



Request for Proposals # 274-BusAd-2024

Title: Management Services for GoRaleigh Bus Advertising Program

Issue Date: August 26, 2024 no later than 5:00PM EST

Due Date: September 13, 2024 no later than 5:00PM EST

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: *Transportation*

Direct all inquiries concerning this RFP to:

Andrea Epstein

Community Relations Manager

Email: andrea.epstein@raleighnc.gov

Table of Contents

1.	Introduction	2
1.1	Purpose	2
1.2	Background.....	2
1.3	RFP Timeline	3
1.4	Pre-Proposal Conference	3
1.5	Proposal Question	3
1.6	Proposal Submission Requirements & Contact Information	4
1.7	MWBE Participation Form	5
1.8	Rights to Submitted Material.....	5
1.9	Communications	6
1.10	Lobbying	6
1.11	Conflicts of Interest	6
1.12	Proposer Expenses	7
1.13	Proposer Acceptance	7
2.	Proposals	7
2.1	Request for Proposals Required Document Format	8
2.2	RFP Documents	10
3.	Proposal Evaluation	10
3.1	Proposal Evaluation Criteria (Stage 1).....	10
3.2	Interview/Demonstration (Stage 2)	11
3.3	Final Selection	11
3.4	Notice to Proposers Regarding RFP Terms & Conditions	12
3.5	Contract Term.....	12
4.	Scope of Services.....	12
1.	Scope and Intent.....	13
2.	Proposer Requirements.....	14
3.	Share of Revenue/Minimum Guarantee.....	15
4.	Current Active Advertising Contracts	15
5.	Method of Payment to City of Raleigh (GoRaleigh)	16
6.	Proposer Instructions	18
7.	Proposer Form.....	18
	Appendix I – Proposal Cost Form	20
	Appendix II – Proposer Questionnaire	21
	Appendix III – Reference Questionnaire (Instructions)	22
	Appendix III – Reference Questionnaire Form	23
	Appendix IV – MWBE Participation Form.....	25
	Appendix V – Contract Standard Terms & Conditions.....	26

Appendix VI – Exceptions to RFP	36
Appendix VII – Advertising Policy.....	38
Appendix VIII – Bus Fixed Route Fleet	42
Appendix IX – Example Contract	49

1 INTRODUCTION

1.1 Purpose

The City of Raleigh (COR) is soliciting proposals from one or more firm(s) with which to contract for the following services:

The Department of Transportation, Transit Division is requesting proposals from qualified professional firms for the purpose of obtaining a firm to manage transit advertising services on GoRaleigh assets.

A detailed scope of services is provided in Section 4 of this document.

All information related to this solicitation, including any addenda, will be posted to the North Carolina electronic Vendor Portal (eVP) at <https://evp.nc.gov/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
<i>Andrea Epstein</i>	<i>andrea.epstein@raleighnc.gov</i>

Questions submitted via telephone will not be answered.

1.2 Background

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21st Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21st Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

GoRaleigh is the City's public transit bus service for all residents in the City of Raleigh and Wake County. GoRaleigh operates 86 buses, serving approximately 17,000 passengers per day, and covers a territory of 144 square miles. The system currently

operates service on weekdays, Saturdays and Sundays. GoRaleigh’s funding is provided annually from the City’s general fund, the Federal Transit Administration, the state and the Wake County ½ cent transit tax.

1.3 Request for Proposal (RFP) Timeline

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST):

RFP Process	Date and Time
RFP Advertisement Date	August 26, 2024
Pre-Proposal Conference	September 3, 2024 at 2 p.m. EST. Hosted on Teams: Join the meeting now
Deadline for Written Questions	September 6, 2024 at 5 p.m. EST.
City Response to Questions	September 11, 2024 no later than 5 p.m. EST.
Proposal Due Date and Time	September 27, 2024 no later than 5 p.m. EST.
Evaluation Meeting	October 7, 2024
Selection Announced	October 8, 2024 by 5 p.m. EST.

1.4 Pre-Proposal Conference

If the City of Raleigh elects to conduct a Pre-Proposal Conference or Site Visit, attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective Proposers are encouraged to submit written questions in advance. Date, time, and location of pre-proposal conference is shown above in the RFP Timeline (Section 1.3).

1.5 Proposal Questions

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquires. The firm’s failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm’s acceptance of all City’s terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina electronic Vendor Portal ([eVP](#)). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

It is important that all Respondents submitting to this RFP periodically check [eVP](#) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Andrea Epstein	Andrea.epstein@raleighnc.gov

Questions submitted via telephone will not be answered.

1.6 Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section 2 (PROPOSALS), and be addressed and submitted as follows:

<u>DELIVERED BY US POSTAL SERVICE MAIL:</u>	<u>DELIVERED BY OTHER DEIVERY SERVICES:</u>
City of Raleigh ATTN: Andrea Epstein Raleigh Union Station 510 W Martin Street, Lower Mezzanine [2nd floor] Raleigh, NC 27601 RFP No. 274-Bus Ad-2024	City of Raleigh ATTN: Andrea Epstein Raleigh Union Station 510 W Martin Street, Lower Mezzanine [2nd floor] Raleigh, NC 27601 RFP No. 274-Bus Ad-2024

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, the *RFP number* and the *RFP Title*.

Proposers must submit:

- A. one (1) signed original;
- B. one (1) electronic version of the signed proposal;
- C. five (5) USB drives with final proposal and;
- D. one (1) paper copy of the signed proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in RFP Timeline (Section 1.3). Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix VI: Exceptions to the RFP and submitted with the proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right

to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

1.7 MWBE Participation Form

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your proposal.

1.8 Rights to Submitted Material

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. ***Any proprietary data must be clearly marked.*** In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals. Proposals marked entirely as "confidential", "proprietary", or "trade secret" will be considered non-responsive and will be removed from the evaluation process.

1.9 Communications

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1 (Purpose), prior to the deadline provided in the RFP Timeline (Section 1.3). Violation of this provision may result in the firm's proposal being removed from consideration.

1.10 Lobbying

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the

State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

1.11 Conflicts of Interest

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights

of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person.

1.12 Proposer Expenses

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

1.13 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix VI Exceptions to RFP and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities and reserves the right to re-advertise this RFP with either the identical or revised scope and specifications if it is deemed to be in the best interests of the City of Raleigh to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the best interest of the City of Raleigh to do so. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

2 PROPOSALS

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

2.1 Request for Proposals Required Document Format

Responses should be divided using tabs to separate each section, listed sequentially as follows:

Tab 1: Cover Letter

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address,

telephone and email address of the individual who serves as the point of contact for this solicitation.

Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past five (5) number of years, accompanied by at least three (3) references (contact persons, firm, telephone number and email address).

Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Tab 3: Financial Information

Review and provide one of the following three (3) financial statement options:

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR

2. Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

OR

3. Include a certified, signed statement from a licensed CPA regularly engaged in the review of the firm's financial information verifying the financial viability of the firm.

