



# City of Peoria, Arizona

## Notice of Request for Proposal



Solicitation No.:	P21-0045	Proposal Due Date:	June 14, 2021
Capital Project No.:	N/A	Proposal Due Time:	5:00 P.M. AZ Time
Materials and/or Services:	<b>Bus Stop Advertising</b>	Purchasing Agent:	<b>Terry Andersen</b>
Contact Phone:	(623) 773-7981	Pre-Proposal Date:	June 3, 2021
Contact Email:	Teresa.Andersen@peoriaaz.gov	Pre-Proposal Time:	2:00 PM AZ Time
		Pre-Proposal Location:	Virtual – please register at <a href="https://attendee.gotowebinar.com/register/4895946473202890507">https://attendee.gotowebinar.com/register/4895946473202890507</a>

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the submitted on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted electronically via the City's Procurement Portal (Bonfire) or in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

### OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: Frank Sandusky, Vice President, Transit

Telephone: 657-221-2762 Fax: \_\_\_\_\_

Email: frank.saandusky@outfrontmedia.com

OUTFRONT Media Group LLC

Company Name

Authorized Signature for Offer

405 Lexington Ave, FL17

Address

Richard Ament

Printed Name

New York      NY      10174

City

State

Zip Code

Senior Vice President, Transit

Title

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: Lori Dyckman for

Rhonda Geriminsky, City Clerk



City Seal

Copyright 2003 City of Peoria, Arizona

CC: \_\_\_\_\_

Contract Number: \_\_\_\_\_

ACON19221

Official File: \_\_\_\_\_

City of Peoria, Arizona.      Effective Date: 08/12/2021

Approved as to form:

Michael Dynes for

Vanessa P. Hickman, City Attorney

Contract Awarded Date 08/11/2021

Christine Finney

Christine Finney, Materials Manager



**BEST & FINAL OFFER**



**City of Peoria**

**FINANCE DEPARTMENT  
MATERIALS MANAGEMENT**

9875 North 85th Avenue  
Peoria, Arizona 85345

**MAIL** 8401 West Monroe Street

**T** 623.773.7115

**F** 623.773.7118

[materialsmanagement@peoriaaz.gov](mailto:materialsmanagement@peoriaaz.gov)

July 22, 2021

SENT VIA EMAIL TO: [Frank.Sandusky@outfront.com](mailto:Frank.Sandusky@outfront.com)

Richard Ament, Senior Vice President, Transit  
Outfront Media Group, LLC  
405 Lexington Avenue, FL17  
Orange, CA 92868

Re: City of Peoria RFP # P21-0045  
Bus Stop Advertising

Dear Mr. Ament:

The City of Peoria is requesting that Outfront Media Group, LLC provide a Best and Final Offer for the Bus Stop Advertising Services solicitation. If you do not wish to submit a Best and Final Offer, your previous offer will be considered as your Best and Final Offer. At a minimum, your Best and Final Offer should address the following issues:

1. Provide your best and final rates by completing the attached Price Sheet.
2. Provide a date or timeline when your company can begin service, if awarded a contract.

Your written response will constitute the Best and Final Offer and should be submitted to my attention by no later than 5:00 p.m. on Tuesday, July 27, 2021. The requested information should be sent via email to [Teresa.Andersen@peoriaaz.gov](mailto:Teresa.Andersen@peoriaaz.gov). If you have any questions please contact me at (623) 773-7981.

Sincerely,

  
Terry Andersen, Contract Officer

*Attachment*



# PROPOSED REVENUE

Solicitation Number: **P21-0045**

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Contractor agrees to manage the CITY's transit street furniture advertising, as awarded, for the term of the Contract, and to make revenue payments to the CITY the greater of the percentage share of Net Sales Revenue derived from the sale of the advertising space granted under this Agreement **OR** shall pay to the CITY a minimum annual guarantee (adjusted annually). The percentage share of Net Sales Revenue proposed by Contractor shall be firm and fixed for the term of the Contract.

As the Gross Sales Revenue is defined as the total amount charged for advertising services by the Advertising Contractor to the Advertisers/Clients for use of Advertising Display Spaces, and the Net Sales Revenue is defined as Gross Sales Revenue minus sales commissions (up to a maximum of 15% paid to outside advertising agencies), offerors are cautioned the calculation of the Net Sales Revenue is subject to the provisions contained within Section III., Advertising Installation, Subsection G. and accompanying subsections within the RFP, along with the other provisions of the RFP.

**A. Percentage Share of Net Sales Revenue from Ad Sales** 55 %

**B. Minimum Annual Guarantee (MAG)** \$ \$60,000  
*(Monthly payments will equal minimum annual guarantee divided 12 months)*

**C. Optional Percentage Increase**  
*(Provide Increase of revenue percentage over term of contract)*

Year 1 \_\_\_\_\_

Year 2 \_\_\_\_\_

Year 3 \_\_\_\_\_

Year 4 \_\_\_\_\_

Year 5 \_\_\_\_\_



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

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#### 1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the evaluating pricing. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

#### 12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
  - (1) Waive any immaterial defect or informality; or
  - (2) Reject any or all proposals, or portions thereof, or
  - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or



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creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's proposal amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.



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14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.
- Force majeure shall not include the following occurrences:
- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
  - Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.
18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.



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19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with



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the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P21-0045**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
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Phone: (623) 773-7115  
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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Bus Stop Advertising**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Term
7. **Term of Contract:** The term of any resultant contract shall commence on the *first day of the month following the date of award* and shall continue for a period of five (5) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of sixty (60) months.
9. **Proposal Opening:** Proposals shall be submitted no later than the due date and time indicated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection
10. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected forward.
11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Contractor's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Contractor. If work involves a major sub-contractor, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.



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12. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
13. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards of the industry.
14. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
15. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
16. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
17. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
18. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
19. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
20. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.



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The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

#### **21. Required Insurance Coverage:**

##### a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

##### b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and offloading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

##### c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

##### d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

#### **22. Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.



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In the event any insurance policy(ies) required by this contract is(are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with a contract number.

23. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

24. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

25. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Manager of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Manager makes a written determination.
- c. The Materials Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Manager determines to disclose the information, the Materials Manager shall inform the offeror in writing of such determination.

26. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

27. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that “personal identifying information,” as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred



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to the City. Contractor also agrees that any “personal identifying information” shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria’s Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the “personal identifying information” minimally necessary for business purposes related to performance of the Contract.
  - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
  - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
  - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
  - e. Ensure that offices and workspaces containing customer information are secure.
  - f. Ensure that computer virus protection is up to date
28. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public competition have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
29. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at [salestax@peoriaAZ.gov](mailto:salestax@peoriaAZ.gov).
30. **Business in Arizona:** The City will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission. Businesses outside of Arizona may file documents to obtain a business license from the Arizona Corporation Commission. Information is available on the Arizona Corporation Commission's website at <https://www.azcc.gov> for more information. Businesses are cautioned the processing time can be lengthy.
31. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
32. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
  - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;



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d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - i. Deduction from an unpaid balance;
  - ii. Any combination of the above or any other remedies as provided by law.

33. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites.

- A. The City of Peoria Protest Policy and Procedures are available online at <https://www.peoriaaz.gov/government/city-law/city-code>. The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.
- B. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at <http://www.peoriaaz.gov/procurement>.

34. **Equipment/Safety:** Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles.

The flow of vehicular traffic shall not be impeded at any time during the project. The safety of Contractor's employees and the public is of prime concert to the CITY, and Contractor shall take all necessary steps to assure proper safety during the performance of Contractor.

Contractor personnel shall wear appropriate attire, reflective safety vests, and identification badges while working. All work performed within the CITY right of way shall adhere to the Peoria Engineering Standards Manual (PESM).

35. **Damage to City Property:**

Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the CITY at no cost to the CITY.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing materials as approved by the CITY at Contractor's expense.



# SCOPE OF WORK

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## Materials Management Procurement

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**I. DEFINITIONS.**

For purposes of this solicitation, the following definitions shall apply:

**ADA** – Americans with Disabilities Act

**AD Bench** – Seating area with advertising space

**Ad Kiosk** – A two or three sided information board structure with one or two, respectively, sides/ad panels dedicated to the display of commercial advertising and CITY information.

**Ad Panels** – The space designated for the display for commercial advertising.

**Advertiser** – Same as CLIENT.

**Advertising Contractor** – Same as CONTRACTOR

**Advertising Display Space** – Framed area within an ad bus shelter, ad bench, or ad kiosk for the purpose of displaying advertisements.

**Advertising Furniture** – Bus stop amenity items containing advertising space including ad bus stop shelters, ad kiosks, and ad benches.

**Authorized Representative** – The person who is executing this contract for the Offeror and is authorized to bind the Offeror’s firm.

**Barter/Trade** – Exchanging merchandise, or something other than money for advertising display space.

**Bonus/Override/Overposting** – Award of free advertising space by Contractor to clients who purchase other advertising display space.

**Bus Stop** – Passenger and bus operations area. Passenger activities include waiting, boarding, unloading and circulation to and from adjacent areas.

**Bus Stop Shelter** – Combination of transit street furniture that typically includes a shade structure, seating, kiosk, solar light unit, and trash receptacles(s), owned by the CITY.

**Client** – Entity that contracts with the Contractor to purchase display space on transit advertising furniture. See also ADVERTISER.

**Client contract** – Written, signed and implemented agreement between the Contractor and client, which records in sufficient detail the cost, duration, and number of advertisements to be installed on transit advertising furniture.

**Complaint** – A grievance from the public.

**Contract Year** – The 12-month period from the start of the Agreement

**Copy** – Written words or graphics within an advertisement.

**Cut-Outs/Embellishments** – Any lettering, image or mechanical device that extends beyond the standard face of an advertising display space to attract more attention.

**Face** – Individual advertising display space on transit advertising furniture.

**Fiscal year** – The 12-month period between July 1 and June 30.

**Graffiti** – Written or etched inscription or scribbling, stickers.

**Gross Sales Revenue** – The total amount charged for advertising services by the advertising Contractor to Advertisers/Clients for use of Advertising Display Spaces.

**Hazard** – Some form of danger to persons and or property.

**Installation device** – Placement of advertising material within Advertising Display Space. See also POSTING.

**Mandatory Copy** – Copy required by law to appear on the advertising of certain products, such as liquor and attorney ads.

**Net Sales revenue** – Gross Sales Revenue minus sales commissions (up to a maximum of 15%) paid to outside advertising agencies.

**Non-Advertising Furniture** – see Transit Furniture without Advertising Displays.

**Occupancy Rate** – Average percentage of advertising display spaces filled with advertisement copy.

**Painted Bulletin** – Artwork painted onto posters or the advertising furniture itself.

**Performance** – Ability of an Offeror and/or Contractor to comply, during the expected contract life, with all contractual terms and conditions specified in the RFP.

**Posting** – See INSTALLATION.



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**Prior Contractor** – Advertising Contractor who had an Agreement with the City of Peoria Transit Department immediately prior to the implementation of this current Agreement.

**Proposal** – Written document submitted by a proposer in response to the RFP.

**RFP** – Request for Proposal

**Successor Contractor** – Advertising Contractor who holds, or will hold, an Agreement with the City of Peoria Transit Department immediately succeeding this current Agreement.

**TOC** – Transit operations contractor.

**Transit Furniture** – Outdoor furniture used for public transit passenger amenities, owned or controlled by the City of Peoria Transit Department, including bus stop shelters and associated kiosks and trash receptacles, and seating.

**Transit Furniture with Advertising Displays** – Transit Furniture locations with advertising display space for use by Contractor.

**Transit Furniture without Advertising Displays** – Transit Furniture not available for use by Contractor.

**Transit Information Posters** – Any information piece developed, printed, or sponsored by the CITY that promotes or identifies services and programs related to the operation, funding, safety, or other associated issues relevant to the public transit system.

