



City of Turlock
Development Services Department
Transit Division

Request for Proposals No. 19-010 **RFP for Transit Advertising Services**

The purpose of this Request for Proposals is to obtain a multi-year, revenue contract with a qualified firm for the development, provision, and management of an advertising program on buses, bus shelters, and future transit amenities owned by the City of Turlock.

Submit Proposals to:

City of Turlock
Transit Division
Attention: Wayne York
Re: RFP No. 2019-010
156 South Broadway, Suite 150
Turlock, CA 95380

Proposal Submission Deadline

March 27, 2020
4:00 p.m. PST

Questions with regard to submissions, process or proposals can be directed to:

Wayne York, Transit Manager
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 669-2800
wyork@turlock.ca.us



Introduction

The City of Turlock is accepting proposals from qualified firms to develop, implement, and manage a revenue-generating advertising program on City owned transit amenities such as buses and bus shelters, as well as future transit amenities if and when they are implemented by the City in the future. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposals (RFP).

City of Turlock will utilize the “Best Value” method of procurement, in conformance with applicable procurement guidelines. Respondents to this RFP should demonstrate an understanding of the work to be performed.

Background

Located 100 miles south of Sacramento, CA, Turlock is the second largest city in Stanislaus County. It has a population of approximately 73,000 people within just over 13 square miles.

The primary objective of the Turlock transit system is to provide affordable and adequate transportation for the general population, especially for those citizens who are transit dependent. As our population has grown, the need for increased transit transportation has also grown. To meet this growing need the City has created two separate services operating under the name Turlock Transit: (1) a fixed route bus system and (2) a reservation-based, demand-response (Dial-a-Ride) transit service.

The fixed route system began service on November 23, 1998 and has undergone modifications and improvements since that time. The most significant of these changes occurred in January 2017 through a variety of changes, including:

- Realigned fixed routes to better meet passenger demands;
- Addition of two new routes;
- Increased operating hours and frequency of service;
- Large portions of bi-directional service

The six existing fixed routes are designed based upon current ridership, and major designations. Highest priority was given to those areas with high density residential and low-income neighborhoods. The routes are designed to serve the southern part of the city connecting residents to the two high schools, downtown and other large shopping centers. The routes also serve County regional transit (StaRT) stops, two junior high schools, and eight elementary schools. To increase ridership, the City provides transit information on its website, brochures, posters and paid advertisements to make its services known. Currently, the City operates nineteen vehicles which provides service

to approximately 16 square miles, and includes the nearby community of Denair, CA. City transit service operates six days a week, from 6:00 a.m. to 9:00 p.m., Monday through Friday, and from 9:00 a.m. to 7:00 p.m. on Saturdays.

The City offers Americans with Disabilities Act (ADA) paratransit services through its reservation-based Dial-a-Ride program to qualifying individuals that live within $\frac{3}{4}$ of a mile of an existing fixed route. The service is also available to senior citizens and elementary school students for the purpose of traveling to and from school. In some cases, general public members can use the service for traveling to the outskirts of the City or to the nearby community of Denair.

SECTION I: INSTRUCTIONS TO PROPOSERS

1.1 Examination of Proposal Documents

The work to be performed under this contract consists of the furnishing of all labor, insurance, materials, and equipment necessary to perform the requirements specified in Section II: Scope of Work. By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the City of Turlock's objectives.

1.2 Addenda

Any City of Turlock changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City of Turlock will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals.

1.3 City of Turlock Contact

All questions and/or contacts with City of Turlock staff regarding this RFP are to be directed to the individual specified on the cover page of this RFP.

1.4 No Pre-Proposal Conference

The intent of the City is not to hold a Pre-Proposal conference. Any questions that require modification to the meaning or intent of the RFP must be submitted in writing as indicated in Section 1.5 "Questions and Request for Clarification."

Upon request, a tour of the City's Corporation Yard (where buses are stored) may be conducted. This tour would review just the area where placement of the advertisements may be performed. No equipment and/or dedicated facilities will be provided to the Proposer for the placement of advisements on the buses. No other aspect of the RFP will be discussed and no other visits to the facility will be entertained. The City reserves the right to coordinate a single tour with multiple prospective proposers.

1.5 Questions and Requests for Clarification

Should a Proposer have questions concerning or require clarifications of this RFP, the Proposer shall notify the City of Turlock in writing. Should it be found that the point in question is not clearly and fully set forth, the City of Turlock will issue a written addendum clarifying the matter, which will be posted on the agency's website: <https://bit.ly/2tvQFW5>

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFP. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested proposers. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective proposers enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

Requests for Information must be clearly labeled, "Requests for Information – RFP #2019-010". The City of Turlock is not responsible for failure to respond to a request that has not been labeled as such.

1.6 City of Turlock Responses

Responses from the City of Turlock will be posted on the City of Turlock's website by the date further specified in this RFP

1.7 Submission of Proposals

(a) Date and Time - Proposals must be received in the City of Turlock Development Services Department no later than the date and time specified on the front page of this RFP. Proposals received after the above-specified date and time will be either be returned to respective Proposer unopened or destroyed by the City.

(b) Address - Proposals shall be submitted to the individual specified on the front page of this RFP.

1.8 Identification of Proposals

Proposer shall submit three (3) hard copies and one (1) electronic version of its proposal on a USB flash drive, addressed as shown above, bearing the Proposer's name and address and clearly marked as follows:

RFP #2019-010 Transit Advertising Services

1.9 Acceptance of Proposals

- (a) The City of Turlock reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or proposal procedures.
- (b) The City of Turlock reserves the right to withdraw or cancel this RFP at any time without prior notice and the City of Turlock makes no representations that any contract will be awarded to any Proposer responding to this RFP.
- (c) The City of Turlock reserves the right to postpone proposal openings for its own convenience.
- (d) The City of Turlock reserves the right to request additional information to clarify any proposal.