All financial information, statements and/or documents provided in response to this solicitation shall be kept confidential provided that EACH PAGE is marked as follows: "CONFIDENTIAL – DO NOT DISCLOSE EXCEPT FOR THE EXPRESS PURPOSE OF PROPOSAL EVALUATION. "

"Recent" shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the Proposer's parent or related corporation/business entity shall not be considered, unless: (1) the Proposer's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The firm's failure to provide any of the above-referenced financial statements may result in the proposal being removed from consideration. Proposers are also encouraged to explain any negative financial information, and to provide documentation supporting those explanations and demonstrating the financial strength of the firm.

Tab 4: Project Understanding, Approach and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Tab 5: Team Firm, Experience and Certifications

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the Proposals and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

Tab 6: Cost

In a separate sealed envelope provide a minimum of five (5) complete copies of cost schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

2.2 RFP Documents

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

3 PROPOSAL EVALUATION

3.1 Proposal Evaluation Criteria (Stage 1)

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum interview/demonstration points a Proposer can receive is five (5) points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
Corporate Background and Experience	15		
Firm Financial Stability	15		
Project Understanding	15		
Project Approach	15		
Team Firm Experience	15		
Proposed Revenue	25		
Total Score (without Interview/Demonstrations)			
Interview/Demonstration (if applicable)			
Final Score (with Interview/Demonstrations)			

Score Points

0- Missing or Does Not Meet
Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

3.2 Interview/Demonstration (Stage 2)

A short-list of firms may be invited to Stage 2 of the evaluation process, the *Interview/Demonstration*. Interview/demonstrations are an important aspect of the evaluation process that offers the City an opportunity to see how the proposer's solution meets the critical components of the RFP.

3.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 3.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation.

After which negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

3.4 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer's responsibility to read the Instructions, the City's Standard Contract Terms and Conditions (Appendix V), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

3.5 Contract Term

The Contract shall have an initial term of three (3) years, beginning on the date of the City's signature (the "Effective Date"). At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two (2) additional one-year terms. The City will give the Contractor written notice of its intent whether to exercise each option no later than 90 days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

4 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section

1. Scope of Work

City of Raleigh Department of Transportation, Transit Division (GoRaleigh) seeks proposals from highly reputable and experienced firms for transit advertising services to market, sell,

secure and manage advertising contracts, and provide customer service for rental space on 122 buses (86 peak) and 188 (94 buses with two monitors per bus) digital bus screens. It is GoRaleigh's intention to continue to generate additional revenue through transit advertising and to maximize the advertising revenues.

The fixed routes connect residential areas with most major employment sites, healthcare facilities, educational facilities, shopping malls and other retail developments, medical complexes and local points of interest.

All GoRaleigh buses are assigned daily, so there are no specific assigned routes for advertising and the successful proposer cannot represent to potential advertisers that advertising can be route or geographically specific.

Advertising space available on fixed route buses include Kong 227" X 44" (Street Side), King 144" X 30" (Street Side), Queen 120" X 30" (Curb Side) and Tail 45" X 22" (Rear).

GORALEIGH ADVERTISING ON/IN BUSES

GoRaleigh reserves the right to use, without charge, 10 king advertising spaces, such time that space is available with a maximum of 90 days for any single campaign for GoRaleigh or the City of Raleigh. GoRaleigh or the City of Raleigh will be responsible for the production costs of any advertising signs or materials; however, Contractor will install and remove advertising materials upon request in accordance with current schedule.

GORALEIGH DIGITAL MONITORS

The Contractor shall perform for the City the following described services for digital monitors:

- Contractor shall place advertisements for products/services on all digital monitors within GoRaleigh transit buses;
- Currently, there are 188 digital monitors (two digital monitors on 94 buses). The City makes no guarantee regarding the number of monitors that will be in operation at any given time.
- Contractor shall upload and replace all ads on all operational digital monitors throughout the term of this Contract including City informational ads, this is through Luminator INFOtransit displays are controlled by Luminator's iCENTER suite of software tools. Future bus purchases may have a different display and software. Software would be made available to Contractor if any change was made.
- Production and installation of digital advertisements will be at the sole expense of the Contractor; and
- City announcement and informational ads need to be displayed once within every loop of an ad campaign or once every five minutes, whichever would result in the more frequent display of the City's ads.
- There is no limit to the number of ads the City can run for PSA announcements.
- Proofs for all advertising must be authorized by the City prior to placement any advertising.
- All advertising must comply with the City's adopted Advertising Policy see Appendix VII.

2. Proposer Requirements:

AD APPROVAL

The successful contractor will submit the illustrated/wrapped design and advertiser for each bus for prior approval by GoRaleigh. GoRaleigh reserves the right to reject any advertiser or design for the illustrated/wrapped bus.

- Proofs for all advertising must be authorized by the CITY prior to placement of any advertising.
 - Proposed advertising schemes must be presented to GoRaleigh's representative for approval prior to the application of the advertisements to any bus. If the proposed advertising is rejected, the party or parties proposing it may request that this decision be reconsidered. Upon such request, GoRaleigh representative shall consult with the City of Raleigh Attorney's Office. GoRaleigh's staff, on the basis of such consultation, shall determine whether the proposed advertising will be accepted or rejected. GoRaleigh will cooperate with the party or parties proposing the advertising in a reasonable effort to revise it in order to produce advertising that can be accepted and displayed consistently with the foregoing policies. Advertisers will be required to agree to indemnify the City of Raleigh, GoRaleigh, the Raleigh Transit Authority, their officers, and their employees, against any action brought in connection with the content of advertisements.

1. Proposer Responsibilities:

- a) Marketing; selling; securing advertising contracts and providing customer service for the rental spaces on buses and digital bus screens.
- b) Maintenance of a continuous sales effort within the Wake County area conducted by a professional staff of sufficient size to assure adequate service to all advertising clients and potential customers.
- c) Provision of all printing service on behalf of clients as may be agreed upon between the contractor and individual clients.
- d) Assuring that all displays are tasteful and of a high-quality standard with regard to artwork, sign construction materials, and ad content will be shown.
- e) Obtaining all permissions, consents, license, and releases for advertising copy and materials.
- f) All materials and services provided under the Contract, whether those materials and services are provided by the contractor, purchased ready-made, or provided by a sub-contractor.

g) Warranting that all products and/or processes utilized in production, repair and removal of all exterior advertisements during the term of the Contract shall not damage the exterior finished surface of GoRaleigh buses. In the event that damage occurs, the contractor shall reimburse GoRaleigh for its costs of repairs, labor and materials.

h) Promptly reporting use of any subcontractors and work to be performed. Contractor will be responsible for all work and will be considered the prime contractor.

i. The successful contractor will produce an updated reach and frequency report on the GoRaleigh inventory. Such report will include wrap buses and digital screen inside the buses. GoRaleigh will advise the successful contractor when to proceed with this report.

- All advertising must comply with the CITY's adopted Transit Advertising Police.

CONTRACT EXPIRATION OR END DATE

Upon the expiration of the advertising contract, the successful contractor will assign and transfer to GoRaleigh all contracts for advertising on/in the buses as assigned by contract or addenda. Said contracts will then become the property of GoRaleigh.

3. SHARE OF REVENUE/MINIMUM GUARANTEE

The amount of revenue generated for advertising sales is of great importance to GoRaleigh. The Proposer must propose to pay GoRaleigh a percentage split of gross revenues monthly and a minimum annual dollar guarantee payable in twelve (12) equal installments. The payments to GoRaleigh for the percentage of gross revenues or the minimum annual dollar guarantee payments will be paid by the 10th day of each following month.

Except for GoRaleigh advertisement, no other production costs may be included or deducted from the Monthly Revenue Remittance Report. Advertisers are solely responsible for production costs, except as specified herein. The successful Proposer shall submit a monthly report to GoRaleigh reporting all gross sales for all types of advertising sales.

4. CURRENT ACTIVE ADVERTISING CONTRACTS

GoRaleigh will assign to the successful contractor all current active advertising Contracts, including prepaid Contracts, with an expiration date that has not expired prior to an agreement between the City of Raleigh (GoRaleigh) and the successful contractor. The successful contractor will be entitled to a negotiated percentage of the remaining value as earned on all prepaid Contracts assumed as of the effective date of an agreement. The revenues earned by the successful contractor from these current active and prepaid Contracts after the agreement date shall be applied to the gross revenue and the calculations of amounts due to GoRaleigh as provided herein. The successful contractor will also pay GoRaleigh's negotiated percentage of total gross revenues of the active Contracts on a monthly basis over the term of the Contract as revenues are received and earned.

5. Method of Payment to City of Raleigh (GoRaleigh)

The successful contractor is required to remit revenues earned each month within ten (10) days after the end of the month in which they were earned. Contractor may choose to communicate revenue and advertising reports in any manner deemed beneficial to both parties; however, the revenue must, at a minimum, be accompanied by a report that includes details of bus and digital assets agreed to in the contract. Effective the first month of the agreement and each month thereafter, the successful contractor shall submit, an amount equal to one-twelfth of the annual dollar guarantee along with the gross revenue percentage split, by the 10th day of each following month. Along with the monthly revenue remittance report, the successful contractor shall furnish GoRaleigh with copies of all signed advertising contracts and related correspondence.

Submitted advertising contracts between the successful contractor and advertiser must include at a minimum:

- Advertiser's Name, Complete Address, Contact Name, Number, and Email Address
- Date of Agreement
- Term of Agreement
- Quantity and Type of Advertisement Ordered
- Guaranteed Property Placement
- Billing Amount to Advertiser Specifying Month/Year each Payment is Due
- Total Contract Value
- Signature of Authorized Representatives of Both Parties to the Agreement
- Contactor / Vendor name for install and removal

Monthly Revenue Remittance Report must at a minimum include:

- Advertiser's Name
- Contract Period
- Advertising Property Type
- Quantity Sold per Property Type
- Unit Price per Property Type
- Total Monthly Sales per Advertiser
- GoRaleigh Revenue Remittance Amount per Advertiser
- Total Monthly GoRaleigh Revenue Remittance Amount for All Advertisers
- System-wide Count of Advertising Property Inventory Sold and Unsold by

Property Type

Additional reports may be added as required by GoRaleigh.

In addition to regular written reports, communication must be made to GoRaleigh through regular meetings to be held on-site at GoRaleigh Operations Facility. The purpose of these meetings will be to review contract performance and revenue results, and future opportunities. The selected contractor will schedule reviews with GoRaleigh annually, at least 60 days prior to each contract year's anniversary and prior to renewing contract years. The successful contractor shall maintain all required records for three (3) years after final payment by the successful contractor to GoRaleigh under the terms of the operating 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 resolved. The successful contractor will permit GoRaleigh to inspect and audit all records and financial data involved in the operation of the concession during the regular business hours maintained by the successful contractor, and at such other times upon one (1) day's written notice.

The monthly payment and report are to be mailed to:

Marketing Analyst

City of Raleigh

PO Box 590

Raleigh, NC 27602

AND report to:

Sr. Fiscal Analyst

City of Raleigh

4104 Poole Rd.

Raleigh, NC 27610

Upon contractor request, GoRaleigh will allow contractor to submit reports and/or payments electronically.

GoRaleigh gross advertising revenue amounts for recent years:

- FY2017 (July 2016 – June 2017) \$162,867.80
- FY2018 (July 2017 – June 2018) \$194,807.50
- FY2019 (July 2018 – June 2019) \$449,642.50
- FY2020 (July 2019 – June 2020) \$299,080.00
- FY2021 (July 2020 – June 2021) \$286,245.00
- FY2022 (July 2021 – June 2022) \$200,101.25

- FY2023 (July 2022 – June 2023) \$136,862.50
- FY2024 (July 2023 – June 2024) \$249,000.00

6. Proposer Instructions

Each proposal that is submitted to GoRaleigh for the transit advertising RFP must contain a percentage Minimum Guaranteed Payment to GoRaleigh and Percentage of Net Collections to GoRaleigh.

The amount of any and all sales, use, gross receipts, and similar taxes imposed upon the contractor in respect to the business transacted under the contract but excluding income and property taxes. The proposer shall set forth in full in its proposal the proposed terms of contract and financial benefit to GoRaleigh for transit advertising in and on GoRaleigh's buses. The proposer shall indicate the percentage of revenue to be paid to GoRaleigh, which may vary by year and by projected revenue in any year. Proposer may include a guaranteed minimum annual payment to GoRaleigh, regardless of the contractor's gross revenues from its advertisers. If a guarantee is proposed, the guarantee will be renegotiated in the event that GoRaleigh's fleet size and/or the amount of authorized advertising space is reduced by ten (10) percent or more at any time during the period of the contract. No posting charges, removal and/or any other miscellaneous fees may be charged to GoRaleigh for the placement or removal of exterior and interior signs.

7. Proposer Form

Name of Bidder _____

Address _____

Phone # _____

Email address _____

Date _____

City Percentage of Net Collections Year 1 _____ %

City Percentage of Net Collections Year 2 _____ %

City Percentage of Net Collections Year 3 _____ %

City Percentage of Net Collections Option Year 1 _____ %

City Percentage of Net Collections Option Year 2 _____ %

Minimum Guaranteed Payment to City Year 1 \$ _____

Minimum Guaranteed Payment to City Year 2 \$ _____

Minimum Guaranteed Payment to City Year 3 \$_____

Minimum Guaranteed Payment to City Option Year 1 \$_____

Minimum Guaranteed Payment to City Option Year 2 \$_____

APPENDIX I

PROPOSAL COST FORM

Awarded Contractor shall perform the services to be performed as set forth in this RFP and more particularly described in Section 4 for total amount of

\$ _____.

Proposer shall attach proposal revenue breakdown to this Appendix I Proposal Cost Form.

Firm Name: _____

Authorized Signature _____ Date _____

Signed by: _____
[Type or Print Name]

Title of Signer: _____

APPENDIX II PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:	Fax:	E-Mail:	
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:	DUNS #		
Are you registered with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS			
Are/will you be properly insured to perform the work? YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:	Fax:	E-Mail:	
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references. PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
1.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
2.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
3.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
4.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
5.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:		Date:	

APPENDIX III

REFERENCE QUESTIONNAIRE (Instructions)

274-Bus Ad-2024

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

APPENDIX III

REFERENCE QUESTIONNAIRE FORM

274-Bus Ad-2024

(Name of Business Requesting Reference)

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, **Andrea Epstein**, via email to **andrea.epstein@raleighnc.gov** no later than **5 p.m. EST, September 27** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

Company Providing Reference

Contact Name and Title/Position

Contact Telephone Number

Contact Email Address

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this company's knowledge and expertise?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments:

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

3= Excellent

2= Satisfactory

1= Unsatisfactory

0= Unacceptable

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?
 3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

5. How would you rate the dynamics/interaction between the company and your staff?
 3= Excellent 2= Satisfactory 1= Unsatisfactory 0= Unacceptable

Comments:

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments:

7. With which aspect(s) of this company's services are you most satisfied?

Comments:

8. With which aspect(s) of this company's services are you least satisfied?

Comments:

9. Would you recommend this company's services to your organization again?

Comments:

APPENDIX V

CONTRACT STANDARD TERMS AND CONDITIONS

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

1. Compensation; Time of Payment

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to (accounts payable@raleighnc.gov) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. Non-discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

4. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

5. Assignment

This Contract may not be assigned without the express written consent of the City.

6. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

7. Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

Certificate of Insurance – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or

written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590**

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Professional Liability – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

8. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

9. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets

invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

10. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

11. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

13. Communications

If communications to the public and/or City employees are required as part of the Contractor's scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan ("Communications Plan") that must

first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 13, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 5, above, as part of the contact information for the Contractor representative identified in Section 5, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City's brand and communications guidelines, as the same may be amended or modified from time to time.

The City's current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City's website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 13, "Communications" is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

a. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City's Communications Department. This is to ensure that the Communications Plan: (i) complies with the City's brand and communication guidelines; (ii) integrates with the City's other communications channels and digital strategy; (iii) meets accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

b. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor's scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

- i. Using proper headings and lists
- ii. Using unique links
- iii. Using alternative text and captions
- iv. Using more white space
- v. Dividing content into more manageable pieces
- vi. Making forms manageable by breaking them into multiple, sequential steps
- vii. Providing a logical reading order
- viii. Being consistent with fonts, colors and locations of page elements
- ix. Offering keyboard access
- x. Offering content in multiple formats
- xi. Understanding minimum contrast

c. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

- i. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with [Limited English Proficiency \(LEP\)](#).

d. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 13.

- i. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.
- ii. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:
 1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.
 2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.
 3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

14. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

15. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and

approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

b. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

c. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

16. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

17. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

18. Right to Audit and Access to Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

19. E – Verify
Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor’s knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.

20. Iran Divestment Act Certification
Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

21. Companies Boycotting Israel Divestment Act Certification
Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

APPENDIX VI

EXCEPTIONS TO THE RFP

CHECK ONE:

NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.

EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm:	Authorized Signature:	Title:
Printed Name of Signer:	Date:	

Appendix VII

BUS ADVERTISING POLICY

In addition to the promotion of City of Raleigh programs, products, services, or initiatives, GoRaleigh (Capital Area Transit) is authorized to sell space in and/or on approved assets for the display of Commercial Advertising. The purpose is to raise revenues, supplementary to those from fares and other sources, to be used to finance the system's marketing program and various public outreach initiatives. The display of advertising is solely for this purpose. It is not intended to provide a general public forum or a limited public forum for purposes of communication, but rather to make use of property held in a proprietary capacity in order to generate revenue.

In order to realize the maximum benefit from the sale of advertising space and generate revenue, the paid transit advertising will be managed in a manner that generates as much revenue as practicable, while ensuring the advertising does not discourage the use of the transit system, does not diminish GoRaleigh's (CAT) reputation or image in the communities it services, does not diminish the goodwill of its patrons and is consistent with GoRaleigh's (CAT) mission & vision to provide safe and efficient public transportation. To attain these objectives, the Raleigh Transit Authority (RTA) has established the following policies regulating the display of paid advertising in and/or on the approved assets outlined in section 2.1.

2.0- Policy on Use of GoRaleigh (CAT) Advertising Space

2.1- Assets Approved to Display Paid Advertisements:

1. Exterior of GoRaleigh (Capital Area Transit) Buses
2. Interior of R-LINE Buses

2.2- All advertising displayed in and/or on approved GoRaleigh (CAT) assets shall promote City of Raleigh programs, products, services, or initiatives or be commercial in nature and purpose.

2.3- Commercial Advertising is defined as advertising the sole purpose of which is to sell or rent real estate or personal property for profit, or to sell services for profit. Commercial Advertising does not include advertising that both offers to sell property or services and/or conveys information about matters of general interest, political issues, religious, moral, environmental matters or issues, other public matters or issues, or expresses, advocates opinions or positions upon any of the foregoing.

2.5- GoRaleigh (CAT), in order to serve the purpose for which it is established, must of necessity accommodate all persons without distinction of age. It is therefore necessary to exclude advertising unsuitable for exposure to persons of young age and immature judgment. The following kinds of advertising therefore

will not be permitted:

a. Advertising for tobacco or smoking products, including but not limited to cigars, cigarettes, pipe tobacco, chewing tobacco, and other smoking or tobacco related products.

b. Advertising for products or services related to human reproduction or sexuality, including but not limited to contraceptive products or services, other products or services related to sexual hygiene, and counseling with regard to pregnancy, abortion, or other reproductive or sexual matters.

c. Advertising for products, services or entertainment directed to sexual stimulation.

d. Advertising for alcohol products such as beer, wine, distilled spirits or any licensed alcoholic beverage.

e. Advertising for any type of gambling products or services with a concept of wagering money and/or items of material value with an uncertain outcome, and with the primary intent of winning additional money and/or material goods.

2.6- Advertising that explicitly and directly promotes or encourages the use of means of commercial transportation in direct competition with GoRaleigh (CAT) shall not be permitted.

2.7- No advertising shall be permitted that in any way denigrates GoRaleigh's (CAT) organization, operation, or its officers, agents, or employees. This prohibition includes advertising copy and illustrations that state, imply, or could reasonably be expected to cause an inference, or that GoRaleigh's (CAT) services or operations are anything but safe, efficient, affordable and convenient.

2.8- Use of GoRaleigh's (CAT) name, logo, slogans or other graphic representations is subject to advance approval by GoRaleigh (CAT). GoRaleigh (CAT) will not endorse or imply endorsement of any product or service.

2.9- GoRaleigh (CAT) expects all advertising copy to be truthful. Advertising copy and illustrations should not be exaggerated, distorted or deceptive. Medical products or treatments are to be treated in a restrained and inoffensive manner. Testimonials are expected to be authentic.

Advertising that promotes contests or giveaways is expected to comply with all applicable federal or state laws and regulations.

2.10- No advertising shall be derogatory of any person or group because of race, national origin, ethnic background, religion or gender.

