



Roseville Transit

Request for Proposal – Transit Advertising

August 2009



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

City of Roseville – Notice for Proposals

RFP – Transit Advertising

NOTICE IS HEREBY GIVEN that proposals for **Transit Advertising** will be received by the Public Works – Alternative Transportation Manager of the City of Roseville. Proposals will be accepted **only** at the Roseville **City Clerk Department, 311 Vernon Street, Roseville, California, until 5 p.m., Wednesday, September 30, 2009**. Said proposals will be evaluated and results will be made public after completion of that process. Specifications and proposal forms for the submitting of a proposal can be found in Section V: Proposal Forms, and each proposal shall be submitted only upon that form. Right is reserved to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

Date

MICHAEL WIXON
PUBLIC WORKS
ALTERNATIVE TRANSPORTATION MANAGER

RFP: Transit Advertising

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IMPORTANT!!!

The City is not responsible for misdelivered bids, and the Bidder is strictly liable for its chosen method of delivery. It is the Bidder's sole responsibility to make sure that bids arrive at the proper location. Any bid which does not actually arrive in the City Clerk's Office by the date and time of the bid opening 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 Bidder 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.

I. Introduction

The City of Roseville invites proposals and qualification statements from Advertising Companies with outstanding qualifications, experience and knowledge to provide Transit Vehicle and Shelter Advertising Services. 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 13 local routes and a peak hour employee shuttle. 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, 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 entire 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 new service to the Highway 50 corridor. The City of Roseville is also looking forward to the possibility of electronic 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 on RFP Display Ad Requirements:

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

Contact for questions on RFP contract conditions and proposal forms:

Joanna Oukrop
Buyer
City of Roseville
Central Services – Purchasing
2005 Hilltop Circle
Roseville, CA 95747
(916) 774-5745
(916) 774-5736 *Fax*
joukrop@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 Wednesday, September 30, 2009**, 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 **Tuesday, September 16, 2009**. 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
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, extraneous, colored copies and non-recyclable 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 should include:

- An identification of the firm(s) involved in the Proposal, and if a proposed firm is a joint venture, and identify 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 the insurance requirements and the sample contract.
- 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 should identify locations of all sections in the proposal.

Part I – Description of the Proposed Services

This section should include responses to all items outlined in the Display Ad Requirements. This section should contain a description of how Advertising Company intends to organize and implement the advertising program.

Part 2– Advertising Program Staffing and Experience

This part must identify key personnel who are to be assigned to 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.

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.

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 experience that is relevant to this advertising program 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) exterior bus and shelter advertising and 2) exterior bus and shelter advertising for each year of the three year term of the proposed contact on Pricing Forms provided in Section V.

To be deemed responsive, Proposers must submit price proposals for placement of advertising on buses only, placement of advertising at transit shelters only, and placement of advertising on both buses and shelters. The City of Roseville reserves the right to award a contract for placement of advertising on either buses only, transit shelters only, or advertising on both buses and shelters. The selection

will be based on the highest total price proposed over the three year term for the bus only, transit shelter only, or bus and shelter based on the existing fleet size and shelter stock, adjusted for present value as described in Section II.C.2 – Proposal Evaluation.

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, Gina Garbolino, Carol Garcia, Jim Gray and Pauline Roccucci.

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, 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 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. 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, 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 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 proposed over the three year term for the bus only, transit shelter only, or bus and transit shelter based on existing buses and transit shelters, and adjusted for present value. 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:

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 _____

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 reserves the right to waive minor irregularities in the proposal process or 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 on 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's Sample Advertising Contract is included in Section III of this RFP. 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.

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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Part 1	Sample Contract
Part 2	FTA Grant Contract Provisions
Part 3	City of Roseville Service Agreement Terms and Conditions

Section III: Part 1

Sample Agreement for Transit Advertising

A similar Transit Advertising Agreement will be provided by the City Attorney at a later date.

THIS CONTRACT is made at Roseville, California, as of _____, 20____, by and between the **CITY OF ROSEVILLE** ("COR"), a municipality, and _____ a _____ corporation ("Advertising Company"), who agree as follows:

1. Advertising Space

COR grants the Contractor an exclusive but revocable license to place advertising within all of the authorized exterior space on 30 buses and in advertising kiosks on approximately 30 transit shelters, irrespective of changes in equipment and motive power, subject to the terms, conditions, exceptions and limitations set forth in the Contract Documents. COR reserves the right to permit Advertising Company to place advertisements on additional buses or transit shelters purchased by COR during the term of this Contract, but COR is under no obligation to include such buses and transit shelters under this Contract. The person designated to give and receive COR notices and other communications under Article 8 entitled "Communications," will administer this Contract for COR.