**Transit Street Furniture** – Same as Transit Furniture.

## II. TRANSIT STREET FURNITURE ADVERTISING PROGRAM

### A. Introduction.

The Transit Street Furniture advertising program is a revenue generating program for the CITY. The purpose of this program is to generate maximum revenue for the CITY to enhance the passenger services it provides via the public transit system. Contractor shall use its best efforts to sell all available advertising space to generate the highest advertising revenues possible. Contractor, on behalf of CITY, shall manage and take full responsibility for the transit furniture advertising programs for the CITY. Work under this Contract shall consist of the management of the sale of advertising, production, installation/removal of advertising materials, maintaining advertising display space in satisfactory condition to meet advertising client and CITY expectations, as well as ensuring CITY assets are handled and maintained properly.

The CITY jurisdictional boundaries encompass approximately one hundred seventy-nine (179) square miles, in which there are currently four bus routes. The CITY is also part of the Valley Metro public transit system, but only property and services under the control of the CITY shall be subject to this Agreement.

As of July 2021, the CITY plans to own all existing transit street furniture (as described in Exhibit B) and shall make the entire inventory of advertising assets available to Contractor.

Contractor shall be responsible for all costs associated with installation, maintenance, and restoration of advertising pertaining to transit furniture which shall be accomplished with Contractor's personnel.

### B. Transit Street Furniture Advertising Program.

The CITY installs transit street furniture primarily for the comfort of passengers using the public transit system. Location and choice of transit street furniture is usually determined by ridership need and availability of resources. Typically, the CITY intends to have transit advertising furniture at those bus stops with the highest transit ridership, subject to CITY restrictions, that are also large enough to physically accommodate the furniture. The CITY recognizes the advantage of the Transit Street Furniture Advertising Program in generating revenue, but expects Contractor to maintain a professional advertising environment with minimal interference or disruption to the public transit system.



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Currently, there are approximately one hundred forty-two (142) bus stops in the CITY. Of those bus stops, 38 are currently designated transit advertising furniture locations equipped with Advertising Display Faces. These locations include shelters with stand-alone kiosks.

The number of bus stops and the number and types of transit street furniture units are subject to addition or elimination depending on the level of transit services and corresponding funding, changes to zoning ordinances, and other impacts to the transit system.

Contractor shall assume responsibility for the sale of space on all transit street furniture equipped with advertising display space. Contractor shall have the exclusive right to the advertising display spaces on CITY transit advertising furniture.

It is anticipated work under this contract may include, but not be limited to: production; installation and removal of advertisements; replacement of all transparent protective coverings on ad panels, as necessary; replacement of advertisement hangers and hardware, as necessary, to display advertisement correctly; and cleaning of advertising transparent protective surfaces.

An inventory of all existing transit advertising furniture owned by the CITY is included in Exhibit B. Contractor shall assume the existing advertising spaces on transit furniture in its present condition. During the term of the Contract, the CITY may provide additional advertising assets to Contractor for its use in performing its contractual services. An inventory of all non-advertising transit furniture locations are included in Exhibit C.

Generally, each transit advertising shelter shall have a maximum of two (2) advertising panels, which shall be located only on the stand-alone advertising kiosk.

The current bus stop furniture design in use today by the CITY includes a stand-alone kiosk that measures approximately 4' x 6' and shall have the ability to hold an advertisement poster 48" X 70" in size. CITY reserves the right to change the bus stop furniture design at any time.

The CITY may replace future transit street furniture with a completely different design and available advertising space may differ.

C. Standards and Conduct.

Although not an employee of the CITY, Contractor, in performing under this Contract, is the face of the CITY with regards to the CITY's Transit Advertising Program. For this reason, while performing under this Contract, Contractor and its officers, directors, employees, agents, and subcontractors shall present and conduct themselves in a manner that reflects credit upon the CITY and must do nothing that reflects negatively upon CITY, cause the CITY to be held in disrepute, or subject the CITY to criticism.

D. Future changes.

The CITY continually evaluates transit service and is creating a Transit Master Plan to be completed by June 30, 2021. Additional changes could be expected as new components of the plan are implemented in future years, as well as the service changes, which occur every April and October.

E. Content Approval.

Contractor is to make the initial determination as to whether a proposed advertisement is compliant with the Transit Advertising Standards. All advertisements, including ad copy changes, shall meet Transit Advertising Standards (Exhibit A), as those standards are changed from time to time, and shall be submitted to the CITY for



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review and approval by the CITY; the CITY shall be given five (5) business days to respond. The CITY may require changes in copy, visuals or other materials so that the advertisement is acceptable to community standards. The CITY may also determine that further review by the CITY is necessary and may extend past the initial response time. If the CITY does not respond within five (5) business days, or otherwise indicate an extended review period is necessary, such design and copy shall be deemed approved. Any advertisements posted without prior CITY approval must be removed as soon as reasonably practicable under the facts and circumstances at the time and direction of the CITY, at Contractor's own expense. The CITY may assess liquidated damages in the amount of \$100 per occurrence per day. Occurrence shall mean per affected location per day.

### III. ADVERTISING INSTALLATION

#### A. General Installation Requirements.

All advertising shall be displayed in a neat, clean and professional manner. Contractor shall maintain all displayed advertising so as to insure its neat appearance and promptly remove all advertising that is damaged or otherwise unsightly in appearance. Contractor shall ensure all advertisement materials are of quality appropriate to endure the physical environment. All advertisements shall be clean and in a graffiti free condition acceptable to the CITY.

CITY reserves the right to require Contractor to promptly remove, at Contractor's own expense, any advertising which, in the opinion of CITY, is unsightly in appearance. All requests shall be completed by Contractor within twenty-four (24) hours of written or verbal notice by the CITY and at Contractor's expense.

In the event the advertising program is discontinued, Contractor shall either undertake at its sole expense or pay CITY for removal of the advertisements and restoration of all assets to original condition.

The CITY strictly prohibits any advertisements be installed utilizing metal blades, knives, or any other sharp tools with the sharp blade or edge directly in contact with the furniture.

#### B. Transit Street Furniture Ad Installation.

##### 1. Scheduling.

Contractor shall provide a weekly advertising installation and removal schedule. Contractor shall distribute the installation schedule via email to key personnel provided by the CITY. Contractor shall provide approved schedule a minimum of five (5) business days prior to the installation of advertisements.

##### 2. Vacant Advertising Display Spaces.

Contractor shall maintain current, approved advertising in all vacant advertising display spaces at all times. If paid advertising is not available, Contractor shall be responsible for printing and installing self-promotional content instructing potential advertising clients on how to contact Contractor to purchase advertising space, or other advertising approved by CITY. Contractor may opt to pay for the production and posting of advertising for CITY programs in lieu of self-promotional advertising at no additional cost to the CITY. The CITY may also request that Contractor use transit information or CITY service posters on a space-available basis to fill vacant advertising display cases.

##### 3. Transit Street Furniture Relocation Option.

The CITY may consider the relocation of shelters based upon the recommendation of Contractor, provided that the resulting location of shelters does not diminish the amenities provided to transit passengers. Any relocation of transit advertising furniture must comply with Americans with Disabilities ACT (ADA) requirements and must fit within existing CITY right of way.



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CITY shall retain the final approval on relocation of any existing transit advertising furniture. The actual relocation work shall be the responsibility of the CITY. However, if the relocations are performed at the request of Contractor, the costs of such relocations shall be charged back to Contractor.

During the term of the Contract, the CITY at its sole discretion, may remove, replace or relocate shelters and transit street furniture as necessary to accommodate changes in service, address chronic vandalism, respond to safety and security needs, or for other reasons such as interference with construction, maintenance or repairs. The costs of such removals, replacements, and relocations shall be the responsibility of the CITY. The CITY cannot guarantee a set number of locations, specific transit advertising furniture configurations, or the availability of specific locations.

C. Advertising Maintenance.

Contractor shall be solely responsible for all costs associated with maintaining advertising display space in satisfactory condition to meet advertising client and CITY expectations, as well as ensuring CITY assets are handled and maintained properly.

1. Transit Street Furniture Ad Maintenance.

CITY shall be responsible for general repair of advertising display faces; graffiti removal (except on transparent protective covering panel), cleaning, and trash removal of the surrounding area.

Contractor shall maintain all advertising furniture transparent protective coverings in a clean, clear and damage-free condition. All transparent protective coverings with graffiti, either etched or drawn/painted, shall be removed by Contractor and the transparent protective coverings shall be cleaned to an "as new" condition or be replaced at no additional cost to the CITY within twenty-four (24) hours of notification or during the routine inspection schedule whichever occurs first.

D. Advertising Removal.

A. General Requirements for Removal of Advertisements

Within twenty-four (24) hours of written or verbal notice by the CITY and at Contractor's expense, CITY reserves the right to require Contractor to remove any advertisement, which is unsightly in appearance or is in violation of CITY's Transit Advertising Standards (Exhibit A).

E. Transit Street Furniture Ad Removal.

1. Removal of Expired Advertising.

Contractor shall remove expired advertisements within three (3) business days of expiration date. Once the Contractor is notified by the CITY to remove expired advertising, Contractor shall provide before and after photo documentation with time/date stamp of expired advertising removals. The photo shall document the entire shelter ad and the next ride sign shall be visible in photo for the CITY confirmation of transit shelter location.

If Contractor fails to remove expired advertising in the required time, the CITY may assess a liquidated damage in the amount of \$100 per occurrence per day. Occurrence shall mean per affected location per day.

F. Damages.

Contractor shall not hold the CITY responsible for accidental damages to advertising display spaces or associated



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advertisements except in the case of negligence by CITY employees or other contractors to the CITY. However, CITY and its agents agree to use reasonable care in order to avoid damage to the advertisements.

1. Transit Street Furniture Damage

Contractor shall not cause damage to any advertising kiosk, or their respective hardware (hinges/doors/panels/etc.), through over-torqueing, ratchetting, roughness, or other means. All such damage shall be repaired by the CITY and be charged back to Contractor if, in the sole opinion of the CITY, Contractor is the responsible party for the advertising furniture damage.

Contractor shall report all damage noted to any transit furniture to the CITY, including all non-advertising transit street.

2. Damage to Copy.

All damaged copy shall be replaced immediately by Contractor at their expense regardless of the cause of the damage.

G. Sale and Management of Transit Street Furniture Advertising.

The sole source of revenue from this agreement shall be the sale of advertising space. Advertising shall be permitted within the advertising space/size available on the transit advertising asset.

Contractor shall manage the advertising program of the CITY at its own expense. Unless otherwise noted, the CITY shall not be responsible for any operating expenses of Contractor, including sales and /or marketing campaigns and production costs. Internal commission payments and allowances for bad debt shall be borne solely by Contractor.

1. CITY Use of Display Spaces.

CITY shall have the right to utilize all unsold transit advertising space at its sole discretion. CITY use of CITY owned display spaces shall be coordinated with Contractor with a prior ten (10) calendar day notice. All such space shall be subject to preemption for paying advertisers. If requested by the CITY, Contractor will install and remove CITY provided advertising on a space-available basis to fill vacant advertising display spaces at no additional cost to the CITY.

B. Sales Commissions to Outside Advertising Agencies.

This Contract shall allow up to 15 percent (15%) sales commission payable by Contractor to outside advertising agencies. The actual amount of sales commission paid to such agencies may be deducted from the Contractor's Gross Sales Revenues to calculate Net Sales Revenue. In no case shall any sales commissions be deducted from Gross Sales Revenues, Net Sales Revenue, OR the CITY share of Net Sales Revenue that are paid to Contractor staff OR a person or corporation in which the Contractor has a financial interest.

C. Contractor Operating Costs.

The CITY will require Contractor to pay for all Contractor's operating costs from Contractor's share of the Net Sales Revenue generated from the sale of advertising. Contractor, at its own expense from its designated share of Net Sales Revenue, shall manage the advertising program of the CITY. Contractor's cost of sales (including sales and marketing campaigns and production costs), and operations shall be borne solely from the Contractor's share of Net Sales Revenue. Any internal commission payments and allowances for bad debt shall be borne solely from Contractor's share of Net Sales Revenue. Unless otherwise noted, the CITY will not be responsible for any operating expenses of Contractor.



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4. National Sales Experience.  
Contractor shall provide, throughout the term of the Contract, a qualified and experienced national sales organization with a minimum of five years' experience and sufficient business relationships to solicit sales and to sell national, regional, and local advertising on transit street furniture.
5. Business and Sales Plan.  
Contractor shall make its best effort to gain maximum price for use of CITY's advertising display spaces. Contractor shall create a Business and Sales Plan on how the transit-advertising program shall be marketed and present it to the CITY within thirty (30) calendar days of the implementation of this Contract. Contractor shall update the Plan annually and as requested by the CITY. Contractor shall provide updated copies to the CITY within (30) calendar days of the beginning of each contract year.
6. Published Advertising Rates.  
Contractor shall establish and publish advertising rates and present the rates to the CITY within fifteen (15) calendar days of the implementation of this Contract. Contractor shall update and publish the rates annually and as requested by the CITY. Contractor shall provide updated rates to the CITY within thirty (30) calendar days of the beginning of each contract year.
7. Client Contracts. Contractor shall submit all client contracts and the final approved ad copy to the CITY a minimum of five (5) business days before initial installation of such advertisements. Contractor shall submit all client contract changes a minimum of five (5) business days prior to the effective date of the change. Contractor shall submit all contract renewals and approved ad copy to the CITY, a minimum of five (5) business days prior to the expiration date of the previous contract. In all client contracts, including single client contracts issued and billed for multiple markets and/or jurisdictions, Contractor shall provide a supplement contract or worksheet deemed acceptable by the CITY which provides all client charges included in the calculation of Gross Sales (including but not limited to City/State/Local taxes, Production costs, Printing Costs, Internal Commissions, etc.) separated from the amount of revenue to be included in the calculation of Net Sales Revenue due to the CITY.

Contractor shall not enter into any contracts with clients that extend more than twelve (12) months beyond the current expiration date of the Contract. Any client contracts that extend beyond the expiration date for this Contract shall be structured for the client to provide monthly payments for advertising services rendered to the Successor Contractor.

Contractor's client contracts shall not contain any provision prohibiting or in any way restricting the assignment of such contracts to the CITY, or its designee, at the end of the term of this Contract or termination of this Contract.

Client contracts shall include the following, at a minimum:

- Name of the advertiser (client), clearly stated;
- Outside advertising agency (if applicable);
- Individual contract number;
- Term of contract;
- Advertisement posting start date and posting end date;
- Number of units to be posted within CITY area covered by this contract; Type of unit to be posted (bus shelters, shelter wraps, bus benches,);
- Gross Sales Revenue and Net Sales Revenue



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- Identify specific bonuses, overrides, or overpostings including the number and location of each posting (if applicable);
- Identify whether contract is new or renewal of previous contract, and if renewal, reference previous contract number
- Signature of client and/or third party purchasing agency indicating approval
- Signature of Contractor staff indicating approval
- Location of each advertising unit to be posted within the CITY area covered by this Contract. If the number of units sold is excessive and exceeds the available space on the Contract, Contractor shall furnish a full list of locations to the CITY in a separate attachment. If the posted locations change from the original list, Contractor shall provide an updated list monthly to be submitted with the monthly revenue reports.

Within three (3) days of execution, Contractor shall provide the CITY with copies of each client contract and associated change order. If a change is made and the CITY is not provided a change order, the amount listed on the original contract, or the corrected amount, whichever is greater, will be used to calculate the amount due to the CITY.

8. Client Contracts with Gaps in Posting Dates. When Contractor sells advertising with gaps in the posting dates, Contractor shall remove said advertisement during the non-contracted time period. If advertisement is not removed according to the posting dates as specified, Contractor shall provide CITY its percentage of the revenue for amount of time the advertising was posted during non-contracted time at the rate specified in the client contract.
9. Barter and Trade Agreements. Contractor shall not trade or barter advertising display space on CITY transit assets. Contractor shall not have the right to accept payment from clients for use of CITY advertising space in the form of goods, services, or other non-cash reimbursements.
10. Bonuses, Overrides, or Overpostings. Bonuses, overrides, or overpostings may be offered by Contractor only when the client has a contract and made payment for advertising display space on CITY transit furniture. In such cases, Contractor shall only post additional displays up to a maximum total of five percent (5%) of the number of faces sold to client in Peoria, unless otherwise approved by CITY. Bonuses, overrides, and/or overpostings shall be documented as part of the client contract, and awarded displays shall be removed when there is an opportunity to gain revenue through sale of the awarded advertising display space. The number, value and locations of all bonuses (including those within the local market, but outside of Peoria) shall be clearly documented on the client contract and provided to CITY.
11. Addition or Reduction of Advertising Display Spaces. Should the CITY at any time during the term of this Contract, increase or decrease, or cause to be increased or decreased, the number of advertising display spaces actually in service by ten percent (10%) or more from the base total in the initial contract year, then the minimum annual guarantee payment shall be recalculated and adjusted proportionate to the percentage change in the advertising display space. The change shall be based upon the total advertising display space in the initial contract year.
12. Performance Problems and Liquidated Damages. Contractor shall timely perform all of its obligations as set forth herein. CITY shall be sole decision-maker on all questions relating to the quality and acceptability of any work performed under this Contract. If, in the sole opinion of the CITY, performance becomes unsatisfactory, CITY shall notify Contractor in writing. Contractor shall correct such deficient performance within three (3) business days of the date such notice is received. If the nature of such deficient performance is such that it



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cannot be corrected within three (3) business days, then at the sole discretion of the CITY, a longer period may be allowed within which to correct the deficiency. Provided, however, if additional time is required to correct performance, work shall commence within the aforementioned three (3) business day period and shall be diligently pursued until completion. In the event the unsatisfactory performance is not corrected within the time specified above, CITY shall have the right, at its sole discretion, to complete the work to its satisfaction and deduct the cost of correction from any balances due or to become due to Contractor or invoice Contractor for the cost of correction. Alternatively, at the CITY's sole discretion, should Contractor fail to timely respond and take corrective action as above provided, the CITY shall assess liquidated damages for the Contractor's failure to perform or failure to perform in a timely manner in the amount of \$100 per occurrence per day.

~~If the CITY finds CITY is not receiving its portion of the Net Sales Revenue for advertising sales, CITY can, in its sole discretion, assess a liquidated damage in the amount equal to the CITY's percent of the Net Sales Revenue determined by the rate specified in the client contract(s). If a contract does not exist, the CITY can, in its sole discretion, assess a liquidated damage in an amount determined by the CITY to be an average rate charged for similar advertising space based upon currently published rates provided by Contractor annually.~~

### H. Payment to the City

In consideration of the exclusive rights and privileges granted to Contractor herein while the Contract is in effect, Contractor shall pay to the CITY the percentage share of Net Sales Revenue derived from the sale of the advertising space granted under this Contract OR shall pay to the CITY a minimum annual guarantee, whichever is greater.

1. City Share of Net Sales Revenue. The CITY percentage share of Net Sales Revenue shall be the percentage offered by Contractor in the Proposed Revenue of this solicitation. CITY's share of Net Sales Revenue shall be based upon the sale of advertising during the reporting period, not receipt of revenue collected in the reporting period.
2. Client Billing Collections. Contractor shall diligently pursue collection of advertising billings if a client is in default. However, in no instance shall Contractor withhold advertising revenues due to the CITY as a result of a delinquent advertiser.
3. Minimum Annual Guarantee (MAG). Contractor shall pay to the CITY a minimum annual guarantee of the amount proposed by the Contractor in its Proposed Revenue section for the transit furniture advertising.
4. Monthly Revenue Payments. Minimum monthly revenue payments shall be made on a monthly basis to the CITY in an amount equal to one-twelfth (1/12th) of the current minimum annual guarantee (MAG). Monthly revenue payments are due by the 15th day of the month beginning with the first month of the contract (1<sup>st</sup> payment due on the 15<sup>th</sup> day of the month following contract execution). These monthly revenue payments shall continue during the course of the Contract. Monthly revenue payments shall be accompanied by any required monthly reports.

Contractor shall submit monthly revenue payments to:

City of Peoria/ Transit Department  
8401 W. Monroe Street  
Peoria, AZ 85345

For additional required reporting, see Section J. below.



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5. Quarterly Reconciliation of Revenue Statement. Within fifteen (15) days of the end of each three (3) month quarter, commencing on the contract start date, Contractor shall provide to the CITY a quarterly revenue statement for the previous contract quarter. The statement shall be accompanied by a revenue payment to the CITY for the difference BETWEEN the portion of the MAG paid for the previous contract quarter AND the CITY's percentage share of Net Sales Revenue for the previous contract quarter, IF the CITY's percentage of Net Sales Revenue is higher than the MAG.

Contractor shall submit quarterly true-up payments to:

City of Peoria/ Transit Department  
Attn: Transit Manager  
9875 N. 85<sup>th</sup> Avenue  
Peoria, AZ 85345

6. Late Payments. In the event a revenue payment is received after the 15<sup>th</sup> day of the month in which the payment is due, a late charge of five percent (5%) of that revenue payment shall be paid by Contractor.

I. INSPECTIONS AND MONITORING

Contractor shall provide adequate supervision and training to assure performance of the work as specified in this Contract. All inspections, contract monitoring and oversight for work subcontracted to a third party shall be conducted by Contractor staff.

Contractor shall assign field contract monitors who shall make routine monthly and random transit advertising inspections and provide a written report to the CITY within five (5) business days of the inspections.

CITY staff shall conduct contract monitoring on an ongoing basis. CITY staff shall review billing and revenue reports, client contracts and ad copy, and conduct monthly inspections of advertising. CITY shall advise Contractor of any corrective action needed either by email or at the Monthly Contractor Meeting.

J. Reporting

1. Monthly. With each monthly revenue payment submission, Contractor shall submit a report detailing the following:
  - a. Advertising Program Status. Contractor shall submit a monthly activity and revenue report for all current ads with revenue in the reporting period in Excel format. At a minimum, the report shall include the following: client name, contract number, billing period start and end dates, gross contract amount, gross billed amount (to date), and remaining contract balance. The report shall indicate the total amount due to the CITY for the month.
  - b. Transit Advertising Status. Contractor shall submit a monthly report detailing condition of current transit advertising assets, including relocations/ removals, and damage/accident reports (as applicable).
2. Annual Audited Statement of Gross and Net Sales Revenue. Within sixty (60) days of the close of each contract year and of the close of the contract term, Contractor shall provide the CITY with an audited statement of gross and net sales revenue for the contract year specific to the sales for CITY. The report shall be certified and signed by the top two (2) financial principals of the organization, such as the Chief Financial



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Officer (CFO) and Internal Auditor. If the statement is prepared by an independent Certified Public Accountant (CPA), only one (1) signature will be required. In the event the reconciliation indicates an adjustment in the payments due to the CITY is required, any such adjustment (and payments) shall be made within ten (10) days of the submittal of the report. If any funds are due by the CITY to Contractor, that amount shall be deducted from the next payment due to the CITY.

Semi-Annual Report. Contractor shall submit a semi-annual report detailing the revenues by location to indicate the best and least performing ad spaces.

#### K. RECORDS

1. Contract Files. Contractor shall keep true and accurate records of all transactions pertaining to this Contract and associated client contracts. All client contracts for advertising space shall be filed and stored by Contractor for the duration of the Contract, and shall be maintained for an additional year after the expiration date for the Contract.
2. Financial Records, Audit Requirements, and Records Requests. Contractor shall maintain thorough financial records of its activity in accordance with generally accepted accounting practices.

