



Roseville Transit

Request for Proposal – Transit Advertising

August 2011



Public Works – Alternative Transportation
401 Vernon Street
Roseville, CA 95678
www.roseville.ca.us/transit

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the Proposer is strictly liable for its chosen method of delivery. It is the Proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the date and time specified will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your bid MUST be addressed and delivered as follows:

City of Roseville
Attn: Sonia Orozco, City Clerk
311 Vernon Street
Roseville, CA 95678

The Proposer is also directed to write the name of the RFP on the outside of the package or envelope so that it is visible when delivered to the City.

RFP: Transit Advertising

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I. Introduction

The City of Roseville invites proposals from Advertising Companies with outstanding qualifications, experience and knowledge to provide advertising on transit vehicles, shelters, and in printed materials. Section VI, Display Ad Requirements, of this Request for Proposal (RFP) provides detailed information regarding the display ad requirements.

System Profile

The City of Roseville Alternative Transportation Division is responsible for providing public transit service within Roseville. The City owns and maintains the bus fleet and contracts with a transit provider for the operation of Roseville Transit. Roseville Transit operates three separate transit systems.

- Roseville Transit Local service provides 10 local routes. The Local service operates Monday through Saturday and offers free transfers to Placer County Transit and Sacramento Regional Transit at designated transfer points.
- Roseville Transit Dial-A-Ride (DAR) provides curb-to-curb, demand-responsive, shared ride service within Roseville, seven days a week.
- Roseville Transit Commuter service provides a ride to downtown Sacramento and the Highway 50 corridor, Monday through Friday, during peak commute times. In addition, passengers from Sacramento can travel into Roseville on Roseville Transit's Commuter service as a Reverse Commuter. Reverse commuters are picked up in Sacramento as Roseville commuters are dropped off. They return to Sacramento in the evening as Roseville commuters are picked up.



Roseville Transit's whole bus system is accessible to cyclists and the disabled community.

History

Roseville Transit began operations as a Fixed Route service in 1970 and evolved to include a demand responsive (Dial-A-Ride) service in 1971. In 1973, the City of Roseville contracted with Sacramento Regional Transit for Commuter and Fixed Route service, but was without Dial-A-Ride service until 1978. From 1978 to 1990, many changes took place in the transit industry requiring the City to often contract with more than one vendor at a time to provide the three different transit services.

In 1990, DAVE Transportation was contracted to operate all three transit services in Roseville. In 1997, Laidlaw Transit bought DAVE Transportation and assumed the transit services contract with the City. Through a competitive bid process in 2001, MV Transportation was selected to provide the City's transit services.

Future

Future Commuter routes may include additional service to Downtown Sacramento and the Highway 50 corridor. The City of Roseville is also implementing electronic fare cards and fareboxes and the use of new technologies to provide better arrival time information for passengers at transfer points. The City is working with other area transit operators and the Sacramento Area Council of Governments (SACOG) to develop a regional fare card for the Sacramento region.

II. Proposal Requirements

A. General Information

Proposals must be submitted to:

City of Roseville
Attn: Sonia Orozco, City Clerk
311 Vernon Street
Roseville, CA 95678

Contact for questions:

Helen Dyda
Marketing Specialist II
City of Roseville
Public Works – Alternative Transportation
311 Vernon Street
Roseville, CA 95678
(916) 774-5443
(916) 746-1333 Fax
hdyda@roseville.ca.us

Five (5) copies of the Proposals must be furnished to the City of Roseville with a separate letter of transmittal. Proposals must be securely sealed in a suitable return addressed envelope or box and marked on the outside: "RFP for Transit Advertising." Proposals will be accepted only if received in the Roseville City Clerk Department at 311 Vernon Street, Roseville, CA 95678 by **5:00 p.m. on September 16, 2011**, Pacific Local Time. Any proposal received after this deadline will be returned unopened and will be deemed non-responsive.

A pre-proposal meeting is scheduled for the afternoon of **August 24, 2011**. Proposers are recommended, but not required to attend the pre-proposal meeting. The purpose of the meeting is to review the scope of work to be performed and to respond to questions on the RFP. The City of Roseville may summarize the questions and responses given at this meeting and will mail a copy, within three working days from the date of the meeting, to all Proposers who received a copy of the RFP.

If any Proposers contemplating submission of a Proposal believes that there is an error in this RFP, is in doubt as to the true meaning of any part of this RFP, objects to any contract provision, or needs an extension of time, the Proposer may submit to the City of Roseville a written inquiry or request addressed to Helen Dyda, Marketing Specialist, no later than 5 working days prior to the proposal submittal deadline. Written responses, if any, will be published in the form of an addendum to this RFP and will be mailed to all parties which received a copy of this RFP. The City of Roseville will not be responsible for oral explanations or interpretations of the documents.

B. Proposal Format and Content

1. Submittal Format

Advertising Company Proposals must be prepared using the following format:

Part	Content
--	Letter of Transmittal
--	Table of Contents
1	Description of Proposed Services for each component
2	Advertising Program Staffing and Experience
3	Facility and Other Requirements
4	Proposed Revenue
5	Certifications
6	Appendices

Each part should be clearly defined and tabbed for easy reference. A Proposer that does not address all of the required submittals and associated documentation may be deemed non-responsive. A Proposer submitting a non-responsive Proposal will not be eligible for award.

The City of Roseville strongly considers the Proposal content and completeness to be most important. Clear and effective presentations are preferred. Elaborate, decorative, or extraneous materials are strongly discouraged. The Proposal must be submitted in an 8.5"x11" format with foldouts from this basic size utilized as necessary. The cover must clearly contain the advertising program title and the Proposer's firm name.

2. Submittal Content

Letter of Transmittal – The letter of transmittal must be addressed to Helen Dyda, Marketing Specialist. The letter of transmittal must include:

- An identification of the firm(s) involved in the Proposal, and if a proposed firm is a joint venture, and the identification of the primary Advertising Company.
- A statement acknowledging the receipt of all addenda to the RFP that have been issued by the City of Roseville.
- A statement that the Proposer has reviewed and agrees to the insurance requirements.
- A statement that the Proposal will remain in effect for 120 calendar days after the deadline from receipt of the Proposal by City of Roseville.
- A contact person who should be notified of the Selection Committee's decision, a telephone number, fax number, email address, and mailing address.
- The name of the individual(s) with authority to bind the company during the 120 day period.
- The legal form of the firm, i.e. sole proprietor, partnership, corporation, etc. If the firm is a corporation, the state in which the company was incorporated must be identified.

3. Table of Contents

The Table of Contents must identify locations of all sections in the proposal.

Part I – Description of the Proposed Services for each component

This section must include responses to all items outlined in the Display Ad Requirements. This section must contain a separate description of how Advertising Company intends to organize and implement each component of the advertising program (transit vehicles, transit shelters, and print materials).

Part 2– Advertising Program Staffing and Experience

This part must identify key personnel who are to be assigned to each component of the

advertising program. An organization chart for the advertising program must be provided. The chart must indicate how the Proposer intends to structure the advertising program effort, and identify the Advertising Program Manager and all other key personnel, including but not limited to sub-contractors.

The Advertising Program Manager designated by the Advertising Company must have the responsibility and authority to commit budget and resources, and to direct and accomplish the scope of work. The Advertising Program Manager must be experienced in managing a team of diverse professionals and would oversee one or more components of the program.

Each key person identified in the advertising program organizational chart must be identified by name, and a resume or profile must be provided for each key person. Each resume or profile must be complete and concise, featuring experience that is most directly relevant to the task responsibility that the individual will be assigned. If an individual is assigned to more than one position, the relevant experience must be indicated for each task assigned.

The advertising program services must be performed by the key personnel indicated in the original Proposal. Replacements required during the RFP evaluation process due to unforeseen circumstances may be accepted by the City of Roseville; however, such acceptance will not imply that the City of Roseville has evaluated the replacement to be equally, less, or more qualified than the key person listed in the Proposal unless approved by the City of Roseville in writing prior to their performing services. Resumes of replacements must be submitted with all applicable information.

A complete and accurate description of the firm's similar, relevant advertising program experience within the last three (3) years must be provided. At least two recent client reference check contacts must be provided for each firm proposed, and for the proposed Advertising Program Manager. Previous clients may be contacted for information as part of the evaluation process.

Part 3 – Facility and Other Requirements

In this part, the Advertising Company must clearly describe any City of Roseville facilities, personnel, data, or other requirements that the City of Roseville will be expected to provide to Advertising Company which are not specified in this RFP.

Part 4 – Proposed Revenue

Advertising Company must state the minimum annual guarantee for 1) shelter advertising, 2) exterior bus advertising, and 3) print material, for each year of the three year term of the proposed contract on Pricing Proposal Forms provided in Section V.

To be deemed responsive, Proposers must submit separate proposals for placement of advertising: at transit shelters, on transit vehicles, and in print material. The City of Roseville reserves the right to award a contract for placement on one or more of these items. The selection will be based upon the best value provided by the contractor to the City. Best value will be evaluated according to the criteria explicitly outlined in Section C, which includes but is not limited to: the highest total revenue based on the existing fleet size and shelter stock, adjusted for present value (as described in Section II. C. – Proposal Evaluation). The City will place greater emphasis on the minimum guarantee amount. Also included in the best value evaluation is the Advertising Program Staffing and Experience of personnel and firm (as described in II. Proposal Requirements, Section C. Part 2), and transit experience.

The Advertising Company may also propose additional opportunities for revenue outside of what is outlined in this RFP. However, the City may or may not choose to select these additional opportunities.

Any supplies, equipment, transportation, or other elements necessary to complete the proposed advertising program and not addressed elsewhere in the Proposal, but that are not being provided by the Proposer, must be explicitly specified. If costs estimated are available for these items, they should be included. The sources and dates of estimates should be provided.

Part 5 – Certifications

Each Proposer must sign and submit the following as Part 5 of its Proposal:

- FTA Certification Regarding Debatement
- FTA Certification of Restrictions on Lobbying
- Interests and Gratuities Certification Form
- Campaign Contribution Disclosure Form
- The Interests and Gratuities Certification
- Campaign Contribution Disclosure Form

The Campaign Contribution Disclosure Form requires disclosure of campaign contributions in aggregate of more than \$250 made by the Proposer or its agents to any City of Roseville councilmember within the 12 months preceding issuance of this Request for Proposals. The current City of Roseville Councilmembers are: John Allard, Carol Garcia, Tim Herman, Pauline Roccucci, and Susan Rohan.

No City Councilmember can be contacted regarding this RFP.

Part 6 – Appendices

Proposer must carefully examine the RFP for required documentation not specifically covered in Parts 1 through 5 above, and must place such documentation in an appendix. Information considered by the Proposer to be pertinent to this advertising program, but not specifically requested in this RFP, may also be placed in an appendix. The Proposer is reminded that this is not an invitation to submit voluminous amounts of extraneous material.

4. Modification or Withdrawal of Proposals

Unauthorized conditions, limitations, or provisions attached to a Proposal may cause its rejection. No oral, telegraphic, telephonic, or facsimile Proposals or modifications will be considered. A Proposal may be withdrawn upon request by the Proposer without prejudice, provided that the request is in writing, has been executed by the Proposer's duly authorized representative, and has been filed with the City of Roseville Clerk's Office prior to the deadline for submittal of Proposals.

5. Rejection of Proposal

It is recognized that each Proposer may have unique methods of service delivery. It is not the intention of this RFP to disqualify a Proposer due to variations in service delivery that do not affect the quality or performance. Any Proposal offering professional services equivalent to or better than that requested will receive full consideration for award.

The City of Roseville reserves the right to reject any and all Proposals received (for one or more components), or to negotiate separately with any source in any manner necessary to serve the best interests of the City of Roseville.

The City of Roseville may elect not to award a contract (for one or more components) and will not be responsible for any cost of the Proposer associated with preparing the information solicited or obtained.

Non-acceptance of any responsive Proposal will not imply that the Proposal is deficient. Non-acceptance of any Proposal will mean that another accepted Proposal was deemed to be more advantageous to the City of Roseville.

All material submitted becomes the property of the City of Roseville and may be returned only at the City of Roseville's option.