2. License Fee

In accordance with the terms and conditions of the Contract Documents, Advertising Company must pay COR each contract year the greater of: (1) the Percentage Guarantee or (2) the Annual Guarantee amount set out below plus the annual Administrative Fee and Repair Fees. The Annual Guarantee Amount will be adjusted in the manner provided in the Contract Documents if the number of COR vehicles and shelters are subject to Advertising Company's exclusive advertising license is increased or decreased.

Contract Year	Annual Guarantee	Admin. Fee	Bus Paint Repair	Shelter Repair	Total
Year 1 (9/1/09-8/31/10)	\$38,000	\$13,000	\$25,000	\$7,500	\$83,500
Year 2 (9/1/10-8/31/11)	\$38,000	\$13,000	\$25,000	\$7,500	\$83,500
Year 3 (9/1/11-8/31/12)	\$38,000	\$13,000	\$25,000	\$7,500	\$83,500
Total	\$114,000	\$39,000	\$75,000	\$22,500	\$250,500

3. Payment of License Fees

- A. By the 20th of each month, Advertising Company must pay COR the greater of (i) 51% of its net advertising receipts (Percentage Guarantee) for advertisements displayed on COR vehicles during the previous month or (ii) one-twelfth (1/12) of the Minimum Annual Guarantee plus one-twelfth (1/12) of the annual administrative and paint fee for the applicable Contract year. If advertising Company fails to timely submit its payment to COR, COR has the right to cancel this Contract for breach and pursue any other remedies available under this Contract or at law.
- B. Within 30 days from the date of COR's invoice, Advertising Company must pay COR for its actual costs to repair damage caused by the improper application or removal of advertising of COR vehicles by Advertising Company.
- C. If thirty percent (30%) or more of COR's vehicles displaying advertisements placed by Advertising Company cease to operate during Roseville Transit peak hours in excess of seven (7) consecutive days due to strike, labor dispute, fire, flood, earthquake, military action, civil disturbance, terrorism, act of nature or other emergency condition, and as a

result of such interruption Advertising Company is required to refund any advertising receipts paid to COR under this Contract, then the Annual Guarantee will be reduced on a pro-rated basis for the period of such service interruption or reduced by the amount of any such refunds made by Advertising Company as a result of the service interruption, whichever is the lesser amount.

4. Interest Charges

Any payment that Advertising Company is required to make to COR under this Contract that is post due more than 10 calendar days will accrue interest for the benefit of COR on the amount past due at an annualized rate of 8% or more from the payment due date until the date that full payment is made to COR, and Advertising Company is obligated to pay that interest to COR when it makes its past due payment. COR's right to interest on late payments is in addition to, and not in lieu of, COR's right to cancel the Contract for breach, submit a claim against Advertising Company's performance bond, and pursue any other available legal or equitable remedy.

5. City of Roseville Requests Changes

COR may, by written order, authorize changes to the Display Ad Requirements described in this Contract. If such changes cause an increase in Advertising Company's costs or a reduction in its advertising revenues under this Contract, an equitable adjustment to the Minimum Annual Guarantee will be made by written amendment to this Contract.

6. Advertising Company Requested Changes

Advertising Company will not be compensated for work outside the Display Ad Requirements described in this Contract, unless, prior to the commencement of such services:

- A. Advertising Company notifies COR in writing that it believes a change to the Display Ad Requirements is necessary. Such notice must explain the circumstances giving rise to such a belief and must set forth a proposed course of action, including a breakdown of any proposed adjustment to the license fee resulting there from; and
- B. COR concurs that an adjustment to the Display Ad Requirements and/or the licensing fees is warranted; and
- C. The parties execute an amendment setting out the charge to the Display Ad Requirements and/or adjusting the licensing fee.

7. Term

The term of the Contract will begin on **November 18, 2009** and will terminate on **November 17, 2012**, unless sooner terminated or canceled as set forth in the Contract Documents.