The CITY reserves the right to audit Contractor's records once each year of the Contract term or at CITY's convenience. Upon no less than five (5) business days' notice from CITY, such records shall be open to audit by CITY or its authorized representative during normal business hours at the local, regional, and main offices of Contractor. Contractor shall make available all sales records and posting information required to perform such an audit. The CITY reserves the right to execute physical inspections or audits of Contractor's ad and revenue postings to verify space sold with Contractor's sales records at any time during the term of this Contract.

CITY may perform, or cause to be performed, periodic, unscheduled, and unannounced informal physical and financial audits of all transit advertising activity under this Contract. Physical audits may include visible audits of advertising displays posted on CITY'S transit advertising furniture. The physical audit may constitute a detailed review of Contractor's sales and collections for the purpose of determining applicable sales; what discounts were offered and received by advertisers; and that the number of advertising faces allocated to particular advertisers was the actual amount sold. CITY may also choose to perform, or cause to be performed, a more detailed review of Contractor's pertinent financial records. Audits shall reconcile Contractor's sales and shall serve as an assessment of Contractor's performance in compliance with the terms and conditions of this Contract.

In addition to the provisions stated above, and with reasonably good cause, CITY may, upon two (2) weeks written notice, request that the records pertaining to this Contract be sent to the CITY for audit at no cost to the CITY. Upon receipt of such request, Contractor shall send all such records to the address specified in the request.

#### L. ADVERTISING STANDARDS, CONTENT, NEW TECHNOLOGY.

1. Advertising Content Responsibilities. Contractor shall be responsible for the content of all advertising to be displayed in the transit advertising program and Contractor shall use the then current Transit Advertising Standards as a basis for accepting advertising content for posting. Contractor shall have the right to reject



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any non-compliant advertising.

Contractor shall hold the CITY harmless from all litigation regarding its sale of advertising and its determination of the acceptability of advertising content. The CITY shall hold Contractor harmless from litigation resulting from its direction to Contractor to reject advertising because of content.

It is the intent of the CITY that all transit-advertising panels on CITY transit street furniture are non-public forums and are to be set aside for commercial advertisements or for transit information as provided by the CITY.

Subject to the procedures provided in Section II. A., all advertisements shall meet Transit Advertising Standards (Exhibit A), as they are amended from time to time, and shall be submitted to the CITY for review and approval by the CITY; the CITY shall be given five (5) business days to respond. The CITY may require changes in copy, visuals or other materials so that the advertisement is acceptable to community standards. A response may have the determination that further review by the CITY is necessary and may extend past the initial response time. If the CITY does not respond within five (5) business days, such design and copy shall be deemed approved.

A full description for the Advertising Review Process (Exhibit D) provides an appeal process to a client who may believe a rejected advertisement is compliant with the Transit Advertising Standards.

2. Non-Standard Advertising Displays. Contractor may propose to CITY alternate shapes and sizes of advertisements. The CITY, at its sole discretion, may accept such requests and may require further documentation on the application of the design to the transit advertising furniture; or reject such requests without assigning any reasons. Contractor shall not, without prior written approval of CITY, undertake installation of non-standard advertising displays, which may include digital displays, animation, cut-outs/embellishments, and painted bulletins.

#### M. End of Contract Closeout

1. Contract Closeout. Contractor shall work with the CITY to ensure a seamless transition between this Contract and any successor contract for the same or similar services.

Effective at termination of this contract, client contracts created and managed by Contractor shall be treated as client contracts created by Successor Contractor for the purpose of calculating revenue to the CITY using terms of this Contract and shall continue until either the contract expiration, or three (3) months from the date of the final termination of Contractor's services, whichever shall first occur. Contractor shall provide CITY with copies of client contracts and all other relevant documentation that impose on-going obligations on the part of the CITY or Successor Contractor at termination of this Contract.

All devices in the possession of Contractor and its associates and subcontractors used to access transit advertising displays and all materials installed on transit advertising displays shall become property of the CITY at no cost to the CITY.

Contractor shall provide the CITY with a physical inventory of all current advertising displays with written and accurate information noting the client name, advertisement title, and associated advertisement location. The information shall be provided in a clear and easily used format at least one (1) month prior to termination of this Contract.



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Once a Successor Contractor has been selected to perform the full range of services provided hereunder, Contractor shall assign all of its outstanding client contracts to the Successor Contractor effective at the termination of this contract, and the Successor Contractor shall be liable to Contractor only for payment of fifteen percent (15%) of Net Sales Revenue on all such outstanding Contractor client contracts. Such amounts shall be payable only when payment in full is received from the client(s) on its contract(s) and shall continue until either the contract expiration, or three (3) months from the date of the final termination of Contractor's services, whichever shall first occur. CITY shall review Successor Contractor's accounting of the payment to the Contractor.

2. Transition to Successor Contractor. Contractor shall be entitled to receive a share of Net Sales Revenue on all Contractor-established client contracts until their expiration, or three (3) months from end date of the Contract, whichever is sooner.

The Net Sales Revenue Share shall be apportioned as such:

- CITY shall retain its percentage as offered in the Contract by the Contractor.
- The Contractor's share of the Net Sales Revenue shall be 15%, paid to Contractor by Successor Contractor.
- If Contractor and Successor Contractor are same company or individual, a closeout of this Contract shall be conducted, but the remittance of 15% of Net Sales Revenue to the Contractor shall not be in effect. All other agreement closeout terms and conditions shall be in effect.

Where the Successor Contractor is an individual, firm or entity other than Contractor, Contractor shall cooperate fully with the Successor Contractor in order to effect a smooth and seamless transition. Such cooperation shall include, but is not limited to, the following:

- Share and permit the copying of all books and records necessary or convenient for the Successor Contractor to undertake its work. Such records shall include, but are not limited to, maintenance records, inventory records, supplier contracts, and support agreements;
- If original records are necessary for the Successor Contractor to properly perform its legal obligations, originals shall be provided to the Successor Contractor and Contractor shall keep copies thereof;
- Execute such documents as may be necessary to effect a transfer of all necessary contracts, goods, services and utilities;
- Not sell, transfer, convey or encumber any assets of CITY or any of the assets to be transferred to the Successor Contractor;
- Maintain the inventory levels necessary for the Successor Contractor to continue to perform the work;
- As CITY may direct, surrender to the Successor Contractor, or to CITY, all City owned real, personal and/or intellectual property;
- Inventory all property (real, personal or mixed) purchased or leased with CITY funds and all property in which CITY has an ownership or possessory interest. Include a description of the property and its location in sufficient detail to permit its easy identification.
- Until the date that the Successor Contractor assumes its position, Contractor shall fully and conscientiously perform its obligations hereunder in a professional manner.
- Should the CITY elect to perform the same or similar work using CITY forces, Contractor's duty of



## SCOPE OF WORK

Solicitation Number: **P21-0045**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

cooperation, as described above, shall extend to CITY as the Successor Contractor.

N. CONTRACT TERMINATION

Per the provisions of Special Terms and Conditions, Section 31, this Contract may be terminated at any time by mutual written consent, or by the CITY, with or without cause, upon giving thirty (30) days written notice to Contractor.

With specific regard to the Transit Advertising Program, the CITY may terminate the Contract with no further opportunity for Contractor to cure, if Contractor has committed repeat violations. "Repeat violations" shall mean: (i) within each of the contract years or portion thereof for the final contract year, there occurs five (5) or more violations of this Contract by Contractor and the CITY has provided Contractor with the required written notice pursuant to this Contract, whether or not such violations are cured; and, (ii) each such violation does not arise from causes beyond the reasonable control of Contractor, its subsidiaries or subcontractors, or without their fault or negligence.

CITY may terminate this Contract for cause upon thirty (30) days prior written notice if Contractor has committed a material breach of this Contract and has failed to cure such breach within ten (10) work days of receipt of written notice from the CITY.

If requested by the CITY, Contractor shall continue to perform the services herein until such time as CITY secures the services of a new contractor to perform the full range of services provided hereunder. Alternatively the CITY may, at its option and sole cost and expense, engage the services of a new contractor to manage Contractor's existing contracts and CITY's obligations under such contracts until a full service provider has been selected. During this interim period, the monthly revenue payments shall continue to be apportioned as though Contractor were continuing to perform the full range of its duties and Contractor shall continue to make its monthly payments on the minimum annual guarantee.



## SUBMITTAL REQUIREMENTS

Solicitation Number: **P21-0045**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

#### I. PRE-SUBMITTAL MEETING:

A pre-submittal meeting will be held virtually via GoToWebinar. **Registration is required for access.**

To Pre-Register please go to:

<https://attendee.gotowebinar.com/register/4895946473202890507>

**DATE: June 3, 2021**  
**TIME: 2:00 PM, Arizona Time**

All interested parties are urged to attend the pre-submittal Conference. Since the City staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal meeting, it is strongly recommended that interested firms send a representative.

#### II. QUESTIONS:

All questions regarding the solicitation should be sent in writing to the designated purchasing agent via email or through Messages/Opportunity Q&A on the City of Peoria's Purchasing Portal (Bonfire).

The designated purchasing agent for this solicitation is:

Terry Andersen, Contract Officer  
Phone: (623) 773-7981  
Email: [teresa.andersen@peoriaaz.gov](mailto:teresa.andersen@peoriaaz.gov)

All questions must be submitted no later than the date and time indicated on the City of Peoria's Purchasing Portal (Bonfire).

*Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.*

#### III. PROPOSAL DUE DATE:

Proposals are due no later than **5:00 P.M. on June 14, 2021**, unless the RFP is otherwise extended or cancelled via formal Solicitation Amendment.

#### IV. INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:

A. Proposals shall be submitted through the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.

B. Solicitation Amendments: Any changes to the solicitation document will be in the form of a Solicitation Amendment. Amendments are posted on the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Interested parties are cautioned to check the Purchasing Portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.

*The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.*



## SUBMITTAL REQUIREMENTS

Solicitation Number: **P21-0045**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

V. **PROPOSAL CONTENT:** The following items shall be addressed in the proposal:

A. **Proposed Revenue**

- Offeror to complete the Proposed Revenue Section.

B. **Company and Staff Experience and References**

- Demonstrate achievements in advertising with similar projects;
- Brief history of the company and experience;
- Number of staff, assignments and qualifications;
- Provide three (3) references on attached Reference Sheet;

C. **Understanding and Approach**

- The method of approach should include a written narrative to demonstrate the company's understanding and ability to satisfy the scope of work;
- Include other areas that may not have been identified by the city but may be of relevance and importance based upon your company's experience in the industry.

D. **Conformance to RFP:**


- Failure to provide all requested information may result in firm's proposal being rejected as non-responsive;
- Complete and return all City forms;
- Exceptions – Any exceptions to any part of the RFP must be clearly noted and identified.