C. Proposal Evaluation

1. Evaluation Procedures

Proposals received that conform to the instructions provided in this section of the RFP will be evaluated by a Selection Committee designated by the City of Roseville. Proposals must comply with the requirements of this RFP to be deemed responsive. Each component (vehicles, shelters and print materials) will be evaluated as a separate proposal. The evaluation will be performed using the criteria described herein. The evaluation process will result in a rank ordering of firms based upon qualifications and proposed revenue. Consideration will be given to: proposed revenue, organization and implementation of the advertising program components, quality of service, experience of firm, and expertise of personnel assigned to the project. Certain Proposers may be required to attend an oral interview as part of the final ranking process, based on a short-listing of firms. Previous clients of each Proposer may be contacted regarding the Proposer's past performance. Responses of previous clients may be considered as part of the proposal evaluation process.

Upon determination of the final ranking, the City of Roseville will commence contract negotiations with the highest ranked firm for the purpose of finalizing a recommendation of award to the Roseville City Council. If negotiations with the highest ranked firm are unsuccessful, the City of Roseville will begin negotiations with the next highest ranked firm, etc.

2. Evaluation Criteria

An evaluation team comprised of representatives from the City of Roseville, and possibly other agencies, will evaluate and score all proposals received. All requirements identified in this RFP must be satisfied in order to ensure that proposal will qualify for consideration.

The selection will be based on the **highest total price (i.e. revenue) proposed over the three year term** for the bus only, transit shelter only, or print materials only based on existing buses and transit shelters, and adjusted for present value. The City may select one or more vendors. The amount proposed for each contract year will be adjusted to account for the present value of compensation paid in future years as shown below. Additionally, selection will be based on advertising program staffing and experience, and the company's transit experience. Proposers for shelter advertising will also be evaluated on the advertising shelters proposed, and the shelters' aesthetic features, quality of materials, ease of maintenance, and pertinences (e.g. trash cans).

For each proposal component:

80% of score will be given to:

Year 1	Price	X	94.8%	=	_____	Net Amount
Year 2	Price	X	89.8%	=	_____	Net Amount
Year 3	Price	X	85.8%	=	_____	Net Amount
Total Adjusted Price _____						

20% of score given to:

Qualifications – Years of directly related expertise and experience, references from recent clients, quality of work, and quality of customer service (5% of the 20% will be given to the evaluation of the advertising shelters' aesthetic features, quality of materials, ease of maintenance, and pertinences) and,
Program Implementation – How the company will implement the advertising program components.

D. City of Roseville Proposal and Advertising Company Policies

1. RFP as the Basis for Proposals

This RFP, including any addenda, will represent the most definitive statement the City of Roseville will make concerning information upon which Proposals are to be based. Any information, verbal or written, which is not contained in this RFP and addenda thereto will not be considered by the City of Roseville in evaluation of the Proposals.

2. Agency Right to Waive Minor Irregularities

The City of Roseville, at its sole discretion, reserves the right to waive minor irregularities in the proposal process or to otherwise accept a proposal which does not satisfy all requirements of the RFP, but which, in the City's sole judgment, sufficiently demonstrates the ability to deliver an advertising program that will satisfy the major requirements set forth in this RFP. The City also reserves the right to modify the selection process and timeline as it deems necessary.

3. Role of the Advertising Company

The division of work among the Advertising Company and any proposed sub-advertising company is left to the Advertising Company to identify in assembling an advertising program team. The Advertising Company must be responsible for management, direction, design integration, scheduling, control, review and approval of all subcontract work and services for the total advertising program. The Advertising Company must keep the City of Roseville apprised of any problems incurred and provide regular progress and budget reports. At the City of Roseville's direction, or as detailed in this RFP, the Advertising Company may be required to coordinate directly with other City of Roseville Advertising Companies and contractors.

The Advertising Company is responsible for assuring that all subcontract work is in conformance with the advertising program's policies, standards and criteria. Use of any sub-advertising companies which were not identified in the Proposal will be subject to approval by the City of Roseville.

4. Limitation and Award

This RFP does not commit the City of Roseville to award a contract. The City of Roseville reserves the right to reject all Proposals. If the City of Roseville rejects all Proposals, the advertising program may be abandoned or re-advertised.

The contents of the successful Advertising Company's Proposal will be incorporated into the resulting contract. The City of Roseville reserves the right to rescind the contract award if Advertising Company is unable or unwilling to enter into a contract substantially identical to the sample contract within 20 days from the date it is sent to the Advertising Company for execution.

As described in Part C of this Section, the City of Roseville will evaluate the Proposals, establish a rank ordering of the qualified firms for the advertising program, negotiate with the highest ranked firm, and recommend award of the contract to the Roseville City Council.

If, after reviewing proposals, the City determines that more than one proposal falls within a competitive range, then the City may, at its sole discretion, meet with proposers within a competitive range, negotiate, and offer an opportunity for Best and Final Offers (BAFOs) to be submitted.

After receipt of BAFOs from firms within a competitive range, the City will re-evaluate the BAFOs using the same criteria and weighting system to determine their scores and select the highest scoring proposal.

The City reserves the right to make an award to an Offeror whose proposal it judges to be most advantageous and best value to the City based upon the evaluation criteria, without conducting any written or oral discussions with any Offerors or solicitation of any BAFOs.

Proposals will be made available, upon request, for copying or inspection when a recommendation is made for award of the resulting contract.

5. Debarred Bidders

The Advertising Company, including any of its officers or holders of a controlling interest, is obligated to inform the City of Roseville whether or not it is or has been on any debarred bidders' list maintained by the State of California or any federal agency. Should the Advertising Company be included on such a list during the performance of this advertising program, it must inform the City of Roseville. See Section III, Part 2, for federal debarment certification requirements.

6. Disclosure of Interests and Gratuities

The Advertising Company, including any of its officers or holders of a controlling interest, is obligated to inform the City of Roseville whether or not it has any conflict of interest or has provided gratuities or Campaign Contributions to City of Roseville employees or council members as set out in Section V, Proposal Forms.

7. Disclosure of Proposal Information

Once submitted, Proposals become a matter of public record. Where an Advertising Company submits technical or business information which is claimed to be confidential, the Advertising Company must so indicate by delineating each section of the Proposal with the heading "Confidential." The City of Roseville will give consideration to the claim

of confidentiality. However, Advertising Companies should understand that the City of Roseville has reservations as to whether any such information may be exempt from disclosure under the *California Public Records Act (Government Code Section 6250, et seq.)*. The City of Roseville will notify Advertising Company if it receives a *Public Records Act* request for release of confidential information. Advertising Company agrees that the City of Roseville will not be held liable for complying with the *Public Records Act*.

8. Use of RFP Ideas

The City of Roseville reserves the right to use any or all of Advertising Company's ideas as set forth in its Proposal. Selection or rejection of the Proposal does not affect this right.

9. Facilities and Resources

The Advertising Company must furnish all equipment, facilities, labor, supervision, and any and all other required materials and services, except as set out in Section VI, Display Ad Requirements, or as otherwise specified in Advertising Company's Proposal. No City of Roseville resources in terms of personnel, facilities or equipment will be provided unless agreed upon in writing.

E. Execution of Contract

Within 20 working days of receipt of this Contract, Proposer will sign and return the Contract and performance bond to the City of Roseville. The Contract must be signed by a person or persons authorized to bind the Proposer. If Proposer is a corporation, the Contract should be signed by 2 authorized officers as set out under California Corporations Code Section 313. The City of Roseville may require written evidence of the contracting authority of the person(s) signing the Contract.

III. Contract

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FTA Grant Contract Provisions (Services)

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FTA Grant Contract Provisions (Services)

In case of any conflict, these FTA provisions will prevail over the "State Grant Contract Provisions" and the "City of Roseville Contract Provisions" contained in the Contract Documents.

1. Federal Grant Conditions

This Contract is subject to a financial assistance contract between City of Roseville (herein after "COR") and the United States of American (heinafter "Federal Government), acting through the Department of Transportation (heinafter "U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). Advertising Company must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between COR and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Advertising Company's failure to so comply constitutes a material breach of this Contract. If such changes cause an increase or decrease in the work to be performed by Advertising Company or time for such performance, then the compensation to be paid to Advertising Company and time or performance will be equitably adjusted.

2. Non Liability of Federal Government

- A. Advertising Company acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to Advertising Company, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- B. Advertising Company must include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

3. False Statements

- A. Advertising Company acknowledges that the provisions of the Program Fraud Civil Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, Advertising Company certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract. In addition to other penalties that may be applicable, Advertising Company further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Advertising Company to the extent the Federal Government deems appropriate.
- B. Advertising Company also acknowledges that if it makes, pr causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Advertising Company, to the extent the Federal Government deems appropriate.
- C. Advertising Company must include the above clauses in each subcontract under this Contract. It is further agreed that the clause will not be modified, except to identify the subcontractor who will be subject to its provisions.

4. Allowable Costs

Expenditures made by Advertising Company will be allowable to the extent that they meet all of the requirements set forth below. They must:

- A. Be made in conformance with the Scope of Work and all other provisions of the Contract;
- B. Be necessary in order to accomplish the Contract;
- C. Be reasonable in an amount for the goods or services purchased;
- D. Be actually net cost to Advertising Company (i.e., the price paid minus any refunds, rebates, or other items of value received by Advertising Company that have the effect of reducing the cost actually incurred);
- E. Be incurred (and be for work performed) after the date of the Contract, unless specific authorization from the COR to the contrary is received;
- F. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines and regulations (49 C.F.R. Part 18) and Federal cost principals (48 C.F.R. Part 31), as applicable;
- G. Be satisfactorily documented;
- H. Be treated uniformly and consistently under accounting principals and procedures approved and prescribed by COR; and
- I. Be supported by properly executed payrolls, time records, invoices, contract, or vouchers describing in detail the nature and propriety of the charges.

5. Audit and Inspection

- A. Advertising Company must provide COR, the FTA Administration, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of Advertising Company that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Advertising Company also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Advertising Company's records and construction sites pertaining to a major capital advertising program, defined in 49 U.S.C. 5302(a) 1, which is a receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.
- B. Advertising Company must permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed. Advertising Company must maintain all books, records, accounts, and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Advertising Company must maintain same until COR, the FTA Administrator, the Comptroller General, or any of their duly authorized representative, have disposed of all such litigation, appeals, claims, or exceptions related thereto (49 CFR 18.39(i)(11)).

6. Disadvantaged Business Enterprise

Neither Advertising Company nor its subcontractor(s) will discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Advertising Company must carry out applicable requirements of 49 C.F.R. Part 26 in the award, administration and performance of this Contract. Failure by Advertising Company to carry out these requirements is a material breach of this Contract, which may result in the cancellation of the Contract or the other remedy as COR deems appropriate.

7. Nondiscrimination/Title VI Compliance

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

8. Equal Employment Opportunity

During the performance of this Contract, Advertising Company must do the following:

- A. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e and Federal transit laws at 49 U.S.C. § 5332, Advertising Company must comply with all applicable equal opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 42 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract.
- B. Advertising Company must take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, age or disability. Such action may include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, Advertising Company must comply with any implementing requirements FTA may issue.
- C. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Advertising Company must refrain from discrimination against present and prospective employees for reason of age. In addition, Advertising Company must comply with any implementing requirements FTA may issue.
- D. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Advertising Company must comply with the requirements of U.S. Equal Employment Opportunity Commission "Regulations to Implement the Equal Opportunity Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Advertising Company must comply with any implementing requirements FTA may issue.

Advertising Company must include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. Access Requirements for Persons with Disabilities

Advertising Company must comply with the requirements that are applicable to this Contract:

- A. The Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*;
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794;
- C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. §5301 (d);

- D. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 C.F.R. Parts 27, 37 and 38 and 36 C.F.R. Part 1192;
- E. U.S. Architectural and Transportation Barriers Compliance Board, "ADA Accessibility Guidelines for Buildings and Facilities," (ADAAG);
- F. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- G. U.S. DOT Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- H. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- I. U.S. Equal Opportunity Commission (EEOC), "Regulations to Implement the Equal Opportunity Provisions of the Americans with Disabilities Act," 29 C.F.R. Subpart 1630.
- J. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.