1.10 Pre-Contractual Expenses

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

Pre-contractual expenses are defined as expenses incurred by Proposer in:

- (a) Preparing its proposal in response to this RFP;
- (b) Submitting that proposal to the City of Turlock;
- (c) Negotiating with the City of Turlock on any matter related to this proposal;
- (d) Any other expenses incurred by Proposer prior to date of award.

1.11 Joint Offers

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so under a prime-sub contractor basis rather than as a joint venture. The City of Turlock intends to contract with a single firm rather than with multiple firms doing business as a joint venture.

1.12 Protest Procedures

The City of Turlock reserves the right, without qualification, to select a proposal based on the criteria outlined in this RFP, exercise discretion and apply judgment with respect to any submitted proposal, or reject all proposals.

Failure to strictly comply with the protest procedures delineated below with respect to timeliness or protest contents will render a protest untimely and/or inadequate and will

result in rejection thereof by the City. Protests may only be filed against making an award, received after receipt of proposals, but before the award of contract. A pre - award protest must be sent by certified mail and received by the City of Turlock at the address specified on the front cover of this RFP within five (5) business days after the protester knows or should have known of the facts and circumstances upon which the protest is based. Prospective Contractors will be notified, by issuance of an addendum or bulletin that a protest has been filed if scheduled dates have been postponed as a result of the protest.

The pre-award protest shall include all of the following: the name of the protester, City RFP number, a detailed description of the specific grounds for protest, any supporting documentation, and the specific ruling or relief requested. The City will respond to the substantive issue raised in the pre-award protest in detail and will provide a final written determination via certified mail within ten (10) working days of receiving the Pre-Award Protest.

1.13 Contract Type

Following the satisfaction of all contractual requirements, the Contractor shall provide the services within the approved scope, schedule and price as set forth in the Agreement.

SECTION II: SCOPE OF WORK

The Contractor shall have exclusive rights to place advertising upon the City-owned transit vehicles, bus shelters with ad panels, and future transit amenities (“Transit Facilities”) subject to the terms, conditions, and limitations set forth in this RFP. The City reserves the right to use any other portion of the Transit Facilities for its exclusive use for any advertising, promotion, or purpose it deems to be in the interests of the City. The City reserves the right to use any unsold advertising space for its exclusive use, until such a time that the specified space has been sold, in which case the paid advertisement shall take precedence.

Space availability for advertising on Transit Facilities may change during the period of this Agreement for reasons including, but not limited to, the acquisition of new vehicles or bus shelters, the retirement of old vehicles or bus shelters, maintenance of existing vehicles or new bus designs or configurations which do not allow for the same advertising capability.

The City shall not be obligated to make new Transit Facilities subject to the advertising program. However, once a Transit Facility has been made available to the advertising program, the City shall not remove that Transit Facility from the program without providing written notice to the Contractor at least ninety (90) days prior to the change. The City shall make reasonable efforts to negotiate with the Contractor for changes to Transit Facilities included in the program.

The Contractor shall employ its best efforts to develop and make sales of advertising space and shall operate a facility and work force capable of insuring proper installation, maintenance and removal of advertising displays.

Contractor shall provide an emergency phone number for City of Turlock to reach Contractor in the case of an emergency situation. Contractor shall respond to an emergency situation within 24 hours of City of Turlock’s request.

In addition to complying with City of Turlock’s Advertising Policy set forth in this RFP, the Contractor shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. Additionally, the Contractor shall:

- Remove unapproved, damaged or defaced advertisements within seventy-two (72) hours of notice given by the City of Turlock.
- Remove all dated advertising materials within five (5) calendar days from its expiration date. Dated materials refer to advertising materials that are relevant to a specific time period or relevant to an event that has been completed.

Specific Requirements

(a) **Location for Advertisements for Buses.** Advertising will be permitted on the exterior left, right and rear sides of buses. Advertising on the left and right sides of the

buses shall not extend onto or beyond the bottom of the adjacent windows and must be contained between the adjacent wheels. At the contract initiation, and prior to the initial installation of vinyl advertisements, Contractor shall provide City of Turlock with schematics detailing the location for placement of advertisement, on non-permanent adhesive vinyl material, on each type of bus in City of Turlock's fleet. Once approved by City of Turlock these schematics become the standard locations for placement of ads on buses within each type through the term of the agreement.

(b) **Material and Appearance of Advertisement.** City of Turlock requires that all exterior advertising installed as part of the proposal be of the non-permanent adhesive vinyl type, "direct application." The Contractor shall assure that all exterior advertisements are manufactured, installed, and removed in accordance with current (and future) industry standards. Additionally, each ad:

- (1) shall be free from wrinkles, blisters or similar defects
- (2) shall be "squared" to the vehicle contour lines
- (3) shall present a sharp and clear appearance

(c) **Dimensions of Advertisement.**

Dimensions of Advertisement on Buses: City of Turlock plans to adhere to the industry standards for advertisement dimensions as a baseline for this solicitation. The size of advertisements placed on the left and right sides of buses that are **35' or longer** shall not exceed "King" (144" x 30") size for the left (street) side and shall not exceed "Queen" (96" x 30") size for the right (curb) side of the bus, while the size of advertisements placed on the tail end of said bus shall not exceed "Super Tail" size.

The size of advertisements placed on the left and right sides of buses that are **less than 35' in length** shall not exceed "Queen" (96" x 30") size, while the size of advertisements placed on the tail end of said bus shall not exceed "Super Tail" size.

Dimensions of Advertisement in Bus Shelters: The advertisement shall fit within the constraints of the ad panel portion of the bus shelter.