VI. **EVALUATION CRITERIA:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- Proposed Revenue
- Company and Staff Experience and References
- Understanding and Approach
- Conformance to RFP

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

**REVENUE  
PROPOSAL FORM**

	<b>PROPOSED REVENUE</b>	<b>Materials Management Procurement</b> 9875 N. 85 <sup>th</sup> Ave., 2 <sup>nd</sup> Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: <b>P220049</b>	
<p>Contractor agrees to manage the CITY's transit street furniture advertising, as awarded, for the term of the Contract, and to make revenue payments to the CITY the greater of the percentage share of Net Sales Revenue derived from the sale of the advertising space granted under this Agreement OR shall pay to the CITY a minimum annual guarantee (adjusted annually). The percentage share of Net Sales Revenue proposed by Contractor shall be firm and fixed for the term of the Contract.</p> <p>As the Gross Sales Revenue is defined as the total amount charged for advertising services by the Advertising Contractor to the Advertisers/Clients for use of Advertising Display Spaces, and the Net Sales Revenue is defined as Gross Sales Revenue minus sales commissions (up to a maximum of 15% paid to advertising agencies), offerors are cautioned the calculation of the Net Sales Revenue is subject to the provisions contained within Section III., Advertising Installation, Subsection G. and accompanying subsections within the RFP, along with the other provisions of the RFP.</p>		
<p><b>A. Percentage Share of Net Sales Revenue from Ad Sales</b> _____ 50 _____ %</p>		
<p><b>B. Minimum Annual Guarantee (MAG)</b> \$ _____ 60,000.00 _____  <i>(Monthly payments will equal minimum annual guarantee divided 12 months)</i></p>		
<p><b>C. Optional Percentage Increase</b>  <i>(Provide Increase of revenue percentage over term of contract)</i></p> <p>Year 1 _____</p> <p>Year 2 _____</p> <p>Year 3 _____</p> <p>Year 4 _____</p> <p>Year 5 _____</p>		



## REFERENCE SHEET

### Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation Number: **P21-0045**

**Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact:**

1. Company: City of Goodyear  
Contact Name: Megan LaRocque Phone: (623) 882-7806  
Email: larocqueM@samtrans.com

2. Company: City of Goodyear  
Contact Name: Christine McMurdy Phone: (623) 882-7806  
Email: Christine.McMurdy@goodyearaz.gov

3. Company: City of Mesa  
Contact Name: David Calloway Phone: (480) 644-4131  
Email: david.calloway@mesaaz.gov



## QUESTIONNAIRE

Solicitation Number: **P21-0045**

### Materials Management Procurement

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Fax: (623) 773-7118

**Offeror acknowledges that NO changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being rejected.**

Yes     No *If no, give reason below*

**Offeror acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.**

Yes     No *If no, give reason below*

P21-0045

EXHIBIT A

City of Peoria

Transit Advertising Standards

March 10, 2021

A. It is the intent of the City that all transit advertising on city transit furniture are non-public forums and are to be set aside only for commercial advertisements or for City-specific services. **The City's primary** purpose for the transit advertising program, outside of informing the public about City services, is generating revenue.

B. Other than for City-specific services, no advertising will be accepted for use on any city transit furniture that fails to comply with the following standards:

1. The subject matter of and the speech in the advertisement must be limited to a proposed commercial transaction.
2. The advertising may not:
  - a. Be false, misleading, or deceptive.
  - b. Relate to an illegal activity.
  - c. Contain non-commercial speech.
  - d. Advertise or depict, by language or graphics, violence or anti-social behavior.
  - e. Advertise or depict language, gestures, conduct, or graphical representations that are obscene, pornographic, vulgar, profane, or scatological.
  - f. Depict a *nude* or *seminude* person, as those terms are defined in Section 11-811, Arizona Revised Statutes, or the exposed buttocks of any person.
  - g. Depict, relate to, or reference a website or other medium that relates to *specified sexual activities* or *specified anatomical areas* as those terms are defined in Section 11-811, Arizona Revised Statutes.
  - h. Advertise or depict the use of tobacco or smoking products, including if the product is advertised or depicted as a non-smoking form.
  - i. Advertise or depict the use of *spirituous liquor* as that term is defined in Section 4-101, Arizona Revised Statutes on transit furniture that is located less than 600 feet from a church or similar structure of worship, or school building.

**P21-0045  
EXHIBIT B**

<b>Peoria Bus Stop Advertising Locations</b>					
as of July 2021					
<b>#</b>	<b>Direction</b>	<b>Location</b>	<b>Street</b>	<b>Corner</b>	<b>Equipment</b>
1	SB	67th Avenue	Willow	SW	Ad Kiosk
2	SB	67th Avenue	Sweetwater	SW	Ad Kiosk
3	SB	67th Avenue	Cactus	SW	Ad Kiosk
4	SB	67th Avenue	Peoria	SW	Ad Kiosk
5	SB	67th Avenue	Mountain View	SW	Ad Kiosk
6	SB	67th Avenue	Carol	SW	Ad Kiosk
7	SB	67th Avenue	Cholla	SW	Ad Kiosk
8	WB	Peoria	67th Ave	NW	Ad Kiosk
9	EB	Peoria	67th Ave	SW	Ad Kiosk
10	EB	Peoria	69th Ave	SE	Ad Kiosk
11	EB	Peoria	71st Ave	SE	Ad Kiosk
12	WB	Peoria	71st Ave	NW	Ad Kiosk
13	EB	Peoria	75th Ave	SE	Ad Kiosk
14	WB	Peoria	77th Ave	NW	Ad Kiosk
15	EB	Peoria	77th Ave	SE	Ad Kiosk
16	WB	Peoria	79th Ave	NW	Ad Kiosk
17	EB	Peoria	79th Ave	SE	Ad Kiosk
18	WB	Peoria	81st Ave	NW	Ad Kiosk
19	EB	Peoria	83rd Ave	SE	Ad Kiosk
20	WB	Peoria	87th Ave	NW	Ad Kiosk
21	WB	Peoria	88th Dr	NW	Ad Kiosk
22	EB	Peoria	89th Ave	SE	Ad Kiosk
23	WB	Peoria	91st Ave	NW	Ad Kiosk
24	WB	Peoria	95th Ave	NW	Ad Kiosk
25	WB	Peoria	97th Ave	NW	Ad Kiosk
26	EB	Peoria	96th Ave	SE	Ad Kiosk
27	EB	Peoria	98th Ave	SE	Ad Kiosk
28	WB	Peoria	99th Ave	NE	Ad Kiosk
29	EB	Peoria	99th Ave	SE	Ad Kiosk
30	NB	83rd Ave	Stadium Way	NE	Ad Kiosk
31	EB	Bell Road	75th Ave	SE	Ad Kiosk
32	WB	Thunderbird Road	Rio Vista	NW	Ad Kiosk
33	WB	Thunderbird Road	67th Ave	NW	Ad Kiosk
34	EB	Thunderbird Road	75th Ave	SE	Ad Kiosk
35	WB	Thunderbird Road	75th Ave	NW	Ad Kiosk
36	EB	Thunderbird Road	83rd Ave	SE	Ad Kiosk
37	WB	Thunderbird Road	83rd Ave	NW	Ad Kiosk
38	EB	Thunderbird Road	88th Dr	SW	Ad Kiosk

**P21-0045  
EXHIBIT C**

<b>Peoria Bus Stop Non-Advertising Locations</b>				
as of March 2021				
<b>#</b>	<b>Direction</b>	<b>Location</b>	<b>Street</b>	<b>Equipment</b>
1	NB	83rd Ave	Alice Ave	Shelter
2	SB	83rd Ave	Alice Ave	Shelter
3	NB	83rd Ave	15525 North	Shelter
4	SB	83rd Ave	15520 North	Shelter
5	NB	83rd Ave	Beardsley	Shelter
6	SB	83rd Ave	Beardsley	Shelter
7	NB	83rd Ave	Bell Road	Bench
8	SB	83rd Ave	Bell Road	Shelter
9	NB	83rd Ave	Butler	Shelter
10	SB	83rd Ave	Butler	Shelter
11	NB	83rd Ave	Cactus Road	Shelter
12	SB	83rd Ave	Cactus Road	Shelter
13	SB	83rd Ave	Cherry Hills Dr	Shelter
14	SB	83rd Ave	Corrine Dr	Shelter
15	NB	83rd Ave	Country Gables Dr	Shelter
16	SB	83rd Ave	Country Gables Dr	Shelter
17	NB	83rd Ave	Deer Valley Road	Shelter
18	SB	83rd Ave	Deer Valley Road	Shelter
19	NB	83rd Ave	Crocus Dr	Shelter
20	SB	83rd Ave	Crocus Dr	Shelter
21	NB	83rd Ave	Larkspur Dr	Shelter
22	NB	83rd Ave	Leyva Dr	Sign and Trash Can
23	NB	83rd Ave	Lone Cactus Dr	Shelter
24	SB	83rd Ave	Lone Cactus Dr	Shelter
25	NB	83rd Ave	Mariner's Way	Shelter
26	SB	83rd Ave	Mariner's Way	Shelter
27	NB	83rd Ave	Monroe Street	Shelter
28	SB	83rd Ave	Monroe Street	Shelter
29	NB	83rd Ave	Mountain View Rd	Shelter
30	SB	83rd Ave	Mountain View Rd	Shelter
31	NB	83rd Ave	Olive Ave	Shelter
32	SB	83rd Ave	Olive Ave	Shelter
33	NB	83rd Ave	Paradise Lane	Shelter
34	SB	83rd Ave	Paradise Lane	Shelter
35	NB	83rd Ave	Pinnacle Peak Road	Seats/Trash Can
36	SB	83rd Ave	Pinnacle Peak Road	Seats/Trash Can
37	NB	83rd Ave	Shangri-La Rd	Shelter
38	SB	83rd Ave	Shangri-La Rd	Shelter
39	SB	83rd Ave	Stadium Way	Shelter
40	NB	83rd Ave	Sweetwater Ave	Shelter
41	SB	83rd Ave	Sweetwater Ave	Shelter
42	NB	83rd Ave	Thunderbird Road	Shelter
43	SB	83rd Ave	Thunderbird Road	Shelter
44	NB	83rd Ave	Union Hills Dr	Seats/Trash Can
45	SB	83rd Ave	Union Hills Dr	Shelter
46	NB	83rd Ave	Cholla Street	Shelter
47	SB	83rd Ave	Cholla Street	Shelter
48	NB	83rd Ave	Village Parkway	Seats/Trash Can
49	SB	83rd Ave	Village Parkway	Seats/Trash Can

**P21-0045  
EXHIBIT C  
cont'd**

#	Direction	Location	Street	Equipment
50	NB	83rd Ave	Vogel Ave	Shelter
51	SB	83rd Ave	Vogel Ave	Shelter
52	NB	83rd Ave	Wacker Road	Shelter
53	SB	83rd Ave	Wacker Road	Shelter
54	SB	98th Dr	Deer Valley Road	Seats/Trash Can
55	WB	Deer Valley Road	98th Drive	Seats/Trash Can
56	NB	91st Avenue	Athens St	Seats/Trash Can
57	SB	91st Avenue	Athens St	Seats/Trash Can
58	WB	Beardsley	91st Avenue	Seats/Trash Can
59	SB	91st Avenue	Beardsley	Seats/Trash Can
60	EB	Bell Road	84th Ave	Seats/Trash Can
61	WB	Bell Road	84th Ave	Seats/Trash Can
62	EB	Bell Road	87th Ave	Seats/Trash Can
63	WB	Bell Road	87th Ave	Seats/Trash Can
64	WB	Happy Valley Road	83rd Ave	Seats/Trash Can
65	EB	Happy Valley Road	91st Avenue	Seats/Trash Can
66	WB	Happy Valley Road	91st Avenue	Seats/Trash Can
67	EB	Happy Valley Road	95th Avenue	Seats/Trash Can
68	WB	Happy Valley Road	95th Avenue	Seats/Trash Can
69	WB	Happy Valley Road	98th Avenue	Shelter
70	WB	Lake Pleasant Parkway	91st Avenue	Seats/Trash Can
71	SB	91st Avenue	Lake Pleasant Avenue	Seats/Trash Can
72	EB	Lake Pleasant Parkway	95th Avenue	Seats/Trash Can
73	WB	Lake Pleasant Parkway	95th Avenue	Seats/Trash Can
74	NB	Lake Pleasant Parkway	Calle Lejos	Seats/Trash Can
75	SB	Lake Pleasant Parkway	Calle Lejos	Seats/Trash Can
76	EB	Lake Pleasant Parkway	Fletcher Way/83rd	Seats/Trash Can
77	SB	Lake Pleasant Parkway	Williams Road	Seats/Trash Can
78	WB	Peoria Avenue	75th Avenue	Shelter
79	EB	Peoria Avenue	Cotton Crossing	Shelter
80	WB	Peoria Avenue	83rd Ave	Shelter
81	WB	Peoria Avenue	85th Lane	Shelter
82	EB	Peoria Avenue	87th Ave	Shelter
83	EB	Peoria Avenue	91st Avenue	Shelter
84	WB	Thunderbird Road	70th Avenue	Shelter
85	EB	Thunderbird Road	71st Avenue	Shelter
86	EB	Thunderbird Road	79th Avenue	Shelter
87	WB	Thunderbird Road	79th Avenue	Shelter
88	WB	Thunderbird Road	91st Avenue	Shelter
89	EB	Thunderbird Road	91st Avenue	Shelter
90	EB	Thunderbird Road	94th Dr	Shelter
91	SB	91st Avenue	Union Hills Dr	Shelter
92	NB	91st Avenue	Union Hills Dr	Shelter
93	SB	67th Avenue	Thunderbird Road	Shelter
94	SB	67th Avenue	Sunnyside	Shelter

Highlighted Stops Planned to be Moved

City of Peoria

Transit Advertising Review Process

Peoria Transit reserves the right, from time to time, to suspend, modify, or revoke the application of any and all of the Transit Advertising Standards as it deems necessary to comply with the legal mandates or to facilitate its primary transportation function.

Initial Review by Advertising Contractor

The Advertising Contractor is the initial reviewer of advertisement content for this Agreement. All advertisements to be posted to transit furniture should be reviewed by the Advertising Contractor's liaison to City of Peoria Transit. A current copy of the Transit Advertising Standards is provided to the Advertising Contractor who is expected to apply those standards to all advertisements submitted by their clients. If an advertisement is questionable as to whether or not it is in compliance it will be forwarded for review to the designated Peoria Transit's Contract Manager who is responsible for the daily administration of the transit advertising program.

In any case, all advertisement to be posted to that transit furniture will be sent to Peoria Transit prior to installation as outlined in the Agreement between the Advertising Contractor and the City of Peoria Transit.

Review by City of Peoria Transit Designated Advertising Contract Manager

The contractor's liaison shall send the actual advertisement under question to the Peoria Transit designated Contract Manager who will determine its compliance with the Transit Advertising Standards. The contract manager may engage the contractor liaison in the review and discussion of suggested changes to the advertisement to bring it into compliance. A written determination will be sent to the contractor's liaison who is responsible for communicating to its client about the determination.

The Contract Manager may also include the department's general counsel in a review of the advertisement if the compliance issue may warrant a legal review.

Review with City of Peoria General Counsel

The City of Peoria's general counsel will advise the contract manager as the legal issues that may arise to help determine the compliance or non-compliance of an advertisement. After a determination is made, the Contract Manager will notify the contractor's liaison in writing.

The Contract Manager will notify the City of Peoria Public Works Director of the decision and reasoning of an advertisement determined to be non-compliant because of legal issues.

Appeal to the City of Peoria Public Works Director

In the event that an advertisement is rejected, the client proposing the advertising may request in writing the reason why the advertisement is not in compliance with the Transit Advertising Standards and the decision be reconsidered.

The Director's decision on the appropriateness of the advertisement is final.

Advertisements Submitted for Documentation May be Deemed Necessary for Review

All advertisements accepted by the contractor for posting to the City assets are to be forwarded to the designated Contract Monitor within the specified time-line noted in the Agreement between the Contractor and Peoria Transit for documentation purposes. If any advertisement submitted for documentation is deemed questionable, it will be subject to the Advertising Review Process.

Created March 8, 2021

# **PROPOSAL SUBMITTAL**

JUNE 14TH, 2021

**RESPONSE TO THE  
CITY OF PEORIA  
RFP P21-0045**

TECHNICAL PROPOSAL

OUTFRONT/

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# COVER LETTER

SECTION

1

OUTFRONT/



# COVER LETTER

MS. TERRY ANDERSON  
CONTRACT OFFICER | CITY OF PEORIA  
9875 N. 85TH AVE., 2ND FLOOR, PEORIA, AZ. 85345  
RE: REQUEST FOR PROPOSAL P21-0045 BUS STOP ADVERTISING

JUNE 14TH, 2021

Dear Ms. Anderson,

OUTFRONT Media Group LLC, a wholly owned subsidiary of OUTFRONT Media Inc., is pleased to Provide its proposal in response to the City of Peoria Request for Proposals P21-0045 Bus Stop Advertising.

OUTFRONT, with 2019 annual revenues in excess of 1.78 billion, is the country's largest out-of-home media company and currently operates in 44 U.S. markets and throughout Canada. We are also the largest provider of transit advertising services in the United States - 45 current transit agency and municipal contracts across which we generated over a half billion in transit advertising revenue in 2019.

OUTFRONT Media Inc. is a publicly traded company listed on the New York Stock Exchange under the symbol OUT. We are very proud to say that throughout our long history in the out-of-home media business we have never failed to meet any of our contractual obligations and have never defaulted on any municipal or transit agency contract.

Our company's roots in transit advertising date back 81 years to 1938 when it was first incorporated as Transportation Displays Incorporated and began providing advertising services to Long Island Rail Road, then a subsidiary of the Pennsylvania Railroad. Over the years, as we have expanded our business through acquisitions and expansion into new markets, our name has periodically changed



SECTION 1 | COVER LETTER



(CBS Outdoor, Viacom, TDI), however our commitment to leading the transit advertising business has been a constant throughout our long history.

Today, along with representing Peoria bus shelter advertising for the last 10 years, OUTFRONT represents a wide array of transit agencies including New York City Transit, Long Island Rail Road, Metro-North Railroad, Massachusetts Bay Transportation Authority, Washington Metropolitan Area Transit Authority, Metropolitan Atlanta Rapid Transit Authority, Miami-Dade Transit, Bay Area Rapid Transit, Los Angeles County Metropolitan Transportation Authority, City of Miami Shelters, City of Los Angeles Shelters, SamTrans Shelters, and Golden Gate Transit Shelters among others. Locally we represent Valley Metro Light Rail, with bus shelter contracts in the Cities of Mesa, Avondale and Goodyear.

OUTFRONT's 700 member national sales organization maintains close personal relationships with virtually every advertiser, agency or media buying service across the country and our large experienced team of local sales people in the Phoenix area insures that we will attain the appropriate and effective mix

of national and local advertisers for the City of Peoria. OUTFRONT has literally written the book on transit advertising services and our philosophy and approach to the business and success managing it is the benchmark of our industry.

We are very pleased to provide additional information in the pages of this response to the RFP and are available anytime should you have any questions or require any clarifications.

Sincerely,

Frank Sandusky  
Vice President, Transit



# PROPOSED REVENUE

SECTION

2

OUTFRONT/



**COMPANY AND STAFF  
EXPERIENCE AND  
REFERENCES**

SECTION

**3**

**OUTFRONT/**

## ABOUT OUTFRONT

OUTFRONT Media Inc. (NYSE: OUT) has a \$6.6 billion enterprise value with over \$240 million in cash flow and low debt leverage.



OUTFRONT's robust balance sheet and positive cash flows are driven by its over 2,000 employees, who are focused on delivering the best advertising and media solutions to billboard and transit advertisers nationwide. With over 80 years of experience, OUTFRONT takes its record of successfully delivering on its promises very seriously. In our history, we have never failed to meet the commitments that we have made to a transit or municipal partner.

OUTFRONT is the largest out-of-home (OOH) company in North America, with top 25 DMA coverage and more transit advertising inventory under representation than any other firm. We currently represent over 50 transit agencies and municipalities including shelter advertising contracts with the City of Miami, Miami-Dade County, MARTA, the City of Dallas, the City of Los Angeles, SamTrans in the Bay Area, The Cities of Mesa, Avondale, and Goodyear as well. Our transit media sales exceeded \$500 million in 2019, delivered by our national and local sales teams, who maintain close relationships with virtually every advertiser, agency, and media buyer nationwide.

***No other company can claim to have comparable reach or influence in OOH. OUTFRONT is the right choice for the City of Peoria.***

## TOTAL ANNUAL REVENUE

---

**\$1.514 BILLION**

**2016**

**\$1.521 BILLION**

**2017**

**\$1.606 BILLION**

**2018**

**\$1.782 BILLION**

**2019**

A COPY OF THE COMPANY'S AUDITED ANNUAL FINANCIAL STATEMENTS FROM 2014 THROUGH 2019 ARE AVAILABLE HERE:

[HTTPS://INVESTOR.OUTFRONTMEDIA.COM/FINANCIALS/DEFAULT.ASPX](https://investor.outfrontmedia.com/financials/default.aspx)

### SECTION 3 | COMPANY AND STAFF EXPERIENCE AND REFERENCES

### THE OUTFRONT TEAM



**JEREMY MALE**  
CHAIRMAN AND CHIEF EXECUTIVE OFFICER

As CEO of OUTFRONT Media, Jeremy Male directs all aspects of the company's business in the U.S., Canada, and Latin America. Jeremy was named CEO of CBS Outdoor Americas in September 2013 and led the company's IPO in March 2014, its conversion to a REIT, and the brand transformation to become OUTFRONT Media. From 2000-2013, he was CEO, U.K., Northern Europe and Australia for JCDecaux, a board director with operational responsibilities for 11 countries, and was an original member of its IPO team. Prior to his tenure at JCDecaux, Jeremy served as CEO, Europe of TDI (later CBS Outdoor), from the division's inception through the time of its sale to Infinity Broadcasting (later CBS). He grew that company from its U.K. base to include six major European markets. Jeremy served as co-chair of OAAA (Outdoor Advertising Association of America)/TAB (Transit Authority Bureau) National Convention & Trade Show for 2015.



**ANDY SRIUBAS**  
CHIEF COMMERCIAL OFFICER

As the Chief Commercial Officer, Andy is responsible for the company's strategic direction. This includes oversight of the company's partnerships, product, digital operations, technology platform, client experience and corporate and business development. Prior to joining OUTFRONT, Andy served as the Chief of Strategy and Corporate Development for Sonifi Solutions, a leading provider of digital infrastructure to the hospitality and healthcare industries. He is a 23-year veteran of the investment banking industry, who's expertise was providing strategic advice to, and raising capital for, TMT (Technology, Media & Telecommunications) companies. The development of OUTFRONT's product platform will revolutionize the out-of-home industry. The platform will bring contemporary tools to location-based media; creating "Intelligent OOH".



**RICH AMENT**  
HEAD OF TRANSIT

As Senior Vice President, Business Development, Mr. Ament oversees all aspects of the company's business relationships with our transit and municipal senior partners. Rich has been a member of the OUTFRONT team since 1983 and has led the company's efforts to introduce new digital media to transit in the markets we serve. His most significant accomplishments in this area include the introduction of Digital Urban Panels at more than 100 entrances to NYC Subway Stations in Manhattan as well as the conversion of four large format back-lit displays at Grand Central Terminal and the installation of a 26 node digital signage network at New York's Pennsylvania Station. Beginning in 2007 Mr. Ament managed all aspects of the company's Sign Storey and GameStop Digital Media Networks with digital displays installed at more than 5000 retail venues throughout the United States. Mr. Ament has also led the company's efforts to modernize the advertising infrastructure for Washington DC's Metro and the MBTA in Boston.

Educated at New York Institute of Technology and Queens College, Mr. Ament resides on Long Island with his wife and teenage children.



**CLIVE PUNTER**  
EXECUTIVE VICE PRESIDENT, CHIEF REVENUE OFFICER

Clive Punter is the executive vice president and chief revenue officer of OUTFRONT Media. He is based in New York and responsible for driving growth in Outfront Media's sales operations across the United States.

Prior to joining Outfront Media, Clive led the global marketing solutions business of LinkedIn. Previously a CBS Outdoor veteran, Clive spent fifteen years at CBS Outdoor International (now Exterion) from 1995-2010, where he was named International CEO in 2007. Clive got his start in media with the Daily Mail (Associated Newspapers), where he worked for 9 years from 1986.

Away from day to day business, Clive has a passion for sports - he is an avid skier, a bad golfer, and an enthusiastic gym goer. He's a native Brit who relishes family time with his wife of twenty years and two teenage sons. They all currently reside in the UK.

SECTION 3 | COMPANY AND STAFF EXPERIENCE AND REFERENCES

THE OUTFRONT TEAM



**MATTHEW SIEGEL**  
CHIEF FINANCIAL OFFICER

Matthew Siegel joined OUTFRONT Media as Executive Vice President and Chief Financial Officer in June of 2018. In this position, Matt is responsible for the overall financial strategy for OUTFRONT Media as the company continues to invest in growth through new products, data, and technology.

Prior to joining the company, Matt served as Executive Vice President and Chief Financial Officer of CBS Radio Inc. from November 2016 to November 2017, where he was responsible for all financial functions of the business prior to its merger with Entercom Communications Corp. in November 2017.

Before his tenure with CBS Radio Inc., Matt served as Acting Co-Chief Financial Officer, Senior Vice President and Treasurer of Time Warner Cable Inc. from 2015 to 2016, and as Senior Vice President and Treasurer from 2008 to 2015.



**JODI SENESE**  
CHIEF MARKETING OFFICER

As the CMO, Jodi Senese oversees all aspects of marketing including research, advertising and creative services, and is integral in developing new business strategies for the company. Responsible for leading the rebrand of OUTFRONT Media, she launches new company initiatives including the Insights community and an in-house creative boutique. Senese has over thirty years of experience in the out-of-home industry, formerly as Executive Vice President/Marketing at CBS Outdoor, Executive Vice President/Marketing at TDI and Vice President/Marketing at Gannett Outdoor.

Senese began her career at New York Subways in 1981. She is very involved in industry leadership and serves on the executive committee of the TAB and served as Chairwoman of the OAAA Marketing Committee from 2009 till 2013, and is the 2013 recipient of the prestigious OAAA Marketing Award. Jodi is a 1981 graduate of Rutgers University. She currently lives in Katonah, NY with her husband, two children and dog, Bello.



**RICHARD SAUER**  
EXECUTIVE VICE PRESIDENT, GENERAL COUNSEL

Rich Sauer has been Executive Vice President, General Counsel of OUTFRONT Media since December 2006. He is responsible for legal matters, including real estate, litigation, acquisitions, labor and employment as well as regulatory and government affairs.

Rich started his legal career at Dewey Ballantine, and served as partner at Jones Day. He was most recently a partner at Duane Morris. He graduated from Brown University in 1979, from the University of Michigan Law School in 1982, and is a member of the New York bar. He currently resides in Manhattan, NY.



**STEVE HILLWIG**  
EXECUTIVE VICE PRESIDENT, OPERATIONS

With 32 years of experience in the Outdoor Advertising Business, Mr. Hillwig brings a unique set of skills and genuine enthusiasm to the outdoor advertising industry. Steve is extremely knowledgeable in all aspects of the business and brings a can-do focus to our business.

Steve began his career as a carder on the Long Island Rail Road trains in 1983. In 1991, he became the New York Commuterland Construction Supervisor for Transportation Displays Incorporated ("TDI") and was promoted in 1994 to Operations Manager for New York Outdoor. In 2001, Steve was promoted to Vice President of National Operations of Viacom Outdoor (Now OUTFRONT Media).

In 2007 Steve was hired as Senior Vice President of North American Operations at Titan Outdoor where he was charged to oversee Operations for the company including all labor relations, safety, OSHA compliance as well as the companies Print Production department. Then in July of 2014 Steve was hired as Senior Vice President of National Operations at OUTFRONT Media where he is charged to oversee operations for the company including labor relations, safety and OSHA compliance.

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**FRANK SANDUSKY**  
VICE PRESIDENT, TRANSIT, WEST

A thirty year veteran of the transit advertising industry, Frank began his career in the real estate department for Independent Outdoor a small billboard company. Independent was purchased by the transit advertising company that became TDI in Los Angeles. Frank was promoted to head up the Real Estate Department before becoming TDI's Director of Operations for the western region. He eventually worked his way up to General Manager for the Los Angeles area, a position that he later held with Titan Outdoor as well. Frank joined the OUTFRONT business development team in 2015. Today, Frank manages the company's day to day relationships with OUTFRONT's many transit and municipal partners throughout the western US.



**DAN SCHERER**  
SVP, WEST REGION

Dan oversees the West Region of OUTFRONT Media. This includes all operations in the Pacific Northwest, California, Nevada and Arizona. Dan started in the OOH industry in 1992, with Outdoor Services in San Francisco. Since starting in the industry, Dan has held the positions of Sales Manager for Clear Channel Outdoor in Las Vegas, General Manager of Viacom Outdoor in Las Vegas, General Manager of Viacom, CBS Outdoor and OUTFRONT Media in Denver, and SVP of the Mountain Plains Region of OUTFRONT Media. Dan lives in Denver with his wife Sally and his two sons William and John.



**P. DAMIAN GUTIERREZ**  
VICE PRESIDENT, TRANSIT, EAST

Damian joined OUTFRONT Media in 2017 as Vice President, Transit. In his role, Damian is responsible for contract maintenance, account management, and new contract development for OUTFRONT's transit and municipal advertising business throughout the Eastern half of the US. Damian is also a proud member of the American Public Transportation Association (APTA).

Previously, Damian led the transit product and software teams at Intersection as Senior Director, Transit Product Strategy since 2015. From 2012-15, Damian served as Associate Partner at a technology consulting firm (Control Group), where he led the company's internal product development for transit solutions, as well as overseeing consulting engagements for the firm's technology clients, including Qualcomm, Oracle, Intel, and Google.

Damian's civic engagements include his election to public office as Councilman in his hometown of Amenia, NY in 2015, and his service on the Dutchess County Transit Advisory Committee. His bicycle, accordion, and 4-year old daughter keep him busy in his free time.

### SECTION 3 | COMPANY AND STAFF EXPERIENCE AND REFERENCES

### THE OUTFRONT TEAM



#### PHOENIX SALES TEAM

The OUTFRONT Phoenix sales team is a diverse, innovative and very driven group of individuals with a combined OUTFRONT sales experience of over 50 years. The group prides themselves on understanding all traditional media as well as digital, programmatic, social and mobile advertising so they can be media consultants for their advertisers instead of just order takers. The sales team is supported with a full suite of creative and marketing staff that help offer clients modern day solutions to helping promote their brands. The group has accomplished their sale goals for three years running despite a challenging sales environment over the last few years.

The sales team includes Barry Gray, a senior account executive who manages both national and local sales. He works with national buying services in Seattle, Portland, San Francisco and Detroit. Barry helps direct national business to Phoenix and is currently leading the entire company in bringing in new revenue in 2021.

Also on the team is Todd Lowder who has been with the company for over 19 years, was instrumental in helping Tuft and Needle use transit shelters across the country to launch their very successful Phoenix based company. Fred Bentzen who has been with OUTFRONT for 7 years is on pace to bring in more than double his budget in revenue this year. He recently paved the way for a local Phoenix attorney to make a major investment in transit shelters and a Light Rail full train wrap. Renee du Plessis came to OUTFRONT after being on the agency side, planning and buying for a variety of clients as well as owning her own advertising agency from 2009-2017. Randeer Korner has been in sales for over 20 years and has managed teams for marketing consulting and print advertising. Daniel Paul and Jocelyn Daily have been instrumental in current transit sales and Courtenay Parsons is our newest member with Airport advertising sales experience that will help round out the team.

The sales staff have done many team building exercises together including kickball, bowling, golf, marathons, hikes as well as donating time at HALO Animal Rescue and St. Mary's Foodbank together as a group. They all have a similar passion to help their clients be successful and also enjoy getting together for an occasional beverage at the end of the day.



**BRAD GROVER**  
GENERAL MANAGER,  
OUTFRONT ARIZONA

As General Manager, Brad Grover oversees all aspects of the business including sales, real estate and operations. He started his Out of Home career in 1994 when he joined Obie Media Corporation in Sacramento CA as an Account Executive and was eventually promoted to Regional Manager. Obie Media specialized in transit advertising and Brad oversaw transit partnerships in Sacramento, Stockton, Monterey/Carmel and Santa Cruz CA. Brad joined OUTFRONT in 1999 when he was named Sales Manager for the Sacramento market. He was promoted to General Manager for the region in 2002. He later moved to Phoenix AZ in 2017 where he was named General Manager for all of Arizona.



**BRANDI HUGHES ANDERSON**  
SALES DIRECTOR,  
OUTFRONT PHOENIX

Brandi has been a successful sales executive for more than 20 years. She started with OUTFRONT in 2013 and after 6 years as an accomplished and award-winning account executive, she was promoted to the Sales Director position in Phoenix AZ. She is passionate about leading by example, coaching others, and manages a team of 9 account executives. Brandi is focused on helping clients achieve their goals and exceeding the local market budget, while cultivating a culture of excellence that promotes OUTFRONT as an industry leading media company. She is also a dedicated wife, mother and fitness enthusiast.

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**CHRISTINE ROSE**  
REGIONAL MARKETING DIRECTOR,  
OUTFRONT WESTERN REGION

As a Regional Marketing Director at OUTFRONT, Christine Rose, develops and implements marketing strategies in support of company and regional revenue goals. She leads and mentors the marketing team members throughout the West region, focused on creating a cohesive, high-performance culture facilitating communication, education and sharing of best practices. Christine sits on OUTFRONT's Diversity and Inclusion council, the OUTreach community service team, and has been known to hit a few good runs on the company softball team. She is outgoing and loves to learn from everyone and everywhere. Christine holds a BA in marketing from California State University, Long Beach and is pursuing her MBA at the University of Southern California.



**TONY ALWIN**  
MARKETING SPECIALIST,  
OUTFRONT PHOENIX

Tony Alwin is a marketing professional for OUTFRONT, the leading Out of Home company in Phoenix AZ. He has been an Out of Home leader and pioneer for over 30 years. He has worked with many OOH companies to help them elevate their marketing and creative expertise. As a media consultant and marketing specialist at OUTFRONT, Tony helps clients achieve their advertising goals and works with the local sales team to help them increase revenue growth. He served for three years as the Chairman of the Outdoor Association of America Creative Committee, has been an OBIE judge, and served as a member of the Ad Council's OOH review committee. Tony received a bachelor's degree from the University of Wisconsin, volunteers for stage production at his church, and is a devoted husband and father.



**STERLING SORENSEN**  
OPERATIONS MANAGER,  
OUTFRONT PHOENIX

As Operations Manager for OUTFRONT Phoenix, Sterling oversees all aspects of installation, construction and maintenance of billboard and transit advertising in Arizona. He got his start in the OOH business with Outdoor Systems as a carpenter and was later promoted to crane operator and crew leader. He became head of OUTFRONT Phoenix Operations in 2004 and has a passion to train, mentor and protect his staff. Sterling has an Occupational Safety and Health Administration (OSHA) certification for safety training, is a certified forklift trainer, and has a contractor's license. Sterling is known for being able to accomplish unique design executions and he enjoys creating artwork from reclaimed and recycled materials.



**MADGE PORTER**  
TRANSIT SUPERVISOR,  
OUTFRONT PHOENIX

Madge joined OUTFRONT in March 2014 as a Sales Assistant, in October 2014 she transferred to the Transit Department. Madge serves as the liaison between OUTFRONT and City Transit Departments, Valley Metro Light Rail, vendors and sub-contractors. She works with the municipalities to facilitate ad-copy approval, installation, removal, maintenance and facility requests. Madge works closely with the OUTFRONT Operations Team to quickly and efficiently resolve field issues, replacement of damaged ad-copy, repair/replacement of transit furniture, cleanliness of transit shelter areas and safety issues. She maintains all records pertaining to contracts, communications, maintenance and revenue. She also processes monthly revenue reports and payments for City Transit Departments and Valley Metro Light Rail. Madge is an Arizona native and an avid golfer with a hole-in-one to brag about. She enjoys cooking, music, laughing and living the best life with her husband and one-eyed cat, Rocky.



**BRENT WOOD**  
DIRECTOR OF REAL ESTATE & GOVERNMENT AFFAIRS,  
OUTFRONT PHOENIX

Brent entered the OOH business in 1987 in the operations department. From 1988 to 2006 he was promoted from Operations, to Real Estate to Account Executive and was eventually given the role of Sales Manager for the OUTFRONT Phoenix market. In 2006 Brent was named the General Manager of the Atlanta Market and helped raise that market to an industry leader in the Southeast Region. Being a Phoenix native Brent decided to return home in 2009 and assume the role of General Manager of the Phoenix market. In 2016 he became the present Director of Real Estate and Government Affairs. Currently he leads a Real Estate team to manage all OUTFRONT Arizona assets including over a thousand leases in Phoenix and rural AZ, 4 local transit plants and Valley Metro Rail. He also manages political and governmental policies and procedures throughout Arizona. Brent enjoys giving back to the community and is a Board Member of AZ Adaptive Watersports (AAWS), that assists brain & spinal cord participants to waterski, surf, wakeboard, fish and kayak at Bartlett Lake AZ every summer for over 20 years.

## THE OUTFRONT TEAM

Our company's principals will maintain primary responsibility for managing all aspects of the relationship between OUTFRONT Media and the City of Peoria. The team is led by our Chairman and Chief Executive Officer, Jeremy Male; along with Andy Sriubas, Chief Commercial Officer; Rich Ament, Senior Vice President and Head of Transit; and Brad Grover, General Manager of the Phoenix area. Frank Sandusky, Vice President, Transit West, will serve as OUTFRONT's primary contract administrator.

This team of senior managers will be fully supported by the rest of the organization, including our Executive Vice Presidents: Matthew Seigel, CFO; Jodi Senese, CMO; Richard Sauer, GC; and Steve Hillwig, EVP, National Operations; as well as other members of the executive, sales, and operations teams.

This team of senior managers will be fully supported by the rest of the organization, including our Executive Vice Presidents: Matthew Seigel, CFO; Jodi Senese, CMO; Richard Sauer, GC; and Steve Hillwig, EVP, National Operations; as well as other members of the executive, sales, and operations teams.

OUTFRONT Media's large national sales organization, working under the direction of our Chief Revenue Officer, Clive Punter, EVP, maintains close relationships with virtually every advertiser, agency, and media buyer nationwide. No other company can claim to have comparable reach or influence in out-of-home.





# UNDERSTANDING AND APPROACH

SECTION

4

OUTFRONT/

## ADVERTISING PROGRAM

Achieving maximum revenues is the essence of what OUTFRONT Media does and has been doing for more than eighty years. OUTFRONT's approach to the out-of-home advertising business is one that is informed by more than eight decades of experience managing municipal advertising revenue contracts for many of the world's largest and most complex cities and transportation organizations.

The basic premise of OUTFRONT's business plan is to maximize the revenues generated by advertising while ensuring that all our efforts to that end reflect positively on our municipal partners. At OUTFRONT we take our reputation and the reputation of our partner organizations very seriously. We are well aware of the fact that we are simply agents of our municipal partners and that our actions always reflect on both organizations.

In keeping with this premise, we believe that developing and nurturing a very close working relationship with our partners must be our top priority. We are very proud the relationships we've developed over the years with our existing clients and are certain that as you check our references you will find these relationships to be at the top of the many reasons that these cities and agencies are pleased with our work on their behalf.

OUTFRONT's approach to municipal out-of-home advertising is simple; provide our advertisers with a superior opportunity to reach their target audiences in the most efficient and effective manner, and to perform in a manner that engenders our clients' confidence. It is this approach and philosophy on which we have built a superior reputation within the local, regional and national

advertising community. Our industry wide reputation for stellar performance and unsurpassed credibility is something we have worked hard to achieve and at OUTFRONT everything we do is intended to ensure that we maintain it. The trust our municipal, transit agency and advertising clients place in us is the cornerstone of everything we do.

OUTFRONT's Transit Division generated over \$500 million in revenues from such advertising programs, more by far than any other firm.



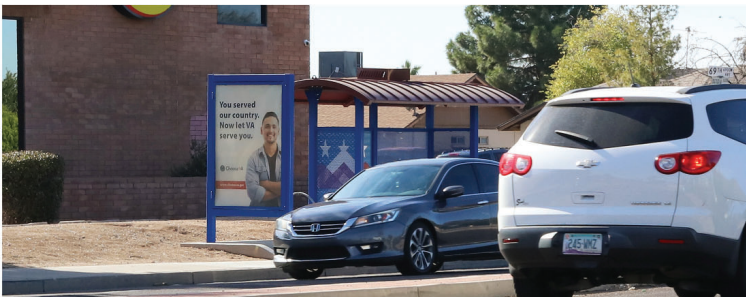
## ADVERTISING PROGRAM CONT'D

The OUTFRONT sales effort is more fully elaborated on below and it forms the backbone of our business. Managing that business effectively, however, requires a more complete and complex infrastructure which at OUTFRONT is in place and fully operational. At its core bus shelter advertising is about effectively managing the inventory of advertising devices in such a way that results in the highest yield. Much like airlines must manage available seats, out-of-home media companies must manage their inventory because once the plane takes off or the advertising period ends, we cannot fill the vacancies. As a result of this understanding OUTFRONT developed and continues to evolve both its Inventory Management Systems (IMS) and Contract Management Systems (CMS) to work hand in hand to assist us in managing the inventory to achieve the highest possible yield. IMS allows us to see at a glance our available space for any given

period providing sales management with tools that can assist them in determining rate based on the level of demand we currently face, and such tools have proven invaluable to OUTFRONT's continuing efforts to sustain growth.

IMS and CMS also form an integral part of our internal controls effort. As a publicly traded company, OUTFRONT must comply with the enhanced reporting requirements of the Sarbanes Oxley Act (SOX). Sarbanes raises the bar for and the level of accountability that senior executives of publicly held companies have relative to their reporting. As a result, publicly traded companies including OUTFRONT have developed stringent internal controls intended to ensure compliance with such things as revenue reporting. Through the introduction of the OUTFRONT Contract Management System and Inventory Management System we have created automated checks that prevent the issuance of work orders and therefore posting where no contract exists, eliminates double posting, and eliminates the possibility of selling the same inventory twice. These same systems feed our billing and revenue reporting systems helping to ensure the integrity of the reports we issue both to the public and to the transit agencies we serve.

In addition, IMS allows us to identify every individual sign we sell and provides us with a history of its posting enabling us to provide our advertising clients with accurate accountings of their posting literally by frame number or slot. It is this detail of reporting and its accuracy that has enhanced our reputation as a trustworthy organization. These same detailed reports are available to our charting and operations staffs allowing them to identify all dated copy and to arrange for its timely replacement.



## SALES ORGANIZATION

**OUTFRONT is at its heart a sales organization. Every member of the OUTFRONT team is in one way or the other involved in sales and collectively our goal is to maximize advertising revenues.**

Any good sales plan starts with a commitment and focus. At OUTFRONT, the company is organized into distinct divisions intended to ensure that the appropriate level of focus and commitment is directed toward specific product types. The OUTFRONT Transit Sales Division is committed to non-traditional out-of-home advertising in all of its forms and in order to ensure that such advertising receives the appropriate level of focus, the Transit Sales Division compensation plans are designed in such a way that they reward achievement against goals set in these media forms. All our salespeople work strictly on a commission basis and each salesperson has an established goal he or she

is expected to achieve. These sales goals are established annually and divided into quarterly budgets; once a salesperson achieves his or her goal, their sales commission rate increases making it highly lucrative for a salesperson to exceed the established goal. In addition, each salesperson is evaluated on a quarterly basis and those who are not achieving their goals will typically be placed on a “performance improvement plan” intended to help them grow their business. Sales Managers are in much the same way responsible for their sales team’s performance and their compensation is also based on achieving pre-established goals with a bonus structure that rewards over performance.

Each OUTFRONT sales team is itself organized to achieve on a national, regional and local level. In the US, OUTFRONT has over 600 sales and marketing people on the street nationwide and more than one hundred of these sales executives are strictly dedicated to Transit advertising. Most of these dedicated individuals have been selling municipal out-of-home media for many years. The senior sales executives are assigned to manage and develop the larger national advertisers, agencies and media buying services. Our national advertiser sales efforts are led by teams in our New York, Los Angeles, and Chicago sales offices, ensuring proximity to the largest agencies, media buyer, and brands. Each market also represents its own regional advertisers and local markets also have people assigned to local and hyper-local advertisers including small retailers, automobile dealers and restaurants within specific geographies.



## LOCAL APPROACH

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OUTFRONT, the largest provider of OOH in Phoenix, is focused on results driven advertising campaigns that generate ROI for our clients. As a result, our local sales team understands how to position the shelter inventory to achieve long-term sales with continued growth. Currently selling transit shelters in 4 markets across the valley, we partner with the top advertising agencies and local mom and pop business to develop strategic advertising campaigns that leverage our other OOH assets to maximize the sale and profit of transit shelters.






**CONFORMANCE  
TO THE RFP**

SECTION

5

**OUTFRONT/**

# RFP EXCEPTIONS

	<h2 style="margin: 0;">QUESTIONNAIRE</h2>	<p style="text-align: center;"><b>Materials Management Procurement</b></p> <p style="text-align: center;">9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6660 Phone: (623) 773-7115 Fax: (623) 773-7118</p>
<p>Solicitation Number: <b>P21-0045</b></p>		
<p><b>Offeror acknowledges that NO changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being rejected.</b></p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If no, give reason below</i></p> <p>Offeror accepts the City's insurance, indemnification and document use requirements, subject to the following modifications:</p> <ul style="list-style-type: none"> <li>In the sixth paragraph of Section 20 on page 9 of the Request for Proposals, delete the phrase "and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit."</li> <li>In the seventh paragraph of Section 20 on page 9 of the Request for Proposals, replace the phrase "certified copies" with the phrase "evidence".</li> <li>In the penultimate paragraph in Section 22 on page 11 of the Request for Proposals, replace the phrase "fifteen (15) days prior to the expiration date" with the phrase "as soon as practicable".</li> </ul> <p><b>Offeror acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.</b></p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If no, give reason below</i></p> <p>Offeror accepts the City's Standard Terms and Conditions and Special Terms and Conditions, subject to the following modifications:</p> <ul style="list-style-type: none"> <li>Regarding the City of Peoria's rights to audit the financial records of the Contractor, such audits will be conducted upon at least 30 days' prior written notice and be limited to once annually.</li> <li>Amend and restate Section 29 (Patents and Copyrights) of the Standard Terms and Conditions on page 6 of the RFP to read as follows:                     <p style="margin-left: 20px;"><b>29. PATENTS AND COPYRIGHTS:</b> Contractor grants to the City a perpetual, nonexclusive, royalty free right and license to use any reports, deliverables and other written materials prepared by the Contractor for the City under this contract to the extent necessary for the City to receive the Contractor's services and enforce the City's rights and perform its obligations under this contract. Subject to the foregoing license, the Contractor and its advertisers and licensors retain sole ownership of any copyrights, trademarks, patents, trade secrets or other proprietary or intellectual property rights embodied in or used in connection with the services and work product under this contract.</p> </li> <li>Delete the final paragraph of Section G.12 (Performance Problems and Liquidated Damages) on page 22 of the Request for Proposals.</li> </ul>		

**OUTFRONT/**