10. Discriminatory Specifications

Advertising Company will comply with the provisions of 49 U.S.C. §5323(h)(2) by refraining from including any exclusionary or discriminatory specifications in any solicitation or subcontract issue or executed by Advertising Company for work to be performed under this Contract.

11. Seismic Safety – Building Design and Construction

INTENTIONALLY OMITTED

12. Energy Conservation

Advertising Company must comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issue in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq.* and 49 C.F.R. Part 18.

13. Air Pollution

Advertising Company agrees that facilities or equipment acquired, constructed, or improved as part of this Contract must be designed and equipped to limit air pollution in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines; Certification and Test Procedures," CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

14. Patent Rights

If any invention, improvement, or discovery of Advertising Company is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of American or any foreign country, Advertising Company must take necessary actions to provide immediate notice to COR. Unless the Federal Government later makes a contrary determination in writing, irrespective of Advertising Company's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Advertising Company must take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grant Contracts and Cooperative Agreement," 37 C.F.R. Part 401.

15. Rights in Data and Copyrights

The Following requirements apply to each contract involving experimental developmental or research work:

- A. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specific to be delivered under this Contract. The term "subject data" includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- B. The following restrictions apply to all "subject data" first produced in the performance of this Contract:
 - 1. Except for its own internal use, COR and Advertising Company may not publish or reproduce the subject data in whole or in part, or in any manner or form, not may COR or Advertising Company authorize others to do so, without the written consent of the Federal government and until such time as the Federal Government may have either released or approved the release of the data to the public. This restriction on publication, however, does not apply to contracts with an academic institution.
 - 2. As authorized by 49 C.F.R. Section 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the subject data for Federal Government purposes. "For Federal Government purposes" means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- C. Any subject data developed under that contract, whether or not a copyright has been obtained; and
- D. Any rights of copyright purchased by COR or Advertising Company using Federal assistance in whole or in part provided by FTA.
 - 1. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, COR and Advertising Company performing experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under this Contract will become subject data as defined in subsection A of this clause and will be delivered as the Federal Government may direct. This subsection 1, however, does not apply to adaptations of automatic data processing equipment or programs for COR or Advertising Company's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
 - 2. Unless prohibited by state law, upon request by the Federal Government, Advertising Company will indemnify, save and hold harmless the Federal

Government and its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violating by Advertising Company of proprietary rights, copyrights, or privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished by Advertising Company. Advertising Company is not required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official or agents of the Federal Government.

3. Nothing contained herein will imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 4. Data developed by Advertising Company or COR and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that Advertising Company or COR identifies that data in writing at the time of delivery of the Contract work.
 5. Unless FTA determines otherwise, Advertising Company must include these requirements in each subcontract for experimental developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- E. Unless the Federal Government later makes a contrary determination in writing, irrespective of Advertising Company's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Advertising Company and COR agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- F. Advertising Company must include the provisions of this Section in any subcontracts for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the FTA.

16. Transit Employee Protection

INTENTIONALLY OMITTED

17. Fly America

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

18. Compliance with Environmental Standards (Contracts Over \$100,000)

- A. Advertising Company must comply with the provisions of the Clear Air Act, as amended, 42 U.S.C. § 7401 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.* ; and all applicable regulations, standards, orders or requirements issued pursuant to these Federal statutes.
- B. Advertising Company must report each violation to COR and understands that COR will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- C. Advertising Company also must include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance by FTA.

19. Debarred Bidders (Over \$100,000)

Advertising Company, including any of its officers or holders of a controller interest, and subcontractors are obligated to inform COR whether or not they are or have been debarred, suspended, or otherwise declared ineligible for aware of federally funded contracts and pursuant to Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. §6106 note and U.S. DOT regulations 49 C.F.R. Part 29. Should Advertising Company or a subcontractor be included on the list of determined ineligible during the performance of this Contract, Advertising Company must so inform COR.

20. Lobbying Restrictions (Contracts over \$100,000)

Advertising Company may not use any funds under this Contract to support activities designed to influence Congress or a State Legislature on legislation or appropriations and must comply with the provisions of the U.S. DOTs' regulations, "New Restrictions on Lobbying" at 49 C.F.R. Part 20, as modified by 31 U.S.C. §1352. Advertising Company must ensure that each subcontractor performing work pursuant to terms of this Contract complies with the lobbying restrictions contained in the provisions cited herein above. Nothing in this Article will be construed to prohibit Advertising Company from lobbying Congress or a State Legislature with the intent to influence a decision on a federal or state action affecting COR using non federal funds, Advertising Company must complete the attached Disclosure of Lobbying Activities form and submit it to COR.

21. Intelligent Transportation Systems

INTENTIONALLY OMITTED.

22. Electronic and Information Technology

If this Contract is for the design, procurement or installation of electronic and information technology, Advertising Company must comply with the applicable accessibility standards set out in Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794d and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards) set out at 36 C.F.R. Part 1194.

23. Protection of Sensitive Security Information

To the extent applicable, the Advertising Company must comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing Department of Homeland Security, Transportation Security Administration regulations, "Protections of Sensitive Security Information," 49 C.F.R. Part 1520. Sensitive Security Information (hereafter "SSI") has the meaning set forth in 49 C.F.R. Part 15 and 49 C.F.R. Part 1520. If Advertising Company prepares, reviews, develops, handles or obtains SSI pertaining to COR operations or any COR function, Advertising Company must comply with provisions of 49 C.F.R. Parts 15 and 1520, as applicable, with respect to such SSI, including but not limited to the restrictions on disclosure set forth in 49 C.F.R. Section 15.9 and 49 C.F.R. Section 1520.9.

24. Seat Belts

Pursuant to Executive Order No. 13043, "Increasing Seat belt Use in the United States," 23 U.S.C. Section 402 note, Advertising Company is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally-operated vehicles.

25. Policies for All Tiers

Advertising Company will include the following Sections of the FTA Grant Contract Provisions as set out herein in all subcontracts of every tier:

1. Federal Grant Conditions
2. Non-Liability of Federal Government
3. False Statements
4. Allowable Costs
5. Audit and Inspection
6. Disadvantaged Business Enterprise
7. Nondiscrimination/Title VI Compliance
8. Equal Employment Opportunity
9. Access Requirements for Persons with Disabilities
10. Discriminatory Specifications
11. Energy Conservation
12. Air Pollution
13. Patent Rights
14. Rights in Data and Copyrights
15. Transit Employee Protection
16. Fly America
17. Intelligent Transportation Systems
18. Electronic and Information Technology
19. Protection of Sensitive Security Information
20. Seat Belts

26. Policies for Selected Contracts

Advertising Company will also include the following Sections of the FTA Grant Contract Provisions as set out herein all subcontracts of every tier exceeding \$100,000:

18. Compliance with Environmental Standards
19. Debarred Bidders
20. Lobbying Restrictions

IV. Special Conditions

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Attachment 1 – Insurance Requirements

Attachment 2 – Performance Bond

Attachment 3 – Advertising Policy

Attachment 4 – City of Roseville Terms and Conditions for Bid

Attachment 5 – City of Roseville Terms and Conditions for Purchase

Attachment 6 – City of Roseville Terms and Conditions for a Service Agreement

IV. Special Conditions

SC-1 Advertising Program Schedule

The advertising program development schedule for the Transit Advertising Services is as follows:

August 15, 2011	Release RFP
Afternoon of August 24, 2011	Pre-Proposal Meeting
September 16, 2011 at 5 p.m.	Deadline for Receipt of Proposals
Week of September 25, 2011	Oral Presentations*
November 2, 2011	Award Contract
November 1, 2014	Advertising Program Completion

* City of Roseville staff may elect not to have oral presentations.

SC-2 Insurance Requirements

Advertising Company, at Advertising Company's sole cost and expense during the term of this Contract and any renewal thereof, must obtain and maintain at least all of the insurance coverage set out in Attachment 1 of this Section IV and must submit satisfactory evidence to the City of Roseville ("COR") of its insurance coverage as provided in that Attachment. Advertising Company's insurance policy must be issued by an insurer with an A.M. Best Company rating of at least A and the insurer must be admitted to do business in the State of California.

SC-3 DBE Requirements

No DBE goals have been established for this advertising program.

SC-4 Performance Bond

Advertising Company, at its own expense, must deliver to the COR a performance bond that must be in effect for the duration of the Contract and payable in the amount of 100% of the total amount listed as the minimum annual guarantee, Item 10, on the Bus Pricing Proposal form or the Transit Shelter Pricing Proposal Form or the Bus and Transit Shelter Pricing Proposal form, whichever bid is the basis of COR's award. The bond must be executed by a surety company authorized to transact business in the State of California and rated as either A.M. Best AIV or Standard and Poors of A or better. This bond must be in the form approved by COR as provided in Attachment 2. The bond must be conditioned upon the prompt payment of the amounts owed to COR, performance of all terms and conditions under this Contract, and payment of amounts owed to employees and subcontractors.

In lieu of a performance bond, Advertising Company may provide a Letter of Credit as set form in SC-5.

SC-5 Quality Control Program General Requirements

SC-5.1 Definitions

Quality Control

For purposes of this contract, Quality Control (QC) is understood as the techniques and the activities, inspections or other actions that sustain a quality product control and measure the performance characteristics of a material, product, process, fabrication or construction against specific criteria. QC refers to the act of taking measurements, testing, and inspecting a process or product to ensure that it meets contract requirements. QC also refers to the process of documenting such actions.

SC-5.2 Advertising Company's Quality Control Program

The Advertising Company is responsible for controlling the quality of work performed by the Advertising Company's sub-advertising companies and suppliers. All costs in connection with this section herein will be considered to be included with the related item of work in the contract proposal, or incidental to the work.

The Advertising Company must implement a Quality Control Program (QCP) that will emphasize an early proactive approach, which will directly improve the chances that Quality Control actions will result in a product that meets contract requirements. The Advertising Company's QCP must be in accordance with this section to manage, control, document and verify that work complies with the requirements of the Contract Documents. The Advertising Company must implement the QCP by providing the personnel necessary to assure a high standard of quality for materials, equipment and workmanship covering both on-site and off-site work by the Advertising Company, its sub-advertising companies, suppliers, technical laboratories and consultants.

Whenever there is a choice in types of materials or in application, fabrications or installation methods, preparation of surfaces, or process control that will affect the overall outcome of the quality of the product, the premium grades and the best and highest level of quality and practices will be used for all work in this contract.

SC-5.3 Product Identification and Traceability

Measures must be established and maintained for identifying and controlling items to prevent the use of incorrect or defective items and ensure that only correct and acceptable items are used or installed.

Physical identification and control must be used to the extent possible. Where physical identification is impractical, other appropriate means, such as physical separation of items must be used. Procedural control (record traceability), or other means may be employed. Items, which fail to possess identification, or items that record traceability has been lost, or items that do not conform to requirements, must be segregated and removed to prevent use or installation.

Identification must be provided by such means as the following:

- Item description and/or unique number
- Serial number, heat number and grade
- Supplier name and lot identification

SC-5.4 Process Control

To ensure accuracy and consistency in production processes, Process Control Documents (Travelers) must be documented and followed by work personnel. Provisions must be made for controlling of special fabrication that limit the Advertising Company to prescriptive procedures.

The Advertising Company must assure that the work is performed in accordance with the applicable codes, standards, specifications or other special contractual requirements using qualified personnel and/or equipment.

SC-5.5 Inspection and Testing

The Advertising Company is responsible for ensuring all work meets contract specifications and plans before submitting work for inspection or testing to any COR personnel or representatives. The Advertising Company's quality representative is responsible for signing inspection and test verification records, i.e. test data sheets and inspection reports.

All inspections and tests must be completely documented in clear and concise format and maintained as quality records. Documented evidence of detailed inspections performed and the individual responsible for performing inspections is required. Identify drawing and specification numbers as appropriate.

COR reserves the right to sample and test any materials at any time. COR may use any test as seems necessary to determine the quality of work. The Advertising Company and its sub-advertising companies must make all work available to COR or its designee at all times.

