REQUEST FOR PROPOSALS (RFP)
DIGITAL BILLBOARDS
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 12-071)

A PRE-SUBMITTAL CONFERENCE WILL BE HELD
Thursday, August 30, 2012, 10 a.m., promptly
At the Economic Development Conference Room,
3rd Floor City Hall, 425 N. El Dorado, Stockton, CA 95202

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O’CLOCK P.M., THURSDAY, SEPTEMBER 20, 2012,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROponent's Checklist</td>
<td>2</td>
</tr>
<tr>
<td>1.0 GENERAL INFORMATION</td>
<td>3</td>
</tr>
<tr>
<td>1.1 REQUEST FOR PROPOSAL (RFP) PROCESS</td>
<td>3</td>
</tr>
<tr>
<td>1.2 INVITATION TO SUBMIT A PROPOSAL</td>
<td>3</td>
</tr>
<tr>
<td>1.3 LOCAL BUSINESS PREFERENCE</td>
<td>3</td>
</tr>
<tr>
<td>1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL</td>
<td>4</td>
</tr>
<tr>
<td>1.5 ACCEPTANCE OR REJECTION OF PROPOSAL</td>
<td>4</td>
</tr>
<tr>
<td>1.6 RIGHT TO CHANGE OR AMEND REQUEST</td>
<td>4</td>
</tr>
<tr>
<td>1.7 CANCELLATION</td>
<td>5</td>
</tr>
<tr>
<td>1.8 EXAMINATION OF PROPOSAL MATERIALS</td>
<td>5</td>
</tr>
<tr>
<td>1.9 ADDENDA AND INTERPRETATION</td>
<td>5</td>
</tr>
<tr>
<td>1.10 DISQUALIFICATION</td>
<td>6</td>
</tr>
<tr>
<td>1.11 INFORMAL PROPOSAL REJECTED</td>
<td>6</td>
</tr>
<tr>
<td>1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED</td>
<td>6</td>
</tr>
<tr>
<td>1.13 LICENSING REQUIREMENTS</td>
<td>7</td>
</tr>
<tr>
<td>1.14 INSURANCE REQUIREMENTS</td>
<td>7</td>
</tr>
<tr>
<td>1.15 HOLD HARMLESS</td>
<td>7</td>
</tr>
<tr>
<td>1.16 APPLICABLE LAW</td>
<td>8</td>
</tr>
<tr>
<td>1.17 METHOD OF PAYMENT</td>
<td>8</td>
</tr>
<tr>
<td>1.18 NOTICE TO OUT-OF-STATE VENDOR</td>
<td>8</td>
</tr>
<tr>
<td>1.19 TERM</td>
<td>8</td>
</tr>
<tr>
<td>1.20 COMPETITIVE PRICING</td>
<td>8</td>
</tr>
<tr>
<td>1.21 FUNDING</td>
<td>9</td>
</tr>
<tr>
<td>1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE</td>
<td>9</td>
</tr>
<tr>
<td>1.23 AUDITING OF CHARGES AND SERVICES</td>
<td>9</td>
</tr>
<tr>
<td>1.24 CHANGES</td>
<td>9</td>
</tr>
<tr>
<td>1.25 AWARD</td>
<td>9</td>
</tr>
<tr>
<td>1.26 PRODUCT OWNERSHIP</td>
<td>10</td>
</tr>
<tr>
<td>1.27 CONFIDENTIALITY</td>
<td>10</td>
</tr>
<tr>
<td>1.28 OTHER GOVERNMENTAL AGENCIES</td>
<td>10</td>
</tr>
<tr>
<td>1.30 PRE-SUBMITTAL CONFERENCE</td>
<td>10</td>
</tr>
<tr>
<td>2.0 BACKGROUND/GENERAL NATURE OF SERVICE</td>
<td>11</td>
</tr>
<tr>
<td>2.1 PROJECT SCOPE</td>
<td>15</td>
</tr>
<tr>
<td>2.2 SUBMISSION REQUIREMENTS</td>
<td>17</td>
</tr>
</tbody>
</table>
NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals are invited by the City of Stockton, California for specifications of a Digital Billboards (PUR 12-071) in strict accordance with the specifications.

The City of Stockton is soliciting proposals from qualified entities to develop and operate one-sided or two-sided digital billboards on City-Owned or -Controlled sites located along Interstate 5, State Highway 4, and State Highway 99. The digital billboards must conform to the specifications described in this request for proposals ("RFP"), as well as the requirements of Title 16, Division 3, Section 16.76.110. The selected proponent(s) will be solely responsible for all costs arising from planning, permitting, installing, operating, and maintaining the digital billboards.

A pre-submittal conference will be held on August 30, 2012, 10a.m., at the Economic Development Department Conference Room, 3rd Floor City Hall, 425 N. El Dorado, Stockton, CA 95202.

The proposal specifications and forms can be obtained from the City of Stockton’s website at http://www.stocktongov.com/services/business/bidflash/default.html and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, up to but not later than 2:00 p.m., on Thursday, September 20, 2012.

The City reserves the right to reject any and/or all proposals received.

Information on Technical Data
Janice Miller, Economic Development
(209) 937-8862
e-mail: Janice.Miller@stocktongov.com

Information on Bid Process/Clarification
Concepcion Gayotin, Purchasing
(209) 937-8712
e-mail: Concepcion.Gayotin@stocktongov.com

DISCLAIMER: The City does not assume any liability of responsibility for errors/omissions in any document transmitted electronically.

Dated: August 23, 2012

BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
DIGITAL BILLBOARDS
(PUR 12-071)

PROPONEE'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

Did You:

*___ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 26 to 28 AND PLACE IN THE FRONT OF YOUR PROPOSAL):

*___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.

*___ Complete and sign the "Proponent's Fee Schedule" form, (under separate cover).

*___ Sign the "Proponent's Agreement" form. Include (with proposal) name and e-mail address for City contact, if different from signatoree.

*___ Include your proposal, as outlined in these specifications.

*___ Submit one (1) ORIGINAL (unbound, no staples) and ten (10) COPIES of all proposal documents. Additionally, submit one (1) CD with an electronic version of the proposal.


*___ Deliver sealed proposal to City Hall, City Clerk’s Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before September 20, 2012, at 2:00 p.m. Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date (in the same format below). Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.