8. Communications

All notices and other communications under this Contract must be in writing and must be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is to be given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt of the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

City of Roseville: Public Works – Alternative Transportation
Attn: Helen Dyda

Marketing Specialist
311 Vernon Street
Roseville, CA 95678
(916) 774-5443
(916) 746-1333 Fax
hdyda@roseville.ca.us

Advertising Company:

Name
Address
Phone
Fax
Email

9. Contract Documents

Each and every term, condition, and provision of the Contract Documents is incorporated herein by reference as though set forth in full. The Contract Documents consist of each and every one of the documents hereinafter enumerated, and any conflict or discrepancy between any of the documents must be resolved in accordance with the order of precedence hereinafter enumerated:

1. This Writing:
2. Addenda to this Request for Proposal (Exhibit 1)
3. COR's Request for Proposal for Transit Advertising, dated August 2009 (Exhibit 2) in the following order of precedence:
 - a. FTA Grant Contract Provisions (Section III, Part 2)
 - b. COR General Contract Provisions (Section III, Part 3)
 - c. Special Conditions (Section VI)
 - d. Proposal Requirements (Section II)
 - e. All remaining provisions of the Request for Proposal, exclusive of the Sample Contract in Section III, Part 1
4. Advertising Company's Insurance Certificate (Exhibit 3)
5. Advertising Company's Proposal dated and Irrevocable Letter of Credit (Exhibit 4)

10. Ambiguities

The parties have each carefully reviewed this Contract and have agreed to each term of this Contract. No ambiguity will be presumed to be construed against either party.

11. Entire Agreement

This Contract embodies the entire agreement of the parties in relation to the display ad requirements herein described, and no other understanding, whether verbal, written or otherwise, exists between the parties.

Executed as the day first above stated/

**

City of Roseville

By: _____
Name:
Title:

By: _____
W. CRAIG ROBINSON, City Manager

By: _____
Name:
Title:

By: _____
ROBERT JENSEN, Public Works Director

FID:

Approved as to Content:

By: _____
MICHAEL WIXON,
Alternative Transportation Division Manager

Approved as to Form:

By: _____
BRITA J. BAYLESS, City Attorney

Section III: Part 2

FTA Grant Contract Provisions (Services)

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22. Electronic and Information Technology
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25. Policies for All Tiers
26. Policies for Selected Tiers

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

Section III: Part 3

City of Roseville Service Agreement Terms and Conditions

1. Contractor shall hold harmless, defend and indemnify the City of Roseville and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Roseville.
2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
6. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
7. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
8. All prevailing wages and fair employment practices will be adhered to.
- 9a. Unless otherwise specified, the Contractor shall maintain the following policies of insurance in full force and effect during the term of this Agreement in the amount shown below. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverages.

Commercial General Liability Insurance (policy to be as broad as the standard ISO form)	\$1,000,000 per occur/ \$2,000,000 aggregate
Automobile Liability Insurance including owned, hired, and non-owned vehicles.	\$500,000 per person/ \$1,000,000 per accident
Worker's Compensation	Statutory

- 9b. All insurance coverages of Contractor are primary insurance as to City. City shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.

- 9c. The limits of insurance coverages specified above in no way limit the liability of Contractor for full payment and resolution of any claim resulting from Contractor's performance of services under this Agreement.
- 9d. A certificate of insurance, in a form approved by the Risk Manager, shall be provided by Contractor prior to the execution of this agreement. The certificate shall provide at least 30 days prior written notice to City of any material change or cancellation. The certificate shall include an endorsement naming the City of Roseville, its officers, agents, employees and volunteers as an Additional Insured for on-going and completed operations.
- 9e. The Worker's Compensation policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents and employees.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements.

08/30/2006

IV. Special Conditions

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IV. Special Conditions

SC-1 Advertising Program Schedule

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

August 24, 2009	Release RFP
September 16, 2009, 1:00 p.m.	Pre-Proposal Meeting
September 30, 2009, 5:00 p.m.	Deadline for Receipt of Proposals
Week of October 19, 2009	Oral Presentations*
November 18, 2009	Award Contract
November 17, 2012	Advertising Program Completion

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

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 or 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 subadvertising 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 subadvertising 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 seemed 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 pain 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 of 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 requires
- 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 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 agencies 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 this Contract. Advertising Company must provide for COR's approval a copy of the advertising contract form it intends to use in performing this Contract, 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 this 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 this 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 this 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 this 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 diskettes, CDs, DVDs 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

Performance and Bid Bonds

RFP – Transit Advertising

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

Telephone: (916) 774-5293

Fax: (916) 746-1333

Date Issued: August 24, 2009

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 **Wednesday, September 30, 2009**, for services described in the accompanying Schedule. Bid bond in the amount of **\$10,000** is required. Performance bond in the amount of **100%** of the total amount of the proposal shall be furnished by the successful proposer in accordance with Terms and Conditions. *General information and instructions are contained in the terms and conditions on the attached page.*

Schedule

Please submit your proposal for **Transit Advertising** for the City of Roseville Public Works – Transportation Division 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, in writing, either by letter or email (see page Section 2-A for Proposal Requirements General Information).
- The company selected will be required to sign a Transit Advertising Agreement (see sample at Attachment 1) and meet insurance requirements as specified (see IV. Special Conditions Attachment 1).
- Submit an original and five copies of your proposal.
- **IMPORTANT!** The attached sticker **MUST** appear on the outside of the envelope 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:

Discount terms: _____ % _____ days. Award will be on an "all or none" basis.

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

Roseville Transit Advertising Policy

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 the advertisement placed by a third party.

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: Advertising on Roseville Transit Facilities and Vehicles by Permission

Advertising placed by a third party on City Property is not authorized unless permitted in accordance with the provisions of a license agreement approved by City. Any license agreement approved by City for the placement of advertising on City Property must be consistent with the provisions of this policy. Pre-existing licensing agreements for advertising on City Property shall be amended, if necessary, in order to be consistent with this policy and to make any other changes that may equitably be required thereby.

Section 4: Authorized Advertisements and Announcements

This policy applies to advertising placed by a third party on any City 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 5.

Only commercial advertisements will be allowed to be placed by a third party on any City 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 5.

Section 5: 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 any City 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. A material that 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. **Special provisions regarding 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.
20. **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.
21. **Disclaimer or Attribution.** The Ad fails to contain any disclaimer or attribution as required under Section 6 and 7 of this Policy.

Section 6: Disclaimer

The City of Roseville reserves the right, in all circumstances, to require an advertisement or announcement on 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 7: Attribution

All advertisements or announcements on City 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 City Property. Website addresses or phone numbers without more information are insufficient to satisfy this section.

Section 8: Unilateral Amendment

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

Section 9: 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 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 10: Disputes

In the event of any dispute or disagreement between the City of Roseville and the contracted Advertising Agency, the dispute will be handled in the manner outlined in the contract.

IV. Attachment 4

City of Roseville Terms and Conditions of Invitation for Bid

Read carefully

1. General Conditions

Bidders are required to submit their proposals upon the following conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions, and all other documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City ordinances, Uniform Commercial Code of California, and other applicable state and federal statutes.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any materials, supplies, or service, except on behalf of the City as an officer or employee. This prohibition extends to the City boards and commissions other than those which are purely advisory.

2. Preparation of Bids

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown; and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the Invitation For Bids.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidders will not include federal taxes in bid prices since the City of Roseville is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. Description of supplies

Any catalog or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.

4. Submission of Bids

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Roseville. The name and address of bidder, the date and hour of the bid opening, and the material or services bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids, including bids transmitted by facsimile means, will not be considered. Bids, however, may be withdrawn by telegraphic or facsimile notice provided such notice is received prior to the time and date set for the bid opening.

- (c) Samples, when required, must be submitted within the time specified at no expense to the City of Roseville. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

5. Rejection of Bids

The City may reject a bid if:

- (a) The bidder misstates or conceals any material fact in the bid or if,
- (b) The bid does not strictly conform to law or the requirements of the bid or if,
- (c) The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (d) In the event that a bidder is or subsequently becomes delinquent in the payment of his or its City taxes, including state and local sales tax, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (e) The City may reject all bids whenever it is deemed in the best interest of the City to do so and may reject any part of a bid unless the bid has been qualified as provided in 5 (a) 3 above. The City may waive any minor informalities or irregularities in any bid.

6. Withdrawal of Bids

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

7. Late Bids or Modifications

Bids and modifications received after the time set for the bid opening will not be considered.

8. Clarification of Objection to Bid Specifications

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he may submit to the Central Services Manager on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Central Services Manager on or before five days prior to scheduled opening.

9. Discounts

Prompt payment discounts will be considered in making the award provided the discount offered is sufficient to permit payment within such period in the regular course of business.

In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to have been made on the date of mailing of the check.

10. Award of Contract

- (a) The contract will be awarded to the bidder whose bid, conforming to the Invitation For Bids, is most advantageous to the City, price and other factors considered. The City may determine price based upon the cost to the City over the expected useful life of the materials or supplies.

- (b) The City reserves the right to accept any item or group of items of this bid, unless the bidder qualifies his bid by specific limitations. Re Par. 5 (a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful bidder results in binding contract without further action by either party.
- (d) Prices must be quoted f.o.b. Roseville with all transportation charges prepaid, unless otherwise specified in the Invitation For Bids.
- (e) Delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking of tie bids.

11. Performance Bond

- (a) The successful bidder(s) shall furnish the City of Roseville with a performance bond in the amount set forth in the Invitation For bids. This bond is not to be submitted with bid but must be presented to the Purchasing Department upon notification.
- (b) The City of Roseville will not enter into a contract or issue a purchase order until the successful bidder has complied with the performance bond provisions.
- (c) The performance bond shall be in a form acceptable to the City Attorney of City.
- (d) The performance bond of the successful bidder(s) shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (e) Failure of vendor to perform any of the service required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate. In the event of such termination, the performance deposit shall be retained by the City of Roseville as liquidated damages, based upon mutual agreement and understanding between vendor and City at the times this bid is solicited, submitted, and accepted, that the City of Roseville is a government agency engaged in public projects and that the measurement of damages might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Central Services Manager and the City Manager the failure to perform the conditions of this contract is occasioned by or is the result of acts or events over which the vendor has no control, said performance bond may in whole or in part, as may be determined by the Central Services Manager and the City Manager, be returned to the vendor without action by the City Council of the City of Roseville. It is understood that such determination shall be entirely at the discretion of the Central Services Manager and the City Manager.

12. Assurance of Compliance – Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements

Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, religion, national origin, sex, age, handicap, or political belief or affiliation. In addition, bidder agrees that he/she will abide by all applicable terms and provisions of the City of Roseville's Affirmative Action Plan, including without limitation the Nondiscrimination Clause and the Small and/or Minority Business Enterprise Clause as contained in the City of Roseville's current Affirmative Action Plan, on file in the City's Personnel Department.

V. Attachment 5

City of Roseville Terms and Conditions for Purchase

Article I

The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order to the extent of specifying the nature of the materials, supplies, or services ordered, the price therefore, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

Article II – Inspection

The Materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by City at all times and places. If, prior to final acceptance, and materials, supplies or services are found to be defective or not as specified, City may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and in addition to any costs for which Seller may become liable to City under other provisions of this order, shall reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance, and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

Article III – Changes

City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of City. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

Article IV – Termination

- A. City may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. City shall pay Seller as full compensation for performance until such termination: (1) the unit or pro date order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by City, with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price.
- B. City may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make

progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the material or supplies or perform the services within the time specified or any written extension thereof. In such event, City may purchase or otherwise secure materials, supplies or services and except as otherwise provided herein, Seller shall be liable to City for any excess costs occasioned City thereby.

If, after notice of termination for default, City determines that the Seller was not in default or that the failure to perform this order is due to causes beyond control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of City, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

- C. If City determines that Seller had been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, City may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; and if such delay is due to failure of City, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.
- D. The rights and remedies of City provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- E. As used in this Article, the Word "Seller" includes Seller and his sub-suppliers at any tier.

Article V – Title

Title to the material and supplies purchased hereunder shall pass directly from Seller to City at the f.o.b. point shown, subject to the right of City to reject upon inspection.

Article VI – Payment, Extra Charges, Drafts

Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoice must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

Article VII – Warranty

Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to City by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the City.

Article VIII – Patent Indemnity

Seller shall indemnify City, its officers, agents, and employees against liability, including cost, for infringement of Letters Patent resulting from Seller's furnishing or supplying standard parts or components or utilizing its normal practices or methods in the performance of this order or to any parts, components, practices, or methods as to which Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by City of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in

the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

Article IX – Declared Valuation of Shipments

Except as otherwise provided on the face of this order, all shipments by Seller under this order for City's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

Article X – Assignment

This order is assignable by City. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of City.

Article XI – Affirmative Action

Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principles set forth in the Executive Orders 11246 and 11375, and to undertake specifically; to maintain employment policies and practices that affirmatively promote equality or opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, with outside recruiting services, and the minority community at large; to provide the City or request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with the City his policies and practices relating to his affirmative action program.

Article XII – Fair Employment Practices

If this order is for an amount of \$10,000 or more, Seller agrees to comply with the provisions of the California Fair Employment Practice Act and to include the provisions of the Act in any first tier subcontract into which Seller may enter in connection with performance pursuant to this order so that such provisions will be binding upon each subcontractor.

Article XIII – Other Applicable Laws

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

V. Proposal Forms

Table of Contents

Bus Advertising Pricing Proposal Form
Transit Shelter Advertising Pricing Proposal Form
Bus and Transit Shelter Advertising Pricing Proposal Form
FTA Certification Regarding Debarment
FTA Certification of Restrictions on Lobbying
Interests and Gratuities Certification Form
Campaign Contribution Disclosure Form

Bus Advertising Proposal Form

Name of Proposer: _____

Annual Guarantee

Exterior Advertising****

<u>Item No.</u>	<u>Description</u>	<u>Price</u>
1	Year 1* (11/18/2009 – 11/17/2010)	\$ _____
2	Year 2* (11/18/2010 – 11/17/2011)	\$ _____
3	Year 3* (11/18/2011 – 11/17/2012)	\$ _____
4	Paint and Administrative Fee** (Year 1, 2 & 3)	\$ _____
4	Total Annual Guarantee for Exterior Advertising	\$ _____

** Proposal offering less than \$38,000 per year minimum guarantee for exterior bus advertising will be rejected as non-responsive.

*** Proposals must include COR's \$39,000 Administrative Fee (\$13,000 annually) and \$75,000 Paint Repair Fee (\$25,000 annually).

Signature: _____ Print Name: _____

Transit Shelter Advertising Proposal Form

Name of Proposer: _____

Annual Guarantee

Transit Shelter Advertising****

<u>Item No.</u>	<u>Description</u>	<u>Price</u>
1	Year 1* (11/18/2009 – 11/17/2010)	\$ _____
2	Year 2* (11/18/2010 – 11/17/2011)	\$ _____
3	Year 3* (11/18/2011 – 11/17/2012)	\$ _____
4	Maintenance and Administrative Fee** (Year 1, 2 & 3)	\$ _____
4	Total Annual Guarantee for Transit Shelter Advertising	\$ _____

** Proposal offering less than \$38,000 per year minimum guarantee for transit shelter advertising will be rejected as non-responsive.

*** Proposals must include COR's \$39,000 Administrative Fee (\$13,000 annually) and \$25,500 Repair Fee (\$7,500 annually).

Signature: _____ Print Name: _____

Bus & Transit Shelter Advertising Proposal Form

Name of Proposer: _____

Annual Guarantee

Transit Shelter Advertising****

<u>Item No.</u>	<u>Description</u>	<u>Price</u>
1	Year 1* (11/18/2009 – 11/17/2010)	\$ _____
2	Year 2* (11/18/2010 – 11/17/2011)	\$ _____
3	Year 3* (11/18/2011 – 11/17/2012)	\$ _____
4	Maintenance and Administrative Fee** (Year 1, 2 & 3)	\$ _____
5	Total Annual Guarantee for Transit Shelter	\$ _____

Transit Shelter Advertising****

<u>Item No.</u>	<u>Description</u>	<u>Price</u>
6	Year 1* (11/18/2009 – 11/17/2010)	\$ _____
7	Year 2* (11/18/2010 – 11/17/2011)	\$ _____
8	Year 3* (11/18/2011 – 11/17/2012)	\$ _____
9	Maintenance and Administrative Fee** (Year 1, 2 & 3)	\$ _____
10	Total Annual Guarantee for Transit Shelter Advertising	\$ _____
11	Total Annual Guarantee for Bus and Transit Shelter	\$ _____
	Exterior Advertising (Items 5 & 10)	

Signature: _____ Print Name: _____

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.

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.

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: _____

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, Gina Garbolino, Carol Garcia, Jim Gray and Pauline Roccucci.

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:

Wednesday, November 18, 2009
(pending)

Name(s) of the Roseville City Councilmember(s) of 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)

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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, from November 2009 through 2012.

The Contract will provide the Proposer with the exclusive right to place advertising on the exterior of Roseville's 31 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 31 COR buses. The City's Dial-A-Ride buses will not be assigned to this Contract.

The City will not be obligated to make more than 31 buses available to Advertising Company; however, if the City nonetheless does make more than 31 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

# of Vehicles	Series #'s	Make	Model	Year	Width	Length
2	01-376 – 01-377	Gillig	Phantom	2001	102"	30'
2	01-400 – 01-401	Gillig	Phantom	2001	96"	30'
2	01-472 – 01-473	Orion	V	2001	102"	30'
6	03-474 – 03-479	Orion	V	2003	102"	30'
5	00-461 – 00-465	Gillig	Phantom	2000	102"	40'
1	03-480	Orion	V	2003	102"	40'
7	09-408 – 09-412, 09-497 – 09-498	Gillig	BRT	2009	125"	40'
6	09-414 – 09-419	Gillig	LF	2009	102"	30'

1. Advertising Dimensions, Maintenance and Removal

No exterior advertising frames will be placed on City 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 supertail 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.

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 insure 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

(a) Damages Caused by Proper Application and Removal

Application of the advertising material by Advertising Company in accordance with the provisions of Section A.3 may nonetheless cause damage to City buses including, without limitation, paint, paint schemes or exterior surface. Advertising Company must pay the City an annual paint fee in the amount of \$25,000 each Contract year, with a bond of \$75,000 maintained in the event the City needs compensation for the costs of repairing such inadvertent paint damage. Prorated payments (i.e., 1/12 of the annual paint fee) are to be paid on a monthly basis and each payment is due no later than the 20th day of the following month.

(b) Damages Caused by Improper Application and Removal

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 its vehicles prior to assignment to Advertising Company.

The City's Bus Maintenance Supervisor 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 Transportation and Bikeways 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 Bus 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 exterior and/or interior displays at City of Roseville Corporation Yard.

7. Public Service Announcements

Advertising Company must, at all times during the term of this 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, 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 and PSAs. 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 and cars, 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 or PSAs. 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).

OR

The City has the right at its sole discretion to use all bus tail advertising spaces on City buses at City's sole discretion for transit information, promotion (COR advertisements) and for trade contracts. All such space will be subject to preemption for advertisements placed by Advertising Company and PSAs. The City will notify Advertising Company at least 90 calendar days (3 months/quarterly) prior to City use of bus tail advertising space. The City will provide Advertising Company all advertising displays ready for installation on the buses and cars. 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 or PSAs. 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 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 car-card spaces plus the bulkhead space per bus for its exclusive use. The City will have priority for use of inside car-card frames contiguous to wheelchair tie-down locations within the buses. The City will manufacture, install and replace City interior transit advertisements.

B. Transit Shelters

The City of Roseville (COR) is soliciting proposals for purchase of advertising transit shelters along with a pilot program to manage the advertising on the shelters, from November 2009 through November 2012. The Advertising Company will purchase advertising bus shelters, allowing the City to buy the shelters back over a period of time using the advertising revenue generated from the shelters.

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 need to be turned in to advertising shelters (see Appendix A: Roseville Transit Bus Shelter Stock). 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. Shelters that are over 7 years in age will need to be cycled out of service. The Advertising Company will need to find a creative solution that will save the City money during this process.

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. brushed aluminum mesh panels)

Traditionally, transit shelters are powered by electricity. The COR Alternative Transportation Division is working with the 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 residential-zoned neighborhoods.

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 amended to include these details.

3. Damage to Shelters

a. **Damages Caused by Improper Application and Removal**

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 its 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

Placement of advertising displays 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. 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.

D. 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 exterior bus and advertising shelter 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 and interior advertising displays on City buses, or the minimum guarantee amount (plus administrative and paint repair fees), 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 exterior of City buses. If Advertising Company offers less than \$38,000 as its minimum annual guarantee for interior and exterior bus advertising, 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 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 bus 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 buses assigned exceeds 30.

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 30, 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 30. (The dollar amount bid per bus 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 buses assigned is less than 30.

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 30, 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 30. (The dollar amount bid per transit shelters 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 is less than 30.

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 E.2 and E.3 above, an annual administrative fee in the

amount of \$13,000 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 Fee

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 City \$25,000, 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.