Surveillance, source inspections and/or audits by COR or its designee does not take the place of the Advertising Company's quality programs or assume any responsibility for such programs or the quality of the work.

The QCM is responsible for coordinating all inspection, sampling and testing activities with the appropriate personnel, laboratories, and COR. The QCM must provide COR with a 48 hour written notification of Advertising Company inspection, sampling or testing activities that are off-site.

Personnel who perform inspections and tests are not responsible for performing fabrication or construction activities. All inspection and testing personnel must be qualified and certified per industry standards for inspection and tests performed and must report to the QCM and not to manufacturing/construction project management or personnel that were responsible to process the work. The Advertising Company must maintain detailed inspection testing procedures for all work. The Advertising Company's inspection and testing procedures include test requirements, acceptance criteria and test conditions. Procedures should at a minimum:

- Identify the characteristics to be inspected, examined, and tested at each activity point.
- Specify inspection and test procedures and acceptance criteria to be used.
- Include inspection checklists.
- Prepare a narrative for each test specified in the contract documents, describing the test set-up, equipment and instrumentation that will be used, and test sequencing.
- Identify who is responsible for what, how, when, and where all steps are to be performed; what materials, equipment, and documentation are to be used, and how it is controlled.

Inspections and Tests Performed

Within five (5) calendar days after completion of inspection and testing performed by or for the Advertising Company, submit test reports to COR. If tests have failing results the Advertising Company must clearly identify all failing data and provide a remediation or retest plan within ten (10) calendar days. All test reports must include the following:

- Name of organizations and personnel performing test, including dates.
- Environmental conditions.
- Actual test results compared to contractual requirements.
- Identify if pass or fail.
- Equipment calibration certificates.

Testing

Testing laboratories and/or personnel must provide inspection and testing services in accordance with standard practices as identified in the Project Technical Specifications. Certification must be obtained for all test methods to be performed by the testing laboratory per industry standards. The Testing Laboratory must have AASHTO accreditation, Cal Trans Certification, or provide certified documentation that it complies with ASTM E329 and E549. The Testing Laboratory personnel must be qualified and certified, as applicable.

All paint adhesion testing must be in accordance to ASTM D3359 at grade 4B, unless otherwise identified in the contract documents.

SC-5.6 Measuring and Testing Equipment

The Advertising Company is responsible to control, calibrate, and maintain inspection, measuring, and test equipment that is used off-site.

Control sheets and logs must be implemented to assure tools and inspection equipment is calibrated. Calibrations and adjustments must be performed at prescribed intervals. Calibration standards must be traceable to the National Institute of Standards and Technology (NIST), or authorized equivalent. Calibration status must be labeled on the controlled item and recorded to assure adherence to calibration schedules. Calibration labels must identify the date of current calibration, who performed the calibration, and when the next calibration is due. A calibration log must be maintained and all calibrations certificates must be maintained in an orderly manner. The inspection and test equipment must have a sufficient accuracy ratio for the measurement being made and the tolerance of the inspected or tested item.

SC-5.7 Inspection and Test Status

The Advertising Company is responsible to identify the inspection and test status of products and items of work. Identify the completion status or items of work by inspection of work in accordance with the contract requirements.

The Advertising Company is responsible to identify the inspection and test status of a product to assure that it has been accepted before it is used or installed.

Inspection or test status must provide identification to indicate the conformance or non-conformance with regard to inspection or test criteria.

SC-5.8 Non-Conformances

The Advertising Company is responsible for controlling and correcting non-confirming items or service including provisions for re-inspecting and re-testing repaired and reworked items. It is the Advertising Company's responsibility to promptly identify and segregate items detrimental to quality to prevent inadvertent use.

The Advertising Company must investigate the cause of non-conformance and take appropriate corrective actions to prevent recurrence. The identification, care and corrective action planned and taken must be documented on a non-conformance report.

Personnel performing evaluations to determine conformance must have demonstrated competence in specific area of interest and have an adequate understanding of the requirements, and have access to pertinent background information. Certification of competency must be supplied to COR upon request.

Upon inspection by COR or its designee, if work is found to be nonconforming to contract documents and requirements a Non Conformance Report (NCR) will be issued. The Advertising Company and its sub-advertising companies must correct all non-conformances initiated by COR personnel or designee within the time limit prescribed for correction.

The Advertising Company and its sub-advertising companies must correct all non-conformances initiated by the Advertising Company, COR or its representatives within the time limit prescribed for correction. Nonconforming work is considered as deficient or not acceptable per contract requirements.

All repair procedures must adhere to the requirements of the original inspection and test criteria.

SC-5.9 Corrective Action

The Advertising Company is responsible for implementing corrective measures designated to eliminate actual or potential nonconforming products. These methods must define how corrective actions will be remedied to prevent future problems in fabrication and construction. A Corrective Action Request (CAR) will be issued if work is found to be deficient upon an audit or inspection by COR, or its designee, in accordance with the requirements as set out in the Contract Documents. The Advertising Company and its sub-advertising companies must correct all CARs initiated by COR personnel or its designee within the time limit prescribed for correction.

SC-5.10 Handling, Storage, Packaging, Preservation and Delivery

Receipt of Materials

Inspections must be performed to identify if materials and products meet contract requirements and are not damaged. Random sampling plans must be developed.

Upon receipt, purchase documents must be reviewed and logs must be maintained as follows:

- Identification by serial number or lot number
- Date received
- Quantity
- Verification of receipt of supporting documentation, such as a Certificate of Material Test Report or a Certificate of Compliance
- Quality control acceptance sign-off

Storage of Materials

The Advertising Company is responsible for storage and handling of all materials and products, which includes the following:

- Protection from damage, deterioration, and loss

- Protection from the adverse effects of the environment for the length of the contract regardless of any delays in schedule
- Inspection and maintenance during storage location
- Utilization of special storage and handling facilities, as required
- All materials must be kept on dunnage and protective covers must be kept on materials as applicable.

SC-6 Advertising Policy

The COR's Transit Advertising Policy is set forth in full in Attachment 4, which is attached and incorporated herein by this reference.

SC-7 Schedule of Rates and Charges

- A. Within 30 days after the effective date of this Contract, and thereafter 30 days before the beginning of each Contract year, Advertising Company must submit to COR for its approval a proposed schedule of rates and charges for all advertising charges related to exterior vehicle and transit shelter space made available under this Contract. Each schedule must show: all rates and charges for each category of advertising, all time and quantity of purchase discounts; all fees and direct costs for labor and materials for installation, maintenance, removal and special handling to be billed to advertisers; and terms, conditions and manner of payment by advertisers. Advertising Company must state the criteria for each category of advertiser set forth in its schedule.
- B. Advertising Company must submit to COR in writing at least 30 days prior to the effective date any changes proposed by Advertising Company to its advertising categories and/or its rates and charges. Such changes are subject to COR's approval.
- C. Advertising Company must inform COR in writing if it offers prospective advertisers "sales," "specials" or other deviations from the approved schedule of rates and charges. COR reserves the right to require prior approval of such deviations. Advertising Company may not deviate from the approved schedule of rates and charges on the basis of the following:
 1. Whether the advertiser has or has not used any advertising agency.
 2. Whether the advertiser has or has not used a particular advertising agency.
 3. Whether the advertiser has agreed to pay Advertising Company or any affiliate thereof to provide any services related to the production of an advertisement.
 4. Whether the advertiser has agreed to pay the Advertising Company or any affiliate thereof for special posting services.

SC-8 Advertising Contracts and Collections

- A. Every transaction between the Advertising Company and an advertiser or advertising agency for the display of advertising on COR vehicles must be contained in a written contract, signed by the advertiser or the party to be charged, which contract must include all material terms of the transaction, including but not limited to the fees, charges, time and quantity of signs and any commissions or discounts. If a single advertising contract includes placement of advertising on the facilities (buses, print materials, or transit shelters) of other transit agencies as well as COR's, the contract must clearly delineate the material terms of the transaction as to each agency's facilities.

- B. Advertising Company must keep a separate copy of each signed advertising contract, renewal contract and change order and provide copies of those contracts or change orders to COT upon signing, if requested by COR.
- C. Advertising Company must produce all contracts and associated forms necessary to perform. Advertising Company must provide for COR's approval a copy of the advertising contract form it intends to use, which contract must contain provisions substantially identical to the following:
 - 1. Advertiser acknowledges and agrees that City of Roseville (COR) is not a party to the advertising contract and the Advertiser is not entitled to any rights, benefits or remedies from COR as a result of entering into this advertising contract. The Advertiser agrees that the advertising contract may be terminated by Advertising Company at the direction of COR without Advertiser's consent. The Advertiser further agrees to hold harmless, defend and indemnify Advertising Company, COR and their respective officers, employees and agents, against any and all claims, actions, lawsuits or liability of any kind whatsoever, including attorney's fees and costs, which the Advertiser, or any third party, has or may have, arising out of, in connection with or related to the advertising that is the subject of this contract. The parties hereto agree that COR and its officer, employees and agents are deemed to be third-party beneficiaries of the contract with all rights necessary to enforce this section against Advertiser.
 - 2. Advertiser agrees to permit COR to photograph any advertising that is the subject of the contract.
- D. No advertising contract may extend for more than 12 months unless approved in writing by COR and all advertising contracts must include a provision authorizing Advertising Company to terminate the contract for its convenience (without cause) upon 30 days advance written notice.
- E. Advertising Company must perform all billings and collections connected with Advertising Company's advertising contracts. Advertising Company must maintain complete and accurate accounts of all billings and other pertinent matters related to each advertiser contract.

SC-9 Reports

- A. Monthly Reports: On or before the 20th of each month, Advertising Company must submit to COR a statement of gross billings for advertising for the preceding month. Each statement must be in the form prescribed by COR and must be certified by Advertising Company's chief financial officer or other duly authorized officer, having principal charge of its books, records and data, including but not limited to:
 - 1. An account level summary of all contracts and their terms entered into by Advertising Company for advertising, including commercial-national, commercial-regional/local, public service announcements, terms, must include billing period, billing order date, posting dates, quantity, advertising display size, rate per posting, gross billings, agency commissions and net billings, to which the 51% (Percentage Guarantee) is applied, resulting in the amount paid to COR.
 - 2. A monthly revenue cap report summarizing the number of each type of advertising display size placed and the amount of billings derived from each

type of advertising display.

3. A monthly calculation of the advertising capacity (number of display spaces times the current rate card for each display size).
 4. An account level summary of advertising provided for public service announcements and the rate card of the advertising).
- B. Annual Reports: Advertising Company must submit to COR an annual report, in the form and with details prescribed by COR, 30 days after the expiration of each contract year, including but not limited to:
1. A statement, certified by a Certified Public Accountant or party approved in writing by COR, specifying the gross billings, agency commissions and net billings by classifications.
 2. An account level summary of sales booked at current rates prior to the effective date of the new rate card.
 3. An annual revenue recap report summarizing the number of each type of advertising display size placed and the amount of billings derived from each type of advertising display.
 4. An annual calculation of the advertising capacity (display space times the current rate card). The monthly and annual reports described above must be submitted electronically to COR in a format approved by COR. Advertising Company must also provide COR reports on pertinent subjects, as requested.
- C. Viruses: Advertising Company warrants that the reports provided in electronic form on CDs, DVDs, e-mail, or other media delivered to COR to be free from intentional viruses or other intentional programming defects.

SC-10 Taxes and Fees

Advertising Company is liable for all taxes, fees and costs as may be required by federal, state and local laws and regulations for the conduct of business by Advertising Company and its subcontractors, including but not limited to any leasehold possessory interest taxes.

SC-11 Hazardous Chemical Communication

Advertising Company must submit with its proposal a Material Safety Data Sheet (MSDS) for all products or material to be used in the performance of this Contract that contain any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites. Advertising Company must include the following information in to MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually diluted, the dilution rate must be so stated in the MSDS and the hazards and corresponding personal protection, etc. also must be listed.
- C. A statement as to the intended use of the product.

