



**REQUEST FOR PROPOSALS
FOR
TRANSIT ADVERTISING SERVICES
TOWN OF CHAPEL HILL, NORTH CAROLINA**

DATE: SEPTEMBER XX, 2018

BID: PXX-2018

TO: ALL PROSPECTIVE BIDDERS

FROM: PURCHASING AND CONTRACTS MANAGER

SUBJECT: REQUEST FOR PROPOSAL FOR TRANSIT ADVERTISING SERVICES

DATE AND TIME BIDS ARE DUE: SeptemberXX, 2018

**LOCATION: TOWN OF CHAPEL HILL
PURCHASING OFFICE
405 MARTIN LUTHER KING JR. BLVD.
CHAPEL HILL, N.C. 27514**

The Town of Chapel Hill, North Carolina requests proposals from qualified advertising professionals to manage the Transit Advertising Program on behalf of Chapel Hill Transit.

If you should have any questions on the bidding procedures, please contact the Purchasing Division at (919) 969-5022.

Please note there will be a pre-bid meeting held on XXXday, September XX, 2018 at 11:00am at Chapel Hill Transit, 6900 Millhouse Rd, Chapel Hill, NC 27516. All potential bidders are hereby notified that attendance at the Pre-bid Meeting is optional.

Any additional questions that arise after the pre-bid conference must be sent in writing to Kathryn McMillan, Procurement Specialist, Chapel Hill Transit, at kcmcmillan@townofchapelhill.org by 5:00 P.M. on XXXday, **September XX, 2018**. Responses to all questions received will be published in the form of an addendum on the Town's website at www.townofchapelhill.org by **September XX, 2018**.

Sealed proposals are due to the Purchasing & Contracts Manager, Town of Chapel Hill, 405 Martin Luther King Jr. Boulevard, Chapel Hill, North Carolina 27514 by XXXXday, September XX, 2018 at 3:00 P.M. All bids received after 3:00 P.M. on **September XX, 2018** will not be considered.

Any proposal may be withdrawn up until the due date and time set for bids. Any proposal not so withdrawn shall constitute an irrevocable offer to provide the services set forth in the Contract until one or more of the proposals have been duly accepted.

The bidder's attention is directed to the fact that the information submitted on the proposal will ultimately be considered as an integral part of the Contract executed with the successful bidder.

All proposals shall be in sealed envelopes and marked on the exterior, "Bid #PXX- 2018: Transit Advertising" and addressed to:

Purchasing and Contracts Manager
Town of Chapel Hill
405 Martin Luther King Jr. Boulevard
Chapel Hill, NC 27514

Note: If not mailed, proposals must be delivered to the Town's Purchasing Office at 405 Martin Luther King Jr. Boulevard, Chapel Hill, NC 27514 and received by 3:00 P.M. on **XXXXXX, 2018**.

All proposals received will be examined promptly after opening and an award will be made at the earliest possible date thereafter. NOTE -THE BID OPENING PROCESS WILL NOT BE OPEN TO THE PUBLIC.

The Town will select the proposal(s) that best meets its needs.

The Town specifically reserves the right to reject any and all proposals.

Special Requirements:

The successful bidder shall procure and maintain during the life of the contract the following insurance coverages:

Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Comprehensive General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.

The Town of Chapel Hill is to be named as an additional insured on the Comprehensive General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Chapel Hill thirty (30) days prior to any expiration date. There shall also be a 30 day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Accord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Chapel Hill. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill, It's employees and It's agents from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.

DRAFT

I. Scope of Work and General Conditions

Chapel Hill Transit (CHT) provides public transportation services to residents and visitors of the Chapel Hill, Carrboro, and University of North Carolina communities. Since December 2012, CHT has offered transit advertising as a source of revenue to help offset system operating costs. Advertising is currently allowed on the exterior and interior of all 40 ft. fixed route buses. CHT is looking to outsource this service to a qualified firm who would be responsible for all aspects of the Marketing Program on CHT buses. *Please see Appendix A for advertising sizes and options.*

The successful bidder responsibilities would include:

1. Solicit and procure advertisers for available advertising space.
2. Develop and maintain good relationships with current or potential clients.
3. Perform all sales functions and account management including contracting for advertising with clients, billing, and collections.
4. Produce all sales pieces (rate cards, etc.) for CHT and would be responsible for sales and marketing for advertising agency's available transit assets except as directed by CHT. We reserve the right to use a set amount of advertising space for our exclusive use for any purpose deemed to be in the best interest of our agency.
 - a. Up to 4 exterior advertising spaces, including all panel sizes or wraps.
 - b. Up to 5 interior advertising spaces per vehicle.
5. Comply with all CHT Advertising Policies and ensure compliance by advertisers. Responsible for staying up to date on policy should any change occur in the future. *See Appendix B for CHT Advertising Policy.*
6. Responsible for the installation, removal, and disposition of interior and exterior advertising media. All advertising materials displayed on CHT shall be of a quality so as to maintain an attractive appearance and to withstand the elements and general asset maintenance (e.g. cleanings).
7. The installation and future removal of bus interior and exterior advertising will be conducted on-site at Chapel Hill Transit, 6900 Millhouse Rd, Chapel Hill, NC 27510. All installation and removal of ads will need to be scheduled in advance with CHT Maintenance Staff. Work will only be able to be completed on Sundays.
8. Restoration of artwork, production, and painting of vehicles used in the advertising program at the end of each ad campaign contract. Any damage to vehicles as a result from advertising shall be repaired at sole responsibility of the contractor for no additional cost to CHT.
9. Preparation of reports pertaining to the provision of the service on a monthly basis, including copies of all contracts with advertisers.
10. Other work as may be necessary to comply with the requirements contained in the agreement.

All costs of fulfilling these responsibilities will be borne by the Contractor. Contractor must furnish all equipment, labor, supervision, any/and all required materials and services.

Please Note: Geographic advertising sales will not be permitted. The fleet is assigned based on a variety of considerations and assigning vehicles to keep certain signs in certain parts of the service area will not be permitted.

Contract Length:

The initial term of the contract shall be for a three (3) year period beginning on the date of contract execution with the possibility of two (2) one (1) year options, for a total of five (5) years. The option years may be exercised by mutual agreement.

II. Proposal Requirements

All proposers are expected to examine the specifications and all instructions in the RFP. Failure to do so is at the proposer's risk. Each proposer must furnish the information required. Proposers must sign and submit all proposal forms, certifications, and affidavits. The person signing the proposal must have authority to do so.

The Town of Chapel Hill reserves the right to waive any minor proposal informalities or irregularities that do not affect the substance of the proposal or prejudice other proposers. The Town of Chapel Hill reserves the right to accept any proposal or any part or parts thereof or to reject any and all proposals submitted.

Proposals should include:

1. Proposals must include a cover letter that briefly introduces the firm, provide the name of point of contact including email address and phone numbers, and signed by an agent who has authority to commit the firm's personnel and resources to the project and to execute legal documents on the firm's behalf.
2. Proposals must provide a company profile that includes company's history and organization structure, the firms advertising capabilities and resources, the history of principals/officers including experience. Must also include plan to address employee turnover, promotions, or poor performance by project team to minimize impact on CHT.
3. Proposals should clearly state a payment proposal/revenue share for CHT. This should include:
 - a. Minimum guaranteed payment for compensation to CHT for each year of the proposed contract.
 - b. Percentage rate on sales revenue paid to CHT. Specifying the basis on which the percentage rate will be applied (gross or net revenue and what expenses are deducted to determine net revenue).
 - c. Method of payment to be used (i.e., monthly, quarterly, semiannually, or annually).
 - d. Compensation structures must be outlined for CHT with corresponding rationale.
4. Proposals must include at least three (3) current and/or former clients as references including contact information. All references should list the date and length of time the firm served each client, the size of the operation, the creative methods used by the firm to increase revenue and the ways in which the firm increased revenue for each client. Examples of advertising artwork designs used should be submitted. Provide a list of major accounts added within the past 24 months.

5. Proposals should describe their approach to this project and how they will go about securing advertisers for maximum returns. As part of the project approach, contractors can consider use of alternate advertising mediums, for example, expanding advertising to our Demand Response Vehicles.
6. Proposals must list and briefly describe the circumstances and status of any litigation involving the firm that was initiated from January 1, 2013 to present.
7. Proposals should provide a statement on why the firm would be most qualified to handle this account and past experience serving transit companies and other public agencies.
8. Proposals should provide a statement of the financial condition of the company including at least one back reference and two supplier references.
9. Proposals can include items that were not addressed in this procurement but the bidders feels is relevant to their proposal.

III. Selection Criteria and Methodology

Chapel Hill Transit's selection committee will perform a review of all submissions and discard any submission which is non-responsive – the submission does not meet the minimum requirements of this Request.

The selection committee will score responses with consultation from other Town of Chapel Hill Staff, including Information Services. Chapel Hill Transit and the Town will enter into negotiations with the top candidate to achieve a contract. Proposals will be evaluated and scored based on the following criteria

Score Card Criteria

- 30 Points: Project Approach
- 25 Points: Firm Experience and Qualifications
- 15 Points: Client References
- 30 Points: Price Proposals (cost, rates, and revenue estimates)

OTHER TERMS AND CONDITIONS

The vendor agrees to the following:

To examine the RFP and conditions thoroughly. The failure of omission of any vendor to examine any form, instrument or document shall in no way relieve any vendor from any obligation in respect to their proposal.

To comply with all federal, state, and city laws, ordinances, and rules.

CHT expressly reserves the following rights:

1. To waive or reject any and/or all irregularities in the proposals submitted.
2. To waive or reject any and/or all proposals or portions thereof.

3. To base awards with due regard to cost of project, compliance with specifications and other such factors as may be necessary due to circumstance.
4. To make an award to a vendor whose proposal is in CHT's best interest.
5. To negotiate different terms and conditions with any vendor CHT chooses.

QUALIFICATIONS OF VENDOR

CHT may make such investigations as deemed necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish all information and data for this purpose as CHT Staff may request. CHT reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy CHT that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

PROJECT TIMELINE

September, 2018	RFP Released
September, 2018	Optional pre-bid meeting
September, 2018	Questions from vendors due
September, 2018	Addendum to RFP posted to Town website
September, 2018	Proposals due
October 2018	Proposal review complete and contract award

APPENDIX A

Chapel Hill Transit Advertising Program

Chapel Hill Transit (CHT) is the second largest transit system in North Carolina, providing over seven million rides per year. CHT serves the communities of Chapel Hill, Carrboro, and the University of North Carolina and Chapel Hill (UNC). The two towns and the university share annual operating and capital costs associated with CHT on a contractual bases.

CHT is a fare free system with fixed-route bus service on 31 weekday and weekend routes and EZ Rider demand response (ADA) service. CHT has a fleet of 119 vehicles (93 fixed-route and 17 demand response) covering over 2.5 million miles per year in a service area of 62 square miles. Our fixed-route fleet consists of eleven (11) 35' buses, seventy-seven (77) 40' buses, and five (5) 60' buses.

All buses in the fleet used in service through vehicle rotation and per FTA guidelines are not assigned to specific routes. Buses are periodically taken out of service for preventative maintenance and repairs. CHT does not make guarantee of how long each individual bus will be in service, but will offer make goods on advertising posted on buses that are down for extended periods due to maintenance and repairs.

Special rates are provided for non-profit, partners, and state and local government entities.

Advertising Space Inventory

Exterior advertising space is available on eighty (80) Transit Buses while interior advertising is available on all buses. Not included in this total is the four buses that CHT reserves for advertising for their Transit Partners.

Proposers can suggest alternative means of advertising.

Advertising Styles and Sizes:

40 ft Buses

King: 144" W x 30" H

Queen Panels: 108" W x 30" H

Tail: Size varies based on bus make

Full Wrap: Covers entire bus

Interior Cards: 20" W x 10.75" H

Interior Bulk Head Cards: 21" W x 21.5" H

60ft Buses

King: 144" W x 30" H

Tail: Size varies

Full Wrap: Covers entire bus

Interior Cards: 20" W x 10.75" H

Interior Bulk Head Cards: 21" W x 21.5" H

EXAMPLES OF ADVERTISING

FULL WRAP



KING PANEL



QUEEN PANEL



TAIL PANEL



TRANSIT ADVERTISING POLICY

**POLICIES AND STANDARDS FOR ADVERTISING
ON CHAPEL HILL TRANSIT FACILITIES**

Chapel Hill Transit (CHT) is a regional transit system created under section of the Town of Chapel Hill Ordinances. Chapel Hill Transit owns and operates buses, bus shelters, a garage and other properties (collectively referred to as “Transit Facilities”) in conjunction with its regional transit system. It is in the public interest to make advertising space available upon payment of rent in accordance with CHT’s adopted rental schedule on certain designated Transit Facilities to generate revenue and help fund the operation of the regional transit system or upon acceptance of the advertising as unpaid public advertising or public service announcements in accordance with this policy in order to support public agencies and community non-profit services.

I. PURPOSE

1.01 Limited Public Forum; Commercial/Proprietary Functions. Chapel Hill Transit will rent space on its Transit Facilities for limited types of advertising (“Permitted Advertising”). By allowing limited types of advertising on or within its buses and or bus shelters and providing limited space at no charge pursuant to this policy, Chapel Hill Transit does not intend to create a full public forum for open public discourse or expressive activity, or to provide a forum for all types of advertisements. The display of Permitted Advertising upon payment of rent in accordance with CHT’s adopted rental schedule on designated Transit Facilities is intended only to supplement fare revenue, tax proceeds and other income that fund the regional transit system.

1.02 Certain Excluded Advertising. Chapel Hill Transit will not accept for display on its Transit Facilities the types of advertising defined in Section 2.01 of these policies and standards (“Excluded Advertising”). By not accepting Excluded Advertising, Chapel Hill Transit can:

- (a) maintain a professional advertising environment that maximizes advertising revenues and minimizes interference or disruption of the commercial aspects of its regional transit system;
- (b) protect passengers, employees and Chapel Hill Transit facilities from harm or damage that can result from some individual’s reactions to political or controversial materials; and
- (c) help build and retain transit ridership.

1.03 Limits on Permitted Advertising. Placing reasonable limits on Permitted Advertising displayed on its Transit Facilities will enable Chapel Hill Transit to:

- (a) avoid subjecting its passengers and other members of the public to material that may discourage them from using regional transit services;
- (b) maintain an image of professionalism and decorum;

- (c) avoid displaying material that is not suitable for viewing by minors who ride on Chapel Hill Transit buses or those individuals whose neighborhoods are served by Chapel Hill Transit bus routes; and
- (d) maximize revenues by attracting and maintaining the patronage of passengers.

II. ADVERTISING POLICIES

2.01 Excluded Advertising. For the purposes of these policies and standards, the advertising described in this Section 2.01 is “Excluded Advertising.” Chapel Hill Transit will not accept the following Excluded Advertising for display, posting or placement on or within its buses, or other Transit Facilities:

- (a) ***Alcoholic Beverages.*** Advertisements and images soliciting or promoting the sale or use of alcoholic beverages.
- (b) ***Tobacco Products.*** Advertisements and images soliciting or promoting the sale or use of tobacco products including, but not limited to, cigarettes, cigars and smokeless tobacco.
- (c) ***Advertisements about Chapel Hill Transit.*** Advertisements and images that relate to Chapel Hill Transit and services, except public service advertisements provided by Chapel Hill Transit itself.

2.02 Permitted Advertising. Subject to the viewpoint-neutral standards contained in Section 3.01 of these policies and standards, Chapel Hill Transit will accept “Permitted Advertising” for display or placement on designated Chapel Hill Transit Facilities. For the purposes of these policies, “Permitted Advertising” is advertising that:

- (a) Does not qualify as Excluded Advertising under Section 2.01.
 - (b) Generally relates to the economic interests of the advertiser and its audience.
- Advertising defined in Section 3.02 and 3.03 also is Permitted Advertising.

2.03 Prohibitions on Literature or Product Distribution and Leafleting.

Chapel Hill Transit’s purpose in operating a regional transit system is to meet the public’s need for efficient, effective and safe public transportation. Chapel Hill Transit Facilities are not intended to be public forums for public discourse or expressive activity. Literature or product distributions, leafleting and similar activities can disrupt or delay passengers who are boarding and exiting buses and other transit vehicles, distract passengers, distract bus operators, cause maintenance issues, and otherwise create safety issues for passengers, operators and surrounding traffic. Accordingly, distribution of literature, leafleting, and other informational or activities are prohibited within Chapel Hill Transit buses or other transit vehicles and within Chapel Hill Transit bus shelters, except for the provision of leaflets and information provided by Chapel Hill Transit itself that are related to provision of or are for the benefit of transportation-related public services or public events sponsored by the Town of Chapel Hill, the Town of Carrboro, or the University of North Carolina.

III. ADVERTISING STANDARDS AND RESTRICTIONS

3.01 Advertising Standards and Restrictions. Chapel Hill Transit will make available on designate Chapel Hill Transit Facilities space for advertisements subject to the viewpoint-neutral restrictions in this Section 3.01 that limit certain forms of advertising.

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

- (a) ***False, Misleading, or Deceptive Advertising.*** Advertising or any material or information in the advertising that is false, misleading or deceptive.
- (b) ***Disrespectful Advertising.*** Advertising or any material or information in advertising that is, or that is intended to be (or reasonably could be interpreted as being) disparaging, disreputable or disrespectful to persons, groups, businesses or organizations, including but not limited to advertising that portrays individuals as inferior, evil or contemptible because of their race, color, creed, sex, pregnancy, age, religion, ancestry, national origin, marital status, disability, including those related to pregnancy or child birth, gender identity, or gender expression or sexual orientation, or any other characteristic protected under federal, state or local law.
- (c) ***Unauthorized Endorsement.*** Advertising that implies or declares that Chapel Hill Transit endorses a product, service, point-of-view, event or program. The prohibition against endorsement does not apply to advertising for a service, event or program for which Chapel Hill Transit is an official sponsor, co-sponsor or participant, provided Chapel Hill Transit's Director or other designated representative gives prior written approval regarding the endorsement.
- (d) ***Obscene Material.*** Advertising that contains obscene materials as defined in North Carolina General Statute Sec. 14-190.1(b), or that displays sexual conduct or information in a manner that would be offensive to a reasonably prudent person of average sensitivity in the community.
- (e) ***Offensive Materials.*** "Offensive materials" means displays or information that would be offensive to a reasonably prudent person of average sensitivity in the community, including advertising that contains derisive, distorted, immoral, profane or disreputable language or impressions.
- (f) ***Unlawful Goods or Services.*** Advertising or any material or information in the advertising that depicts, promotes or reasonably appears to encourage the use or possession of unlawful or illegal goods or services.
- (g) ***Unlawful Conduct.*** Advertising or any material or information in the advertising that: depicts, promotes or reasonably appears to encourage unlawful or illegal behavior or conduct, including unlawful behavior of a violent or antisocial nature; is libelous or an infringement of copyright; is otherwise unlawful or illegal; or is

likely to subject Chapel Hill Transit to liability.

- (h) **Adult Entertainment.** Advertising that promotes or displays images associated with adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites and escort services.
- (i) **Graffiti.** Advertising that uses images or symbols that depict or represent graffiti.
- (j) **Illegal Firearms and Weapons.** Advertising that contains images or depictions of illegal firearms or any firearms, or the unlawful use of firearms or other weapons.
- (k) **Internet Addresses and Telephone Numbers.** Advertising that directs viewers to internet addresses or telephone numbers that contain materials, images or information that would violate these advertising standards if the materials, images or information were contained in advertising displayed or posted on Chapel Hill Transit Facilities.
- (l) **Distractions and Interference.** Advertising that incorporates or displays any rotating, revolving, or flashing devices or other moving parts or any word, phrase, symbol or character, any of which are likely to interfere with, mislead or distract traffic or conflict with any traffic control device or motor vehicle regulation.
- (m) **Libelous Material.** Advertising that is libelous.

3.02 Political Campaign Advertising. Advertising promoting or opposing named candidates for elective office or issues upon which a referendum is being held shall be permissible. All such advertising shall bear conspicuously a paid advertising disclaimer that shall be consistent with the requirements as outlined in Attachment A.

3.03 Other Permitted Advertising and Public Service Announcements. Chapel Hill Transit may make advertising space available for advertising proposed by governmental entities, academic institutions or tax-exempt nonprofit organizations (examples include: ads focusing on personal health or wellness issues, or ads informing the public about programs, services or events). Non-profit entities must document their tax-exempt status. On a limited basis, Chapel Hill Transit may make unpaid advertising space available for public service announcements. Costs associated with the design, production, installation and removal of public service announcements are the responsibility of the group or organization requesting the public service announcement. The advertising and public service announcements permitted under this section cannot contain displays or messages that qualify as Excluded Advertising under Section 2.01 and must comply with these advertising policies and standards. Unless the source of the advertising or public service announcement is obvious from the content or copy, the advertisement or public service announcement, whether paid or un-paid, must specifically identify the sponsor of the advertisement or the message and, if paid, shall bear conspicuously a paid advertising disclaimer that shall be consistent with the

requirements as outlined in Attachment A.

3.04 Space Availability. Chapel Hill Transit limits the amount of space on its Transit Facilities available for advertising and does not represent that it can accommodate all requests for advertising space. Advertising space will be made available only on Chapel Hill Transit Facilities designated by Chapel Hill Transit. No advertising, signs and other types of postings or messages may be displayed, posted or placed on any other Chapel Hill Transit Facilities.

A maximum of three (3) individual panel ads at one time conveying the identical message by the same sponsor shall be permitted on any individual bus operated by Chapel Hill Transit, provided that the permitted number shall be five (5) for tandem buses. This includes any combination of overhead rack signs and bulkhead signs.

3.05 Agency Disclaimer. Chapel Hill Transit shall post at conspicuous locations appropriate disclaimers to advise riders that the views expressed in advertising are not endorsed by the Town of Chapel Hill or Chapel Hill Transit.

3.06 Reservation of Rights. Chapel Hill Transit reserves the right to amend these policies and standards at any time. Subject to any contractual obligations, Chapel Hill Transit reserves the right to discontinue advertising on Chapel Hill Transit Facilities and discontinue accepting advertising for display or posting on Chapel Hill Transit Facilities. Chapel Hill Transit reserves the right to limit the availability of advertising space on its Transit Facilities and remove advertising that does not comply with these advertising policies and standards and, subject to any contractual obligations.

IV. APPEAL OF ADVERTISING DECISIONS

4.01 Initial Reviews. Chapel Hill Transit's Advertising Manager will consult with legal staff for the Town and will make initial decisions about accepting or rejecting proposed advertising. The decisions will be based on these policies and standards. Chapel Hill Transit's Advertising Manager, or other designated Chapel Hill Transit staff, will work with advertisers to resolve issues about advertisements that do not comply with these policies and procedures. Resolution may include modification of the art, copy, or both.

4.02 Appeals to Transit Director. An advertiser may appeal a decision to reject or remove an advertisement by filing a written request with the Transit Director within ten (10) business days after the rejection or removal decision. The advertiser's request must state why the advertiser disagrees with the decision in light of Chapel Hill Transit's advertising policies and standards. The Transit Director shall consult with the Town legal counsel. The Director will review the basis for the rejected or removed advertisement and will consider the advertiser's reasons for filing the request. The Transit Director will make a decision on the request and will notify the advertiser of its decision in writing within fifteen (15) business days after receiving the advertiser's request.