2.11- No advertising shall be displayed if the display thereof would violate any federal or state law or regulation, or any law, regulation, or ordinance of any

county or municipality in or through which such vehicles are or may be operated.

2.12- No political advertising shall be permitted. For this purpose, political advertising is defined as any of the following:

a. Any advertising that supports or opposes the election of any candidate or group of candidates for election to any federal, State, or local government office;

b. Any advertising that supports or opposes any referendum conducted by the federal or state government, or by any local government, such as referenda on constitutional amendments, on bond issues, or on local legislation; or

c. Any advertising that features any person whose prominence is based wholly or in part upon his or her past or present activity in political affairs, or that represents or implies any such person's approval or endorsement of the subject matter of the advertising.

2.13- Proposed advertising schemes must be presented to GoRaleigh's (CAT) representative for approval prior to the application of the advertisements to any bus. If the proposed advertising is rejected, the party or parties proposing it may request that this decision be reconsidered. Upon such request, GoRaleigh (CAT) representative shall consult with the City of Raleigh Attorney's Office.

GoRaleigh's (CAT) staff, on the basis of such consultation, shall determine whether the proposed advertising will be accepted or rejected.

GoRaleigh (CAT) will cooperate with the party or parties proposing the advertising in a reasonable effort to revise it in order to produce advertising that can be accepted and displayed consistently with the foregoing policies.

Advertisers will be required to agree to indemnify the City of Raleigh, GoRaleigh (CAT), the Raleigh Transit Authority, their officers, and their employees, against any action brought in connection with the content of advertisements.

2.14- GoRaleigh (CAT) reserves the right to market and promote its own image and services, including co-promotions with for-profit and other non-profit entities.

3.0- Advertising Guidelines

The Raleigh Transit Authority will provide opportunities for vinyl decal exterior advertising on 100% of its vehicle fleet subject to the following guidelines:

a. The advertiser may sponsor an ad space for a minimum of 1 month and a maximum of 12 months, per contract. All advertising contracts are nonexclusive.

b. The advertiser will be responsible for initial application of vinyl decal advertisements and restoration of buses to their original paint scheme at

the conclusion of the advertisement.

c. Application of advertising and restoration of the buses will be at the expense of the advertiser.

d. Advertisers may not specify the routes or the buses on which their ads are to be placed.

Cr r gpf lz'XHK

Dwu'Hlzgf 'T qwg'Hrggv

GoRaleigh's fixed route bus fleet carries both exterior and interior (digital monitors) advertising space.

The following is a listing of GoRaleigh's current fixed route bus fleet:

T gxpwg' Hrggv	Dwu'' Pwo dgt				4246'Uvcwu
3	3539T	'12 Gillig Low Floor, 40' x 102'			Revenue
4	353:	'12 Gillig Low Floor, 40' x 102'			Revenue
5	353;	'14 Gillig Low Floor, 40' x 102'			Revenue
6	3542	'14 Gillig Low Floor, 40' x 102'			Revenue
7	3543	'14 Gillig Low Floor, 40' x 102'			Revenue
8	3544	'14 Gillig Low Floor, 40' x 102'			Revenue
9	3545	'14 Gillig Low Floor, 40' x 102'			Revenue
:	3546	'14 Gillig Low Floor, 40' x 102'			Revenue
;	3547	'14 Gillig Low Floor, 40' x 102'			Revenue
32	3548	'14 Gillig Low Floor, 40' x 102'			Revenue
33	3549	'14 Gillig Low Floor, 40' x 102'			Revenue
34	354:	'14 Gillig Low Floor, 40' x 102'			Revenue
35	354;	'14 Gillig Low Floor, 40' x 102'			Revenue
36	3552	'14 Gillig Low Floor, 40' x 102'			Revenue
37	3553	'14 Gillig Low Floor, 40' x 102'			Revenue
38	3554	'14 Gillig Low Floor, 40' x 102'			Revenue
39	3555	'14 Gillig Low Floor, 40' x 102'			Revenue
3:	3556	'14 Gillig Low Floor, 40' x 102'			Revenue

3;	3557	'14 Gillig Low Floor, 40' x 102'		Revenue
42	3558	'14 Gillig Low Floor, 40' x 102'		Revenue
43	3559	'14 Gillig Low Floor, 40' x 102'		Revenue
44	355:	'14 Gillig Low Floor, 40' x 102'		Revenue
45	355;	'14 Gillig Low Floor, 40' x 102'		Revenue
46	3823	'16 Gillig Low Floor, 40' x 102'		Revenue
47	3824	'16 Gillig Low Floor, 40' x 102'		Revenue
48	3825	'16 Gillig Low Floor, 40' x 102'		Revenue
49	3826	'16 Gillig Low Floor, 40' x 102'		Revenue
4:	3827	'16 Gillig Low Floor, 40' x 102'		Revenue
4;	3828	'16 Gillig Low Floor, 40' x 102'		Revenue
52	3829	'16 Gillig Low Floor, 40' x 102'		Revenue
53	382:	'16 Gillig Low Floor, 40' x 102'		Revenue
54	382;	'16 Gillig Low Floor, 29' x 102'		Revenue
55	3832	'16 Gillig Low Floor, 29' x 102'		Revenue
56	3833	'16 Gillig Low Floor, 29' x 102'		Revenue
57	3923	'17 Gillig Low Floor, 40' x 102'		Revenue
58	3924	'17 Gillig Low Floor, 40' x 102'		Revenue
59	3925	'17 Gillig Low Floor, 40' x 102'		Revenue
5:	3926	'17 Gillig Low Floor, 40' x 102'		Revenue
5;	3: 23	'18 Gillig Low Floor, 40' x 102'		Revenue
62	3: 24	'18 Gillig Low Floor, 40' x 102'		Revenue
63	3: 25	'18 Gillig Low Floor, 40' x 102'		Revenue
64	3: 26	'18 Gillig Low Floor, 40' x 102'		Revenue

65	3: 27	'18 Gillig Low Floor, 40' x 102'		Revenue
66	3: 28	'18 Gillig Low Floor, 40' x 102'		Revenue
67	3: 29	'18 Gillig Low Floor, 40' x 102'		Revenue
68	3: 2:	'18 Gillig Low Floor, 40' x 102'		Revenue
69	3: 2;	'18 Gillig Low Floor, 40' x 102'		Revenue
6:	3: 32	'18 Gillig Low Floor, 40' x 102'		Revenue
6;	3: 33	'18 Gillig Low Floor, 40' x 102'		Revenue
72	3: 34	'18 Gillig Low Floor, 40' x 102'		Revenue
73	3: 35	'18 Gillig Low Floor, 40' x 102'		Revenue
74	3: 36	'18 Gillig Low Floor, 40' x 102'		Revenue
75	3: 37	'18 Gillig Low Floor, 40' x 102'		Revenue
76	3: 38	'18 Gillig Low Floor, 40' x 102'		Revenue
77	3: 39	'18 Gillig Low Floor, 40' x 102'		Revenue
78	3; 23	'19 Gillig Low Floor, 40' x 102"		Revenue
79	3; 24	'19 Gillig Low Floor, 40' x 102"		Revenue
7:	3; 25	'19 Gillig Low Floor, 40' x 102"		Revenue
7;	3; 26	'19 Gillig Low Floor, 40' x 102"		Revenue
82	3; 27	'19 Gillig Low Floor, 40' x 102"		Revenue
83	3; 28	'19 Gillig Low Floor, 40' x 102"		Revenue
84	3; 29	'19 Gillig Low Floor, 40' x 102"		Revenue
85	3; 2:	'19 Gillig Low Floor, 40' x 102"		Revenue
86	3; 2;	'19 Gillig Low Floor, 40' x 102"		Revenue
87	3; 32	'19 Gillig Low Floor, 40' x 102"		Revenue
88	3; 33	'19 Gillig Low Floor, 40' x 102"		Revenue