A) “RFP – TO PROVIDE DIGITAL BILLBOARDS
B) PUR 12-071
C) SEPTEMBER 20, 2012”

CONTACT INFORMATION:
Information on Technical Data  Information on Bid Process/Clarification
Janice Miller, Economic Development Dept Concepcion Gayotin, Purchasing Division
(209) 937-8862 (209) 937-8712
email:  Janice.Miller@stocktongov.com email:  Concepcion.Gayotin@stocktongov.com

*If not completed as required, your proposal may be rejected.

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.
REQUEST FOR PROPOSALS (RFP)
DIGITAL BILLBOARDS
(PUR 12-071)

1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide DIGITAL BILLBOARDS for the City of Stockton’s Community Development Department (PUR 12-071).

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Thursday, September 20, 2012, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

One (1) original and TEN (10) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "DIGITAL BILLBOARDS for the City of Stockton (PUR 12-071)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Chapter 5.08 shall be granted a three (3) percent bid preference. The three (3) percent preference shall be based on the amount of that portion of the bid which is subject to sales tax. This is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into the City. (Prior code § 3-106.1)
1.4 **CONSEQUENCE OF SUBMISSION OF PROPOSAL**

A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.

B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.

C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.

D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.5 **ACCEPTANCE OR REJECTION OF PROPOSAL**

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

1.6 **RIGHT TO CHANGE OR AMEND REQUEST**

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City’s website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City’s website @ [http://www.stocktongov.com/services/business/bidflash/default.html](http://www.stocktongov.com/services/business/bidflash/default.html). Failure of any proponent to not have received such information and/or
clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

1.7 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City’s best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.8 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

1.9 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON  
ATTN: JANICE MILLER  
ECONOMIC DEVELOPMENT  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202-1997  
Janice.Miller@stocktongov.com

CITY OF STOCKTON  
ATTN: CONCEPCION GAYOTIN  
PURCHASING DIVISION  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202-1997  
Concepcion.Gayotin@stocktongov.com

Such request for clarifications/questions/answers shall be delivered to the City at least ten (10) calendar days prior to the date for receipt of proposals. Any City response to a request for clarifications/questions/answers will be posted on the City’s website at http://www.stocktongov.com/services/business/bidflash/default.html (not later than five (5) calendar days prior to the due date), and will become a part of the
Request. The proponent should await responses to inquires prior to submitting a proposal.

1.10 DISQUALIFICATION

Any of the following may be considered cause to disqualify a proponent without further consideration:

A. Evidence of collusion among proponents;
B. Any attempt to improperly influence any member of the evaluation panel;
C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent’s proposal/Proponent’s bid submittal and considered non-responsive.

D. A proponent’s default in any operation of a professional services agreement which resulted in termination of that agreement; and/or

E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

1.11 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.

B. If proponent’s supplier(s) and/or subcontractor’s involvement requires the use of a licensed, patented, or proprietary process, the proponent of the
process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

1.13 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.14 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit A.

The Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please contact City of Stockton Risk Services at (209) 937-5037 with any questions.

Proof of insurance coverage for personal injury and property damage, including commercial, general and automobile liability and contractual liability shall be provided in a form acceptable to the City. The City of Stockton shall be named an additional insured by separate endorsement. Vendor shall provide notice to the City of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of worker's compensation coverage pursuant to statutory requirements shall also be provided.

All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary.
1.15 **HOLD HARMLESS DEFENSE CLAUSE**

The contractor shall defend, indemnify, and hold harmless City, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

1.16 **APPLICABLE LAW**

This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

1.17 **METHOD OF PAYMENT**

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.18 **NOTICE TO OUT-OF-STATE VENDOR**

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number SR KHE 28-051174 DP. Please do not include sales/use tax on the invoice that you submit to the City of Stockton.

Questions regarding the City of Stockton’s payment of sales/use tax can be directed to the City of Stockton’s Purchasing Division at (209) 937-8357.

1.19 **TERM**

To be negotiated.

1.20 **COMPETITIVE PRICING**

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better
than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.21 FUNDING

Any contract which results from this Request will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.

1.23 AUDITING OF CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

1.24 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's project manager, pursuant to the adopted City of Stockton Standard Specifications.

1.25 AWARD

Upon conclusion of the Request process, a contract may be awarded for DIGITAL BILLBOARDS for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most
responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.26 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.27 CONFIDENTIALITY

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.

1.28 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

1.30 PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held on AUGUST 30, 2012 at 10 a.m., promptly at the Economic Development Department Conference Room, 3rd floor City Hall, 425 El Dorado St., Stockton, CA 95202.
2.0 BACKGROUND/GENERAL NATURE OF SERVICE

2.01 Introduction

The City of Stockton is soliciting proposals from qualified entities to develop and operate one-sided or two-sided digital billboards on City-Owned or -Controlled sites located along Interstate 5, State Highway 4, and State Highway 99. The digital billboards must conform to the specifications described in this request for proposals ("RFP"), as well as the requirements of Title 16, Division 3, Section 16.76.110. The selected proponent(s) will be solely responsible for all costs arising from planning, permitting, installing, operating, and maintaining the digital billboards.

A committee comprised of staff from the City's Community Development Department, Economic Development Department, and City Manager's Office will evaluate and rank the proposals using the selection criteria outlined in this RFP, which include the following:

- Revenue generation to the City
- Design features of the digital billboards
- Extent and location of proposed removal of existing outdoor advertising media. Preference will be given to removal of media within blighted areas, the City's central core, and areas where signs are currently prohibited.
- Conformance with Digital Display Specifications
- Amount of time offered for City messages and public service announcements

The committee will present the top-ranked proposal(s) to the Stockton City Council and request authority for City staff to negotiate a master lease with the selected proponent(s). The City and the selected proponent(s) will then negotiate a master lease (or similar instrument) outlining terms under which the proponent(s) will install and operate the digital billboards.