SC-12 Industrial and Hazardous Waste

Advertising Company must comply with any and all federal, state, local or other governmental environmental, health or safety related laws, regulations, standards, decisions of the courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future, which, due to the presence of potential presence of hazardous material(s) and wastes, are or become applicable to the installation or removal of the advertising displays. Environmental laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Recovery Act (42 USCA 9601 et seq.), the Resource Conservation and Recovery Act (42 USCA 6901 et seq.), the California Hazardous Waste Control Laws (California Health and Safety Code Sections 25100 et seq.) and the California Porter Cologne Act (California Water Code 13000 et seq.).

SC-13 Prohibition on Asbestos-Containing Products

Asbestos-containing products may not be provided to COR under this Contract, unless no practicable alternative for the asbestos-containing products exists and Advertising Company obtains the written consent of COR. Advertising Company must notify COR in writing at least 60 days before it plans to supply COR with an asbestos-containing product. COR will respond to such notification within 30 days of receipt. Advertising Company must comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of California Occupational Safety and Health Act.

IV. Attachment 1

General Insurance Requirements

Proof of insurance must be provided on an original *CERTIFICATE OF INSURANCE*. This document must be signed. A stamped signature will suffice.

Types of Insurance Required of Agreements with the City: General Liability – 1M per occurrence/2M aggregate; Automobile – \$500,000 each person, \$1,000,000 each accident, \$100,000 property damage, or \$1,000,000 CSL; and Workers Compensation – Statutory.

Limits of Coverage: See Above.

****Additional Insured ****

Required on General Liability Insurance. The “City of Roseville, its officers, agents, volunteers and employees” must be specifically named as an additional insured on the policy. ***A separate endorsement (CG2010 preferred, but blanket acceptable) must accompany the Certificate of Insurance. A statement on the Certificate will not suffice.***

Certificate Holder: The Certificate Holder on the *Certificate of Insurance* is “The City of Roseville, Attn: Risk Management, 311 Vernon St., Roseville CA 95678.”

Primary Insurance: The General Liability policy must be primary insurance as to the City of Roseville. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Roseville or its insurers.

Description of Operations: This box should contain information on the project being insured. For companies doing various projects with the City an “**All California Operations**” description is adequate. Limits of coverage will be evaluated for each individual Agreement to determine sufficiency.

Cancellation Notice: The City requires a 30-day cancellation notice.

Approval Process: Proof of insurance for all insurance coverage required by the Agreement must be approved and on file with the City **before** the Agreement can be executed.

Questions: If you have questions regarding insurance requirements you may call the **Risk Management Division** at (916) 774-5202, or fax (916) 774-5461.

IV. Attachment 2

RFP – Transit Advertising

Issued by: Public Works – Alternative Transportation, City of Roseville, CA

Telephone: (916) 774-5293

Fax: (916) 746-1333

Date Issued: August 17, 2011

Proposals, subject to the Terms and Conditions of this Request for Proposals and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the **City Clerk's Office, 311 Vernon Street, Roseville, CA 95678**, until 5 p.m., Pacific Time on September 21, 2011, for services described in the accompanying Schedule. Bid bond in the amount of \$10,000 is required.

Schedule

Please submit your proposal for **Transit Advertising** for the City of Roseville in accordance with the attached specifications.

Proposals will be evaluated in accordance with evaluation factors as defined in the attached specifications to determine which proposal best meets the needs of the City.

Notes

- DIRECT ALL TECHNICAL questions regarding this RFP to Helen Dyda, Marketing Specialist II, in writing, either by letter or e-mail (see page Section 2-A for Proposal Requirements General Information).
- The company(ies) selected will be required to sign a Transit Advertising Agreement and meet insurance requirements as specified (see IV. Special Conditions Attachment 1).
- Submit an original and five copies of your proposal.
- **IMPORTANT!** The RFP name **MUST** appear on the outside of the envelope or package when submitting your proposal.

In compliance with the above, the undersigned offers and agrees to furnish any or all of the items or services enumerated on which prices are quoted at the unit price set opposite each item and deliver them at the designated point(s) within the time specified.

Proposers Must Complete the Following:

Award may be on a partial basis, or an all or none as outlined in Section II. C. of the RFP.

Name and Address of Proposer

Signature of Person Authorized to Sign Proposal

Date

Proposer to indicate status, as to: "Partnership," "Corporation," "Sole Proprietorship," Etc.

Type or Print Signer's Name, Title, Phone & Fax Numbers, and Email Address

IV. Attachment 3

Advertising Policy

Policy Pertaining to Advertising on or in Roseville Transit Vehicles, Facilities, Guides, and Maps

Background

This policy sets forth the guidelines for the placement of advertising on or in Roseville Transit vehicles, facilities, guides, and maps (hereinafter "Transit Property"). Detailed information about the materials used, sizes and specifications for advertisements, advertising timelines, quantity and timing, as well compensation to the City for advertising, will be detailed in individual contracts with Advertisers.

Section 1: Public Purpose

In adopting this policy it is the City of Roseville's declared intent and purpose to maximize revenues through commercial advertising provided that all of the following interests are preserved and furthered:

- A. Providing a safe, convenient and pleasant environment for Roseville Transit patrons, which includes maximizing Roseville Transit fare revenues by attracting and maintaining the patronage of passengers; and
- B. Protecting minors who use Roseville Transit facilities and travel on Roseville Transit's transportation system; and
- C. Avoiding any potential identification of Roseville Transit with the point of view or message of a third party advertisement.

Section 2: Public Forum

In adopting this policy it is the City of Roseville's declared intent and purpose to not permit advertising that individually or in combination would cause any real or personal property owned or controlled by the City of Roseville (hereinafter "City Property") to become a public forum for the dissemination, debate, and/or discussion of public issues.

Section 3: Authorized Advertisements and Announcements

This policy applies to third party advertising placed on or in Transit Property and does not prohibit the City of Roseville from placing advertisements and announcements related to City services, programs, or events as long as the advertisements and announcements are not otherwise prohibited under Section 4.

Only commercial advertisements will be allowed on or in Transit Property. For the purpose of this policy, a commercial advertisement is an advertisement that: (i) has as its primary purpose the promotion of a commercial transaction, such as the sale of real or personal property, services and/or entertainment, which is offered to the public generally; and (ii) is not otherwise prohibited under Section 4.

Section 4: Viewpoint Neutral Limitations

The following viewpoint-neutral content-based limitations are established. No advertisement or announcement (hereinafter referred to as "Ad") is permitted on or may be maintained on or in Transit Property if it, or information contained in it, falls within one or more of the following categories:

1. **False, misleading, or deceptive commercial speech.** The Ad proposes a commercial transaction, and the Ad, or any material contained in it, is false, misleading, or deceptive.
2. **Unlawful goods or services.** The Ad, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
3. **Unlawful conduct.** The Ad, or any material contained in it, promotes, depicts or encourages, or appears to promote, depict or encourage, unlawful, anti-social or illegal behavior or activities.
4. **Endorsement.** The Ad, or any material contained in it, implies or declares an endorsement by the City of Roseville of any service, product or point of view, without prior written authorization of the City of Roseville (through its City Manager).
5. **Obscenity.** The Ad, or any material contained in it, contains obscene matter or any other matter that is prohibited under the provisions of Chapter 7.5 (beginning with Section 311) of Title 9 of Part 1 the California Penal Code, and as such laws may be amended or supplemented.
6. **Prurient Interests.** The Ad, or any material contained in it, contains harmful matter or any other matter that is prohibited under the provisions of Chapter 7.6 (beginning with Section 313) of Title 9 of Part 1 of the California Penal Code, and as such laws may be amended or supplemented.
7. **Profanity, Vulgarity, Riot.** The Ad, or any material contained in it, is profane or vulgar, or presents a clear and present danger of causing a riot, disorder, or other imminent threat to public safety, peace or order.
8. **Community Standards.** The Ad, or any material contained in it, is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system.
9. **Libelous speech, Copyright infringement.** The Ad, or any material contained in it, holds up an individual or groups of people to public ridicule, derision or embarrassment, or is libelous, or is an infringement of a copyright, trademark or registered mark.
10. **Tobacco.** The Ad, or any material contained in it, promotes or depicts the sale or use of tobacco or tobacco-related products, except products that counteract symptoms of tobacco habituation.
11. **Alcohol.** The Ad, or any material contained in it, promotes or depicts the sale or consumption of wine, liquor, beer, or distilled spirits.
12. **Firearms.** The Ad, or any material contained in it, directly or indirectly promotes the sale or use of a firearm or contains an image or depiction of a firearm.
13. **Political Campaign Speech.** The Ad, or any material contained in it, contains political campaign speech. For purposes of these guidelines, the term "political campaign speech" is speech that: (1) supports or opposes or appears to support or oppose a ballot measure, initiative, or referendum; or (2) refers to any candidate for public office.
14. **Religion.** The Ad, or any material contained in it, advocates or opposes a religion or religious belief.
15. **Traffic Interference.** The Ad, or any material contained in it, displays any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device.
16. **Distraction.** The Ad, or any material contained in it, incorporates any rotating, revolving, or flashing devices, or any other moving parts.
17. **Violence.** The Ad, or any material contained in it, contains an image or description of graphic violence, including, but not limited to: (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement; and (2) the

depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm on a person or animal.

18. **“Adult”-oriented goods or services.** The Ad, or any material contained in it, promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated “X” or “NC-17”, video games rated “A” or “M,” adult book stores, adult video stores, nude and/or topless clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.
19. **Graffiti.** The Ad, or any material contained in it, uses images or symbols that depict or represent graffiti.
20. **Web addresses and telephone numbers.** The Ad, or any material contained in it, directs viewers to a website or telephone number that contains material that violates this Policy.
21. **Public Forum.** The Ad, or any material contained in it, if posted individually or in combination with other Ads, causes City Property to become a public forum for the dissemination, debate, and/or discussion of public issues.
22. **Disclaimer or Attribution.** The Ad fails to contain any disclaimer or attribution as required under Sections 5 and 6 of this Policy.

Section 5: Disclaimer

The City of Roseville reserves the right, in all circumstances, to require an advertisement or announcement on or in any real or personal property under the City’s control to include a disclaimer stating that it is not sponsored by, and does not necessarily reflect the views of the City of Roseville.

Section 6: Attribution

All advertisements or announcements on or in Transit Property must clearly and unambiguously identify the person or entity that has sponsored, paid for, or caused the advertisement or announcement to be placed on or in Transit Property. Website addresses or phone numbers without more information are insufficient to satisfy this section.

Section 7: Unilateral Amendment

The City of Roseville reserves the right to unilaterally amend this policy at any time upon providing written notice to any affiliated Advertiser.

Section 8: Moratorium

At the discretion of the City Manager, the City of Roseville may at any time, subject to any contractual obligations, declare a complete ban or moratorium on all advertising on or in any real or personal property under the City’s control and direct that no advertisements or announcements of any kind, other than City of Roseville advertisements or announcements, be accepted for display and posting.

Section 9: Disputes

In the event of any dispute or disagreement between the City of Roseville and an Advertiser, the dispute will be handled in the manner outlined in the applicable agreement.

V. Proposal Forms

Table of Contents

- A. Bus Advertising Pricing Proposal Form
- B. Transit Shelter Advertising Pricing Proposal Form
- C. Bus and Transit Shelter Advertising Pricing Proposal Form
- D. FTA Certification Regarding Debarment
- E. FTA Certification of Restrictions on Lobbying
- F. Interests and Gratuities Certification Form
- G. Campaign Contribution Disclosure Form

A. Bus Advertising Pricing Proposal Form

Name of Proposer: _____

	Minimum Annual Guarantee to City	Administrative Fee to City*	Bus Paint Repair Bond	Yearly Total
Year 1	\$ _____	\$ _____	\$ <u>150,000</u> _____	\$ _____
Year 2	\$ _____	\$ _____	\$ <u>150,000</u> _____	\$ _____
Year 3	\$ _____	\$ _____	\$ <u>150,000</u> _____	\$ _____
Total for Exterior Advertising: \$				_____

Signature: _____

Print Name: _____

* See section VI. A. 5.