(d) **Continuous Advertisement.** Once a vinyl is applied to the side of a vehicle, a vinyl advertisement in good repair of the same size must always be displayed in the same location. No "layering" of vinyl advertisements is permitted; the previous vinyl must be removed before application of a new vinyl. Under no circumstances shall Contractor allow any one exterior ad to remain adhered to any vehicle in excess of one (1) year.

(e) **Restoration of Bus Side.** Upon removal of vinyl advertisement, Contractor will be responsible for the cost of restoring the exterior surface of the bus covered by the vinyl advertisements to the condition of the surrounding exterior surface of the bus. The adhesive used to apply the vinyl type advertisement shall not cause damage to City of Turlock's vehicles, their paint schemes, existing decals or exterior surface. The

Contractor will be notified of any such damage and City of Turlock will not proceed with repair for 48 hours after notification to the Contractor to enable the Contractor time to inspect the damage if so desired. The Contractor shall be required to reimburse City of Turlock for the full dollar cost to repair any damage to City of Turlock's vehicles and/or property resulting from application or removal of the vinyl advertisement or any other activities of the Contractor.

(f) **Fleet Size of Buses.** Sole discretion for assignment of buses shall remain with City of Turlock. Any reference in this document to any particular number or count of buses (e.g. the available fleet size) shall not be construed to carry any guarantee, express or implied, that any certain count of vehicles or of fleet size shall be available to the Contractor for advertising displays at any given time. City of Turlock shall be the sole judge of such matters of safety, convenience, appearance, and the number and location of advertisements on any vehicles.

(g) **No Route Specific Advertisements.** Under no circumstances should advertisements be route specific and the Contractor shall not represent to potential advertisers that advertising can be route specific,

(h) **Self Promotion.** The Contractor will not be allowed to engage in unpaid self-promotion on City transit buses, but shall be allowed to engage in unpaid self-promotion within unsold ad panels on bus shelters. The City reserves the right to take precedence over an unpaid self-promotion by the Contractor for an advertisement, notice, or promotion issued by the City, until such as time that the City elects to remove the advertisement, notice, or promotion or until the space is sold by the Contractor, whichever occurs first.

(i) **Maintenance of Advertisements.** The Contractor shall be solely responsible to keep and maintain all the advertisements placed on Transit Facilities in good condition, and will bear the full cost of any and all maintenance and repair of the ads. In the event the Contractor fails to satisfy the requirements of subsections below, City of Turlock may elect to repair, alter or remove the advertisements and to charge the Contractor for all labor and material costs for all such work. The Contractor agrees to pay City of Turlock the cost of performing such work provided City of Turlock gives the Contractor verbal notice, followed by a written fax notice, of the intent to repair, alter or remove the vinyl advertisement prior to actually undertaking such activity.

(j) **Placement of Advertisement.**

No vinyl will be allowed to interfere with any safety devices, lights, signals, licensing, website addresses, phone numbers or distinctive logos, or decals on City of Turlock vehicles. This includes, but is not limited to, reflective materials, side directional lights, side reflectors and other features. In addition, advertisements cannot interfere with the normal utilization of fuel doors, vents, glazing, and other equipment installed in the various vehicles that may require regular preventive maintenance.

Advertisements shall not be placed over any body moldings. Vinyl applied over body panel seams shall be sliced and tucked into those seams. Advertisements smaller than the allocated area shall be centered in the allocated area.

Defaced or Damaged Advertisements

The Contractor shall develop and implement a fully staffed maintenance, cleaning, repair or replacement program plus a Quality Control Program that insures that the advertising material installed on City of Turlock vehicles is in good condition at all times. More particularly, the Contractor will be required to remove immediately, but no later than 24 hours from notice given by City of Turlock, any graffiti on the advertisements not removed during City of Turlock's regular, cleaning of the vehicles (generally vehicles are washed with a power washer, but later on may be run through an automatic bus washer), and to make other repairs as necessary to advertisements that are otherwise damaged or defaced.

Any vehicle bearing a advertisement that is damaged, defaced or marked with graffiti that is not repaired, corrected or removed by the Contractor as required above, shall be considered unsuitable for revenue service and the Contractor will be assessed per conditions set within this solicitation.

Limitations and Review of Advertisement

(a) **Limitations of Advertisement.** Contractor shall not display or maintain any advertisement that include one or more of the following categories:

- **False, Misleading or Deceptive Commercial Speech.** The advertisement proposes a commercial transaction, and the advertisement or information contained in the advertisement is false, misleading or deceptive.
- **Libelous Speech, Copyright Infringement, etc.** The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject City of Turlock to litigation.
- **Unlawful Goods or Services.** The advertisement or material contained in it, promotes unlawful or illegal goods, services, or activities.
- **Endorsement.** The advertisement or any material contained in it, implies or declares an endorsement by City of Turlock, its Directors, management or employees of any service, product or point of view without prior written authorization from City of Turlock.
- **Prurient Interest.** The advertisement contains material that describes, depicts or represents sexual activities, or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these guidelines, the term "minor" shall have the meaning contained in California Penal Code Section 313.
- **"Adult" – Oriented Goods or Services.** The advertisement promotes or encourages or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable

with, films rated “X” or “NC – 17,” adult book stores, adult video stores, nude dance clubs, and other adult entertainment establishments, adult telephone services, adult internet sides, and escort services.