89	3; 34	'19 Gillig Low Floor, 40' x 102"		Revenue
8:	3; 35	'19 Gillig Low Floor, 40' x 102"		Revenue
8;	3; 36	'19 Gillig Low Floor, 40' x 102"		Revenue
92	3; 37	'19 Gillig Low Floor, 40' x 102"		Revenue
93	3; 38	'19 Gillig Low Floor, 40' x 102"		Revenue
94	3; 39	'19 Gillig Low Floor, 40' x 102"		Revenue
95	3; 3:	'19 Gillig Low Floor, 40' x 102"		Revenue
96	3; 3;	'19 Gillig Low Floor, 40' x 102"		Revenue
97	3; 42	'19 Gillig Low Floor, 29' x 102"		Revenue
98	3; 43	'19 Gillig Low Floor, 29' x 102"		Revenue
99	3; 44	'19 Gillig Low Floor, 29' x 102"		Revenue
9:	3; 45	'19 Gillig Low Floor, 29' x 102"		Revenue
9;	4328	'21 Gillig Low Floor, 40' x 102"		Revenue
: 2	4329	'21 Gillig Low Floor, 40' x 102"		Revenue
: 3	432:	'21 Gillig Low Floor, 40' x 102"		Revenue
: 4	432;	'21 Gillig Low Floor, 40' x 102"		Revenue
: 5	4332	'21 Gillig Low Floor, 40' x 102"		Revenue
: 6	4333	'21 Gillig Low Floor, 29' x 102"		Revenue
: 7	4334	'21 Gillig Low Floor, 29' x 102"		Revenue
: 8	4335	'21 Gillig Low Floor, 40' x 102"		Revenue
: 9	4423	'22 Gillig Low Floor, 40' x 102"		Revenue
::	4424	'22 Gillig Low Floor, 40' x 102"		Revenue
: ;	4425	'22 Gillig Low Floor, 40' x 102"		Revenue
; 2	4426	'22 Gillig Low Floor, 40' x 102"		Revenue

; 3	4427	'22 Gillig Low Floor, 40' x 102"	Revenue
; 4	4428	'22 Gillig Low Floor, 40' x 102"	Revenue
; 5	4429	'22 Gillig Low Floor, 40' x 102"	Revenue
; 6	442:	'22 Gillig Low Floor, 40' x 102"	Revenue
; 7	442;	'22 Gillig Low Floor, 40' x 102"	Revenue
; 8	4432	'22 Gillig Low Floor, 40' x 102"	Revenue
; 9	4433	'22 Gillig Low Floor, 40' x 102"	Revenue
; :	4434	'22 Gillig Low Floor, 40' x 102"	Revenue
; ;	4435	'22 Gillig Low Floor, 40' x 102"	Revenue
322	4436	'22 Gillig Low Floor, 40' x 102"	Revenue
323	4437	'22 Gillig Low Floor, 40' x 102"	Revenue
324	4438	'22 Gillig Low Floor, 40' x 102"	Revenue
325	4439	'22 Gillig Low Floor, 40' x 102"	Revenue
326	443:	'22 Gillig Low Floor, 40' x 102"	Revenue
327	443;	'22 Gillig Low Floor, 40' x 102"	Revenue
328	4442	'22 Gillig Low Floor, 40' x 102"	Revenue
329	4443	'22 Gillig Low Floor, 40' x 102"	Revenue
32:	4444	'22 Gillig Low Floor, 40' x 102"	Revenue
32;	4445	'22 Gillig Low Floor, 40' x 102"	Revenue
332	4446	'22 Gillig Low Floor, 40' x 102"	Revenue
Grgvle'Hrggv			
333	4323	'21 Proterra ZX5+, 40' x 102"	Revenue
334	4324	'21 Proterra ZX5+, 40' x 102"	Revenue
335	4325	'21 Proterra E2 RR, 35' x 102"	Revenue

336	4326	'21 Proterra E2 RR, 35' x 102"		Revenue
337	4327	'21 Proterra E2 RR, 35' x 102"		Revenue
Gzr cpukqp'Hrggv				
3	4447	'22 Gillig Low Floor, 40' x 102"		Not in Service
4	4448	'22 Gillig Low Floor, 40' x 102"		Not in Service
5	4449	'22 Gillig Low Floor, 40' x 102"		Not in Service
6	444:	'22 Gillig Low Floor, 40' x 102"		Not in Service
7	84523	'23 New Flyer XN60, 60' x 102"		Not in Service
8	84524	'23 New Flyer XN60, 60' x 102"		Not in Service
9	84525	'23 New Flyer XN60, 60' x 102"		Not in Service
:	84526	'23 New Flyer XN60, 60' x 102"		Not in Service
;	84527	'23 New Flyer XN60, 60' x 102"		Not in Service
32	84528	'23 New Flyer XN60, 60' x 102"		Not in Service
33	84529	'23 New Flyer XN60, 60' x 102"		Not in Service
Eqv\pi gpe{ 'Hrggv				
3	4: 43	'08 Gillig Low Floor 35' x 102"		Awaiting Disposal
4	4: 46	'08 Gillig Low Floor 35' x 102"		Awaiting Disposal
5	34; 3T	'09 Gillig Low Floor, 40' x 102'		Awaiting Disposal
6	34; 4	'09 Gillig Low Floor, 40' x 102'		Contingency
7	34; 6	'09 Gillig Low Floor, 40' x 102'		Contingency
8	34; 7T	'09 Gillig Low Floor, 40' x 102'		RPD Contingency
9	34; :	'09 Gillig Low Floor, 40' x 102'		Contingency
:	34; ;	'09 Gillig Low Floor, 40' x 102'		Contingency

;	3524	'09 Gillig Low Floor, 40' x 102'		Contingency
32	3526	'09 Gillig Low Floor, 40' x 102'		Contingency
33	3529	09 Gillig Low Floor, 40' x 102'		Contingency
34	3532	'11 Gillig Low Floor, 40' x 102'		Contingency
35	3533	'11 Gillig Low Floor, 40' x 102'		Contingency
36	3534T	'11 Gillig Low Floor, 40' x 102'		Contingency-Training
37	3537	'11 Gillig Low Floor, 40' x 102'		Awaiting Disposal
38	3538	'11 Gillig Low Floor, 40' x 102'		Contingency

The following buses cannot have ads placed on them:

30 ft buses, Electric buses, Articulated buses and Contingency fleet.