B. Transit Shelter Advertising Pricing Proposal Form

Name of Proposer: _____

	Minimum Annual Guarantee to City	Administrative Fee to City*	Shelter Maintenance & Repair Bond	Yearly Total
Year 1	\$ _____	\$ _____	\$ _____ (\$3,500/shelter)	\$ _____
Year 2	\$ _____	\$ _____	\$ _____ (\$3,500/shelter)	\$ _____
Year 3	\$ _____	\$ _____	\$ _____ (\$3,500/shelter)	\$ _____

Total for Transit Shelter Advertising: \$ _____

Signature: _____

Print Name: _____

* See section VI. A. 5.

C. Print Material Advertising Pricing Proposal Form

Name of Proposer: _____

	Minimum Advertising Guarantee to City	Administrative Fee to City*	Yearly Total
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____

Total for Print Material Advertising: \$ _____

Signature: _____

Print Name: _____

* See section VI. A. 5.

D. Instructions for FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instruction for Certification

1. By signing and submitting its Bid or Proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, COR may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant must provide immediate written notice to COR if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact COR for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting its Bid or Proposal that, should the proposed covered transaction be entered into, it must not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by COR.
6. The prospective lower tier participant further agrees by submitting its Bid or Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each department may, but it not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing will be construed to require establishment of system records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, COR may pursue available remedies including suspension and/or debarment.

FTA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

For Contracts and Subcontracts in Excess of \$100,000

1. The prospective lower tier participant certifies, by submission of its Bid or Proposal, that neither it nor its “principals” [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant must attach an explanation to its Bid or Proposals.

E. FTA Certification of Restrictions on Lobbying

I, _____ hereby certify on behalf of
(Name and Title of Contractor)

_____ that: _____
(Company Name)

1. No Federal or State 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 State or Federal agency, a Member of the State or Congress, or an employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any State or Federal cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any State or 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 Federal agency, a Member of Congress, or an officer or employee of Congress, in connection with this contract, grant, loan or cooperative agreement, which is funded in whole or in part by Federal funds, the undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned must require that the language of this certification be included in the award documents for any subcontractor at any tier performing work under this Federal-Aid funded Contract, and that all subcontractors of any tier must certify and disclose accordingly.

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

The Advertising Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. A3801, *et seq.* apply to this certification and disclosure, if any.

Executed this _____ day of _____, 200__.

By. _____
Signature of Authorized Official

Title of Authorized Official

Disclosure of Lobbying Activities

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

1. Type of Federal Action: Contract Grant Cooperative Agreement Loan Loan Guarantee Loan Insurance	2. Status of Federal Action: Bid/Offer/Application Initial Award Post Award	3. Report Type: Initial Filing Material Change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of reporting Entity Prime Sub-awardee Tier _____, if known Congressional District, if known		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known		9. Award Amount, if known: \$ _____
10. a) Name and address of Lobbying Entity (if individual, last name, first name, MI):		11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)
11. Amount of Payment (check all that apply): \$ _____ actual payment Form of Payment (check all that apply): a. cash b. in-kind, specify: nature _____ value _____		12. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____
Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet (s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: yes no		
16. Information required 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. section 1352. This information will be reporting to the Congress semiannually 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.		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
Federal use Only:		Authorized for Local Reproduction Standard Form - LLL

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.

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.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow up 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
3. 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.
4. 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.
5. 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.
6. 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.
7. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. 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.
 - (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).
9. 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.

F. Interests and Gratuities Certification

Advertising Company, by its signature below, certifies that except as disclosed below, Advertising Company, its officers, employees and their immediate families have not offered or given a gratuity in any form including, without limitation, entertainment, favors, loans, gifts or anything greater than nominal value for any reason including person, non-business related reasons to any COR officer or employee or their immediate families within the preceding 12 months. For the purpose of this section, nominal value means anything: (1) having an aggregate value of \$35.00 or less per year; or (2) any perishable item (flowers or food) of any value except that prepared meals are subject to the \$35.00 limit. A campaign contribution is not a gratuity and is not the subject of this Certification.

Advertising Company further certifies that except as disclosed below, Advertising Company, its officers, employees and their immediate families presently have no interest nor within the preceding 12 months had any interest including, without limitation, any business or person relationship that would appear to conflict with the performance of services required to be performed under this Contract. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest.

Advertising Company

By: _____

Date: _____

G. Campaign Contribution Disclosure Form

Information Sheet

This form pertaining to campaign contributions must be completed by individuals and firms who may be awarded a license, permit, or other entitlement for use by the City of Roseville. License, permit, or other entitlement for use is defined in Government Codes Section 84308 (a)(5). Section 84308 reads as follows:

- a. The definitions set forth in this subdivision will govern the interpretation of this section.
 - 1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement use.
 - 2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - 3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local government agencies whose members are directly elected by the voters, the Legislature, the Board of Education, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - 4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - 5) "License, permit, other entitlement for use" means all business, professional, trade and land use and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - 6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- b. No officer of an agency will accept, solicit, or direct a contribution of more than \$250 from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition will apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- c. Prior to rendering any decision in a proceeding involving a license, permit or entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than \$250 from party of from any participant must disclose that fact on the record of the proceeding. No officer of an

agency will make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than \$250 within the preceding 12 months from a party of his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If any officer receives a contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other enrollment for us, he or she will be permitted to participate in the proceeding.

- d. A party to a proceeding before an agency involving a license, permit, or other entitlement for use must disclose on the record of the proceeding any contribution in an amount of more than \$250 made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding will make a contribution of more than \$250 to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- e. Nothing in this section will be construed to imply that any contribution subject to being reported under this title will not be so reported." (See also 2 Cal. Adm. Code Sections 18438.1 – 18438.8).

The Roseville's current City Councilmembers are: John Allard, Carol Garcia, Pauline Roccucci, Susan Rohan, and Tim Herman.

For more information contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, California 95814, (916) 322-5660.

Campaign Contribution Disclosure Form - City of Roseville

Party's Name: _____

Address: _____
(Street)

(City)

(State) (Zip)

(Phone)

Title of pending license, permit, or other entitlement for use (including a contract or amendment) that pertains to the Party in the manner described in Government Code Section 84308(a):

Transit Advertising RFP

Date of Roseville City Council meeting when the license, permit, or other entitlement for use (including contract or amendment) is scheduled for the Roseville City Council consideration:
November 2, 2011.

Name(s) of the Roseville City Councilmember(s) or officer(s) to whom the Party, a participant, or either's agent made campaign contributions aggregating more than \$250 within the time period specific in the Government Code Section 84308 (b) or (c):

Name of City Councilmember or Officer: _____

Name of Contributor: _____

Date(s): _____

Amount: _____

Name of City Councilmember or Officer: _____

Name of Contributor: _____

Date(s): _____

Amount: _____

(Use additional sheet if necessary.)

No contribution(s) aggregating more than \$250 were made by the Party or its agents to a Roseville City Councilmember or Officer within the time period specified in Government Code Section 84308 (b) or (c).

Date: _____

(Signature of Party and/or Party's Agent)

VI. Display Ad Requirements

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VI. Display Ad Requirements

A. Buses

The City of Roseville/Roseville Transit is soliciting proposals for advertising on its fleet of buses for a three-year pilot program.

The Contract will provide the Proposer with the exclusive right to place advertising on the exterior of Roseville's 36 buses (Local and Commuter).^{*} The Proposer must use its best efforts to sell all available advertising space to generate the highest advertising revenues possible.

Bus advertising will involve the placement, administration and management by Advertising Company of advertisements and public service announcements on the exterior of 36 COR buses.

The City will not be obligated to make more than 36 buses available to Advertising Company; however, if the City nonetheless does make more than 36 buses available, the minimum guarantee amount will be adjusted in the manner set out in Section D.2.

City of Roseville/Roseville Transit Current Bus Fleet Summary

Vehicle Quantity	Series Numbers	Make	Model	Year	Width	Length	Height
2	01-376, 01-377	Gillig	Phantom	2001	96"	30'	
2	01-400, 01-401	Gillig	Phantom	2001	96"	30'	
4	03-475, 03-477, 03-478, 03-479	Orion	V	2003	102"	30'	
4	00-461, 00-462, 00-464, 00-465	Gillig	Phantom	2000	102"	40'	116"
7	09-408, 09-409, 09-410, 09-411, 09-412, 09-497, 09-498	Gillig	BRT	2009	102"	41'	125"
6	09-414, 09-415, 09-416, 09-417, 09-418, 09-419	Gillig	LF	2009	102"	29'	115"
2	03-308, 03-310	El Dorado	Cutaway	2003		23' (estimated)	
8	08-444, 08-445, 08-446, 08-447, 08-466, 08-467, 08-468, 08-469	El Dorado	Aerolite	2008		21' (estimated)	
3	TBD	Future Arboc		2011			

Please note: The City will pull buses from service as it needs to complete the bus rehabilitation and painting project.

- Local Service (29' and 30' buses)

New bus scheme (Currently 6 buses):



Old bus scheme – These are gradually being re-painted to the new bus scheme:



- Commuter Service (40' and 45' buses)

New bus scheme (Currently 7 buses):





Old bus scheme – These are gradually being re-painted to the new bus scheme:



- Dial-A-Ride (21' & 23' buses)

New bus scheme:





Old bus scheme – These are gradually being re-painted to the new bus scheme:



1. Advertising Dimensions, Maintenance and Removal

No exterior advertising frames will be placed on City buses, with the exception of the existing metal panels on the bike racks on the front of the new blue (Local) and new orange (Commuter) buses.

At the top of the buses fueled with compressed natural gas (CNG), there is a CNG tank cover that is visible from the sides of the bus. The City retains the right to place logos of

equipment and fuel companies, Roseville Transit logos, and other informative materials/statements regarding the fuels used to power these buses along the sides of the buses above the windows. The City also reserves the right to place such logos and informative materials/statements above the rear ventilation panel of non-diesel fueled buses that are not used for advertisements.

CNG buses have multiple directional turn signals located in the middle of each side of the bus that are approximately six inches by seven inches in size. This signal light must not be covered by the advertising film.

Advertising Company may place either king-size ads or a partial wrap along each side of a bus. Cumulatively, up to 25% of the bus window areas may be covered by ads. No driver's or front windows may be covered.

2. Exterior Advertising Material

All advertising media must be affixed using either short-term removable material or one way window graphics film (material), subject to the following provisions:

(a) In the application and replacement of advertising material, the material must be cut around doors, windows, buttons and other exterior protruding components, excluding the rubrail. The advertising material must be cut and applied tightly around the rubrail to avoid inadvertent damage due to the high pressure bus washing system.

(b) Advertising material may not be placed on a bus's exterior as follows:

1. Over the front, including the operator's window (with the exception of designated ad space on select bike racks);
2. Over the roof of the bus;
3. Cumulatively no more than 25% of the bus window areas may be covered by ads. Material covering windows must be perforated to allow for passengers to see out of the bus;
4. Over the passenger's door;
5. Over the white chevron element;
6. Over air/exhaust vents(s) along the sides of the bus. Air/exhaust vents at the front and rear of the bus may be covered if the material is cut so air can pass freely through the vents;
7. Along the rear of the bus above the ventilation panel hinge line;
8. Over compartment access doors unless the material is slit to allow opening of such doors;
9. Over side marker lights and directional turn signals;
10. Over the rear bumper, license plate bus numbers, disability logos, CNG logo, and Roseville Transit logos unless new decals, which are of a design approved by the City's Alternative Transportation Division Manager, or his or her designee, and of a size that meets minimum Vehicle Code, are placed over the advertising material. Replacement decals for bus numbers must be a reflective material; and
11. Over informational or directional graphics and any other portion of a bus in a manner that interferes in the City's sole determination, with the safe operation of the bus.

(c) Supertails – Wrapped tail advertisements (Supertails) must also meet the following provisions on the tail end of the bus.

1. White reflective material must be placed in the flat, recessed area surrounding the stop & tail lights, and turn signals.
2. A minimum of 30% of the advertisement must be reflective.

3. Background of the ad on the lower portion of the bus near the taillights must be a contrasting color and must not be red.
4. All required language will be provided in accordance with the requirements of the California Highway Patrol and Motor Vehicle Code (e.g. "Bus Stops at All Railroad Crossings")

Ads must not be placed on the bus at any location where the coloration may lessen the visibility of stop/turn lights on the tail and turn indicators along the side of the bus.

