



REQUEST FOR PROPOSAL

Advertising on Transit Passenger Shelters

Released on December 20, 2018

Proposals Due 4:00 p.m., January 15, 2019

City of Manteca
1001 West Center Street
Manteca, CA 95337
(209) 456-8777

www.ci.manteca.ca.us

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Section 1 General Information

1.1 Introduction

The City of Manteca invites proposals and qualification statements from advertising companies to provide passenger shelter advertising services.

The successful proposer will be asked to enter into an contract with CITY for a term of five years beginning January 22, 2019 and ending January 21, 2024.

Proposer shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP. Each proposal shall be submitted in the requested format and shall provide all pertinent information.

The City of Manteca is hereinafter referred to as the "CITY". Those responding to this RFP are hereinafter referred to as the "PROPOSER" or "PROPOSERS".

1.2 Organization of the RFP

The RFP is organized into six (6) sections and includes Appendices A through F.

Section 1 consists of information regarding the introduction and purpose, RFP organization, CITY rights, PROPOSER responsibilities, contact restrictions, consequence of proposal submission, etc.

Section 2 identifies the procurement schedule and proposal submittal instructions.

Section 3 provides instructions on the required content of the proposals.

Section 4 describes the evaluation process and criteria.

Section 5 identifies the protest procedures.

The appendices contain additional information required for proposal preparation, including the Scope of Work, Federal Clauses and Other Requirement, Required Forms, and the Professional Services Agreement.

1.3 CITY'S Rights

The CITY'S rights include, but are not limited to, the following:

- Issuing addenda to the RFP, including extending or revising the time line for submittals.
- Withdrawing, reissuing, or modifying the RFP.
- Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.

- Executing a contract with a PROPOSER on the basis of the original proposal and/or any other information submitted by the PROPOSER during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirement of the RFP, as may be deemed to be in the best interest of the CITY.
- The CITY may, but is not bound to, commence negotiations with a selected PROPOSER.
- Discontinuing its negotiations after commencing negotiations with a selected PROPOSER, if progress is unsatisfactory in the sole judgment of the CITY, and commencing discussions with another qualified PROPOSER.
- CITY reserves the right to audio and video record any and all live meetings, including conference and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process. With the exception of open public meetings, all recordings shall be deemed confidential until after the award of the contract by the City Council.

1.4 PROPOSER'S Responsibilities

It is the responsibility of each PROPOSER to:

- Examine this RFP, including all appendices and attachments, including the Agreement thoroughly.
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP, including inspection of the CITY'S vehicles, facilities, terrain and streets.
- Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, permitting, progress, performance, or services.
- Each PROPOSER shall make a good faith effort to hire employees from the CITY'S incumbent contractor.
- Clarify with the CITY any conflicts, errors, or discrepancies in this RFP in accordance with the deadlines specified herein.
- Agree not to collaborate or discuss with other PROPOSERS the content of the proposal or service fees proposed.
- Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project and that PROPOSER deems necessary to determine its proposal.

- Each PROPOSER shall use mail, fax, email or other delivery mechanism at its own risk, and the CITY shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.

1.5 Consequence of Submission of Proposal

The submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has investigated all aspects of the RFP and its own proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirement; that the PROPOSER has read and understands the RFP and has complied with every requirement; that without exception the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the attached Agreement and such means, methods, techniques, sequences of procedures as may be indicated in or required by this RFP and the contract; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the requested services.

The submission of a proposal shall not be deemed an agreement between the PROPOSER and the CITY. The proposal is a contractual offer by the PROPOSER to perform services in accord with the proposal. Specifically, the following provisions apply:

- The CITY shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by the CITY obligates the PROPOSER to enter into any contract with the CITY for the performance of the services chosen by the CITY at its sole discretion.
- The contract shall not be binding or valid against the CITY unless and until it is executed by the CITY and the selected PROPOSER, and the PROPOSER'S insurance, and/or other surety guarantee have been accepted by the CITY.

The proposals received shall become the exclusive property of the CITY. At such time as the Contract award is commended to the Manteca City Council, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public records.

1.6 Cost of Submitting Proposals

The cost of investigations, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and shall not be chargeable in any manner to the CITY. The CITY will not reimburse any PROPOSER for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating a contract with the CITY.

Section 2 Schedule & Submittal Instructions

2.1 Schedule

The CITY intends to adhere to the schedule provided in Table 2-1 for the procurement of transit passenger shelter advertising services. This schedule may change at the CITY'S sole discretion.

Table 2-1 Procurement Schedule	
Activity	Date
Issue RFP	December 20, 2018
Questions/clarifications submission deadline	December 28, 2018
City response to questions/clarification deadline	January 3, 2019
Proposal submission deadline	January 15, 2019
Contract Award	January 22, 2019

2.2 Proposal Submission

Sealed proposals must be received by the CITY at the address below, no later than 4:00 p.m., Tuesday, January 15, 2019.

City of Manteca
Attn: Juan Portillo, Transit Supervisor
1001 W. Center St.
Manteca, CA 95337

- **Technical and Price Proposal**

One (1) original and three (3) copies of proposal must be provided to the CITY. In addition, one electronic copy must be submitted with the package. Proposals must be sealed and marked "Proposal for Advertising on Transit Passenger Shelters". Proposals received after this specified date and time shall be considered late and shall not be considered for award.