In addition to entering into the master lease, the selected proponent(s) must demonstrate a willingness and capability to remove existing billboards in conjunction with its proposal to install the new digital billboards. This is required by the City's restrictions on new off-site signs (see below), which requires a net reduction in the number of billboards or similar outdoor advertising media within the City. The terms governing the removal of existing billboards will be specified in a "relocation agreement." At the conclusion of negotiations, both the relocation agreement and the master lease will be presented to the City Council for approval.
REQUEST FOR PROPOSALS (RFP)
DIGITAL BILLBOARDS
(PUR 12-071)

2.02 Background

A. The City

Stockton is San Joaquin County's seat and is located in the heart of the fertile Central Valley of California. Just 60 miles from the San Francisco Bay Area and 45 miles from Sacramento, the State Capitol, Stockton has an ideal central location within the state. Stockton has a comfortable, affordable, California lifestyle enriched by the pleasures of metropolitan living without congestion, overcrowding and expense.

The population of the City of Stockton was officially estimated by the 2010 Census to be 291,707, although the true population is significantly higher due to unincorporated pockets of residential areas within the City.

B. The City's Sign Code

Digital/Electronic/Moving Display/Sign signs shall only be located along freeways or access -Controlled State Highways. There shall be a maximum of two (2) Digital/ Electronic/Moving Display/Sign locations along qualifying sections of Interstate 5, a maximum of two (2) Digital/Electronic/Moving Display/Sign locations along qualifying sections of State Route 99, and a maximum of two (2) Digital/Electronic/Moving Display/Sign sign locations along qualifying sections of State Route 4. A maximum of one (1) double-faced display/sign is allowed per location. The total number of Digital/Electronic/ Moving off-premises displays/signs shall never exceed twelve (12) signs (one (1) double-faced sign installation at six (6) locations).

Digital/Electronic/Moving off-premises displays/signs are allowed to be erected and maintained only on City-Owned or -Controlled property in the IL, IG, CD, CG, or PF zoning districts subject to the City and the sign company entering into a relocation agreement.

Pursuant to the relocation agreement, and subject to the cap and to all the other standards of this section, a Digital/Electronic/Moving off-premises display/sign may be relocated to City-Owned property in the above noted zoning districts based on a sign face square footage replacement ratio of nine (9) to one (1). This means that for every new Digital/Electronic/Moving display/sign allowed, existing signs equal to nine (9) times the sign face square footage of the new sign shall be removed.

1. All Digital/Electronic/Moving Display/Signs shall require a Planning Commission use permit and a City Council approved relocation agreement.
2. A Digital/Electronic/Moving Display/Sign shall only display a series of still images, each of which must be displayed for a minimum of eight (8) seconds. Still images may not move or present the appearance of motion. Transition/blank screen time between one still image and the next shall not exceed one (1) second.

3. All off-premises signs shall be consistent and comply with all provisions of the Outdoor Advertising Act as applicable. The complete Digital/Electronic/Moving Off-Premises Displays/Signs Ordinance is attached as Exhibit C.

C. City-Owned or -Controlled Sites

1. City-Owned Sites:

The City of Stockton has numerous City-Owned sites as potential locations for proposed digital billboards. A listing of suggested sites is included as Exhibit B. The City will be the sole judge of whether the proposed sign location on the site is suitable, taking into account such factors as visibility, size of sign or foundation, and compatibility with on-site and nearby land uses.

2. City-Controlled Sites:

These are sites where the City has a sufficient legal interest in the real property through an easement, lease, right-of-way, or some other instrument to be able to use the property for the purposes identified in this RFP. This City will be the sole judge of whether the proposed sign location of the site is suitable, taking into account such factors as type of City control, visibility, size of sign or foundation, and compatibility with on-site and nearby land uses.

D. Environmental Review Standards

The California Environmental Quality Act (CEQA) requires that public agencies document and consider the potential environmental effects of agency actions that meet CEQA’s definition of a “project.” Briefly summarized, a “project” is an action that has the potential to result in direct or indirect physical changes in the environment. A project includes the agency’s direct activities, as well as activities that involve public agency approvals or funding. Provided that a project is not found to be exempt from CEQA, the first step in the agency’s evaluation of the
potential environmental effects of the project is the preparation of an Initial Study. The City Council's approval of the master lease and relocation agreement will be a project under CEQA and compliance with CEQA will be required. As a signatory to the City’s “Memorandum of Understanding Concerning Processing, Preparing, and Adoption of CEQA Documents”, the project proponent will be responsible for the preparation of an Initial Study and any subsequent environmental documentation. The City will determine the level of environmental review required. The selected proponent(s) will be responsible for all costs associated with such review and compliance, including noticing costs, filing fees, staff costs, and consultant fees. To this end, the selected proponent(s) will be required to deposit funds in advance sufficient to cover such costs.
2.1 PROJECT SCOPE

2.11 Specifications for Proposed Digital Billboards

A. Current best available digital-billboard technologies, including but not limited to the following:

1. Remote diagnostic and maintenance capability
2. "Amber Alert" capability
3. Automatic brightness adjustment to ambient lighting conditions
4. UL and IEC approved
5. Color calibration to ensure consistent image quality
6. Remote shutdown capability

B. Code Requirements, including but limited to the following:

1. Maximum size of 672 square feet
2. Maximum height of 35 feet above the adjacent freeway surface or the adjacent freeway sound attenuation structure, whichever is greater.
3. No off-premises Digital/Electronic/Moving Display/Sign shall be located nearer than 500 feet to any portion of another off-premises sign and no nearer than 5,000 feet to any other off-premises Digital/Electronic/Moving Display/Sign.

C. Construction and operation requirements:

1. Regularly scheduled onsite maintenance
2. Internal service access for safety and improved appearance (no visible catwalks)
3. Constructed to comply with all applicable City codes

D. The master lease will require the selected proponent(s) to maintain, repair, and upgrade the digital billboards as needed to provide the best available digital-billboard technologies during the term of the master lease.

2.12 Business Terms

To be considered, a proposal must meet the following minimum requirements:

A. The proposed digital billboards must conform to the specifications set out above.

B. The proposal must include the removal of existing "static" billboards for each proposed digital billboard, at a sign face square footage replacement ratio of at least nine to one. Terms for removal of individual static billboards will be included within the relocation agreement to be presented.
to the City Council for its approval. In the event proposed removal locations are not approved, the selected proponent(s) will offer alternative locations for consideration by the City Council. Further, off-premises signs and their associated square footage removed after the establishment of the current 306 cap and not replaced, may be used to satisfy the nine (9) to one (1) replacement ratio for new digital sign installation contained in the ordinance and this Request for Proposal. Any use of this "banked" sign area shall be clearly identified in the proposal and is subject to verification by the City.

C. The proposal may be for any City-Owned location(s) shown in Exhibit B, or other appropriate City-Owned or -Controlled sites, so long as the proposed location(s) meet the minimum spacing requirement and the proposal meets the minimum replacement ratio.

D. Proposed remuneration to the City must include (1) an initial payment consistent with the standard in the outdoor-advertising industry (i.e., "signing bonuses"); and (2) monthly lease payments for individual sites. The monthly lease payments must have scheduled automatic adjustments for lease rate increases. In addition, the proposal must provide for periodic review and renegotiation of the monthly lease payments so that the City's remuneration remains consistent with prevailing market conditions throughout the term of the lease.

E. Proposal must include a “City of Stockton” identification sign on each side of the sign structure.

F. Proposal must make the sign available for Amber Alert messages, public service announcements, and City messages.

G. The term of the master lease must for a minimum of 25 years.

H. The proposed digital billboard must include a replacement schedule.

I. The master lease to be negotiated between the City and the selected proponent(s) will require the proponent to do the following:

1. Promptly take all action necessary to investigate and remedy the release of any "hazardous substances" (to be further defined within the lease) caused by the proponent's activities on the City's property.

2. Maintain, at no cost to the City, and in amounts acceptable to the City, both public liability insurance and fire-and-casualty insurance covering improvements placed onsite.
2.2 SUBMISSION REQUIREMENTS

To be considered, a proposal must include the following information:

A. Proponent Identification and Experience

1. The name, address, and telephone numbers of the proponent's team, along with resumes and a description of background experience of each team member.

2. The type of legal entity with which the City would contract (e.g., individual, corporation, partnership, joint venture, limited-liability company).

3. A description of any relationship the development team may have with subsidiaries, joint venture partners, or others significant to the project development.

4. Documentation demonstrating that the development team is qualified to undertake the proposed project, including but not limited to the following:

   a) Overall experience with large, multi-site, digital-billboard development
   b) Experience with public/private development, including references of public partners
   c) Access to financial resources consistent with project requirements
   d) A track record of superior design
   e) The track record of the team assigned to the Stockton project
   f) The identity of the principal person within the development team who is authorized to negotiate on its behalf (the "Key Negotiator") and the authority the Key Negotiator possesses. If the Key Negotiator has limited authority, describe the process required to obtain authorization. The Key Negotiator's resume must indicate that he or she is qualified to serve as Key Negotiator, with success in negotiating public/private partnerships and developing the type of development being proposed (include references that can validate the Key Negotiator's role in the prior projects).
B. Development Proposal

1. Submit one proposal per proposed digital-billboard site, with a maximum of two proposals per company. Do not submit one proposal for multiple sites.

2. A description of the proposed digital-billboard project, including identification of sites and anticipated installation schedule.

3. The individual digital billboard designs, with sufficient detail to illustrate the scale, size, and mix of design elements. Include, at a minimum, the following design information in schematic form:
   a) Site Plan
   b) Elevations

4. Information pertaining to each proposed digital billboard in sufficient detail to verify conformance with the specifications outlined in this RFP.

C. Proposed Development Schedule

A preliminary schedule for development of the proposed digital billboards that addresses, at a minimum, preparation of design plans, projected approval dates, commencement and completion of construction, and operation of the digital billboards. The City will expect that construction of the digital billboard(s) will commence within twelve months of execution of any lease agreements.

D. Business Proposal and Financing Plan

1. The terms of an offer to lease the City-Owned or -Controlled sites in accordance with the requirements specified herein, including but not limited to a detailed description of the proposed remuneration to the City, i.e., proposed monthly lease payments, scheduled automatic adjustment, periodic review and renegotiation, "signing bonuses," and payments due upon completion of each digital billboard.

2. Proposals that do not identify a minimum compensation of $75,000 annually (not including any signing bonuses) to the City of Stockton may be rejected.

3. Proposal shall also identify the location and square footage of existing billboards to be removed. Square footage of billboards to be removed shall be at a minimum replacement ratio of nine to one.
2.3 **Proposal Evaluation**

Responses to the RFP will be evaluated based upon the financial offer and the project proposal, in accordance with the following criteria. Proposals that include the removal of billboards in blighted areas or currently prohibited areas will be given greater consideration.

**Financial Offer:**
- Business offer - financial benefits to the City
- Financial resources consistent with business offer and project requirements

**Project Proposal:**
- Square footage of billboard area removed through relocation agreement
- Elimination of billboards in blighted areas
- Elimination of billboards in currently prohibited areas
- Quality of design elements proposed
- Experience with development and operation of digital billboards in urban areas
- Track record of proponent(s)'s team
- Experience in public/private development partnerships
- Compatibility of proposals to meet the objectives identified for the City-Owned or -Controlled sites and all other factors and criteria set out in this RFP.

2.31 **Review and Selection Process**

Responses to the RFP will be reviewed by a committee composed of staff from the following City departments and offices: Community Development, Economic Development and City Manager's Office. Following initial review of the proposals, the committee will select finalists for further consideration. The committee may interview some or all of the proponents or may seek clarification or amplification of the material submitted, such as more detailed graphic presentations of the proposed digital billboards; additional financial analysis of the proponent and their affiliates; and any additional proposal information as needed.

Upon completion of the review, the committee will make its recommendation for the proposed project to the Stockton City Council and seek authority to enter into exclusive negotiations with the recommended proponent(s). Alternatively, the committee may reject all of the proposals.

The City Council, by this RFP, authorizes City staff to negotiate with one or more proponents, whereby those proponents will be expected to enter into a master lease with the City, per site.
The developer will be required to give the City a non-refundable deposit in an amount equal to the City's estimate of its costs to process project approvals and prepare the required master lease and relocation agreement.

2.32 Evaluation Schedule

The anticipated evaluation schedule for this RFP is as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>August 23, 2012</td>
</tr>
<tr>
<td>Pre-Submittal Information Meeting</td>
<td>August 30, 2012</td>
</tr>
<tr>
<td>Questions Due</td>
<td>September 6, 2012</td>
</tr>
<tr>
<td>Responses Due</td>
<td>September 13, 2012</td>
</tr>
<tr>
<td>PROPOSALS DUE</td>
<td>September 20, 2012</td>
</tr>
<tr>
<td>Interviews/Supplemental Information Requests Due</td>
<td>September 27, 2012</td>
</tr>
<tr>
<td>Proponent(s) Selection</td>
<td>October 11, 2012</td>
</tr>
<tr>
<td>City Council Consideration of Proposal(s)</td>
<td>November 27, 2012</td>
</tr>
</tbody>
</table>

2.4 Non Discrimination Requirement

By submitting a proposal, the proponent represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliation or opinion, age, or medical condition.

2.5 List of Attachments:

- Exhibit A – Insurance Requirements
- Exhibit B – Suggested City-Owned or -Controlled Sites
- Exhibit C – Digital/Electronic/Moving Off-Premises Displays/Signs Ordinance
3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents’ qualification to perform this work, the proposals shall include, as a minimum, the following information:

A. Evidence of the Proponent’s ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.

B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent’s response to the Scope of Services.

C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.

D. Please submit one (1) original and TEN (10) copies of your proposal/qualifications. Additionally, submit one (1) CD with an electronic version of the proposal. One of the copies should be unbound to allow us to reproduce your proposal, as needed.

3.0.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

Include your firm’s understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested by comparing your system with other competitors.

3.0.2 Minimum Experience Qualifications Summary

A statement of professional experience and ability. Additionally, provide a description of local government experience and experience completing similar projects.
Include company and executive information, including management team, resumes and qualifications of key staff that would be assigned to the implementation of the software system. Provide resumes including the name, title, experience and qualifications of the personnel who will be assigned to the project. Provide the resume for the Management Contact with the City and the Project Manager (person responsible for day-to-day work on the project).

Also, state the Management Contact (Representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of the project).

3.0.3 Management/Method of Operation

Provide detailed description outlining your firm’s approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.

3.0.4 References

Provide at least five (5) references of current clients of similar scope with the proposal. Include name, title, jurisdiction, address, phone number and email of contact person.

List all similar public agencies for which contracts were terminated in the last three years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

3.0.5 Financial Statement

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent’s assets, liabilities and net worth. The report should include a balance sheet and income statement. If the proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial
portion of the property of the proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

3.0.6 Corporate Structure, Organization

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also provide a description of the experience your firm has had with similar processes.

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the best choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated for this project. Submittal of a project schedule is required as part of the Allocation of Resources. See sample in Appendix A.

3.0.7 Proposal Fee (Under Separate Cover)

Provide detailed basic fee structure and break-down of any other charges related to your firm’s proposal. Finalist’s fee structure may be subject to negotiation.

3.0.8 The proposal must be submitted, typewritten on 8½” X 11” white paper and must be bound in a secure manner.

3.0.9 Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may appear only in an “Additional Data” section. This has specific reference to the following types of data:

- Generalized narrative of supplementary information; and
- Supplementary graphic material

3.0.10 All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.11 When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.12 If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a
corporation, the Statement must be completed by each principal officer of said corporation.

3.0.13 The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide DIGITAL BILLBOARDS. A key component for the successful firm will be the ability to meet the City’s performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

1. Proponent’s ability to provide all services as outlined in the Scope of Services;
2. Related experience with similar projects, company background and personnel qualifications;
3. Proponent’s Fee Schedule: completed and signed (under separate sealed cover);
4. Proponent’s Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Presentation shall satisfactorily provide functionality to each of the major topics of the Requirements Matrix (Section III) including General Functionality, Permit Application, Plan Review, Inspection, Code Enforcement, Reporting, GIS, Mobility / In-Field Usage,
Online / Citizen Access, License Management, and Citizen Response Management.

Technical Staff shall be present to respond to any technical questions asked by our Interview panel.

8. Any other criteria as best suits the City of Stockton

After all demonstrations and presentations are completed, the Evaluation Panel will reconvene to either request further information or make a decision to on the selection, an authorization to enter into a contract with the approved vendor will be requested. Submission of a proposal indicates acceptance of the conditions contained in the RFP. An award can be made on the basis of greatest benefit and not necessarily the lowest cost option. The committee reserves the right to accept/reject any or all proposals.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

3.3 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY’S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.
PROPOSAL DOCUMENTS

A) RFP – DIGITAL BILLBOARDS
B) PUR 12-071
C) September 20, 2012

COMPANY NAME: _________________________________
CONTACT NAME: _________________________________
ADDRESS: _______________________________________
_________________________________________________
TELEPHONE NUMBER: ____________________________
EMAIL: __________________________________________
In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.

2. They will enter into contract negotiations and furnish the services specified.

3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be ‘A Jurat’ notarization.

4. They have reviewed all clarifications/questions/answers on the City’s website at [http://www.stocktongov.com/services/business/bidflash/default.html](http://www.stocktongov.com/services/business/bidflash/default.html).

5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

FIRM ____________________________ ADDRESS ____________________________

SIGNED BY ____________________________ TITLE OR AGENCY ____________________________

TELEPHONE NO./FAX NO. ____________________________ DATE ____________________________

E-MAIL ADDRESS ____________________________
NON-COLLUSION

No. 1  AFFIDAVIT FOR INDIVIDUAL PROPONENT

STATE OF CALIFORNIA, ss.
County of ____________________________

(insert)

being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

___________________________
(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this ______ day of ______________________, 20______,

by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

No. 2  AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CALIFORNIA, ss.
County of ____________________________

(insert)

being first duly sworn, deposes and says: That they are the ____________________________ of ____________________________, a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

___________________________
(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this ______ day of ______________________, 20______,

by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature

No. 3  AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, ss.
County of ____________________________

(insert)

each being first duly sworn, deposes and say: That they are a member of the firm, association or co-partnership, designated as ____________________________, who is the party making the foregoing bid; that the other partner, or partners, are ____________________________, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

___________________________
(Signature)

___________________________
(Signature)

Subscribed and sworn to (or affirmed) before me on this ______ day of ______________________, 20______,

by ____________________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature
EXHIBIT A – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
DIGITAL BILLBOARDS - LEASE & MAINTENANCE

LESSEE shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the LESSEE, its agents, representatives, volunteers, or employees.

