOR PROFESSIONAL SERVICES

Agreement No. 2026-_____

THIS AGREEMENT is made as of the ____ day of _____, 2026, by and between YOLO COUNTY TRANSPORTATION DISTRICT, a public transportation agency organized and operating under Public Utilities Code section 60000 et seq. (“YoloTD”) and _____, (“CONTRACTOR”).

WHEREAS, YoloTD desires to obtain professional services in connection with Bus Advertising Services and has issued a Request for Proposals dated March 18, 2026, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated _____, 2026 a copy of which is attached and incorporated as Exhibit ____ (“Proposal Form”), as well as a list of prime and subcontractors, attached and incorporated as Exhibit ____.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Rendition of Services

The CONTRACTOR agrees to provide exterior bus advertising services to YoloTD in accordance with the terms and conditions of this Agreement and the appendices hereto, which are incorporated by reference.

2. Scope of Services

The scope of the CONTRACTOR’s services shall consist of the services set forth in Attachment I to Exhibit A (RFP), as supplemented by Exhibit ____ (“Proposal Form”). To the extent there are any conflicts between the provisions in this Agreement and the Exhibits, this Agreement shall control.

3. Term

CONTRACTOR shall perform the services under this Agreement for a three-year term with two two-year optional extension terms, commencing upon the effective date specified in a written Notice to Proceed from YoloTD, unless the Agreement is terminated sooner pursuant to Section 17. In the event that YoloTD desires to exercise its option(s) to extend the agreement, it will provide ninety (90) days’ notice to the Contractor prior to the end of the expiration of the current term.

4. Ownership of Work

All reports, designs, drawings, plans, specifications, analyses, charts, tables, schedules and all other materials prepared, or in the process of being prepared, for the services to be performed by CONTRACTOR shall be and are the property of YoloTD. YoloTD shall be entitled to access and to copies of these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to YoloTD. If any materials are lost,

damaged or destroyed before final delivery to YoloTD, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities. Notwithstanding the foregoing, YoloTD is not claiming an ownership interest in the pre-owned intellectual property rights of third party advertisers.

5. Confidentiality

Any YoloTD materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

CONTRACTOR shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of YoloTD's Executive Director, or his/her designee.

6. Key Personnel

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of CONTRACTOR to undertake, render and oversee all the services under this Agreement.

7. Use of Subcontractors

CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of YoloTD, except for service firms engaged in drawing, reproduction, typing, and printing. CONTRACTOR shall be solely responsible for reimbursing any subcontractors and YoloTD shall have no obligation to them.

8. Changes

YoloTD may, at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed shall be made. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule, or the amount of compensation specified herein, CONTRACTOR shall so advise YoloTD immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to YoloTD prior to the time that CONTRACTOR performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

9. Responsibility; Indemnification

CONTRACTOR represents and warrants that it has the rights to use any content or materials (including, without limitation, text, logos, names, marks, photos, drawings, images, and

likenesses) that it incorporates in its advertising materials under this Agreement. CONTRACTOR agrees to indemnify, defend, and hold harmless YoloTD and its directors, officers, attorneys, employees and agents from any and all third party suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR or its employees, subcontractors or agents, including without limitation, actions based on false advertising, copyright, trademark, defamation, right to privacy, and right to publicity, based upon the nature or content of any advertising material provided under this Agreement, except to the extent caused by the sole negligence or willful misconduct of YoloTD. CONTRACTOR shall, at its own expense, defend any and all such actions and shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against YoloTD in any such action, CONTRACTOR shall, at its own expense, satisfy and discharge the same. In providing any defense under this Agreement, Contractor shall use counsel reasonably acceptable to YoloTD. This indemnification shall survive termination or expiration of the Agreement.

10. Insurance; Indemnification

A. Types of Insurance

Workers' Compensation

If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or occurrence. Prior to commencement of work under this Agreement by any such employee, CONTRACTOR shall deliver to YoloTD a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to YoloTD.

The policy shall contain a waiver of subrogation in favor of the YoloTD and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

Commercial General and Automobile Liability Insurance

Commercial General Liability Insurance

CONTRACTOR shall, at its own cost and expense, also procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$1 million each occurrence or claim and a general aggregate limit of at least \$2 million. This insurance shall include but not be limited to premises and operations; contractual liability covering the indemnity provisions contained in this Agreement; personal injury; products and completed operations, advertising injury liability, and broad form property damage.