2.3 Proposal Content

All proposals must be prepared using the following format:

Part	Content
--	Letter of Transmittal
1	Revenue Proposal
2	Company Background and Experience
3	Qualifications/Responsibilities of Personnel assigned to the contract
4	Proposed Method of Accomplishing Work
5	Required Documents

- **Letter of Transmittal**

1. Identification of the offering firm(s), including name, address and telephone number of each firm;
 2. Description of type of organization (i.e., corporation, partnership, including joint venture teams and subcontractors) submitting proposal.
 3. Names of the person(s) representing the firm(s) in the negotiations during the period of the proposal evaluation;
 4. A statement to the effect the proposal shall remain valid for a period of not less than 90 days from the date of submittal;
 5. A written statement warranting that the requirements of the requested services as described in the RFP, its enclosures, and all addenda have been reviewed and the PROPOSER has conducted all necessary due diligence to confirm material facts upon which the proposal is based.
 6. Signature of the person(s) authorized to operate a contract on behalf of the firm.
- **Revenue Proposal**
 1. Completed Revenue Proposal, including signature (Appendix C)
 - **Company Background and Experience**
 1. Company History: PROPOSER must submit a description of the company history. Such information should contain the company background, including the number of years in advertising sales and management, as well as transit advertising sales and management.
 2. Competence: PROPOSER shall identify professional competence in related fields, including a list of transit operations the company is currently contracted with for similar type of work.
 3. References: PROPOSER shall submit references from at least three companies that PROPOSER has contracted with for similar type of work.
 4. Financial Information: PROPOSER must include the company's most recent audited financial statement and shall submit other financial information deemed by PROPOSER to be pertinent to the proposal or the proposed method of operation.
 - **Qualification/Responsibilities of Personnel Assigned to the Contract**
 1. PROPOSER must include a brief biography for each key member of the local personnel.
 2. PROPOSER must include a job description of each key personnel member's position as it relates to the local transit project. The description should include specific job responsibilities to be held on a local level.

3. PROPOSER must have a minimum of five (5) years of experience in advertising sales and administration.

- **Proposed Method of Accomplishing the Work**

1. Maintenance Plan
PROPOSER must state, in detail, its plan for cleaning (including pressure washing and garbage pick-up), repairing and addressing vandalism on the shelters/benches in the service area.
2. Marketing and Sales
PROPOSER will be required to perform complete advertising servicing and sales functions including, but not limited to:
 - a. PROPOSER must submit an explanation of marketing strategies and literature it will use to promote transit advertising.
 - b. PROPOSER must state what printing services will be provided to potential customers.
3. Advertising Content and Control
 - a. PROPOSER must ensure that all advertising adheres to the City's approved Transit Advertising Policy (Appendix E).
 - b. All advertising shall be displayed in a neat and workmanlike manner.
 - c. Successful PROPOSER shall maintain all displayed advertising so as to ensure its neat appearance and promptly remove all advertising which is torn or otherwise unsightly in appearance.
 - d. CITY reserves the right to require the successful PROPOSER to promptly remove, at the PROPOSER's expense, any advertising which in the opinion of the CITY, is unsightly in appearance.
4. Administrative and Reporting Services
 - a. PROPOSER must submit information regarding the methods by which the proposer will, if requested by CITY, submit reports to the transit system, at least annually. The reports shall contain the following information:
 - List of advertisers.
 - Type and current rates charged to advertisers for each display space.
 - Annual collected revenue data, furnished to the authority with each payment.
 - b. PROPOSER must submit its plan to maintain original copies and all required records for a period of three (3) years after final payment under the terms of the operating contract.

- **Required Documents**

1. PROPOSER must submit all required documents contained in Appendix C.

2.4 Written Questions

PROPOSER must submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process and enclosures by the date listed in Table 2-1:

City of Manteca
Attn: Juan Portillo, Transit Supervisor
1001 W. Center St.
Manteca, CA 95337
Fax: (209) 456-8775
Email address: jportillo@ci.manteca.ca.us

The CITY will not respond to questions received after the date and time above. The CITY will respond to PROPOSER'S questions in writing no later than 5 p.m., January 3, 2019. All communications between the CITY and individual PROPOSERS will be documented and transmitted simultaneously to all PROPOSERS.

2.5 Clarification/Interviews

PROPOSER may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the proposals are submitted. PROPOSER may be required and shall be prepared to attend an interview with the Selection Committee. The CITY may choose, at its sole option, not to interview all proposing PROPOSERS. The CITY may reject any or all proposals submitted, or at its sole discretion, award the contract to the best PROPOSER without any interviews.

The interviews, if necessary, are tentatively scheduled for January 17, 2019. If an interview is requested, the PROPOSER will be advised of the specific time and location of the interview.

2.6 Accuracy in Reporting Requested Information

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will be, at the CITY'S sole discretion grounds for removal of a proposal from further consideration. In the event a PROPOSER is awarded a contract as a result of this RFP, any inaccurate or misleading information subsequently discovered by CITY to be a part of the proposal will be, at the CITY'S sole discretion, grounds for PROPOSER'S termination by default under the terms of the contract.

Section 3 Proposal Requirements

3.1 Insurance

PROPOSER at its own expense, shall procure, and maintain for the duration of the Contract, the following insurance policies and endorsements with insurer licensed in the State of California possessing a Best's rating of no less than A:VII and shall provide evidence of such insurance to CITY as may be required by the Risk Manager of the CITY. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the CITY by registered mail, return receipt requested, for all of the following stated insurance policies:

- Worker's Compensation. Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
- General Liability policy to provide not less than Ten Million (\$10,000,000) dollars combined single limit bodily injury and property damage per occurrence. Said policy or policies shall include, but not be limited to, coverage for:
 - Commercial general liability including premises and operations, personal injury, blanket contractual, independent contractors, and
 - Commercial automobile liability including owned, hired or leased and non-owned automobiles.

Any combination of primary and umbrella excess policies may be utilized to provide the \$10,000,000 limit. In no case shall the umbrella excess policy coverage be more limited in scope than the primary policy(ies).

