



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Matt Cano

SUBJECT: BUS SHELTER ADVERTISING
REVENUE SHARE AGREEMENT

DATE: January 21, 2021

Approved

Date

1/27/2021

RECOMMENDATION

Approve an Agreement between the City of San José (City) and Santa Clara Valley Transportation Authority (VTA) to share bus shelter advertising revenue generated from bus shelters located in the City of San José retroactive from January 1, 2018 through December 31, 2021.

OUTCOME

The City is projected to realize over \$500,000 in revenue over the four-year term with the VTA sharing bus shelter advertising revenue for the proportion of bus shelters located in the public right of way in the City.

BACKGROUND

Since 1995, the VTA has awarded an advertising contract for their bus shelter system. The contracts included revenue sharing with participating cities and Santa Clara County (County) and required mandatory maintenance of the bus shelters by the contractor. The pass-through revenue was based on the advertising contractor paying a percentage of the cumulative net revenues generated with a minimum payment per advertising shelter located in the City. In 2001, the VTA, the County, and participating cities clarified a schedule of liquidated damages for the advertising contractor to maintain the shelter sites in a clean and safe manner.

On December 31, 2017, the most recent version of the bus shelter revenue sharing agreement with the City expired along with the VTA's previous bus shelter advertising contract with Clear Channel Outdoor (Clear Channel).

ANALYSIS

On August 8, 2018, VTA executed an agreement with Clear Channel as the advertising contractor and bus shelter maintenance provider for a four-year term expiring on December 31, 2021. Key business terms of the new agreement include:

- New Minimum Annual Guarantee (MAG) payment to VTA of \$805,000
- Annual management expense of \$146,000 including maintenance
- 50% of revenue is shared by proportional percentage of Bus Ad Shelters in the City
- Bus shelter counts are calculated on December 31 of each year

After the management expense, the VTA keeps 50% of the remaining revenue and then shares 50% of this remaining revenue with all participating entities based on its proportional share of bus shelters with advertising in each jurisdiction. The City’s revenue share comprises nearly half of the shelters across the system and is summarized in Table 1 for the Estimated Revenue Share Payments over the life of the contract.

Table 1 – Estimated Revenue Share Payment to City

Calendar Year	# of Ad Shelters in SJ	% of Ad Shelters in SJ	Revenue to SJ
2018	169	43.90%	\$144,637
2019	191	47.28%	\$155,778
2020 – <i>estimate</i>	191	47.28%	\$116,833*
2021 – <i>estimate</i>	191	47.28%	\$155,778
Total			\$573,078

* 2020 payment estimate includes a 25% reduction due to VTA’s May quarterly waiver of minimum payment.

The table includes actual payments due for 2018 and 2019 and estimated payments for 2020 and 2021. Moreover, fluctuations will continue each year as the VTA adds and removes bus shelter stops to ensure an efficient system. First payment is expected by the end of April 2021.

Due to the impacts of the County’s COVID-19 Shelter-in-Place order reducing ridership and dropping the value of advertising, the VTA waived one quarterly MAG payment through an amendment executed in May 18, 2020 (Attachment 1 – Amendment No. 1). The waiver enabled Clear Channel to retain staff who perform all cleaning and maintenance service at bus shelters during the various stages of the County’s COVID-19 health orders.

The agreement is retroactive due to limited staff capacity and the ongoing impacts of prioritizing core services during the COVID-19 pandemic. In April 2019, VTA approached the Administration and Public Works was tasked to negotiate the agreement. Negotiations could not resume until the vacant Public Works Deputy Director position was filled in September 2020.

CONCLUSION

Staff recommends executing the agreement as negotiated with the VTA and continuing the bus shelter advertising revenue share program.

EVALUATION AND FOLLOW-UP

Public Works staff meets regularly with VTA staff to process new bus shelter permits and maintain the revenue share program. As the VTA considers renewing its advertising contract after 2021, City staff will remain engaged to ensure accurate bus shelter counts, revenue share calculation and maintenance coordination.

CLIMATE SMART SAN JOSE

The recommendation in this memo has no effect on Climate Smart San José energy, water, or mobility goals.

PUBLIC OUTREACH

No public outreach has been performed for the consideration of the VTA bus shelter advertising revenue agreement.

COORDINATION

Public Works staff has coordinated with the City Attorney's Office, City Manager's Budget Office, and the Department of Transportation.

COMMISSION RECOMMENDATION/INPUT

No commission recommendation or input is associated with this action.

FISCAL/POLICY ALIGNMENT

There are no net costs to the General Fund resulting from the recommended actions.

COST SUMMARY/IMPLICATIONS

Total revenue share payments from calendar year 2018 through 2021 are estimated to total \$573,078. Revenue share payments to the City for 2018 through 2019 in the amount of \$300,415 are expected to be paid this fiscal year by April 2021. These payments will be recommended to be recognized and appropriated into the General Fund as part of the 2020-2021 Mid-Year Budget Review scheduled for City Council approval on February 9, 2021. Future payments will be incorporated into future budget processes.

CEQA

Not a Project, File No. PP17 003, Agreements/Contracts (New or Amended) resulting in no physical changes to the environment.

/s/
MATT CANO
Director of Public Works

For questions, please contact J. Guevara, Deputy Director, at (408) 807-1801.

Attachments:

Attachment 1 – VTA and Clear Channel Bus Shelter Advertising Agreement and Amendment No. 1



CONTRACT FOR SERVICES

**CONTRACT BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CLEAR CHANNEL OUTDOOR, INC.
FOR
BUS SHELTER ADVERTISING PROGRAM**

This contract for professional services ("**Contract**") between the Santa Clara Valley Transportation Authority, and Clear Channel Outdoor, Inc., a Delaware corporation, is entered into on the date finally executed by both parties hereto ("**Effective Date**").

1. DEFINITIONS

- A. "**VTA**" means Santa Clara Valley Transportation Authority and all of its authorized representatives.
- B. "**CONTRACTOR**" means Clear Channel Outdoor, Inc., a Delaware corporation, its employees, authorized representatives, authorized subcontractors, successors, and permitted assigns.
- C. "**Parties**" means VTA and CONTRACTOR.
- D. "**Services**" mean the professional, technical, and administrative duties and responsibilities of CONTRACTOR under this Contract, which SERVICES are more fully described in the Scope of Services set forth in the RFP.
- E. "**RFP**" means the BUS SHELTER ADVERTISING PROGRAM REQUEST FOR PROPOSALS, dated June 26, 2017 ("**RFP**").
- F. "**Bus Shelters**" mean the existing bus shelters identified on **Appendix A**, as well as any additional bus shelters that may be added pursuant to Section 4.C of this Agreement. VTA may update the list of Bus Shelters in **Appendix A** to reflect any change in the Bus Shelter inventory as permitted under this Contract. Such update to **Appendix A** shall not require amendment to this Contract.
- G. "**Bus Stop Area**" means the area designated in VTA's "Bus Stop and Passenger Facilities Standards" for use by VTA revenue vehicles and transit patrons, including: the Bus Shelter, bench, shelter pad, and a 15 foot radius area from the Bus Shelter; trash receptacles; bus stop sign; and the sidewalk passenger pad adjacent to the Bus Shelter.
- H. "**Net Advertising Revenue**" means gross advertising revenue actually collected by CONTRACTOR, less any agency commission.



2. SERVICES TO BE PERFORMED

CONTRACTOR shall furnish all technical and professional labor and materials to perform the Services. A copy of the RFP is attached hereto as **Appendix B** and incorporated herein by reference.

3. TERM OF THE CONTRACT

The term of this Contract (the "**Term**") will be for four (4) years, commencing on January 1, 2018 (the "**Commencement Date**"), and continuing through December 31, 2021. The Parties may extend this Contract for an additional five (5) year period by mutual agreement. Each 12 month period beginning on any January 1 during the Term (and any extension thereto) is referred to herein as a "**Contract Year**."

4. COMPENSATION

A. Compensation Structure

(1) MAG Payment

Beginning on the Commencement Date, CONTRACTOR shall pay to VTA a Minimum Annual Guarantee ("**MAG**") in the amount of \$805,000 per Contract Year.

(2) Revenue Share

In addition, within sixty (60) days following each anniversary of the Commencement Date, CONTRACTOR shall pay to VTA the amount, if any, by which forty-five percent (45%) of the annual Net Advertising Revenue collected by CONTRACTOR exceeds the MAG paid to VTA during such year ("**Revenue Share**").

CONTRACTOR shall pay the MAG payments to VTA on a monthly basis no later than the fifteenth (15th) day of each month.

CONTRACTOR shall provide the reports and statements described in **Section 21** of this Contract.

(3) Late Payments

Payments that are delinquent by five (5) days or more shall be subject to a late charge of 1.5% per month to compensate VTA for administrative costs it incurs as a result of CONTRACTOR's delinquency.

B. Existing Bus Shelters

Retroactive to January 1, 2018, the ownership of those existing bus shelters constructed and owned by Clear Channel under the "TRANSIT SHELTER ADVERTISING PROGRAM AGREEMENT BETWEEN SANTA CLARA COUNTY TRANSIT DISTRICT AND PATRICK MEDIA GROUP, INC." dated June 9, 1994, as amended, which bus shelters are listed in



Appendix A as "CONTRACTOR-constructed Bus Shelters", shall be deemed transferred to VTA. CONTRACTOR shall document such transfers via a Bill of Sale similar to that set forth in **Appendix J** no later than July 27, 2018.

C. Future Bus Shelters

VTA may, at VTA's sole cost, add new bus shelters to locations where shelters currently do not exist. Any such additional shelters will be subject to the terms and conditions of this Contract.

5. NO ADVERTISING WHERE PROHIBITED BY LAW

CONTRACTOR shall ensure that the placement, specifications and content of any and all bus shelter advertising is in compliance with all applicable laws and regulations, including but not limited to local zoning and sign ordinances.

6. MAINTENANCE OF BUS SHELTERS

A. General

CONTRACTOR shall conform to the maintenance standards set forth in this Contract and be responsible for maintaining shelters in a satisfactory condition throughout the term hereof.

Except as otherwise required herein, CONTRACTOR shall make routine inspection calls on each shelter site a minimum of once per week. CONTRACTOR shall make more calls as requested by VTA, or as conditions warrant, in response to urgent issues e.g. overflowing trash, biohazard concerns, broken panels, broken lighting, and graffiti etc. which occur outside of CONTRACTOR's regular maintenance schedule. CONTRACTOR shall also make routine inspection calls at a minimum of two (2) times per week, on nonconsecutive days, at identified higher frequency shelter sites listed on **Appendix C**.

At each inspection call, CONTRACTOR shall clean the Bus Stop Area, consisting of: sweeping, emptying trash receptacles, refurbishing receptacles with trash bags, and, as needed, cleaning and power washing each shelter structure and appurtenant furniture. If necessary, cleaning shall be performed using soft, nonabrasive materials. CONTRACTOR shall remove any and all debris, including but not limited to broken glass, graffiti, extraneous posters and stickers, litter, dust, dirt, biological waste, and weeds from the Bus Stop Area. Additional cleaning specifications for Bus Rapid Transit shelters are available in VTA's Operations & Maintenance ("**O&M**") Manual.

B. Maintenance Deposit

CONTRACTOR shall submit, upon execution of this Contract, a \$10,000 maintenance deposit ("**Maintenance Deposit**"). If CONTRACTOR fails to provide maintenance services according to this Contract, including any of the criteria in this **Section 6.B**, VTA may, upon providing written notice to CONTRACTOR, provide any or all of the omitted



services and deduct the cost for all expenses incurred from the Maintenance Deposit. VTA may withdraw funds from the Maintenance Deposit for:

- (1) Maintenance that is performed by VTA as the result of CONTRACTOR failing to correct a maintenance issue within 48 hours following CONTRACTOR's receipt of written notice thereof.
- (2) Maintenance that is performed by VTA as the result of a failure by CONTRACTOR to perform minimum weekly or biweekly maintenance calls , when such failure remains uncured more than 48 hours following VTA's sending CONTRACTOR written notice thereof.
- (3) The foregoing to the contrary notwithstanding, maintenance that is performed by VTA as the result of CONTRACTOR's failure to begin correcting maintenance issues identified by VTA as "urgent" within 24 hours following VTA's providing CONTRACTOR with written notification thereof and follow-up notification by telephone (message or live conversation) at **510-772-8749**. Urgent issues may include, but are not limited to, safety hazards, excessive trash or graffiti, biohazards, materials that impede VTA's service delivery or adversely impact VTA ridership's ability to safely and reasonably access or use Bus Shelter facilities as intended.

VTA shall maintain a record of the reason, date, and amount of Maintenance Deposit disbursements. Within thirty (30) calendar days' notice to CONTRACTOR that the Maintenance Deposit has reached a balance of \$5,000, CONTRACTOR shall restore the Maintenance Deposit to a \$10,000 balance. Payments that are delinquent by one day or more shall be subject to a late charge of 1.5% per month to compensate VTA for administrative costs it incurs as a result of CONTRACTOR's delinquency. Upon the termination or the expiration of the Contract, VTA shall refund any remaining unused Maintenance Deposit balance to CONTRACTOR.

VTA's exercise of its rights under this **Section 6.B** shall be in its sole discretion, without prejudice to any other remedy (in law or in equity) for breach of this Contract to which VTA may otherwise be entitled.

C. Maintenance Documentation

CONTRACTOR shall develop a log in an electronic searchable format usable by VTA for Bus Shelter inspections and maintenance work performed, and submit the electronic log to VTA at the end of every month or as required by VTA Passenger Facilities Department. The log shall include details such as the date and time of inspection, and the maintenance work performed. In addition, CONTRACTOR shall furnish to VTA a monthly narrative report that contains a summary of its maintenance operations, noting problem areas and corrective actions taken.



D. Stormwater Management

Surface cleaning shall adhere to the Bay Area Storm Water Management Agencies Association (BASMAA) Pollution Prevention Program for Surface Cleaners, and CONTRACTOR shall provide evidence that all staff who perform surface cleaning have completed the online BASMAA training annually by June 1st. Additional details regarding BASMAA training can be found at: <http://basmaa.org/Training>.

CONTRACTOR shall ensure the protection of stormwater quality at all times and shall comply with VTA Phase II Small MS4 General Permit requirements, implement Best Management Practices (BMPs) in accordance with VTA and Local City ordinances, and California Stormwater Quality Association (CASQA) guidelines as needed. Additional details regarding Phase II Small MS4 General Permit requirements can be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/phsii2012_5th/order_final.pdf

VTA stormwater requirements include, but are not limited to: (i) reduction of discharge of pollutants in storm water; (ii) ensuring that no debris, silt, bark, sediment, sawdust, rubbish, trash or other undesirable material is placed in or around a storm drainage flow line, storm drains or where it may be washed or blown into a storm drainage facility or creek; (iii) ensuring that no discharge of any liquids other than clean stormwater is permitted. CONTRACTOR shall also ensure that debris and trash containers remain upright, watertight, and covered at all times to minimize direct precipitation and prevent rainfall from entering the containers. CONTRACTOR shall service trash containers in a timely fashion so debris and trash do not accumulate on the premises. VTA is responsible for the maintenance of storm drains.

CONTRACTOR shall attend or provide evidence that CONTRACTOR has provided employees with annual training comparable to VTA's O&M Pollution Prevention and Good Housekeeping Training, attached herein as **Appendix D**. Annual tests provided by VTA will be administered to trained employees to assess CONTRACTOR's knowledge of stormwater requirements. CONTRACTOR shall provide results to VTA within 30 days of administering training.

E. Maintenance of High Frequency Bus Shelters

VTA has identified a list of Bus Shelters that require a higher frequency of routine maintenance calls, attached herein as **Appendix C**. CONTRACTOR shall make routine inspection calls at a minimum of two (2) times per week at these shelters. Inspection calls must occur on nonconsecutive days. In the event that CONTRACTOR is unable to perform the minimum required maintenance schedule at these higher frequency Bus Shelter locations, VTA may draw from the maintenance deposit to perform, or engage a third-party to perform, the necessary maintenance duties. VTA will reevaluate and may amend the list of higher frequency Bus Shelters on an annual basis, but shall not increase the number of higher frequency Bus Shelter locations.



F. Services Provider Selection

If CONTRACTOR intends to subcontract the inspection, maintenance, repair, or removal/relocation portion of the Contract, VTA retains the right to approve or disapprove subcontractors and subcontracted services, provided that VTA will not unreasonably withhold such approval.

G. Inspection/ Repair of Bus Shelters

(1) Inspection: At each inspection call for maintenance, CONTRACTOR shall inspect Bus Shelter conditions to determine if there are any repairs needed. If, during maintenance inspections, CONTRACTOR finds any shelter damage, including damage to the structure, or vandalism that is of an emergency or hazardous nature, or broken or damaged lighting, then CONTRACTOR shall notify VTA of any such shelter issues immediately. CONTRACTOR shall take immediate and appropriate action to perform the necessary repairs.

(2) Repair of VTA-constructed Bus Shelters: CONTRACTOR shall be responsible for repairing Bus Shelters, listed in **Appendix A** as "VTA-constructed Bus Shelters," including panels, roof, glass panels, sides, benches, and map cases and for providing all labor and incidental material costs associated with the repair. VTA shall furnish replacement parts, except for replacement light bulbs, screws and incidental materials for CONTRACTOR to use in making such repairs.