Automobile Liability

CONTRACTOR shall, at its own cost and expense, procure and maintain Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

Certificate of Insurance

Prior to commencing work or entering onto the property, CONTRACTOR shall file a Certificate of Insurance with YoloTD evidencing the foregoing coverages, including the following endorsements:

The insurance company(ies) issuing such policy(ies) shall give written notice to YoloTD of any material alteration, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation.

That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which CONTRACTOR is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by YoloTD.

Such insurance shall include as additional insured the YoloTD and its respective directors, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally. Inclusion of YoloTD as additional named insured shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. Said policy shall protect CONTRACTOR and YoloTD in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

Professional Liability Insurance

CONTRACTOR shall also maintain Professional Liability Insurance covering CONTRACTOR'S performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Agreement. Prior to commencing work under this Agreement, CONTRACTOR shall furnish to YoloTD a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to YoloTD.

B. General Conditions

1. Acceptable Insurance

All policies will be issued by insurers acceptable to YoloTD. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with

minimum "Best's" rating of B+ and with minimum policyholder surplus of \$25,000,000. All policies shall be issued in a form satisfactory to the Executive Director, or his/her designee of YoloTD and shall be issued specifically as primary insurance.

2. Claims-Made Insurance

If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).
- b. CONTRACTOR will make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

3. Failure to Procure or Maintain Insurance

The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of the agreement.

4. Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it shall remain in force in accordance with section 10.B.2 above.

5. Evidence of Insurance

YoloTD reserves the right to request a certified duplicate original of all policies required under this section.

11. Compensation to YoloTD

CONTRACTOR shall compensate YoloTD in accordance with the compensation structure set forth in Exhibit A. YoloTD will be paid based upon a percentage of gross revenues and a minimum annual guarantee for a total minimum compensation of \$ _____ for the three-year base term.

During the two two-year optional extension terms, if exercised, YoloTD will be paid based upon a percentage of gross revenues and a minimum annual guarantee, for a total minimum compensation of \$ _____ for the first optional term (years four and five of the Contract) and \$ _____ for the second optional term (years six and seven of the Contract).

CONTRACTOR shall make monthly payments to YoloTD. Said monthly payments shall be made by the 20th working day of each month for the revenues that have been billed during the preceding month. Any payment not made within ten (10) days of the due date may be subject to a 5% late fee. An additional 2.5% late fee may be added for payments that are more than 60 days overdue. Monthly payments shall be accompanied by a schedule that shows the advertisements that were displayed and the revenue earned for the advertisement.

12. Non-Discrimination

CONTRACTOR (and any subcontractors) shall not discriminate on the basis of race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age, citizenship status, genetic information, marital status, sexual orientation, gender identity, medical conditions, or political affiliations or activities in accordance with all applicable Federal, State, and County laws and regulations in the performance of this contract.

CONTRACTOR (and any subcontractors) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by CONTRACTOR (and any subcontractors) to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as YoloTD deems appropriate.

13. Equal Employment Opportunity

In connection with the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment, because of race, religion, color, national origin, sex (including pregnancy, childbirth, and related medical conditions), disability, age or citizenship status, genetic information, marital status, sexual orientation, gender identity, medical conditions, or political affiliations or activities in accordance with all applicable Federal, State, and County laws and regulations. CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions 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.

14. Contractor's Status

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of YoloTD. The CONTRACTOR is and shall be an independent contractor, and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

15. Assignment

CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of YoloTD.

16. YoloTD Warranties

YoloTD makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. YoloTD Representative

Except when approval or other action is required to be given or taken by the YoloTD Board of Directors, the Executive Director, or such person or persons as he/she shall designate in writing from time to time, shall represent and act for YoloTD.

18. Termination

A. For Cause

In addition to any other termination rights contained in this Agreement, YoloTD shall have the right, upon written notice to CONTRACTOR, to terminate this Agreement any time after the occurrence of any one or more of the following events:

1. CONTRACTOR fails to pay YoloTD the annual fee as required by Section 9 of the Agreement, when such nonpayment continues for a ten (10) day period after YoloTD sends a written notice of such nonpayment to the CONTRACTOR.
2. CONTRACTOR fails to comply with any covenant or condition of this Agreement and fails to correct such default within ten (10) days after YoloTD sends a written notice of default to the CONTRACTOR.
3. CONTRACTOR becomes insolvent or enters any bankruptcy or insolvency proceedings during the term of this Agreement, all monies accruing to YoloTD under the terms of the Agreement for the entire unexpired term of this Agreement shall be accelerated and become immediately due and owing YoloTD from CONTRACTOR.
4. CONTRACTOR abandons or discontinues operations hereunder.
5. CONTRACTOR becomes permanently deprived of the rights, powers and privileges necessary for the proper conduct and operations of the bus advertising program specified in this Agreement.

B. For Convenience

YoloTD shall have the right to terminate this Agreement at any time and for any reason by giving ninety (90) days' written notice to the CONTRACTOR.

C. After Termination for Cause or Convenience

Upon receipt of a termination notice, the CONTRACTOR shall not commit itself to any additional, new or extended advertising accounts and if YoloTD does not elect to take over the advertising accounts as described below, CONTRACTOR shall terminate its advertising contracts for displays on YoloTD buses.

CONTRACTOR shall pay YoloTD a pro rata share of the annual fee up to the effective date of termination.

Upon termination the CONTRACTOR shall restore YoloTD's buses to their condition prior to the installation of any advertising material, ordinary wear and tear excepted. CONTRACTOR will restore the buses to their original condition within fourteen (14) calendar days of the issuance of the termination notice or as otherwise specified in the termination notice. If CONTRACTOR fails to restore YoloTD buses to their condition prior to the installation of any advertising material within the required timeframe, YoloTD may, without notice to the CONTRACTOR, restore the buses. The CONTRACTOR shall be liable for YoloTD's costs of removal of all advertising material and restoration of the buses to their original condition. YoloTD shall have no duty to mitigate the CONTRACTOR's costs or damages.

In the alternative, YoloTD may elect, and so advise the CONTRACTOR in the notice of termination of the Agreement, that YoloTD will take over and maintain the advertising accounts in effect under this Agreement until such time as a successor is selected. In such a

case the CONTRACTOR will provide, on or before termination date, copies of all advertising contracts in effect at the time of termination and for the preceding twelve (12) month period and agrees to assign same to YoloTD. YoloTD shall have the right to reject or accept, and turn over to CONTRACTOR's successor if any, the assignment of any contract CONTRACTOR may have with various advertisers for advertising on YoloTD vehicles.

If YoloTD terminates this Agreement for convenience, CONTRACTOR shall be entitled to CONTRACTOR's percentage of the net advertising revenues generated from contracts so assigned by CONTRACTOR for a period of up to six (6) months. If YoloTD terminates this Agreement for cause, the CONTRACTOR shall not be entitled to any of the revenues generated from any assigned contracts.

CONTRACTOR further agrees to cooperate fully with YoloTD in the orderly transfer of business to CONTRACTOR's successor.

YoloTD shall not in any manner be liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement.

19. Waiver

The waiver by any party of a breach of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or different provisions of this Agreement.

20. Notices

All communications relating to the day-to-day activities of the project shall be exchanged between YoloTD's Executive Director, or his/her designee and the CONTRACTOR's representative.

All other notices and communications regarding interpretation of the terms of this Agreement and changes thereto shall be given to the other party in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to YoloTD:

Yolo County Transportation District
Attn: Communications and Marketing Specialist
350 Industrial Way
Woodland, CA 95776

If to the CONTRACTOR:

Attn: _____

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

21. Conflict of Interest

During the term of this agreement, CONTRACTOR shall disclose any financial, business, or other relationship with YoloTD that may have an impact upon the outcome of this Agreement.

- A. CONTRACTOR certifies that it has disclosed to YoloTD any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONTRACTOR agrees to advise YoloTD of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONTRACTOR further agrees to complete any statements of economic interest if required by either YoloTD ordinance or State law.
- B. The CONTRACTOR hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. The CONTRACTOR hereby certifies that the CONTRACTOR has established necessary controls to ensure a conflict of interest does not exist.

22. Applicable Law

This Agreement, its interpretation, and all work performed under it shall be governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Yolo County, California. CONTRACTOR waives any removal rights it might have under State or Federal law.

23. Binding on Successors

All of the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

YoloTD:

CONTRACTOR:

YOLO COUNTY TRANSPORTATION DISTRICT

By: _____

By: _____

Title: Executive Director

Title: _____

APPROVED AS TO FORM:

*By: _____

By: _____

Title: _____

Attorney for YoloTD

** If the CONTRACTOR is a Corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. If only one officer signs or an individual not specified above, the CONTRACTOR will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.*

APPENDIX F – BID PROTEST PROCEDURES

SCOPE OF PROTEST PROCEDURE

This section specifies procedures for interested parties to protest the following YoloTD staff actions:

- A. A written notice to a bidder or proposer that it has been deemed non-responsive or not responsible.
- B. A written recommendation to the Board or Executive Director to award a contract to a particular bidder or proposer.

Nothing in this policy will preclude or otherwise restrict the protest procedure specified in FTA's regulations on disadvantaged business enterprise.

EFFECT OF PROTEST ON CONTRACT AWARD

When a protest has been properly filed prior to Contract award, the Board or Executive Director will not award the Contract prior to issuance of the Executive Director's final decision on the protest. However, YoloTD reserves the right, in its sole discretion, to award the Contract and to issue a notice to proceed notwithstanding any pending or continuing challenge to YoloTD's final decision on the protest.

RELEASE OF PROTEST INFORMATION

Materials submitted as a part of the protest resolution process will be available to the public except to the extent that the withholding of information is permitted or required by law or regulation; and

MAINTENANCE OF PROTEST RECORDS

The Executive Director, or their designee, will maintain a written record of each protest. These records will be retained for at least 3 years from the date each protest is resolved.

WHO MAY FILE A PROTEST

Protests may be filed only by interested parties. Interested parties are defined as actual or prospective bidders or proposers for an YoloTD Contract. Submission of a bid/proposal will be deemed a waiver of any protest to any provision of the solicitation documents that is not the subject of the protest.

TIME FOR FILING A PROTEST

- A. Protests of a determination that a bidder or proposer is non-responsive or not responsible must be received by YoloTD no later than 10 working days from the date of the letter providing notice of the determination.
- B. Protests of a staff recommendation to the Executive Director or the Board pertaining to the award of a Contract must be received by YoloTD no later than five working days from the date of the letter providing notice of the staff recommendation regarding award of the contract.

FORM FOR FILING A PROTEST

Protests must be addressed to the YoloTD Executive Director, 350 Industrial Way, Woodland, CA 95776 with an additional copy sent via email to abernstein@yctd.org. Protests must be in writing and contain a statement of the ground(s) for protest. At least 3 copies of the protest and supporting documentation must be submitted by the protestor in the time and manner specified in this Article. The Executive Director, or his/her designee, will provide notice, by telephone or by letter, to all bidders or proposers known to YoloTD for the procurement that is the subject of the protest. Such notice will state that a protest has been filed with YoloTD and identify the name of the protestor. The notice must be given not more than 5 working days after receipt of a properly-filed protest. The notice will state that interested parties will receive further information relative to the protest only if they submit a written request to the Executive Director.

PROTEST CONTENTS

The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the solicitation documents or bids/proposals upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

EXECUTIVE DIRECTOR'S FINAL DECISION

Not more than 30 days after receipt of a properly filed protest the Executive Director will distribute to the protestor and all interested parties requesting such information, a written decision. The Executive Director's written decision is final. Upon issuance of the Executive Director's decision, any interested party may appeal to a court of competent jurisdiction, if such forum exists, or file a protest directly with FTA if any resulting contract is funded by FTA. A protest to FTA must be filed in accordance with FTA Circular 4220.1G, available from YoloTD's Contract Officer.

RIGHT TO REJECT ALL BIDS/PROPOSALS

YoloTD retains the discretion to reject all bids/proposals or to make no decision whatsoever.

EXCLUSIVE REMEDY

The procedure and time limits set forth in herein regarding protest are mandatory and are the bidder/proposer's sole and exclusive remedy in the event of protest. A bidder/protestor's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid/proposal protest, including initiation of legal proceedings.

APPENDIX G – Applicable Clauses

1. Antitrust Claims

The Proposer's attention is directed to California Government Code Section 4552, which shall be applicable to the Proposer and its sub-proposers:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

2. Levine Act

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as the District. The Levine Act prohibits any YoloTD Board Member from participating in or influencing the decision on awarding a Contract with YoloTD to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the YoloTD Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, YoloTD Board members are prohibited from soliciting or accepting a contribution from a party applying for a Contract while the matter of awarding the Contract is pending before YoloTD or for three months following the date a final decision concerning the Contract has been made.

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a YoloTD Board Member within the twelve-month period preceding submission of your Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, you must include this information with your Proposal.

APPENDIX H

CERTIFICATION REGARDING LOBBYING

The undersigned 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 any 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 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 influencing or attempting to influence 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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, United States Code. 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.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503