- Automobile Physical Damage coverage providing comprehensive and collision coverage for actual cash values cost with maximum deductible of Ten Thousand (\$10,000) dollars per occurrence.
- Policy Endorsements. Each general liability, professional liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
 - The CITY, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("The City of Manteca additional insureds").
 - This policy shall be considered, and include a provision it is, primary as respects the CITY additional insureds, and shall not include any special limitations to coverage provided to the CITY additional insureds. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with it.
 - This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - The insurer waives all rights of subrogation against the CITY additional insureds.
 - Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY additional insureds.
 - The insurance policy and endorsements shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days written notice has

been given to the Risk Manager by registered mail, return receipt requested, at the City Administrative Services Office, 1001 West Center Street, Manteca, CA, 95337.

- Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the CITY's options, PROPOSER shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- Evidence of Insurance. PROPOSER shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the Risk Manager. Required evidence of insurance shall be filed with the Risk Manager on or before commencement of performance of this contract. Current evidence of insurance shall be kept on file with the Risk Manager at all times during the term of this contract. If PROPOSER changes or modifies insurance carrier, proof of coverage from the new carrier for the entire contract period, shall be provided to the Risk Manager for approval.
- Unsatisfactory Policies. If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- Failure to Comply. Upon failure to comply with any of these insurance requirements, this contract may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.
- Indemnity. PROPOSER agrees to defend, indemnify, and hold harmless the CITY, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of and to the extent caused by PROPOSER's negligent acts, errors, or omissions in the performance of this contract, or PROPOSER's failure to comply with any of its obligations contained in this contract; excluding, however, any claim arising out of the sole negligence or misconduct of the CITY, its officers, agents, employees, or volunteers.

3.2 Willingness to Accept Proposed Arrangements

Submission of a proposal constitutes an offer to enter into a binding legal contract with the CITY on all of the terms specified in this RFP (including Appendix A, Scope of Work, Appendix B, Federal Clauses and Requirements, Appendix C, Required Forms, Appendix D, Amenities Information, Appendix E, Transit Advertising Policy and Appendix F, Agreement for Professional Services).

Section 4 Evaluation and Selection

4.1 Evaluation and Selection Process

Proposals submitted in response to this RFP will be evaluated in accordance with the criteria set forth in below. The Evaluation Committee shall score the proposals and make a recommendation to the Project Manager as to which PROPOSERS are within the competitive range. The Project Manager will notify PROPOSERS in writing whether or not they are in competitive range.

- Interviews may be held by the Project Manager and/or her representatives with all PROPOSERS determined to be in the competitive range. The Project Manager and/or her representatives shall have the right to conduct a cost/price analysis, to review and audit all business records and related documents of any and all PROPOSERS (including any affiliate or parent company, partner, or joint venture member) to determine the fairness and reasonableness of the proposal, to contact any and all client references, and to conduct site visits and investigations. An interview and presentation may be required.
- **City Council Makes Final Determination**

After the review and scoring, the City Manager shall submit a recommendation for award of the contract to the City Council. After review and consideration of this recommendation, the City Council shall have the discretion to: 1) award the Agreement to the PROPOSER whose proposal is most advantageous to the CITY, price and other evaluation factors specified in Section 4.2 of this RFP considered, or 2) reject any and all proposals. The City Council is not bound by the recommendation of the Evaluation Committee.

Notwithstanding the above, the CITY reserves the right to make the award under this RFP based upon the initial proposals submitted.

4.2 Evaluation Criteria

Evaluation Criteria	Weight
Fees to be paid to the City (Revenue Proposal)	55
Advertising/Transit experience	20
Experience/Qualifications of Personnel assigned to contract	15
Financial Viability	10

4.3 Notification to Unsuccessful PROPOSERS

Unsuccessful PROPOSERS shall be notified of CITY'S award of the contract to the successful PROPOSER within five (5) working days of said decision.

Section 5 Protest Procedures

5.1 Definitions

The following terms as may be used in this section are defined below:

- “Proposal” refers to an offer or proposal as used in the context of this Request for Proposal.
- “Day” refers to working day of the CITY, as appropriate.
- “Date of Notification of Award” refers to the calendar date that the CITY places in the U.S. Mail an official letter informing each submitting PROPOSERS which bidding firm, corporation, partnership or individual was awarded the Contract.
- “File” or “Submit” refers to date of receipt by CITY of protest materials.
- “Interested Party” means actual or prospective PROPOSER whose direct economic interest would be affected by the award of Contract or by failure to award Contract.
- “Protester” refers to interested party filing a protest or appeal.
- “FTA” means Federal Transit Administration.

5.2 Protest Procedures

Protest Prior to Proposal Opening Protests regarding any aspect of the attached materials and CITY selection procedures must be submitted in writing (via mail, email, or FAX) to the Transit Supervisor, 1001 W. Center St., Manteca, CA, 95337, (email: jportillo@ci.manteca.ca.us), (fax: 209-923-8930), at least 10 calendar days prior to proposal deadline. The Project Manager will respond to these protests within 7 calendar days of the protest receipt with an addendum to this RFP, by express mail, email and/or fax. This action completes the pre-opening administrative protest remedy at the CITY level.

Protests After Proposal Opening/Announcement of Award. Protest regarding the CITY’S proposed selection of PROPOSER after proposal opening and award announcement must be submitted in writing (via, email, or FAX) to the Transit Supervisor, 1001 W. Center St., Manteca, CA, 95337, (email: jportillo@ci.manteca.ca.us), (fax: 209-923-8930), within five calendar days of City Council approval. The Project Manager will respond to these protests within five calendar days of protest receipt by email and/or fax. This action completes the opening/award announcement administrative protest remedy at the CITY level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available at the CITY level, an interested party may protest to the Federal Transit Administration (FTA) the award of a contract pursuant to an FTA grant. The deadline for submitting protests for FTA prior to proposal opening is within two calendar days of City response to protests submitted prior to proposal opening. The deadline for submitting protest to FTA after

opening/announcement of award is within five calendar days of City response to protests submitted after Council approval.

FTA's review of any protest will be limited to:

(1) Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.

(2) Violation of CITY'S protest procedures of CITY'S failure to review a complaint or protest.

The protest filed with FTA shall:

- (1) Include the name and address of the protester.
- (2) Identify CITY as the party responsible for the RFP process.
- (3) Contain a statement of the grounds for protest and any supporting documentation (The grounds for protest filed with FTA must be fully supported to the extent feasible. Additional materials in support of an initial protest will only be considered if authorized by the FTA regulations.)
- (4) Include a copy of the protest filed with CITY, and a copy of CITY'S decision, if any.
- (5) Indicate the ruling or relief desired from FTA.

Such protest should be sent to:

FTA Region IX
San Francisco Federal Building
90 7th Street
Suite 15-300
San Francisco, CA 94103

A copy of such protest should also be sent to the Transit Supervisor for the CITY.

APPENDIX A –SCOPE OF WORK

A. Transit Shelters and Benches

1. Several passenger shelters, trash receptacles and benches have been installed by the City. Each shelter is equipped with a double sided, solar powered advertising panel that runs the length of the right side of the shelter (except where noted, Contractor will be allowed to advertise on these shelters in a creative manner, subject to approval by the City. (see Appendix D for shelter information)
2. Locations
 - i. Union Rd. @ Lathrop Rd.
 - ii. Main St. @ Louise Ave. (NE corner)
 - iii. Main St. @ Louise Ave. (SW corner)
 - iv. Center St. @ Magnolia Ave.
 - v. W. Yosemite Ave. @ Union Rd. (north)
 - vi. Stadium Center @ Daniels St.
 - vii. W. Yosemite @ Union Rd. (south)
 - viii. S. Main St. @ Mission Ridge Dr.
 - ix. Orchard Valley Promenade Shops (in shopping center)
 - x. North Dr. @ Cottage Ave.
 - xi. Cherry Ln. @ Eucalyptus St.
 - xii. Union Rd. @ Center St. (bench only)
 - xiii. Cottage Ave. @ Northwoods Dr. (No advertising panel)
 - xiv. Main St. @ Industrial Park Dr. (No advertising panel)
 - xv. Northwoods Dr @ Yosemite Ave.

B. Advertising Management

1. Please see Appendix E for the City's Transit Advertising Policy.
2. The City reserves the right to reject inappropriate advertising, as specified in the Policy.
3. The City reserves the right to use any unused advertising space for promotional and informational purposes until the space is leased to an advertiser.

C. Reporting

1. Monthly Reporting
 - i. The successful proposer is required to remit revenues earned each month within fifteen (15) calendar days after the end of the month in which they were earned. The revenue must be accompanied by a report that includes details of:
 - a. All contracts in effect
 - b. Billings for the month
 - c. Collections for the month
 - d. Past due amounts
 - e. Total remaining balances on accounts
 - f. Contract expiration dates
2. Annual Reporting
 - i. List of advertisers.
 - ii. Type and current rates charged to advertisers for each display space.

3. The successful proposer shall furnish the City with copies of all signed contracts and correspondence (including changes in prices, lengths of contracts and cancellation notices) within a month of their execution.
4. Contract original copies and all required documents must be maintained for a period of three (3) years after final payment under the terms of the contract. However, if any audit, claim, or litigation is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been restored.

D. Maintenance Plan

1. Maintenance of all shelters and area immediately surrounding each shelter will be the responsibility of the Contractor.
 - i. Physical damage to any component of the shelter must be repaired within 7 days of notification to the City.
 - ii. Vandalism such as graffiti must be removed within 48 hours of notification by the City.
 - iii. Trash must be collected from all shelters on a regular basis. Provided maintenance plan should describe Contractor's schedule for trash collection.
 - iv. Grass and weeds must be kept under control in accordance with municipal standards.
2. All advertising shall be displayed in a neat and workmanlike manner.
3. Contractor shall maintain all displayed advertising so as to ensure its neat appearance and promptly remove all advertising which is torn or otherwise unsightly in appearance.
 - i. The City reserves the right to require the Contractor to promptly remove, at the Contractor's expense, any advertising which in the opinion of the City, is unsightly in appearance

E. Contract Expiration

1. Upon the expiration of the advertising contract, the successful PROPOSER will assign and transfer to the City all contracts for advertising on bus stops. Said contracts will then become the property of the City.

APPENDIX B – FEDERAL CLAUSES AND REQUIREMENTS

Contractor agrees to comply with the subsections of this Section and to include these requirements in all subcontracts of every tier. The following are Federal Clauses required:

FLY AMERICA REQUIREMENTS

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

ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

a. Termination for Convenience (General Provision) The City of Manteca may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Manteca to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Manteca, the Contractor will account for the same, and dispose of it in the manner the City of Manteca directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Manteca may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Manteca that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Manteca, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The City of Manteca in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Manteca's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City of Manteca setting forth the nature of said breach or default, the City of Manteca shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Manteca from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the City of Manteca elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Manteca shall not limit the City of Manteca's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The City of Manteca by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Manteca may terminate this contract for default. The City of Manteca shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or bid, the bidder or BIDDER certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Manteca. If it is later determined that the bidder or BIDDER knowingly rendered an erroneous certification, in addition to remedies available to the City of Manteca, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or BIDDER agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or BIDDER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Manteca's Transit Supervisor. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transit Supervisor. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit Supervisor shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City of Manteca, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages thereof shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Manteca and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Manteca is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Manteca, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall Anticipated DBE Level of Participation is 0.42%. A separate contract goal has not been established for this IFB.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Manteca deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offer or will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

e. The Contractor must promptly notify the City of Manteca, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not

terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Manteca.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Manteca requests which would cause City of Manteca to be in violation of the FTA terms and conditions.

APPENDIX C – REQUIRED FORMS

FORM A

ADDENDUM RECEIPT

_____ (CONTRACTOR) acknowledges it has received and read the following Addenda:

Addendum # _____

Signature _____

Signature _____

Date _____

Title _____

Company Name _____

FORM B

REVENUE BID PROPOSAL

Share of Revenue:

_____ % of Annual Income payable to the City of Manteca in FY 2019

_____ % of Annual Income payable to the City of Manteca in FY 2020

_____ % of Annual Income payable to the City of Manteca in FY 2021

_____ % of Annual Income payable to the City of Manteca in FY 2022

_____ % of Annual Income payable to the City of Manteca in FY 2023

Minimum Guarantee:

Minimum Annual Revenue Guarantee in FY 2019 \$ _____

Minimum Annual Revenue Guarantee in FY 2020 \$ _____

Minimum Annual Revenue Guarantee in FY 2021 \$ _____

Minimum Annual Revenue Guarantee in FY 2022 \$ _____

Minimum Annual Revenue Guarantee in FY 2023 \$ _____

On behalf of the entity I am authorized to represent, I understand and certify the proposed income and revenue guarantees as set forth above.

Company Name

Date

Name of Authorized Official

Title

Signature of Authorized Official

FORM C

NON-COLLUSION AFFIDAVIT FOR PROPOSER

STATE OF CALIFORNIA
COUNTY OF _____

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as (CONTRACTOR) or (subcontractor).
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Manteca, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful Contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful Contract any advantage against the City of Manteca or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Contract on the part of the proposer or any of its agents, owners, representatives, employees, or parties in interest, including this affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 201____, at _____, California.

Signed: _____

Title: _____

FORM D

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
_____, that:

1. No Federal appropriated funds have been paid or will be paid, by on or behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative Contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form LLL-- Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, loans, and cooperative Contracts) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, of 201____.

Signature of Authorized Official _____

Title of Authorized Official _____

FORM E

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM/
EQUAL EMPLOYMENT OPPORTUNITY**

PROPOSER: _____

In accordance with Title 49, Code of Federal Regulations, Part 23, California Public Contracts Code Section 10115, and other applicable Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) rules and regulations, the CONTRACTOR declares that it had made an effort to comply with established DBE goals, and that it has made a good faith effort meet established EEO goals, as evidenced below:

1. CONTRACTOR'S overall DBE participation rate: _____

2. Names/Locations of DBE's contracted by CONTRACTOR:

3. Names/Locations of DBE's selected by CONTRACTOR:

4. CONTRACTOR'S workforce breakdown by race and gender:
 Total employees (as of _____): _____

JOB CATEGORIES	EMPLOYEES									
	Male					Female				
	Wht	Blk	Hsp	Asn	Nat	Wht	Blk	Hsp	Asn	Nat
Officials & Managers										
Professional										
Technical										
Sales										
Office/Clerical										
Craftsmen										
Laborers										
Service										

DBE/EEO Certification
Page 2

Note: The above DBE/EEO Affidavit is part of the CONTRACTOR'S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

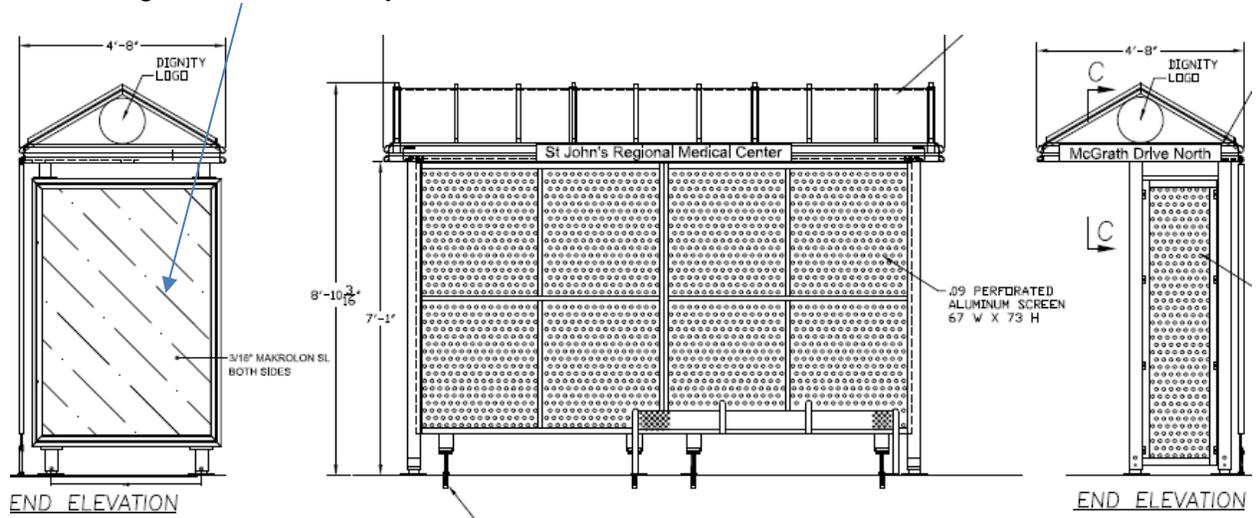
By: _____

Title: _____ Date: _____

APPENDIX D – AMENITIES INFORMATION

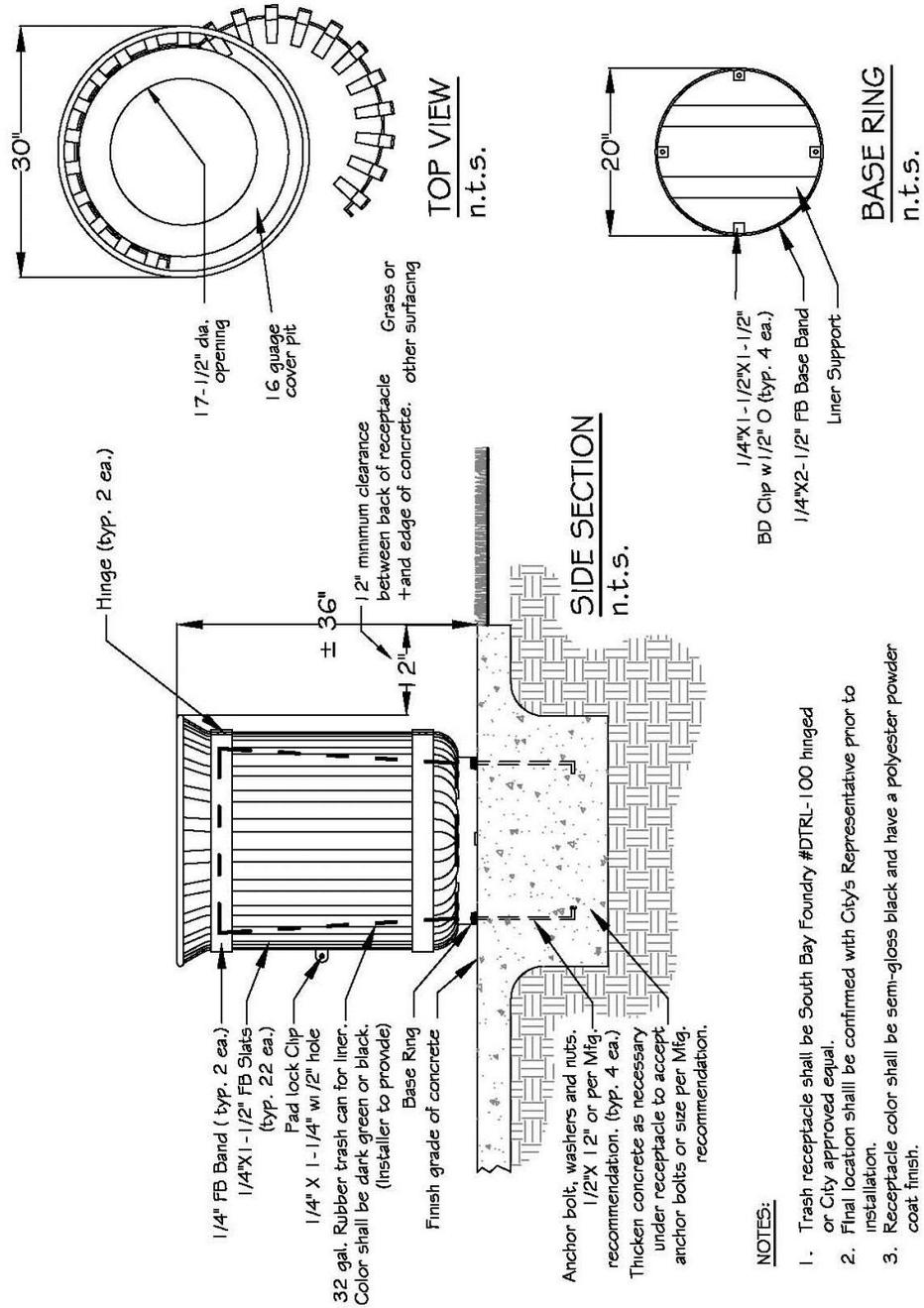
Shelter Information (Example Only)

Advertising on this Panel Only



Trash Receptacle Information

32 GAL. HINGED TRASH RECEPTACLE



NOTES:

1. Trash receptacle shall be South Bay Foundry #DTRL-100 hinged or City approved equal.
2. Final location shall be confirmed with City's Representative prior to installation.
3. Receptacle color shall be semi-gloss black and have a polyester powder coat finish.

NO.	REVISED	BY
DRAWN BY:		K. REED
CHECKED BY:		
SCALE:		NONE

HINGED TRASH RECEPTACLE

CITY OF MANTECA
PARKS & RECREATION DEPARTMENT

APPROVED BY:
PARKS & RECREATION DIRECTOR
DRAWING NO.
DATE: JAN 2005

APPENDIX E – TRANSIT ADVERTISING POLICY

City of Manteca

Transit Advertising Policy

Manteca Transit provides public transportation services within the City of Manteca and is engaged in the sale of advertising in and upon the property and rolling stock of the City. The City defines “Transit Facilities” which is advertising displayed on bus shelters and buses within the service area. The Advertising Policy (“Policy”) shall apply to the sale of all forms of advertising on all Transit Facilities owned and/or managed by the City.

I. PURPOSE

Manteca Transit sells space on its Transit Facilities for the display of advertising. The purpose is to raise revenues, supplementary to those from fares, to be used to finance Manteca Transit’s operations. The display of advertising is solely for this purpose.

II. PERMITTED ADVERTISING

The display of Permitted Advertising on the exterior of the Transit Facilities (“Exterior Advertising”) is intended only to supplement fare revenue and other income that fund the City’s transit operations and to promote the City’s transit operations. In order to realize the maximum benefit from the sale of space, the advertising program must be managed in a manner that will procure as much revenue as practicable, while ensuring that the advertising is of a type that does not discourage that use of the transit systems, does not diminish the City’s reputation in the community or the good will of our patrons, and is consistent with the principal purpose of providing safe and efficient public transportation. To attain these objectives, the Manteca City Council has established the following regulations governing Transit Advertising. Transit Advertising permitted under this section cannot contain displays or messages that qualify as Excluded Advertising, as defined below under Section III.

III. EXCLUDED ADVERTISING APPLICABLE TO TRANSIT FACILITY ADVERTISING

Advertising cannot be displayed or maintained on Transit Facilities if information contained in the advertisement falls within one or more of the following categories of Excluded Advertising:

1. False, misleading, or deceptive
2. Clearly defamatory or likely to hold up to scorn or ridicule a person or group of persons.
3. Obscene or pornographic.
4. In advocacy of imminent lawlessness or violent action.
5. Displays weapons that appear to be aimed or pointed at the viewer or observer in a menacing manner.

6. Promoting alcohol or tobacco products and their use.
7. Promoting unlawful or illegal good, services or activities.
8. Promotes vandalism of advertising materials and associated City property.
9. Intellectual property infringement, including piracy or infringement of copyright, trade dress, service mark, title or slogan.
10. Unauthorized endorsement.

For purposes of this Policy, the following definition applies:

Unauthorized endorsement advertising is advertising that implies or declares that the City endorses a product, service, point- of- view, event or program. The prohibition against endorsements does not apply to advertising for a service, event or program for which the City is an official sponsor, cosponsor or participant.

IV. ADMINISTRATION AND ENFORCEMENT OF POLICY

A. Review by Contractor

The contract shall incorporate this Policy into its advertising management contracts. The City's Contractor shall submit for display on the Transit Facilities only advertisements that comply with the standards set forth in this Policy. If the Contractor is in doubt whether an advertisement complies with the standards set forth in this Policy, then the Contractor shall notify the City's Project Manager or designee, of the specific standard or standards of this Policy with which the Contractor believes the advertisement may not comply.

B. Review by Project Manager

If the Contractor determines that an advertisement may not comply with the Policy in Section A, the Contractor shall send the advertisement and supporting information (the name of the advertiser, the size and number of the proposed advertisements, the dates and locations of proposed display, and notation of standards of concern) to the Project Manager, or designee, for review. The Project Manager shall review the advertisement and supporting information to determine whether or not the advertisement complies with this Policy. If the Project Manager determines that the advertisement does not comply with this Policy, he or she shall, in writing, specify the standard or standards with which the advertisement does not comply, and shall so notify the Contractor.

C. Notification to Advertiser

The Contractor will send prompt, written notification to the advertiser of the rejection of the advertisement and will include in that notification a copy of this Policy and written specification of which standard or standards the advertisement fails to comply with. A copy of the rejection notification will also be forwarded to the Project Manager for file.

D. Appeal to City Manager

Rejection of an advertisement may be appealed to the City Manager, or designee, by written notification to the Project Manager. The City Manager will allow the advertiser and the Project Manager to present any argument or evidence they wish to offer. The City Manager's decision shall be final.

APPENDIX F – PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this ____ day of _____, 20____, by and between the **CITY OF MANTECA**, a public body, corporate and politic ("City") and _____, a _____ corporation ("**Consultant**").

RECITALS

Consultant is specially trained, experienced, and competent to perform the professional services required by this Agreement.

Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions specified herein.

City desires to retain **Consultant** to render the professional services set forth in this Agreement.

AGREEMENT

1. Scope of Services. **Consultant** shall perform the _____ services described in the attached Attachment 1 that is incorporated by this reference, and pursuant to the Proposal submitted by **Consultant** dated _____, and attached hereto as Attachment 2. **Consultant** shall provide these services at the time, place, and in the manner specified in Attachment 1, subject to the direction of the City through its staff that may be provided from time to time. Performance of the _____ services is sometimes referred to herein as “the Project.”

2. Work Through City Staff. **Consultant** shall perform its services pursuant to this Agreement solely through City staff. No communications, information or documentations shall be made directly to any applicant to the City without the prior written consent of the City. This shall not apply to the sole request of information or clarification of information by **Consultant** from the applicant. All requests shall be noted to City in an expeditious manner.

3. Time of Performance. **Consultant's** services will commence upon execution of this Agreement and shall be completed in accordance with the Schedule of Activities, attached hereto as Attachment 3. All work shall be completed no later than _____. Failure to submit work products in accordance with the Schedule of Activities may result in the City withholding progress payments. Repeated failure to complete work products in accordance with the Schedule of Activities may result in a reduction of the total compensation provided for in Section 4 herein.

4. Compensation. Without additional authorization from the City, compensation to be paid to **Consultant** shall not exceed _____ DOLLARS (\$_____). Payment by City under this Agreement shall not be deemed a waiver of any defects, even if those defects were known to the City at the time of payment.

5. Method of Payment. **Consultant** shall submit monthly billings to City specifying and describing the work performed during the preceding month. **Consultant's** bills shall include a brief description of the services performed, the date the services were performed, the number of hours expended and by whom, and a description of any reimbursable expenditures. Full payment of each task will only be made at such time as each task is completed.

City shall pay **Consultant** no later than 30 days after approval of the monthly invoice by City staff. Payments may be delayed by City if **Consultant** fails to provide services in accordance with the Schedule of Activities, unless the City has provided prior written consent to any delay in the schedule.

6. Extra Work. At any time during the term of this Agreement, City may request that **Consultant** perform Extra Work. As used herein, the term "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. **Consultant** shall not perform, nor be compensated for, Extra Work without the City's prior written authorization.

7. Termination. This Agreement may be terminated by the City immediately for cause, or by either party without cause upon 15 days' prior written notice of termination. Upon termination, **Consultant** shall be entitled to compensation for services performed up to the effective date of termination upon submittal of an invoice for same.

8. Ownership of Documents; Confidentiality.

a. All plans, studies, documents, and other writings prepared by and for **Consultant**, its officers, employees, agents, and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City upon payment to **Consultant** for such work. City shall have the sole right to use such materials in its discretion without further compensation to **Consultant** or to any other party. **Consultant** shall, at **Consultant's** expense, provide such reports, plans, studies, documents and other writings to City upon written request by City. **Consultant** shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose.

b. All memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data, either created by or provided to **Consultant** in connection with the performance of this Agreement, shall be held confidential by **Consultant**. These materials shall not, without the City's prior written consent, be used by **Consultant** for any purposes other than the performance of the services under this Agreement. Nor shall these materials be disclosed to any person or entity not connected with the performance of services under this Agreement. Nothing furnished to **Consultant** that is otherwise known to **Consultant**, or is generally known, or has become known to the related profession shall be deemed confidential. **Consultant** shall not use City's name or insignia, photographs relating to the Project for which **Consultant's** services are rendered, or any publicity pertaining to the **Consultant's** services under this Agreement in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the City's prior written consent.

9. Consultant's Books and Records.

A. Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City, for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.

B. Consultant shall maintain all records that document performance under this Agreement for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address specified in Section 16 of this Agreement.

D. Where City has reason to believe that records or documents may be lost or discarded due to the dissolution or termination of Consultant's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to these records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

10. Independent Contractor. In the performance of the work and services required by this Agreement, Consultant shall act as and be an independent contractor and not an agent, or employee of the City. Consultant shall obtain no rights to retirement or other benefits that accrue to City's employees, and Consultant expressly waives any claim it may have to any such rights.

11. Interest of Consultant.

A. Consultant represents that neither it nor any employee has any investment or interest in real property, and shall not acquire any such interest, direct or indirect, within the area covered by this Agreement, or any other source of income, interest in real property, or investment that would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further represents that, in the performance of its duties hereunder, no person having any such interest shall perform any services under this Agreement.

B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- (1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City, or of any City official, other than normal Agreement monitoring; and

- (1) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant.

A. City is relying upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

B. The primary provider of the services required by this Agreement shall be _____. A list of other individuals assigned to the Project will be provided to City for its review and approval, and these individuals shall not be replaced without the City's prior written consent.

13. Compliance with Laws. Consultant shall use the customary standard of care in its profession to comply with all applicable federal, state, and local statutes, codes, ordinances, and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals that are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals that are legally required of Consultant to practice its profession.

15. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of Consultant's performance of this Agreement, or Consultant's failure to comply with any of its obligations contained in this Agreement; excluding, however, any claim arising out of the active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Insurance Requirements.

A. Job specific insurance requirements can be found on the attached Attachment 4. Other insurance provisions can be found below:

B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing an A.M. Best's rating of no less than A:VII and shall be endorsed with language substantially as follows:

- (1) The City, its elected and appointed officers, officials, employees, agents and volunteers are to be covered as

additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work.

- (2) The policy shall be considered primary insurance as respects the City, its elected and appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (3) The insurance shall apply to each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (4) The insurer waives all rights of subrogation against the City, its elected and appointed officers, officials, employees, and agents.
- (5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officers, officials, employees, agents, or volunteers.
- (6) The insurance provided by the policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days written notice has been received by the City.
- (7) The City will not accept any endorsements that were issued in 2004. Acceptable endorsement forms are CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, **Consultant** shall demonstrate financial capability for payment of those deductibles or self-insured retentions.

D. Certificates of Insurance. **Consultant** shall provide to City certificates of insurance with original endorsements as evidence of the required insurance coverage. Certificates of insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Manteca
1001 W. Center Street
Manteca, CA 95337
Attention: _____

If to **Consultant**: _____

Attention: _____

18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and **Consultant**. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in their entirety by this Agreement.

19. Amendments. This Agreement may be amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of **Consultant**. Assignments of any or all rights, duties, or obligations of the **Consultant** under this Agreement will be permitted only with the express written consent of the City. **Consultant** shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, **Consultant** shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay any monies due to any such subcontractor other than as may be required by law.

21. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

23. Controlling Law; Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California, and any legal action relating to this Agreement shall take place in the Superior Court, County of San Joaquin.

24. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

25. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five

mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

27. Authority to Enter Agreement. **Consultant** warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants to the other that the signatories to this Agreement have the legal power, right, and authority to enter into this Agreement and to bind each party.

28. Prohibited Interests.

A. **Consultant** warrants that it has not employed or retained any person, other than a bona fide employee working solely for **Consultant**, to solicit or secure this Agreement. Further, **Consultant** warrants that it has neither paid nor agreed to pay any person, other than a bona fide employee working solely for **Consultant**, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

B. For the term of this Agreement, no member, officer, or employee of City, during the period of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. **Consultant** represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

30. Precedence. In case of conflict between **Consultant's** Proposal dated ____ and this Agreement (which includes Attachment 1 and Attachment 3) this Agreement and its attachments shall take precedence over **Consultant's** proposal.

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TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:

(Signature)

*(Type name of Consultant/form of organization)**

Tim Ogden, City Manager

ATTEST:

By: _____

(Signature)

(Signature)

Lisa Blackmon, City Clerk

(Type name and title)

By: _____

(Signature)

COUNTERSIGNED:

(Type name and title)

(Signature)

Address: _____

Jeri Tejada, Finance Director

Telephone: _____

COUNTERSIGNED:

(Signature)

Joe Kriskovich, Director of Risk Management

APPROVED AS TO FORM:

(Signature)

John Brinton, City Attorney