- Obscenity or Nudity. The advertisement contains obscene materials or images of nudity. For purposes of these Guidelines, the term “obscene matter” shall have the meaning set forth in the California Penal Code Section 311.
- Unlawful and Detrimental Conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities, and promotes behavior or activities which are detrimental to the maintenance and safe operations of City of Turlock.
- Demeaning or Disparaging. The advertisement contains images or information that demeans or disparages an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age disability or sexual orientation.
- Violence. The advertisement either (a) contains images or descriptions of graphic violence, including, but not limited to, the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal; or (b) the advertisement, or any material contained in it, incites or encourages, or appears to incite or encourage violence or violent behavior.
- Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual, or (b) contains image(s) of firearms that occupy 15% or more of the overall advertisement.
- Profanity. The advertisement contains words recognized by the community as vulgar indecent or profane for display in a public setting that includes minors.
- Drugs/Alcohol/Tobacco. The advertisement promotes the use of drugs, alcohol, and/or tobacco products.
- Graffiti. The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism.
- Inappropriate Graphics. The advertisement contains graphics recognized by the community as inappropriate, including, but not limited to, the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement.
- Political Information. The advertisement contains information of a political nature that fails to comply with local, state, and federal statutes, regulations, and applicable court decisions.

(b) **Review of Advertisement.** Contractor shall review each advertisement submitted for installation, display and maintenance on City of Turlock properties to determine whether the advertisement conforms with one or more of the categories set forth in the Limitations on Advertising section of these Standards:

- Contractor shall promptly notify City of Turlock, through its designated Contract Administrator, of its determination for its not displaying an advertisement
 - Upon receipt of notification, City of Turlock shall advise the Contractor whether City of Turlock concurs with the Contractor’s determination.

- In the event City of Turlock concurs in the determination of the Contractor. The Contractor, in consultation with the advertiser may submit one or more revisions to the advertisement, in order to bring the advertisement into conformity with the Standards. The advertiser shall then have the option of submitting a revised advertisement for review in accordance with these procedures.
- In the event the Contractor and the Advertiser do not reach agreement with regard to a revision of the advertisement, or in the event the Contractor determines that no appropriate revision would bring the advertisement into conformity with the Standards, the advertiser may request that the Contractor obtain a formal determination from the City of Turlock from the Director of Development Services. In reaching a formal determination, the City of Turlock may consider any materials submitted by the advertiser, and may consult with the Contractor, and/or with the City of Turlock Legal Counsel.
- The Director of Development Services shall promptly provide the Contractor with a written notice of the formal determination, and the Contractor shall relay the formal determination to the advertiser
- The Contractor may appeal the decision of the Director of Development Services to the Turlock City Manager, in writing. The determination of the Turlock City Manager shall be provided in writing within ten (10) business days and shall be deemed final.

Locations of Bus Facilities

City of Turlock currently operates vehicles from its Corporation Yard Facility at 701 S. Walnut Rd., Turlock California and will be operating vehicles from this location. Buses are currently stored at this site.

Contractor Ingress and Egress

Contractor shall check-in before entering and check-out upon leaving City of Turlock premises or leased property with the appropriate personnel and on-duty maintenance supervisor or Transit Operations Manager.

Contractor shall provide reflective safety vests with company identification badges for its employees to be worn at all times while on City of Turlock property.

Contractor shall use a clearly identifiable vehicle for purposes of entering City of Turlock property. All vehicles used to install, remove or maintain the advertisement on City of Turlock buses while on City of Turlock shall display a business sign on the outside of each front door, both left and right sides, signifying the name of the company authorized to perform work on City of Turlock buses. The sign may be of the magnetized type. No unmarked private vehicle will be allowed on City of Turlock Property, however, private vehicles displaying the proper signage will be allowed.

Contractor shall conduct all of its work on City of Turlock buses when those vehicles are not in revenue service, unless prior arrangements are made. Contractor shall not

interfere with City of Turlock operations, including bus washing, when installing, removing or maintaining ads.

Contractor's Work on City of Turlock Property

Contractor will provide all necessary parts, equipment, materials and/or tools required to perform the required work and will not store any parts, equipment materials and/or tools on City of Turlock property.

City of Turlock shall make every attempt to provide sufficient room between bus rows so as to allow for installation or removal of ads while buses are parked, at each applicable site. Indoor workspace is not available. City of Turlock and Contractor shall agree on how best to resolve any problems arising regarding the location of buses. The Contractor shall perform the work in such a manner as to eliminate unnecessary noise, obstruction, hazardous conditions or other disturbances to City of Turlock's operation or its personnel. During the performance of the work, the Contractor shall bear full responsibility for the protection and safety of the public, City personnel and City equipment and facilities. Any damage arising from the Contractor's performance of the work shall be repaired or remedied immediately at the Contractor's sole expense.

Contractor shall make available the necessary number of employees to conduct the Quality Control Program.

During the performance of the work under this Contract, the Contractor shall keep the working area in a neat and safe condition. The Contractor shall make arrangements to dispose of any waste generated by its performance or activities off City property.

Conduct of Employees

Contractor shall insure that its officers, agents or employees while on City property or using equipment will conduct themselves in a safe and proper manner and if a complaint is made by City personnel, the Contractor will take such corrective measures as are necessary. If the Contractor does not take such corrective measure, City may deem the Contractor in breach of its obligations under the Agreement. Contractor further covenants and agrees that in the exercise of the rights and privileges granted hereunder its employees or representatives will not deface or damage the property of City or deposit or scatter any rubbish, debris, waste, litter or other material in or about said premises. The Contractor agrees to assume full liability and responsibility for actions on the part of its employees and agents, and shall pay for any clean up required to restore the property to its condition prior to entry by Contractor or as otherwise determined to be necessary by City,

Changes in Scope of Work

City of Turlock, without invalidating the contract, may order additions to or deletions from the work to be performed. If justified, the contract charges will be adjusted accordingly.

New provisions must be mutually agreeable to City of Turlock and the Contractor. Contract Modifications must be authorized by the City and must be completed as an Amendment to the Agreement. City shall have the right to make changes in vehicles, vehicle configurations, vehicle types and related elements of work not involving extra cost and not inconsistent with the work to be performed.