3. Application and Maintenance of Exterior Advertising Material

No more than 2 layers of advertisements may be applied to any one vehicle (i.e., the previous vinyl must be removed before the application of a new vinyl). Flame guns, razor blades and other sharp objects must not be used to remove advertising material.

Advertisements must be replaced by Advertising Company as often as required to maintain a clean, neat appearance free from wrinkles, blisters or defects. Each advertisement and any underlying material must be completely removed no later than 12 months from the date of installation, provided that Advertising Company has 7 days after the expiration of the 12 month period to remove the advertisement. The term will be measured as of the date of the first application of the advertisement on each bus. After complete removal of the old advertisement, the same or a new advertisement may be reapplied to the bus using new advertising material.

Advertising Company must notify the City's garage and transit contractor in writing, either electronically or by facsimile at least 24 hours prior to installation, maintenance or removal of advertising material to be performed on the same or the following day. The notice must specify the vehicles by car number that are to be made available to Advertising Company. The City, in its sole discretion, may limit the number of vehicles to be made available to Advertising Company based on the City's operational and maintenance requirements.

Advertising Company must designate a lead installer who will be present and be responsible for overseeing the installation, maintenance and removal work. The lead installer must ensure that the application, maintenance and/or removal work is performed in compliance with the Contract provisions.

Each installer and the lead installer must report in person to the on duty Garage Supervisor before performing any work on City vehicles. Installers must comply with all reasonable City rules and procedures applicable to performing work within the City's Bus Maintenance Facility, copies of which will be supplied to Advertising Company. In the event a City vehicle is damaged during the performance of work, the installer must immediately report such damage to the on duty Bus Maintenance Supervisor. The installers must remove all trash and debris from the City's Bus Maintenance Facility and report in person to the on duty Bus Maintenance Supervisor upon completion of the work for that day.

If the City's Bus maintenance Supervisor witnesses an installer's use of flame guns, razor blades or other sharp objects on City buses, or other violations of the foregoing procedures or any other Contract provisions, the City's Bus Maintenance Supervisor may issue a written stop work order specifying the nature of the violation. A copy of the stop work order will be sent to Advertising Company. Upon issuance of a stop work order, installers must immediately stop work and remove all materials, tools, trash and debris from the jobsite. Installers may not regain access to City vehicles until after the lead installer and the City's Bus Maintenance Supervisor meet to address the violation, including, without limitation, why the violation occurred and the appropriate means, if any,

to prevent reoccurrence of such violations in the future. The City will have the right to require removal of Advertising Company's personnel, including employees of Advertising Company's subcontractor, from performing any further work during the remaining term of the Contract in accordance with the City General Contract Provision entitled "Personnel."

Any portion of the advertising material that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, must be removed by Advertising Company, at no cost to the City, within 5 working days after the date of the City's written notice sent either by mail or facsimile. If the deficiencies are not corrected within 5 working days from the date of the City's written notice, the City may remove the material and bill Advertising Company accordingly for labor. Advertising Company will be charged 250% of the standard hourly wage for a City bus mechanic. Advertising Company must remit payment to the City within 30 days of issuance of a City invoice. If Advertising Company fails to timely submit payment, the City will have the right to cancel the Contract for breach, submit a claim against Advertising Company's payment bond, and pursue any other available legal or equitable remedies.

4. Damage to Exterior of Buses

Application of the advertising material by Advertising Company must not cause damage to the City's vehicles including, without limitation, paint, paint schemes or exterior surface. Prior to placement of any advertising under this Contract, the City and Advertising Company's designated representative will conduct a joint inspection and document any existing damage on City vehicles prior to assignment to Advertising Company.

The City's Fleet Maintenance Manager will send Advertising Company written documentation of the damage and an estimate of the costs for repair and repainting. Advertising Company will have 10 days from the date of the City's notice to submit in writing any objection to the City's assessment of Advertising Company's liability for the damage or City's cost estimate. If Advertising Company files an objection, the parties will meet in an attempt to resolve the dispute. If the parties are unable to mutually resolve the dispute, the determination of the City's Alternative Transportation Division Manager will be final subject to Advertising Company's right to appeal his/her decision as set out in Section V, Special Conditions, "Dispute Resolution." Advertising Company will be obligated to pay the City its invoice for the City's actual costs to repair and repaint its vehicles damaged by Advertising Company within 30 days from the date of the City's invoice. If Advertising Company fails to timely submit payment, the City will have the right to cancel the Contract for breach, submit a claim against Advertising Company's payment bond, and pursue any other available legal or equitable remedies.

5. Installation

Placement of advertising displays must be done at City of Roseville Corporation Yard by Advertising Company between the hours of: 6 a.m. to 6 p.m. Monday – Friday, 8 a.m. to 5 p.m. on Saturdays, and 8 a.m. to 2 p.m. on Sundays, unless another time is specified pursuant to written authorization from the City's Fleet Maintenance Manager. Notwithstanding the foregoing, no work will be performed on national and state holidays observed by the City of Roseville.

6. Storage Space

Advertising Company will be responsible for any storage space required to satisfy the terms of this Agreement. Pursuant to written authorization from the City's Alternative Transportation Division Manager, the City may provide storage space for the advertising

displays at City of Roseville Corporation Yard.

7. Public Service Announcements

Advertising Company must, at all times during the term of the contract, reserve space sufficient to meet a 10% public service announcement (PSA) percentage level on the exterior of the vehicles and in shelter kiosks for PSAs. PSA space is reserved for display ads placed by a public entity. The exterior advertising space available for PSAs will be measured based on the total amount of advertising space available to Advertising Company, on buses or transit shelters immediately prior to the receipt of a request to place a PSA. The public entity sponsoring the PSA must provide Advertising Company with all advertising displays ready for installation on the vehicle. Advertising Company must be given at least 15 calendar days' prior notice of a request for a display of a PSA. The public entity sponsoring the PSA must have the uninterrupted use of such space for 30 calendar days after installation. Advertising Company shall store and install the displays at no cost to the public entity. The labor costs for such installation are deductible from the net advertising receipts as set forth in the paragraph E.2 (Percentage Guarantee).

8. COR Use of Unsold Space

The City has the right at its sole discretion to use all unsold exterior advertising space on City buses at City's sole discretion for transit information, promotion (transit advertisements) and for trade contracts. All such space will be subject to preemption for advertisements placed by Advertising Company. The City will notify Advertising Company at least 30 calendar days prior to City use of unsold space. The City will provide Advertising Company all advertising displays ready for installation on the buses, or the City may direct Advertising Company to manufacture the ads for the City and deduct the costs of such production from the amount owed by Advertising Company. The City will have the uninterrupted use of such space for 30 calendar days after installation. Thereafter, the space will become available to Advertising Company for advertisements. Advertising Company must install the displays at no cost to the City, unless the City requires the displays to be changed more often than once every 30 days. The labor costs for ad production and un-reimbursed installation are deductible from the net advertising receipts as set forth in Section D.2 (Percentage Guarantee).

9. City Interior Transit Advertisements

The City reserves all interior bulkhead space per bus for its exclusive use. The City will manufacture, install and replace City interior transit advertisements.

B. Transit Shelters

The City of Roseville (COR) is seeking proposals for the purchase, installation, relocation, and maintenance of a maximum of thirty (30) advertising transit shelters along with a pilot program to manage the advertising on the shelters. The Advertising Company would purchase the advertising transit shelters. There are three categories of transit shelters:

- Advertising shelters the City owns and will continue to own (4 shelters)
 - City maintains shelters
 - Proposer manages advertising spots
- Non-Advertising shelters the City owns and will continue to own
 - City maintains
 - Proposer will identify, remove and relocate select shelters to other locations
- Advertising shelters the Proposer purchases, installs, and owns

- o Proposer maintains
- o Proposer manages advertising spots only
- o City determines damage and maintenance standards

The Contract will provide the Proposer with the exclusive right to place advertising in all designated "advertising" transit shelters. The Advertising Company will need to work with the COR Alternative Transportation Division to decide which existing bus shelter locations on the attached map (subject to discussion and negotiation with the chosen Advertising Company) entitled "Potential Bus Shelter Advertising Locations" (in addition to City-owned shelters) need to be turned in to advertising shelters. Designated existing shelters will be swapped out with the advertising shelters. The leftover, non-advertising shelters should be reused in residential areas of the City that need a bus shelter. The Advertising Company will be responsible for the relocation and installation of these shelters. The proposer will relocate the shelter and install it in a new location selected by the City, but the City will continue to maintain the shelter thereafter. No electrical connections are needed for these shelters. The Advertising Company will need to find a creative solution to maximize revenues for ad shelters and minimize costs.

1. Shelter Specifications

While COR has not picked out a specific style or brand of shelter, we have identified the following criteria each advertising shelter must have:

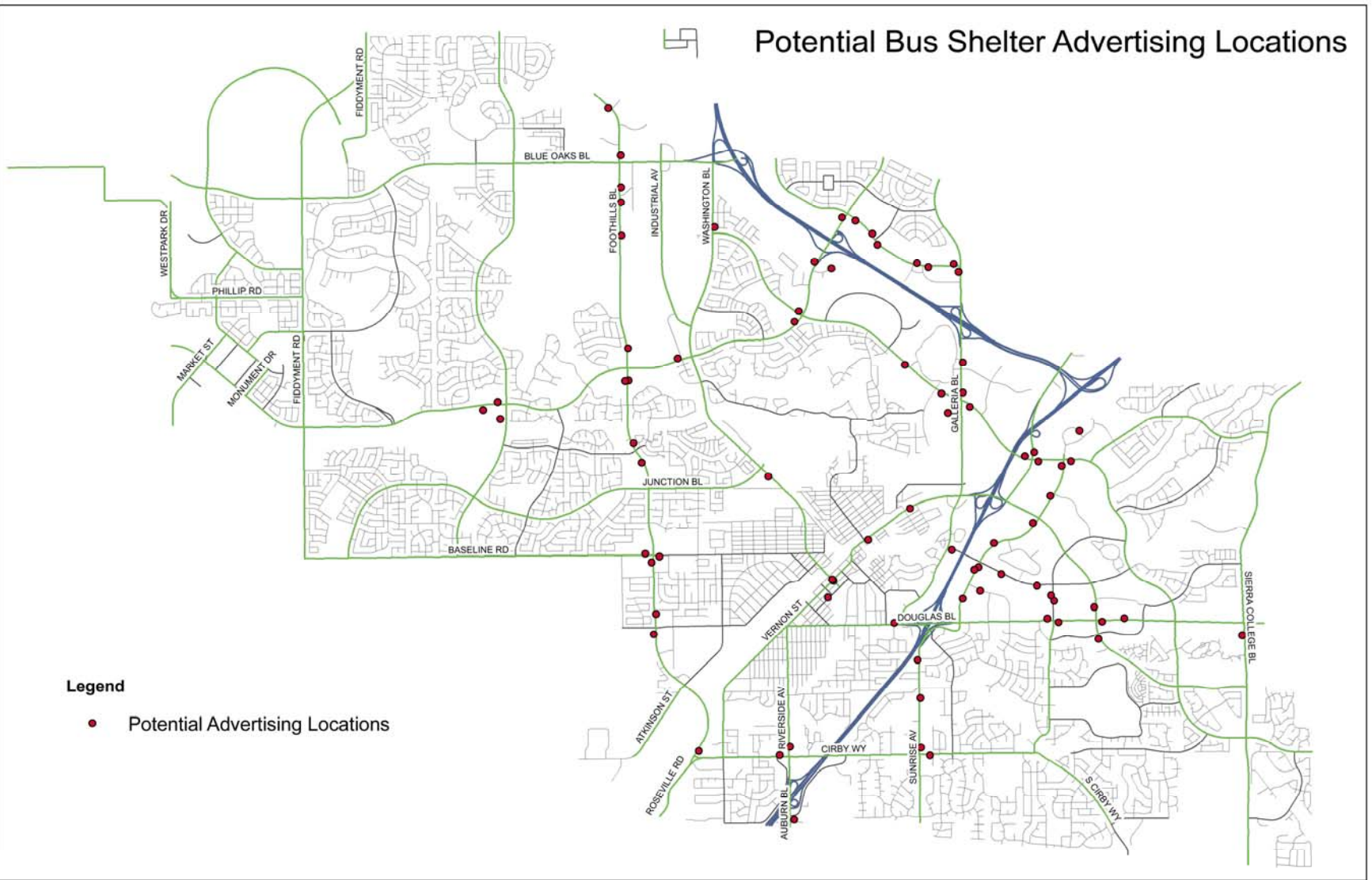
- a. ADA Compliant
- b. Illuminated advertising kiosk
- c. Map display case on inside of shelter
- d. Flat or peaked roof (curved roofs discouraged)
- e. Benches and/or seating
- f. Security lighting
- g. Shelter design must match street furniture in areas with a specific theme (i.e., Historic Roseville, Downtown Roseville, etc.)
- h. Shelter design which minimizes the likelihood of graffiti (e.g. etched glass panels)

Traditionally, transit shelters are powered by electricity. The COR Alternative Transportation Division is working with Roseville Electric to analyze the option of using solar-powered shelters. Advertising Company will work with COR Alternative Transportation Division and Roseville Electric to determine the cost-benefit to the City and its residents for solar-powered shelters. In the event that solar-powered shelters are deemed to not have a cost-benefit, electric-powered shelters will suffice.

