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May 28, 2015

VIA E-MAIL AND HAND DELIVERY

Mayor Jay Tibshraeny
Vice Mayor Kevin Hartke
Councilmember Nora Ellen
Councilmember Rick Heumann
Councilmember Rene Lopez
Councilmember Terry Roe
Councilmember Jack Sellers
Chandler City Hall
175 S. Arizona Ave, 3rd Floor
Chandler, Arizona 85225

Re: **City of Chandler Transit Shelter Advertising and Maintenance Services, RFP
No: TD5-915-3495
Appeal re: Protest of Proposed Award to "Street Media Group"**

Dear Honorable Mayor and Members of the City Council:

This firm represents Outfront Media LLC ("Outfront") regarding City of Chandler ("the City") Transit Shelter Advertising and Maintenance Services, RFP No: TD5-915-3495 ("the RFP"). A proposal to approve a contract related to the RFP is listed as item 19 on your Agenda for the May 28, 2015 City Council meeting. The Council should not adopt that recommendation.

In March 2015, the City posted the RFP seeking proposals for a company to, among other things, perform the *installation and maintenance* of bus shelters throughout the City—including the installation of at least 25 new shelters over 5 years. Under Arizona law, it is *illegal (a Class 1 Misdemeanor) to submit a response to an RFP* or a proposal to perform, supervise, or conduct any construction services in the state of Arizona *unless you are a properly licensed, Arizona contractor*. See A.R.S. § 32-1101 *et. seq.*; Outfront's Protest to the Award to "Street Media Group" § I(A) at 2-4 [Exh. A] (the "Protest"). Thus, to submit a responsive, responsible proposal to the RFP, an entity had to be a licensed Arizona Contractor.

Add info # 19

MAY 28 2015

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CHANDLER CITY COUNCIL

Mayor and City Council
May 28, 2015
Page 2

On April 6, 2015, Streetmediagroup, LLC (“SMG”), a Colorado corporation that is **NOT** an Arizona licensed contractor, illegally submitted a response offering to perform the contracting work required by the RFP if awarded the contract. City staff is recommending SMG be awarded that contract—the Council must exercise its discretion and reject that recommendation.

The RFP Requires Any Successful Proposer to Perform or Supervise Contracting Work. There is no question that to perform the work required by the RFP, any successful proposer would have to perform, subcontract and/or supervise contracting work, which in turn, requires all proposers be Arizona licensed contractors. *See* Protest § I(B) at 4-6; the RFP at 16-18 [Exh. 1 to the Protest]; & Addendum 2 to the RFP at 4 [Exh. 5 to the Protest]. SMG submitted a proposal responding to the RFP and expressly offered to self-perform this contracting work despite the fact that it is not a licensed Arizona contractor. *See* Protest § I(C) at 7-8; SMG Proposal at 4, 6, 18, 20 & 22 [Protest Exh. 3]; Printout from Arizona Registrar of Contractors’ website [Protest Exh. 4]. In fact, SMG has not even applied for an Arizona contractor’s license or applied to operate as a foreign corporation in Arizona. *See* Protest §§ I(C) & III at 7-9. SMG is neither responsive nor responsible here.

SMG’s Wrongful Conduct has Been Reported to the Registrar. Given SMG’s complete disregard for the licensing statutes in Arizona, Outfront, a properly licensed, bonded Arizona contractor, filed a complaint with the Registrar against SMG. *See* Outfront Complaint [Exh. B without Exhibits]. Outfront is informed and believes that the Registrar will take action of some kind against SMG including, at a bare minimum, preventing SMG from being able to obtain an Arizona contractor’s license for at least a year, but quite possibly issuing a formal Cease-and-Desist order.

In fact, in 2011, in a very similar circumstance, another company submitted a proposal to the City of Phoenix to perform work related to bus shelters on an RFP that was very similar to Chandler’s here. *See* Letter from Registrar of Contractors re: Request for Clarification Regarding Titan Outdoor LLC (“Registrar Letter”) [Exh. C]; Cease-and-Desist Order to Titan [Exh. D]. In that case, the Registrar made it clear to Phoenix that the proposer there could not perform the work under that proposed contract. In the instant case, SMG’s Proposal to the City was illegal. Similar to Titan, SMG cannot legally perform, supervise or subcontract the work that it offered to provide the City in its Proposal, and SMG will not even be eligible to be considered for a Contractor’s license in Arizona for at least a year from the date it submitted its proposal, if ever. *See* Protest § I(A).

The City Staff Denied Outfront’s Protest Related to this Issue Improperly, and on a Technicality that Does Not Cure the Problem with the City Entering an Illegal Contract. Despite the fact that SMG is not licensed to perform contracting work in Arizona and thus could not legally—(1) submit their proposal to the City; (2) enter a contract for this work with the City; or (3) perform the contracting work as required by the proposed contract—City staff is still

Mayor and City Council
May 28, 2015
Page 3

recommending the Council award the contract to SMG. Outfront is not sure why they are doing so, but the Council should not follow this recommendation, as the City cannot award a contract to a non-responsive, non-responsible proposer like SMG.

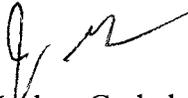
The denial of Outfront's protest was based solely on a technicality, not on the merits (which the City failed to address in any way), which was that it was untimely. That determination is both wrong and irrelevant. It is wrong because it ignores the fact that any delay in filing the Protest was prompted by a clear error in the "posting" of the name of the successful awardee by the City in this case. Late on May 13, the City's staff posted that the successful awardee was a company called "Street Media Group, LLC", which is not SMG. See Printout from City Website [Exh. E]. The City failed to correct this information until May 18, and the failure to properly post the correct name of the proposed awardee, unsurprisingly, caused confusion and delay in Outfront's ability to evaluate the appropriateness of filing a protest. See Protest at 1. Under the circumstances, the appropriate day to begin counting when the Protest was due was when the proper name of the entity was posted, May 18, and the Protest was timely filed 2 days later.

The denial of the protest is irrelevant because, even if Outfront's Protest was untimely, that does not change the facts, and the fact is the City now knows that SMG is a non-responsive, non-responsible proposer who illegally submitted a proposal on the RFP in clear violation of Arizona's licensing statutes. Moreover, the City knows that SMG cannot perform the work required under the RFP because they are not legally licensed (and will not be legally licensed) to do so. Regardless of how the Council learned of this issue, it does not change the Council's fiduciary obligation to the taxpayers of the City not to award an illegal contract, reward SMG for submitting an illegal proposal, or enter a contract that it knows SMG cannot perform on because it cannot obtain the necessary licenses to perform the work, as required by the RFP itself.

The City should award this contract to the only responsible, responsive proposer — Outfront Media LLC. Alternatively, the City should throw out all proposals and re-issue the RFP to ensure that only a responsive, responsible proposer can be awarded this contract. Any award to SMG would be an abuse of discretion.

Very truly yours,

Snell & Wilmer



Joshua Grabel

JG:jg

cc: Christina Pryor, City of Chandler (via email)
Kay Bigelow, City Attorney, Chandler (via email)



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. TN15-16**

1. Agenda Item Number:

19

2. Council Meeting Date:
May 28, 2015

TO: MAYOR & COUNCIL

3. Date Prepared: May 4, 2015

THROUGH: CITY MANAGER

4. Requesting Department:
Transportation & Development

5. SUBJECT: Transit shelter advertising and maintenance services

6. RECOMMENDATION: Staff recommends City Council approve Agreement No. TD5-915-3495, with Street Media Group, for transit shelter advertising and maintenance services for an initial five-year term, with the option of two (2) additional three-year extensions.