1. INSURANCE Throughout the life of this Contract, the Lessee shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

   A. COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than $1,000,000 each occurrence.

   B. WORKERS’ COMPENSATION insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

   C. COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;

FOR ADDITIONAL REQUIREMENT(S):

   (i) COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and if written on an Aggregate basis, $2,000,000 Aggregate limit. Lessees with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds. ISO form CG 20 37 10 01 edition shall be used as the Additional Insured Endorsement. This form must be used with either ISO form CG 20 10 10 01, or CG 20 33 10 01.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date LESSEE completes its performance of services under this Agreement.
1 For any claims related to services or products provided under this contract, the Lessee’s insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Lessee’s insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

2 Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days’ prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers’ compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the lessee and/or the lessee's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

3 Regardless of these contract minimum insurance requirements, the Lessee and its insurer shall agree to commit the Lessee’s full policy limits and these minimum requirements shall not restrict the Lessee’s liability or coverage limit obligations.

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

5 The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY’s execution of the Agreement and start of work. Proper address for mailing certificates, endorsements and notices shall be:
   City of Stockton
   Attention: Risk Services
   425 N. El Dorado Street
   Stockton, CA 95202

6 Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Lessee shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY’s Risk Manager (209) 937-8617. Our fax is (209) 937-8833.

If at any time during the life of the Contract or any extension, the Lessee fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Lessee should subcontract all or any portion of the work to be performed in this contract, the Lessee shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor’s insurance shall have the same impact as described above.
EXHIBIT B – SUGGESTED CITY-OWNED OR -CONTROLLED SITES

Suggested City-Owned or -Controlled Sites:

I-5 Corridor

- Van Buskirk Park (west side at Lever Blvd.)  LF
- City Corporation Yard (east side south of Charter Wy.)  LF
- Ryde Ave Pumping Plant (west side immediately north of Smiths Canal)  LF
- Calaveras River Pump Station (west side immediately north of the Calaveras River)*  LF
- Dog Park/Water tanks (west side immediately south of 14 Mile Slough)  LF
- Swenson Park Golf Course (east side 300 feet removed at Ben Holt/Plymouth intersection)*  LF
- Water tanks at Spanos Park West (west side immediately north of Bear Creek)
- Garrigan Park (east side 300 feet removed immediately north of Bear Creek)*

SR-99 Corridor

- W. SR-99 Frontage Road (west side north of Arch-Airport Rd. – abandoned part of frontage road)*  LF
- W. SR-99 Frontage Road Lift Station (west side north of Transworld Dr. opposite Imperial Wy.)*
- W. SR-99 Frontage Road (west side north of Togninali Ln. [has existing billboard])*  LF
- Vacant site (west side – corner of Garden and Horner)*  LF
- System 9 Lift Station site (west side 2400 feet north of the Calaveras River – Unincorporated territory)*
- Well site (west side South of Morada and opposite Green Oak Way)*

SR-4 (Crosstown) Corridor

- Washington Street (abandoned ROW between Union St. and UPRR)
- Independence Park (north side at Grant Street)
- Police Department (north side between Center and El Dorado)  LF
- Lincoln at Crosstown (Northwest corner) *

* Constrained site (Residential proximity, size, conflicting utilities etc.)
LF = Landscaped Freeway
EXHIBIT C' – DIGITAL/ELECTRONIC/MOVING OFF-PREMISES DISPLAYS/SIGNS ORDINANCE

2012-08-14-1602-02 C.S.

ORDINANCE NO.


BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION I. AMENDMENT OF CODE.

The following sections of Title 16 of the Stockton Municipal Code are hereby amended to read as follows:

TABLE 2-2
ALLOWABLE LAND USES AND PERMIT REQUIREMENTS

<table>
<thead>
<tr>
<th>PERMIT REQUIREMENT BY ZONING DISTRICT</th>
<th>Specific use Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>RE RL RM RH CO CN CG CD CL CA IL IG PT P O S</td>
<td></td>
</tr>
</tbody>
</table>

- Live-work space
- Major impact facilities
- Motion picture production
- Multi-use facilities
- Public and semi-public utility
tilities
- Public institutions
- Signs - Off-premises

Key:
P = Use permitted  L = Land Development Permit required  A = Administrative Use Permit required
C = Commission Use Permit Required  E = Use not allowed, except under special circumstances.
Empty box = Use not allowed

Note:
See Section 16.20.020 for an explanation of the table and each land use permit requirement.
A use permit shall be required of any new commercial, industrial, institutional, or accessory use, or major addition that involves the manufacture, storage, handling, or processing of hazardous materials in compliance with Section 16.36.080 (Hazardous materials).

CITY ATTY
REVIEW
DATE August 8, 2012
Section 16.76.110 Standards for off-premises signs

B. Cap and Replace.

1. **The Cap.** The total number of all off-premises signs shall never exceed 306 signs, further said cap shall be reduced by the number of signs removed pursuant to relocation agreement(s) for digital/electronic/moving displays/signs.

2. **Static Signs.** The only zoning districts where static off-premises signs are allowed to be erected and maintained are the IL and IG zoning districts, unless the City and the sign company have entered into a relocation agreement. Pursuant to the relocation agreement, and subject to the cap and subject to all the other standards of this section, a static off-premises sign may be relocated to the CD, CG, or CL zoning districts based on a sign face square footage replacement ratio of three (3) to one (1). This means that for every new static sign allowed, existing signs equal to three (3) times the sign face square footage of the new sign shall be removed.

3. **Digital/Electronic/Moving Displays/Signs.** The total number of Digital/Electronic/Moving off-premises displays/signs shall be as established by City Council Resolution but shall never exceed twelve (12) signs (one (1) double-faced sign installation at six (6) locations). Digital/Electronic/Moving off-premises displays/signs are allowed to be erected and maintained only on City-owned or Controlled Property in the IL, IG, CD, CG, or PF zoning districts subject to the City and the sign company entering into a relocation agreement. Pursuant to the relocation agreement, and subject to the cap and subject to all the other standards of this section, a Digital/Electronic/Moving off-premises display/sign may be relocated to City-owned or Controlled Property in the above noted zoning districts based on a minimum sign face square footage replacement ratio of nine (9) to one (1). This means that for every new Digital/Electronic/Moving display/sign allowed, existing signs equal to or greater than nine (9) times the sign face square footage of the new sign shall be removed.

4. **Sign Removal.** Signs to be removed under the requirements of this section shall be removed prior to any construction or installation of the replacement or relocated sign(s).

C. Off-Premises Signs Prohibited.

1. Notwithstanding subsection B of this section (Cap and replace), off-premises signs shall be prohibited in the following areas:
   a. The Miracle Mile area along Pacific Avenue between Harding Way and Alpine Avenue;
   b. The Stockton Channel area as defined in Division 8 of this Development Code;
c. Any established Redevelopment Project Area, except on City owned property;
d. Any historic preservation district established by the Council; and
e. Any property adjacent to any "landscaped freeway" except on City owned property if the sign is designed to be viewed primarily by persons traveling along the landscaped freeway, and the sign is located within 660 feet of the outer limits of the landscaped freeway.

2. No off-premises sign shall be erected at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device.

3. Off-premises signs shall be prohibited if any portion of the sign is located within 300 feet of any residential zoning district unless the display/sign is not visible from a residential zoning district. The distance shall be measured in a straight line from the nearest point of the proposed sign to the nearest applicable boundary line of a residential zoning district.

4. No off-premises sign shall be physically attached to the roof of any structure except on City-owned or Controlled Property.

D. Standards for All Off-Premises Signs.

1. **Size.** The maximum size of any off-premises sign shall be 672 square feet.

2. **Height.** All off-premises signs shall be subject to a maximum height of 45 feet, except those signs oriented towards a freeway and located within 660 feet of a freeway right of way line shall be subject to a maximum height of 35 feet above the adjacent Freeway surface or the adjacent freeway sound attenuation structure which ever is greater and shall not exceed 90 feet in height.

3. **Separation.** No off-premises sign, which is greater than 300 square feet in size, shall be located nearer than 1,000 feet to any portion of another off-premises sign. All other off-premises signs, 300 square feet or less in size, shall be separated by at least 750 feet.

4. **Type.** All off-premises signs shall require an Administrative use permit and as applicable, a City Council approved relocation agreement.

5. **Other Regulations.** All off-premises signs shall be consistent and comply with all provisions of the Outdoor Advertising Act as applicable.
E. Standards for Digital/Electronic/Moving Off-Premises Displays/Signs.

1. **Size.** The maximum size of any off-premises sign face shall be 672 square feet.

2. **Height.** All off-premises signs shall be subject to a maximum height of 45 feet, except those signs oriented towards a freeway and located within 660 feet of a freeway right of way line shall be subject to a maximum height of 35 feet above the adjacent Freeway surface or the adjacent freeway sound attenuation structure which ever is greater and shall not exceed 90 feet in height.

3. **Separation.** No off-premises digital/electronic/moving display/sign shall be located nearer than 500 feet to any portion of another off-premises sign and no nearer than 5000 feet to any other off-premises digital/electronic/moving display/sign.

4. **Location.** Digital/electronic/moving off-premises displays/signs shall only be located along Freeways or access controlled State Highways. There shall be a maximum of two (2) digital/electronic/moving off-premises display/sign locations along qualifying sections of Interstate 5, a maximum of two (2) digital/electronic/moving off-premises display/sign locations along qualifying sections of State Route 99, and a maximum of two (2) digital/electronic/moving off-premises display/sign locations along qualifying sections of State Route 4. A maximum of one (1) double-faced display/sign is allowed per location.

5. **Type.** All digital/electronic/moving off-premises displays/signs shall require a Commission use permit and a City Council approved relocation agreement.

6. **Duration of Display/Message.** A digital/electronic/moving off-premises display/sign shall only display a series of still images, each of which must be displayed for a minimum of eight (8) seconds. Still images may not move or present the appearance of motion. Transition/blank screen time between one still image and the next shall not exceed one (1) second.

7. **Other Regulations.** All off-premises signs shall be consistent and comply with all provisions of the Outdoor Advertising Act as applicable.

F. Nonconforming Signs.

1. It is the intent of this section to recognize that the eventual elimination of existing off-premises signs not in conformity with the provisions of this Development Code is as important as the prohibition of new signs that would violate these regulations. It is also the intent of this chapter that the elimination of nonconforming signs shall be effected so as to avoid any unreasonable invasion of established property rights. All off-premises signs which do not meet the requirements of this chapter are deemed nonconforming.
2. If any legal nonconforming off-premises sign shall be damaged, deteriorated, or dilapidated to a point that repair or rehabilitation would require expenditures in an amount exceeding 50 percent of the fair market value of the sign, the sign shall be removed within 90 days of a determination of the condition, as evidenced by written notification by the Director to the owner of the sign.

3. No additions, enlargements, or changes which increase the nonconformity or life of the sign shall be made to any nonconforming off-premises sign except the periodic replacement of copy thereon. Repairs and maintenance of an ordinary nature may be made in any period of 12 consecutive months to an extent not to exceed 10 percent of the fair market value of the sign.

G. Relocation. If, due to a City or Redevelopment project, a nonconforming off-premises sign must be removed, it may be relocated on the same parcel of land, if feasible and if all parties (landowner, sign owner, City, and/or Agency) agree. This also applies to a conforming sign as long as the relocation does not make the sign nonconforming. Any relocation on the same parcel of land in compliance with this section shall not be subject to the three (3) to one (1) cap and replacement ratio in subsection B of this section (Cap and replace). (Ord. 015-09 C.S., eff. 12-3-09; prior code § 16-360.100)

Section 16.240.020 Definitions

Sign. Any structure, device, figure, painting, display, message placard, or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended, or used to advertise, or to provide data or information in the nature of advertising, to direct or attract attention to an object, person, institution, business, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. The following terms related to signs are used in this Development Code. See Figure 8-6.

1. Abandoned Sign—Off-premises. An off-premises sign that has not been maintained in compliance with the provisions of this Development Code for a period in excess of 30 days following legal notice to the owner of the property and/or owner of the advertising display, or tenant on whose property the advertising display is located that the sign does not meet minimum maintenance standards as determined by the Director.

2. Abandoned Sign—On-Site. Any sign that is not maintained and advertises a business, lessor, owner, product, service, or activity that is no longer on the premises where the sign is displayed.

3. Advertising Sign. Any sign that provides copy intended to attract customers to purchase a product or service.

4. Alteration. Any change of copy, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.
5. **Animated or Moving Sign.** Any sign which uses movement, lighting, or special materials to depict action or create a special effect to imitate movement.
6. **Awning Sign.** Any sign copy or logo attached to or painted on an awning.

![FIGURE 8-6 EXAMPLES OF SIGN TYPES](image)

7. **Banner, Flag, or Pennant.** Any cloth, bunting, plastic, paper, or similar nonrigid material used for advertising purposes attached to any structure, staff, pole, line, framing, or vehicle, not including official flags of the United States, the State of California, and other states of the nation, counties, municipalities, official flags of foreign nations and nationally or internationally recognized organizations.
8. **Bench Sign.** Copy painted on any portion of a bench.
9. **Business Identification Sign.** A sign which serves to identify only the name, address, and lawful use of the premises upon which it is located and provides no other advertisements or product identification.
10. **Changeable Copy Sign.** A sign designed to allow the changing of copy through manual, mechanical, or electrical means including time and temperature.
11. **City-Owned or Controlled Property.** Real property that the City of Stockton either owns in fee title or has a sufficient legal interest in through an easement, lease, right-of-way, or some other instrument to be able to use the property for the purposes of this Title.
12. **Civic Event Sign.** A temporary on-site sign, other than a commercial sign, posted to advertise a civic event sponsored by a public agency, private school, church, civic-fraternal organization, or similar noncommercial organization.

13. **Construction Sign.** A sign that states the name of the developer and contractor(s) working on the site and any related engineering, architectural or financial firms involved with the project.

14. **Directional Sign.** An on-site sign which is designed and erected solely for the purposes of directing vehicular and/or pedestrian traffic within a project.

15. **Double-Faced Sign.** A sign constructed to display its message on the outer surfaces of two (2) identical and/or opposite parallel planes.

16. **Digital and/or Electronic Signs or Message Display.** A sign that is equipped to allow its information content, whether fixed or variable, to be changed or altered by electric, electro-mechanical, electronic or, digital display technology means.

17. **Moving Display/Sign (includes Flashing).** A sign that uses blinking, flashing, or intermittent illumination that has at least one (1) change in a 24-hour period; light reflectors; moving or reflective characters or materials.

18. **Freestanding Sign.** Any nonmoveable sign not affixed to a building.

19. **Freeway-Oriented Sign.** A freestanding, on-site sign that advertises businesses adjacent to a “freeway.” On-site means on the same parcel or within the same integrated center.

20. **Future Tenant Identification Sign.** A temporary sign that identifies the names of future businesses that will occupy a site or structure.

21. **Garage Sale Sign.** A sign with a message advertising the resale of personal property that has been used by the resident.

22. **Holiday Decoration Sign.** Temporary signs, in the nature of decorations, clearly incidental to and customarily associated with nationally recognized holidays and which contain no advertising message.

23. **Illegal Sign.** A sign which includes any of the following:
   a. A sign erected without first complying with all regulations in effect at the time of its construction or use;
   b. A sign that was legally erected, but whose use has ceased, the structure upon which the display is placed has been abandoned by its owner, or the sign is not being used to identify or advertise an ongoing business for a period of not less than 90 days;
   c. A sign that was legally erected which later became nonconforming as a result of the adoption of an ordinance, the amortization period for the display provided by the ordinance rendering the display conforming has expired, and conformance has not been accomplished;
   d. A sign that was legally erected which later became nonconforming and then was damaged to the extent of 50 percent or more of its current replacement value;
   e. A sign that is a danger to the public or is unsafe;
   f. A sign that is a traffic hazard not created by relocation of streets or highways or by acts of the City; or
g. A sign that pertains to the specific event and five (5) days have elapsed since the occurrence of the event.
24. **Logo.** A distinctive organization or company signature, trademark, or symbol.
25. **Marquee (Canopy) Sign.** A sign which is attached to or otherwise made a part of a permanent roof-like structure which projects beyond the building wall in the form of a large canopy to provide protection from the weather.
26. **Monument Sign.** An independent, freestanding structure supported on the ground having a solid base as opposed to being supported by poles or open braces.
27. **Nameplate.** A small sign or plaque identifying the name and/or address of the occupant of a structure or business.
28. **Off-Premises Sign.** See “Signs, off-premises” (land use).
29. **Permanent Sign.** A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.
30. **Pole Sign.** A sign that is displayed on and completely supported by a one (1) or more support elements (pole(s)) that is ground-mounted, with no part of the sign attached to a building or similar structure.
31. **Political Sign.** A sign designed for the purpose of advertising support of or opposition to a candidate or proposition for a public election.
32. **Portable Sign.** A sign that is not permanently affixed to a structure or the ground.
33. **Projecting Sign.** A sign other than a wall sign suspending from, or supported by, a structure and projecting outward from, and perpendicular to, the structure.
34. **Promotional Sign.** A sign erected on a temporary basis to promote the sale of new products, new management, new hours of operation, a new service, or to promote a special sale.
35. **Real Estate Sign.** A sign indicating that a property or any portion thereof is available for inspection, sale, lease, rent, or directing people to a property, but not including temporary subdivision signs in compliance with California Civil Code Section 713.
36. **Roof Sign.** A sign constructed upon or over a roof, or placed so as to extend above the edge of the roof.
37. **Special Event Sign/Banner.** A temporary sign, balloon, or banner that is intended to inform the public of a unique happening, action, purpose, or occasion (i.e., grand opening or community event).
38. **Sign Amortization.** The elimination of nonconforming signs over a period of time intended to allow the owner the opportunity to realize the value of his or her investment in the sign.
39. **Temporary Sign.** Any sign intended to be displayed for a limited period of time and capable of being viewed from any public right-of-way, parking area or neighboring property.
40. **Vehicle Sign.** A sign which is attached to or painted on a vehicle which is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.
41. **Wall Sign.** A sign which is attached to or painted on the exterior wall of a structure with the display surface of the sign approximately parallel to the building wall.

42. **Window Sign.** Any sign posted, painted, placed, or affixed in or on any window exposed to public view. Any interior sign which faces any window exposed to public view and is located within three (3) feet of the window.

**SECTION II. SEVERABILITY.**

If any section of this ordinance or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions of applications of the act which can be given without the invalid provision or application, and to this end the provisions of this act are severable.

**SECTION III. EFFECTIVE DATE.**

This ordinance shall take affect and be in full force thirty (30) days after its passage.

ADOPTEO: **AUG 14 2012**

EFFECTIVE: **SEP 13 2012**

ANN JOHNSTON  
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE  
City Clerk of the City of Stockton