Advertising shelters cannot be placed in, or adjacent to, residential-zoned neighborhoods, as determined by the City.

Potential Bus Shelter Advertising Locations

- Legend
- Potential Advertising Locations



2. Advertising Dimensions, Maintenance, Removal, Material and Application

Specifics concerning advertising dimensions, maintenance, removal, material, and application will be determined after choosing a style of advertising shelter. The Contract for Transit Advertising will be drafted to include these details.

3. Damage to Shelters

Application of the advertising material by Advertising Company must not cause damage to the City's transit shelters including, without limitation, paint, paint schemes or exterior surface. Prior to placement of any advertising under this Contract, the City and Advertising Company's designated representative will conduct a joint inspection and document any existing damage on City transit shelters prior to assignment to Advertising Company.

The City's Alternative Transportation Division Manager will send Advertising Company written documentation of the damage and an estimate of the costs for repair and repainting. Advertising Company will have 10 days from the date of the City's notice to submit in writing any objection to the City's assessment of Advertising Company's liability for the damage or City's cost estimate. If Advertising Company files an objection, the parties will meet in an attempt to resolve the dispute. If the parties are unable to mutually resolve the dispute, the determination of the City's Alternative Transportation Division Manager will be final subject to Advertising Company's right to appeal his/her decision as set out in Section V, Special Conditions "Dispute Resolution." Advertising Company will be obligated to pay the City its invoice for the City's actual costs to repair and repaint its transit shelters damaged by Advertising Company within 30 days from the date of the City's invoice. If Advertising Company fails to timely submit payment, the City will have the right to cancel the Contract for breach, submit a claim against Advertising Company's payment bond, and pursue any other available legal or equitable remedies.

4. Installation

Proposer will be required to place a minimum of thirty (30) advertising shelter displays. This work must be done by Advertising Company between the hours of 7 a.m. to 7 p.m., 7 days a week, within the city limits of Roseville, unless another time is specified pursuant to written authorization from the City's Alternative Transportation Division Manager. Notwithstanding the foregoing, no work will be performed on national and state holidays observed by the City of Roseville.

5. Storage Space

Advertising Company will be responsible for any storage space required to satisfy the terms of this Agreement. Pursuant to written authorization from the City's Alternative Transportation Manager, the City may provide storage space for the bus shelter advertisements at City of Roseville Corporation Yard.

C. Local and Commuter Bus Services Guides & Roseville Parks, Trails and Bikeways Map

The City of Roseville (COR) is seeking proposals for advertising in Roseville Transit's Local and Commuter Bus Services Guides, and the Roseville Parks, Trails and Bikeways Map. The Proposer must use its best efforts to sell all available advertising space to generate the highest advertising revenues possible.

These two Services Guides are published once per year. The current page dimensions are 7.25" wide by 9" high. The Local Bus Services Guide is currently 35 pages and approximately 13,000

copies are printed. The Commuter Services Guide is currently 15 pages and approximately 8,000 copies are printed. The number of pages may be increased to accommodate additional advertising. Current versions of the Services Guides can be found online by visiting www.roseville.ca.us/transit. These Services Guides are distributed at City facilities, events, on all Roseville Transit buses, and in kiosks at large employment sites.

The Parks, Trails and Bikeways Map is published once every two years. 70,000 copies are printed. The current dimensions are 19.25" wide by 10.5" high. The map is full color with two sides. It is a pocket-sized map when completely folded. The folded dimensions are 3.25" high by 3.75" wide. A current version of the map can be found online at www.roseville.ca.us/map. The Parks, Trails and Bikeways Map is mailed to households every two years along with Roseville's Recreation Guide. The map has a shelf life of two years and they are distributed at City offices, libraries, recreation facilities, events, large employment sites, and area bike shops.

The City may elect to alter the quantities of Services Guides and Parks, Trails & Bikeways Maps to meet projected customer demands.

D. Advertising Restrictions

Advertising Company must strictly comply with the City of Roseville Advertising Policy. A copy of the City's Advertising Policy is attached in Section IV: Attachment 3 of this RFP. Advertising Company hereby acknowledges and agrees that it reviewed the City's Advertising Policy before it prepared its bid to the City and that Advertising Company is not entitled to adjust its bid for any reason related to the contents of the City's Advertising Policy. The City reserves the right to amend or restate its Advertising Policy to include other matters that are not presently prohibited. If Advertising Company demonstrates that such additional prohibition materially affects the Advertising Company's revenues, the City will renegotiate the amount of the minimum annual guarantee.

If a proposed advertisement contains non-English language or words or symbols, Advertising Company must obtain an interpretation of such communication from a qualified interpreter in order to determine if the advertisement is permitted under the City's Advertising Policy. Advertising Company must exercise its best efforts to encourage advertisers to use good taste in creating their displays. Advertising Company must immediately remove any advertisement that the City directs to be removed. The cost of removing the advertisement will be at Advertising Company's sole expense if the advertisement is not permitted under the City's Advertising Policy or if it fails to materially comply with any other provision hereof.

E. Compensation

1. Sale of Advertising

Advertising Company is required to make a continuous, full time, and good faith effort to sell the greatest practicable amount of advertising to cover all of available advertising space, unless otherwise authorized by the City's Alternative Transportation Division Manager. Advertising Company must provide an experienced sales force capable of acquiring both national and local advertising accounts. Advertising Company must assure the best possible quality of design and production of advertising material.

Advertising space sold by Advertising Company, including any subsidiaries, must be sold at a rate not less than the highest rate charged to another advertiser for the same space size and for an equivalent duration. Advertising Company and its subsidiaries, must not sell more than 20% of the total aggregate space to one advertiser unless advertising space is available to meet the space requirements of all other advertisers.

2. Percentage Guarantee

For each year of the Contract, Advertising Company shall pay the City either 51% of the net advertising receipts for exterior advertising displays on City buses, or the minimum guarantee amount (plus administrative fee), whichever is greater.

The term "net advertising receipts" means all monies, remunerations, and considerations of every kind received from the sale of advertising space by Advertising Company in its operations as permitted under this Contract, less: (1) production charges (i.e., costs for design, manufacturing and shipping the ads); (2) deductions from gross sales of commissions paid to advertising agencies or sales representatives other than Advertising Company staff, if any, at a rate not exceeding 15% of gross billings; (3) the amount of any sales, use, gross receipts, occupational and similar taxes (but excluding income and property taxes) directly imposed or levied by any public agency on the sale or display of advertising under the terms of this Contract and paid by Advertising Company; (4) labor installation charges incurred pursuant to the provisions of paragraph C.1 entitled "Public Service Announcements," and (5) labor installation charges incurred pursuant to the provisions of paragraph D.2 entitled "City Use of Unsold Space."

Advertising Company must provide to City a statement each calendar quarter listing, for each advertiser, the amount of gross billings and collections during the calendar quarter, including the amount of deductions authorized as set out above, and the size and type of display ad placed by each advertiser and other information as City may reasonably request. This statement is due no later than 30 days after the end of each calendar quarter.

3. Minimum Annual Guarantee

Advertising Company must specify on the Proposal Pricing Form the amount of its minimum annual guarantee to be paid to the City for the right to place advertisements on the bus exteriors and transit shelters. The Advertising Company must propose the Minimum Advertising Guarantee plus the Fixed Administrative Fee (15% of the Annual guarantee) as its minimum annual guarantees for advertising (V. Proposal Forms: Advertising Pricing Proposal Forms), or the proposal will be deemed non-responsive.

Bus Fleet Increase – If at any time during the term of the Contract the number of buses assigned by the City to Advertising Company is more than 36, the minimum annual guarantee for such Contract year will be increased by the product obtained by multiplying the dollar amount bid per bus per year times the number of buses assigned in excess of 36. (The dollar amount bid per bus will be the annual minimum guarantee divided by 36 for the applicable year.) This adjustment will be prorated based on the number of months during the applicable year that the number of buses assigned exceeds 36.

Bus Fleet Decrease – If at any time during the term of the Contract the number of buses assigned by the City to Advertising Company is less than 36, the minimum annual guarantee for such Contract year will be reduced by the product obtained by multiplying the dollar amount bid per bus per year times the number of buses assigned less than 36. (The dollar amount bid per bus will be the annual minimum guarantee divided by 36 for the applicable year.) This adjustment will be prorated based on the number of months during the applicable year that the number of buses assigned is less than 36.

Transit Shelter Increase – If at any time during the term of the Contract the number of transit shelters assigned by the City to Advertising Company is more than 30, the minimum annual guarantee for such Contract year will be increased by the product obtained by multiplying the dollar amount bid per bus per year times the number of buses assigned in excess of 30. (The dollar amount bid per transit shelter will be the annual minimum guarantee divided by 30 for the applicable year.) This adjustment will be

prorated based on the number of months during the applicable year that the number of transit shelters assigned exceeds 30.

Transit Shelter Decrease – If at any time during the term of the Contract the number of transit shelters assigned by the City to Advertising Company is less than 4, the minimum annual guarantee for such Contract year will be reduced by the product obtained by multiplying the dollar amount bid per bus per year times the number of transit shelters assigned less than 4. (The dollar amount bid per transit shelters will be the annual minimum guarantee divided by 4 for the applicable year.) This adjustment will be prorated based on the number of months during the applicable year that the number of transit shelters assigned is less than 4.

4. Trade Contracts

Advertising Company must report to the City all “Trade Contracts” that Advertising Company may enter into during this Contract. Advertising Company will be obligated to compensate the City for such “Trade Contracts” which must be an amount equal to the value of the trade contract. In no event must the value of the Trade Contract be less than the average commercial advertising rate for Advertising Company’s City advertising contracts during the term of the Trade Contract.

5. Annual Administrative Fee

Advertising Company must pay the City, in addition to a portion of its advertising revenues as set out in Sections D.1, D.2 and D.3 above, an annual administrative fee in the following amounts for buses and shelters:

- 20% per first \$100,000 of Annual Guarantee amount
- 15% per second \$100,000 of Annual Guarantee amount
- 10% per third \$100,000 of Annual Guarantee amount
- 5% per fourth \$100,000 of Annual Guarantee amount

This amount is to be shown on the Advertising Proposal Forms (V. Proposal Forms). The fee is to cover City staff costs associated with monitoring Advertising Company’s adherence to the Contract requirements including, without limitation, application of advertising material, compliance with the advertising restrictions and public service announcements, payments, and records and reports.

6. Annual Painting Bond

Application of the advertising material by Advertising Company in accordance with the provisions hereof may nonetheless cause damage to City buses and transit shelters including, without limitation, paint, paint schemes or exterior surface. Advertising Company must pay a \$3,000 bond per Local and Dial-A-Ride bus and \$5,000 per Commuter bus (for a total of \$136,000 for all buses), in addition to a portion of its advertising revenues as set out in Sections D.2 and D.3 above, compensation to the City for the costs of repairing such paint damage. It is at the sole discretion of the City to use the bond amount to pay for repairs to the buses.