7. BACKGROUND/DISCUSSION: Out Front Media (previously CBS Outdoor) currently provides services to the City of Chandler to install, clean, and maintain bus shelters and associated furniture in exchange for their right to advertise at select sites. The existing contract will expire on June 30, 2015. The City has extended/renewed the existing agreement several times and does not have any more extension options.

During the course of the existing agreement (approved in February 2009), Out Front Media/ CBS Outdoor provided 48 new bus shelters, cleaned and maintained 194 bus shelters throughout the City, cleaned and maintained the Park and Ride and Transit Center, and provided the City with approximately \$520,000 in advertising revenue. All bus shelter installations under the current agreement have been completed.

8. EVALUATION: On March 13, 2015, City staff issued a Request for Proposal (RFP) for transit shelter advertising and maintenance services. Notification was sent to all registered vendors. Two (2) proposals were received from Street Media Group and Out Front Media.

The Evaluation Committee evaluated the proposals and recommends award to Street Media Group, who submitted the most advantageous offer to the City in accordance with the evaluation criteria.

The term of this agreement is July 1, 2015, through June 30, 2020, with the option of two (2) three-year extensions.

Under this new agreement, Street Media Group will provide shelter cleaning and maintenance services and will provide an additional 25 bus shelters to be installed throughout the City. Some of these new bus shelters will replace old shelters, while others will provide new shelters at existing stops without shelters. The 25 new shelters will be slightly larger than the shelters installed by the previous contractor, creating enhanced shading for passengers.

Over the course of the five (5) year term, Street Media Group will provide the City with minimum advertising revenues of \$564,000, with anticipated revenue shares being considerably higher (\$700,000 - \$900,000). Additionally, the City will be provided with an estimated \$1.65 million in services and capital through the provision of new shelters and the cleaning and maintenance of existing and new shelters, including the Transit Center and Park and Ride. The total value of this agreement is estimated to be \$2.21 million or \$443,000 per year.

9. FINANCIAL IMPLICATIONS:

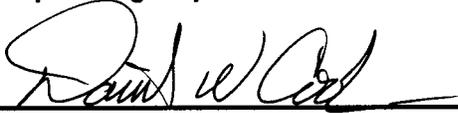
Cost:	\$ 0
Projected Revenue:	\$ 564,000
Value of Services/Capital:	\$1,650,000
Total Value to City:	\$2,214,000

10. PROPOSED MOTION: Move City Council approve Agreement No. TD5-915-3495, with Street Media Group, for transit shelter advertising & maintenance services for an initial five-year term, with the option of two (2) additional three-year extensions.

ATTACHMENTS: Agreement

APPROVALS

11. Requesting Department



Daniel W. Cook, City Engineer

13. Department Head



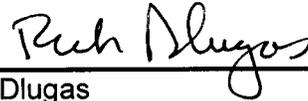
R.J. Zeder, Transportation & Development Director

12. Procurement Officer



Carolee Stees, CPPB

14. City Manager



Rich Dlugas

**CITY OF CHANDLER SERVICES AGREEMENT
TRANSIT SHELTER ADVERTISING AND MAINTENANCE SERVICES
AGREEMENT NO.: TD5-915-3495**

THIS AGREEMENT is made and entered into this ____ day of May, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Street Media Group, LLC, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

- 1.1. Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Transit Services Coordinator/ designee (Contract Administrator), to provide the services required by this Agreement.
 - 1.2. Qualified Personnel.** Contractor shall provide adequately trained personnel to perform required services as well as field supervisors who will perform routine and random inspections to ensure proper performance. Contractor shall ensure all field personnel will wear appropriate attire, reflective safety vests and identification badges while performing the required services.
 - 1.3. Advertising Sales.** Contractor shall employ a qualified sales staff or establish and maintain a business relationship with a qualified and experienced national sales organization which has the capability to solicit national, regional and local advertising on bus shelter structures.
 - 1.4. Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
 - 1.5. Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.
- 2. SCOPE OF WORK:** CONTRACTOR shall provide the services all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.
- 2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
 - 2.2. Licenses.** Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
 - 2.3. Compliance with Applicable Laws.** Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

- 2.3.1 The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor Immigration Warranty".
- 2.3.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2. Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. Reports.** The Contractor shall submit reports to the City on the 15th of each month. Reports will include, but not be limited to the following: Monthly Advertising Receipts Collected; Monthly Sales Occupancy; Monthly City Announcement Occupancy; Client Contract Information, Current Advertising Rates, Lighting Inspections Performed, Shelter Installations/ Relocations/ Removals performed, and Shelter Damage and Repairs Performed.
- 3.4. Property of CITY.** Any shelters installed by the Contractor are the property of the City.
- 4. ADVERTISING REVENUE SHARING PLAN:**
- 4.1.** In exchange for the completion of all services included in the attached Scope of Work, the City grants the Contractor the right to sell advertising space on Transit Ad Shelters and kiosks that are not already reserved for use by the City. The Contractor shall pay the City the amount of \$50.00 per shelter per month or 21% of the monthly net revenue generated by the advertising sales, whichever is greater. If the City exercises one or both of the three year contract extensions, minimum and percentage revenue shares will be renegotiated prior to the initiation of contract extension.

- 4.2. **Payment.** CONTRACTOR shall pay the CITY monthly advertising revenues no later than the 15th of the following month.
- 4.3. **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.4. CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.5. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
5. **TERM:** The term of the Contract is five year (s), commencing on July 1, 2015 and terminating on June 30, 2020, unless sooner terminated in accordance with the provisions herein. The Contract may be extended by mutual agreement of the parties for two additional successive terms of three years each. Additionally, the Contract may be extended unilaterally for a period of thirty-one days or a portion thereof.
- 5.1. **Negotiation in Extension Terms.** All revenue sharing offered herein shall be firm against any change for the initial term of the Contract. Prior to commencement of subsequent renewal terms, City and Contractor may approve an adjustment in the revenue sharing. If any adjustment is agreed upon by both parties, a written Contract Amendment shall be approved and executed by the parties.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
- 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 6.2. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
7. **CITY'S CONTRACTUAL REMEDIES:**
- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days

indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.
8. **TERMINATION:**
- 8.1 **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORs to cease such work. In the event the CITY cancels this contract for convenience prior to the end of the 5-year term, the CITY shall be responsible for reimbursing CONTRACTOR a percentage of the fabrication cost of the 25 new bus shelter sets purchased and installed during this contract. This reimbursement percentage will be calculated by dividing the number of months remaining in the contract term at the time of contract cancellation by the number of months in the full contract term (60).
- 8.2 **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
 - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
 - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
 - 8) In the event of default the City shall provide written notice to the Contractor that it is in default of its obligations under the Agreement and contractor will be permitted 30 days from receipt of written notice from the City to cure such default. If the obligation cannot reasonably be performed within 30 days, the Contractor shall not be in default as long as it commences a cure within 30 days of notice and diligently pursues it to completion.

- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. DISPUTE RESOLUTION:**
- 10.1. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

10.3. Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

11. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees. Notwithstanding the foregoing, Contractor's indemnification obligation arising under this Agreement does not apply to claims arising as a result of the CITY's sole negligence.

The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

12. INSURANCE:

1. General.

A. At the same time as execution of this Contract, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.

- C. The insurance requirements set forth below are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
 - D. The City in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect Contractor from liabilities that might arise out of the performance of the Contract services under this Contract by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
 - E. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.
 - F. **Use of Subcontractors:** If any work is subcontracted in any way, the Contractor shall execute a written Contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Contract. The Contractor is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope And Limits Of Insurance. The CONTRACTOR shall provide coverage with limits of liability not less than those stated below.
- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
 - B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability.* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
 - C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
 - D. *Installation Floater.* When Contractor is installing equipment, it will obtain and provide proof of coverage equal to the initial contract amount for the installation including labor and expenses, policy shall include the following provisions:
 - a. The City, Contractor, subcontractor and any others with an insurable interest in the work shall be Insureds on the policy.
 - b. Coverage shall be written on a Covered Cause of Loss-Special Form, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.
 - c. Policy shall be maintained until whichever of the following shall first occur:
 - i. final payment has been made; or,

- ii. until no person or entity, other than the City has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.
- e. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- f. Contractor is responsible for the payment of all deductibles under the Installation Floater policy and waives all rights of recovery and subrogation against the City under the Contractor-provided Installation Floater coverage.

3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
 - 2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
 - 3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - 4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 - 5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Contract.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
10. By signing this Contract, the Contractor certifies it is fully aware of Insurance Requirements contained in the Contract and assures the City of Chandler that it is able to produce the Insurance coverage required.
11. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.
13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract
 Administrator: City of Chandler
 Contact: Transit Coordinator
 Mailing Address: PO Box 4008 MS
412
 Physical Address: 975 E Armstrong Way
 City, State, Zip Chandler, AZ 85244-
4008
 Phone: 480-782-3402
 FAX: 480-782-3495

In the case of the CONTRACTOR

Firm Name: Street Media Group, LLC
 Contact: Gary Young
 Address: 5724 S College Ave
 City, State, Zip Fort Collins, CA 80525
 Phone: 970-658-9070
 Email: gary@streetmediagroup.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

- 15.1. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.2. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.3. Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.4. Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.5. No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

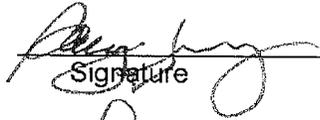
15.6. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of May, 2015.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

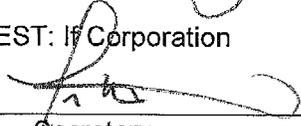
Mayor

By: 
Signature

ATTEST:

City Clerk

SEAL

ATTEST: If Corporation

Secretary

Approved as to form:

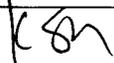
City Attorney 

EXHIBIT A SCOPE OF WORK

The Contractor shall furnish, either themselves or through a subcontractor(s), all necessary labor, tools, equipment, and supplies to perform the routine maintenance services to all existing and future Chandler bus stops, bus shelters, the Transit Center located at Chandler Fashion Center, and the Chandler Park and Ride at no cost to the City.

Definitions

Net Revenue – means monies received by Contractor for advertising in the City, less taxes.

Transit Furniture – means any amenities installed at bus stops, including bus shelter, benches, trash receptacles, advertising kiosks, bike loop, lighting units, and solar panels.

Shelter – means a structure constructed for maximum screening and surface airflow to provide shade for bus passengers, and shall include the shelter, bench, and trash can. "Shelter" incorporates both "Advertising Shelter" and "Non-Advertising Shelter".

Advertising Shelter – means a shelter that includes one or more attached or detached kiosks, two display faces which are reserved for advertising materials to be supplied by Contractor and, in cases where a third display face exists, one display face will be reserved for the regional bus system map.

Non-Advertising Shelter – means a shelter that is not accompanied by any attached or detached advertising kiosk.

Basic Cleaning

Routine maintenance shall include basic cleaning of all shelter locations and bus stops with a bench and trash can a minimum of two times per week. Basic cleaning shall mean picking up and disposing of litter in and around (includes shelter pad plus a minimum ten feet beyond each end of the shelter pad and a minimum five feet beyond the depth of the shelter pad. In certain locations, this area will need to be extended, as directed by City) each area, removing trash from trash cans and replacing trash can liners, wiping down shelter and benches, removing gum, stickers and non-transit related signs and posters from shelter furniture and bus stop sign, and inspecting for any additional cleaning/maintenance needs.

Additionally, Contractor shall clean litter at bus stops without trash cans on occasion, as directed by the City.

Power Washing

All shelter locations shall be power washed a minimum of once per week. Prior to power washing, Contractor shall pick up trash and debris within the maintenance area and sweep debris from concrete transit pad and gutter. Power washing entails cleaning the shelter, benches, trash cans and trash can lids, gutter, accessories, interior sidewalk and bus platform with high-pressure water and wiping everything down, including advertising displays and bus schedule holders, to prevent water spots. In order to prevent damage to lighting systems and digital message signs (DMS), power washing shall not be done on ceiling panels, roof, or within three feet of DMS signs. Ceiling panels, solar panels, DMS signs and other high-reach areas shall be wiped clean a minimum of once every three months, or more often if requested by City.

High Activity Locations

Basic cleaning shall be performed at the following high activity locations a minimum of three to four times per week, as directed by City. Power washing shall be performed at the following locations a minimum of one to two times per week, as directed by City:

Northbound Arizona Ave. Far side Germann Rd.

Northbound Arizona Ave. Far side Pecos Rd.

Northbound Arizona Ave. Far side Frye Rd.

Northbound Arizona Ave. Far side Chandler Blvd.
Northbound Arizona Ave. Far side Ray Rd.
Northbound Arizona Ave. Far side Warner Rd.
Northbound Arizona Ave. Far side Elliot Rd.
Southbound Arizona Ave. Far side Elliot Rd.
Southbound Arizona Ave. Far side Warner Rd.
Southbound Arizona Ave. Far side Ray Rd.
Southbound Arizona Ave. Far side Chandler Blvd.
Southbound Arizona Ave. Far side Pecos Rd.
Eastbound Chandler Blvd. Far side Arizona Ave.
Westbound Chandler Blvd. Far side Arizona Ave.
Northbound Alma School Rd. Far side Chandler Blvd.
Eastbound Chandler Blvd. Far side Alma School Rd.
Westbound Chandler Blvd. Far side Alma School Rd.
Northbound Dobson Rd. Far side Chandler Blvd.
Eastbound Dobson Rd. Far side Chandler Blvd.
Westbound Dobson Rd. Far side Chandler Blvd.
Eastbound Chandler Blvd. Far side Rural Rd.
Westbound Chandler Blvd. Far side Rural Rd.
Westbound Chandler Blvd. Far side Country Club Way
Northbound Rural Rd. Far side Chandler Blvd.
Westbound Chandler Blvd. Far side Gilbert Rd.
Westbound Chandler Blvd. Far side McQueen Rd.
Westbound Elliot Rd. Far side Arizona Ave.

As activity levels or cleaning needs change at certain bus stops, the City may add to and/or remove bus stops from the list of high activity locations at any time while the contract is in effect. The City will limit the number of high activity locations to 30 locations or 16% of all advertising locations, whichever is greater over the term of the contract.

Chandler Transit Center (at Chandler Fashion Center)

Contractor is responsible for emptying all trash cans and picking up all litter on site and in bus bays, cleaning all shelter and seating furniture and water fountains (as outlined in the Basic Cleaning section above) three to four times per week, as directed by City. Contractor is responsible for power washing shelter, seating furniture and passenger platforms one to two times per week, as directed by City.

At this location, Contractor is not responsible for landscaping, cleaning or maintaining the restroom building, repairing lighting, painting, or structural repairs to passenger facilities. However, Contractor is responsible for notifying City if lighting is not working properly or of any other needed repairs.

Chandler Park and Ride

Contractor is responsible for emptying all trash cans and picking up litter in the passenger platforms and bus bay areas, cleaning all shelter and seating furniture and water fountains (as outlined in the Basic Cleaning section above) three to four times per week, as directed by City. Contractor is responsible for power washing shelter and seating furniture and passenger platforms one to two times per week, as directed by City. Contractor is responsible for emptying trash cans and picking up litter in parking lot areas a minimum of one to two times per week, as directed by CITY. Contractor will be responsible for the cleaning of bike lockers once per month.

At this location, Contractor is not responsible for maintaining or cleaning security/restroom building, landscaping, parking lot sweeping, picking up litter in landscaped and irrigation areas, cleaning/maintenance of parking canopies, repairing lighting or structural repairs to passenger facilities or artistic structures.

However, Contractor is responsible for notifying City if lighting is not working properly or of any other needed repairs.

Specialty Shelter Maintenance

The Contractor shall clean and maintain shelters that are unique or are specially designed, built, and installed by a third party developer (including LINK shelters along Arizona Ave., and custom shelters on the south side of Chandler Blvd. near Chandler Fashion Center), as it does other advertising shelters.

At these locations, Contractor is not responsible for repairing any damage or structural repairs to the shelters. However, Contractor is responsible for repairs or replacement of the advertising display cases as well as cleaning, painting, graffiti removal, and lighting repair/replacement of these specialty shelters.

Lighting Inspections

Contractor shall inspect the lighting units on bus shelters periodically to verify that solar units, batteries, LED units and wiring are all functioning properly. If Contractor cleans bus shelters before sunrise or after sunset, Contractor should note whether or not lighting unit was functional. Contractor should rotate its cleaning schedule to maximize the number of shelters visited while it is dark outside. All lighting units at bus shelters shall be inspected a minimum of three times per year. Contractor is responsible for notifying the City when a lighting problem exists and providing an estimated timeframe for repairing lighting unit.

Additional Cleaning/Maintenance Services

The Contractor shall inspect shelter conditions with each basic cleaning and perform the following tasks as they are needed:

- a) Examination and adjustment or replacement of kiosk posters, route information, and shelter graphics, as necessary. All advertising materials, including posters and transparent protective coverings, shall be kept in a clean and attractive condition acceptable to the CITY.
- b) Pruning, weed abatement, raking of leaves;
- c) Removal of all graffiti, including the removal of stickers, flyers and business cards posted to the shelter;
- d) Remediating bug/pest problems;
- e) Cleanup of broken glass and/or any other safety concern;
- f) Repairing/replacing lighting units;
- g) Paint touch-up, complete shelter painting, and parts replacement, as required;
- h) Repair of Shelter, kiosk, bench, trash can, or any other equipment needing repair.

The Contractor shall perform tasks a) through f) within one business day of noticing the need or when requested by the City. Tasks g) through h) shall be performed within five business days of noticing the need.

Utilities

Contractor shall be responsible for waste disposal and water refill. For an initial fee of \$40 per month (subject to change as water/solid waste fees increase), Contractor may dispose waste and refill water at a City facility located near the intersection of Germann and McQueen.

The Contractor shall also be responsible for utility costs associated with lit advertising kiosks. In some locations, the City pays for the electricity to light advertising kiosks, but the Contractor shall reimburse the City for these expenses on a monthly basis. The City will be responsible for utility costs to light the shelters.

Additional Considerations

The Contractor shall perform all work so that minimal interference or disruption to the public transit system occurs, including causing discomfort or inconvenience to passengers. Under no circumstances shall a site be left in an unsafe manner for any amount of time.

The Contractor shall be responsible for any damage caused to property by the Contractor.

Signed Form will be inserted here
Debarment and Suspension Certification for Prospective Contractors

Primary covered transactions must be completed by Contractor for contract value over \$25,000.

Choose one alternative:

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

OR

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

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

Executed in [insert city and state].

Name:

Authorized signature

Date

**Signed Form will be inserted here
Lobbying Certification**

This form is to be submitted with an offer exceeding \$100,000.

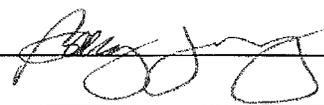
The Contractor certifies, to the best of its knowledge and belief, that:

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

THE CONTRACTOR, STREETMEDIAGROUP LLC, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the Contractor's authorized official: GARY YOUNG

Title: CEO

Signature 

Date 5/20/15