BUS SHELTERS WITH ADVERTISING PANELS

The City has purchased twenty (20) bus shelters with advertising panels from Tolar:

- 13’ Sierra dome roof advertising transit shelter (13ALD-PM) featuring Sierra twin-tube roof perimeter, bronze twin wall poly carbonate roof panels, flat back to back advertising kiosk with two side-hinged doors containing 3/16” clear tempered glass, perforated aluminum rear and 1/2 end wall; two rear wall map cases (10076-00) with 1/4” clear tempered glass in face; Tolar USC RMS 60F providing dusk to dawn LED illumination in the shelter roof only; 8’ perforated metal bench, no back, three anti-vagrant bars

These shelters have not yet been assembled and installed, but are expected to be installed by September 2020. All twenty (20) bus shelters will be available for inclusion in the advertising program. When proposing estimated revenues, Proposers should assume an effective availability date of September 1, 2020 for these bus shelters.

The City has plans to purchase and install an additional twenty (20) bus shelters of the same design at additional locations throughout the City by April 2021. These shelters will vary in length based on the needs of the location where they will be placed.

TRANSIT FLEET INFORMATION

FIXED-ROUTE FLEET					
Veh No.	Year	Make	Model	VIN	Length
1049	2015	Champion	Transport	1FDFE4FS6FDA27602	26
1050	2015	Champion	Transport	1FDFE4FS5FDA09902	26
1051	2015	Champion	Transport	1FDFE4FSXFDA27604	26
1052	2015	Champion	Transport	1FDFE4FS1FDA27605	26
1058	2018	Gillig	Standard LF	15GGB3112J3192046	35
1059	2018	Gillig	Standard LF	15GGB3114J3192047	35
1060	2018	Gillig	Standard LF	15GGB3116J3192048	35
1061	2018	Gillig	Standard LF	15GGB3118J3192049	35
1062	2019	Gillig	Standard LF	15GGB3118K3193784	35
1063	2019	Gillig	Standard LF	15GGB311XK3193785	35

1064	2019	Gillig	Standard LF	15GGB3111K3193786	35
1065	2019	Gillig	Standard LF	15GGB3113K3193787	35

DIAL-A-RIDE FLEET					
Veh No.	Year	Make	Model	VIN	Length
1038	2015	Arboc	GM 4500	1GB6G5BGXF1239978	26
1039	2015	Arboc	GM 4500	1GB6G5BG8F1240272	26
1040	2015	Arboc	GM 4500	1GB6G5BG8F1241065	26
1041	2015	Arboc	GM 4500	1GB6G5BGXF1242315	26
1042	2015	Arboc	GM 4500	1GB6G5BGXF1243321	26

Contractual Requirements

The City and selected consultant will execute a professional services agreement for a term commencing on July 1, 2020, and ending June 30, 2024. Prospective consultants are encouraged to review the included sample agreement, attached to this RFP, paying special attention to the City's insurance requirements.

SECTION III: PROPOSAL CONTENT

3.1 Format

The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the scope of work and the proposer's approach to meet City of Turlock's requirement for exterior advertising services.

Proposals should be limited to specific discussion of the elements outlined in this RFP. Respondents are encouraged to avoid submissions that are poorly organized or in which important information is obscured by unnecessary promotional material. Short, succinct, and clear submittals are less likely to be marked down due to uncertainty as to meaning or misinterpretation. The Evaluation Committee will assume the most unfavorable interpretation when information is unclear, ambiguous, or missing. Respondents are encouraged to submit proposals that best address the evaluation criteria outlined in this RFP.

The organization of each proposal should follow the general outline below. Proposals shall not exceed thirty (30) pages in length, not including section dividers. Included should be the Proposer's Qualifications, Experience and References and Technical Proposal section. Examples of previous work product may be submitted. Materials contained within an appendix at the back of the proposal shall not count towards the overall page limit, but shall also not be used for the basis of scoring or evaluation. All sample materials will be available for return at respondent's request.

Respondent's proposal shall include the following items in the following sequence:

3.2 Cover Form

The signed cover form, provided in this RFP, contains the following:

- (a) Date submitted and complete name and address of person who will receive correspondence and who is authorized to make decisions or represent the Proposer and contractually bind the firm. This person shall also sign the Proposed Compensation Form. Identification shall include legal name of company, corporate address, telephone number, email address, and contact person during period of proposal evaluation.
- (b) An understanding of the conditions under which the proposal is offered.
- (c) Acknowledgement of receipt of all RFP addenda, if any. A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal

- (d) An understanding that City of Turlock reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of City of Turlock.
- (e) A statement that Proposer is prepared to sign the Sample Agreement without alterations or exceptions or whether it is requesting modifications to the Sample Agreement and/or any requirements of this RFP.
- (f) A statement confirming the commitment of adequate resources to meet City of Turlock's quality and schedule expectations.
- (g) Signature of a person authorized to bind Proposer to the terms of the proposal.

3.3 Proposer's Qualifications, Experience and References

The following information shall be included:

- a) Summary - A brief description of the Proposer's qualifications for furnishing the transit advertising services, including the organization name, size and years in business.
- b) Firm Experience – This section should contain a concise description of the proposer's background and experience in providing transit-oriented advertising services to public transit sector similar to those outlined in the Scope of Work, listing at least three projects within the last three years (not including any projects completed for City of Turlock). The information submitted should include:
 - Name, address, and telephone number of the responsible official of the organization
 - Cost of the contract
 - Dates services encompass
 - Services provided
 - The status of the contract

Proposer must demonstrate that it has experience in the advertising business and that Proposer has the capability of properly operating such business in Turlock and Stanislaus County.

3.4 Technical Proposal

Transit Advertising Services - The following shall be included as a description of the proposed services to be provided by the Proposer under this contract:

- (a) Describe how the Firm intends to provide the services outlined in Section II.

(b) Quality Control Program describing how the Firm intends to meet the requirements outline in this RFP.