The foregoing repairs shall not include installation of new lighting to Bus Shelters where lighting did not previously exist. However, CONTRACTOR shall be responsible for replacing any defective lighting and/or light bulbs and incidental materials.

(3) Repair of CONTRACTOR-constructed Bus Shelters: For those Bus Shelters listed in **Appendix A** that are identified as "CONTRACTOR-constructed Bus Shelters," CONTRACTOR shall be responsible for both repair and supply of any needed parts (including panels, roof, glass panels, sides, benches, lighting and map cases) on CONTRACTOR-constructed Bus Shelter structures.

(4) Timeline for Repair: The deadlines for repairs to VTA-constructed Bus Shelters shall be adjusted to reflect the time required for VTA to deliver the applicable replacement part(s) to CONTRACTOR.

7. REMOVAL AND RELOCATION OF BUS SHELTERS

CONTRACTOR shall be responsible for the removal and/or relocation, as well as the associated costs, for up to 10% of VTA Bus Shelters, for each term year of the Contract. For Bus Shelter removals and/or relocations over the 10% annual allocation, CONTRACTOR shall bill VTA for the direct costs plus up to a 5% markup for contract administration. Following CONTRACTOR's receipt of written notice duly made by VTA, CONTRACTOR shall perform the removal and/or relocation of shelters, and shall incur the associated costs thereof.



CONTRACTOR shall comply with VTA's Bus Stop Placement, Closures and Relocation Policy, as such policy may be amended from time to time. A copy of said policy (current as of the Effective Date) is attached hereto as **Appendix E**.

8. TRANSIT SHELTER ADVERTISING SPECIFICATIONS

CONTRACTOR shall comply with out-of-home advertising industry standards regarding the installation and sizing of advertisements used for VTA Bus Shelter advertising. See **Appendix F** for additional details.

9. APPROVAL OF ADVERTISING CONTENT – VTA ADVERTISING POLICY

CONTRACTOR shall comply with VTA's Advertising Policy, as it may be amended from time to time. The VTA Advertising Policy as of the Effective Date is attached hereto as **Appendix G**.

10. VTA ADVERTISING & PROMOTIONAL MATERIALS

VTA reserves the right to use up to fifteen percent (15%) of the Bus Shelter advertising space for its own marketing and promotional purposes, which includes VTA-partner marketing and promotional purposes. VTA will use reasonable efforts to avoid placement of VTA-partner campaigns that are in direct competition with CONTRACTOR's advertising sales, such as advertising for revenue-generating events. Furthermore, VTA will use best efforts to have VTA-partners supply indemnities to CONTRACTOR for copyright and license infringement, for copy provided by VTA-partners. VTA will provide CONTRACTOR with a minimum of thirty (30) calendar days' notice when VTA or a VTA-partner will require such advertising space. VTA will supply CONTRACTOR with a list of VTA advertising partners; VTA reserves the right to update this list from time to time. The current list of VTA advertising partners is attached hereto as **Appendix H**.

In the event of the construction of a new or replacement VTA Bus Shelter, VTA reserves the right to use the advertising space for its marketing and promotional use for a minimum of thirty (30) calendar days and a maximum of sixty (60) calendar days, immediately after construction of the shelter has been completed.

CONTRACTOR shall install and maintain VTA and VTA-partner information and advertising at no charge. Installation and removal of VTA advertisements shall be performed within seven (7) calendar days of written notice from VTA.

11. ADVERTISEMENT REQUIREMENTS AND RESTRICTIONS

Exclusive of all commercial advertising space, VTA reserves the right to place informative materials on all transit shelters. CONTRACTOR shall post and display such informative material at no cost to VTA. VTA shall not sell such space to advertisers either directly or



through any intermediary. Such informative material shall be placed only in a single designated back panel of the shelter.

No materials or substances used for advertisements shall impede, obstruct or interfere with VTA branding or logo. Advertising on VTA Bus Shelters shall be limited to the defined Bus Shelter advertising panels. All other types of advertising shall require prior written approval from VTA.

VTA shall have the right to remove advertising for the major maintenance and/or repair of its shelters. CONTRACTOR shall replace affected advertising at CONTRACTOR'S expense.

12. EXCHANGES OF INFORMATION

The Parties shall maintain throughout the term of the Contract a continual liaison and exchange of plans and information that pertains to the VTA Bus Shelter Advertising Program.

13. OVERALL QUALITY OF ADVERTISING MATERIALS

CONTRACTOR shall use materials and technology that will enhance the appearance and image of the shelters. All advertisements shall be maintained in good condition by CONTRACTOR; each advertisement shall be free from wrinkles and shall present a sharp, clear and clean appearance. CONTRACTOR shall assure that all advertisements are manufactured, installed, and removed in accordance with current industry standards.

14. DAMAGED ADVERTISEMENTS

CONTRACTOR shall remove any damaged advertisements within 48 hours after receiving notice of such damage from VTA.

If the CONTRACTOR has not removed a damaged advertisement within 48 hours after receiving notice from VTA, VTA may remove the advertisement at CONTRACTOR'S sole cost without additional notice.

15. OUTDATED ADVERTISEMENTS

Within 48 hours following CONTRACTOR'S receipt of VTA'S written notice that specific advertisements have exceeded the period for which they are to be posted by at least seven (7) days, CONTRACTOR shall remove and replace such advertisements.

16. UNSOLD SPACE

CONTRACTOR, at its own expense, may use unsold advertisement space for the purpose of increasing the sale of advertising space. Any remaining unsold space shall be made available to VTA and may be posted with VTA supplied materials.



VTA shall bear the cost of providing posters printed and ready for posting by CONTRACTOR. VTA, or designee, shall notify CONTRACTOR at least thirty (30) calendar days prior to the date on which VTA's use will begin. Should a customer of CONTRACTOR agree to pay for such space, either within this thirty (30) day notice period, or at any time after VTA commences use of the unsold space, then CONTRACTOR may remove VTA's copy from the space seven (7) calendar days after CONTRACTOR's written notification to VTA.

All such postings of unsold advertising displays shall be subject to pre-emption for paying advertisers, provided the advertisement or advertising copy does not have an outdated expiration date.

CONTRACTOR shall have the right, with VTA approval, to display, free of charge, upon any spaces not contracted for use by paid advertisers and not being used by VTA or CONTRACTOR, certain public, educational, charitable and editorial displays (public service announcements), on any shelters designated as commercial advertising space. Such displays must comply with VTA's Advertising Policy.

17. CONTRACTOR'S SALES EFFORTS

CONTRACTOR shall make a continuous full time and good faith effort to sell the greatest practical amount of advertising space.

CONTRACTOR shall maintain a sales office in the San Jose-San Francisco-Oakland metropolitan area.

18. BUS SHELTER PLACEMENT, CLOSURES AND RELOCATIONS

VTA does not guarantee that Bus Shelters covered by this Contract will be located at any specific sites for the term of this Contract. Bus Shelters may be removed and relocated due to a variety of reasons, including, but not limited to, private development, public agency projects, public convenience, transit route or stop changes, repeated vandalism to a shelter, or at the request of VTA. VTA retains sole discretion to locate, relocate or remove Bus Shelters at any time. If actions by VTA result in a decrease in the total inventory of available advertising panels by ten percent (10%) or more, then the Parties shall meet and confer in good faith to negotiate an equitable solution.

19. CHANGES IN AUTHORIZED ADVERTISING

Advertising and the grant of advertising rights described in the Contract are only incidental to VTA's transportation business, and such business may undergo changes that affect the availability of advertising rights. VTA, accordingly, shall have no liability to CONTRACTOR for any change in its transportation-related activities that may affect the level or scope of



advertising available to CONTRACTOR, including changes to: (i) its routes (ii) the number of transit vehicles it operates, (iii) overall ridership; or (iv) other business activities.

20. ADVERTISING RATES

CONTRACTOR shall establish a media kit and rate schedule and forward a copy to VTA. Any changes to the media kit or rate schedule during the course of the Contract shall be forwarded to VTA upon request.

CONTRACTOR must maintain accurate records of all revenues related to the advertising program. Monthly revenue reports shall be provided to VTA pursuant to **Section 21**, below. All other revenue records shall promptly be made available to VTA, whether requested in electronic or paper form, during regular business hours.

21. REPORTS AND STATEMENTS

A. CONTRACTOR shall submit monthly revenue reports to VTA by the 15th of the month subsequent to the month of the report. Reports shall reference the Contract and CONTRACTOR shall direct such reports to the following VTA contact, or to such other contact as VTA may from time to time direct in writing:

VTA Advertising & Sponsorships Coordinator
3331 North First Street, Building A
San Jose, CA 95134-1906
real.estate@vta.org – (408)321-5777

B. No later than 60 days after each calendar year, CONTRACTOR shall submit an annual statement to VTA containing, at minimum, a detailed breakdown of that year's advertising sales, gross and net revenue including uncollectable revenues, MAG payments to VTA, calculation of VTA's percentage of Net Advertising Revenue, and calculation of any additional amounts owed to VTA for the subject year. In the event the annual amount owed to VTA under the percentage of Net Advertising Revenue calculation exceeds the annual amount paid to VTA under the MAG, CONTRACTOR will make a payment to VTA for the difference in amounts, no later than 60 days after the end of each calendar year.

22. INDEPENDENT CONTRACTOR

CONTRACTOR shall act as an independent CONTRACTOR and not as the agent or employee of VTA. CONTRACTOR shall provide the necessary qualified personnel required to perform the Services. CONTRACTOR shall pay all salaries, wages, benefits, premiums, payroll and other taxes to or on account of CONTRACTOR's employees that arise out of, or result from, services performed pursuant to this Contract. In no event shall VTA be liable for the payment of such salaries, wages, benefits, payroll or other taxes.



23. LAWS AND REGULATIONS

CONTRACTOR shall comply with all laws, ordinances, statutes and regulations, including those adopted by VTA, applicable to performance of the Services which are in effect at the time such Services are performed. Nothing herein shall be deemed to prevent VTA from enacting additional advertising restrictions or policies on transit shelters and other VTA assets during the term of the Contract. Moreover, nothing herein shall exempt CONTRACTOR from having to comply with any such new restrictions and/or policies.

24. ASSIGNMENT AND SUBCONTRACTS

- A. CONTRACTOR shall not assign or transfer this Contract or any portion thereof without the prior written consent of VTA, which consent VTA may grant or withhold in its discretion. Additionally, CONTRACTOR shall not subcontract any part of the Services other than to those subcontractors approved in advance by VTA. Any assignment, transfer, change or subcontract in violation of this Contract shall be void. In the event a subcontractor repeatedly fails to perform its services to the satisfaction of VTA, VTA shall have the right to require CONTRACTOR to replace the subcontractor within thirty (30) calendar days after written notice from VTA.
- B. CONTRACTOR shall be fully responsible and liable for the SERVICES, products and actions of all subcontractors and suppliers of any tier, and shall include in each subcontract any provisions necessary to make all the provisions of this Contract fully effective.

25. CHANGES

The Parties may, from time to time, make changes to the Services performed under this Contract. Such changes must be approved in writing by VTA and CONTRACTOR and may include the following:

- Addition or reduction of removal and relocation services.
- Increase or decrease in frequency of shelter maintenance.
- Addition or reduction of repair services, including the frequency and type of services needed.
- Addition or reduction of installation services for Bus Shelter utilities, including electric or solar power.

If any such changes are material and cause an increase or decrease in CONTRACTOR's costs to perform the Services or in the time required for its performance, CONTRACTOR shall promptly notify VTA. CONTRACTOR shall have no requirement of capital investment as a part of this contract beyond the repairs, removals, or relocations referenced herein.

Nothing in this section 25, however, shall be deemed to limit VTA's right to increase or reduce advertising assets, including relocation or removal of Bus Shelters as further discussed in Section 18, above.

26. INDEMNITY, DEFENSE OF CLAIMS AND INSURANCE**A. Insurance**

CONTRACTOR shall adhere to the insurance requirements as set forth in **Appendix I** attached hereto.

B. Indemnity, Warranties, and Defense of Claims

- (1) CONTRACTOR shall indemnify and hold harmless VTA, its board members, officers, agents, employees, and consultants (collectively, the "Indemnitees") from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) arising out of, pertaining to, or caused by, or in any way relating to the Services, including the performance of this Contract or any subcontract hereunder, by CONTRACTOR and/or its agents, employees, or subcontractors, whether such claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) are based upon a contract, or for personal injury, death or property damage or upon any other legal or equitable theory whatsoever. Notwithstanding the foregoing, CONTRACTOR is not obliged to indemnify and/or hold harmless the Indemnitees from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) arising from the sole or active negligence or willful misconduct of VTA or its agents, servants or independent contractors who are directly responsible to VTA, or from damages for defects in designs furnished by those persons, or from or in connection with ad copy provided to CONTRACTOR by or on behalf of VTA or any VTA partner.
- (2) CONTRACTOR agrees, at its own expense, and upon written request by VTA or any individual Indemnitee, to immediately defend any suit, action, claim, or demand brought against any Indemnitee founded upon, alleging, or implicating any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, stop notices, or fees and costs (including attorneys' and experts' fees and costs) covered by CONTRACTOR's indemnity obligation set forth above in subparagraph (a) immediately above and regardless of whether CONTRACTOR and/or any of its agents, employees, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by VTA or its agents, servants or independent contractors who are directly responsible to VTA, VTA shall promptly reimburse CONTRACTOR for costs of defending the Indemnitees in such action incurred by CONTRACTOR, but only in proportion to the sole or active negligence or willful misconduct of VTA or its agents, servants or independent contractors who are directly responsible to VTA.



(3) This indemnity and defense of claims provision will survive the expiration or termination of this Contract and remain in full force and effect.

27. AUDIT AND RECORDS

- A. CONTRACTOR shall maintain, in accordance with Generally Accepted Accounting Principles, complete books, accounts, records and data with respect to actual time devoted and costs incurred for the Services. Such documentation shall be supported by properly executed payrolls, invoices, contracts and vouchers evidencing in detail the nature and propriety of any charges and sufficient to allow a proper audit of the Services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the Services shall be clearly identified and readily accessible. CONTRACTOR must keep detailed records of payments to all subcontractors, suppliers of materials, subconsultants and other businesses.
- B. For the duration of the Contract, and for a period of three (3) years thereafter, VTA, its representatives and the state auditor shall have the right to examine and audit during CONTRACTOR's normal business hours these books, accounts, records, data and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Contract.
- C. The provisions of this section shall be included in any subcontracts hereunder.

28. PROHIBITED INTERESTS

A. Solicitation

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VTA shall have the right to rescind this Contract without liability.

B. Interest of Public Officials

No Board Member, officer or employee of the VTA during his or her tenure or for two years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

C. Interest of the Contractor

CONTRACTOR covenants that it, its officers, directors or agents, presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be knowingly employed.



29. TERMINATION AND SUSPENSION

A. Termination for Convenience

VTA may, by giving at least thirty (30) business days' written notice, terminate this Contract, or suspend performance hereunder, in whole or in part at any time for convenience. CONTRACTOR shall be compensated in accordance with the terms of the Contract for the services satisfactorily performed prior to the Commencement Date and time of termination or suspension. If termination is for the convenience of VTA, VTA shall refund to the CONTRACTOR a pro rata share of the MAG payment, and VTA shall pay CONTRACTOR for any penalties or cost reimbursements CONTRACTOR must make to its advertisers. No amount shall be allowed to the CONTRACTOR for CONTRACTOR's overhead, anticipated profits or claimed lost profits, or other possible claims.

B. Termination for Cause

(1) **Contractor default:** In the event of any failure by CONTRACTOR to perform any obligation hereunder, VTA, by written notice given to CONTRACTOR, may declare default in CONTRACTOR's performance hereunder, specifying with particularity the basis for such default. CONTRACTOR shall deliver a response thereto in writing to VTA within five (5) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If CONTRACTOR fails to deliver the foregoing response on time or fails to cure the default within thirty (30) business days after receipt of the notice (or within such additional time the Parties may agree upon in writing), VTA may elect to terminate this Contract for cause by serving written notice thereof to CONTRACTOR.

If, after termination for failure to fulfill obligations under this Contract, it is determined that the CONTRACTOR was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of VTA.

(2) **VTA Default:** In the event of any failure by VTA to perform any material obligation hereunder, CONTRACTOR, by written notice given to VTA, may declare default in VTA's obligations under this Agreement, specifying with particularity the basis for such default. If VTA fails to cure the default within sixty (60) business days after receipt of the notice (or within such additional time the Parties may agree upon in writing), CONTRACTOR may elect to terminate this Contract for cause by serving written notice thereof to CONTRACTOR.

C. Completion of Services

In the event of such termination for cause, VTA shall be relieved of any obligation of further payment to CONTRACTOR and may complete the remainder of the SERVICES by itself or using an alternative, third-party contractor. The additional cost to VTA for completing the SERVICES shall be deducted from any sum due the CONTRACTOR and the balance, if any, shall be paid to the CONTRACTOR upon demand. The foregoing shall be in addition to any other legal or equitable remedies available to VTA.



D. Contractor Actions after Termination or Expiration of the Contract

Immediately upon termination of this Contract by VTA for any reason, as of the date set in the notice of termination, or upon expiration of the Contract term, the CONTRACTOR shall incur no further obligations in connection with the terminated or expired Contract, and the CONTRACTOR will stop performance of this Contract. In addition, the CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated or expired Contract. Upon expiration or termination of the Contract, CONTRACTOR shall assign to CONTRACTOR’s successor any then-effective advertising contract and VTA will cause all such assigned advertising contracts to be performed by such successor with such successor required to pay CONTRACTOR fifteen percent (15%) of the gross revenues collected therefrom for the period of three (3) months following such assignment.

30. AUTHORIZED REPRESENTATIVES, NOTICES AND POINTS OF CONTACT

The Authorized Representatives identified below, or assigned designees, have authority to amend and authorize changes to the Services, including renegotiation of the MAG, as set forth herein.

A. Authorized Representatives

VTA:

Ron Golem or his successor
Deputy Director, Real Estate & Joint Development
3331 North First Street, Building A
San Jose, CA 95134-1906
ron.golem@vta.org – (408) 321-5791

CONTRACTOR:

Bruce Qualls
Vice President, Real Estate and Public Affairs
Clear Channel Outdoor, Inc.
555 12th Street, Suite 950
Oakland, CA 94607
BruceQualls@clearchannel.com – (510) 446-7215

B. Notices

Notices shall be in writing and addressed to the Authorized Representatives at the address set forth above.

C. Points of Contact

The points of contact listed below are authorized to communicate regarding Contract matters, except in the case where correspondence regarding legal notices must be



addressed to the Authorized Representatives. Either party may from time to time identify a different contact in writing for the purposes of this subsection.

VTA:

VTA Advertising & Sponsorships Coordinator
3331 North First Street, Building A
San Jose, CA 95134-1906
real.estate@vta.org – (408)321-5777

CONTRACTOR:

Bruce Qualls
Vice President, Real Estate and Public Affairs
Clear Channel Outdoor, Inc.
555 12th Street, Suite 950
Oakland, CA 94607
BruceQualls@clearchannel.com – (510) 446-7215

D. Written Notification

Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative or point of contact stated above.

31. VTA'S RIGHT TO CARRY OUT THE CONTRACT

If the CONTRACTOR fails or refuses to carry out all or any part of this Contract in accordance with the requirements hereof and fails or refuses to correct such deficiency within ten (10) business days of receipt of written notice thereof from VTA, VTA, in its sole discretion and without waiving any other rights it may have, may elect to correct such deficiencies and charge the CONTRACTOR the cost of such corrections. Nothing in this clause shall relieve the CONTRACTOR of its obligation to execute the remainder of the Contract.

32. PATENTS AND TRADEMARKS

CONTRACTOR agrees to save and hold the VTA and its Board of Directors, officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of CONTRACTOR or connected with this Contract.

33. LETTER OF CREDIT

Within five (5) business days after the Effective Date of this Contract, CONTRACTOR shall establish, and throughout the term of this Contract shall maintain, with a national or



California bank having at least one branch office within Santa Clara County, a confirmed irrevocable letter of credit ("LOC") in favor of VTA in the amount of eight hundred and five thousand dollars (\$805,000). The original copy of the LOC shall be delivered to VTA prior to the foregoing deadline. Said LOC shall have an original term of one year, with automatic extensions of the full amount through the term of the Agreement, including any extensions of the Agreement term. The LOC shall provide that payment of the entire face amount of the LOC or any portion thereof, shall be made to VTA upon presentation of a written demand to the bank signed by the Chief Financial Officer (or authorized delegate) on behalf of VTA. The LOC shall not be guaranteed, secured or in any way connected or related to any of the entities in the Bankruptcy Case (as defined in Section 34, below), or any assets thereof.

The LOC shall serve to guarantee faithful performance by CONTRACTOR of all terms, covenants and conditions of this Contract, including all monetary obligations herein. If CONTRACTOR defaults, with respect to any material provision of this Contract, VTA may, but shall not be required to, make its demand under the LOC for all or any portion thereof to compensate VTA for any loss or damage which VTA may have incurred due to CONTRACTOR's default. VTA shall present its written demand to the bank for payment under the LOC only after VTA has provided a written demand for payment from CONTRACTOR, and five (5) business days have elapsed without CONTRACTOR having made payment to VTA. VTA is not required to terminate this Contract in order to draw upon the LOC. If any portion of the LOC credit is used, CONTRACTOR shall within ten (10) business days after written demand thereof, reinstate the LOC to its original amount, and CONTRACTOR's failure to do so shall be a material breach of the Contract.

The LOC shall provide for sixty (60) days' notice by the bank to VTA in the event of a non-extension. In the event of any non-extension of the LOC, CONTRACTOR shall replace the LOC at least twenty-one (21) days prior to the expiration, and if CONTRACTOR fails to do so, VTA shall be entitled to present its written demand for payment of the entire face amount of the LOC.

34. BANKRUPTCY

CONTRACTOR represents and warrants that, notwithstanding the pending Chapter 11 bankruptcy case of iHeartMedia, Inc., Case No. 18-31274 (referred to with all associated bankruptcy cases as the "Bankruptcy Case") in the U.S. Bankruptcy Court for the Southern District of Texas ("Bankruptcy Court"), CONTRACTOR is not itself under the jurisdiction of the Bankruptcy Court in the Bankruptcy Case. CONTRACTOR also represents and warrants that it is free to conduct business without any approval of or oversight by the Bankruptcy Court in the Bankruptcy Case, and the Bankruptcy Court does not need to approve this Contract for it to be fully effective and binding.

If at any time during the term of this Contract, an Event of Bankruptcy (as defined below) relating to CONTRACTOR occurs, VTA shall have, in addition to all other legal and equitable rights and remedies available, the option to do any or all of the following, to the full extent



allowed by 11 U.S.C. §101, et seq. and any other applicable non-bankruptcy law: (a) terminate this Contract upon thirty (30) days' written notice to CONTRACTOR; (b) present a written demand for payment of the entire face amount of the LOC; and /or (c) demand satisfactory assurances from CONTRACTOR guaranteeing CONTRACTOR's ability to fulfill the terms of this Contract. However, if VTA does not elect to terminate this Contract upon the occurrence of an Event of Bankruptcy, except as may otherwise be agreed with the trustee or receiver appointed to manage the affairs of CONTRACTOR, CONTRACTOR shall continue to make all payments required of it under this Contract as if the Event of Bankruptcy had not occurred. Should VTA terminate this Contract due to an Event of Bankruptcy, Contractor or its successor-in-interest by operation of law or otherwise shall have no rights in or to the Contract.

Notice Requirement. Further, upon the occurrence of an Event of Bankruptcy, the CONTRACTOR agrees to furnish, by certified mail, written notification of the Event of Bankruptcy to VTA's Authorized Representative (as identified in Section 30). The notification shall be furnished within five (5) business days of the occurrence of an Event of Bankruptcy. The notification shall include the date on which the Event of Bankruptcy occurred and detailed information regarding the Event of Bankruptcy such that VTA may determine the proper course of action.

The term "Event of Bankruptcy" means any one of the following, whether voluntary or involuntary:

- (a) filing, in any court or agency pursuant to any statute or regulation of any state or country, (i) a petition in bankruptcy or insolvency, (ii) for reorganization or (iii) for the appointment of (or for an arrangement for the appointment of) a receiver or trustee of CONTRACTOR or of its assets;
- (b) proposing or being a party to any dissolution or liquidation when insolvent;
- (c) making an assignment for the benefit of creditors;
- (d) CONTRACTOR's inclusion in the Bankruptcy Case; or
- (e) the Bankruptcy Court's exercise of jurisdiction over CONTRACTOR.

In addition, "Event of Bankruptcy" includes being served with an involuntary petition filed in any insolvency proceeding, which such petition is not dismissed within sixty (60) days after the filing thereof.

35. GENERAL PROVISIONS

A. Ownership of Data

All drawings, specifications, reports and other data developed by CONTRACTOR, its assigned employees or subcontractors pursuant to this Contract shall become the



property of VTA as prepared, whether delivered to VTA or not. Unless otherwise provided herein, all such data shall be delivered to VTA or its designee upon completion of the Contract or at such other times as VTA or its designee may request. Advertising copy not provided by VTA shall be excluded from the data that will become the property of VTA.

B. Nondiscrimination

During performance of this Contract, CONTRACTOR, its employees and subcontractors shall not unlawfully discriminate, harass or allow harassment against any person because of race, religious creed, color, sex, gender, gender identity, gender expression, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), genetic information, marital status, age (over 40), sexual orientation or military and veteran status. In addition, CONTRACTOR and subcontractors shall not unlawfully deny any of their employees family care leave. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.

C. Confidentiality and Publicity

Without the written consent of VTA, CONTRACTOR shall not disclose to third parties other than its employees or authorized subcontractors, or disclose or use for any purpose other than the performance of the Services, any information provided to CONTRACTOR by VTA in connection with the performance of this Contract, or any information developed or obtained by CONTRACTOR in the performance of the Services, unless:

- (1) The information is known to CONTRACTOR prior to obtaining same from VTA or performing Services;
- (2) The information is at the time of disclosure by CONTRACTOR then in the public domain; or
- (3) The information is obtained by or from a third party who did not receive it, directly or indirectly, from VTA and who has no obligation of confidentiality with respect thereto.

D. Nonwaiver

Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein by law or its failure to properly notify CONTRACTOR in the event of breach or its acceptance of or payment for any Services hereunder shall not release CONTRACTOR from its representations or obligations set forth this Contract (including any appendices hereto) and shall not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.



E. Severability

If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.

F. Entire Contract

This Contract constitutes the entire agreement between the parties related to the subject matter set forth herein, and supersedes all understandings, offers, negotiations and other Contracts concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Contract must be in writing and executed by both parties.

G. Amendment

Except as expressly provided herein, the provisions of this Contract shall not be altered, modified or amended except through the execution of a written amendment executed by VTA and CONTRACTOR.

H. Compliance with Applicable Law

CONTRACTOR and its subcontractors, shall comply with all applicable requirements of state, federal and local law in the performance of the Services. The provision of this paragraph shall be included in any subcontracts hereunder.

I. Documents and Written Reports

In accordance with Government Code § 7550(a), any document or written report prepared, in whole or in part, by nonemployees of the VTA, shall contain the numbers and dollar amounts of all Contracts and subcontracts relating to the preparation of the document or written report, if the total cost for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

J. Incorporation of Appendices

All appendices referenced in this Contract are incorporated herein by this reference.

K. Interpretation

The parties hereto acknowledge and agree that, although this Contract has been drafted by VTA's legal counsel, CONTRACTOR has had an opportunity to review and negotiate the terms hereof as well as consult with CONTRACTOR's own legal counsel regarding the meaning of its terms. Consequently, the doctrine that ambiguities in a contract should be resolved against the drafting party shall not be employed in connection with this Contract and this Contract shall be interpreted in accordance with its fair meaning.



L. Successors and Assigns

This Contract shall be binding on and inure to the benefit of the permitted successors and assignees of the respective parties.

M. Governing Law

This Contract shall be governed by the laws of the State of California and be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

N. Counterparts

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

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth below:

VTA:

CONTRACTOR:

DocuSigned by:
By: Nuria I. Fernandez
E4CE93FA2C8C410...
Nuria I. Fernandez, General Manager/CEO
Santa Clara Valley Transportation Authority

By: [Signature]
Printed Name: Bryan Parker
Title: EVP, Real Estate & Public Affairs
Clear Channel Outdoor, Inc.

Date: 8/1/2018

Date: July 26, 2018

APPROVED AS TO FORM

DocuSigned by:
By: [Signature]
E97ED245320343...
Victor Pappalardo
Senior Assistant Counsel



AMENDMENT NO. 1
TO CONTRACT BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CLEAR CHANNEL OUTDOOR, LLC
FOR
BUS SHELTER ADVERTISING PROGRAM

CONTRACT NO. S20083

This Amendment No. 1 (“First Amendment”) to the Contract between the Santa Clara Valley Transportation Authority (“VTA”) and Clear Channel Outdoor, LLC (“CONTRACTOR”) is agreed to as follows:

WHEREAS, VTA and CONTRACTOR are parties to the Contract; whereby VTA is compensated through CONTRACTOR’S performance of maintenance and repair service to VTA bus shelters and revenue generated by CONTRACTOR from the sale of advertisements on VTA properties;

WHEREAS, VTA and CONTRACTOR recognize the substantial financial impacts of the COVID-19 pandemic on the outdoor advertising industry due, in part, to local and national shelter-at-home public health orders;

WHEREAS, VTA has been satisfied with and relies upon CONTRACTOR’S ability to perform maintenance related Services of Contract, VTA now desires to amend the Contract to enable CONTRACTOR to maintain its viability to VTA until economic conditions improve via a Minimum Annual Guarantee Waiver Period (“MAG Waiver Period”).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the Parties hereto do hereby agree as follows:

1. Paragraph 4A(1) **MAG Payment** is hereby amended to include a MAG Waiver Period at Paragraph 4(A)(1)(i) and is stated as follows:

(i) MAG Waiver Period

“VTA will provide CONTRACTOR a three (3) month MAG Waiver Period from May 1, 2020 to July 31, 2020. The MAG Waiver Period will reduce the MAG Payment paid by CONTRACTOR for Contract year 2020 to \$603,750.00. During the MAG Waiver Period, CONTRACTOR will continue to perform the Services required under this Contract.”

2. Paragraph 4A(2) **MAG Payment** is hereby amended to include a MAG Waiver Period Revenue Share at Paragraph 4(A)(2)(i) and is stated as follows:

4A(2)(i) MAG Waiver Period Revenue Share

“The MAG Waiver Period will reduce the MAG Payment to VTA in 2020, however CONTRACTOR will still consider \$805,000.00 as the 2020 MAG Payment to calculate if VTA is eligible for Revenue Share that year. During the MAG Waiver Period, CONTRACTOR will not be



required to pay to VTA any portion of Net Advertising Revenue collected during the MAG Waiver Period provided that CONTRACTOR continues to perform the Services under the Contract.

2. Any exhibits or attachments referenced in, and/or attached to this First Amendment are incorporated into the Contract by this reference.
3. Unless specifically defined herein, the capitalized terms used in this First Amendment shall have the meanings as defined in the Contract.
4. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect. All references to the Contract in this First Amendment shall refer to the Contract as amended (including this First Amendment) unless otherwise specifically set forth or otherwise indicated by context.
5. In the event of any conflict between the provisions of this First Amendment and the provisions of the Contract, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all of the terms and provisions of the Contract are hereby amended to the extent necessary to give effect to the purpose and intent of this First Amendment.
6. If any provision of the Contract, as amended by this First Amendment, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.



In witness whereof, VTA and CONTRACTOR have executed this First Amendment as the last date set forth below.

**Santa Clara Valley
Transportation Authority**

Clear Channel Outdoor, LLC

DocuSigned by:
Nuria I. Fernandez
817185A904514F3...

Bob Schmitt
Bob Schmitt (May 8, 2020)

Nuria I. Fernandez
General Manager/CEO

Robert Schmitt
Regional President

5/18/2020

May 8, 2020

Date

Date

Approved as to Form

DocuSigned by:
Uzma Saeed
A5F572A37B0E400...

Uzma Saeed
Assistant Counsel



APPENDICES TO CONTRACT FOR SERVICES

- Appendix A: Inventory of Bus Shelters
- Appendix B: Request for Proposals: Bus Shelter Advertising Program
- Appendix C: High Frequency Maintenance Bus Shelters
- Appendix D: Stormwater Pollution and Prevention Practices
- Appendix E: VTA Bus Stop Placement, Closures and Relocation Policy
- Appendix F: Bus Shelter Advertising Industry Specifications
- Appendix G: VTA Advertising Policy
- Appendix H: VTA Advertising Partners
- Appendix I: Indemnity and Insurance Requirements
- Appendix J: Bill of Sale



APPENDIX A: INVENTORY OF BUS SHELTERS

The following is a list of VTA bus shelters. VTA may update this list without amendment to the Contract.

CONTRACTOR-constructed Bus Shelters

- | | |
|---------------------------------------|--|
| 1. S BASCOM FS CAMPBELL | 43. S TURNER NS RENOVA |
| 2. N BASCOM NS FEWTRELL | 44. W BOLLINGER FS BLANEY |
| 3. N BASCOM FS CAMPISI | 45. S DE ANZA FS MCCLELLAN |
| 4. S BASCOM NS CAMPISI | 46. N DE ANZA FS STEVENS CREEK |
| 5. S BASCOM OP FEWTRELL | 47. N FOOTHILL FS CUPERTINO |
| 6. W CAMPBELL FS BASCOM | 48. S MILLER NS RICHWOOD |
| 7. E CAMPBELL NS KIM LOUISE | 49. S STELLING FS HOMESTEAD |
| 8. E CAMPBELL FS WINCHESTER | 50. S STELLING FS STEVENS CREEK |
| 9. W CAMPBELL FS WINCHESTER | 51. S STELLING MD STEVENS CREEK – 2 |
| 10. W CIVC CENTER OP CENTRAL | 52. E STEVENS CREEK OP MARY – 2 |
| 11. E HAMILTON MD BASCOM | 53. N STELLING FS STEVENS CREEK |
| 12. E HAMILTON NS ESTHER | 54. E STEVENS CREEK OP BANDLEY |
| 13. W HAMILTON FS WINCHESTER | 55. E STEVENS CREEK FS FINCH |
| 14. E ORCHARD CITY OP CENTRAL | 56. W STEVENS CREEK FS FINCH |
| 15. N SAN TOMAS FS CAMPBELL | 57. E STEVENS CREEK OP MARY |
| 16. N SAN TOMAS FS HAMILTON | 58. W STEVENS CREEK NS MARY |
| 17. N WINCHESTER OP BUDD | 59. E STEVENS CREEK FS MILLER – 2 |
| 18. N WINCHESTER FS CAMPBELL | 60. W STEVENS CREEK MD SAICH |
| 19. S WINCHESTER NS CAMPBELL | 61. E STEVENS CREEK FS STELLING |
| 20. N WINCHESTER NS HAMILTON | 62. W STEVENS CREEK FS STELLING |
| 21. S WINCHESTER MD HAMILTON | 63. W STEVENS CREEK FS TANTAU |
| 22. N WINCHESTER AT TRANSIT CENTER | 64. W STEVENS CREEK FS WOLFE |
| 23. N WINCHESTER AT TRANSIT CENTER | 65. N WOLFE FS STEVENS CREEK |
| 24. N ALMADEN FS VIA VALIENTE | 66. W 6TH FS HANNA |
| 25. S BASCOM FS MOORPARK | 67. E 6TH NS HANNA |
| 26. S BASCOM FS RENOVA | 68. E 6TH FS ROSANNA |
| 27. W CAPITOL FS MCLAUGHLIN | 69. S ARROYO CIRCLE FS ARROYO CT |
| 28. W CAPITOL OP VISTAPARK | 70. S CAMINO ARROYO AT VALLEY HEALTH CENTER (OP) |
| 29. E EL CAMINO REAL FS MATHILDA | 71. E GAVILAN COLLEGE PARKING LOT AT GAVILAN COLLEGE |
| 30. N GINGER FS MIDDLE | 72. N MONTEREY OP 1ST |
| 31. S LAWRENCE EXPWY FS TASMAN | 73. N MONTEREY OP 3RD |
| 32. W MIDDLE FS TURNER | 74. N MONTEREY OP HOWSON |
| 33. S MONTEREY FS HIGHLAND | 75. N MONTEREY MD LEAVESLEY |
| 34. N MONTEREY OP HIGHLAND | 76. N No NAME UNO ROAD AT ST. LOUISE REGIONAL HOSPITAL |
| 35. S MONTEREY FS SAN MARTIN | 77. N SAN YSIDRO FS LEAVESLEY |
| 36. N MONTEREY FS SAN MARTIN | 78. S SAN YSIDRO NS LEAVESLEY |
| 37. W RENOVA AT VALLEY MEDICAL CENTER | 79. E EL CAMINO REAL FS DISTEL |
| 38. E STORY FS LUCRETIA | 80. E EL CAMINO REAL FS LOS ALTOS |
| 39. E STORY FS MCLAUGHLIN | 81. E EL CAMINO REAL OP RENGSTORFF |
| 40. N THORNTON NS EMPEY | 82. E EL CAMINO REAL FS SAN ANTONIO |
| 41. E TULLY AT FAIRGROUNDS | 83. N SAN ANTONIO FS ALMOND |
| 42. W TULLY NS MONTEREY | 84. S SAN ANTONIO FS EL CAMINO REAL |



- 85. N SAN ANTONIO FS HILLVIEW
- 86. W KNOWLES MD CAPRI
- 87. W KNOWLES MD DARDENELLI
- 88. N LOS GATOS OP LEROY
- 89. S LOS GATOS MD GARDEN
- 90. E MAIN FS PAGEANT
- 91. N POLLARD AT EL CAMINO-LG HOSPITAL
- 92. N SANTA CRUZ MD LOS GATOS-SARATOGA
- 93. N SANTA CRUZ NS MAIN
- 94. N SANTA CRUZ FS ROBERTS
- 95. N UNIVERSITY NS MULLEN
- 96. N UNIVERSITY OP ROYCE
- 97. N ABEL OP PENITENCIA
- 98. N ALDER FS TASMAN
- 99. E CALAVERAS MD HILLVIEW
- 100. W CALAVERAS MD PARK VICTORIA
- 101. E DEMPSEY NS PARK VICTORIA
- 102. W DIXON MD ARIZONA
- 103. W GREAT MALL FS MONTAGUE
- 104. W JACKLIN FS ESCUELA
- 105. W JACKLIN FS HILLVIEW
- 106. E JACKLIN NS HILLVIEW
- 107. E JACKLIN FS JACKLIN PL
- 108. S MAIN FS CEDAR
- 109. S MAIN NS CURTIS
- 110. S MAIN NS SERRA
- 111. S MAIN NS WELLER
- 112. S MILPITAS FS DIXON
- 113. N MILPITAS FS DIXON
- 114. S PARK VICTORIA FS AYER
- 115. N PARK VICTORIA OP AYER
- 116. S PARK VICTORIA FS KENNEDY
- 117. N PARK VICTORIA FS LANDESS
- 118. W TASMAN FS ALDER
- 119. E TASMAN FS ALDER
- 120. E WASHINGTON NS ARIZONA
- 121. W WELLER FS MAIN
- 122. W COCHRANE FS DE PAUL
- 123. W MAIN OP GRAND PRIX
- 124. W MAIN AT PARK AND RIDE
- 125. W MAIN AT PARK AND RIDE
- 126. N MONTEREY FS DUNNE
- 127. S MONTEREY FS DUNNE
- 128. N MONTEREY FS TENNANT
- 129. W MORGAN HILL (TC) AT TRANSIT LOOP
- 130. E CALIFORNIA NS BRYANT
- 131. E CALIFORNIA OP PACHETTI
- 132. E CALIFORNIA FS RENGSTORFF
- 133. S CASTRO NS CALIFORNIA
- 134. N CASTRO NS EL CAMINO REAL
- 135. S CASTRO FS EL CAMINO REAL
- 136. N CASTRO FS EVELYN
- 137. S CASTRO NS HIGH SCHOOL WAY
- 138. S CASTRO FS MERCY
- 139. S CASTRO NS VILLA
- 140. E EL CAMINO REAL FS CASTRO
- 141. W EL CAMINO REAL FS CASTRO
- 142. E EL CAMINO REAL FS CLARK
- 143. E EL CAMINO REAL FS EL MONTE
- 144. W EL CAMINO REAL FS ESCUELA
- 145. W EL CAMINO REAL FS MTN. VIEW-ALVISO RD
- 146. W EL CAMINO REAL FS ORTEGA
- 147. W EL CAMINO REAL FS RENGSTORFF
- 148. W EL CAMINO REAL FS SAN ANTONIO
- 149. W EL CAMINO REAL FS SHORELINE
- 150. W EL CAMINO REAL FS SHOWERS
- 151. W EL CAMINO REAL NS SYLVAN
- 152. E EL CAMINO REAL OP YUBA
- 153. E EL CAMINO REAL FS AMERICNA
- 154. S MOFFETT FS JACKSON
- 155. S RENGSTORFF FS MIDDLEFIELD
- 156. N SAN ANTONIO FS EL CAMINO REAL
- 157. S SHOWERS OP LATHAM
- 158. N SHOWERS FS LATHAM
- 159. N ARASTRADERO OP GUNN HIGH SCHOOL
- 160. W ARBORETUM NS SAND HILL
- 161. N CALIFORNIA OP OBERLIN
- 162. N DEER CREEK FS ARASTRADERO
- 163. E EL CAMINO REAL FS CALIFORNIA
- 164. E EL CAMINO REAL FS HANSEN
- 165. E EL CAMINO REAL FS PAGE MILL
- 166. S EL CAMINO REAL MD PALM
- 167. N EL CAMINO REAL NS WELLS
- 168. S EL CAMINO REAL FS STANFORD SHOPPING DWY - 2
- 169. N HAMILTON FS RAMONA
- 170. W HANOVER FS CURVE
- 171. S HANOVER MD CURVE
- 172. E HANOVER NS CURVE
- 173. E HANOVER FS PAGE MILL
- 174. N HANSEN MD CURVE
- 175. W HANSEN NS PAGE MILL
- 176. E HANSEN FS PAGE MILL
- 177. E HANSEN MD PAGE MILL
- 178. N HILLVIEW MD ARASTRADERO
- 179. E HILLVIEW FS PORTER
- 180. N HILLVIEW AT WATKINS-JOHNSON
- 181. S HOSPITAL DRIVE NS P.A. VETERANS HOSPITAL
- 182. E MIDDLEFIELD FS COLORADO
- 183. S PAGE MILL FS EL CAMINO REAL



- 184. N PAGE MILL FS HANOVER
- 185. S PAGE MILL FS RAMOS
- 186. N SAND HILL AT STANFORD SHOPPING CENTER
- 187. E WAVERLY FS HAMILTON
- 188. N 13TH FS SANTA CLARA
- 189. N 1ST FS ALMA
- 190. S 1ST NS GOODYEAR
- 191. N 1ST NS KEYES
- 192. N 1ST FS MARTHA
- 193. S 1ST NS METRO
- 194. S 1ST NS MISSION
- 195. N 1ST FS MISSION
- 196. S 1ST FS RIVER OAKS
- 197. N 1ST MD SAN SALVADOR
- 198. N 1ST MD SAN FERNANDO
- 199. N 1ST FS TASMAN
- 200. N 1ST FS VIRGINIA
- 201. S 2ND FS BASSETT
- 202. S 2ND FS SAN CARLOS
- 203. S 2ND MD SANTA CLARA
- 204. S 2ND FS WILLIAM
- 205. S 7TH FS SANTA CLARA
- 206. E ALMA FS POMONA
- 207. N ALMADEN NS BLOSSOM HILL
- 208. S ALMADEN FS BLOSSOM HILL
- 209. N ALMADEN FS BRANHAM
- 210. S ALMADEN FS BRANHAM
- 211. N ALMADEN FS CAMDEN
- 212. S ALMADEN FS CAMDEN
- 213. S ALMADEN FS CHERRY
- 214. N ALMADEN FS CHYNOWETH
- 215. N ALMADEN FS COLEMAN
- 216. N ALMADEN NS FOXCHASE
- 217. N ALMADEN NS FOXWORTHY
- 218. S ALMADEN FS FOXWORTHY
- 219. N ALMADEN FS VIA MONTE
- 220. N ALMADEN STATION AT TRANSIT LOOP
- 221. N ALMADEN STATION AT TRANSIT LOOP
- 222. W ALUM ROCK NS 33RD
- 223. W ALUM ROCK FS 34TH
- 224. W ALUM ROCK NS ALEXANDER
- 225. E ALUM ROCK FS CAPITOL
- 226. W ALUM ROCK FS CAPITOL
- 227. E ALUM ROCK FS JACKSON
- 228. W ALUM ROCK NS JACKSON
- 229. E ALUM ROCK OP JOSE FIGUERES
- 230. W ALUM ROCK NS JOSE FIGUERES
- 231. W ALUM ROCK FS KING
- 232. E ALUM ROCK FS KING
- 233. E ALUM ROCK NS MCCREERY
- 234. W ALUM ROCK NS MCCREERY
- 235. W ALUM ROCK NS SUNSET
- 236. E ALUM ROCK NS WHITE
- 237. W ALUM ROCK FS WHITE
- 238. S ALUM ROCK LIGHTRAIL AT TRANSIT LOOP
- 239. S ALUM ROCK LIGHTRAIL AT TRANSIT LOOP
- 240. S ALUM ROCK (LIGHT RAIL STATION) AT TRANSIT LOOP
- 241. S ALUM ROCK (LIGHT RAIL STATION) AT TRANSIT LOOP
- 242. S ALUM ROCK (LIGHT RAIL STATION) AT TRANSIT LOOP
- 243. S ALUM ROCK (LIGHT RAIL STATION) AT TRANSIT LOOP
- 244. N AUTUMN FS PARK
- 245. N BASCOM FS CAMDEN
- 246. N BASCOM NS ELDEN
- 247. N BASCOM FS FRUITDALE
- 248. N BASCOM FS RENOVA
- 249. S BASCOM FS STEVENS CREEK
- 250. W BERRYESSA NS SIERRA - FLEA MARKET
- 251. E BERRYESSA AT FLEA MARKET - 2
- 252. W BERRYESSA FS FLICKINGER
- 253. S BIRD FS SAN CARLOS
- 254. N BIRD FS VIRGINIA
- 255. E BLOSSOM HILL FS CAMDEN
- 256. E BLOSSOM HILL NS HILLVIEW
- 257. W BLOSSOM HILL NS LEAN
- 258. W BLOSSOM HILL NS MERIDIAN
- 259. E BLOSSOM HILL FS PLAZA
- 260. E BLOSSOM HILL FS SANTA TERESA
- 261. E BLOSSOM HILL FS SNELL
- 262. W BLOSSOM HILL NS SNELL
- 263. E BLOSSOM HILL FS WINFIELD
- 264. W BLOSSOM HILL AT BLOSSOM HILL STATION
- 265. W BLOSSOM HILL AT BLOSSOM HILL STATION
- 266. E BOLLINGER MD MILLER
- 267. N CAMDEN NS HIGHWAY 85
- 268. E CAMPBELL FS SARATOGA
- 269. W CAMPBELL NS SARATOGA
- 270. S CAPITOL FS ALUM ROCK
- 271. S CAPITOL FS BERRYESSA
- 272. W CAPITOL FS COPPERFIELD
- 273. E CAPITOL FS MCLAUGHLIN
- 274. E CAPITOL FS SENTER
- 275. N CAPITOL FS SILVER CREEK
- 276. E CAPITOL FS SNELL
- 277. W CAPITOL FS SNELL
- 278. W CAPITOL STATION AT TRANSIT LOOP
- 279. W CAPITOL STATION AT TRANSIT LOOP
- 280. N COTTLE AT PARK & RIDE LOT



281. S COTTLE FS BESWICK
 282. N COTTLE NS GREAT OAKS
 283. N COTTLE NS RALEIGH
 284. N COTTLE FS SANTA TERESA
 285. W CURTNER FS COTTLE
 286. E CURTNER FS LINCOLN
 287. W CURTNER NS RADIO
 288. E CURTNER FS MERIDIAN
 289. W CURTNER FS THE PLANT (AT)
 290. N CANOAS GARDEN AT MILL POND
 291. N CANOAS GARDEN AT MILL POND
 292. N DE ANZA FS BLUEHILL
 293. S EVERGREEN VALLEY COLLEGE AT COLLEGE – 2
 294. E FORD FS MONTEREY
 295. E FOREST FS DI SALVO
 296. W FOREST AT O'CONNER HOSPITAL
 297. E FRUITDALE FS BASCOM
 298. E FRUITDALE NS LEIGH
 299. E FRUITDALE FS SOUTHWEST EXPWY
 300. W FRUITDALE NS SOUTHWEST EXPWY
 301. W SAMARITAN AT GOOD SAMARITAN HOSPITAL
 302. W GOODYEAR FS 1ST
 303. E HAMILTON FS MERIDIAN
 304. W HAMILTON OP SAGEMONT
 305. W HEDDING OP 11TH
 306. W HEDDING FS 8TH
 307. E HEDDING FS SAN PEDRO
 308. W HEDDING FS SAN PEDRO
 309. W HOSTETTER FS CAPITOL
 310. S CAPITOL OP LONGFORD
 311. S CAPITOL OP LONGFORD
 312. W INTERNATIONAL CIRCLE AT BLDG 2
 313. N JACKSON FS ALUM ROCK
 314. S JACKSON FS ALUM ROCK
 315. S JACKSON OP ALEXIAN
 316. N JACKSON FS MAMMOTH
 317. N JACKSON FS MCKEE
 318. S JACKSON NS MKCEE
 319. N JACKSON FS STORY
 320. S JACKSON NS STORY
 321. E KEYES FS 12TH
 322. W KEYES NS 12TH
 323. E KEYES NS 2ND
 324. S KIELY FS STEVENS CREEK
 325. S KING FS ALUM ROCK
 326. S KING MD BERRYESSA
 327. S KING FS HERMOCILLA
 328. S KING FS LAS PLUMAS
 329. S KING FS MCKEE
 330. N KING OP SHORTRIDGE
 331. S KING FS STORY
 332. N KING NS STORY
 333. N KING FS TULLY
 334. W KNOWLES FS CAPRI
 335. W KNOWLES NS DARNELLI
 336. N LAWRENCE EXPWY FS MOORPARK
 337. S LEIGH FS LOS GATOS-ALMADEN
 338. N LEIGH FS STOKES
 339. S LIBERTY NS TAYLOR
 340. S LINCOLN OP COE
 341. N LINCOLN NS CURTNER
 342. N LINCOLN FS LINCOLN
 343. S LINCOLN FS LINCOLN
 344. N LINCOLN FS MALONE
 345. S LINCOLN FS PASCOE
 346. N LINCOLN FS WILLOW
 347. W LOS GATOS-ALMADEN FS LEIGH
 348. E LOS GATOS-ALMADEN FS UNION
 349. W MCKEE FS HWY 680
 350. E MCKEE FS KING
 351. W MCKEE NS KING
 352. W MCKEE FS LUDLOW
 353. W MCKEE FS WHITE
 354. S MCLAUGHLIN NS CAPITOL
 355. N MCLAUGHLIN FS STORY
 356. N MCLAUGHLIN FS TULLY
 357. N MERIDIAN FS BLOSSOM HILL
 358. N MERIDIAN NS CURTNER
 359. S MERIDIAN NS CURTNER
 360. N MERIDIAN FS FOXWORTHY
 361. S MERIDIAN FS FOXWORTHY
 362. N MERIDIAN NS HARMON
 363. S MERIDIAN NS HILLSDALE
 364. N MERIDIAN NS KOOSER
 365. S MERIDIAN NS PARKMOOR
 366. N MILLER NS BOLLINGER
 367. S MONTEREY FS CHYNOWETH
 368. S MONTEREY NS CURTNER
 369. N MONTEREY FS FEHREN
 370. N MONTEREY FS PHELAN
 371. N MONTEREY NS ROEDER
 372. N MONTEREY FS ROEDER
 373. S MONTEREY OP SENTER
 374. N MONTEREY FS SENTER
 375. N MONTEREY FS TULLY
 376. S MORRILL FS LANDESS
 377. N MURILLO MD CHABOYA
 378. E NAGLEE FS PARK
 379. E NAGLEE NS THE ALAMEDA
 380. W NAGLEE FS THE ALAMEDA



381. N OAKLAND OP BERGER
 382. S OAKLAND FS BROKAW
 383. S OAKLAND FS CHARLES
 384. S OAKLAND AT COUNTY SERVICES CTR
 385. S OAKLAND MD GISH
 386. S OAKLAND FS MONTAGUE
 387. N OHLONE-CHYNOWETH STATION AT TRANSIT LOOP
 388. W PARK MD NAGLEE
 389. N CAPITOL AT GILCHRIST
 390. N CAPITOL AT GILCHRIST
 391. N CAPITOL AT GILCHRIST
 392. N CAPITOL AT GILCHRIST
 393. S PIEDMONT NS SIERRA
 394. W POUGHKEEPSIE MD COTTLE
 395. W PROSPECT MD SARATOGA
 396. W QUIMBY FS WHITE
 397. S RACE FS SAN CARLOS
 398. S RACE NS YOSEMITE
 399. E RIVER OAKS FS 1ST
 400. E SAMARITAN OP GOOD SAMARITAN HOSPITAL
 401. W SAMARITAN MD SAIDEL
 402. E SAMARITAN NS WINTON
 403. W SAN CARLOS NS MONTGOMERY
 404. E SAN CARLOS OP GRAND
 405. W SAN CARLOS MD MARKET
 406. W SAN FERNANDO FS 5TH
 407. S AIRPORT AT TERMINAL A
 408. N SAN TOMAS FS WILLIAMS
 409. E SANTA CLARA FS 11TH
 410. W SANTA CLARA FS 11TH
 411. E SANTA CLARA FS 13TH
 412. W SANTA CLARA FS 14TH
 413. W SANTA CLARA FS 20TH
 414. W SANTA CLARA OP 22ND
 415. W SANTA CLARA FS 26TH
 416. E SANTA CLARA NS 7TH
 417. W SANTA CLARA NS 7TH
 418. E SANTA CLARA AT ALMADEN
 419. W SANTA CLARA FS MARKET
 420. W SANTA TERESA FS AVENIDA ESPANA
 421. E SANTA TERESA NS AVENIDA ESPANA
 422. W SANTA TERESA NS BERNAL
 423. W SANTA TERESA FS CAMINO VERDE
 424. E SANTA TERESA FS COTTLE
 425. W SANTA TERESA FS COTTLE
 426. N SANTA TERESA LIGHT RAIL STATION AT TRANSIT STOP
 427. N SANTA TERESA LIGHT RAIL STATION AT TRANSIT STOP
 428. N SANTA TERESA LIGHT RAIL STATION AT TRANSIT STOP
 429. N SANTA TERESA LIGHT RAIL STATION AT TRANSIT STOP
 430. N SARATOGA FS CAMPBELL
 431. N SARATOGA OP GRAVES
 432. S SARATOGA NS PROSPECT
 433. N SARATOGA MD QUITO
 434. S SARATOGA FS WILLIAMS
 435. E SENTER FS MONTEREY
 436. N SENTER NS NEEDLES
 437. S SENTER FS TULLY
 438. N SNELL FS BLOSSOM HILL
 439. N SNELL FS SANTA TERESA
 440. E SNELL (TRANSIT CENTER) AT TRANSIT LOOP
 441. E SNELL (TRANSIT CENTER) AT TRANSIT LOOP
 442. E SNELL (TRANSIT CENTER) AT TRANSIT LOOP
 443. N SNELL (TRANSIT CENTER) AT TRANSIT LOOP
 444. E SNELL (TRANSIT CENTER) AT TRANSIT LOOP
 445. E STEVENS CREEK FS CASA VIEW
 446. E STEVENS CREEK FS CYPRESS
 447. E STEVENS CREEK FS KIELY
 448. E STEVENS CREEK NS LOPINA
 449. E STEVENS CREEK FS MAPLEWOOD
 450. E STEVENS CREEK FS SARATOGA
 451. E STORY NS BAL HARBOR
 452. E STORY NS CAPITOL
 453. W STORY FS CAPITOL
 454. W STORY FS JACKSON
 455. E STORY FS KING
 456. W STORY NS KING
 457. W STORY OP LUCRETIA
 458. W STORY FS MC GINNES
 459. W STORY FS WHITE
 460. N LELONG (TAMIEN TC) AT TRANSIT LOOP
 461. E TASMAN FS 1ST
 462. W TASMAN FS 1ST
 463. W TASMAN FS BAYPOINTE
 464. E TASMAN FS BAYPOINTE
 465. E TASMAN OP CHAMPION
 466. W TASMAN FS CHAMPION
 467. E TASMAN NS CISCO
 468. W TASMAN NS CISCO
 469. W TASMAN OP RIO ROBLES
 470. W TAYLOR FS 14TH
 471. E TAYLOR NS STOCKTON
 472. E THE ALAMEDA NS NAGLEE
 473. E THE ALAMEDA NS NEWHALL
 474. W THE ALAMEDA FS TAYLOR
 475. E THE ALAMEDA NS UNIVERSITY



476. E TULLY MD 10TH
 477. W TULLY OP FAIRGROUNDS
 478. W TULLY FS KING
 479. E TULLY FS MONTEREY
 480. E TULLY FS SENTER
 481. S UNION MD BASCOM
 482. S WHITE NS ALUM ROCK
 483. S WHITE NS MCKEE
 484. N WHITE FS STORY
 485. S WHITE FS STORY
 486. E WILLIAMS FS BOYNTON
 487. E WILLIAMS FS SARATOGA
 488. E WILLOW FS LINCOLN
 489. W WILLOW FS LINCOLN
 490. W WILLOW FS PALM
 491. N WINCHESTER NS MOORPARK
 492. S WINCHESTER FS OLSEN
 493. S WINCHESTER FS WILLIAMS
 494. E BENTON OP CARMEL
 495. W BENTON FS PIERCE
 496. N BOWERS MD CENTRAL
 497. N BOWERS FS EL CAMINO REAL
 498. S BOWERS FS KIFER
 499. S BOWERS FS SCOTT
 500. E COLEMAN FS BROKAW
 501. W EL CAMINO REAL NS BOWERS
 502. E EL CAMINO REAL FS FLORA VISTA
 503. W EL CAMINO REAL FS FLORA VISTA
 504. E EL CAMINO REAL FS HALFORD
 505. E EL CAMINO REAL FS KIELY
 506. W EL CAMINO REAL FS LAWRENCE
 507. E EL CAMINO REAL FS MC CORMICK
 508. E EL CAMINO REAL FS SCOTT
 509. W EL CAMINO REAL FS SCOTT
 510. N GREAT AMERICA OP OLD GLORY
 511. S GREAT AMERICA FS OLD GLORY
 512. N STARS AND STRIPES AT ACE STATION
 513. E HOMESTEAD NS LAWRENCE
 514. S KIELY FS BENTON
 515. N KIELY NS BENTON
 516. S KIELY FS EL CAMINO REAL
 517. S KIELY FS KAISER
 518. N KIELY OP KAISER
 519. N KIELY FS STEVENS CREEK
 520. S MISSION COLLEGE AT ENTRANCE LOOP
 521. E MISSION COLLEGE OP BURTON
 522. S MONROE NS FRANKLIN
 523. N MONROE OP FRANKLIN
 524. N OLD IRONSIDES FS TASMAN
 525. S OLD IRONSIDES NS TASMAN
 526. S OLD IRONSIDES NS DEMOCRACY
 527. S PATRICK HENRY MD DEMOCRACY (MD)
 528. N SAN TOMAS FS CABRILLO
 529. N SAN TOMAS FS EL CAMINO REAL
 530. N SAN TOMAS FS HOMESTEAD
 531. S SAN TOMAS FS SCOTT
 532. N SAN TOMAS FS STEVENS CREEK
 533. S SAN TOMAS NS WALSH
 534. N EL CAMINO REAL (SCTC) FS RAILROAD
 535. S SCOTT MD CENTRAL
 536. S SCOTT OP SPACE PARK
 537. N SCOTT FS SPACE PARK
 538. S SCOTT FS WALSH
 539. W STEVENS CREEK FS KIELY
 540. W TASMAN NS CALLE DEL SOL
 541. E TASMAN (LIGHT RAIL STA) OP S.C. CONVENTION CENTER
 542. W TASMAN (LIGHT RAIL STA) FS S.C. CONVENTION CENTER
 543. W TASMAN FS OLD IRONSIDES
 544. E TASMAN FS OLD IRONSIDES
 545. S WINCHESTER FS DOLORES
 546. E ARQUES OP LAKESIDE
 547. E ARQUES NS WOLFE
 548. N CROSSMAN FS BALTIC
 549. W DUANE OP DEGUIGNE
 550. W EL CAMINO REAL FS FAIR OAKS
 551. E EL CAMINO REAL FS HENDERSON
 552. E EL CAMINO REAL NS HOLLENBECK
 553. E EL CAMINO REAL FS KNICKERBOCKER
 554. E EL CAMINO REAL OP MARIA
 555. W EL CAMINO REAL FS MARIA
 556. W EL CAMINO REAL FS MARY
 557. W EL CAMINO REAL FS MATHILDA
 558. W EL CAMINO REAL FS PASTORIA
 559. E EL CAMINO REAL FS REMINGTON
 560. E EL CAMINO REAL FS SUNNYVALE-SARATOGA
 561. W EL CAMINO REAL FS SYCAMORE
 562. E EL CAMINO REAL FS WOLFE
 563. W EL CAMINO REAL NS SUNNYVALE
 564. S FAIR OAKS NS CALIFORNIA
 565. N FAIR OAKS FS EL CAMINO REAL
 566. S FAIR OAKS NS SAN CONRADO
 567. S FAIR OAKS FS TASMAN
 568. N FRANCES OP OLSON
 569. S FRANCES NS OLSON
 570. N FRANCES MD OLSON
 571. S HOLLENBECK FS EL CAMINO REAL
 572. E JAVA FS BORREGAS
 573. S JAVA NS CROSSMAN



- 574. E JAVA FS GENEVA
- 575. E KIFER OP NATL SEMICONDUCTER
- 576. E LAKEHAVEN FS TWINLAKE
- 577. N MATHILDA FS CALIFORNIA
- 578. S MATHILDA NS CALIFORNIA
- 579. S MATHILDA FS DEL REY
- 580. N MATHILDA NS ROSS
- 581. S MATHILDA FS ROSS
- 582. W OLD SAN FRANCISCO FS CARROLL
- 583. E OLIVE FS ALL AMERICA
- 584. W OLIVE OP ALL AMERICA
- 585. N SUNNYVALE-SARATOGA FS FREMONT
- 586. N SUNNYVALE-SARATOGA FS REMINGTON
- 587. N WOLFE NS EL CAMINO REAL
- 588. S WOLFE FS FREMONT

VTA-constructed Bus Shelters

- 1. BRT - E SANTA CLARA FS CAHILL
- 2. BRT - W SANTA CLARA OP CAHILL
- 3. BRT - E SANTA CLARA FS 1ST - 2
- 4. BRT - W SANTA CLARA NS 1ST - 2
- 5. BRT - W SANTA CLARA FS 5TH
- 6. BRT - W SANTA CLARA NS 6TH
- 7. BRT - E SANTA CLARA NS 17TH
- 8. BRT - W SANTA CLARA FS 17TH
- 9. BRT - E SANTA CLARA FS 24TH
- 10. BRT - W SANTA CLARA FS 24TH
- 11. BRT - E ALUM ROCK FS KING (MEDIAN BUSWAY)
- 12. BRT - W ALUM ROCK FS KING (MEDIAN BUSWAY)
- 13. BRT - E ALUM ROCK FS JACKSON (MEDIAN BUSWAY)
- 14. BRT - W ALUM ROCK FS JACKSON (MEDIAN BUSWAY)
- 15. BRT - N CAPITOL FS WILBUR
- 16. BRT - S CAPITOL NS NUESTRA CASTILLO
- 17. BRT - N CAPITOL FS STORY
- 18. BRT - S CAPITOL FS STORY
- 19. BRT - N CAPITOL FS OCALA
- 20. BRT - S CAPITOL FS OCALA
- 21. TOLAR - E ALUM ROCK FS JACKSON
- 22. TOLAR - W ALUM ROCK FS JACKSON
- 23. TOLAR - E ALUM ROCK FS KING
- 24. TOLAR - W ALUM ROCK FS KING



APPENDIX B: RFP – BUS SHELTER ADVERTISING PROGRAM

**BUS SHELTER ADVERTISING
PROGRAM**

REQUEST FOR PROPOSALS

JUNE 2017





Bus Shelter Advertising Program

REQUEST FOR PROPOSALS

VTA PRIMARY POINT OF CONTACT

The primary VTA contact for this RFP is:

Natalie Mullin
Advertising & Sponsorships Manager
Real Estate and Joint Development
3331 North First Street, Building A
San Jose, CA 95134
natalie.mullin@vta.org
(408)321-5828

RFP SCHEDULE

The key dates and schedule for this RFP are as follows:

RFP Issuance	June 26, 2017
Deadline for Written Questions	July 7, 2017
RFP Submittal Deadline	August 4, 2017
RFP Interviews (Interviews to be held at VTA's option)	August 14, 2017 (week of)
Recommendation of Preferred Respondent to VTA Board	September 07, 2017



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INTRODUCTION

1. PROGRAM DESCRIPTION

A. ABOUT VTA

VTA is an independent California Special District that provides sustainable, accessible, community-focused transportation options that are innovative, environmentally responsible, and promote the vitality of our region. VTA is the public agency that provides bus, light rail, and paratransit services, as well as participates as a funding partner in regional rail service including Caltrain, Capital Corridor, and the Altamont Corridor Express. As the county's congestion management agency, VTA is responsible for countywide transportation planning, including congestion management, design and construction of specific highway, pedestrian, and bicycle improvement projects, as well as promotion of transit oriented development.

VTA currently operates 502 buses that service 346 urbanized square miles, operate approximately 18 million miles annually and serve 1.8+ million Santa Clara County residents. Average weekday ridership is approximately 104,009 passengers for bus passengers.

Santa Clara County is one of the most desirable and affluent advertising markets in the United States. Known as "Silicon Valley," it is the technological center of the world with hundreds of high technology firms represented with research and manufacturing facilities. The many firms headquartered in Santa Clara County include Apple, eBay, Google, Yahoo, Cisco Systems, AMD, Adobe, NetApp, Intuit, Cypress Semiconductor, Symantec, and Sun Power. Many other firms have substantial facilities in Santa Clara County including Microsoft, Hitachi, Samsung, BAE Systems, Roche, SAP, IBM, and Lockheed Martin.

As of June 2017, the median value of a home in Santa Clara County is approximately \$1,015,300 and the median household income is approximately \$96,310. The county is also the home to many institutions of higher learning including Stanford University, Santa Clara University and San Jose State University. San Jose, the largest city in Santa Clara County with a population of nearly one million, was recently named by U.S. News and World Report as the #3 "Best Place to Live" in the USA.

B. ABOUT THE RFP FOR THE BUS SHELTER ADVERTISING PROGRAM

VTA is seeking proposals from qualified firms (“RESPONDENTS or, individually, “RESPONDENT”) for the right to sell and display advertising on its bus shelters in exchange for providing maintenance of VTA bus shelters (existing and to be constructed) according to the guidelines set forth in this Request for Proposal (“RFP”).

Proposals shall address the details of the bus shelter advertising program as set forth in the Scope of Services of this RFP. The bus shelter advertising program shall include maintenance services, as set forth in **Appendix A – Section 6**.

Additionally, proposals should include the following optional services:

- 1) Repair of Shelters – additional details in **Appendix A, Section 7**.
- 2) Removal and Relocation of Shelters – additional details in **Appendix A, Section 8**.

Each proposal should also include a Minimum Annual Guarantee (“MAG”) and a Revenue Share percentage, for each of the respective service-level options as noted in the Financial Proposal Form (**Appendix B**).

VTA intends to enter into an exclusive contract for bus shelter advertising and maintenance services (“Contract”) with the qualified RESPONDENT whose proposal, VTA, in its sole discretion, deems to be best suited to achieve the objectives described in this RFP (“CONTRACTOR”). VTA, in its sole discretion, will make the final determination of all services to be included in the Contract (defined below), based upon the qualified respondent (“RESPONDENT”) proposal.

This RFP does not include advertising on VTA’s light rail platforms, or bus or rail vehicles. Those assets are currently under a separate contract for advertising services, and will not be included as part of the contract between VTA and the successful RESPONDENT.



PROPOSAL INSTRUCTIONS

1. RESPONDENT QUALIFICATIONS

A. Required Minimum Qualifications

The RESPONDENT shall have a minimum of five (5) years of experience in the sale and posting of transit advertising, including bus shelter advertising. In addition, the RESPONDENT must demonstrate that it has the ability to successfully acquire national, regional, and local advertising contracts and to operate a sales program designed to produce maximum advertising income for VTA. RESPONDENT must meet this requirement to be deemed responsive.

B. Preferred Qualifications

The RESPONDENT must have experience with transit advertising, including bus shelter advertising, in the Bay Area. RESPONDENT shall also possess knowledge of regulations and codes regarding transit advertising in California and Santa Clara County.

2. SUBMITTAL REQUIREMENTS

No later than 3:00 pm Pacific Standard Time on **Friday August 4, 2017**, RESPONDENTS must submit and deliver four (4) hard copies and a USB drive containing a complete proposal organized into a PDF document, with all submittal items described in this RFP. The proposal shall be organized in sections as set forth in this RFP.

The submittal shall be placed in a sealed envelope or box, and clearly marked on the outside, "Confidential RFP Submittal." The submittal must be delivered to the attention of the primary point of contact for this RFP:

Ms. Natalie Mullin

VTA Real Estate & Joint Development

3331 N. First Street, Building A

San Jose, CA 95134

VTA seeks responses that are clear, concise and to the point. RESPONDENTS are requested to avoid inclusion of extraneous marketing materials and other material that increases the size of the submittal without providing meaningful additional information for proposal review.



VTA reserves the right in its sole discretion to request additional information from RESPONDENT(s) regarding the items listed, and any additional requested information must be provided in order for a RESPONDENT'S submittal to be considered.

By submitting a proposal, the RESPONDENT represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing quality work to achieve VTA's objectives.

Any submittal that omits the requested information will be deemed non-responsive and ineligible for further consideration.

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the RESPONDENT submitted as part of the proposal will become the property of VTA when received by VTA and may be considered public information under applicable law. Any proprietary information in the proposal should be identified as such. VTA does not typically disclose proprietary information to the public, unless required by law; however, VTA cannot guarantee that such information will be held confidential.

3. PROPOSAL FORMAT AND CONTENT

A. Format

Proposals shall be typed, as concise as possible, and shall not include any unnecessary promotional material. The nature and form of response are at the discretion of the RESPONDENT, but shall include the information listed below.

B. Content

The RESPONDENT shall include the information described below:

1. Profile of Firm

This section shall include a brief description of the firm's size as well as the local organizational structure. Include a discussion on the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public work undertaken by the RESPONDENT or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of work where claims or settlements were paid by the RESPONDENT or its insurers within the last five (5) years.



2. Qualifications of the Firm

This section must include a brief description of the RESPONDENT'S qualifications and previous experience on similar work. Description of pertinent project experience must include a summary of the work performed, the total revenue generated, the percentage of work for which the firm was responsible, the period over which the work was completed, and the name, title, and phone number of three (3) clients to be contacted for references (preferably transit agencies). RESPONDENT should provide a brief statement of the firm's adherence to the schedule and revenue targets in its previous work, and instances where the firm exceeded revenue or other targets.

3. Work Plan/Program Understanding

The Proposal must present a well-conceived work plan, which establishes that the RESPONDENT understands VTA's objectives and work requirements and demonstrates RESPONDENT'S ability to satisfy those objectives and requirements. The work plan shall succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them. The RESPONDENT may also suggest technical or procedural innovations that have been used successfully and that may facilitate the completion of VTA's requirements.

4. Program Staffing

This section shall discuss how the RESPONDENT would propose to staff this program. RESPONDENT program team members must be identified by name, location, specific responsibilities on the program and the estimated person-hours of participation. An organizational chart for the program team and resume summaries for key personnel shall be included. Key personnel will be an important factor of consideration of this portion of the proposal. Once the proposal is submitted, there can be no change of key personnel without the prior approval of VTA.

5. Pricing Information

This section shall include the RESPONDENT'S financial proposal for performing the services discussed in the **Bus Shelter Advertising Program - Scope of Services**. The Financial Proposal Form (**Appendix B, Form 4**) must be completed and submitted with the proposal.

- a) Financial Proposal Form: RESPONDENT must submit the Financial Proposal form for Contract Years 1 – 4, and Option Years 1 - 5. RESPONDENT must specify in the Financial Proposal the MAG and Revenue Share percentage for each year.
- b) RESPONDENTS must also propose a MAG and a Revenue Share percentage for each of the respective service-level options described in Sections 10 and 11 of this RFP.



c) Additional Alternative Revenue Proposal: Each RESPONDENT may also provide one alternative proposal type. This is the one that the firm believes would be the best revenue proposal for VTA.

d) Sales Definitions:

“Net Sales” shall mean gross advertising sales less the following:

- Deductions from gross sales of commissions paid to advertising agencies or sales representatives other than RESPONDENT staff, if any, at a rate not exceeding fifteen percent (15%) of gross billings; and
- The amount of any sales, use, gross receipts, occupational and similar taxes (but excluding income and property taxes) directly imposed or levied by any public agency on the sale or display of advertising under the terms of the Contract resulting from this RFP and paid by the RESPONDENT.

“Gross Sales” shall mean all monies, remunerations, and considerations of every kind received from the sales or trade of advertising space by the RESPONDENT in its operations as permitted under the Contract resulting from this RFP.

6. Administrative Submittals

The RESPONDENT must complete and submit **Forms 1 through 4 under Appendix B** with the proposal.



GENERAL INFORMATION

1. DISQUALIFICATION

To be considered for this project, the RESPONDENT and any firms identified as team members must have all necessary licenses, registration, and credentials required for the services they will perform.

VTA, in its sole discretion, may disqualify a RESPONDENT or proposal if it becomes aware, or has credible evidence, of any of the following:

- Contact regarding this RFP with any VTA official or employee other than the contacts listed in Section 1.3 from the time of issuance of this RFP until the VTA Board approves selection of a RESPONDENT.
- Collusion, either directly or indirectly, amongst RESPONDENTS with regards to any key terms of this RFP.
- Attempting to influence any VTA official or employee throughout the RFP process with regards to the evaluation process or final selection.
- Offering gifts or souvenirs, even of minimal value, to any VTA official or employee.
- Omissions, misrepresentations or false information that may impact VTA's accurate and fair evaluation of the proposals.
- The proposal's conditioning of any mandatory requirement set forth in this RFP.
- RESPONDENT'S inability to complete or perform the work described in the proposal.
- RESPONDENT'S litigation or pending litigation with VTA.

Furthermore, a RESPONDENT'S failure to provide complete and/or accurate information in response to this RFP may disqualify the RESPONDENT from further participation in this selection process. A response may be corrected, modified, or withdrawn, provided that a written request by RESPONDENT is received by the VTA contacts (listed above) prior to the date and time designated in the RFP for receipt of proposals.

2. NO WARRANTY

RESPONDENTS are required to examine this RFP carefully. Failure to do so will be at the RESPONDENT'S own risk. It is assumed that the RESPONDENT has made full investigation so as to be fully informed of the extent and character of the services requested, the requirements of this RFP and any laws or regulations that may affect its ability to carry out the services. No warranty is made or implied as to any of the information, descriptions or opinions contained in this RFP (or otherwise provided by VTA staff) and RESPONDENTS are required to do their own due diligence as to all matters discussed herein and in their proposals.



3. ADDENDA AND CLARIFICATIONS

Questions or comments regarding this RFP must be submitted in writing and must be received by VTA no later than **5:00 p.m. on July 7, 2017**. Email questions must be submitted to the primary VTA Contact for this RFP (see page 2), and include “RFP FOR BUS SHELTER ADVERTISING PROGRAM QUESTIONS” in the subject line.

Responses from VTA will be communicated in writing to all recipients of this RFP and published on the VTA online procurement website.

NOTHING RELIEVES RESPONDENT FROM BEING BOUND BY ADDITIONAL TERMS AND CONDITIONS IN ADDENDA.

4. WITHDRAWAL OF PROPOSALS

A RESPONDENT may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering to VTA’s designated point of contact a written request for withdrawal signed by, or on behalf of, the RESPONDENT.

5. RIGHTS OF VTA

VTA may investigate the qualifications of any RESPONDENT under consideration, require confirmation of information furnished by the RESPONDENT, and require additional evidence or qualifications to perform the services described in this RFP.

VTA reserves the right to:

- Reject any or all proposals.
- Issue subsequent RFPs.
- Postpone opening for its own convenience.
- Clarify, amend, or remedy technical errors in the RFP.
- Approve or disapprove the use of particular subcontractors, where applicable.
- Solicit best and final offers from all or some of the RESPONDENTS.
- Waive informalities and irregularities in proposals.
- Conduct interviews at its discretion.
- Accept other than the highest offer.
- Negotiate with any, all, or none of the RESPONDENTS.

This RFP does not commit VTA to enter into a contract with any RESPONDENT nor does it obligate VTA to pay for costs incurred in preparation or submission of proposals or in anticipation of entry into such contract. Costs incurred in preparation and submission of proposals or in negotiating a contract will be solely born by the RESPONDENT.



VTA’s waiver of minor irregularities shall in no way modify this RFP or excuse the RESPONDENT from full compliance with requirements if the RESPONDENT is awarded the Contract. VTA shall have full and sole discretion to determine the criteria and process of evaluation for this RFP, which (if any) RESPONDENT shall receive the Contract award, or whether or not a contract shall ever be awarded as a result of this RFP.

All information, including plans, specifications and photos, submitted to VTA by each RESPONDENT, whether or not selected, in response to this RFP become the property of VTA.

6. **COLLUSION**

By submitting a proposal, each RESPONDENT represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the RESPONDENT has not, directly or indirectly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the RESPONDENT has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

7. **INDEMNITY AND INSURANCE REQUIREMENTS**

Indemnity requirements for the Contract are set forth in **Appendix A, Section 25**.
Insurance requirements for the Contract are set forth in **Appendix H**.

8. **INCORPORATION OF APPENDICES, EXHIBITS AND ATTACHMENTS**

All appendices, exhibits and attachments referenced in this RFP are incorporated herein by this reference.



EVALUATION AND SELECTION PROCESS

1. **EVALUATION CRITERIA**

VTA will be evaluating submissions based on the following evaluation criteria, in order of importance, with submissions being scored higher to the extent they realize VTA objectives.

REVENUE
WORK PLAN AND PROJECT UNDERSTANDING, INCLUDING QUALITY OF PLAN TO GROW REVENUE
QUALIFICATION OF THE FIRM, AND STAFFING AND PROJECT ORGANIZATION

A. **Revenue**

Proposals will be evaluated on the reasonableness of the total revenue proposed and competitiveness of this amount compared to other proposals. RESPONDENT must have financial stability and resources sufficient to fulfil the obligations of the contract as determined by VTA.

B. **Qualification of the Firm, and Staffing and Project Organization**

Qualifications to be considered include, but are not limited to: recent relevant experience of the RESPONDENT in selling and posting of bus shelter or similar advertising, maintenance of transit facilities, and working with public agencies. Pertinent matters to be considered include financial background, ability to increase sales, innovativeness in marketing strategy, innovativeness with technology, evaluations by recent and previous clients for similar services, experience with subcontractors, lawsuits involving industry-related matters, and other relevant information submitted with the proposal. Qualifications of RESPONDENT’S staff will also be considered, particularly the project manager and key personnel. Other factors to be considered include, but are not limited to key personnel’s qualifications, level of involvement in performing vs. managing work, project organization, and adequacy of labor commitment.

C. **Work Plan and Project Understanding, Including Quality of Plan to Grow Revenue**

Proposals will also be evaluated on RESPONDENT’S demonstrated understanding of VTA and the project requirements. The RESPONDENT should evidence a thorough knowledge of the kind of transit advertising contemplated for this proposal, VTA’s standard of quality, the size and type of VTA’s inventory, VTA’s transit assets, and VTA’s Advertising Policy. RESPONDENT’S ideas and plans for innovative advertising, as well as outline of a program for continued revenue growth, will also be evaluated.



2. **EVALUATION PROCEDURE**

A review board, consisting of VTA Employees, will evaluate proposals based on the pre-established criteria to determine the successful RESPONDENT or establish a shortlist of firms to interview. VTA reserves the right to conduct interviews at its discretion.

RESPONDENTS are asked to keep the week of **August 14, 2017** available in the event the review board conducts interviews. If invited to interview, VTA will notify RESPONDENTS regarding the schedule and other pertinent interview information. Typically, the interview is scheduled for one (1) hour and requires the project manager to be a lead participant.

The names of the review board members are not revealed prior to the interviews. The individual or composite rating and evaluation forms prepared by individual review board members are not retained by VTA and will not be revealed.

3. **SELECTION PROCESS**

Submittals will be reviewed by an evaluation panel consisting of staff from various VTA departments. The evaluation panel will conduct interviews as it deems appropriate, and prepare an evaluation report with a recommendation to the VTA Board of Directors.

Once the VTA Board has approved the selected RESPONDENT, VTA will finalize and enter into the Contract with the selected and approved RESPONDENT.



BUS SHELTER ADVERTISING PROGRAM – SCOPE OF SERVICES

1. GENERAL

VTA is seeking proposals from qualified firms for the following “Services:” **(1)** the right to sell and display advertising on its bus shelters, and **(2)** provision of maintenance of VTA bus shelters, existing and to be constructed, according to the guidelines set forth in **Appendix A, Section 7**. Pending VTA’s review of the proposals submitted, Services may also include one or both of the following:

- (a) Repair of Shelters – additional details in **Appendix A, Section 8**.
- (b) Removal and Relocation of Shelters – additional details in **Appendix A, Section 9**.

2. BUS SHELTERS: Advertising Space Available

This section sets forth the projected advertising space, categorized by shelter type, which is expected to be available on VTA bus shelters upon commencement of the Contract. RESPONDENT shall use this information in its assessment of the financial opportunity, and in its calculation of the potential advertising revenue and the annual compensation to VTA to be included in RESPONDENT’S proposal. VTA reserves the right to increase or decrease the number of panels and shelters available for advertising during the term of the Contract. See **Appendix A, Section 5.B** for information regarding increases in bus shelter inventory.

A. Standard Bus Shelters

There are **374** available advertising panels at standard bus shelters. Panels may be flared or flat; see **Appendix C** for examples. The panel inventory includes:

- **370** double-sided advertising panels
- **Four (4)** single-sided advertising panels

There are **273** standard bus shelters that currently do not have advertising panels. In order to expand the revenue opportunity for VTA, CONTRACTOR shall have the option of constructing advertising panels at these bus shelters where it is not prohibited by law. CONTRACTOR is responsible for advertising panel construction at these shelters in compliance with all applicable laws and regulations, including but not limited to local zoning and sign ordinances. See **Appendix A, Section 5** - “No Advertising Where Prohibited By Law.” See **Appendix C** for an example of a standard bus shelter with no advertising panel. If CONTRACTOR increases the total inventory of available advertising panels by ten percent (10%) or more, the MAG paid to VTA shall increase proportionally.



B. Bus Rapid Transit (“BRT”) Shelters

There are nine (9) bus shelter advertising panels at the newly-constructed BRT shelters that must be used for the sale of advertising. Additional details on locations and assets, below; see **Appendix C** for images of BRT shelter design and advertising panels. These BRT shelters have access to electricity, will be backlit and are available for the construction of digital advertising panels in place of the traditional print advertising panels that are currently in place. The CONTRACTOR’s right to sell advertising shall include the right to sell and use these advertising panels for digital advertising. CONTRACTOR shall be responsible for the construction, and any costs associated with construction, of digital advertising panels at these shelters in compliance with all applicable laws and regulations, including but not limited to local zoning and sign ordinances. See **Appendix A, Section 5 - “No Advertising Where Prohibited By Law”**.

Within the BRT shelters, there are five (5) double-sided advertising panels:

- One (1) at Eastbound Arena
(W. Santa Clara Street between Cahill Street and S. Montgomery Street)
- Two (2) at Westbound and Eastbound 17th
(E. Santa Clara Street and S. 17th Street)
- Two (2) at Westbound and Eastbound 24th
(E. Santa Clara Street and S. 24th Street)

Within the BRT shelters there are four (4) single-sided advertising panels:

- Two (2) at Westbound and Eastbound King
(Alum Rock Ave. and King Road)
- Two (2) at Westbound and Eastbound Jackson
(Alum Rock Ave. and Jackson Ave.)

3. ADDITIONAL ADVERTISING OPTIONS

VTA is evaluating opportunities for additional digital advertising opportunities. These digital advertising opportunities are not included in the proposed scope of work for the contract, however VTA will reserve the right to add these opportunities to the Contract at a future date, subject to mutual agreement between VTA and the CONTRACTOR. To assist VTA’s evaluation, RESPONDENTS are requested to include the following information in their proposal:



A. Digital Advertising Panels

VTA desires the installation of digital advertising panels on one or more VTA bus shelters, including BRT and standard bus shelters, in order to capitalize on the properties' prime locations and significant advertising potential. Therefore, RESPONDENT's proposal should include a general assessment of the potential for digital advertising panels on VTA bus shelters, and a description of how RESPONDENT could implement such a program. In the event RESPONDENT installs digital advertising panels on one or more VTA bus shelters, RESPONDENT and VTA will amend the Agreement to increase the MAG paid to VTA.

B. Digital Billboards

VTA is currently considering plans to install digital billboards at one or more VTA-owned properties to capitalize on the properties' prime locations and significant advertising potential. Should plans to construct one or more digital billboards proceed, VTA shall have the option to add the billboard asset to the Contract.



APPENDIX LIST

Appendix A: Contract for Services

Appendix B: Administrative Submittals –

- Form 1: General Information
- Form 2: Levine Act Statement
- Form 3: Exceptions to the Contract
- Form 4: Financial Proposal – Year 1 through Year 4, Option Years

Appendix C: Examples of VTA Bus Shelter Advertising Assets – Flat Panels, Flared Panels, Shelters with No Ad Panels, Single-Sided Advertising Panels, Double-Sided Advertising Panels, Bus Rapid Transit (BRT) Shelter Advertising Panels

Appendix D: Bus Shelter Advertising Industry Specifications

Appendix E: VTA Advertising Policy

Appendix F: VTA Bus Stop Placement, Closures and Relocation Policy

Appendix G: Historical Billings

Appendix H: Indemnity and Insurance Requirements

Appendix I: Stormwater Pollution and Prevention Practices

Appendix J: High Frequency Maintenance Bus Shelters



APPENDIX C: HIGH FREQUENCY MAINTENANCE BUS SHELTERS

This is a list of VTA bus shelters that require higher frequency maintenance. These shelters shall receive a minimum of two (2) routine inspection calls per week. Inspection calls shall occur on nonconsecutive days. This list represents approximately 15% of VTA bus shelter inventory. VTA will review and update this list on an annual basis.

- | | | |
|--------------------------------------|--------------------------------------|----------------------------------|
| 1. WB Alum Rock NS Jackson | 29. WB Alum Rock FS White | 57. WB Story NS King |
| 2. SB 1st NS Goodyear | 30. WB Alum Rock FS Capitol | 58. SB Jackson NS McKee |
| 3. SB Oakland Rd FS Charles | 31. NB Monterey FS Fehren | 59. SB Jackson FS Alum Rock |
| 4. E Santa Clara FS Market | 32. NB Monterey FS Phelan | 60. EB Alum Rock FS Jackson |
| 5. SB 1 st NS Curtner | 33. NB Monterey NS Negs | 61. EB Tully FS Corde Terra Cir. |
| 6. EB Tully FS Monterey | 34. NB Monterey FS Virginia | 62. WB Capitol FS McLaughlin |
| 7. NB McLaughlin FS Story | 35. WB Alum Rock FS Jackson | 63. WB Story FS Lucretia |
| 8. EB Keys FS 12 th | 36. EB Alum Rock FS Jose Figueres | 64. EB Willow FS Palm |
| 9. EB Ford FS Monterey | 37. WB Alum Rock NS McCreey | 65. NB Senter NS Needles |
| 10. WB Curtner NS Little Orchard | 38. EB Alum Rock FS King | 66. NB Snell FS Blossom Hill |
| 11. WB Keys FS 1 st | 39. SB King FS Alum Rock | 67. EB Tully FS Old Tully |
| 12. WB Capitol FS Senter | 40. EB Berryessa FS Flickinger | 68. EB Tully FS Senter |
| 13. EB Senter FS Monterey | 41. NB Jackson FS McKee | 69. SB McLaughlin FS Shadowfax |
| 14. WB Alum Rock FS King | 42. NB Jackson FS Alum Rock | 70. EB Story FS Lucretia |
| 15. WB Alum Rock NS Jose Figueres | 43. SB Jackson NS Story | 71. WB Keys NS 12 th |
| 16. WB Alum Rock NS Sunset | 44. WB Story FS Jackson | 72. WB Blossom Hill NS Snell |
| 17. WB Alum Rock FS King | 45. WB Story NS King | 73. EB Blossom Hill FS Snell |
| 18. EB Alum Rock FS King | 46. NB King NS Story | 74. SB Morrill FS Landess |
| 19. WB Alum Rock NS 33 rd | 47. WB Tully FS King | 75. NB Bascom NS Moorpark |
| 20. SB Jackson NS McKee | 48. WB Story FS White | 76. SB Bascom FS Renova |
| 21. NB Jackson FS Mammoth | 49. NB White FS Story | 77. WB San Carlos NS Bascom |
| 22. SB Jackson FS Alum Rock | 50. EB Alum Rock FS Capitol | 78. EB San Carlos FS Meridian |
| 23. NB Jackson FS Story | 51. NB Monterey FS Senter | 79. NB Jackson FS Alum Rock |
| 24. EB Story NS McCreey | 52. NB Monterey FS Tully | 80. WB Story FS Jackson |
| 25. SB King FS Story | 53. NB Monterey FS Alma | 81. SB King FS McKee |
| 26. NB King FS Tully | 54. NB Monterey FS Martha | 82. WB Alum Rock NS Jackson |
| 27. WB Story FS McGinness | 55. NB 1 st NS San Carlos | 83. EB Fruitdale FS Bascom |
| 28. SB White FS Story | 56. SB Bascom FS Moorpark | 84. SB Bascom FS San Carlos |



APPENDIX D: STORMWATER - PHASE II MS4 - POLLUTION AND PREVENTION PRACTICES

PHASE II MS4: Operations & Maintenance Pollution Prevention and Good Housekeeping Practices

VTA's Phase II MS4 permit requires Operations & Maintenance ("O&M") staff to protect stormwater and to prevent illicit discharge in to storm drains.

1. OBJECTIVES

- Stormwater Awareness
- Pollution prevention and good housekeeping practices
- Appropriate stormwater best management practices ("BMPs") to use at VTA facilities, and during typical O&M activities
- Recognition of illicit discharges/connections
- VTA procedure for reporting and responding to illicit discharges
- VTA procedure for utility vault dewatering

2. O&M PROGRAMS

- Roads, Light Rail Trains, Light Rail stops, and bus stops and bus shelters
- Plaza, sidewalk and parking lot maintenance and cleaning
- Landscape maintenance
- Drainage systems

3. POLLUTANTS

- Sediments
- Nutrients
- Trash
- Metals
- Bacteria
- Organics
- Pesticides/Herbicides
- Oxygen-demanding substances



4. CALIFORNIA STORMWATER QUALITY ASSOCIATION'S ("CASQA") BMPS FOR MUNICIPAL OPERATIONS

- SC-32: Outdoor Equipment Maintenance
- SC-60: Housekeeping Practices
- SC-61: Safer Alternative Products
- SC-70: Road and Street Maintenance
- SC-71: Plaza and Sidewalk Cleaning
- SC-73 Landscape Maintenance

Additional details and CASQA's Municipal BMP Handbook can be found at:
<https://www.casqa.org/resources/bmp-handbooks/municipal-bmp-handbook>

5. PREVENTATIVE MAINTENANCE

- Know what equipment may fail and plan for routine repairs.
- Identify equipment and systems that may leak – e.g. leaf blowers, steam cleaners, pressure washers, etc.
- Check equipment and systems regularly to detect leaks.
- Establish a regular maintenance schedule.
- Establish procedures for maintenance and repair.
- Follow up.

6. SPILL AND LEAK PREVENTION & RESPONSE

- VTA has procedures and controls to minimize spills and leaks.
- Implement spill and leak response procedures to prevent materials from being discharged.
- Clean up spills and leaks *immediately* – use dry methods if possible.
- Spill and leak response equipment – 1) Know where the spill kit is located; 2) Use the spill kit; 3) Dispose of used material correctly.



7. HOUSEKEEPING

- Maintenance of drain lines to keep them free from debris.
- Keep work sites, yards and VTA property clean and orderly.
 - Railroad ties must be covered – creosote contaminates ground and stormwater.
 - E-waste and degrading materials with pollutants must be covered.
 - Materials designed to be outdoors are OK uncovered.
- Prevent material tracking and dust generation.
 - Prevent tracking out of VTA yards – clean off tires before driving out on to pavement (especially in winter).
- Properly dispose of water, sweepings, and sediments.
- Minimize flows in to/ out of material handling areas (storm or non-stormwater).
- Ensure proper covered storage of all chemicals, paints, and cleaners in secondary containment.
- Work with chemicals over plastic where possible. Know how to operate the Safe drain and respond *immediately* to spills (e.g. paint cleaners, etc.).

8. LANDSCAPE MAINTENANCE

- Sweep paved surfaces or blow clippings and trimmings in to a pile and dispose – do not hose down. Do not blow in to roadways – collect and dispose away from inlets.
- **Never** dispose of grass clippings, leaves, or other debris in to storm drains.
- **Remove** accumulated litter and debris from storm drain inlets and curb lines.
- Place temporarily stockpiled material away from storm drain inlets; cover and control pile perimeter.
- Compost or otherwise properly dispose of clippings and yard waste.

9. PESTICIDE AND HERBICIDE APPLICATION

- Avoid the deposit of stray product on streets or other paved surfaces where it may be washed in to the storm drainage system.
- Don't apply chemicals near sensitive areas including streams, lakes, wetlands, or drainage ways.
- Don't apply during windy conditions or when rain is predicted within 24 hours.

10. STEAM CLEANING

- Spray water in to ballasted track/landscaping, never dispose of down the storm drain.



11. ROAD AND STREET MAINTENANCE

- Apply the minimal amount of graffiti and paint removal materials during the removal of graffiti from walls, signs, sidewalks, or other structures
- Clean up pavement after application and removal with a dry sweep and/or by using absorbent, and properly disposing of the absorbent.
- Transfer and load paint away from storm drain inlets.
- Have drop clothes and drip pans available in mixing areas.
- Properly store leftover paints if they are to be kept for future use, or dispose of properly.

12. PAINTING

- Use quick-dry paint, and apply the minimum amount needed to achieve intended results.
- Be prepared for spills.

13. MATERIAL HANDLING AND WASTE MANAGEMENT

- Make sure that materials and waste don't get washed or blown away.
- Contain non-solid materials or wastes that can be blown by the wind or will contact water.
- Cover waste disposal and material storage containers.
- Divert run-on and stormwater away from stockpiled materials.
- Clean spills that occur during handling IMMEDIATELY.
- Observe and clean outdoor material/waste handling equipment or containers.

14. EROSION AND SEDIMENT CONTROL

- Minimize erosion and prevent sediment from leaving the site.
- Implement effective wind erosion controls.
- Provide effective stabilization for inactive areas, finished slopes, and other areas prior to a forecasted storm event.
- Maintain effective perimeter controls and stabilize site entrances.
- Divert run-on and stormwater away from erodible materials.

15. ILLICIT DISCHARGE DETECTION AND ELIMINATION

- General Rule: only clean rain water goes down the storm drain.
- Non-stormwater discharges ("NSWDs") are prohibited, with a few authorized exceptions.



16. AUTHORIZED NSWDS

- Water line flushing
- Individual residential car washing
- Diverted stream flows; rising ground waters; springs; flows for riparian habitats and wetlands
- Uncontaminated ground water infiltration to separate storm sewers
- Uncontaminated pumped ground water
- Discharges from potable water sources
- Foundation and footing drains
- Air-conditioning condensation
- Water from crawl space pumps
- Dechlorinated swimming pool discharges
- Incidental runoff from landscaped areas

17. ILLICIT DISCHARGE DETECTION AND ELIMINATION: AUTHORIZED VS. UNAUTHORIZED NON-STORMWATER DISCHARGES

BMPs must be implemented as follows:

- Reduce or prevent contact of flows with materials or equipment that have potential pollutants.
- Reduce to the extent practicable the flow/volume of authorized NSWDS.
- Ensure the NSWDS don't have pollutants that exceed standards.
- Use best practices to reduce or prevent discharges (consider technological availability, economical practicability and achievability).

18. UNAUTHORIZED ILLICIT NON-STORMWATER DISCHARGES

- Wash water, overspray, leaks, and spills are all illicit/unauthorized discharges.
- Contaminates may not be visible, but often leave a sheen, odor, or discoloration in flows.
- **REPORT ILLICIT DISCHARGES** to VTA Customer Service at (408)321-2300.
- Offsite properties affecting VTA storm drains need to be reported as well.

19. UTILITY VAULT DEWATERING VISUAL DETERMINATION

- Maintain clean and orderly work areas surrounding the utility vault and underground structure prior to dewatering services.
- Grab sample with clear container to be visually observed to evaluate the solids and layers of liquid present in the vault.



20. UTILITY VAULT DEWATERING – BMPS

- For small amounts of oil on surface, use an absorbent pad.
- For sediment in water grab sample, use a filter sock or bag to reduce sediment discharge.
- If dark brown water is present, an evaluation for other contaminants must be performed (e.g. sewage, solid, vegetation, sediment, grease, chemicals, etc.)
 - **DO NOT** pump the water into the street or storm drain.
 - Contact EHS to schedule a vacuum truck.
- Remember: if there is an oily sheen, odor, or unusual color in vault water, it needs treatment.

21. UTILITY VAULT DEWATERING IN TO BALLASTED TRACK WAYS

- Treated as a BMP with a pervious surface and erosion resistant.
- **DO NOT** discharge in to landscape or city drains, unless no ballast is present and a grab sample is visually determined to be clean.

22. QUALITY ASSURANCE AND RECORDKEEPING

- Implement IDDE procedures and BMPs to ensure discharges are prevented.
- Maintain implementation records (BMP deployment records, employee training logs, spill occurrence and cleanup records).
- Contact information, including the procedure for reporting illicit discharge, shall be included in each of the Permittee's fleet vehicles that are used by field staff.



APPENDIX E: VTA BUS STOP PLACEMENT, CLOSURES AND RELOCATION POLICY

OPERATIONS	Policy	
	Document Number:	OPS-PL-0003
	Version Number	01

1.0 Purpose:

To establish standards for VTA to determine the placement of Bus Stops and when and under what conditions it will make Bus Stop closures and relocations.

2.0 Scope:

This policy applies to the placement of Bus Stops. This policy also applies to any instance when a temporary or permanent relocation or closure of a Bus Stop is being considered by VTA, whether such consideration is initiated internally or by a third party.

3.0 Responsibilities:

- 3.1 The Operations Division staff, as assigned by the Chief Operating Officer, is responsible for evaluating and determining the placement and spacing of Bus Stops and adding passenger amenities.
- 3.2 The Operations Division staff, as assigned by the Chief Operating Officer, is responsible for evaluating temporary or permanent Bus Stop relocation or closure proposals based on the criteria established in this Policy. The Operations Division will develop an evaluation form to guide the evaluation process.
- 3.3 The Chief Operating Officer, or his or her designee, shall make the final decision on whether and under what conditions Bus Stops will be relocated or closed, either permanently or temporarily, consistent with this Policy after reviewing the staff evaluation.

4.0 Policy:

- 4.1 **Placement:** Far Side Stops are the preferred location for Bus Stops, although the ultimate decision is based on the inherent safety considerations, ridership potential, operational efficiency, ease of connection, availability of space, and compliance with ADA requirements. VTA should follow the guidelines for Bus Stop placement in the *Service Design Guidelines*, adopted in 2006.
- 4.2 **Spacing:** VTA should follow the guidelines for Bus Stop spacing in the *Service Design Guidelines*, adopted in 2006. Bus Stops on local routes will be spaced between 750 ft. – 2,500 ft. apart. The spacing will increase for Bus Rapid Transit and Express Bus Routes.
- 4.3 **Passenger Amenities:** Shelters, benches and other amenities should be added or modified



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to provide comfort and protection to passengers. The placement and the selection of these amenities should be based on ridership, passenger needs, safety and security, and compatibility of surrounding land use.

- 4.4 **Installation:** VTA coordinates with local jurisdictions to install new bus stops and relocate bus stops. VTA seeks input from local transportation departments to locate bus stops and approval from public works departments to install bus stops. Typically, bus stop installations require an encroachment permit from the local jurisdiction for the installation of a pole, sign, and bus stop furniture.
- 4.5 **Removal:** VTA will have the discretion to remove a Bus Stop if the Operations Division, after making a reasonable evaluation of a Bus Stop's location, makes any one of the following findings:
 - 4.5.1 The Bus Stop's location is unsafe;
 - 4.5.2 There is unnecessarily close spacing between Bus Stops;
 - 4.5.3 There is or there will be construction of a new land development which includes an adequate and acceptable replacement Bus Stop provided by the property owner or developer;
 - 4.5.4 The Bus Stop has insufficient ridership to support a stop at that location.
- 4.6 **Relocation:** VTA will have the discretion to relocate a Bus Stop if the Operations Division staff is satisfied that there is an adequate and acceptable alternative location. In evaluating whether the alternative location is adequate and acceptable, staff will consider the following factors: passenger safety and convenience, passenger transfer activities, operations safety, and impacts on the surrounding land uses. If the relocation request is made by a Requesting Party and a right-of-way and/or easement is required to relocate the Bus Stop, then the Bus Stop shall be relocated only if the Requesting Party obtains such right of way or easement at his or her own cost. The Requesting Party shall pay for the construction of the relocation, unless VTA waives this requirement for compelling reasons.
- 4.7 **Temporary Relocation During Construction:** VTA will not temporarily relocate a Bus Stop until and unless a Requesting Party, property owner, developer or contractor enters into a mutually-acceptable agreement with VTA which includes details on the construction schedule, an approved traffic control plan, a schedule for moving the Bus Stop to the temporary location and back to its pre-construction location at the end of the construction period, and costs to be covered by the Requesting Party, property owner.



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Bus Stop Placement, Closures and Relocations

developer or contractor. The requesting party must secure parking restriction from the local jurisdiction for the temporary bus stop and pay any associated fees. If the Bus Stop pole, bench, shelter, or other amenities must be removed during construction, the Requesting Party, property owner, developer or contractor must submit engineering drawings of the Bus Stop layout before and after the construction.

5.0 Definitions:

- 5.1 Bus Stop means a bus stop pole, bench, shelter or other amenities used at bus stop locations.
- 5.2 Far-Side Stops are those Bus Stops located immediately after an intersection, allowing the vehicle to pass through the intersection before stopping for passenger loading and unloading.
- 5.3 Requesting Party means any third party that requests from VTA that a Bus Stop be removed, relocated or modified.

6.0 Summary of Changes:

Initial release.

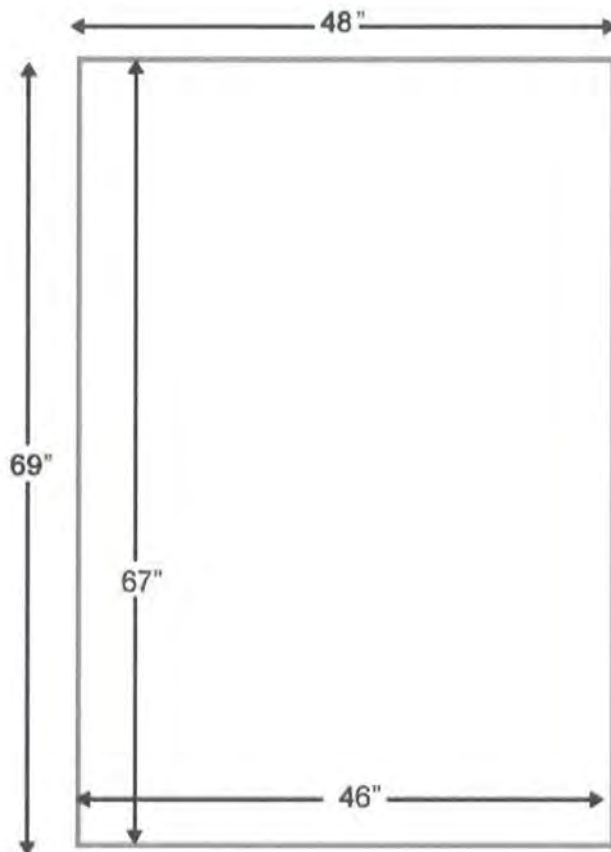


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APPENDIX F: BUS SHELTER ADVERTISING – INDUSTRY SPECIFICATIONS

Specifications



Overall Size: 48" H x 69" W

Copy Area: 67" H x 46" W

(Reference: Outdoor Advertising Association of America)



APPENDIX G: VTA ADVERTISING POLICY

<i>VTA ADVERTISING</i>	POLICY	
	Document Number:	CS-PA-PL-2016
	Version Number:	02

1.0 Purpose:

By implementing this Advertising Policy, VTA intends to establish uniform, viewpoint-neutral standards for the display of advertising on VTA property and equipment.

2.0 Scope:

This policy applies to all advertisements sold through VTA's transit advertising contractor and bus shelter advertising contractor.

3.0 Responsibilities:

3.1 Review of Advertisements

The Advertising Vendor shall review each advertisement submitted for display on or in VTA property or equipment to determine whether the advertisement falls within, or may fall within, one or more of the categories of the "Prohibited Advertising Content" section (i.e. Section 4.3). If the Advertising Vendor determines that an advertisement falls within, or may fall within, one or more of those categories, then the Advertising Vendor shall promptly send the advertisement along with all supporting information (i.e. name of the advertiser, the size and number of advertisements, dates and locations of display, etc.) to the appropriate VTA Contract Administrator ("the Administrator") for review of the advertisement.

3.1.1 Initial Review

Upon VTA Contract Administrator's receipt of the advertisement and supporting information, the Administrator shall review the advertisement and supporting information to determine whether the advertisement falls within one or more of the categories set forth in Section 4.3. In reaching this determination, the Administrator may consider any materials submitted by the advertiser and may consult with the Advertising Vendor. In the event that the Administrator determines that the advertisement does not fall within any of the categories set forth in Section 4.3, the Administrator shall advise the Advertising Vendor that the advertisement is in conformity with VTA's Advertising Policy.

3.1.2 Final Review

In the event that the Administrator determines that the advertisement falls within, or may fall within, one or more of the categories set forth in Section 4.3, then the Administrator shall, in writing, specify which of the categories the advertisement falls within, or may fall within, and shall refer the advertising and supporting information to the VTA General Counsel. Likewise, the General Counsel shall review the advertisement and supporting information to determine whether the advertisement falls within one or more of the categories set forth in Section 4.3. In reaching this determination, the General Counsel may consider any materials submitted by the advertiser and may consult with the Administrator. In the event



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that the General Counsel determines that the advertisement does not fall within any of the categories set forth in Section 4.2, the Administrator shall advise the Advertising Vendor that the advertisement is in conformity with VTA's Advertising Policy.

3.1.3 Rejection of Advertisement

In the event that the General Counsel determines that the advertisement falls within one or more of the categories set forth in Section 4.3, then the General Counsel shall, in writing, specify which of the categories the advertisement falls within, and the Administrator shall advise the Advertising Vendor that VTA has determined that the advertisement is not in conformity with the VTA Advertising Policy.

3.1.4 Opportunity for Revision by Advertiser

In the event that VTA determines that the advertisement falls within one or more of the categories of Section 4.3, the Advertising Vendor may, in consultation with the VTA Contract Administrator, discuss with the advertiser one or more revisions to the advertisement, which, if undertaken, would bring the advertisement into conformity with the VTA Advertising Policy. The advertiser shall then have the option of submitting a revised advertisement for review by VTA.

3.1.5 Formal Determination

In the event that VTA and the advertiser do not reach agreement with regard to a revision of the advertisement, the advertiser may request that VTA memorialize its formal determination in the form of a final written notice of its decision, which shall then be relayed to the advertiser. VTA's formal determination shall be final.

3.1.6 Notification of Non-Complying Advertisements

Notwithstanding the foregoing, if the VTA Contract Administrator and the General Counsel determine at any time that an advertisement already accepted for display by the Advertising Vendor falls within one or more of the categories set forth in Section 4.3, they shall:

- a. in writing, specify which of the categories the advertisement falls within;
- b. notify the advertiser that VTA has determined that the advertisement is not in conformity with its Advertising Policy and that the advertisement shall be promptly removed; and
- c. instruct the Advertising Vendor to remove the advertisement.

3.1.7 Removal of Non-Complying Advertisements

Upon receiving a notification of a non-complying advertisement, the Advertising Vendor:



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- a. shall promptly remove the advertisement;
- b. shall provide the advertiser with a copy of the VTA Advertising Policy; and
- c. may, with the VTA Contract Administrator, discuss with the advertiser one or more revisions to the advertisement, which, if undertaken, would bring the advertisement into conformity with the VTA Advertising Policy, and the advertiser shall have the opportunity for revision as set forth in the "Opportunity for Revision by Advertiser" provision above.

4.0 Policy:

4.1 Objectives

4.1.1 Increase Revenue

VTA transit operations are funded by public funds and fare box revenue. Advertising revenue is an important additional source of income that supports transit operations. Therefore, VTA's fundamental purpose in accepting advertising is to generate revenue to augment VTA's operating budget.

4.1.2 Promote VTA's Mission

VTA's mission is to provide sustainable, accessible, community-focused transportation options that are innovative, environmentally responsible, and promote the vitality of its region. Consistent with this stated purpose, VTA will accept advertising that will allow VTA to accomplish the following:

- a. Maximize revenue by attracting, maintaining, and increasing ridership;
- b. Maintain the safe and orderly operation of VTA;
- c. Prevent the appearance of favoritism by VTA;
- d. Prevent the risk of imposing views on a captive audience;
- e. Maintain a position of neutrality on controversial issues;
- f. Preserve the marketing potential of the advertising space by avoiding content that the community could view as offensive, inappropriate or harmful to the public generally or to minors in particular;
- g. Avoid claims of discrimination and maintaining a non-discriminatory environment for riders;
- h. Prevent any harm or abuse that may result from running controversial or offensive advertisements; and
- i. Reduce the diversion of resources from transit operations that are caused by controversial or offensive advertisements.

4.1.3 Retain Non-Public Forum Status of VTA's Advertising Space

Through this Advertising Policy, VTA intends to ensure that its advertising spaces constitute non-public fora. In keeping with this specified intention, VTA will reject any advertising material that will create a public forum for expressive



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activities, and VTA will actively enforce the viewpoint-neutral restrictions set forth in the Advertising Policy.

4.2 Permitted Advertising Content

The following classes of advertising are authorized (subject to the exclusions set forth under "Prohibited Advertising Content" below):

4.2.1 Commercial and Promotional Advertising

- a. Advertising that promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events programs, transactions, donations, products, or property (real or personal) for commercial purposes; or
- b. Advertising that generally promotes an entity that engages in the sale, rental, distribution or availability of goods, services, food, entertainment, events programs, transactions, donations, products, or property (real or personal) for commercial purposes.

4.2.2 Public Service Announcements

VTA will, from time to time, make advertising space available for public service announcements ("PSA") proposed by non-profit corporations. In order to be permissible, proposed PSA must meet the following criteria:

- 4.2.2.1 The sponsor of a PSA must be a governmental entity or a nonprofit corporation that is exempt from taxation under Internal Revenue Code Section 501(c)(3).
- 4.2.2.2 Content must be directed to the general public or a significant segment of the public and relate to:
 - 1. Prevention or treatment of illnesses;
 - 2. Promotion of safety or personal well-being;
 - 3. Education or training;
 - 4. Provision of children and family services;
 - 5. Solicitation by broad-based contribution campaigns which provide funds to multiple charitable organizations; or
 - 6. Provision of services and programs that provide support to low income citizens, senior citizens, and people with disabilities.

4.2.2.3 The PSA may be required to bear the following legend if the sponsor is not readily or easily identifiable from the content or copy of the proposed PSA: "This message is sponsored by _____"



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4.3 Prohibited Advertising Content

The following classes of advertising are prohibited:

Advertisements that contain:

- 4.3.1 Demeaning or disparaging material
Content that a reasonably prudent person who is knowledgeable of VTA's ridership and using prevailing community standards would believe ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.
- 4.3.2 Profanity
Content that includes profane language.
- 4.3.3 Violence
Content that depicts an image or contains description of graphic violence, including but not limited to:
 - a. The depiction of human or animal bodies, body parts or fetuses, in states of mutilation, dismemberment, decomposition or disfigurement; or
 - b. The depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.
- 4.3.4 Unlawful goods or services
Content that promotes, encourages, or appears to promote or encourage the use or possession of unlawful or illegal goods or services.
- 4.3.5 Unlawful conduct
Content that promotes, encourages, or appears to promote or encourage unlawful or illegal behavior or activities.
- 4.3.6 Obscenity or nudity
Content that depicts obscene material or images of nudity. Content shall be considered "obscene" if an average person would find that the material, taken as a whole, appeals to a lewd curiosity; depicts or describes, in an offensive way, sexual conduct or excretory functions; and, taken as a whole, lacks serious literary, artistic, political, or scientific value. "Nudity" is construed as the depiction of a state of undress as to expose any part or portion of the pubic or anal region or genitalia of any person or any portion of the breast at or below the areola thereof of any female person.



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- 4.3.7 Prurient sexual suggestiveness
Content that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults in sex.
- 4.3.8 "Adult" goods or services
Content that promotes, encourages, or appears to promote or encourage a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with films rated "X" or "NC-17," video games rated M or AO, adult products, adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.
- 4.3.9 Advertisements that promotes the sale or use of any of the following:
 - a. Alcohol
Content that advertises an alcohol product or a brand of alcohol products.
 - b. Firearms
Content that advertises a firearm or a brand of firearms and/or contains an image of a firearm in the foreground of the main visual.
 - c. Tobacco
Content that promotes the sale or use of tobacco or tobacco-related products (e.g., chewing tobacco, snuff, electronic cigarettes, etc.), including but not limited to depicting such products.
 - d. Marijuana
Content that promotes the sale or use of marijuana or cannabis related products, including but not limited to depicting such images.
- 4.3.10 Advertisements which are to the knowledge of the Vendor:
 - a. False, misleading, or deceptive;
 - b. Defamatory or likely to scorn or ridicule any person or group;
 - c. Obscene or pornographic according to local community standards; or
 - d. Advocates lawlessness or violent action.



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4.3.11 Political

- a. Advertisements promoting or opposing a political party, or promoting or opposing the election of any candidate or group of candidates for federal, state, judicial, or local government offices; or
- b. Advertisements that are political in nature or contain political messages, including but not limited to those involving an issue that directly or indirectly implicates the action, inaction, prospective action or policies of a governmental entity.

4.3.12 Religious Advertisements containing images or content intended to promote a particular religion, religious idea or viewpoint.

4.3.13 Adverse to VTA

- a. Advertisements that contain material that is adverse to the commercial and administrative interests of VTA; or
- b. Advertisements that tend to disparage VTA’s services and/or public transportation generally.

5.0 *Definitions:*
N/A.

6.0 *Summary of Changes:*

The policy reflects the following changes to Prohibited Advertising Content (4.3)...

In section 4.3.9(c), expanded the description of tobacco-related products with examples such as chewing tobacco, snuff, and electronic cigarettes.

Added section 4.3.9(d) to include Marijuana or cannabis related products as Prohibited Advertising Content.






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7.0 *Approval Information:*

<i>Prepared by</i>	<i>Reviewed by</i>	<i>Approved by</i>
 Dino Guevarra Manager, Marketing & Business Development	 Bernice Alaniz Director of Communications	 Nuria I. Fernandez General Manager

November 7, 2016
Date Signed



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APPENDIX H: VTA ADVERTISING PARTNERS

VTA ADVERTISING PARTNERS

(Subject to change; list as of December 2017)

ADA Tour de Cure
Bike Festival
Cinequest
Cirque Du Soleil
Comic Con
Downtown Ice
Earthquakes Partnership
Farmers' Market
Great America Partnership
Mountain View Festivals
Pumpkins in the Park
Rock 'n' Roll 1/2 Marathon
Rose, White, & Blue Parade
San Jose Public Library
Santa Clara County Library
Silicon Valley Sevens Rugby
SJ Jazz Summerfest
Step Out for Diabetes
Viva Calle
YouthLive Annual Gala



APPENDIX I: INDEMNITY AND INSURANCE REQUIREMENTS

Selected Respondent shall maintain Insurance limits no less than:

A. General Liability

\$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. If a Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability

\$2,000,000.00 combined single limit per accident for bodily injury and property damage.

C. Workers' Compensation and Employers Liability

Statutory Workers' Compensation limits and Employers Liability limits of \$1,000,000.00 per accident.

D. Professional Liability

\$2,000,000.00 each occurrence/aggregate minimum limit per claim.

E. Railroad Protective Liability

\$2,000,000.00 Combined Single Limit for bodily injury and property damage, with \$6,000,000.00 annual aggregate



APPENDIX J: BILL OF SALE

BILL OF SALE

SECTION I. DESCRIPTION OF ITEM TRANSFERRED:

The item(s) transferred are: [list number] bus shelters, which bus shelters are listed on **Attachment A** hereto ("Listed Bus Shelters").

SECTION II. STATEMENT OF FACTS.

For good and valuable consideration, which compensation is set forth in the **"TRANSIT SHELTER ADVERTISING PROGRAM AGREEMENT BETWEEN SANTA CLARA COUNTY TRANSIT DISTRICT AND PATRICK MEDIA GROUP, INC."** dated June 9, 1994, as amended, Clear Channel Outdoor, Inc. ("Transferor"), effective January 1, 2018, has granted, bargained, sold, released and confirmed and by these presents does grant, bargain, sell, release and confirm unto the Santa Clara Valley Transportation Authority ("VTA"), all right, title and interest of Transferor in and to the Listed Bus Shelters.

SECTION III. TRANSFEROR'S CERTIFICATION.

Transferor certifies under penalty of perjury under the laws of the State of California that the following is true and correct: (1) Transferor is the lawful owner(s) of the Listed Bus Shelters; (2) Transferor has the right to sell or otherwise transfer the Listed Bus Shelters; and (3) Transferor guarantees and will defend the title to the unit against the claims and demands of any and all persons arising prior to this date; and (4) the Listed Bus Shelters are free of all liens and encumbrances.

Dated this _____ day of _____, 20__ at _____, California.

Clear Channel Outdoor, Inc.

By: _____

Name:

Title: