

COUNCIL AGENDA: JANUARY 7, 2014

SUBJECT: AWARD OF CONTRACT – REVENUE SHARING TRANSIT ADVERTISING

SOURCE: Public Works Department - Transit Division

COMMENT: On November 5, 2013, the City Council authorized staff to distribute a Request for Proposals for a second time, due to lack of participation, for Revenue Sharing Transit Advertising services. The Request for Proposal was re-issued on November 6, 2013, to a number of consultants, including all eligible local firms, to provide services in transit advertising.

On December 12, 2013, staff received one proposal from Rethought Reborn, a local marketing and advertising firm that was found to meet the desired qualifications.

Although the City received a single proposal, staff was able to subsequently negotiate a revenue sharing rate consistent with the City of Visalia, City of Tulare, and County transit advertising agreements.

Staff also evaluated two other options for the transit advertising program. First, staff evaluated the option to perform the work in-house. Staff determined this option to be unfeasible at this time due to lack of personnel and funding, but will continue to evaluate the program, as it expands, on an annual basis.

Second, staff evaluated the option of a joint advertising program with the other transit agencies in the county. Staff determined, that although feasible, it may be financially advantageous to contract with a local firm that is solely dedicated to increase revenues for the City's transit program.

RECOMMENDATION: That City Council:

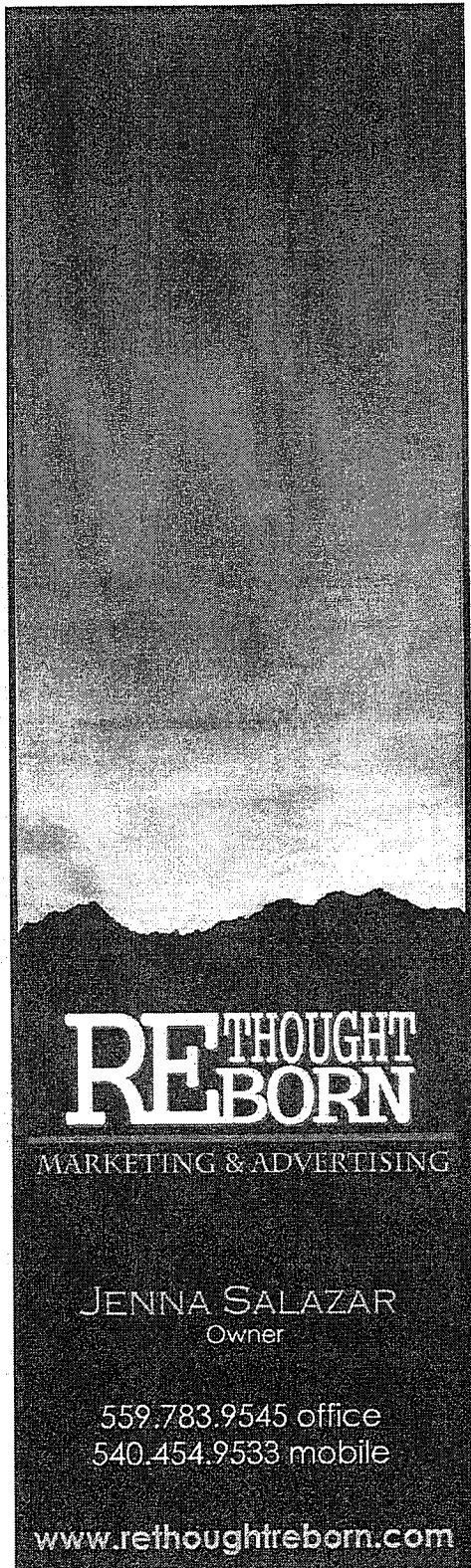
1. Authorize Staff to award a professional service contract with Rethought Reborn; and
2. Authorize the Mayor to sign all contract documents.

ATTACHMENTS: Rethought Reborn Proposal  
Professional Service Agreement

P:\pubworks\General\Council\Transit - Award of Contract - Revenue Sharing Transit Advertising - 2014-01-07.doc

Dir BSI Appropriated/Funded MSB CM J

Item No. 4



## REVENUE SHARING TRANSIT ADVERTISING

A Proposal to  
City of Porterville

Presented on  
December 11, 2013

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11 December 2013

City of Porterville  
Porterville Transit  
ATTN: Richard Tree, Transit Manager  
291 N. Main St.  
Porterville, CA 93257

RE: Revenue Sharing Transit Advertising, RFP 13/14-AC1806

Dear Mr. Tree,

Rethought Reborn is pleased to present our qualifications for Revenue Sharing Transit Advertising as outlined in RFP 13/14-AC1806. We are ready to begin this project immediately and are prepared to enter into a contract with the City of Porterville in accordance with the terms and conditions set forth in the RFP and addendum.

Rethought Reborn specializes in marketing and advertising in Tulare County. Rethought Reborn is a sole-proprietorship and located at 1967 W. Nancy Ave., Porterville, CA 93257, and has been in business for one year, and is licensed to conduct business in the City of Porterville.

Our Federal Tax ID# is 46-2086835.

Jenna Salazar, Owner and Operator, telephone (559) 783-9545, email Jenna.Salazar@rethoughtreborn.com, is the only individual authorized to enter into a binding agreement on behalf of Rethought Reborn.

Very Respectfully,

  
Jenna Salazar  
Owner & Operator  
Rethought Reborn

## A.2 Work & Sales Plan

**A.2.a Plan.** Rethought Reborn will actively solicit and service advertising contracts for advertising on Porterville Transit vehicles and bus stop amenities by

- Pricing
  - Prior pricing models are supported by the market and Rethought Reborn proposes to keep the price points similar to what they have been in the past. For more information on proposed pricing, refer to Figure 1 on page 3. Additional details such as agency discounts and payment in full for contracts six month or longer discounts can be discussed, as well.
- Marketing
  - Analyzing advertising in neighboring communities to identify likely interest in advertising in the Porterville area and contacting them to discuss advertising in Porterville
  - Contacting potential local & regional (where feasible) advertisers in person to discuss their marketing needs and benefits of transit advertising
  - Creating website dedicated solely to transit advertising with search engine optimization (SEO), allowing local and national advertisers easier access to information, forms, and payment options
  - Advertising to other organizations via multi-media channels, including traditional and social
- Advertisement Production & Delivery
  - Graphic design, customer service, and delivery of materials for installation will be handled by Rethought Reborn
- Quality Assurance
  - Advertisements will be in compliance with the City's content control specifications, produced using only durable, high-quality materials
  - As Rethought Reborn is based out of Porterville, vehicle and bus stop advertising will be inspected on a regular basis and any issues communicated to the City, and corrected promptly

**A.2.b Communication.** Rethought Reborn will submit monthly reports featuring gross billing and net billings, display types, total space available, total space sold, and total space traded or bartered, along with inventory reports. Reports will also include contract start and termination dates, for easy reference for advertisement installation and/or removal by transit staff. Additional communication can take place via email, phone or in person as needed.

**A.3 Alternate Offer**

In addition to the duties outlined in Section 2 of the RFP, Rethought Reborn will perform all administrative and billing functions associated with Revenue Sharing Transit Advertising program, submitting detailed financial and sales reports along with the City's portion of the revenues within twenty (20) calendar days after the end of the month in which they were earned.

This will eliminate any burden on City staff and resources, while allowing Rethought Reborn to be proactive and immediately responsive to all aspects of the advertising agreement with the Clients, offering a higher level of service to both the City and Clients.

	STYLE	1 MO	3 MO	6 MO	12 MO
SIGNS	King	298	287	276	264
	Queen	243	243	233	224
	Tail	298	287	276	264
WRAPS	Mural	443	426	409	393
	Full Side	637	613	588	565
	Full Wrap	n/a	1,330	1,277	1,226
INTERIOR	Interior	30	25	25	25
SHELTER	One face	291	280	269	258
	Two faces (same)	499	480	461	442

Figure 1 – Proposed pricing

## B. Firm Profile

**Firm Name:** Rethought Reborn

**Business Address:** 1967 W. Nancy Ave.  
Porterville, CA 93257

**Telephone Number:** (559) 783-9545

**Date of Establishment:** Jan 2013

**Type of Organization:** Sole-proprietorship

**Description:** Rethought Reborn provides advertising and marketing solutions for businesses designed to maximize consumer awareness and grow our clients' businesses. Generally, conglomerates and well-established businesses utilize larger marketing firms, who provide quality services but charge higher fees for their services, thereby making it impractical or impossible for small and/or start-up businesses to employ their expertise. Additionally, smaller community-based businesses often prefer to have a marketing plan designed by someone who knows the community and understands the local economy on a level larger entities cannot always provide. It is within this niche that Rethought Reborn provides its services, with an emphasis on local business growth and community outreach.

## C. Team Composition

**Owner:** Jenna Salazar

**Profile:** Jenna is an eight-year Army veteran with years of experience in the healthcare industry prior to joining the military. In January 2013, she started Rethought Reborn, as she identified a need for an advertising/marketing firm with a focus on helping local businesses in the community.

**Skills:**

- Sales
- Graphic Design
- Business Administration
- Multimedia Marketing
- Public Relations
- Business-to-Business Networking
- Website Design

**Community Involvement:**

- President & Co-founder, *Enspirit, Inc.*
- Director & Marketing Chair, *Porterville Chamber of Commerce*
- Graduate of Leadership Porterville, Class of 2013
- Committee Member, Charter Review Committee, *City of Porterville*
- Volunteer, *Summit Charter Academy Lombardi*



## D. Similar Projects

### D.1 Advertising

Recently, Rethought Reborn was contracted to design advertisements for a number of Porterville-based businesses for city-wide distribution. Examples of these individual ads are shown on this page and the following (shown smaller than actual size). Sixteen (16) businesses participated in the advertisement, with a total of twenty-four (24) spots.

Collision Repair  
Complete Paint Jobs  
Towing Available

Members thank for  
**\$100 off**  
any repair

**LIFETIME GUARANTEE**  
on all repairs & parts

**(559) 784-8827**

631 Sunnyside Ave - Porterville, CA 93257



**MARAIN'S TAX TEAM**  
INCOME TAX SPECIALISTS INC.

"COME MEET  
OUR FAMOUS TAX TEAM"

Fast Refunds • No Up-front Fees  
No Appointment Necessary

**784-1400**

98 E. Morton Ave., Porterville, CA 93257




Call us today! 569-782-1061

**SIERRA APPLIANCE SERVICE**  
SALES & SERVICE

**\$12.50 OFF**  
any  
service  
call!

663 N. Main St.  
Porterville, CA 93257  
www.sierraappliances.com


Free in-home estimates. No tag to remove. In-stock. No appointment needed!



Protect your family and your finances with benefits  
that pay you cash when you're sick or injured.

Call  
**Affac**  
today!

Jan Zimmerman  
Mobile 559-814-6645  
www.aflac.com



A Full-Service Collection Agency and Repossession Company

**ACCESS CAPITAL SERVICES INC**

419 W. Murray Avenue  
Visalia, CA 93281

Tel: (866) 935-1227 Ext. 80205  
Fax: (559) 737-5877

SHANNON FROST  
Client Services Director  
sfrost@accesscs.com

Cell: 530-979-7692




Do you owe more than  
your house is worth?  
There is hope...

**559-359-0256**

Lynn Trice

www.HUDHome.com  
www.HUDHome.com  
www.HUDHome.com

ShareSAFE Specialist • HUD Home • Investment Properties • Foreclosure



**Quality Computer Repair**  
APPLE, INAC, & PC REPAIR

**\$10 off**  
any computer service

**(559) 853-1920** 1034 W. Morton, Ste. G • Porterville, CA 93257




**VCR**  
Veteran Owned

**10 off**  
any carpet  
cleaning service\*

**(559) 781-4800**

621 S. Plano St. • Porterville, CA 93257 • www.vcr.com




Large Firm Experience. Small Town Feel.

**Greg Meister, CRPC®**  
Financial Advisor

**(661) 326-7729**

Merrill Lynch  
5080 California Avenue  
Suite 102  
Bakersfield, CA 93309

THE POWER OF THE RIGHT ADVISOR



**SHOP LOCAL AND SAVE BIG!**

- Update Your Home's Look
- Local, Personalized Service
- Affordable Prices
- Setting Materials Always in Stock

**BURGOS TILE**  
PORCELAIN TILE • CEILING & SUPPLIES

Come by the store today!  
M-F 8a-5p SAT 9a-5p

492 W. Olive #B | Porterville, CA 93257  
**559-781-7566**  
www.BurgosTile.com



### D.1 Advertising (cont'd)

**D.1 Advertising (cont'd)**

**www.portervillechiro.com**  
**Agape Health & Wellness Center**  
 Porterville's Premier Chiropractic Center  
 130 N. Villa • Porterville, CA 93257  
**(559) 784-9355**

- Complete Family Chiropractic Care • Massage Therapy
- Auto Accident Injury Treatment • Pain Relief
- Sports Injuries

**Try us today for FREE!**  
 Call now and mention this ad to schedule your FREE 30 minute massage!  
 No strings attached!



\*See restrictions apply. Call for details.

UC. NO. 410069  
**BOBUTTA ELECTRIC INC.**  
 RESIDENTIAL • COMMERCIAL • LIGHTING • SOLAR  
**(559) 781-1524**

Bring in this flyer for your choice...  
**2 Free Compact Fluorescent Lamps**  
 - or -  
**15% Off Any Fan Or Fixture**

**346 N. PORTER RD • PORTERVILLE CA 93257**

www.bobuttiaelectric.com

**DZ FRAME SHOP**  
 32 W Mill • Porterville CA 93257  
**559.853.1032**

Daniel Louwre  
 559.207.7682  
 dlo@dzframeshop.com

M-F 10-6  
 Sat 11-3

**20% OFF New Framing Project**

**VCR**  
 "Restoring Your Life"  
 604 S. Plano St. • Porterville, CA 93257 • www.vcrcorp.com

**\$100 OFF Duct Cleaning**

**(559) 781-4800**

**Sweet Smiles**  
 Serving Adults & Children  
**559-788-CLEAN**  
 265 Pearson Dr., Ste 2 • Porterville CA 93257  
 www.sweet-smilesdentistry.com

**New Patient Special**  
 Dental Exam & Full X-Rays  
**\$39.99**

WEDDINGS • RECEPTIONS • PARTIES • GRADUATIONS • QUINCEANERAS • CORPORATE EVENTS • GALAS

**Hacienda de Palmas**  
 1443 N. Lime St. • Porterville

To schedule a tour please call  
**559-789-6437**

**www.haciendadepalmas.net**

FOR OUR CURRENT SPECIAL PLEASE VISIT OUR WEBSITE

**Affac**  
 Protect your family and your finances with benefits that pay you cash when you're sick or injured.  
 Call Affac today!

Jon Zimmerman  
 Mob: 559 230 2045  
 jzimmerman@us.affac.com

**Financing your possibilities**  
**C2 FINANCIAL CORPORATION**  
**(559) 784-2080**

851 W. Morton Ave., Ste. A • Porterville, CA 93257  
 861 (559) 359-7196  
 c2emp@zinfanet.com

**Carl Kemp**

**Melson Realty**  
 "Don't think twice... call Lynn Trice"  
**559-359-0256**

www.lynntrice.com  
 www.homes.com  
 Lynn@MelsonRealty.com

Short Sale Specialties • HUD Homes • Investment Properties • Foreclosure

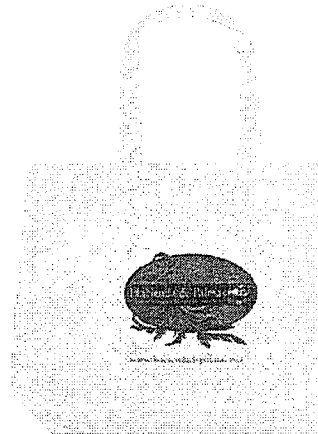
## D.2 Other Projects – Hacienda de Palmas, LLC

Rethought Reborn was engaged in October 2012 by Hacienda de Palmas to assist in starting up a new event venue. As of July 2013, Rethought Reborn has performed the following services:

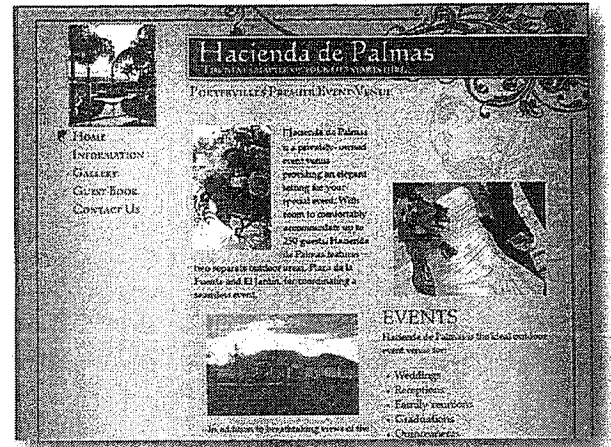
- Researched and advised Client regarding federal, state and county requirements for starting a limited liability corporation (LLC) for an event venue.
- Proposed name of venue when Client's original choice was not available.
- Designed branding, logos, promotional and marketing materials, including composing all copy (venue description, FAQ's, etc.), and tagline.
- Designed and launched Client's website and Facebook page (acting webmaster).
- Developed Terms & Conditions, Booking Request form, office forms, financial & administrative spreadsheets (accounts receivable/payable, mileage tracking).
- Designed all event pricing information handouts, and preferred vendor list.
- Networked with vendors and proposed mutually beneficial partnerships, resulting in vendors agreeing to be on our preferred vendor list and provide discounted services/products to Hacienda de Palmas clientele.
- Met with Chamber of Commerce representative obtaining membership information, resulting in the Client becoming a member and scheduled to host a Chamber Mixer.
- Registered Client for A Bridal Odyssey, Visalia's bridal expo, and designed expo booth and marketing materials; created slideshow DVD; arranged agreement with two vendors to assist in booth décor at no cost to my Client, as a gesture of goodwill for future client referrals.



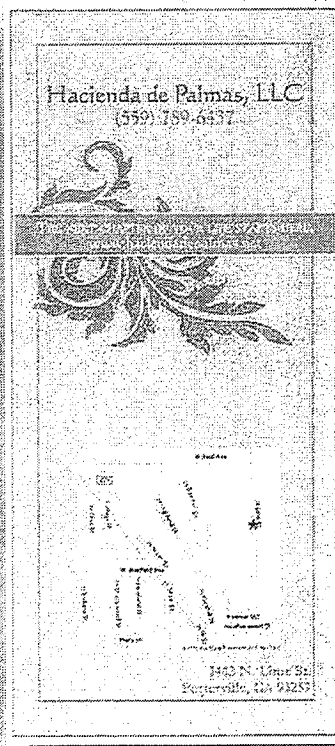
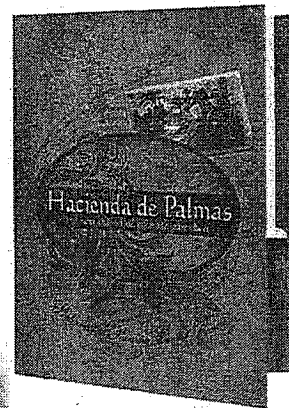
Marketing Flyer (Front)



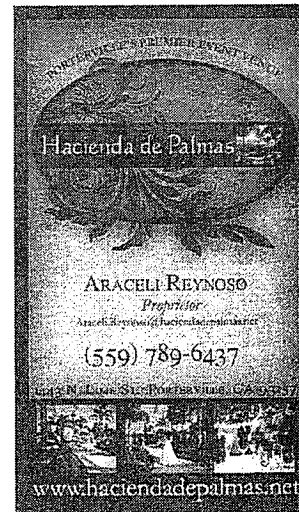
Promotional Items



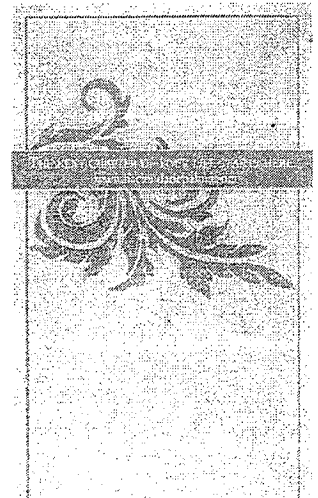
Website (home page)



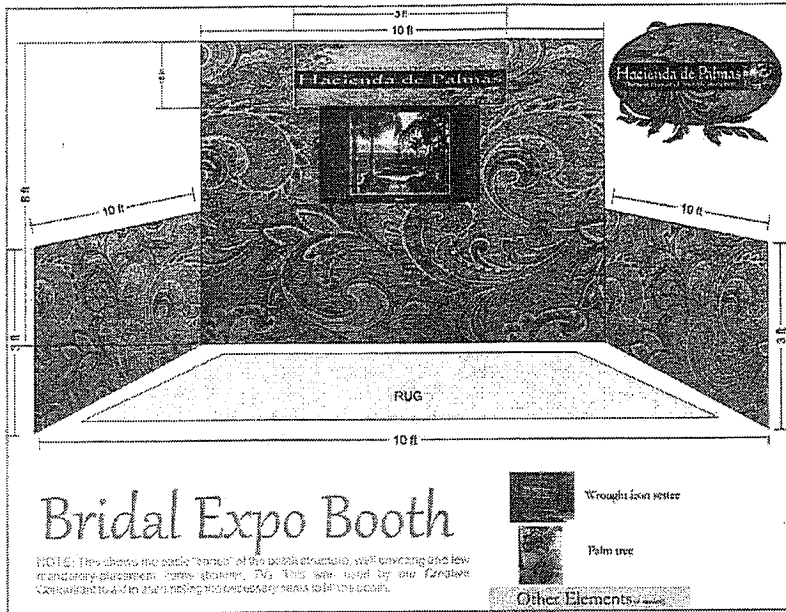
Rack Card (Front & Back)



Business Card (Front & Back)





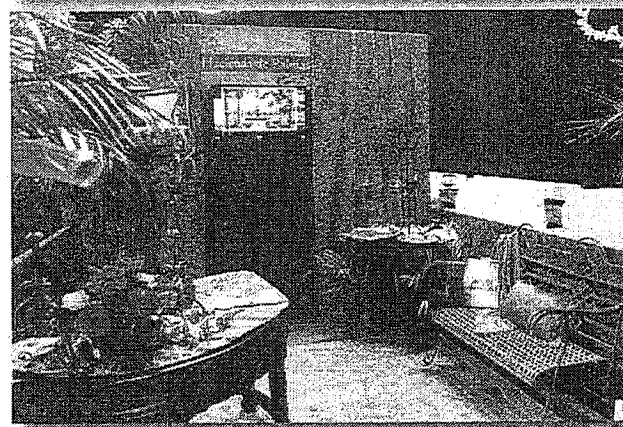


# Bridal Expo Booth

NOTE: This shows the basic "bones" of the booth structure, wall covering and low end display placement. Items (tables, chairs, etc.) will be added by our Furniture Consultant to add in additional two dimensional elements to the booth.

- Wrought iron settee
- Palm tree
- Other Elements

## Expo (Plans & Photos)



CHAMBER DE COMMERCE  
**NETWORKING MIXER**  
*Business Connections - Appetizers - Party*

**JULY 25**  
5:30-7:30

Hacienda de Palmas  
1443 N. LIME ST.  
PORTERVILLE  
559-789-6437

### Event Flyer

Preferred Vendors	
<b>AV</b>	<p><b>AV</b> - Providing PA, lighting, sound, video, and other audio-visual services for the Hacienda de Palmas events.</p> <p><b>Decorations</b> - All decorations must be approved by Hacienda de Palmas. All decorations must be removed by the vendor at the end of the event.</p> <p><b>Event Staff</b> - All event staff must be approved by Hacienda de Palmas. All event staff must be present at the event.</p> <p><b>Event Space</b> - All event space must be approved by Hacienda de Palmas. All event space must be reserved by the vendor at least 60 days in advance.</p> <p><b>Event Signage</b> - All event signage must be approved by Hacienda de Palmas. All event signage must be present at the event.</p>

WEDDINGS - RECEPTIONS - PARTIES - CELEBRATIONS - QUINCEANERAS - CORPORATE EVENTS - GOLF

**Hacienda de Palmas**

To schedule your event, please call: **559-789-6437**

1443 N. Lime St. Porterville, CA 95128

[www.haciendadepalmas.net](http://www.haciendadepalmas.net)

### Advertising

### Forms

**Booking Request**

1. Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

2. Date and time of event: \_\_\_\_\_  
 Location: \_\_\_\_\_

3. Event details: \_\_\_\_\_

4. Number of guests: \_\_\_\_\_

5. Additional information: \_\_\_\_\_

**Terms & Conditions**

1. The Hacienda de Palmas is not responsible for any damage to property or personal injury caused by the use of the facilities.

2. The Hacienda de Palmas is not responsible for any loss of property or personal injury caused by the use of the facilities.

3. The Hacienda de Palmas is not responsible for any loss of property or personal injury caused by the use of the facilities.

4. The Hacienda de Palmas is not responsible for any loss of property or personal injury caused by the use of the facilities.

5. The Hacienda de Palmas is not responsible for any loss of property or personal injury caused by the use of the facilities.