(c) Creative ideas and incentives that will maximize revenues and distinguish the proposer from others. Proposers should include any ideas that are proposed to maximize revenues and examples of properties where these ideas have been successful and other incentives that may make the proposer stand out from others.

(d) Conformance to the terms of the requirements of the RFP – The Proposer should describe if they can meet all the requirements of the RFP. Any deviation with the RFP requirements should be clearly identified and described. Failure to specify any exceptions or objection to the requirements, and terms and conditions of this RFP will constitute acceptance of City's requirements.

(e) Identification of any parts of the proposal the proposer considers proprietary and a written justification for the claim.

3.5 Compensation Proposals

(a) Primary Proposal

Provide an estimated revenue amount the City should expect from its advertisement program that is fully compliant with the requirements of this RFP. The Proposer can use a form of their choosing, but it should clearly articulate the estimated revenue the City should expect during the term of the agreement, based on the stated number and availability of Transit Facilities. If there are any minimum payment guarantees and/or percentage of net profit rates, those should be stated.

(b) Alternate Proposal (optional)

Provide an estimated revenue amount the City should expect from its advertisement program if the provisions of subsection (a) and subsection (c) of the Specific Requirements in Section II were not in force. Under this proposal the City would expect to generate more revenue as more surface area of the buses would be available for advertising. The Proposer can use a form of their choosing, but it should clearly articulate the estimated revenue the City should expect during the term of the agreement, based on the stated number and availability of Transit Facilities. If there are any minimum payment guarantees and/or percentage of net profit rates, those should be stated.

If two proposals are submitted, the City reserves the right select either proposal, at its sole discretion, for the purposes of negotiating and executing an agreement.

3.6 Supporting Documentation

Proposals may include other material that may assist in evaluating the Proposal. Supporting documentation should be relevant and brief.

3.7 Requirements to be Considered Responsive

- (3) hard copies and (1) electronic copy on USB flash drive
- Proposal Cover Form
- Compensation Proposal Form
- Certification Regarding Workers Compensation
- Fair Employment Practices Certification
- Certification Concerning Control of Employee of Contractor
- Non-Collusion Affidavit. By submitting a proposal, the Proposer represents and warrants that such a proposal is genuine and not a sham, collusive, or made in the interest or on behalf of any person or party not therein named and that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from presenting a proposal and that the Proposer has not in any manner sought by collusion to secure an advantage. If it is found that collusion exists, proposals will be rejected and contract awards shall be null and void. A certificate must be completed and submitted with the bid.
- Drug Free Workplace. Certification regarding Government Code in matters relating to providing a drug free workplace.
- Restrictions on Lobbying.
- Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the products herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

SECTION IV: EVALUATION AND AWARD

Proposal Selection

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFP and provide the “best value” to the City. The final selection will be based on completeness, experience with agencies, technical merit, cost competitiveness and time to perform. It is the City’s intention to select one firm that has sufficient expertise to handle the specified. However, the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals;
2. Exercise discretion and apply its judgment with respect to any proposal;
3. Select proposals which qualify based on the following factors and provide the best value to the City, with a maximum scoring potential for each factor as shown, for a maximum potential score of 100 points:
 - a. Compensation proposal (50 pts)
 - b. Experience of the Consultant and staff selected to provide the specified services (30 pts),
 - c. Financial responsibility and capacity to perform [years in business, number of projects completed, etc.] (10 pts)
 - d. Responsiveness to requests from the City (10 pts).
4. City staff will review and rank the all proposals received from consultants and recommend the consultant(s) to receive a professional services agreement for the work type specified within this RFP.

The City of Turlock may negotiate contract terms with the selected Proposer(s) prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City of Turlock. City reserves the right to determine the best value to the City of Turlock through this competitive process using highest weighted score analysis technique.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer’s most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

A City contract for transit advertising services will be brought to the City Council for its approval. City staff shall notify the selected Consultant(s) of the final approval of the contract by the City Council. Once submitted, all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act, unless specific portions are otherwise protected from disclosure by law.

Solicitation Schedule

02/29/20 – RFP advertised.

03/11/20 – Requests for Information (RFI) due.

03/13/20 – City provides response(s) to submitted RFI requests.

03/27/20 – Proposals due to City.

04/02/20 – Evaluation committee completes review of proposals.

04/03/20 – Notice of Intent to Award issued.

04/28/20 – Award of an agreement by the Turlock City Council

**RFP # 2019-010
PROPOSAL COVER FORM
for
TRANSIT ADVERTISING SERVICES**

DATE SUBMITTED: _____

NAME OF INDIVIDUAL SUBMITTING PROPOSAL:

CONTACT PERSON (if different):

NAME UNDER WHICH BUSINESS IS CONDUCTED:

STREET ADDRESS: _____

MAILING ADDRESS, IF DIFFERENT: _____

TELEPHONE: _____

EMAIL: _____

BUSINESS LICENSE NUMBER: _____

CONDITIONS:

1. The undersigned understands that he/she will be bound by the Proposal as expressed by these forms if an award is made by City of Turlock. The Contract will be in accordance with this Proposal.
2. The Request for Proposals, Required Forms, and Addenda, if any, are made a part of this Proposal.
3. The undersigned understands that any clarification made to the Proposal Form or any new and different conditions or information submitted in or with the Proposal Form, other than that requested, may render the Proposer unresponsive.

4. The undersigned acknowledges the receipt of the following Addenda:

5. The undersigned understands that all proposals shall remain in effect for ninety (90) days from the date of the submittal.
6. The undersigned understands that City of Turlock reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of City of Turlock.
7. The undersigned certifies that the Proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, and all other costs necessary to perform the work in accordance with the Contract Documents.
8. The undersigned will submit three (3) sets of their proposal package and one (1) electronic copy of the proposal on a USB flash drive. Proposals shall be sealed, clearly marked, and delivered by the stated deadline to the location specified on the front page of this RFP.
9. The undersigned is prepared to sign the Sample Agreement without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, shall include such requested modifications in its proposal.
10. The undersigned confirms the commitment of adequate resources to meet CITY OF TURLOCK's quality and schedule expectations.

The undersigned certify that we sign this Proposal Form with full and proper authorization to do so.

Signature, Printed Name, and Title

Signature, Printed Name, and Title

IF CORPORATION:

This Corporation is incorporated under the laws of the State of: _____

*If Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to CITY OF TURLOCK is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).

CERTIFICATION REGARDING WORKER COMPENSATION

Labor Code Section 3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____, 2019

(Proposer)

By: _____

(Print Name, Title)

Labor Code Section 1861, provides that the above certificate must be signed and filed by the Proposer with the City of Turlock prior to performing any work under this contract.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the Proposer agrees as follows:

1. The Proposer will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disabilities, marital status, or medical condition as defined in Government Code §12926. The Proposer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
2. The Proposer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Proposer's commitments under this section; and the Proposer shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Proposer will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, CITY OF TURLOCK, or any other appropriate agency of the State of California designated by CITY OF TURLOCK for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by CITY OF TURLOCK as a basis for determining the Proposer to be not a "responsible Proposer" as to future contracts for which such Proposer may submit Proposals, for revoking the Proposer's pre-qualification rating, if any, and for refusing to establish, re-establish, or renew a pre-qualification rating for the Proposer.

CITY OF TURLOCK shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Proposer has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, CITY OF TURLOCK shall notify the Proposer that, unless it demonstrates to the satisfaction of CITY OF TURLOCK within a stated period that the violation has been corrected, the Proposers pre-qualification rating will be revoked.

5. The Proposer agrees that should CITY OF TURLOCK determine that the Proposer has not complied with the Fair Employment Practices section of this contract then, pursuant to Labor Code Sections 1735 and 1775, the Proposer shall, as a penalty to CITY OF TURLOCK, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the Proposer.

6. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent CITY OF TURLOCK from pursuing any other remedies that may be available at law.

7. Prior to award of the contract, the Proposer shall certify to CITY OF TURLOCK that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by CITY OF TURLOCK:

a. The Proposer shall provide evidence, as required by CITY OF TURLOCK, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.

b. The Proposer shall provide evidence, as required by CITY OF TURLOCK, that it has notified all sources of employee's referral (including unions, employment agencies, advertisements, Employment Development Department) of the content of the anti-discrimination clause.

c. The Proposer shall file a basic compliance report as required by CITY OF TURLOCK. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire or whether or not to hire.

d. Personally, or through its representatives, the Proposer shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:

(1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

(2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.

e. The Proposer shall notify CITY OF TURLOCK of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.

8. The Proposer will include the provisions of the foregoing Paragraphs 1 through 7 in every first-tier subcontract so that such provisions will be binding upon each subcontractor.

9. Statements and Payrolls. The Proposer shall maintain its records in conformance with the requirements included in the Information to Proposers and the following Special Conditions:

a. The submission by the Proposer of payrolls or copies thereof, is not required. However, each Proposer and sub-Contractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.

b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.

c. The Proposer shall make its payroll records available at the project site for inspection by CITY OF TURLOCK and shall permit CITY OF TURLOCK to interview employees during working hours on the job.

The following certification is to be executed by every Proposer and enclosed and forwarded in a sealed envelope containing the Proposal. The person signing the certification shall state his/her address and official capacity.

Fair Employment Practices Certification

The undersigned, in submitting a Proposal for performing work as specified in the Scope of Work hereby certifies that the Proposer will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

PROPOSER

SIGNATURE

PRINTED NAME OF SIGNER

TITLE

MAILING ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

DATE

**CITY OF TURLOCK
A CERTIFICATION CONCERNING CONTROL
OF EMPLOYEE OF CONTRACTOR**

The Contractor, by entering into this Agreement with CITY OF TURLOCK to perform or provide work, services or materials to CITY OF TURLOCK, does hereby certify and assure that in performing the services under this Agreement, the Contractor shall act as an independent Contractor and shall have full control of the work and Contractor's employees. Contractor and its employees, under no circumstances whatsoever, shall imply or be considered as an agent(s) or employee(s) of CITY OF TURLOCK. Contractor employees, under no circumstances, shall be entitled to part of any pension plan, insurance, bonus, or any similar benefits which CITY OF TURLOCK provides its own employees.

Any infraction of this Certification shall be cause for termination of this agreement.

Authorized Representative of Proposer

Signed

Printed Name, Title

Date

CERTIFICATION OF NON-COLLUSION

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The contents of this proposal and of any subsequently submitted best and final offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any other matter relating to such proposal with any other Proposer or with any competitor.
2. Unless otherwise required by law, the contents of the proposal and of any subsequently submitted best and final offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal or a best and final offer for the purposes of restricting competition.

Signed

Printed Name, Title

Date

DRUG FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME

The Contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The above named Contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:

(a) The dangers of drug abuse in the workplace

(b) The person's or organization's policy of maintaining a drug-free workplace.

(c) Any available counseling, rehabilitation and employee assistance programs, and Penalties that may be imposed upon employees for drug abuse violations.

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

(a) Will receive a copy of the company's drug-free policy statement; and,

(b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant

CERTIFICATION

I, the official named below, hereby swear or affirm that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the country shown below, is made under penalty of perjury under the laws of the State of California.

SIGNATURE

PRINTED NAME

TITLE

DATE EXECUTED

EXECUTED IN THE COUNTY OF



AGREEMENT FOR SPECIAL SERVICES
between
THE CITY OF TURLOCK
and

for
TRANSIT ADVERTISING SERVICES
CITY PROJECT NO. 18-25
RFP NO. 19-010

THIS AGREEMENT is made this 28th day of April, 2020, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and _____, a _____, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for transit advertising services; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK: CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession, the Request for Proposals attached hereto as Exhibit A, and the CONSULTANT's proposal attached hereto as Exhibit B. CONSULTANT shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.

3. SAFETY REQUIREMENT: All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: For the rights and privileges of placing advertising on CITY facilities, including buses and bus shelters, CONSULTANT shall provide compensation to CITY in accordance with the financial proposal attached hereto as Exhibit C.

(a) The term "gross advertising revenue" means all monies, remunerations,

and considerations received from the sale of advertising space or services upon or within CITY facilities by CONSULTANT in its operations as permitted under this Agreement.

(b) "Net advertising revenue" shall mean "gross advertising revenue" less the following:

1. Commissions paid to advertising agencies or sales representatives other than CONSULTANT staff, if any, at a rate not exceeding fifteen percent (15%) of gross billings; and

2. The amount of any sales, use, gross receipts, occupational and similar taxes (but excluding income and property taxes) directly imposed by any public agency on the sale or display of advertising under the terms of this Agreement and paid by CONSULTANT.

(c) Gross advertising revenue shall be calculated on the accrual basis, (i.e. amounts are prorated to the time periods that correlate to the time periods during which the advertising is displayed). Deductions to calculate net advertising revenue (e.g., commissions) shall be amortized over the term of the advertising.

(d) CONSULTANT shall not engage in any unpaid self-promotion on CITY buses, but may engage in self-promotion within advertising panels of applicable bus shelters.

(e) In the event that the number of buses, shelters, or other applicable CITY facilities available for the placement of advertising changes, the minimum guaranteed payment shall be adjusted by a proportionate amount. Any approved reduction in said payment must be directly attributable to a reduction in available advertising space and not due to CONSULTANT's business practices or its failure to gain sales revenue. CONSULTANT must provide documentation to CITY that proves to CITY's satisfaction that CONSULTANT's reduction in revenue is due solely to a reduction in available advertising space before CITY will agree to any reduction in the minimum guaranteed payment. Excluded from this provision are temporary reductions in available advertising space due to work stoppages, strikes, mechanical failures, accidents, catastrophes, riots, and similar events.

(g) CONSULTANT shall provide a monthly statement with names, sizes, quantities and the number of the advertisements which were displayed, the gross revenue earned for the advertisements, and the amount and description of any deductions from gross revenue permitted by this Section.

(h) Beginning January 1, 2021 and continuing every six (6) months thereafter through the duration of the Agreement, CONSULTANT shall submit a statement that compares the total of the six (6) monthly guaranteed payments to the amount CITY would have received if paid the percentage of the net advertising revenue for the prior six (6) months. Any additional amounts owed to CITY shall accompany a reconciliation schedule.

(i) All payments, regardless of their nature, shall be submitted in a timely manner. If a payment shall not be received by CITY by the deadline dates required by this Section, then, without any requirement for notice to CONSULTANT, CONSULTANT shall pay to CITY a one-time rate charge equal to five percent (5%) of the overdue amount. In addition to incurring late charges, payments due CITY shall bear interest from the date when due at

the rate of one- and one-half percent (1.5%) per month.

(1) If CITY disputes any items on a statement for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY agrees to continue to provide advertisement space on the CITY property until the dispute is settled or the Agreement is terminated.

(j) Records: CONSULTANT shall submit dated monthly records to CITY specifying the date, location and service rendered, and the charge therefor.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of forty-eight (48) months beginning July 1, 2020 and ending June 30, 2024, subject to CITY's availability of funds.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) **General Liability Insurance:** CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. CONSULTANT's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) **Workers' Compensation Insurance:** CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) **Auto Insurance:** CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) **Contractors Pollution Insurance:** Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for

liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than one million dollars (\$1,000,000) per claim. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

(e) Professional Liability Insurance: When applicable, CONSULTANT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(f) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(g) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or CONSULTANT shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(h) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

(i) Verification of Coverage: CONSULTANT shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(j) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(k) Subcontractors: CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(l) Surety Bonds: CONSULTANT shall provide a Performance Bond and a Payment Bond.

7. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for CONSULTANT's Services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the CONSULTANT (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the CONSULTANT (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. CONSULTANT shall not be obligated to defend or indemnify CITY for the CITY's own negligence or for the negligence of others.

Indemnity for other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or

agency for which CONSULTANT is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONSULTANT.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel.

As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing ninety (90) days' written notice to CONSULTANT.

10. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.

(b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CONSULTANT fail to pay CITY all or any part of the payments set forth in this Agreement on the date due, at its option CITY may terminate this Agreement if the failure is not remedied within thirty (30) days after CITY notifies CONSULTANT in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CONSULTANT will pay CITY an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY is entitled to that portion of CONSULTANT'S guaranteed revenues prior to the termination date.

11. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

13. TIME: Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the Contract Administrator.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the Turlock City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of the California Labor Code including, but not limited to Section 1776, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S payments to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to payments under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: CONSULTANT will have a City of Turlock business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

32. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONSULTANT: _____

PHONE: _____
FAX: _____

for CITY: **CITY OF TURLOCK**
ATTN: DEVELOPMENT SERVICES DIRECTOR
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5520
FAX: (209) 668-5563

33. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Wayne York, Transit Manager
Development Services Department
Transit Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 669-2800
E-mail: wyork@turlock.ca.us

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation _____

By: _____
Michael I. Cooke, Interim City Manager

Date: _____

By: _____

Title: _____

Print name: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

By: _____
Nathan Bray, P.E., Interim Development
Services Director/City Engineer

APPROVED AS TO FORM:

By: _____
Douglas White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk