

REQUEST FOR PROPOSALS (RFP) 2009-01

PROFESSIONAL MARKETING SERVICES FOR VVTA



VICTOR VALLEY TRANSIT AUTHORITY

11741 East Santa Fe Ave, Hesperia, CA 92345

Key RFP Dates

Issued:	September 21, 2009
Written Questions:	October 12, 2009
Reply to Questions:	October 19, 2009
Submit Offer:	November 2, 2009
Interview Date: (if any)	November 4, 2009
Award:	November 16, 2009

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SUBJECT: NOTICE OF REQUEST FOR PROPOSALS

Gentlemen/Ladies:

The purpose of the Request for Proposals (RFP) is to identify qualified firms to assist VVTA in the development, execution and coordination of a bus marketing and outreach program. The goals of this program will be achieved through advertising, public relations, printed materials, and website design. A cohesive, planned approach is preferred, and the theme, look, and messages must be friendly, contemporary, and 'consumer oriented'.

Proposals must be received in the Victor Valley Transit Authority's office at or before 3:00 p.m. on Wednesday November 2, 2009.

Proposals shall be delivered to the following address:

**Victor Valley Transit Authority
Professional Marketing Services RFP 2009-01
11741 East Santa Fe Ave, CA 92345
Hesperia, CA 92345**

Attention: Debi Raymond

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this Request For Proposals (RFP) may obtain a copy from our website at www.vvta.org or by faxing their request to (760) 948-1380, or calling (760) 948-3262. Please include the following information:

- Name of Firm
- Contact person
- Mailing address
- phone number
- fax
- e-mail address

SECTION I. INSTRUCTIONS TO OFFERORS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

B. ADDENDA

Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Preferred method for distributing addenda is by e-mail. Please provide e-mail address with Receipt Confirmation Form.

C. AUTHORITY CONTACT

The contact regarding this RFP is Kevin Kane, General Manager.

**Victor Valley Transit Authority
Professional Marketing Services RFP 2009-01
11741 East Santa Fe Ave, CA 92345
Hesperia, CA 92345**

draymond@vvtta.org
Fax 760 948-1380

D. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section D.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be available on the website at www.vvtta.org and it will be sent to all firms submitting a receipt confirmation form. The receipt confirmation form shall be completed and returned to the General Manager to advise the Authority of the Offeror's intention to participate in this solicitation. Failure to return this form will result in no further communication or addenda relating to this RFP. (See - Attachments)

2. Submitting Requests

- a. All questions must be put in writing and must be received by the Authority no later than 3:00 p.m., on Monday, October 12, 2009
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above: (The preferred method for submitting questions is via e-mail.)
 - (1) E-Mail: draymond@vvta.org
 - (2) Facsimile: The Authority's fax number is (760) 948-1380.
 - (3) U.S. Mail or Personal Courier : Victor Valley Transit Authority, Attention Debi Raymond, 11741 East Santa Fe Ave, Hesperia, California 92345.

3. Authority Responses

Responses from the Authority will be sent via e-mail or alternatively by facsimile by Monday, October 19, 2009.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Victor Valley Transit Authority's office at or before 3:00 p.m. on Monday, November 2, 2009.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address and Identification of Proposals

Offeror shall submit an **original and 6 copies** of its proposal in a sealed package, addressed as shown below, bearing the Offeror's name and address and clearly marked as follows and delivered or mailed to:

**Victor Valley Transit Authority
Professional Marketing Services RFP 2009-01
11741 East Santa Fe Ave, CA 92345
Hesperia, CA 92345**

Attention: Debi Raymond

3. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by Authority are public information and, as required by law, must be made available to any person upon request.
- e. Submitted proposals are not to be copyrighted.

F. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as, but not limited to expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

G. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

H. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

I. PROTEST PROCEDURES

Any prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of the contract outlined in this RFP, may protest to the General Manager. The protest must be submitted in writing five (5) working

days from the time such aggrieved person knows or should have known the facts giving rise thereto. Protests must contain the name of the protester, the solicitation description, and a statement of the grounds for the protest. Protests are to be filed at:

Victor Valley Transit Authority
11741 East Santa Fe Avenue
Hesperia, California 92345

The sole grounds for protest are: (1) the AUTHORITY failed to follow the selection requirements specified in the RFP or any addenda or amendments; (2) there has been a conflict of interest as provided in California Government Code section 87100 et seq.; or (3) violation of state or federal law. Protests will not be accepted on any other grounds. The AUTHORITY will consider only those specific issues addressed in the protest. VVTA will respond to each qualified issue raised in the protest. Final determination will be made by VVTA, whose determination will be final. The Federal Transit Administration will only entertain an appeal of a protest determination after protester has exhausted its administrative remedies, and will only review protests on: (1) a grantee's failure to have or follow its protest procedures, or the failure to review a complaint or protest; or (2) a violation of Federal law or regulation, and any such protest must be submitted with the protest procedures set forth in FTA Circular 4220.1E.

J. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time and expense contract specifying hourly rates for services specified in the Scope of Work, included in this RFP as Exhibit A.

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12 point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Offers should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged and presentations should be brief and concise. Proposals should not exceed fifty (50) pages in length, excluding any appendices.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Kevin Kane, General Manager and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number. Include name, title, address, and telephone number of the contract person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact persons name and address, phone number and fax number. Relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe experience in working with the various government agencies.
- (4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor.
- (5) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work

performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Provide education, experience, and applicable professional credentials of project staff.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the services specified in the Scope of Work.
- (2) Outline sequentially the activities that would be undertaken in completing the services and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offeror wishes to propose alternative approaches to meeting the Authority's technical or contractual requirements, these should be thoroughly explained. The contents of the RFP and Offeror's proposal will become contractual obligations.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

SECTION III. EVALUATION AND AWARD

A. EVALUATION PROCESS

1. Initial Review

Each proposal will be initially reviewed to determine if it meets the minimum requirement: The proposal must be complete, in the required format, and in compliance with all the requirements of this RFP.

B. EVALUATION CRITERIA

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

1. Qualifications of the Firm

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references; effectiveness of the Offeror in the delivery of comparable or related services based on demonstrated performance.

2. Staffing and Project Organization

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. Cost and Price

Reasonableness and competitiveness of hourly rates with other offers received; adequacy of data in support of figures quoted.

4. Work Plan

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; utility of suggested technical or procedural innovations.

C. EVALUATION PROCEDURE

The evaluation committee is comprised of the Authority's Technical Advisory Committee members and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Board the Offeror whose proposal is most advantageous to the Authority.

D. AWARD

The Authority may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror. The final authority to award contract as a result of this RFP rests solely with the VVTA Board of Directors.

E. NOTIFICATION OF AWARD

Offerors who submit a proposal in response to this RFP shall be notified by electronic mail regarding the firm who was awarded the contract. Such notification shall be made within five (5) days after the date the contract is awarded by the Board.

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK VVTA PROFESSIONAL MARKETING SERVICES

BACKGROUND

The Victor Valley Cities of Adelanto, Hesperia and Victorville, the Town of Apple Valley, and the County of San Bernardino are the members of the Victor Valley Transit Authority (VVTA or Agency) - a joint powers agency established in 1974 to implement and contract for a public transportation system.

A core part of VVTA is its fixed route bus system. VVTA operates 15 routes throughout the Victor Valley area. The Victor Valley is experiencing steady growth, daily boardings average over 95,000 per month.

The County of San Bernardino established a *rural fixed route and deviated* system to serve Lucerne Valley and the Tri-Community areas of Phelan, Wrightwood and Pinon Hills. This system provides both local community service and brings residents in to connect to the Regional Fixed Route system. In October of 1994, the County began service connecting the communities of Helendale, Silver Lakes and Oro Grande to the Regional Fixed Route. Due to lack of ridership, service to Lucerne Valley was discontinued on December 31, 1997. VVTA reinitiated service to Lucerne Valley in July, 2002. County transit services are provided through a contract with Veolia Transportation.

The VVTA also provides *complementary paratransit service* in accordance with the Americans with Disabilities Act to all areas served by its regional fixed routes. Paratransit service is provided throughout the system. Any paratransit services provided beyond $\frac{3}{4}$ mile is considered premium service, fares may be set accordingly and ADA denial rules are not applicable.

In June 1995, ADA Paratransit Service was divided into zones. Zone 1 is defined by all the stipulations of the ADA ruling. Zones 2 and 3 are concentric bands beyond the fixed route. The zone structure enables VVTA to evaluate performance of the service by specific geographic areas. Complementary paratransit services are provided through a contract with Veolia Transportation.

Over the next few years, VVTA will be implementing new Information Technology Systems (ITS) to increase customer satisfaction and control operating expenses. These include a computer aided dispatch system, automatic vehicle locators and mobile display computers for all fixed route buses. Automatic passenger counters will also be installed on all fixed route buses.

VVTA has a completed Operational and Growth Analysis Study 2007 and has incorporated those recommendations for route alignments and replace of some fixed routes with flex routing which VVTA refers to as Premium Paratransit. These new flex routes fulfill the requirements of the ADA as well as offer transit services to the public who had no access to VVTA previously.

VVTA will entertain formal marketing, advertising and promotion campaigns from successful firms, but will not compensate for labor hours related to the preparation and presentation of unsolicited campaign proposals. Once VVTA approves a proposed campaign, VVTA will pay all costs for that campaign.

PROJECT OBJECTIVES:

1. Increase fixed-route bus use among current riders;
2. Encourage trial and repeat use among residents who currently do not use the fixed-route bus, targeting discretionary riders, especially working commuters.
3. Increase ridership along routes that have excess capacity;
4. Continue to introduce the benefits of the Day Pass and 31-Day Pass, increase sales of prepaid fare media.
5. Promote awareness and create favorable perception of VVTA through a planned branding and image campaign targeting current riders, potential riders, opinion leaders, community leaders, employers, and elected officials. Position VVTA as a necessary part of the community that provides freedom and increases the quality of life for all residents. Differentiate VVTA as not being just another government agency.
6. Develop and cultivate an awareness and understanding of the presence and benefits of public transit, and of VVTA's services among the general public;
7. Increase public perception that VVTA is efficiently managed, friendly, and customer oriented.
8. Develop effective communication and partnerships with target markets;
9. Ensure public awareness and education for new and expanded bus service; and
10. Create innovative ways to assure the public has accurate, timely, and accessible information about VVTA services.

As part of its bus marketing and outreach program, VVTA will continue to reach the general core market of current riders which includes:

- Transit dependent residents
- Students
- Seniors and Disabled residents

To expand ridership, VVTA has identified the following target markets to grow ridership:

- Youth and college students
- Choice riders
- Major employers in business and industry
- New residential growth areas
- Southern California Logistics Airport (SCLA)

NEED FOR ON-CALL FIRMS:

As the population continues to grow and demographics continue to change in the Victor Valley, the number and types of markets needed to be reached increase. Also, as bus service is enhanced and VVTA introduces new technology, more resources and attention are required to communicate with bus riders.

In an effort to address these changes and implement comprehensive marketing services VVTA is planning to establish a contract with a firm (CONSULTANT) to perform various marketing activities as needed. CONSULTANT must have expertise in the following activities:

- General marketing and advertising,
- Minority marketing and advertising,
- Public relations,
- Graphic design,
- Video and radio production,
- Copywriting,
- Special event marketing,
- Direct mail,
- Web site design and maintenance, and
- Printing

Respondents to this RFP must propose to provide services for the above activities. The nature and time period for these services required from the individual CONSULTANT will vary according to project.

This will be an on-call service contract. Services will be provided on call by CONSULTANT staff on an “as-needed” basis with no guaranteed level of usage. AGENCY reserves the right to award this contract, solely at its discretion, based on evaluation of the CONSULTANT proposals.

SERVICES REQUIRED:

This section elaborates on the types of professional services that VVTA is expecting to need during the contract period. Proposals shall be in the format outlined in the Instructions to Offerors, and shall provide a precise, detailed, clear description of the firm's ability to meet the requirements of the scope of services. VVTA will require CONSULTANT with the following experience to provide the listed services.

1. General marketing and advertising: create and implement small and large campaigns that include a mix of print, radio and television advertisements, freestanding direct mail inserts, co-op advertising, and targeted marketing efforts.
2. Public Relations: create and/or advise on public relations campaigns including, planning, material creation, special events, press contacts, and execution.
3. Graphic Design: design and produce art for logos, brand development of bus service products, collateral materials, and miscellaneous graphic needs.
4. Video and radio production: create, edit, and produce video and radio spots for cable television and radio stations, as well as for internal staff and website uses.
5. Special event marketing: assist VVTA staff with the preparation and staffing of booths at special events (e.g., fairs, festivals, etc.).
6. Web Site design and maintenance: design and maintenance of the VVTA web site, www.VVTA.org.
7. Photography: take photos and deliver proofs, 35mm prints, negatives, and high-resolution digital files.
8. Mailing services: provide mail lists and mail house services.
9. Printing: provide printing for project brochures, flyers, newsletters, and miscellaneous collateral materials.
10. Quarterly progress reports.
11. Quarterly meetings with VVTA Staff.

In addition to the general services discussed above, the following specific projects may be undertaken in fiscal year 2009-2010. Along with the above project requirements, bidders are asked to discuss their experience with the following and provide details on how these projects will be addressed.

- Image campaign to develop a more positive image of VVTA;
- Holiday promotions;
- Research, development, and implementation of a bus pass program to increase locations of bus pass outlets and increase sales of prepaid fare media;
- Route specific marketing; and,
- Web site design and maintenance
- Develop Fixed Route ridership among Senior populations
- Travel Training

PROJECT MANAGEMENT:

The AUTHORITY General Manager or designee will be the AUTHORITY Project Manager who will direct the CONSULTANT. The CONSULTANT will be responsible for implementing the tasks described in the Scope of Work under the direction of the VVTA Project Manager.

The CONSULTANT shall designate a project manager within the firm to coordinate all marketing and outreach activities. The project manager will be permanently assigned in this capacity for the duration of the contract period. The project manager shall have the authority to make commitments and decisions that are binding to the CONSULTANT. Any changes to the CONSULTANT personnel under this project shall be subject to VVTA's written approval.

DELIVERABLES:

Upon completion of each project, CONSULTANT will deliver on CD editable copies of all artwork and associated files to VVTA. CONSULTANT will also maintain copies of all files as backup and reference for future projects. VVTA is to maintain ownership of and retain all rights to use of any and all artwork and associated files both during and after the contract period.

CONSULTANT will provide monthly billings and reports on the status of all projects in a format approved by VVTA.

CONSULTANT is expected to work directly with printers, provide color proofs, and conduct press checks as required.

CONTRACT PERIOD:

The initial contract term will be three years ("base contract period"). Two single year option periods will also be included, and may be exercised at the sole discretion of AGENCY.

BUDGET FOR CONTRACT PERIOD:

VVTA plans to budget a total not-to-exceed of \$130,000.00 for the base contract period (3 years).

EXHIBIT B
COST AND PRICE FORMS

**RFP EXHIBIT B PRICE SUMMARY SHEET SCHEDULE OF
FEES SCHEDULE I --- HOURLY RATE SCHEDULE**

All rates are “fully loaded”, i.e., includes all overhead costs, general, administrative and profit.

Key Personnel:

Name	Classification	Job Function	Hourly Rate

Other Labor Charges:

Job Function	HOURLY RATE

Note: These rates were calculated using the named personnel’s actual salary as of ___ / ___ / 06. Includes indirect rate _____ % and profit rate of _____ % to develop fully burdened rates.

SCHEDULE II ---- OTHER DIRECT COSTS SCHEDULE

Other Direct Costs (ODC):

Type of ODC	CURRENT RATE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

1. I acknowledge receipt of RFP and Addenda No.(s) _____
2. This offer shall remain firm for _____ days from the date of proposal (Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON

AUTHORIZED TO BIND OFFEROR _____

SIGNATURE'S NAME AND TITLE _____

DATE SIGNED _____

EXHIBIT C

PROPOSED AGREEMENT

PROPOSED AGREEMENT RFP NO. 2006-05 BETWEEN

VICTOR VALLEY TRANSIT AUTHORITY AND

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between the Victor Valley Transit Authority, 11741 East Santa Fe Ave, Hesperia, California 92345, a public corporation of the state of California (hereinafter referred to as "AUTHORITY" or "VVTA"), and _____ (hereinafter referred to as "CONSULTANT").

WITNESSETH: **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to perform various marketing activities; and **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience, and is capable of performing such services; and **WHEREAS**, CONSULTANT wishes to perform these services.

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONSULTANT as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the agreement between AUTHORITY and CONSULTANT

and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s).

B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or condition(s) and CONSULTANT's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. AUTHORITY DESIGNEE

The General Manager of AUTHORITY, or designee, shall have the authority to act for and exercise any of the rights of AUTHORITY as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AUTHORITY.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no

longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through ~~XXXXX~~, 200X, unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. PAYMENT

A. For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum annual and cumulative payment obligation provisions set forth in Article 6, AUTHORITY shall pay CONSULTANT on a time and expense basis in accordance with Exhibit B, "Schedule of Fees".

B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any service until such time as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all service required. AUTHORITY's payment in full for any service completed shall constitute AUTHORITY's final acceptance of CONSULTANT's work.

C. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AUTHORITY's Administration office. Each invoice shall be accompanied by the monthly progress report specified in paragraph B of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice, subject to a ten percent (10%) retention, payable upon AUTHORITY approval of completion of the task. Each invoice shall include the following information:

1. RFP Agreement No. 2009-01;
2. Specify the task number for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;
5. Monthly Progress Report;
6. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
7. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

- A. Base Contract Period:** Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be One hundred Fifty Thousand Dollars (\$130,000.00), limited to an annual maximum of obligation of Fifty Thousand Dollars (\$43,333.00) per contract year, which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.
- B. Option Years:** Any ordered services in the option years shall be billed at the rates set forth in Exhibit B, "Schedule of Fees", up to an annual maximum obligation established by AUTHORITY.

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:

To AUTHORITY:

Victor Valley Transit Authority

11741 East Santa Fe Ave, Hesperia, CA

92345

ARTICLE 8. INDEPENDENT CONTRACTOR

CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 9. INSURANCE AND INDEMNITY

A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.
2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;
3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and

4. Employers' Liability with minimum limits of \$1,000,000.00.

5. Professional Liability insurance with limits of at least \$1,000,000.00 per claim or occurrence.

B. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY prior to the commencement of performance of services hereunder and within ten (10) calendar days from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and agents designated as additional insureds on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY. CONSULTANT shall require the carriers of the above-required coverages to waive all rights of subrogation against the AUTHORITY, its officers, directors, employees and agents.

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement Number 2006-05 and Kevin Kane, General Manager.

D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CONSULTANT as provided in this Agreement.

E. Indemnity-The CONSULTANT agrees to indemnify, defend with counsel approved by AUTHORITY, and hold harmless the AUTHORITY and its authorized officers, directors, employees and agents from any and all claims, actions, losses, damages and/or liability arising from acts, errors or omissions of CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers, and for any costs or expenses incurred by the AUTHORITY on account of any claim thereto, except where such indemnification is prohibited by law.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 2006-05; (3) CONSULTANT's proposal dated; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement, or in the time required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately with the agreement as changed.

ARTICLE 12. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by AUTHORITY's General Manager or designee, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Manager or designee, shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same

is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Manager or designee, Contracts Administration and Materials Management. This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

ARTICLE 13. TERMINATION

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under this Agreement.

B. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, or if CONSULTANT breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. CONSULTANT shall be liable for any and all reasonable costs incurred by AUTHORITY as a result of such default including, but not limited to, procurement costs of the same or similar services defaulted by CONSULTANT under

this Agreement.

ARTICLE 14. APPLICABLE LAW AND VENUE

Any dispute resolution shall be governed in all respects by the laws of the State of California, except where preempted by Federal law, and the parties agree that the venue of any action or claim brought by any party to this Agreement will be the San Bernardino Court of San Bernardino County. If any action is brought by a third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

Subcontractor Name/Addresses	Subcontractor Amounts
	.00
	.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities as AUTHORITY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. Consultant shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age 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.

ARTICLE 19. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 20. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by AUTHORITY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONSULTANT to any other person or agency except after prior written approval by AUTHORITY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

ARTICLE 21. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and

assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and copyright indemnity thereto.

ARTICLE 22. FINISHED AND PRELIMINARY DATA

A. All of CONSULTANT's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, shall be AUTHORITY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject to the provisions of the California Public Records Act.

B. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by CONSULTANT. Preliminary data includes

roughs, visualizations, software design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be negotiated for all preliminary data.

ARTICLE 23. ALCOHOL AND DRUG POLICY

AUTHORITY and CONSULTANT shall provide under this Agreement, a safe and healthy work environment free from the influence of alcohol and drugs. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 24. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 25. DISADVANTAGED BUSINESS ENTERPRISE (DBE).—This project is subject to Title 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE subcontractors and suppliers.

Meet the UDBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

UDBE Commitment Submittal

Submit UDBE information on the "Local Agency Bidder-UDBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Bid book. If the form is

not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the UDBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the UDBE Commitment form to the Agency. UDBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the UDBE Commitment form unless the Agency requests it. If the Agency requests you to submit a UDBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were

interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.

3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement RFP

No. 2006-05 to be executed on the date first above written.

CONSULTANT:

VICTOR VALLEY TRANSIT AUTHORITY:

By _____

By _____

APPROVED AS TO FORM:

By _____

Fiona Luke, VVTA
Counsel

Receipt Confirmation Form

Professional Marketing Services RFP 2006-05

Please complete and return this confirmation form within 5 working days of receiving RFP package to:

Kevin Kane, General Manager
VVTA
11741 East Santa Fe Avenue
Hesperia, Ca 92345
Phone 760.948.4710
Fax 760.948.1380

Failure to return this form may result in no further communication or addenda regarding this RFP.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____ Ext: _____ Fax Number: _____

E-mail address: _____

I have received a copy of the above noted RFP.

_____ We will be submitting a Proposal

_____ We will not be submitting a Proposal

Signature: _____

Title: _____

If a bidders meeting has been arranged for this RFP, please indicate if you plan to attend: Yes / No