Appendix IX

Example Contract

BUS ADVERTISING CONTRACT

This contract is entered between the CITY OF RALEIGH (“CITY”), a municipal corporation, and XXX (“ADVERTISER”).

WITNESSETH:

WHEREAS, ADVERTISER desires to advertise its product/service in and around the City of Raleigh on the exterior of (number) GoRaleigh transit buses; and

WHEREAS, the CITY is willing to provide the opportunity to allow vinyl wrap [(Ad Size) bus advertising], exterior bus advertising on these buses in accordance with the terms and conditions specified in this contract; and

WHEREAS, it is in the best interest of both parties to develop a vinyl wrap [(Ad Size) bus advertising], promotion under the terms and conditions set forth below;

THEREFORE, in consideration of the mutual terms and promises herein contained, the parties agree as follows:

1. TERM

This Contract shall begin (Start Date) and shall end on (End Date). Either party may cancel this contract for any reason upon thirty days advance written notice, but if ADVERTISER cancels the contract, it may not recover any payments made to the City on or before the date of cancellation even if those payments were made for services that ADVERTISER cancels.

2. VINYL WRAP (Ad Size) ADVERTISING ON CITY BUSES.

2.1. GRANT OF CERTAIN ADVERTISING RIGHTS.

The CITY shall allow the ADVERTISER to use (Number of Ads) GoRaleigh transit buses for a vinyl wrap promotion during the term of this Contract. ADVERTISER or its contractor shall apply the vinyl wrap [(Ad Size) bus advertising], repair or replace vinyl throughout the term of this Contract, remove the vinyl within ten (10) days after the date this Contract terminates, and restore each bus to its original condition, normal wear and

tear accepted, within ten (10) days after this contract terminates. Production and application of advertisements will be at the expense of the ADVERTISER.

2.2. LIMITS ON ADVERTISEMENTS

2.2.1 CITY'S APPROVAL

ADVERTISER shall comply with the Raleigh Transit Authority Guidelines for Vinyl Wrap [(Ad Size) bus advertising], Exterior Advertising. Proposed advertisement scheme must maintain the identity of GoRaleigh through inclusion of the GoRaleigh logo and phone number. The proposed advertisement must allow the bus number to be identifiable on all four sides of the bus and placed as currently located. This will be presented to the Raleigh Transit Authority or an appropriate delegated committee for approval prior to production and application of the advertisement.

It shall be the responsibility of the ADVERTISER to provide copies of the advertisement schemes to the CITY. The CITY will have the sole and unquestioned authority to determine what constitutes an appropriate advertisement before said advertisement is installed on the buses. Character of advertisements must comply with all provisions stated in the Raleigh Transit Authority Guidelines for Vinyl Wrap Exterior Advertising.

2.2.2. PROMOTION LIMITED TO ADVERTISER'S STATED PRODUCTS OR SERVICES.

The parties acknowledge and agree that ADVERTISER may use the vinyl wrap [(Ad Size) bus advertising], to advertise its product or service only and may not advertise products or services of any other entity. ADVERTISER agrees that the product or service it intends to promote on the vinyl wrap is:

5 (Ad Name)

**(Number of Ads) (Size of Ads) at \$xxx per month, per ad for a x month period = \$
total cost)**

2.2.3. ADVERTISER'S RIGHTS ARE NONEXCLUSIVE.

ADVERTISER understands and agrees that the City has the right to enter contracts with others, including other advertisers, to use other City of Raleigh buses in vinyl wrap and

other promotions as the City deems fit. ADVERTISER agrees that this contract grants it the use of only ten (10) buses.

2.3. INITIAL APPLICATION OF VINYL WRAP (Ad Size) TO BUSES.

The City shall select the bus ADVERTISER is to use within ten (10) days after this contract has been executed by all parties. The CITY shall have the exclusive right to determine which buses are used in this promotion. The bus used in this promotion will rotate among GoRaleigh transit regular bus routes.

After ADVERTISER has deposited its initial payment with the City, ADVERTISER shall have reasonable access to the designated bus when they are not in revenue service for the sole purpose of installing advertisements.

ADVERTISER shall schedule access to the bus through the GoRaleigh Director of Maintenance.

ADVERTISER shall apply or cause to be applied vinyl wrap [(Ad Size) bus advertising], advertisements on ten (10) buses. Any material applied to windows must maintain adequate visibility from the interior of the bus during daylight and evening hours so that passengers can see outside from the interior of the bus. If ADVERTISER employs an independent contractor or other entity to apply the vinyl wrap, ADVERTISER shall notify the City of its contractor upon selection. The ADVERTISER shall supply the CITY, in writing, with the name, address, phone number, contact name(s), and list of references for their choice of vinyl wrap installation company or applicator within ten (10) days after execution of this Contract. The CITY shall have the final right to reject ADVERTISER's selection of vinyl wrap installation company or applicator.

All advertising materials should be made of 3MIJ40C, resolving any issues of adhesives being left behind or damaging existing GoRaleigh logo decals. If installer chooses to use another material and it damages the GoRaleigh logo decal upon removal, the installer must replace the GoRaleigh decal.

The CITY, GoRaleigh Director of Maintenance, and the ADVERTISER's vinyl wrap installation company agent will participate in a joint post-application inspection immediately upon completion of the initial vinyl wrap [(Ad Size) bus advertising], installation—i.e. the same day the initial vinyl wrap (Kong size bus advertising), is completed—checking for proper vinyl wrap [(Ad Size) bus advertising], installation including, but not limited to, proper fit, bubbling, proper seam overlap, smooth application, etc. Any discrepancies found by any party during this initial inspection will be repaired by the ADVERTISER or its agent within 24 hours.

2.4. MAINTENANCE OF BUSES AFTER VINYL APPLICATION.

The parties acknowledge that the CITY cleans its buses daily in an automatic bus wash. The parties also acknowledge that buses are involved in traffic accidents that produce

damage to their exterior. The CITY is not responsible for the deterioration of or damage to signs due to bus washing, weather, routine bus maintenance, and/or any accidents which may occur, whether or not the accident was caused by the negligence of the bus driver or a CITY or GoRaleigh employee. The CITY cannot guarantee the condition of the wrap after its application or removal. The City of Raleigh will assist the ADVERTISER in

processing its claim against a third party for damage to its vinyl wrap [(Ad Size) bus advertising]. However, it needs to be understood that the ADVERTISER cannot make any claims or recovery against City of Raleigh insurance covering it, GoRaleigh, or any employee of GoRaleigh.

2.5. MAINTENANCE AND REPAIR OF VINYL BUS WRAP DURING CONTRACT TERM.

The ADVERTISER shall repair or replace any torn, peeling, defaced, or damaged vinyl wrap during the course of this contract; however, conditions that impair advertising graphic and/or are visually unacceptable to the City must be repaired or replaced by ADVERTISER. It is understood that faded vinyl or vinyl that is worn away is considered damaged and would need to be replaced according to the terms of the contract. Reasonable wear and tear of the vinyl graphic is expected.

ADVERTISER will repair or replace unacceptable vinyl wrap [(Ad Size) bus advertising], within ten (10) days after the City mails it written notice of the unacceptable condition. ADVERTISER acknowledges that breach of this provision requiring timely repair or replacement constitutes a material breach of the contract entitling the CITY, at its option, to declare the contract in default, to repair or replace the vinyl wrap [(Ad Size) bus advertising] and collect the cost of repair or replacement from amounts held by the CITY under this contract (including amounts held in escrow), or to take any other action allowed by law.

ADVERTISER agrees that the CITY may deduct repair or replacement costs directly from amounts held in escrow if ADVERTISER fails to make a timely repair or replacement.

ADVERTISER shall have reasonable access to the designated bus for repair or replacement of vinyl bus wrap when those buses are not in revenue service.

ADVERTISER shall schedule access to bus through the GoRaleigh Director of Maintenance.

2.6. REMOVAL OF VINYL BUS WRAP (Kong size), AFTER STATED CONTRACT TERM.

The ADVERTISER assumes the expense of and shall restore the bus(es) used for this promotion to their original condition, normal wear and tear accepted, including repairing any holes or correcting any paint damage, at the conclusion of this Contract within the time limits set forth in this contract.

The CITY, GoRaleigh Director of Maintenance, and the ADVERTISER's vinyl wrap installation company agent will participate in a pre-application inspection to determine the condition of the bus prior to vinyl wrap [(Ad Size) bus advertising], installation and a joint inspection at the conclusion of this contract, immediately upon removal of the vinyl wrap, checking for any damage to the bus(es) used in the promotion noting what repairs or repainting, if any, need to be made before the bus can return to service. Returning the bus to its original condition, normal wear and tear accepted, is the responsibility of the ADVERTISER.

3. COMPENSATION TO THE CITY.

3.1. MONETARY PAYMENTS TO CITY.

The total contract price is \$xxx payable by ADVERTISER in an initial payment of \$xxx to be paid by the contract execution date. The remaining balance is to be of \$xxx due on or before (Contract End Date). All installments are due and payable by check or money order made payable to the City of Raleigh. Payment should be mailed to the Transit Sales and Marketing Analyst, City of Raleigh, Transit Division, PO Box 590, Raleigh, NC 27602, or hand delivered to the Transit Marketing Specialist, Transit Division, Fourth Floor, 222 W. Hargett St., Raleigh, NC.

4. ESCROW FOR POTENTIAL REPAIRS TO BUSES OR REPAIR/REPLACEMENT OF VINYL (Ad Size) BUS WRAP

Upon execution of this Contract the ADVERTISER must also provide the amount of \$0 to the CITY payable upon contract signing to be deposited into an escrow account to assure adequate repair and removal of advertisements and restoration of the bus used in this promotion. The escrow deposit will be returned to the ADVERTISER after the GoRaleigh Director of Maintenance determines the bus has been returned to its original condition. The CITY, in its sole discretion, will be allowed to deduct from the escrow account any outstanding claims the CITY has against the ADVERTISER. No interest will be paid on any escrow monies returned to the ADVERTISER.

5. INDEMNIFICATION

ADVERTISER shall pay for all damage to CITY property caused by ADVERTISER'S employees or agents, including but not limited to any damage caused by a contractor who installs, repairs, or replaces vinyl bus wrap [(Ad Size) bus advertising], in the exercise of any function carried out by ADVERTISER under the terms of this Contract.

6. LOSS OF ADVERTISING

Loss of advertising due to strike, lockout, fire, flood, riot, accident, mechanical problems, preventive maintenance, or other causes beyond the control of the CITY, shall not constitute a breach of this Contract. If a designated bus is out of service for

more than three (3) days, ADVERTISER shall be given additional advertising time equal to the loss in excess of three (3) days. ADVERTISER has no right to recover for losses of three days or less. For example, if a vinyl wrapped bus is damaged in an accident and is out of service for mechanical repairs for one week (six days of service), ADVERTISER would be entitled to an additional three days of advertising time for said vehicle. Additional advertising time will be given at the end of the first term of this Contract, unless the parties agree otherwise and in writing. However, if a bus that was involved in an accident or otherwise damaged is mechanically repaired and the ADVERTISER or his agent does not repair the vinyl wrap [(Ad Size) bus advertising], advertisement within the time frame mentioned above, then the amount of time the bus is not in operation is lost and that time is not credited to the ADVERTISER at the end of the Contract. Extending the advertising time under this contract is ADVERTISER's sole remedy.

Should a bus be involved in an accident and is a "total loss," the City of Raleigh will make another bus available immediately to the ADVERTISER who, at its own expense, can vinyl wrap this bus to complete the original terms of the contract. Any down time in excess of three days will be credited to the ADVERTISER and will be used after the completion of the original contract.

7. DEFAULT

In the event the ADVERTISER defaults, (1) in making any of the payments required to be made by it when such payments are due and payable, or (2) in the performance of any of its other obligations under the terms of this Contract, or (3) if ADVERTISER becomes a subject of any petition in bankruptcy or receivership, either voluntary or involuntary, or if there is an assignment for the benefit of creditors, the CITY shall have the right to terminate this Contract immediately. In the event the CITY terminates this Agreement, it may remove all advertising material from its buses at the expense of the ADVERTISER. Any such termination will not relieve or discharge ADVERTISER from any of its obligations under this Contract.

8. NOTICES

Any notice required by this contract shall be in writing and shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address noted herein, or at such other address as one party shall so notify the other party in writing. Notices to the CITY shall be sent to:

Transit Marketing Specialist

City of Raleigh - Transit Division
PO Box 590

Raleigh, NC 27602;

or hand delivered to:

Transit Marketing Specialist, Transit Division 222
W. Hargett Street, 4th Floor

Raleigh, NC 27601

Notices to the ADVERTISER shall be sent to:

(Ad Company Name)

(Ad Company Contact Person)

(Ad Company Address)

(Ad Company Email Address Contact)

(Ad Company Phone Number Contact)

9. CONTRACT APPROVAL

Each party hereby represents and warrants that all necessary approvals for this Contract have been obtained, and the person whose signature appears below has the rights necessary to execute this Contract on behalf of the party indicated

10. PROHIBITION OF ASSIGNMENT.

The parties shall not assign or transfer this Contract or any part thereof.

11. ENTIRE AGREEMENT.

This Contract constitutes; the entire agreement of the parties and supersedes all prior or contemporaneous agreements, either oral or written, by or between the parties.

12. GOVERNING LAW

This Contract is governed by and construed under North Carolina law. Venue for any civil action between the parties shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina.

13. MODIFICATIONS

The terms of this Agreement may be amended, modified, supplemented or waived only in a written instrument executed by both parties. No amendment, modification, supplement, or waiver shall be effective unless it is in writing and signed by the parties.

14. NONDISCRIMINATION AGREEMENT

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental

or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code § 4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

15. E – VERIFY

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

16. IRAN DIVESTMENT ACT CERTIFICATION

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

17. COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION

Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.