4.03 Further Review by Town Manager. The Town Manager may review Transit Director's

decisions.

ATTACHMENT A
POLITICAL, RELIGIOUS, OR ISSUES ADVERTISING DISCLAIMER
REQUIREMENTS

I. DISCLAIMER REQUIREMENTS

- A. Political Candidates** - On an advertisement that is authorized and paid for by a candidate or his/her campaign committee, the disclaimer must identify:
1. Who paid for the message.
- B. Political Candidate Advertisement Paid by a Different Party** - On an advertisement that is authorized by a candidate or his/her campaign committee, but is paid for by another person, the disclaimer notice must:
1. Identify who paid for the communication.
 2. Indicate that the candidate authorized the message.
- C. Political Advertisement Not For Political Candidate** – On an advertisement that is not authorized by a particular candidate or his/her campaign committee, the disclaimer notice must:
1. Identify who paid for the message.
 2. State that it was not authorized by any candidate or candidate's committee.
 3. List the permanent address, telephone number or world wide web address of the person who paid for the communication.
- D. Religious Oriented, Political Issue or Other Noncommercial Issue Ads**
- The disclaimer notice must:
1. Identify who paid for the message.
 2. List the permanent address, telephone number or world wide web address of the person who paid for the communication.

SAMPLE CONTRACT- DO NOT FILL OUT

**STATE OF NORTH CAROLINA
COUNTY OF ORANGE**

**CONTRACT FOR
{DESCRIPTION OF SERVICES TO BE
PROVIDED UNDER THIS CONTRACT}**

This Contract is made and entered into by and between the “Town of Chapel Hill”, herein “Town”, and “{Contractor’s Full Legal Name}”, herein “Contractor”, for services hereinafter described for the Town of Chapel Hill. This Contract is for {Description of Services to be Provided Under This Contract}.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor’s services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount}. Payment shall be made according to Exhibit A.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Contract. The Contractor shall bill and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
6. Insurance Provisions: The Town requires evidence of Contractor’s current valid insurance (if applicable) in the amounts stated below during the duration of the named project and further requires that the Town be named as an additional insured for Comprehensive General Liability and Business Automobile policies. The required coverage limits are: 1) Comprehensive General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers’ Compensation - \$100,000 for both employer’s liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit.
7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this Contract without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.

9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
11. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
12. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibit attached hereto the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
13. Preference: In the event that the terms of any exhibit attached hereto are not consistent with the terms of this Contract, this Contract shall have preference; provided that where either any exhibit attached hereto or this Contract establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
14. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
15. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
16. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.
17. Construction Project Related Sales Tax: If applicable, the Contractor shall furnish the Town certified statements setting forth, the cost of all materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, the Contractor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina sales and use taxes paid thereon. The Contractor's certified statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina sales or use tax paid thereon by the Contractor. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim by the Town for sales or use taxes. The Contractor shall obtain and furnish to the Town similar certified statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard CONTRACTOR'S SALES TAX REPORT and

shall be submitted with each request for payment. The Town will not make payment to the Contractor until the CONTRACTOR'S SALES TAX REPORTS ARE SUBMITTED. Any and all refunds received by the Town of said taxes shall remain with the Town, and the Contractor shall not be entitled to such refund.

18. Term: This Contract, unless amended as provided herein, shall be in effect until { _____ }, 20{_____}.

[SIGNATURES ON FOLLOWING PAGE.]

DRAFT

This Contract is between the Town of Chapel Hill and {Contractor's Full Legal Name} for {Description of Services to be Provided Under This Contract}.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

{CONTRACTOR'S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

WITNESS

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the ____ day of _____, 20 ____.

Approved as to Form and Authorization

TOWN LEGAL STAFF

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE OFFICER

DATE