**2013 WEDDING PACKAGES**

1. Package 1: \_\_\_\_\_

2. Package 2: \_\_\_\_\_

3. Package 3: \_\_\_\_\_

4. Package 4: \_\_\_\_\_

5. Package 5: \_\_\_\_\_

**2013 EVENT PRICING**

1. Event Type: \_\_\_\_\_

2. Event Date: \_\_\_\_\_

3. Event Location: \_\_\_\_\_

4. Event Details: \_\_\_\_\_

5. Event Pricing: \_\_\_\_\_

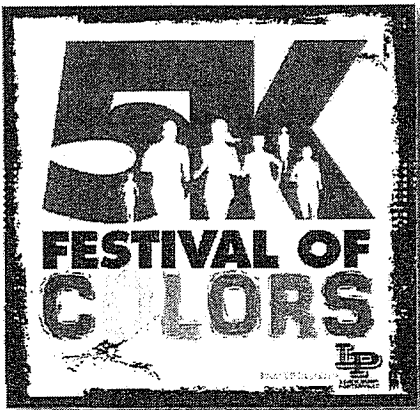
### D.3 Other Projects – Leadership Porterville 2013

Selected as a class member of Leadership Porterville 2013. Was responsible for the following:

#### D.3.a Community Service Fundraiser – Festival of Colors Run

*Total amount raised: \$18,000+. Net proceeds over \$12,000. Over 330 participants.*

- Event Chairperson
  - Planned and led all meetings leading up to event & disseminated duties among class members
  - Coordinated all race-day activities, including creating race day itinerary
- Designed & created:
  - Logo and graphics
  - LP Steering Committee presentation
  - Registration forms and tracking database
  - Newspaper ads
  - Advertising flyers
  - Event website
  - Sponsorship flyers, letters, tracking database, entry vouchers and thank-you plaques
  - Custom race bibs
  - Race program
  - Press releases
  - Banners
  - Runners' and staff's t-shirts
  - Festival of Colors Run Facebook page
- Arranged for additional race day activities, including live art show, live band, vendors, post-run refreshments and raffle
- Personally secured over \$3,000 in sponsorships (in-kind and cash donations)



Registration Form

Newspaper Ad

Event Flyer

Race Bibs

Banner

Sponsorship Plaque

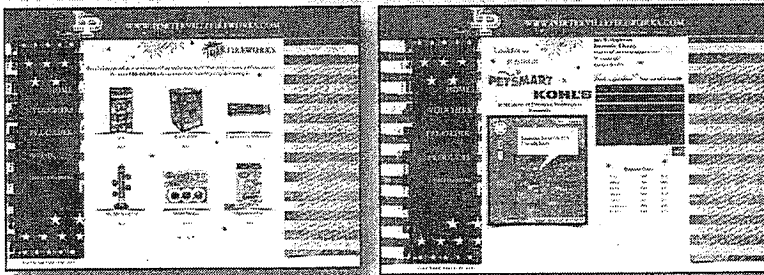
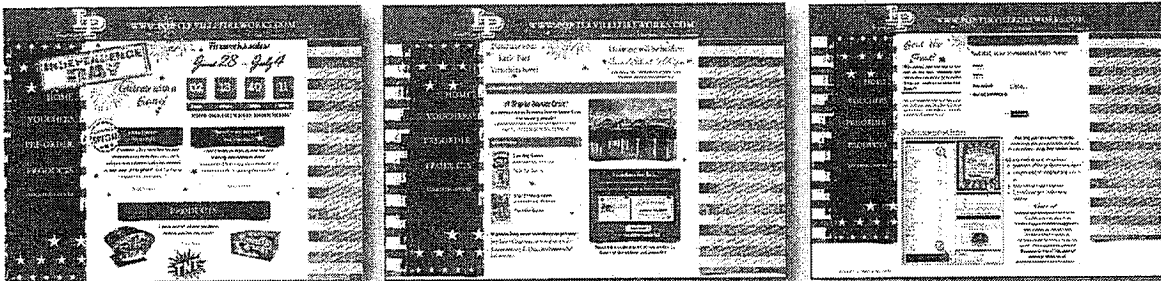


Race Day Photos



**D.3.b Community Service Fundraiser – Fireworks Booth**  
*Total amount raised: \$18,000+. Net proceeds over \$6,000*

- Designed & created:
  - Newspaper ad
  - Website
  - Marketing campaign, including “Beat the Heat” program (pre-orders), and Early Bird vouchers, with grand prize giveaway of a 3-day trip to Santa Cruz
  - Sales slips
  - Inventory tracker
  - Staff t-shirts
- Donated over 46 hours working in the booth



Website



Newspaper Ad



Banner

www.PortervilleFireworks.com

T-shirt



**D.3.c Community Service Project – Tulare County Display, State Capitol (*in progress*)**

- Elected Co-Chair of project
- Presented project & concept at a local Rotary meeting
- Proposed overall design concept, unanimously accepted by LP 2013 class members
- Networking with local Chamber of Commerce representatives and other entities to obtain community-specific material to be included in display
- Communicating with local artists to contract artistic contributions to display (*e.g. meeting with Tule River Tribe representative to commission Native American art to be incorporated in display*)
- Created background graphic for the display

**SECTION 4: FORMS AND CERTIFICATIONS**

**PRICING SCHEDULE**

This PROPOSAL FORM is to be used to submit the PROPOSER'S firm fixed revenue sharing proposal for all work described in SECTION 2 – "SCOPE OF SERVICES".

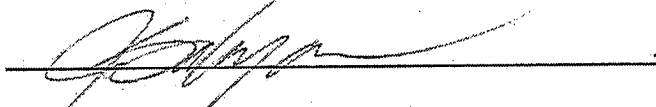
Revenue Sharing For Transit Advertising

Contractor Revenue Percentage (%)      50

City Revenue Percentage (%)              50

---

Printed Name, Title: Jenna Salazar, Owner

Signature: 

Date: 6 December 2013

**Proposer to submit signed and electronic copy**

**SECTION 4: FORMS AND CERTIFICATIONS**

**PRICING SCHEDULE – Alternate Offer**

This PROPOSAL FORM is to be used to submit the PROPOSER'S firm fixed revenue sharing proposal for all work described in SECTION 2 – "SCOPE OF SERVICES" and ADDENDUM No. 1.

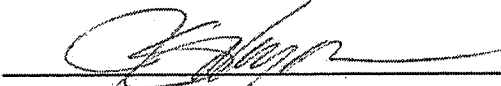
Revenue Sharing For Transit Advertising

Contractor Revenue Percentage (%)      70

City Revenue Percentage (%)              30

---

Printed Name, Title: Jenna Salazar, Owner

Signature: 

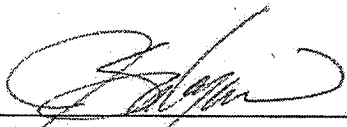
Date: 6 December 2013

**Proposer to submit signed and electronic copy**

RFP PROPOSAL FORM "A"

NON-COLLUSIVE AFFIDAVIT

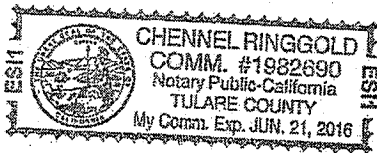
This affidavit is to be filled out and executed by the Bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of <u>California</u> , County of <u>Tulare</u>	
I, <u>Jennifer Salazar</u> , being first duly sworn, do hereby state that (Name of Affiant)	
I am <u>Owner</u> of <u>Rethought Reborn</u> (Capacity) (Name of Firm, Partnership or Corporation)	
whose business is <u>Advertising / Marketing</u>	
and who resides at <u>1967 W. Nancy Ave. Porterville CA 93257</u>	
and that <u>(none)</u> (Give names of all persons, firms, or corporations interested in the bid)	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.	
 Signature of Affiant	<u>11 DEC 13</u> Date
Sworn to before me this _____ day of _____, 20____	Seal
<b>SEE ATTACHED JURAT</b>	
Notary public _____ My commission expires _____	

JURAT

State of California }  
County of Tulare } SS.

Subscribed and sworn to (or affirmed) before me on this 11 day of December, 2013, by Jennifer Palazar, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



[Handwritten Signature]  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

RFP Proposal Form "A"  
TITLE OR TYPE OF DOCUMENT  
Non-collusive Affidavit  
1-17 pgs  
NUMBER OF PAGES  
12/11/13  
DATE OF DOCUMENT

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER



RFP PROPOSAL FORM " B"

Debarment and Suspension Certification for Prospective Contractor

Primary covered transactions must be completed by Proposer for contract values over \$25,000

Choose one alternative:

- The Bidder, Jenna Salazar DBA Rethought Reborn certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The Bid is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot).

The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

— Executed in Porterville, California.

Name: Jenna Salazar

Authorized Signature

Date

11 DEC 13

**Debarment and Suspension Certification (Lower-Tier Covered Transaction)**

This form is to be submitted by each Subcontractor receiving an amount exceeding \$25,000.

The prospective lower-tier participant (Bidder) certifies, by submission of this Bid, that neither it nor its "principals" as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

If the prospective Bidder is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an " X" in the following space: \_\_\_\_\_

**THE BIDDER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**

Name and title of the bidder's authorized official:

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

RE: RFP No. 13/14-AC1806 – This form does not apply.

**49 CFR PART - 20 CERTIFICATION REGARDING LOBBYING - FORM "C"**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
(To be submitted with each bid or offer exceeding \$100,000)

The Bidder certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC B 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**THE BIDDER, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC BB 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

Name of the Bidder or Proposer s authorized official: \_\_\_\_\_

Title: \_\_\_\_\_

Signature

Date

Per paragraph 2 of the included from Lobbying Certifications, add Standard Form - LLL, "Disclosure Form to Report Lobbying," if applicable.

RE: RFP No. 13/14-AC1806 – This form does not apply.



**BUY AMERICA CERTIFICATION - FORM "D"**

**Buy America Certification For Procurement of Steel, Iron, or Manufactured Products (Excludes Rolling Stock)**

This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.

**Certificate of Compliance**

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC Section 5323(j)(1) and the applicable regulations in 49 CFR Part 661.:

**Name and title:**

**Company:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

**Certificate of Non-Compliance**

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC Section 5323(j)(1), but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

**Name and title:**

**Company:**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

RE: RFP No. 13/14-AC1806 – This form does not apply.

**DBE PARTICIPATION INFORMATION – FORM “E”**

(Proposer must check Option #1 or #2 below, provide required information regarding certified DBE's, and sign this Information Sheet.)

  X   Option #1 – No Certified DBE participation proposed for this contract.

       Option #2 – It is proposed that the following DBE(s) be used on this contract.

<b>Name of Certified DBE</b>	<b>DBE Certification NO.</b>
DBE Address	DBE Telephone No.
DBE E-Mail Address	
Capacity of DBE (e.g., contractor, subcontractor, Vendor)	\$ Amount DBE Participation

\_\_\_\_\_  
Description of service or materials to be provided by DBE

<b>Name of Certified DBE</b>	<b>DBE Certification NO.</b>
DBE Address	DBE Telephone No.
DBE E-Mail Address	
Capacity of DBE (e.g., contractor, subcontractor, Vendor)	\$ Amount DBE Participation

\_\_\_\_\_  
Description of service or materials to be provided by DBE

Submitted by:

Signature	Date
Print Name and Title	Name of Contractor, if different than signatory



## EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE - FORM "G"

### Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Porterville, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Transit Manager setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees, placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Transit Manager, advising the labor union or the workers' representative of the CONTRACTORS' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR' non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed

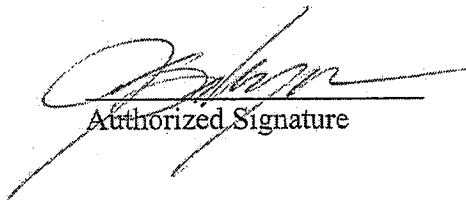
and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

**Certification on Non-Segregated Facilities**

*The Consultant hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.*

Rethought Reborn  
Name of Firm

  
Authorized Signature

6 Dec 2013  
Date

**BID FORM – Form “H”**

Bidder shall complete the following form and include it in the Bid.

**BIDDER**

By execution below by a duly authorized representative(s) of the Bidder, the Bidder hereby offers to furnish services as specified in its Bid submitted to **City of Porterville** in response to Invitation to RFP 13/14-AC1806 REVENUE SHARING TRANSIT ADVERTISING in its entirety.

Bidder:

Rethought Reborn

Street address:

1967 W. Nancy Ave.

City, state, ZIP:

Porterville, CA 93257

Name and title of Authorized Signer(s):

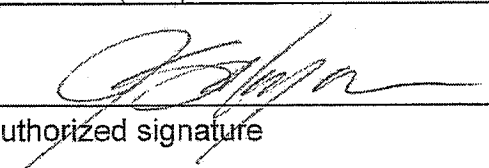
Jenna Salazar, Owner

Name and title of Authorized Signer(s):

Phone:

(559) 783-9545

Authorized signature



Date

6 December 2013

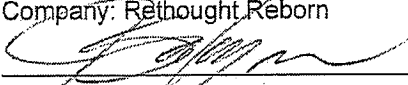
Authorized signature

Date

**PRE-AWARD EVALUATION DATA FROM - FORM "I"**

Instructions: This form is to be completed and included in the Qualifications Package. Attach additional pages is required.

City of Porterville RFP 13/14-AC1806

1. Name of firm:	Rethought Reborn
2. Address:	1967 W. Nancy Ave., Porterville CA 93257
3. <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture	
4. Date organized:	January 2013
State in which incorporated:	California, Tulare County (formed as a sole-proprietorship)
5. Names of officers or partners:	
a.	Jenna Salazar
b.	
c.	
d.	
6. How long has your firm been in business under its present name?	1 year
7. Have you been terminated or defaulted in the past five years, on any Contract you were awarded? Have you been barred by Federal process or any Western State? Has your firm ever defaulted on a performance bond? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, then attach as SCHEDULE ONE the full particulars regarding each occurrence.	
8. Attach as SCHEDULE TWO a list of similar current contracts which demonstrates your technical proficiency, each with contract amount, name and address of contracting party including a contact person and their phone number, character or type of work and percentage of completion.	
9. Attach as SCHEDULE THREE a list of similar contracts, each with contract amount, name of contracting party including a contact person and their phone number, character or type of work for similar contracts completed in the last five (5) years.	
10. In the last two (2) years have you ever been denied an award where you were selected? <u>No</u> . If the answer is YES, attach as SCHEDULE FOUR the full particulars regarding each occurrence.	
11. Have you ever failed to complete, in the past five (5) years, any contract on which you were selected? <u>No</u> . If the answer is YES, attach as SCHEDULE FIVE the full particulars regarding each occurrence.	
12. Have you had any litigation within the previous 5 years involving any current or former projects with clients or government agencies? If the answer is YES, attached as SCHEDULE SIX the findings of any litigation including the status of each case.	
The above information is confidential and shall not be divulged to any unauthorized personnel.	
The undersigned certifies to the accuracy of all information: Name and title: Jenna Salazar, Owner Company: Rethought Reborn	
 _____ Authorized signature	<u>11 DEC 13</u> _____ Date

**ACKNOWLEDGEMENT OF ADDENDA – FORM “J”**

The following form shall be completed and included in the Proposal.

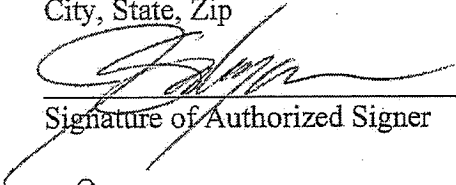
Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

---

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. 1 Dated 2 December 2013  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Offeror:	
<u>Rethought Reborn</u> Name	<u>1967 W. Nancy Ave.</u> Street Address
	<u>Porterville, CA 93257</u> City, State, Zip
	 Signature of Authorized Signer
	<u>Owner</u> Title
	<u>(559) 783-9545</u> Phone



## F. Proof of Insurance

Included in this section are the letters from insurance company for the required policies specified in the RFP. If awarded this contract, Rethought Reborn will purchase the policies the following business day after being notified, and provide a completed Accord to the City.



Business Insurance  
Workers' Compensation Proposal  
Prepared for:

**JENNIFER M SALAZAR DBA  
RETHOUGHT REBORN  
1967 W Nancy Ave  
Porterville, CA 93257**

Proposed by:

USAA INSURANCE AGENCY INC/PHS  
9800 Fredericksburg Road  
San Antonio, TX 78288

Proposal Date: 12/03/2013, 1:14 PM  
For more information: 800-343-1546  
Proposal Created by:

Trent Torres  
800-531-8722  
[ga\\_coml@usaa.com](mailto:ga_coml@usaa.com)

USAA Number: 120451712

***Total Estimated Annual Premium for Workers' Compensation: \$ 641.00***

This document is a proposal of insurance for the applicant indicated above. It is not to be used as proof of coverage, unless bound by an authorized agent.

**Important Messages:**

Reference Number: 65WEC7162GU - 003  
Policy Minimum Premium: \$600 (CA)



**Commercial Automobile Proposal**  
Proposed with  
**Sentinel Insurance Company**  
1/1/2014 to 1/1/2015

<u>Coverage</u>	<u>Limits of Insurance</u>	<u>Premium</u>
Liability	\$ 1,000,000 Per Accident	
Medical Payments	\$ See Vehicle Schedule	
Uninsured Motorists	\$ See Vehicle Schedule	
Comprehensive	\$ See Vehicle Schedule	
Collision	\$ See Vehicle Schedule	
Endorsements	\$ See Below	

**Vehicle Schedule:**

**Vehicle No.** : 0001  
**Year, Make, Model** : 2008 Audi Q7 3.6 Qt Prem Aw  
**Vin No.** : WA1BY74L28D047317  
**Garaging** : Porterville, CA 93257  
**Cost New** : \$ 48,300

Liability	\$ 1,000,000 Per Accident	\$ 1,099.00
Medical Payments	\$ 10,000 Each Insured	\$ 35.00
Uninsured Motorists	\$ 1,000,000 Per Accident	\$ 216.00
Comprehensive Deductible	\$ 500	\$ 93.00
Collision Deductible	\$ 500	\$ 404.00
Waiver of Collision Deductible		\$ 14.00

**Driver Information:**

<i>Name</i>	<i>License Number</i>	<i>State</i>
Jennifer M. Salazar	101792312	SC

Recommendations and Comments

Premium Summary

1/1/2014 to 1/1/2015  
Term

Total Automobile Annual Premium

\$ 1,863.00 \*

\* Auto premium subject to change when the actual Vehicle Identification Number is provided.

The Hartford's Direct Bill System, offers you the flexibility of various payment plans. You can tailor a plan to meet your cash flow needs. For each installment, there is a nominal fee. Also, to help you keep track of your premium payments, all of your Hartford Commercial Business can be placed on one payment plan.

To make paying your premiums as easy as possible, we also offer you the benefit of electronic payments. With this option, your payments are automatically deducted from your bank account, in accordance with the schedule you select. So there's no bill, no check, no stamp, no worry. When you receive your first bill, just call the toll free number provided and ask to sign up for Repetitive EFT (Repetitive Electronic Funds Transfer).

Acknowledged and Accepted By

\_\_\_\_\_ on \_\_\_\_\_  
(Signature of the Insured) (Date)

## G. Sub-Contractors

Rethought Reborn believes City dollars should stay in the City. As Rethought Reborn is based in Porterville, the agency has reached an agreement with another local business for sub-contracting the advertisement sign production:

Axiom Graphics  
22 S. Hockett St.  
Porterville, CA 93257  
(559) 784-5552

Axiom is a professional and versatile commercial printing agency fully capable of producing quality signage and vehicle wraps.

**AGREEMENT FOR BUS ADVERTISING SERVICES  
BY AND BETWEEN  
THE CITY OF PORTERVILLE  
AND  
RETHOUGHT REBORN**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Rethought Reborn, hereinafter referred to as "Contractor," and City of Porterville, a California municipal corporation, hereinafter referred to as "CITY" who agree as follows:

**RECITALS**

**WHEREAS**, CITY, by its Request for Proposals NO. 13/14-AC1806, duly advertised for written requests for proposals to be submitted on or before 4:00 p.m. on December 12 , 2013 for Revenue Sharing Transit Advertising ("ADVERTISING") by the CITY; and

**WHEREAS**, the CITY's RFP is attached hereto as Exhibit "A", and is incorporated herein by reference as if set forth in full; and

**WHEREAS**, CONTRACTOR submitted a proposal to CITY'S Request for Proposals; and

**WHEREAS**, after it was determined that CONTRACTOR was the highest ranked firm; and

**WHEREAS**, CONTRACTOR'S proposal in response to CITY'S Request for Proposal is attached hereto as Exhibit "B", and is incorporated herein by reference as if set forth in full; and

**WHEREAS**, the Porterville City Council has authorized the Mayor to award contracts and accept CONTRACTOR'S bid through agreement by and between CONTRACTOR and CITY upon the terms and conditions set forth herein; and

**WHEREAS**, CITY has fully complied with all federal, state, and local laws governing the public bidding process for ADVERTISING;

**NOW, THEREFORE**, incorporating the foregoing recitals herein, for and in consideration of the promises and of the mutual covenants and agreements herein contained, CONTRACTOR and CITY hereby agrees as follows:

Professional Services Agreement  
TRANSIT/Bus Advertising

**1. Grant of Rights and Privileges to Contractor**

Subject to the rights, terms and limitations contained in this agreement, including any exhibits attached hereto and made a part hereof, City hereby grants Contractor the exclusive license to supply commercial advertising on buses and bus stop amenities in a form, style and manner that is acceptable to City as more fully set forth in this Agreement.

**2. Advertising Content**

The City of Porterville's public transportation system (hereinafter referred to as Porterville Transit) will accept limited advertising on and in its vehicles, at designated areas within its transit facilities and at other transit sites as it deems appropriate to the following guidelines:

**I. Purpose and Intent**

The purpose of this policy is to create definite, uniform standards for the display of advertising on Porterville Transit buses, bus shelters and any and all other forums owned, leased, controlled or operated by Porterville Transit. It is Porterville Transit's policy that any and all forums for advertising under this policy are not public forums for political discourse or expressive activity. These areas are not intended to provide a forum for all types of advertisements, but only the limited advertisements accepted under the policy. All advertising shall be subject to this uniform, view point neutral policy.

It is Porterville Transit's declared intent and purpose to take into account interests which are of importance to the operation of the Porterville Transit system. These interests include:

- 1) Maximizing revenues by advertising;
- 2) Maintaining an orderly administration and operation of the City of Porterville's transportation system, which includes maximizing revenues by attracting and maintaining the patronage of passengers;
- 3) Maintaining the safety of passengers;
- 4) Protecting minors who travel on the Porterville Transit system; and
- 5) Avoiding any potential identification of Porterville Transit with the viewpoints expressed in advertisement on transit property.

Porterville Transit reserves the right to amend these policies and standards at any time. Any revisions or amendments to this policy will be in writing and supplied to all advertising contractor. Any member of the public may obtain a copy of these standards at any time, upon request.



## II. Advertising Standards and Restrictions

### A. Permitted Advertising Content

It is the intent of Porterville Transit to permit commercial advertising for products and services. All Commercial and Promotional Advertising must meet or exceed high quality standards of art and design as exemplified in the industry and as determined by Porterville Transit or its authorized Advertising Contractor as defined herein.

- 1) Commercial and Promotional Advertising. Commercial and promotional advertising promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, programs, transaction, donations, products or property for commercial purposes or more generally promotes an entity that engages in such activity.
- 2) Disclaimer. Porterville Transit reserves the right, in all circumstances, to require an advertisement to include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of Porterville Transit.
- 3) Additional Requirement. Any advertising in which the identity of the sponsor is not readily and unambiguously identified must include the following phrase to identify the sponsor in clearly visible letters (no smaller than 72 point type for exteriors and 24 point type for interiors): "Advertisement paid for by [Sponsor's Name]."
- 4) Government Use. The City reserves the right to utilize any areas it has deemed appropriate for advertising pursuant to this policy for its own promotional purposes, including but not limited to the promotion of city-sponsored events, or to permit use by other governmental agencies for the promotion of local governmental services.

### B. Prohibited Advertising Content

Porterville transit intends that its advertising venues constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth below. Certain forms of paid and unpaid advertising will not be permitted for placement or display on or in Porterville Transit property. No advertisement will be displayed or maintained if the advertisement or information contained in it falls within one or more of the following categories:

- 1) False, misleading, or deceptive commercial speech. This advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is false, misleading, or deceptive.
- 2) Unlawful goods or services. This advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services under local, state, or federal laws.
- 3) Unlawful conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities under local, state or federal laws.
- 4) Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by Porterville Transit of any service, product or point of view, without prior written authorization of Porterville Transit (through its Director).
- 5) Obscenity or Nudity. Contains any nudity, obscenity, sexual content, sexual excitement, or sadomasochistic abuse as those terms defined in California State statutes.
- 6) Prurient sexual suggestiveness. The advertisement contains material that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary or community standards, would find appeals to the prurient interest of minors or adults in sex.
- 7) Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products.
- 8) Alcohol, Marijuana, and Regulated Substances. Advertising that promotes the sale or use of beer, wine, distilled spirits, alcoholic beverages, or any substance licensed and regulated under California law; however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors.
- 9) Firearms. Advertisement that promotes or solicits the sale, rental, distribution or availability of firearms or firearms-related products.

- 10) Demeaning or disparaging. Advertising that includes language, pictures, or other graphic representations that are derogatory or defamatory of any person or group because of race, color, national origin, ethnic background, age, disability, ancestry, marital or parental status, military discharge status, source of income, religion, gender or sexual orientation.
- 11) Profanity. The advertisement contains profane language.
- 12) Violence. The advertisement contains and image or description of graphic violence or the depiction of weapons or other implements or devices associated in the advertisement with an act or acts of violence or harm on a person or animal.
- 13) “Adult” – oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, adult book stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites and escort services.
- 14) Political. Advertisement promoting or opposing (i) a political party; (ii) the election of any candidate or group of candidates for federal, state or local government offices; (iii) any legislation, initiative, referendum or ballot measure; or (iv) a political action committee, political campaign or political philosophy.
- 15) Public Issue. Advertising expressing or advocating an opinion, position, or viewpoint on matters of public debate about economic, political, religious or social issues.
- 16) Harmful or Disruptive to Transit System. Any material that is objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of or interference with Porterville Transit’s transportation system.

### **3. Contract Documents**

This Agreement along with all Exhibits referenced herein, and including without limitation, all documents referenced in said Exhibits shall hereinafter be referred to as the “Contract Documents.” In the event of any conflict, the Contract Documents, including specifically RFP 13/14-AC1806 and any addendums thereto, shall take priority in interpreting the respective rights and obligations of the Parties created by this Agreement. Any contract, agreement, or other document subsequently created by any Party in connection with a purchase order

issued pursuant to this Agreement and which changes or otherwise modifies the terms and conditions set forth in the Contract Documents shall not be valid without the prior written approval of both Parties to this Agreement.

**4. Description of Services**

CONTRACTOR hereby agrees to provide services and materials, as defined, through the term of this contract, based on qualifications defined in Exhibit A, Request for Proposals for Revenue Sharing Transit Advertising, as provided by CONTRACTOR in connection with the above described project.

**5. Terms of Payment**

Contractor agrees to the following payments from City:

- i) 40% revenue share on bus and bus stop amenity advertising revenue
- ii) Revenue share payments to Contractor shall be based upon gross revenue payments to City.
- iii) Sales contract information shall be submitted to and approved by City prior to installation of advertisement and included in the monthly statement.

**6. Method of Payment**

- i) Contractor shall provide City with a monthly statement, in a form acceptable to City, detailing gross advertising sales and revenue for the preceding month, broken down by category (bus, shelter, etc.) and unit (bus number; shelter location, etc.). City shall make payments to Rethought Reborn at 1967 W. Nancy Ave, Porterville, California 93257.
- ii) City shall make monthly payments prior to the thirtieth (30<sup>th</sup>) day of the following month by check.
- iii) Unless agreed otherwise, payment shall be delivered by first class mail through the facilities of the U.S. Post Office, postage paid, addressed to the applicable party in the manner set forth in this Agreement. This provision shall survive the termination of the Agreement.

**7. Performance Period**

This Agreement shall be effective from the date of execution. The term of the Agreement shall extend from the date of execution and shall continue for three (3) years through the date of \_\_\_\_\_, 2017 with an option for two (2) additional years. Contractor shall not commence work without prior written authorization from City. Either party may terminate the Agreement with ninety (90) day written notice at any time during the term of this Agreement.

**8. Time of Performance**

Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory accomplishment of the Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by a cause, present or future, which is beyond the reasonable control of the party.

**9. Professional Standard**

Contractor warrants and guarantees that the work provided under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor is engaged.

**10. Release of Information/Promotional**

Before releasing any public information, including reports or promotional materials, prepared in connection with this Agreement, Contractor shall provide a copy to Transit Manager or designated agent for review and approval prior to release of said documents.

**11. Covenant Against Gratuities**

Contractor covenants that it has not offered or given gratuities in the form of entertainment, gifts, or otherwise to any member, officer, or employee of City with a view toward securing favorable treatment in the award, modification or performance evaluation of this Agreement. For breach or violation of this covenant, City shall have the right to cancel this Agreement without any liability to Contractor.

**12. Conflict of Interest**

Contractor covenants that Contractor, at the time of the execution of this Agreement, has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed.

Contractor shall not employ any City official or employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code. Contractor warrants and covenants that no official or employee of City will be employed without the immediate divulgence of such fact to City.

Upon breach of this covenant by Contractor, City may cancel this Agreement without any liability if Contractor fails to remedy such conflict within thirty (30) days of notice to Contractor. In its discretion, City may also recover the full amount of any such compensation paid to such official, employee or business entity.

**13. Indemnification**

To the fullest extent permitted by law, Contractor does hereby assume liability for, and agrees to defend, indemnify, protect, save and hold harmless City, its directors, officers, employees, or authorized volunteers and its successors and assigns and each and everyone of them from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed, asserted against, incurred or suffered by City or its directors, officers or employees or its successors and assigns by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of:

- i) any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of Contractor or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder, except to the extent caused by the sole or active neglect of City and except as proscribed by statute; and
- ii) any claim of patent or copyright infringement or publication of defamatory material including City's failure to request removal of such material in connection with the services performed and/ or work

products provided under this Agreement by Contractor or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier; and

- iii) a release by Contractor or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any federal, state or local law or environmental statute, regulation or ordinance presently in effect, or as amended or promulgated in the future, but only to the extent that such release is not proximately contributed to or caused by City or its directors, officers or employees.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to the matters described in this indemnification provision. The parties shall cooperate in the defense of such action brought by others with respect to the matters covered in this indemnity. Nothing set forth in the Agreement shall establish a standard of care for, or create any legal rights in, any person not a party of this Agreement. The provisions of this section shall survive any termination or expiration of this Agreement.

#### **14. Insurance**

- A. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability of workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of the work of this Agreement. Contractor and subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement. Contractor shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation insurance and Contractor shall similarly require all its subcontractors and agents to waive subrogation.
- B. Automobile liability of at least \$1,000,000 is required in the event motor vehicles are used by the Contractor and/ or any subcontractor in the performance of the Agreement. One million dollars (\$1,000,000) per accident for bodily injury and property damage combined single limit.

- C. For the purpose of this Agreement there is no requirement for professional liability coverage.
- D. Contractor and/ or any subcontractor shall furnish a certificate of insurance satisfactory to the Transit Manager as evidence that the insurance required above is being maintained.
- E. The insurance shall be issued by an insurance company acceptable to the City, or be provided partial or total self-insurance, likewise acceptable to City.
- F. Contractor and/ or any subcontractor agree that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor and/ or any subcontractor agrees to provide at least thirty (3) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Agreement there, or for a period of not less than one (1) year. New certificates of insurance are subject to approval of the Transit Manager and Contractor and/ or any subcontractor agree that no services shall be performed prior to such approval. In the event Contractor and/ or subcontractor fail to keep in effect at all time insurance coverage as herein provided, City may, in addition to any other remedies it may have, terminate this Agreement.
- G. The certificate of insurance must include the following provisions stating that: (1) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to City, and (2) City, its directors, officers, employees, agents and volunteers are included as additional names insureds for all operations under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, agents or volunteers.
- H. Contractor's and/ or any subcontractor's insurance shall be primary in respect to City. Any insurance maintained by City shall be excess of Contractor and/ or subcontractor and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared and approved by City. At City's option, either: Insurer shall reduce or eliminate such deductibles or self-insured retentions; or Contractor and/ or any subcontractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.



- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City.
- K. The insurance companies shall have no recourse against City for payment of any premiums or assessments under any policy issued by any insurance company.
- L. Contractor's and/ or any subcontractor's obligations shall not be limited by the foregoing requirements and shall survive expiration of this Agreement.
- M. In the event Contractor and/ or any subcontractor cannot provide an occurrence policy, Contractor and/ or any subcontractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of this Agreement.
- N. Certificates of insurance shall meet such additional standards as may be determined by City either independently or in consultation with the Transit Manager, as essential for protection of City.

**15. Health, Safety, Fire and Environmental Protection**

- A. The Contractor and/ or subcontractor or agent shall comply federal, state and local requirements pertaining to safety, health, fire and environmental protection.
- B. In the event standards conflict, the standard providing the highest degree of protection and not in violation of any other applicable standard or law shall prevail.

**16. Termination, Cancellation, Expiration**

**A. Cancellation for Breach**

City may cancel this Agreement for breach if:

- i) Contractor fails to perform any of its obligations in accordance with the Agreement.
- ii) Contractor files a petition in bankruptcy or for reorganization.
- iii) Contractor becomes insolvent.

If City elects to cancel this Agreement for breach, City shall provide Contractor written Notice of Cancellation. Contractor shall have thirty (30) days from receipt of such Notice to cure the breach, or such longer times as may be set forth in the Notice of Cancellation. If the breach is not cured to City's written satisfaction, then cancellation of the Agreement shall become effective on the date specified by City's Notice of Cancellation. Notice of written satisfaction shall not be unreasonably withheld. In the event that the Agreement is canceled for breach, City may complete the services hereunder with its own forces or may enter into a new contract.

City shall be entitled to recover from Contractor all loss, cost or damage reasonably insured by City to provide the same level of services as set forth in the Agreement had the Agreement not been canceled for breach, and/ or obtain any relief available at law or equity.

#### **B. After Notice of Cancellation, Termination or Expiration**

At least thirty (30) days prior to the effective date of cancellation, termination, or expiration, Contractor shall give thirty (30) days' notice of termination to all its existing advertisers unless City designates a longer notice period. Upon the effective date of cancellation or termination of this Agreement, Contractor shall remove all advertising, or shall assign all advertising contractors and revenues to City upon terms and conditions mutually agreed upon by the parties.

#### **C. Notice of Expiration**

Six months prior to the expiration of this Agreement City may send Contractor a notice of expiration and request a meeting to discuss winding up of the Agreement, the potential advertisement for award of a new Agreement, or the possible extension or renewal of this Agreement.

#### **D. Transition/Carryover of Advertising Contracts**

A "Carryover Contract" is defined as any advertising contract that extends beyond the termination or expiration of this Agreement. If upon termination or expiration of this Agreement, the Contractor is not awarded a subsequent Agreement, City shall include in its Agreement with the successor firm, or City, a requirement that City shall pay to contractor 100% of the net billings of any assigned Carryover Contracts for a period of one year after the expiration of this Agreement.

**17. Third Party Obligations**

Contractor shall be solely liable to third parties with whom it enters into contract to effectuate the purposes of this Agreement. Contractor shall pay directly such parties for all amounts due under said arrangement. Contractor shall indemnify and hold City harmless from any and all claims and liabilities arising from any third party contracts. Contractor shall exert its best effort to prevent any loss to City from the failure of proper performance of any third party.

**18. Workers' Compensation**

City shall not be responsible for providing workers' compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.

**19. Assignment of Work**

Contractor may not assign this Agreement or any of its rights or obligations hereunder or the ownership interest of Contractor to any person or entity without the prior written consent of City. Nothing herein shall prevent Contractor from subcontracting out the work performed by Contractor herein, provided that Contractor shall remain responsible for the work of its subcontractors to City.

**20. Independent Contractor**

City and Contractor agree that Contractor is an independent Contractor, and is not an officer or employee of City. Contractor shall be solely responsible for the conduct and control of the work performed under this Agreement. All labor, materials and equipment necessary to complete the work shall be provided by the Contractor. Contractor shall be free to render services to others during the term of this Agreement, so long as such activities do not interfere or conflict with Contractor's responsibility or fiduciary duty to City.

Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment. Contractor shall assume all responsibility for its employees for federal and state income tax withholding, FICA, SDI, and any other deductions from income that Contractor is properly required to make as an independent Contractor.

**21. Maintenance of Records/Audit Rights**

Contractor shall keep such true and accurate accounts, records, books and data pertinent to the performance of this Agreement. Contractor shall use appropriate accounting methods to fully disclose all gross advertising sales information in a form approved by City. Such completed forms shall be submitted with each respective monthly invoice. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, and make such materials available at their respective offices at all reasonable times throughout the term of this Agreement to City or its agents and for three (3) years after expiration or termination of this Agreement. In the event that City desires to audit the books and records of Contractor pertaining to this contract, City may engage a Certified Public Accountant ("CPA") to conduct the audit, shall pay for the audit, and shall give reasonable notice to Contractor prior to such audit. This section shall survive the expiration or termination of this Agreement. City shall have the right to inspect and audit Contractor's accounting books, records and documents during normal business hours.

**22. Nonwaiver**

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**23. Modification**

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and full executed by the duly authorized officers of the parties hereto.

**24. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**25. Captions**

The headings of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

**26. Severability**

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable the remainder of this Agreement shall remain in full force and effect. If the entire Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the Agreement shall automatically be deemed canceled and neither party shall be responsible for any damages, costs, fees or lost revenue.

**27. Survivorship**

Any responsibility of Contractor for warranties, insurance or indemnity with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

**28. Relationship Between the Parties**

Nothing in these Agreement documents are intended to create, and nothing herein shall be considered as creating any partnership, joint venture or agency relationship between City and Contractor. The payment of revenue from advertising on a percentage basis is adopted by the parties hereto solely as a convenient means of measuring said revenue to be paid for the rights and purposes herein granted.

**29. Nondiscrimination**

Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of any basis listed in subdivision (a) of Section 12940 of the Government Code, as amended from time to time, in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

**30. Solicitation for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of material or leases of equipment, each potential subcontractor or supplier shall be nondiscrimination on the grounds of any basis listed in subdivision (a) of Section 12940 of the Government Code, as amended from time to time.

**31. Third Party Beneficiary**

Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, benefit any third party.

**32. Communications**

Any communications required during the administration of this Agreement, including notice of termination or cancellation, shall be address to the respective parties as follows:

CITY: Richard I. Tree, Transit Manager  
City of Porterville  
291 N. Main St.  
Porterville, CA 93257  
Phone: (559) 782-7448  
Email: [rtree@ci.porterville.ca.us](mailto:rtree@ci.porterville.ca.us)

CONTRACTOR: Jenna Salazar, Owner  
Rethought Reborn  
1967 W. Nancy Ave.  
Porterville, CA 93257  
Phone: (559) 783-9545  
Email: [jennasalazr@rethoughtreborn.com](mailto:jennasalazr@rethoughtreborn.com)

**33. Ambiguities**

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have engages counsel and negotiated the term of the Agreement. No ambiguity shall be presumed to be construed against either party.

**34. Integration**

The Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.

**35. Maintenance and Repair of Bus Shelters**

City, at its sole cost and expense, shall maintain, clean and repair existing bus shelters and all new bus shelters with advertising panels, after they are constructed. Damage to existing and new bus shelters caused by vandalism shall be included in City's responsibility under this section.

**36. Service Support**

Contractor, at its sole cost and expense, shall provide art, production and installation and removal of advertising on the outside and inside of City Transit vehicles. The physical location of the advertising on the Transit vehicles shall be provided by City. Contractor shall provide services and supplies for completion of such work at its sole discretion and at its sole cost, subject to prior written authorization from City. City shall not be responsible for the repair, service or maintenance of any advertising on City Transit vehicles. City reserves the right to remove any advertising that becomes loose or unsecured which would constitute a hazard to the public or make it hazardous to operate a Transit vehicle.

**37. Advertising Space Installation**

- A. Contractor agrees to the following conditions regarding installation of advertising on Transit vehicles and bus stop amenities:
- i) Replacement or relocation of all existing Transit logos, wording, identification, and symbols, if removed for advertising purposes, to the satisfaction of Transit Manager.
  - ii) The replacement and/ or relocation of Transit logos, wording, identification, and symbols, necessitate by advertising, shall be at the sole cost and expense of Contractor. Transit Manager will determine standard placement of logos on bus sides, front panels and rear bumpers.
  - iii) No encroachment by advertising on vehicle side windows or required vehicle identification numbers.
  - iv) Contractor is allowed to cover windows with see-through window film.
  - v) Repair of any components of Transit vehicles that are damaged due to installation of advertising including, but not limited to, vehicle paint.
- B. Installation of bus advertising will be coordinated with City to minimize disruptions to Transit service and vehicle maintenance operations and schedule. If possible, advertising installation will be scheduled during normal business hours (7:00 a.m. to 5:00 p.m., Monday through Friday). Contractor agrees to compensate City for any staff costs associated with providing access to Transit facilities during non-business hours.

- C. City will arrange for available indoor space for installation of bus advertising. Contractor will notify City a minimum of 48 hours in advance of installation. City reserves the right to reschedule the installation depending on the availability of the particular vehicle and/ or the indoor space for installation. Installation of advertising on all Transit vehicles must be done so as not to interfere with vehicles' availability for service.

**38. Waiver of Claims Against City**

Contractor hereby waives any claim against City, its officers, employees or agents, for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part thereof or by any judgment or award in any suit or proceedings declaring this Agreement null, void or voidable or delaying the same or any part thereof from being carried out, or for breach or nonperformance of this Agreement.

In addition, Contractor acknowledges that this Agreement includes provisions granting to City the right to terminate this Agreement upon such termination to order the removal of an/ or itself remove the advertising that Contractor installed on City's vehicles pursuant to this Agreement. Contractor fully waives, releases, and relinquishes forever any and all claims, demands, rights and causes of action that it may have against City under California Business and Professions Code Section 5200, et seq., any amendments thereto or other future laws, for any compensation from City not otherwise provided herein, including the payment of just compensation, as defined in the eminent domain law (Title 7, commencing with Section 1230.010, of Part 3 of California Code of Civil Procedure), in the event City exercises any such rights in accordance with the provisions of this Agreement.

In connection with the foregoing release, Contractor acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Contractor acknowledges that the release contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Contractor realizes and acknowledges that it has entered into this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of California Civil Code, Section 1542, or any statute or other similar provision now or later in effect. The release contained herein shall survive any termination or expiration of this Agreement.



**39. Taxes**

Any federal, state or local taxes levied upon this Agreement, or the transaction, shall be borne by the Contractor. These taxes shall include, but not be limited to, sales taxes.

**40. Attorney's Fees**

In the event suit is brought by either party to enforce the terms and provisions of this Agreement or to secure the performance hereof, the prevailing party shall be entitled to recover attorney's fees and costs of litigation.

**41. Controlling Law and Venue**

This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement determined in, accordance with the laws of the State of California. Any controversy arising out of or under this Agreement, if litigated, shall be adjudicated in a court of competent jurisdiction in Tulare County, California.

**42. Execution**

This Agreement is effective upon execution by both Parties. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Service Agreement on the date and year first above written.

CITY OF PORTERVILLE

By \_\_\_\_\_  
Cameron J. Hamilton, Mayor

By \_\_\_\_\_  
Jenna Salazar, Owner

Date \_\_\_\_\_

Date \_\_\_\_\_

HLH:vs