

**From:** VTA Board Secretary  
**Sent:** Tuesday, June 2, 2026 11:24 AM  
**To:** VTA Board of Directors  
**Subject:** From VTA: April 2026 Ridership Memo

**VTA Board of Directors:**

Attached is a memorandum from Nauri Singh, Chief Operating Officer, regarding VTA ridership for April 2026.

If you have any questions, please reply to this e-mail.

Thank you,

Office of the Board Secretary  
Santa Clara Valley Transportation Authority  
3331 North First Street, Building B  
San Jose, CA 95134-1927  
Phone **408-321-5680**



Date: June 1, 2026  
Current Meeting: NA  
Board Meeting: June 4, 2026

## BOARD MEMORANDUM

**TO:** Santa Clara Valley Transportation Authority  
Board of Directors

**THROUGH:** Carolyn M Gonot, General Manager/CEO *Carolyn M Gonot*

**FROM:** Naunihal (Nauni) Singh, Chief Operating Officer *Naunihal Singh*

**SUBJECT:** VTA Ridership – April 2026

Policy-Related Action: NA

Government Code Section 84308 Applies: No

## INFORMATION ITEM

### **EXECUTIVE SUMMARY:**

To present the monthly bus and light rail ridership performance of the Santa Clara Valley Transportation Authority.

### **STRATEGIC PLAN/GOALS:**

The report is an information item only.

### **BACKGROUND:**

VTA ridership report is routinely produced following each month. This report is for the month of April 2026.

### **CLIMATE IMPACT:**

The report is an information item and will have no impact on climate change.

### **DISCUSSION:**

April 2026 total monthly system ridership was 2,455,570, an increase of 12.5% compared to April 2025. The total monthly bus ridership was 2,040,080, an increase of 8.9% compared to April 2025. The total monthly light rail ridership was 415,490, an increase of 35% compared to April 2025. The average weekday system ridership for April 2026 increased by 13.5%. Calendar year-to-date system ridership (bus and light rail) was 9,496,382, an increase of 25% compared to calendar year 2025.

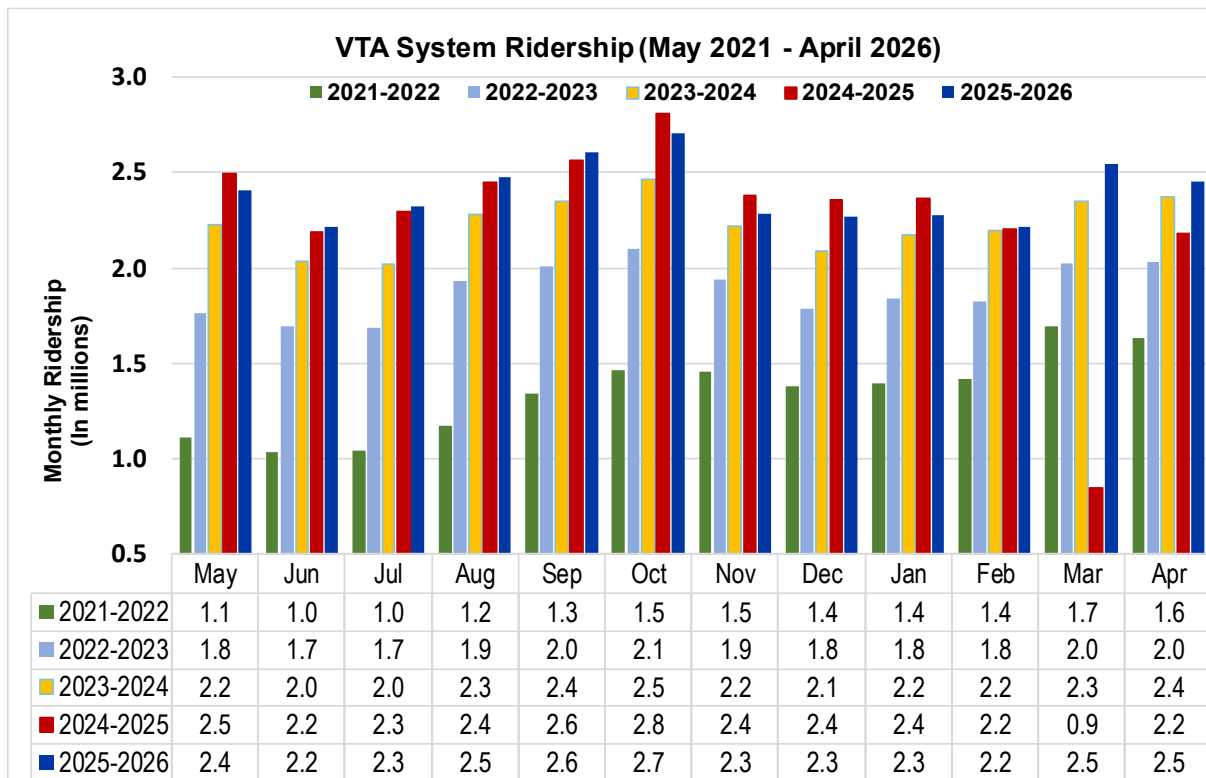
There was a light rail shut down from beginning of service Saturday, April 18 through the end of service on Sunday, April 19 between Old Ironsides to Baypointe due to rail rehabilitation.

Special Events: There were no special events at Levi's Stadium in April 2026.

VTA Ridership	Monthly			Calendar Year-to-Date		
	Current (Apr 2026)	Prior year (Apr 2025)	Percent Change	Current (Jan'26-Apr'26)	Prior year (Jan'25-Apr'25)	Percent Change
Bus	2,040,080	1,874,111	8.9%	7,879,522	6,446,952	22.2%
Average Weekday	78,002	70,975	9.9%	76,065	73,507	3.5%
Average Saturday	44,262	42,894	3.2%	44,266	38,327	15.5%
Average Sunday / Holiday	36,747	35,271	4.2%	36,747	36,023	2.0%
Light Rail	415,490	307,670	35.0%	1,616,860	1,152,943	40.2%
Average Weekday	15,670	11,544	35.7%	14,951	13,215	13.1%
Average Saturday	9,238	7,595	21.6%	10,311	7,001	47.3%
Average Sunday / Holiday	8,449	5,831	44.9%	9,486	6,330	49.9%
System	2,455,570	2,181,781	12.5%	9,496,382	7,599,895	25.0%
Average Weekday	93,672	82,519	13.5%	91,016	86,722	5.0%
Average Saturday	53,500	50,489	6.0%	54,577	45,328	20.4%
Average Sunday / Holiday	45,196	41,102	10.0%	46,233	42,353	9.2%

Note: CY 2025 was impacted by service disruptions in March 2025.

The system ridership (Bus and light rail) in millions for 2021-2026 (rolling 12 months) is presented in the chart below:



Note: May 2021 through the next two-year period was impacted by the COVID-19 pandemic.

The boardings per total hour and boardings per revenue hour for bus and rail for April 2026 are shown in the table below:

	Boardings per Total hour <sup>1</sup>			Boardings per Revenue hour <sup>2</sup>		
	April 2026	April 2025	Percent Change	April 2026	April 2025	Percent Change
Bus	16.0	14.8	7.9%	17.0	15.8	7.8%
Light Rail	29.9	23.0	30.0%	32.1	24.7	30.0%

Total hours – Includes revenue hours and deadhead hours (hours that a vehicle travels when out of revenue service). <sup>2</sup> Revenue hours - Scheduled hours of service available to passengers for transport on the routes. Includes recovery/layover time.

**From:** VTA Board Secretary

**Sent:** Tuesday, June 2, 2026 12:39 PM

**To:** VTA Board of Directors; VTA Advisory Committee Members

**Subject:** From VTA: Ohlone-Chynoweth Station TOD Community Open House

**Board of Directors and Advisory Committee Members:**

Please see the information below and attached about the Ohlone Chynoweth Station Transit Oriented Development Open House from Anthony Lopez, Public Communications Specialist. Please share with your networks.

Thank you,

Office of the Board Secretary

Santa Clara Valley Transportation Authority

3331 North First Street, Building B

San Jose, CA 95134-1927

Phone **408-321-5680**



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## **Community Open House Ohlone-Chynoweth Station Transit-Oriented Development (TOD)**

The Santa Clara Valley Transportation Authority (VTA) invites you to participate in a community open house to discuss a proposed Transit-Oriented Development (TOD) at the Ohlone-Chynoweth Station Park & Ride lot located along Chynoweth Avenue at Pearl Avenue.

### **Event details:**

Saturday, June 20, 2026

10:00 a.m. – 11:30 a.m.

Gunderson High School, Multipurpose Room

622 Gaundabert Lane, San José, CA 95136

Drop in any time between 10 and 11:30 a.m. This open house will provide an opportunity to:

- Learn about the TOD Program and its potential benefits for the neighborhood.
- Ask questions and share your thoughts about the project with VTA staff.
- Guide the development of the project to reflect community values and priorities.

Family-friendly event with activities for children! Refreshments will be served.

**Local Transit:** A short walk from the VTA Blue Line Light Rail or Bus Routes 64A, 83, and 102.

Please register in advance to receive email reminders and project updates. You can register at [Ohlone-TOD-June-20.eventbrite.com](https://www.eventbrite.com/e/Ohlone-TOD-June-20).

Vietnamese, Chinese, and Spanish translations will be provided at the meeting. For other language services or accommodation, please contact VTA Community Outreach at (408) 321-7575/TTY (408) 321-2330, or email [community.outreach@vta.org](mailto:community.outreach@vta.org), by 6/15/2026.

Additional information is available at [vta.org/ohlonechynowethdevelopment](http://vta.org/ohlonechynowethdevelopment).

Kindly,

**Anthony Lopez**

Public Communications Specialist

Santa Clara Valley Transportation Authority

## Reunión comunitaria de puertas abiertas - Desarrollo orientado al transporte público de la Estación Ohlone-Chynoweth

20 de junio de 2026

10:00 a.m. - 11:30 a.m.

Escuela Secundaria Gunderson (Gunderson High School), Sala Multiusos  
622 Gaundabert Lane San José, CA 95136

Santa Clara Valley Transportation Authority (VTA) le invita a participar en una reunión comunitaria de puertas abiertas para discutir una propuesta de Desarrollo Orientado al Transporte Público (TOD, por sus siglas en inglés) en el lote de estacionamiento Park & Ride de la Estación de Ohlone-Chynoweth, ubicado en Chynoweth Avenue y Pearl Avenue.

Visitenos entre las 10 a 11:30 a.m. Esta reunión de puertas abiertas le brindará la oportunidad de:

- Informarse sobre el Programa TOD y sus posibles beneficios para el vecindario.
- Hacer preguntas y compartir sus opiniones sobre el proyecto con el personal de VTA.
- Guiar el desarrollo del proyecto para que refleje los valores y prioridades de la comunidad.

¡Será un evento familiar con actividades para niños! Se servirán refrigerios.

**Transporte público local:** A poca distancia a pie del tren ligero VTA Blue Line o de las rutas de autobús 64A, 83 y 102. Regístrese con anticipación para recibir recordatorios por correo electrónico y actualizaciones del proyecto.

Puede inscribirse visitando

[Ohlone-TOD-June-20.eventbrite.com](https://www.eventbrite.com/Ohlone-TOD-June-20).

En la reunión se proporcionarán traducciones al vietnamita, chino y español. Para otros servicios de idiomas o adaptaciones, comuníquese con VTA Community Outreach al (408) 321-7575/TTY (408) 321-2330, o envíe un correo electrónico a [community.outreach@vta.org](mailto:community.outreach@vta.org), antes del 15/6/2026. Para obtener más información, visite [vta.org/ohlonechynowethdevelopment](http://vta.org/ohlonechynowethdevelopment).

## Buổi Giao Lưu Cộng Đồng – Phát Triển Theo Định Hướng Phương Tiện Công Cộng của Trạm Ohlone-Chynoweth

Ngày 20 tháng 6 năm 2026

10 giờ sáng đến 11 giờ 30 sáng

Gunderson High School, Multi-Purpose Room  
622 Gaundabert Lane San José, CA 95136

Cơ Quan Giao Thông Vận Tải Thung Lũng Santa Clara (VTA) mời quý vị tham gia buổi giao lưu cộng đồng để thảo luận về đề xuất Phát Triển Theo Định Hướng Phương Tiện Công Cộng (TOD) tại bãi Park & Ride của Trạm Ohlone-Chynoweth nằm ở North Capitol Avenue và Camino Del Rey.

Quý vị có thể ghé thăm sự kiện bất kỳ lúc nào trong khoảng thời gian từ 10 giờ sáng đến 11 giờ 30 sáng. Buổi giao lưu này sẽ cung cấp cơ hội để quý vị:

- Tìm hiểu về Chương Trình TOD và những lợi ích tiềm năng đối với khu vực lân cận.
- Đặt câu hỏi và chia sẻ suy nghĩ của quý vị về dự án với nhân viên VTA.
- Hướng dẫn phát triển dự án để phản ánh các giá trị và ưu tiên của cộng đồng.

Đây là sự kiện giành cho gia đình, nơi có nhiều hoạt động dành cho trẻ em! Đồ ăn nhẹ sẽ được phục vụ.

**Phương Tiện Công Cộng Địa Phương:** Chỉ cách tuyến tàu điện nhẹ VTA Blue Line hoặc các tuyến xe buýt 64A, 83 và 102 một quãng đi bộ ngắn. Vui lòng đăng ký trước để nhận email nhắc nhở và cập nhật dự án.

Quý vị có thể đăng ký tại

[Ohlone-TOD-June-20.eventbrite.com](https://www.eventbrite.com/Ohlone-TOD-June-20).

Các bản dịch tiếng Việt, tiếng Trung và tiếng Tây Ban Nha sẽ được cung cấp tại cuộc họp. Đối với các dịch vụ ngôn ngữ hoặc hỗ trợ khác, vui lòng liên hệ với ban Tiếp Cận Cộng Đồng (Community Outreach) của VTA theo số (408) 321-7575/TTY (408) 321-2330, hoặc gửi email cho [community.outreach@vta.org](mailto:community.outreach@vta.org), chậm nhất vào ngày 15 tháng 6 năm 2026. Thông tin bổ sung có sẵn tại [vta.org/ohlonechynowethdevelopment](http://vta.org/ohlonechynowethdevelopment).

## 社區開放日-Ohlone-Chynoweth 站公交導向型開發專案

2026年6月20日

10:00 a.m. - 11:30 a.m.

Gunderson High School,  
多功能廳 (Multipurpose Room)  
622 Gaundabert Lane San José, CA 95136

聖達卡拉穀交通局 (VTA) 誠摯邀請您參加社區開放日活動，共同探討位於 Chynoweth 大街與 Pearl 大街交匯處的 Ohlone-Chynoweth 車站“停車換乘” (Park & Ride) 停車場擬建的“以公共交通為導向的開發”(Transit-Oriented Development (TOD)) 項目。

在10:00和11:30 a.m. 之間的任何時間都可以過來。這個開放日將提供以下機會：

- 瞭解此 TOD 項目及其對社區的潛在益處。
- 向 VTA 工作人員提問並分享您對該項目的看法。
- 指導此專案的開發，以反映社區重視的事項和優先事項。

這個開放日是一個舉行適合家庭的活動，還有兒童活動！會提供一頓簡單的點心早餐。當地交通：可乘坐 VTA 橋線輕軌或從 70 路公車站下車步行即可到達 請提前登記，以便接收電子郵件提醒和專案更新資訊。您可以在 [Ohlone-TOD-June-20.eventbrite.com](https://www.eventbrite.com/Ohlone-TOD-June-20) 上登記。

會議將提供越南語、中文和西班牙語翻譯。如需其他翻譯服務或便利，請於 2026 年 6 月 15 日前致電 (408) 321-7575/TTY (408) 321-2330 或發送電子郵件至 [community.outreach@vta.org](mailto:community.outreach@vta.org)。如需更多資訊，請訪問 [vta.org/ohlonechynowethdevelopment](http://vta.org/ohlonechynowethdevelopment)。



**Register Here!**  
**Regístrese aquí**  
**Đăng Ký Tại Đây**  
請在此登記

## Community Open House

# Ohlone-Chynoweth Station Transit-Oriented Development (TOD)

Saturday, June 20, 2026

10:00 a.m. – 11:30 a.m.

Gunderson High School, Multipurpose Room  
622 Gaundabert Lane San José, CA 95136

The Santa Clara Valley Transportation Authority (VTA) invites you to participate in a community open house to discuss a proposed Transit-Oriented Development (TOD) at the Ohlone-Chynoweth Station Park & Ride lot located along Chynoweth Avenue at Pearl Avenue.

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- Guide the development of the project to reflect community values and priorities.

Family-friendly event with activities for children!  
Refreshments will be served.

**Local Transit:** A short walk from the VTA Blue Line Light Rail or Bus Routes 64A, 83, and 102.

Please register in advance to receive email reminders and project updates.

You can register at

[Ohlone-TOD-June-20.eventbrite.com](https://www.vta.org/ohlone-tod-june-20).

Vietnamese, Chinese, and Spanish translations will be provided at the meeting. For other language services or accommodation, please contact VTA Community Outreach at (408) 321-7575/TTY (408) 321-2330, or email [community.outreach@vta.org](mailto:community.outreach@vta.org), by 6/15/2026. Additional information is available at [vta.org/ohlonechynowethdevelopment](https://vta.org/ohlonechynowethdevelopment).



Register Here!  
Registrese aquí  
Đăng Ký Tại Đây  
請在此登記

**From:** VTA Board Secretary

**Sent:** Tuesday, June 2, 2026 2:31 PM

**To:** VTA Board of Directors

**Subject:** From VTA: Protest for Transit Advertising Program

VTA Board of Directors,

Please see message below from Nicole Chapman, Director of Procurement, Contracts & Business Development, regarding the protest received for RFP S25242 for Transit Advertising Program.

Thank you,

Office of the Board Secretary

Santa Clara Valley Transportation Authority

3331 North First Street, Building B

San Jose, CA 95134-1927

Phone **408-321-5680**



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Dear Board Members,

A bid protest was filed on the subject Request for Proposal on June 1, 2026, through the protester's law firm, Rogers Joseph O'Donnell. A copy of the bid protest is attached. This is to inform you that VTA's Procurement Department has received the protest and will be responding to the protest in accordance with VTA's Protest Procedures. To this end, please do not communicate directly with the protester or their legal counsel, so that VTA Procurement can address this protest per our established procedures.

Please be advised that this item was deliberated at the Finance, Audit & Administration (FAA) Committee on May 21, 2026. The Committee raised issues that included certain inconsistencies and lack of clarity on the scope and revenue pricing. Staff was instructed to return to the Committee with a recommendation on the next steps on this procurement. The item was not approved to move forward to the full Board agenda.

We anticipate providing a response to the protest by the end of June, if not earlier.

Very truly,

**Nicole Chapman**

Director of Procurement, Contracts & Business Development

Santa Clara Valley Transportation Authority

3331 North First Street, Building B

San Jose, CA 95134-1927



**ROGERS JOSEPH O'DONNELL**

Aaron P. Silberman  
415.365.5339 (d)  
asilberman@rjo.com

415.956.2828 (t)  
415.956.6457 (f)  
  
202.777.8950 (t)  
202.347.8429 (f)  
  
www.rjo.com

Robert Dollar Building  
311 California Street, 10th Flr.  
San Francisco CA 94104

1500 K Street, NW, Suite 800  
Washington DC 20005

June 1, 2026

**VIA E-MAIL**

Board Secretary <a href="mailto:board.secretary@vta.org">board.secretary@vta.org</a>	Sergio Lopez (Chair), Campbell <a href="mailto:sergio.lopez@campbellca.gov">sergio.lopez@campbellca.gov</a>
Matt Mahan (Vice Chair), San José <a href="mailto:district10@sanjoseca.gov">district10@sanjoseca.gov</a>	Rosemary Kamei, San José <a href="mailto:district1@sanjoseca.gov">district1@sanjoseca.gov</a>
Pam Foley, San José <a href="mailto:district9@sanjoseca.gov">district9@sanjoseca.gov</a>	David Cohen, San José <a href="mailto:david.cohen@sanjoseca.gov">david.cohen@sanjoseca.gov</a>
Domingo Candelas, San José <a href="mailto:district8@sanjoseca.gov">district8@sanjoseca.gov</a>	Jonathan Weinberg, Los Altos <a href="mailto:jweinberg@losaltosca.gov">jweinberg@losaltosca.gov</a>
Linda Sell, Sunnyvale <a href="mailto:lsell@sunnyvale.ca.gov">lsell@sunnyvale.ca.gov</a>	Sudhanshu “Suds” Jain, Santa Clara <a href="mailto:sjain@santaclaraca.gov">sjain@santaclaraca.gov</a>
Mark Turner, Morgan Hill <a href="mailto:mark.turner@morganhill.ca.gov">mark.turner@morganhill.ca.gov</a>	Margaret Abe-Koga, Santa Clara County <a href="mailto:district5@bos.sccgov.org">district5@bos.sccgov.org</a>
Sylvia Arenas, Santa Clara County <a href="mailto:district1@bos.sccgov.org">district1@bos.sccgov.org</a>	

Re: RFP S25242 for Transit Advertising Program  
Clear Channel Outdoor, LLC’s Protest of VTA’s Recommended Award  
June 4, 2026 Board of Directors Meeting

Dear Chairperson Lopez, Vice Chairperson Mahan, and Honorable Members of the VTA Board of Directors:

My firm represents Clear Channel Outdoor (“CCO”). I write to inform you that CCO has formally filed a protest concerning the recommendation to award VTA RFP S25242 for the Transit Advertising Program to Outfront Media Group, LLC.

CCO’s proposal substantially exceeded the recommended proposal from a financial standpoint. Specifically, CCO proposed approximately \$22.05 million in Minimum Annual Guarantee (“MAG”) payments, or a 70.5% revenue share, whichever is greater, over the base term and option periods. In comparison, Outfront’s proposal provides approximately \$15.3 million in MAG payments and a 55% revenue share.

Chairperson Lopez,  
Vice Chairperson Mahan,  
Honorable Members of the VTA Board of Directors  
June 1, 2026  
Page 2

As a result, VTA is poised to approve a contract that would generate at least \$3.25 million less revenue during the initial five-year term alone, and at least \$6.75 million less revenue over the full potential contract term, than CCO's proposal.

Put simply, approving the current recommendation would forgo millions of dollars in additional revenue that could otherwise benefit VTA operations, taxpayers, and riders.

CCO's protest also raises significant concerns regarding the transparency and consistency of the evaluation process, particularly in light of CCO's longstanding experience managing and maintaining VTA assets and its extensive expertise in transit advertising operations.

We respectfully urge the Board to carefully review the protest and fully consider the substantial financial implications before taking final action on the proposed award.

Thank you for your consideration and service to the community.

Very truly yours,



Aaron P. Silberman

APS:sci  
Encl.

## ROGERS JOSEPH O'DONNELL

Aaron P. Silberman  
415.365.5339 (d)  
asilberman@rjo.com

415.956.2828 (t)  
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Robert Dollar Building  
311 California Street, 10th Flr.  
San Francisco CA 94104

202.777.8950 (t)  
202.347.8429 (f)

1500 K Street, NW, Suite 800  
Washington DC 20005

www.rjo.com

June 1, 2026

### **VIA E-MAIL & CERTIFIED MAIL**

[procurement@vta.org](mailto:procurement@vta.org)

Santa Clara Valley Transportation Authority (VTA)  
Procurement and Contracts Department  
Attention: Chief Procurement Officer  
3331 North First Street, Building B  
San Jose, CA 95134

Re: RFP S25242 for Transit Advertising Program  
Interested Party/Protester: Clear Channel Outdoor, LLC  
Designated Point of Contact: Erik Neese, Vice President of Real Estate,  
Northern California; [ErikNeese@clearchannel.com](mailto:ErikNeese@clearchannel.com); 555 12th St.,  
Ste. 950, Oakland, CA 94607; 510.446.7249

Dear Chief Procurement Officer or Designee:

Protester, Clear Channel Outdoor, LLC (“Clear Channel”), timely submitted a proposal in response to the RFP and received the second-highest score from the VTA. As such, it qualifies as an Interested Party under the VTA Protest Procedures and the RFP.

Clear Channel protests VTA’s Notice of Recommended Award to Outfront Media Group, LLC (“Outfront”) on the ground that VTA did not evaluate and score the proposals in accordance with the RFP and, had it done so, Clear Channel would have received the high score and so been in-line for the contract award. As described below, Clear Channel’s proposal was clearly, objectively superior to Outfront’s proposal under the “Revenue” scoring criterion and was objectively superior or equal to Outfront’s proposal under the remaining scoring criteria, such that VTA could not have reasonably scored Outfront higher than Clear Channel.

Clear Channel requests that you direct VTA to delay award of the Contract while this Protest is pending and that you grant this Protest and direct VTA to withdraw its notice of recommended award to Outfront and to instruct its evaluation committee to rescore the proposals in accordance with the RFP.

Chief Procurement Officer  
 June 1, 2026  
 Page 2

## I. RELEVANT FACTS

### A. The RFP

On November 4, 2025, VTA issued the RFP. Exh. A. The RFP sought proposals from qualified firms “to provide transit advertising services ... to utilize VTA’s fleet of buses, light rail vehicles, and other transit assets designed to produce maximum advertising income for VTA.” *Id.*, p. 3.

Among other things, the RFP provided the following:

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposer 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.

Exh. A, § I.F (p. 6).

Section III notified Proposers how proposals would be evaluated and selected for award. Subsection A provided:

**A. EVALUATION CRITERIA:** The following criteria will be used to evaluate Proposals:

<b>Qualification of the Firm</b>	<b>40 Points</b>
<b>Revenue</b>	<b>40 Points</b>
<b>Staffing and Project Organization</b>	<b>10 Points</b>
<b>Work Plan / Project Understanding</b>	<b>10 Points</b>

Exh. A, § III.A (p. 9). That subsection described what the VTA evaluation committee would consider in scoring proposals under each of these criteria. *Id.*, § III.A.1-4 (pp. 9-10).

Subsection III.C. stated:

Upon completion of a successful negotiation, VTA will issue a Notice of Recommended Award.

Exh. A, § III.C (pp. 10-11).

Regarding protests, the RFP stated:

Chief Procurement Officer  
June 1, 2026  
Page 3

Proposers must adhere to the VTA Protest Procedures located at <https://www.vta.org/sites/default/files/2024-08/VTA-Protest-Procedures.pdf>.

Exh. A, § VII (p. 13). The VTA Protest Procedures provide that:

Interested Parties responding to a Procurement may submit a written objection or complaint to: ... (b) the recommended award of a Contract, ... in accordance with these VTA Protest Procedures. [§ 1.2]

VTA will review and resolve each Protest fairly and equitably in accordance with these VTA Protest Procedures. [§ 1.3]

Protests regarding the Notice of Recommended Award for a Solicitation may be made by an Interested Party that has submitted an unsuccessful Offer. Any Protest regarding the Notice of Recommended Award must be filed with VTA within five (5) business days after the date VTA issues the Notice of Recommended Award. [§ 2.3]

A Protest under this Section 2.0 must contain a full and complete written statement specifying in detail the grounds of the Protest and the facts supporting the Protest as further described in Section 4.0. [§ 2.4]

*Id.* (at link cited in RFP).

On December 18, 2025, VTA issued Addendum No. 1 to the RFP, extending the Deadline to Submit Proposals to January 23, 2026. Exh. B.

## **B. The Proposals**

On January 23, 2026, Clear Channel timely submitted a proposal in response to the RFP. Exh. C. On March 18, Clear Channel proposed in its Best And Final Offer (BAFO) to pay VTA an average \$2.35M in Minimum Annual Guarantee (MAG) or 70.5% revenue share, whichever is greater, generating at least \$11.75M over the term of the five-year agreement and at least \$22.05M in revenue to VTA including the option terms. Exh. D, Clear Channel Cost Proposal Form BAFO.

Chief Procurement Officer  
June 1, 2026  
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Clear Channel is informed and believes the following:<sup>1</sup> Outfront and Intersection Media also submitted proposals. Exh. E (5/15/26 VTA CPO Memo). Outfront proposed in its BAFO to pay VTA an average \$1,7M in MAG or 55% revenue share, whichever is greater, generating at least \$8.5M over the term of the five-year agreement and at least \$15.30M in revenue to VTA including the option terms. Exh. E; Exh. F (5/21/26 VTA Finance, Audit & Administration Committee (FAAC) Meeting Agenda, p. 14).

In other words, Outfront proposed at least \$3.25M less in revenue to VTA over the five-year base contract term, and at least \$6.75M less in revenue to VTA including the option terms, than Clear Channel's proposal.

### **C. VTA Notices and Clear Channel Public Records Request**

On April 7, 2026, VTA issued a Notice of Intent to Award, stating "that VTA will enter into negotiations with the highest ranked Proposer, [Outfront]." Exh. G. In this Notice, VTA informed Clear Channel (and other Proposers): "VTA provides this notice as a courtesy to participating Proposers and reminds them that information related to this solicitation is confidential until such time that VTA successfully concludes negotiations and publishes the Notice of Recommended Award." *Id.*

Just two days later, on April 9, 2026, Clear Channel requested, through a formal California Public Records Act (CPRA) request, the proposals submitted and VTA's evaluation and scoring documents. Exh. H. On April 20, VTA responded that the Contract awarded under the RFP had not been executed and that it would not disclose the requested records until that occurred. Clear Channel followed up on May 18 and 20, yet VTA has still not disclosed any of the requested records, despite having issued its Notice of Recommended Award over a month ago. *Id.*

On April 28, 2026, VTA issued a Notice of Recommended Award, stating "that, subject to approval by VTA Board of Directors, the Contract for Transit Advertising Program under RFP S25242 will be awarded to [Outfront]." Exh. I.

On May 15, 2026, VTA's Chief Planning Officer sent a memorandum to the VTA FAAC recommending that the VTA Board of Directors authorize the VTA General Manager/CEO to execute the Contract with Outfront. Exh. E. The memorandum stated that the evaluation committee ranked Outfront first, Clear Channel second, and Intersection Media third. *Id.*; Exh. F (Regular Agenda, Item 15). As of the date of this Protest, the

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<sup>1</sup> As explained below, since April 2026 Clear Channel has requested under the CPRA that VTA disclose the other Proposers' submitted proposals and VTA's evaluation and scoring documents. VTA has not yet disclosed any of the requested documents.

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recommended award is not on the agenda for the Board's June 4, 2026 meeting. See <https://santaclaravta.iqm2.com/Citizens/FileOpen.aspx?Type=14&ID=4447&Inline=True>

## II. THIS PROTEST IS TIMELY

The RFP contemplated that submitted proposals are VTA property and public records subject to disclosure upon request under the CPRA: "All responses ... related to this RFP and all ... other documentation produced by the Proposer 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.**" Exh. A, § I.F (p. 6) (emphasis added).

While a public agency, like the VTA here, may delay disclosure while it attempts to negotiate a contract with the selected proposer, the CPRA requires disclosure once negotiations are completed. Gov. Code §7922.000; *Michaelis, Montanari & Johnson v. Superior Court* (2006) 38 Cal.4<sup>th</sup> 1065 ("[P]ublic disclosure of the various competing proposals after negotiations are complete, and before the Board finally approves the award of the contract, would give the public and all interested parties ample opportunity to scrutinize and protest the proposed award"; "We conclude the trial court correctly ruled that public disclosure of the competing proposals for the city's lease project properly could await conclusion of LAWA's negotiation process.")<sup>2</sup> VTA confirmed this understanding in its Notice of Intent to Award, stating that VTA was entering into negotiations with Outfront and "that information related to this solicitation is confidential **until such time that VTA successfully concludes negotiations and publishes the Notice of Recommended Award.**" Exh. G (4/7/26 VTA Notice) (emphasis added).

Thus, the RFP contemplated that disappointed proposers would be entitled, upon request, to review the selected proposer's proposal once VTA issued a notice of recommended award. With access to that information, such disappointed proposers could determine whether VTA evaluated and scored the proposals in accordance with the RFP evaluation procedures and criteria and, if not, submit a protest containing "a full and complete written statement specifying in detail the grounds of the Protest and the facts supporting the Protest .... VTA Protest Procedure, § 2.4.

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<sup>2</sup> See also State Contracting Manual, Supplier Selection Basics, § 1404.1 (DGS interprets the CPRA the same way: "Where the solicitation process requires posting a Notice of Intent to Award, procurement documents become public and bidders may request a review of the procurement file after the Notice of Intent to Award is posted.").

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Here, VTA deprived at least one disappointed proposer, Clear Channel, of the ability to protest within five business days of the VTA's issuance of its Notice of Recommended Award. Clear Channel submitted a CPRA request well before the Notice was issued, requiring a response before the Notice date. Exh. H; Gov. Code § 6253(c). Yet VTA denied the request, and, as of the date of this Protest, it still has not produced any of the requested documents. *Id.* By failing to disclose the requested documents once negotiations were concluded and the Notice was issued, VTA has waived its ability to enforce the five-day deadline.<sup>3</sup> Any other result would be patently unfair and would deprive Clear Channel of any effective administrative protest remedy.

### III. THIS PROTEST SHOULD BE GRANTED

#### A. VTA Was Legally Required to Evaluate and Score Proposals in Accordance with the RFP

California competitive bidding law requires public agencies in this state to include in any contract solicitation a clear statement of the requirements bidders must meet to be eligible for award and a clear description of how the agency will evaluate the bids it receives. *Konica Business Machines U.S.A., Inc. v. Regents of University of California*, 206 Cal. App. 3d 449, 456 (1988); *Baldwin-Lima-Hamilton Corp. v. Superior Court*, 208 Cal. App. 2d 803, 821 (1962). Once an agency states its requirements and evaluation method, it must enforce them, and failing to do so renders an award illegal. *Domar Electric, Inc. v. City of Los Angeles*, 9 Cal. 4th 161, 175-76 (1994); *MCM Construction, Inc. v. City and County of San Francisco*, 66 Cal. App. 4th 359, 369 (1998); *Konica*, 206 Cal. App. 3d at 455-56; *Baldwin-Lima-Hamilton*, 208 Cal. App. 2d at 824.

California has adopted the “general rule that bidding requirements must be strictly adhered to in order to avoid the potential for abuse in the competitive bidding process.” *Domar Electric, Inc. v. City of Los Angeles*, 9 Cal. 4th 161, 175-76 (1994). It is axiomatic that the evaluation of bids must be fair and consistent and in accordance with the stated evaluation criteria so as to prevent even the appearance of favoritism, fraud, or corruption. *See, e.g. Ghilotti Constr. Co. v. City of Richmond*, 45 Cal. App. 4th 897, 907 (1996) (contracts awarded without strict compliance with requirements must be set aside “even where it is certain there was in fact no corruption or adverse effect upon the bidding

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<sup>3</sup> Alternatively, to the extent that the deadline were to remain enforceable despite VTA's failure to timely make public information available to proposers, and you were to reject this Protest as untimely, Clear Channel has been given no effective administrative remedy and will be entitled to enforce its rights in a writ of mandate action in state court. Code Civ. Proc. § 1085.

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process, and the deviations would save the entity money”). “Because of the potential for abuse arising from deviations from strict adherence to standards which promote these public benefits, the letting of public contracts universally receives close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside. This preventative approach is applied even where it is certain there was in fact no corruption or adverse effect upon the bidding process.” *Konica*, 206 Cal. App. 3d at 456-57 (1988).

## **B. VTA Did Not Evaluate and Score Proposals in Accordance with the RFP**

VTA found that Outfront’s proposal earned a higher score than Clear Channel’s proposal. Exh. G (4/7/26 VTA Notice). VTA could not have reasonably done so if it had followed the RFP. Even the limited information available to Clear Channel shows that its proposal earned the highest score under the RFP. This is so because Clear Channel clearly and objectively earned significantly higher points than Outfront under the “Revenue” criterion, worth 40 points (40% of the total available points) under the RFP and because Clear Channel earned more or at least equal points under the remaining RFP criteria. At worst, VTA could not have reasonably scored Clear Channel sufficiently lower than Outfront under the non-revenue criteria to negate Clear Channel’s substantial revenue advantage. Finally, it appears that VTA may have improperly scored the proposals based on unstated criteria, contrary to the RFP.

### **1. Clear Channel Was Objectively Entitled to a Substantially Higher Revenue Score than Outfront**

The Revenue criterion was worth 40 points, tied (with firm qualifications) for the most important among the RFP evaluation criteria. Exh. A, § III.A (p. 9). Clear Channel’s BAFO materially exceeded Outfront’s disclosed award terms. Specifically, Clear Channel proposed to pay VTA \$22.05M in total MAG or 70.5% revenue share, whichever is higher, over the base term plus option years. Exh. D (Clear Channel Cost Proposal Form BAFO). In comparison, Outfront proposed \$15.30M in total MAG or 55% revenue share, whichever is higher, over that same period.<sup>4</sup> Exh. E (5/15/26 VTA CPO Memo); Exh. F (5/21/26 VTA FAAC Meeting Agenda, p. 14). In other words, **at a minimum, Clear Channel proposed to pay VTA \$6.75M more than what Outfront proposed (i.e., an increase of more than 30% over Outfront’s proposal)**. And, to the extent that the revenue

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<sup>4</sup> Of note, Outfront, VTA’s incumbent contractor for this work, is currently performing under FY26 contract terms of \$2.9M MAG or 65% revenue share. In this procurement, it proposed, and VTA has recommending acceptance, of significantly lower revenue to VTA: Outfront proposed an average annual MAG of \$1.7M or 55% revenue share.

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share provision is triggered, that premium will only increase due to Clear Channel's higher proposed revenue share percentage – 15.5% higher – than Outfront's proposal.

The RFP does not provide detail regarding how the VTA evaluation committee would derive the proposers' scores for revenue, but, even if it did so based on the minimum objective revenue differences among proposals, Clear Channel should have received a 30% higher score for this criterion. **Out of 40 points, this would have resulted in at minimum a 12-point advantage for Clear Channel over Outfront** (Outfront proposed at least 30% lower revenue, resulting in 40 points for Clear Channel and 28 points for Outfront).

## 2. Clear Channel Was Entitled to a Higher, or at Least Similar, Score to Outfront on the Remaining RFP Evaluation Criteria

Clear Channel's proposal clearly met or exceeded all RFP requirements and objectively earned high scores in the non-revenue evaluation criteria – Qualification of the Firm (40 points), Workplan and Project Understanding (10 points), and Staffing and Project Organization (10 points). At worst, reasonable application of the RFP evaluation criteria to the Clear Channel and Outfront proposals could only have resulted in their receiving comparable scores, far too close to overcome Clear Channel's substantial revenue criterion score advantage (described above).

With regard to the "Qualification of the Firm" criterion, Clear Channel's proposal demonstrated that it is a known and proven VTA partner, not an unknown proposer. Exh. C (Clear Channel Proposed), § 4, pp. 6-9. It has performed well and maintained a strong working relationship with VTA for over 20 years and currently serves as VTA's bus shelter service, maintenance, and advertising provider. *Id.* The VTA's public materials credit Outfront with scope understanding and operational organization, but VTA has not disclosed how Clear Channel's existing VTA relationship, national out-of-home platform, public-agency experience, and proposed innovation plan would merit a lower score than that given to Outfront.

With regard to the "Workplan and Project Understanding" criterion (maximum 10 points), Clear Channel's proposal demonstrated that its operations teams understand transit protocols, including train and bus wrap requirements, and that it also has access to vendors that currently perform wraps and has used those vendors for platform wraps in San Francisco. Exh. C (Clear Channel Proposed), § 7, pp. 15-18. The VTA's public materials do not disclose how Clear Channel's proposal would merit a lower score than that given to Outfront for this criterion.

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With regard to the “Staffing and Project Organization” criterion (maximum 10 points), Clear Channel proposed a deeply transit-experienced team: Approximately 90% of its management team has transit experience, and more than 20 of its sellers have transit backgrounds, supported by clear accountability across sales, operations, installation coordination, and contract administration. Exh. C (Clear Channel Proposed), § 6, pp. 12-14. VTA’s public materials credit Outfront with staffing and labor commitment, but VTA has not provided scorecards or a written rationale explaining why Clear Channel’s local, VTA-experienced staffing plan would merit scoring below that given to Outfront.

### **3. VTA’s Scoring of Proposals Was Improper to the Extent that It Applied Evaluation Criteria Not Stated in the RFP**

Finally, VTA’s materials presented to its Board state that selecting a different proposer could cause VTA to lose two existing digital installations. Exh. E (5/15/26 VTA CPO Memo) (“ALTERNATIVES: [¶] The Board could select a different proposer, however, VTA would lose existing digital advertising installations at Berryessa and Milpitas.”). Nowhere does the RFP state, or even imply, that proposals would be evaluated or scored on this basis. If this issue affected the evaluation committee’s scoring or the VTA’s award recommendation, then VTA improperly gave Outfront an undisclosed incumbent advantage and evaluated proposals based on unstated criteria. Proposers, including Clear Channel, were entitled to have their proposals, including their digital-transition commitments, evaluated and scored solely under the criteria stated in the RFP.

## **IV. CONCLUSION**

VTA’s evaluation and scoring of proposals does not follow the RFP, and, as a result, its recommended award is improper and unlawful. Under the stated RFP criteria, Clear Channel’s proposal was clearly and objectively superior to Outfront’s proposal; as such, Clear Channel was entitled to the recommended award, if any. Accordingly, Clear Channel respectfully requests that you grant this Protest.

Clear Channel reserves all rights and remedies available at law or equity, including judicial relief, should VTA deny this Protest or proceed with award contrary to applicable procurement law.

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Thank you for your prompt and careful attention to this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Aaron P. Silberman". The signature is fluid and cursive, with the first name "Aaron" being the most prominent.

Aaron P. Silberman

APS:sci  
Encl: Exhibits A-I

# **EXHIBIT A**

Request for Proposals  
RFP S25242

# Transit Advertising Program

Date: November 4, 2025  
Lida Delos Santos, Contracts Administrator II

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## RFP S25242 Transit Advertising Program

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**INTRODUCTION:** The Santa Clara Valley Transportation Authority (“VTA”) is the result of a 1995 merger between two previously separate entities: the Santa Clara County Transit District and the Congestion Management Agency for Santa Clara County. VTA is an independent special district responsible for bus and light rail operations, congestion management, specific highway improvement projects and countywide transportation planning. As such, VTA is both an accessible transit provider and multi-modal transportation planning organization involved with transit, highways, roadways, bikeways, and pedestrian facilities. Working under the direction of a 12-member Board of Directors (“Board”), VTA’s annual operating budget is approximately \$550 million, and its currently approved capital program is approximately \$2.6 billion. VTA’s bus fleet of 435 buses serves a 346 square mile urbanized service area and operates approximately 18 million miles annually. The 42.2-mile light rail system is served by 98 rail cars and 5 historic trolley cars and operates approximately 2.2 million miles annually. VTA employs approximately 2,050 people, of whom approximately 650 are administrative, clerical and professional positions and 1,400 are operators and maintenance positions. There are four operating/maintenance facilities located within Santa Clara County. The administrative headquarters is located separately from these four facilities.

For more information about VTA, log on to [www.VTA.org](http://www.VTA.org).

**ABOUT RFP S25242:** VTA seeks proposals (each, a “Proposal”) from qualified firms (each, a “Proposer”) to provide transit advertising services (“Services”) to utilize VTA’s fleet of buses, light rail vehicles, and other transit assets designed to produce maximum advertising income for VTA.

**NO CONFLICTS OF INTEREST / SAFE HARBOR PROVISION:** Contractor’s duties and services under the Contract (defined below) must not include preparing or assisting VTA with any portion of VTA’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with VTA. VTA must at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. If applicable, Contractor’s participation in the planning, discussions, or drawing of project plans or specifications must be limited to conceptual, preliminary, or initial plans or specifications. Contractor must cooperate with VTA to ensure that all proposers/bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to the Contract.

**NOTICE TO PROPOSERS OF REQUIREMENT TO AVOID CONFLICTS OF INTEREST RELATED TO PREVIOUS OR EXISTING CONTRACTS WITH VTA:** Contractors and subcontractors performing work resulting from this RFP are required to avoid conflicts of interest resulting from services provided to VTA through other engagements. In particular, contractors and subcontractors that provided services that involved preparation of this RFP or the contract resulting therefrom will be ineligible to perform the Services. Contractors and subcontractors providing services under such engagements that involve the supervision, oversight, review, critique, or acceptance of work products under this RFP are also ineligible to participate in the work resulting from this RFP.



## RFP S25242 Transit Advertising Program

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Similarly, contractors and subcontractors who have or who have had access to nonpublic information related to this RFP may have a conflict of interest and should refrain from participating in the work resulting from this RFP.

Contractors and subcontractors proposing to provide services under this RFP remain responsible for avoiding conflicts of interest and must review their existing VTA engagements with their prospective teaming partners before submitting a Proposal under this RFP to assure that conflicts of interest are avoided. Contractors and subcontractors performing work resulting from this RFP must continue to monitor for and avoid conflicts of interest at all times.

VTA reserves the right to determine in its sole discretion (i) whether an actual conflict exists, and (ii) whether a potential conflict of interest exists. Nothing in this RFP is intended to operate as a waiver of either actual or apparent conflicts.



**I. INSTRUCTIONS TO PROPOSERS**

**A. PROCUREMENT SCHEDULE:** VTA’s procurement schedule dates are listed in Table 1 below. All dates set forth in this RFP are subject to change at VTA’s sole discretion and will be provided to Proposers as an addendum. All references in this RFP to “time” are Pacific Time.

**Table 1**

<b>ACTIVITY</b>	<b>DATE/TIME</b>
Issue RFP	Tuesday, November 4, 2025
Pre-Proposal Conference	Monday, November 24, 2025, at 11:00 a.m.
Deadline to Submit Questions	Tuesday, December 2, 2025, at 4:00 p.m.
Deadline to Submit Proposals	Friday, January 9, 2026, at 2:00 p.m.
Interviews	Week of February 2 – 6, 2026

**B. DESIGNATED POINT OF CONTACT:** All communications with VTA regarding this RFP must be in writing (US mail/ email) to the Designated Point of Contact identified below. All emails must indicate in the subject line “RFP S25242 for Transit Advertising Program.” No telephone calls will be accepted. Except as otherwise provided herein, no contact will be entertained by the Procurement, Contracts, and Business Development staff outside of the formal Q&A period, and/or by anyone other than the Designated Point of Contact regarding this RFP.

Any communication with someone other than the Designated Point of Contact related to this RFP is not permitted. Any breach of this provision may result in the Proposer’s submittal being deemed non-responsive and may be cause for rejection.

The Designated Point of Contact for this procurement is as follows:

Lida Delos Santos, Contracts Administrator II  
 Santa Clara Valley Transportation Authority  
 3331 North First Street, Building B  
 San Jose, California 95134  
 Email: [Lida.DelosSantos@vta.org](mailto:Lida.DelosSantos@vta.org)

**C. VIRTUAL PRE-PROPOSAL CONFERENCE:** All prospective Proposers are strongly encouraged to attend the pre-proposal conference scheduled at the date and time stated on Table 1. The pre-proposal conference will be held at:

Virtual pre-proposal conference details:

Date: November 24, 2025  
 Time: 11:00 AM




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Meeting Link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ODU3YzU1ZTctNmFmMS00YTAxLWIyZDUtNGQwNWY2ODdkZWEw%40thread.v2/0?context=%7b%22Tid%22%3a%2224dbe85b-0105-4c8c-aaeb-6ace9aa06133%22%2c%22Oid%22%3a%22240674ee6-7132-4cf1-b10c-a1f841ce9439%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODU3YzU1ZTctNmFmMS00YTAxLWIyZDUtNGQwNWY2ODdkZWEw%40thread.v2/0?context=%7b%22Tid%22%3a%2224dbe85b-0105-4c8c-aaeb-6ace9aa06133%22%2c%22Oid%22%3a%22240674ee6-7132-4cf1-b10c-a1f841ce9439%22%7d)

Audio Only: [+1 408-889-1601](tel:+14088891601), [132250362](tel:+132250362)# United States, San Jose  
Conference ID: 132 250 362#

**D. EXAMINATION OF PROPOSAL DOCUMENTS:** By submitting a Proposal, the Proposer 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.

**E. ADDENDA/CLARIFICATIONS:** VTA reserves the right to make changes to these RFP documents as it may deem appropriate up until the date for submission of the Proposals (set forth in Table 1). Any and all changes to this RFP will be made by written addendum, which will be issued by VTA to all prospective Proposers who have registered and downloaded the Proposal documents at the VTA website. All addendum and other related materials will be posted to the VTA's solicitation website. Prospective Proposers will be notified by email when information has been posted to the VTA procurement site for this RFP. **NOTHING RELIEVES PROPOSER FROM BEING BOUND BY ADDITIONAL TERMS AND CONDITIONS IN ADDENDA.**

Questions or comments regarding this RFP must be submitted in writing in the VTA's solicitation website and must be received by VTA no later than the date and time stated in Table 1.

Responses from VTA will be published on the VTA solicitation website.

**F. SUBMISSION OF PROPOSALS:** All Proposals must be submitted through VTA's Solicitation website no later than the date and time stated in Table 1.

The Proposer must submit their Proposal with all the forms listed in the RFP.

Submissions must bear the Proposer's name, address and be clearly labeled with the RFP number and description.

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposer 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



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information to the public, unless required by law; however, VTA cannot guarantee that such information will be held confidential.

**G. WEBSITE REGISTRATION:**

Proposers must register on VTA's website as a condition of proposal to ensure receiving notification of any potential addenda or other pertinent information, as well as notification of closing and award even if this was a manually processed RFP. Go to <http://www.vta.org>, select "About", "Business Center", and then select "Get Registered". To register, a proposer submits their email address and click "Sign Up". The system will send an email address with a link to "Activate Account". Once "Activate Account" is clicked the system will take you to the Vendor Registration page where you will enter all your registration information. Proposers must select their NAICS code(s) and Email Subscription Settings to receive notifications of new opportunities issued.

Once you are confirmed as a registered vendor, go to "View VTA Solicitations" and select "Visit Portal" link on the page. If you want to get automatic notifications for upcoming projects, you'll click "+ Subscribe". This will take you to the "Procurements" page where you will select this solicitation. Once you are on the page for this solicitation, you will need to click "Follow" to provide you with automatic email updates when this solicitation has any addenda or notifications issued. Please make sure that you download all the solicitation documents.

**H. WITHDRAWAL OF PROPOSALS:** A Proposer 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 the Designated Point of Contact a written request for withdrawal signed by, or on behalf of, the Proposer.

**I. RIGHTS OF VTA:** VTA may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, 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 Requests for Proposal.
- Postpone opening for its own convenience.
- Remedy technical errors in the Request for Proposal process.
- Approve or disapprove the use of particular subcontractors.
- Solicit best and final offers from all or some of the Proposers.
- Award a professional services contract to one or more Proposers.
- Waive informalities and irregularities in Proposals.
- Conduct interviews at its discretion.
- Accept other than the lowest offer.
- Negotiate with any, all or none of the Proposers.



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- J. CONTRACT TYPE:** It is anticipated that VTA will award a professional services contract (“Contract”). If awarded, the Contract will be Firm Fixed Price with a term of five (5) years, with four (4) one-year options to extend the term of the Contract. This RFP does not commit VTA to enter into such Contract nor does it obligate VTA to pay for costs incurred in preparation or submission of Proposals or in anticipation of entry into a Contract. The Proposer awarded the Contract hereunder (if any) is referred to herein as “Contractor”.
- K. COLLUSION:** By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham, collusive or made in the interest of or on behalf of any person not named therein; that the Proposer 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 Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a Proposal.
- L. AUDIT REPORT/REQUIREMENTS:** Proposers must agree to abide by the requirements in Chapter III, paragraph 4 of FTA Circular 4220.1F. Every Proposer that has been the subject of any audit report by any government or public agency or qualified independent CPA must attach with its Proposal the latest such audit report, including direct labor, materials, fringe benefits and general overhead.
- Proposers must also agree to submit cost or pricing data in accordance with 48 CFR Part 15.408 Table 15-2.
- M. ECONOMIC INTEREST FORM 700:** The Proposer’s key person as well as other positions within his or her firm, determined by VTA, to be participating in the making of governmental decisions will each be required to file a Form 700 the financial disclosure form mandated by the Fair Political Practices Commissions (FPPC). The Form 700 will be required to be filed upon execution of the Contract in which the VTA retains the services of the Proposer, annually thereafter, and upon separation of services pursuant to FPPC rules and regulations.
- N. INCORPORATION OF EXHIBITS AND ATTACHMENTS:** All exhibits, and attachments referenced in this RFP are incorporated herein by this reference.
- O. REGISTRATION:** Proposer must register and maintain an active registration with the US government’s System for Award Management (SAM) in order to do business with VTA. Once registered, a Commercial and Government Entity (CAGE) code will be provided as a unique identifier to Proposer, (see FORM 1). Such registration may be completed at the following web address:

<https://www.sam.gov/SAM/pages/public/index.jsf>



**II. PROPOSER’S MINIMUM QUALIFICATIONS**

**A. REQUIRED MINIMUM QUALIFICATIONS:** The following qualifications are the minimum required qualifications that a Proposer must have in order for a Proposal to be considered:

1. The Proposer must have a minimum of five (5) years of experience in the sale and posting of transit advertising.

The Proposer must demonstrate 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.

**B. PREFERRED QUALIFICATIONS:** VTA will give additional consideration if Proposer posses the knowledge of regulation and codes regarding transit advertising in Santa Clara County.

**III. EVALUATION AND SELECTION**

**A. EVALUATION CRITERIA:** The following criteria will be used to evaluate Proposals:

<b>Qualification of the Firm</b>	<b>40 Points</b>
<b>Revenue</b>	<b>40 Points</b>
<b>Staffing and Project Organization</b>	<b>10 Points</b>
<b>Work Plan / Project Understanding</b>	<b>10 Points</b>

1. **QUALIFICATION OF THE FIRM:** Qualifications to be considered include, but are not limited to: recent relevant experience of the Proposer 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.
2. **REVENUE:** Reasonableness of the total revenue proposed and competitiveness of this amount with other offers received. Proposer must have financial stability and resources sufficient to fulfill the obligations of the contracts as determined by VTA. Also evaluated will be the reasonableness of the other related considerations such as terms, administration and accounting. Proposer must submit a proposal guarantee in the amount of \$25,000 that is valid until such time as the selected Contractor has executed an agreement with VTA. The proposer must submit a performance guarantee in the




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form of an Irrevocable Letter of Credit equal to 50% of the guaranteed amount for the second contract year.

**3. STAFFING AND PROJECT ORGANIZATION:** Qualifications of project staff will be considered, particularly key personnel, and, especially, the project manager. The Proposer is required to list they key personnel who will be assigned to the program, their qualifications and disciplines and the total person hours or each individual's degree of commitment. Other factors to be considered include, but are not limited to key personnel's level of involvement in performing related work, logic of project organization, adequacy of labor commitment, and concurrence in the restrictions on changes in key personnel.

**4. WORK PLAN / PROJECT UNDERSTANDING:** Proposer's demonstrated understanding of the project requirements. In addition, the Proposer 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 fleet, VTA's transit assets, and VTA Advertising Policy.

**B. EVALUATION PROCEDURE:** The review board will evaluate Proposals based on the pre-established criteria to determine the successful Proposer or establish a shortlist of firms to interview. VTA reserves the right to conduct interviews at its discretion.

Proposers are asked to keep the interview date stated in Section I, A Table 1 available in the event the review board conducts interviews. If invited to interview, VTA will notify Proposers 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.

**C. BASIS OF AWARD:** When the review board has completed its work, negotiations will be conducted for the extent of services to be rendered.

Award may be made on the basis of initial Proposals submitted without any negotiations or discussions.

This is a "best value" procurement based on procedures consistent with California public contract code section 20301(a). "Best value" is a selection process where the award is based on a combination of price and qualitative considerations. A best value procurement requires tradeoffs between price and non-price factors to select the best overall value to VTA.



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Subject to VTA's right to reject any or all proposals, the Proposer whose Proposal is found to be most advantageous to VTA will be selected based upon consideration of the evaluation criteria.

Thus, VTA will make the award to the responsible Proposer whose Proposal is most advantageous to VTA. Accordingly, VTA may not necessarily make an award to the Proposer with the highest technical ranking nor award to the proposer with the lowest price Proposal if doing so would not be in the overall best interest of VTA.

Upon completion of a successful negotiation, VTA will issue a Notice of Recommended Award.

#### **IV. PROPOSAL FORMAT AND CONTENT**

- A. FORMAT:** Proposals must be typed, as concise as possible and must not include any unnecessary promotional material. The nature and form of response are at the discretion of the Proposer, but must include the information listed below.
- B. CONTENT:** The Proposer must include the information described below:
- 1. PROFILE OF FIRM:** This section must include a brief description of the firm's size as well as the local organizational structure; it must also include a discussion of the firm's financial stability, capacity and resources. Additionally, this section must include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five (5) years.
  - 2. QUALIFICATIONS OF THE FIRM:** This section must include a brief description of the Proposer's and subconsultants qualifications and previous experience on similar or related projects. Description of pertinent project experience must include a summary of the work performed. Proposer must provide the name, title, and phone number of three (3) clients to be contacted for references, although VTA reserves the right to check other references beyond the three provided.
  - 3. WORK PLAN/PROJECT UNDERSTANDING:** By presentation of a well-conceived work plan, this section of the Proposal must establish the Proposer understands VTA's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. The work plan must describe the work assigned to the prime and each subconsultant. The work plan must also include a timetable for completing all work specified in the Scope of Services.
  - 4. PROJECT STAFFING:** This section must discuss how the Proposer would propose to staff this project. Proposer project team members must be identified by name, location,



specific responsibilities on the project and the estimated person-hours of participation. An organizational chart for the project team and resumes for key personnel must be included. Key personnel will be an important factor considered by the review board. Once the Proposal is submitted, any change of key personnel must be approved by VTA.

- 5. ADMINISTRATIVE SUBMITTALS:** The Proposer must complete all the forms attached hereto with the Proposal.

**V. BUSINESS DEVELOPMENT PROGRAM POLICY:** Contractor must adhere to VTA's Business Development Program requirements.

- A.** For more information on VTA's Business Development Programs, please see website at <https://www.vta.org/business-center/business-Development-programs> or call the Office of Business Development Programs at (408) 321-5962 for assistance. Listings of eligible firms are also available at the following:

<https://vta.sdbbe.com>

- B. SMALL BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:** It is VTA policy to ensure that Small Business Enterprise ("SBE") firms, as defined in Federal Regulations 13 CFR Part 121 and 49 CFR Part 26, have an equitable opportunity to participate in the performance of contracts and subcontracts.

- 1. SBE WITH NO SET GOAL ASSIGNMENT:** VTA has not established a contract specific SBE goal for this project. However, Proposer is encouraged to make every effort to meet VTA's overall agency goal of 19% where possible. In this regard, Proposer will use its best efforts to ensure that SBE firms must have an equitable opportunity to compete for subcontract work under this Contract. Any certified Disadvantaged Business Enterprise ("DBE") is eligible to participate towards the SBE overall participation goal. SBE firms must be certified or accepted as certified by the VTA Office of Business Development Programs ("OBDP") and/or the California Department of General Services (DGS).

Listings for SBE and DBE firms are:

VTA SBE Database:

- <https://vta.sdbbe.com>

California Department of General Services:

- <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

California Unified Certification Program ("CUCP") DBE Database:

- <https://californiaucp.dbesystem.com/>



**2. CONTRACTOR REGISTRATION:** All SBE and DBE firms listed on Form 4, Listing of Prime and Subcontractors and Form 5, Designation of Subcontractors and Suppliers for Data Collection Requirements, must be certified by VTA's OBDP, the California Unified Certification Program ("CUCP"), and/or accepted as certified by VTA's OBDP at the time of the Proposal due date to be counted toward VTA's 19% overall SBE goal. Proposers must comply with VTA's SBE Program Policy and Requirements on utilization of SBEs.

- a. Form 4, Listing of Prime and Subcontractors and Form 5, Designation of Subcontractors and Suppliers for Data Collection Requirements, in compliance with SBE Program Policy and Requirements, must be submitted at time of Proposal submittal.
- b. It is the Proposer's sole responsibility to verify to VTA that a sub-contractor has a SBE/DBE certification.

**B. FRAUDS AND FRONTS:** Contractors are cautioned against knowingly and willfully using "fronts" to meet the SBE goal of the Contract. The use of "fronts" or "pass through" subcontracts to non-disadvantaged firms constitutes a criminal violation.

**VI. INSURANCE REQUIREMENTS:** Contractor must adhere to the insurance requirements set forth in Exhibit A5. Proposer's attention is directed to the insurance requirements in the exhibit. It is highly recommended that Proposers confer with their insurance carriers or brokers in advance of Proposal submission to determine the availability of insurance certificates and endorsements that will be required for the Contract awarded through this RFP.

**Proposer's attention is also directed to the indemnification and defense of claims obligations set forth in Exhibit A5.**

## **VII. PROTESTS**

Proposers must adhere to the VTA Protest Procedures located at <https://www.vta.org/sites/default/files/2024-08/VTA-Protest-Procedures.pdf>.

## **VIII. SCOPE OF SERVICES:**

### **Introduction and Overview**

This Scope of Work (SOW) is issued under contract for professional services pertaining to VTA's Transit Advertising Program. The purpose of the project is to manage and operate advertising services across VTA's assets, which include bus and light rail trains, light rail stations, digital displays, Headquarter building, parking structures, corridor fencing, parking lots, and parking structure wallscapes, windscreens, VTA Wi-Fi, and other VTA assets. This supports VTA's mission to enhance public transit visibility and generate non-fare revenue through advertising. VTA reserves the right to use up to and all at once (a) 15% of the bus and



light rail exterior advertising space as listed (b) 15 car cards per bus and per light rail vehicle, or (c) 50% of light rail posters for VTA and VTA-partner advertising and promotions in exchange for lower MAG payment.

## **SCOPE OF SERVICES**

The contractor will furnish all labor, materials, tools, and equipment required to manage the advertising program, including but not limited to advertising sales, design review, installation, maintenance, and reporting. This includes both static and digital advertising formats on buses, light rail vehicles, and at VTA-owned light rail stations. Contractor is responsible for ensuring that all ads are pre-approved by VTA. Non-compliant or outdated ads must be removed within designated timeframes to avoid penalties.

### **1. VEHICLES: EXTERIOR ADVERTISING SPACE AVAILABLE**

Below is the projected advertising space available on VTA's vehicle fleet. The information is subject to change, and VTA will provide updated fleet information, as it becomes available.

#### **A. 2025 Exterior Advertising Space on Vehicles**

VTA will have the following external vehicle advertising spaces available. Please note that the articulated buses are premium advertising spaces with frequent service levels that operate on high-density travel corridors:

##### **328 Standard Buses**

- 593 King spaces
- 53 Queen spaces
- 328 Tail spaces
- Full/Partial bus wraps

##### **75 Articulated Buses**

- 75 King Spaces
- 75 Queen Spaces
- 75 Tail spaces
- Full/Partial bus wraps

##### **38 Community Buses**

- 38 Queens
- 38 Tails
- Full/Partial bus wraps

##### **97 Light Rail Vehicles**



- 97 Full Wraps
- Partial Wraps
- Center Stages
- Queen Exteriors
- King Exteriors
- For light rail vehicle installations, and light rail station installations, all installers will need to pass VTA's Roadway Worker Protection (RWP) training and be RWP-certified. VTA offers RWP classes on a frequent basis for Contractor personnel at our Guadalupe rail facility. Contractors will also be required to attend weekly Track Allocation Meetings to get approval and report on future installations.

In addition to the abovementioned standard industry advertising sizes, VTA may allow other exterior products such as "king kongs," "headliners," and "empresses" as long as it doesn't impede or interfere with the VTA brand or logo and doesn't encroach upon vehicle doors.

#### **B. 2025 Interior Advertising Space on Vehicles**

The following interior spaces will be available for advertisements: Please note that although VTA excludes some vehicles from having external advertising and interior advertising space on these same vehicles is permissible.

- 60' buses            28 car card spaces
- 40' buses            20 car card spaces
- 35' buses            16 car card spaces
- 30' buses            38 car card spaces
- FLEX buses        10 car card spaces

#### **C. Excluded Advertising Space on Vehicles**

The following buses do not receive any advertising and are not included in the inventory of available advertising space:

- Three buses that will be used for photo shoots and various marketing projects at each of the following locations: 131-Cerone; 4101-Chaboya; 2340-North. VTA holds the right to change any buses designated for photo shoots, therefore the specific location and bus number cited in this section is subject to change.
- 5 Airport Flyer Buses
- 40 Express Buses
- 29 Bus Rapid Transit (BRT) Buses
- 5 Historic Trolleys



## 2. VEHICLE FLEET ADVERTISING STANDARDS

- Kings (Bus) 144” w X 30” h
- Kings (Light Rail) 120” w X 30” h
- Queen (Bus and light rail) 88” w x 30” h
- Tails (Bus) 70” w X 21” h
- Interior Car Cards (Bus and Light Rail) 28” w X 11” h

## 3. OTHER TRANSIT ASSETS: ADVERTISING SPACE AVAILABLE

### A. Light Rail Stations

VTA’s light rail system spans 42.2 miles and consists of 62 light rail stations. The following advertising space is available at the stations:

- a. **Posters:** 294 light rail station posters each measuring 22” x 28”
- b. **Station Domination:** available for most of the light rail stations
- c. **Park n Ride lots:** Available at 13 light rail stations. Large scale advertising that utilizes existing VTA ad space as well as opportunities to propose other advertising opportunities as they arise.
- d. **Convention Center:** 1 location; vinyl application on fencing between light rail tracks and street traffic
- e. **Other Station Assets** (floors, windscreens, columns, etc.): available for most of the light rail stations
- f. **Reservation of VTA Rights:** VTA reserves the right to remove one or more light rail stations from the advertising inventory upon 60 days’ prior written notice

### B. Light Rail Stations: Digital Displays

VTA has recently installed 26 digital displays at 21 high-traffic light rail stations including the Great America Light Rail station serving Levi’s Stadium. Each display measures 47” in diameter with a resolution of 1920 pixels x 1080 pixels. VTA’s goal is to install one or more digital displays across all 62 light rail stations whenever funding is apportioned through an executive decision. Advertising space is available on the current digital displays and will be available in the future digital displays.

### C. BART Silicon Valley Berryessa Extension

Contractor to provide and install the following advertising at Berryessa/Noth San Jose and Milpitas BART stations:

- a. **Berryessa/North San Jose**



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- i. Digital Displays: 8 locations with digital displays, with a total of 20 individual digital displays
  - ii. Static Soffit Ads: 4 locations, vinyl application to soffits above escalators and staircases.
  - iii. Static Bus Shelter Wind Screens: 2 locations, vinyl on glass application.
  - iv. Wallscape graphics on the exterior of the parking garage, vinyl application

**b. Milpitas**

- i. Digital Displays: 7 locations with digital displays, with a total of 27 individual digital displays
- ii. Static Column Wrap Ads: 14 concourse columns available
- iii. Static Concourse Window Graphics: 2 large multi-paneled window graphics available in concourse area
- iv. Static Escalator Ads: 1 location connecting pedestrian Light Rail bridge and concourse, up to 2 vinyl ads will be posted.
- v. Static Bus Shelter Wind Screens: 2 locations, vinyls on glass application.
- vi. Wallscape graphics on the exterior of the parking garage, vinyl application

**D. 488 Almaden Boulevard**

VTA recently purchased a 17-story building located at 488 South Almaden Boulevard in Downtown San Jose. A large-scale vinyl super graphic can be applied to the exterior of the building.

**E. Additional Options**

**a. Non-VTA Operated Service**

VTA may, at its option, allow for advertising on approximately 7 non-VTA operated shuttle buses.

**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 these digital billboards be constructed, advertising space will be available on them.

**c. Innovative Advertising**

VTA is willing to explore additional opportunities for advertising revenues not included in this Request for Proposals. Contractors are encouraged to submit



proposals for additional revenue options that may be implemented anywhere throughout VTA's transportation system.

**d. VTA Wi-Fi**

Wi-Fi (AT&T is the current provider) is available in the following VTA assets:

- i. 2300 NF Artic 40
- ii. 4100 Gillig 30" CB 38
- iii. 4200 Red Exp 20
- iv. 4300 NF Artic Blue 29
- v. 4400 Gillig 40" White 15

In addition, VTA offers customers free Wi-Fi at the Winchester, Alum Rock & Ohlone/Chynoweth light rail stations.

**4. VTA ADVERTISING & PROMOTIONAL MATERIALS**

VTA reserves the right to use up to and all at once (a) 5% of the bus and light rail exterior advertising space, as listed in Section VIII.3, (b) 15 car cards per bus and per light rail vehicle, or (c) 50% of light rail posters for VTA and VTA-partner advertising and promotions. VTA will provide Contractor with a minimum of two (2) weeks' notice when advertising space will be needed.

The Contractor shall install and maintain VTA and VTA-partner information and advertising at no charge. All VTA advertising material will include a removal date. Installation and removal of VTA interior and exterior advertisements shall be performed by written removal date or within 5 working days of written notice from VTA. However, 24-hour turnaround may be required 4 times per year to accommodate VTA major service changes.

VTA will supply Contractor with a written report of all VTA car cards and advertising space by the first Monday of each month. The Contractor will ensure the advertisements on the buses and light rail match the report, sign the report, and return the report to VTA by the 15th of each month.

Failure to remove an outdated VTA advertisement after the 15<sup>th</sup> of the month will result in a penalty of \$250 per day for every advertisement that has not been removed.

**5. BUSES CONTAINING NO EXTERIOR ADVERTISEMENTS**

One new bus per VTA Operating Division (3 buses total) will remain without any exterior advertising whatsoever, as referenced in Section 3. These vehicles' exterior advertising spaces were included in the Section 3 estimated quantities. VTA holds the right to rotate the buses designated for photo shoots.



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## 6. WRAPPED BUS AND LIGHT RAIL PROGRAM

Except for the buses that have been identified as not having any exterior advertisements, a majority of VTA buses will be made available to Contractor for full wraps and/or for partial wraps. VTA will identify the buses that may be used for wraps. In addition, all light rail vehicles will be made available to the Contractor for full train wraps and/or for partial wraps. Currently, VTA allows transit vehicle windows to be wrapped with advertisement as long as the material used minimizes the impact of rider visibility from the outside and inside of the vehicles.

Contractor shall be responsible for the cost of wrapping the vehicle and repainting the vehicles back to its original paint scheme. Full wraps and partial wraps shall not interfere with the vehicle's standard operation and safety and shall not interfere with the integrity of the VTA brand and logo. Contractor shall reimburse VTA for cost to repair any damage to the bus or paint.

To ensure that fully wrapped vehicles are still identified as VTA vehicles, the VTA logo shall be incorporated into each advertising design and other VTA branding and messaging shall not be obstructed. Version 3 of the swoop VTA logo, per the VTA Graphic Standards Manual, shall be used. The logo shall be included in three places on the vinyl wrap:

- On each side of the bus within three feet of the driver side window;
- At approximately four feet from ground level; and
- On the back within 18" of the top of the bumper

The VTA logo must be at least 10" high. VTA's standard logo colors must be used unless the background is red, blue, or very dark, in which case the logo must be white. Bus numbers must be visible on all four sides.

Each bus number, each California Vehicles Carrier ID number, and the existing VTA logo on the front of the bus must be visible. The wrap must not impede the bus operator's visibility or obstruct the view of the window. All advertising must be kept off windows, except when wraps are being used. Only perforated material is allowed over windows with wraps, however, there may be occasions, dictated by VTA security priorities, which prevent any advertising materials (including perforated materials) to be placed on vehicle windows. All operation of windows, especially emergency operations, must not be impeded by wraps.

All artwork must be approved by VTA before printing and posting. Any advertising, including bus or light rail wraps, which is installed before VTA approval is subject to removal at no cost to VTA.

VTA reserves the right to wrap two buses and two light rail trains for its own advertising purposes at its own expense



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## **7. OUTDATED MATERIALS**

Advertising materials that have exceeded the period for which they were to be posted shall be removed and replaced by public service posters or VTA advertising within 5 days of dated copy. Failure to remove outdated materials will result in a penalty of \$250 per day for every advertisement that has not been removed.

## **8. UNSOLD SPACE**

The Contractor may use unsold advertisement space for the purpose of increasing the sale of advertising space at the Contractor's expense. Any remaining unsold space shall be made available to VTA and may be posted with VTA supplied materials. Unless Contractor is notified in writing by VTA, all such postings of unsold advertising displays shall be subject to pre-emption for paying advertisers.

## **9. ADVERTISING REQUIREMENTS AND RESTRICTIONS**

Where applicable, advertising will be permitted on the street side, curb side, and rear of buses and the interior of buses and light rail vehicles. Advertisements will be allowed on the exterior of light rail vehicles. Advertisements may not cover or partially cover the VTA name or logo. VTA shall have the right to remove ads for the general maintenance and repair of its vehicles. The Contractor shall replace the ad at the Contractor's expense.

## **10. SUBCONTRACTED SERVICES**

Contractor shall obtain advance written approval to subcontract any service provided hereafter.

## **11. OVERALL QUALITY OF ADVERTISING MATERIAL**

All advertisements will be maintained in good condition. Contractor shall remove any damaged advertisements within 48 hours after receiving notice from VTA.

Contractors will be penalized \$250 each day for every advertisement that has not been removed in this timely manner.

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.

## **12. CONTRACTOR'S SALES EFFORTS**

Contractor will make a continuous full-time and good faith effort to sell the greatest practical amount of advertising space.



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

### **13. POTENTIAL INCREASE IN ADVERTISING SPACE**

Space availability for advertising may change during the period of the Agreement for reasons such as the acquisition of new vehicles, the retiring of old vehicles, the acquisition of new vehicles that do not allow for exterior advertising capability, or the addition or removal of specific transit assets from the advertising inventory. If VTA's advertising space availability increases by 10% or more than the fleet projections listed in Section 1, the Contractor agrees to renegotiate the amount paid to VTA.

### **14. ADVERTISING MATERIALS SPECIFICATIONS AND PLACEMENT**

No materials or substances used for advertisements shall impede, obstruct or interfere with VTA branding or logo.

All exterior vehicle advertising shall be of the self-adhesive non-permanent vinyl type, "direct application." All exterior advertisements shall be manufactured, installed, and removed in accordance with current industry standards. Each advertisement shall be free from wrinkles, shall be "squared" to the vehicle contour lines, and shall present a sharp, clear and clean appearance.

Contractor will use 24 points coated one side (CIS) cardstock when a car card is posted for a short period of time, or 20 points white styrene material for ads installed using interior frames of all VTA vehicles or that will be posted for a period of one year or longer. Car cards with tear-off coupon pads are not allowed.

A new advertisement may not be "layered" over a previously placed advertisement. As previously mentioned in Section 3, the placement of advertisements may be allowed as long as it doesn't interfere with the VTA brand and doesn't encroach upon vehicle doors.

### **15. APPROVAL OF ADVERTISING MATERIAL**

Contractor must comply with VTA's Advertising Policy, which is attached as Appendix A. VTA may deny any advertisement that is contrary to the best interests of VTA, such as advertisements for other transportation programs or for services which are contradictory to VTA's goals.

Contractor will submit any advertisement that it believes may be objectionable to VTA before printing and posting. VTA may deny posting of an advertisement if it does not meet the criteria described in this section.



**16. ADVERTISING RATES**

Contractor will establish a rate schedule and forward a copy to VTA. Any changes to the rate schedule during the course of the Agreement shall be forwarded to VTA.

Contractor must maintain accurate records of all revenues related to the advertising program. These records shall be made available to VTA during regular business hours.

**17. REPORTS AND STATEMENT**

- Monthly reports
- Annual statements

**18. DELIVERABLES**

Task	Deliverable	Schedule
1	Monthly Advertising Inventory Report	Monthly
2	Monthly Revenue Report	Monthly
3	Annual Revenue reconciliation	Annually

**19. PERIOD OF PERFORMANCE**

The contract shall begin upon execution and extend through June 30, 2031. Four (4) one-year options to extend the Contract may be granted thereafter, as needed.



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**IX. ADMINISTRATIVE SUBMITTALS**

**Proposer must submit all forms and as part of the Proposal.**

**FORM 1. GENERAL INFORMATION**

**FORM 2. LEVINE ACT STATEMENT**

**FORM 3. COST PROPOSAL FORM**

**FORM 4. LISTING OF SBE PRIME AND SUBCONTRACTORS**

**FORM 5. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS FOR DATA  
COLLECTION REQUIREMENTS**



**FORM 1. GENERAL INFORMATION**

*Instructions: Please complete this form and include in your Proposal. On a separate page, list all subconsultants; include company name, address, phone number and type of service.*

Company Name			
Street Address			
City/State/Zip			
Phone No.		DIR No.	
DUNS No.		CAGE No.*	
Federal Taxpayer ID No.		NAICS Codes	

\*Commercial and Government Entity ([www.sam.gov](http://www.sam.gov))

**POINT(S) OF CONTACT**

<b><u>Primary</u></b>	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
E-mail	_____

<b><u>Alternate</u></b>	
Name/Title	_____
Phone No.	_____
Cell Phone No.	_____
E-mail	_____

**AUTHORIZED SIGNATORIES:**

<b><u>Primary</u></b>	
Name/Title	_____
Signature	_____
E-mail	_____

<b><u>Alternate</u></b>	
Name/Title	_____
Signature	_____
E-mail	_____



**FORM 2. LEVINE ACT STATEMENT**

Prime Proposer and Subconsultants must submit a signed Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer, or alternate, of a local government agency from participating in the award of a contract if he or she receives any contributions totaling more than \$250 in the twelve (12) months preceding the pendency of the contract award, and for twelve (12) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for elective office or on behalf of any committee in federal, state or local elections.

VTA's [Board members](#) and their alternates as of the date of this RFP are as follows:

Name	Title	Represents
Sergio Lopez	Chairperson	City of Campbell
Matt Mahan	Vice Chairperson	City of San Jose
Patrick "Pat" Burt	VTA Board Member	City of Palo Alto
Pam Foley	VTA Board Member	City of San Jose
Rosemary Kamei	VTA Board Member	City of San Jose
David Cohen	VTA Board Member	City of San Jose
Rob Rennie	VTA Alternate Board Member	Town of Los Gatos
Linda Sell	VTA Board Member	City of Sunnyvale
Omar Din	VTA Board Member	City of Sunnyvale
Carmen Montano	VTA Alternate Board Member	City of Milpitas
Mark Turner	VTA Alternate Board Member	City of Morgan Hill
Sudhanshu "Suds" Jain	VTA Board Member	City of Santa Clara
Betty Duong	VTA Alternate Board Member	County of Santa Clara
Sylvia Arenas	VTA Board Member	County of Santa Clara
Margaret Abe-Koga	Ex-Officio Member	Metropolitan Transportation Commission

**1.** Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any VTA Board member or alternate in the twelve (12) months preceding the date of the issuance of this RFP?

No \_\_\_ Yes \_\_\_ Please identify the Board member or alternate: \_\_\_\_\_

**2.** Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any VTA Board member or alternate in the twelve months following the award of the contract?

No \_\_\_ Yes \_\_\_ Please identify the Board member or alternate: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude VTA from awarding a contract to your firm. It does, however, preclude the identified Board member or alternate from participating in the contract award process for this contract.

\_\_\_\_\_  
Signature: Firm Name: Date:



**FORM 3. COST PROPOSAL FORM**

<b>Year 1 FY 2026-2027</b>	<b>Description</b>	<b>MAG Amount</b>	<b>or % of Revenue</b>
	Bus Exterior		
	Light Rail Exterior		
	Bus & Light Rail Interior		
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)		
	Light Rail Station Digital Displays		
	<b>TOTAL MAG:</b>		

<b>Year 2 FY 2027-2028</b>	<b>Description</b>	<b>MAG Amount</b>	<b>or % of Revenue</b>
	Bus Exterior		
	Light Rail Exterior		
	Bus & Light Rail Interior		
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)		
	Light Rail Station Digital Displays		
	<b>TOTAL MAG:</b>		



RFP S25242 Transit Advertising Program

<b>Year 3 FY 2028-2029</b>	<b>Description</b>	<b>MAG Amount</b>	<b>or % of Revenue</b>
	Bus Exterior		
	Light Rail Exterior		
	Bus & Light Rail Interior		
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)		
	Light Rail Station Digital Displays		
	<b>TOTAL MAG:</b>		

<b>Year 4 FY 2029-2030</b>	<b>Description</b>	<b>MAG Amount</b>	<b>or % of Revenue</b>
	Bus Exterior		
	Light Rail Exterior		
	Bus & Light Rail Interior		
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)		
	Light Rail Station Digital Displays		
	<b>TOTAL MAG:</b>		



RFP S25242 Transit Advertising Program

Year 5 FY 2030-2031	Description	MAG Amount	or % of Revenue
	Bus Exterior		
	Light Rail Exterior		
	Bus & Light Rail Interior		
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)		
	Light Rail Station Digital Displays		
	<b>TOTAL MAG:</b>		
<b>TOTAL FOR FIVE YEARS:</b>			

Firm Name:

Name

Title

Signature

Date

**Notes: Add the additional proposal for the option years 1 to 4.**





RFP S25242 Transit Advertising Program

**FORM 5. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS FOR DATA COLLECTION REQUIREMENTS**

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Proposer shall list all subcontractors regardless of whether they were selected or not. This includes both successful and unsuccessful subcontractors. Photocopy this form for additional firms.

Subcontractor Name & Address	Work Description	Subcontract Amount	Percentage of Bid Item Subcontracted	NAICS Codes	DBE/SBE (Y/N)	DBE/SBE Cert Number	Annual Gross Receipts	Subcontractor Name & Location
NAME								<\$1million
City, State								<\$5million
								<\$10million
								<\$15million
							Age of Firm in years	
NAME								<\$1million
City, State								<\$5million
								<\$10million
								<\$15million
							Age of Firm in years	
NAME								<\$1million
City, State								<\$5million
								<\$10million
								<\$15million
							Age of Firm in years	
NAME								<\$1million
City, State								<\$5million
								<\$10million
								<\$15million
							Age of Firm in years	



RFP S25242 Transit Advertising Program

Subcontractor Name & Address	Work Description	Subcontract Amount	Percentage of Bid Item Subcontracted	NAICS Codes	DBE/SBE (Y/N)	DBE/SBE Cert Number	Annual Gross Receipts
NAME							<\$1million
							<\$5million
City, State							<\$10million
							<\$15million
							Age of Firm in years
NAME							<\$1million
							<\$5million
City, State							<\$10million
							<\$15million
							Age of Firm in years
NAME							<\$1million
							<\$5million
City, State							<\$10million
							<\$15million
							Age of Firm in years
NAME							<\$1million
							<\$5million
City, State							<\$10million
							<\$15million
							Age of Firm in years



**X. EXHIBITS**

Exhibit A	Sample Contract
Exhibit A1	Scope of Services
Exhibit A2	Compensation, Invoice and Payment
Exhibit A3	Compensation Schedule
Exhibit A4	Small Business Enterprise (SBE) Requirement
Exhibit A5	Insurance Requirements




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**EXHIBIT A SAMPLE CONTRACT**  
**BETWEEN**  
**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**  
**AND**  
**CONTRACTORLEGALNAME**  
**FOR**  
**TRANSIT ADVERTISING SERVICES**

CONTRACT NO. S25242

THIS CONTRACT for professional services (“Contract”) is entered into as of the last date of signature below (“Effective Date”) between Santa Clara Valley Transportation Authority, a California special district (“VTA”) and [ContractorLegalName], a [State type of business] (“Contractor”), referred to jointly as the “Parties” and individually as a “Party.”

The Parties agree as follows:

**A. Services to be Performed.**

1. Contractor must furnish all technical and professional labor and materials required to perform the services described in the attached Exhibit A1, SCOPE OF SERVICES (“Services”).
2. Contractor’s duties and services under this Contract must not include preparing or assisting VTA with any portion of VTA’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with VTA. VTA must at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor’s participation in the planning, discussions, or drawing of project plans or specifications must be limited to conceptual, preliminary, or initial plans or specifications. Contractor must cooperate with VTA to ensure that all proposers/bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

**B. Term.**

The term of this Contract will commence on the Effective Date and continue through March 31, 2030 (“Term”) unless terminated earlier pursuant to these terms and conditions.

1. VTA may, at its option, extend the Term of the Contract for four (4) additional one-year terms (each an “Option Year”).
2. VTA may unilaterally exercise its right to extend this Contract for one or more Option Years by sending written notice from VTA’s Authorized Representative (as defined in



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Section M.1) to Contractor's Authorized Representative at least 30 days before the end of the then-current Term.

**C. Compensation.**

VTA will pay Contractor for the Services in accordance with the attached Exhibit A2, COMPENSATION, INVOICING, AND PAYMENT and Exhibit A3, COMPENSATION SCHEDULE.

**D. Performance of the Services.**

1. Contractor represents that it is sufficiently experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Services.
2. Contractor must perform the Services with the degree of skill and judgment normally exercised by firms performing services of a similar nature. In addition to other rights and remedies that VTA may have, VTA, at its option, may require Contractor, at Contractor's expense, to re-perform any Services that fail to meet the above standards.

**E. Assignment and Subcontracts.**

1. Contractor must not assign or transfer this Contract, in whole or in part, without VTA's prior written consent. Additionally, Contractor must not subcontract any part of the Services unless the subcontractor is identified in an exhibit titled "APPROVED SUBCONTRACTORS." Any assignment, transfer, change, or subcontract in violation of this Contract will be void.
2. Contractor will be fully responsible and liable for the Services, products, and actions of all subcontractors and suppliers of any tier, and must include in each subcontract any provisions necessary to make all the terms and conditions of this Contract fully effective.

**F. Changes.**

By written notice from VTA's Authorized Representative (as defined in Section M.1), VTA may, from time to time, order work suspension or make changes within the general scope of this Contract. If any such changes cause an increase or decrease in Contractor's cost to perform the Service or in the time required for its performance, Contractor must promptly notify VTA and request an adjustment within ten (10) days after VTA orders the change. Thereafter, the Parties will enter into good faith negotiations to make an equitable adjustment to the Contract.

**G. Audit and Records.**

1. Contractor must maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records, and data with respect to actual time devoted



and costs incurred for the Services. Such documentation must be supported by properly executed payrolls, invoices, contracts, and vouchers evidencing in detail the nature and propriety of any charges. Such documentation must be 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 must be clearly identified and readily accessible.

2. For the duration of this Contract, and for a period of three (3) years thereafter, VTA, its representatives, and the state auditor will have the right to examine and audit during Contractor's normal business hours the books, accounts, records, data, and other relevant information to the extent required to verify the costs incurred where such costs are the basis for billings under this Contract.
3. Contractor must report indirect costs in accordance with the cost principles contained in 48 CFR Part 31 and follow the uniform administrative requirements set forth in 2 CFR Part 200, as modified by 2 CFR Part 1201.
4. Any subcontract under this Contract must include this **Audit and Records** section.

#### H. Prohibited Interests.

1. **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 will have the right to rescind this Contract without liability.
2. **Interest of Public Officials.** No Board Member, officer, or employee of VTA during his or her tenure or for two (2) years thereafter may have any interest, direct or indirect, in this Contract or its proceeds.
3. **Interest of the Contractor.** Contractor covenants that, presently, neither Contractor, nor its officers, directors, or agents, have any interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree (or create an appearance of conflict) with the performance of the Services. Contractor further covenants that in the performance of this Contract no person having any such interest will be knowingly employed.

#### I. Ethics Hotline.

Contractor acknowledges that it is aware of the availability of VTA's Ethics Hotline, which is available 24/7/365 for VTA employees and those doing business with VTA to report anonymously, securely, and without fear of retribution, suspected unethical behavior, such as



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fraud, waste, abuse, theft, misconduct, or any violation of company policy, law, or regulation. Reports to the VTA Ethics Hotline are evaluated, investigated, or referred by an independent third party.

Anonymous reports can be submitted via:

Website: [vta.ethicaladvocate.com](http://vta.ethicaladvocate.com); or

Telephone: (844) 845-0153.

## **J. Termination and Suspension.**

1. VTA may, by giving at least ten (10) business days' written notice to Contractor, terminate this Contract or suspend its performance, in whole or in part, at any time for VTA's convenience. Contractor will be compensated (a) in accordance with the terms of this Contract for the Services satisfactorily performed prior to the date and time of termination or suspension, or (b) the minimum dollar amount stated herein, whichever is applicable. Contractor will have no right to recover lost profits on the balance of the Services.
2. VTA may declare default in Contractor's performance of any term of this Contract by sending a written declaration specifying with particularity the basis for the declaration. Contractor must provide a written response to the declaration within two (2) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. VTA may elect to terminate this Contract for cause by serving written notice of termination to Contractor if Contractor (a) fails to deliver the response on time and/or (b) fails to cure the default within the proposed timeframe (or within such additional time the Parties may agree upon in writing).
3. In the event of such termination for cause, VTA will be relieved of any obligation of further payment to Contractor, including its obligation to procure the minimum dollar amount stated herein (if any), and may complete the remainder of the Services by itself or by using an alternative, third party contractor. The additional cost to VTA for completing the Services will be deducted from any sum due to Contractor, and VTA will pay the balance, if any, to Contractor upon demand. The foregoing will be in addition to any other legal or equitable remedies available to VTA.
4. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of VTA.

## **K. Good Faith Requirement.**

Contractor must at all times deal in good faith and truthfully with VTA, including in reports, claims, requests for change orders, equitable adjustments, or contract modifications. Further, requests of any kind seeking increased compensation or decreases of an obligation under the Contract must only be in good faith and based upon an honest evaluation of the underlying



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circumstances and an honest calculation of any amount being sought. Any violation of this standard of conduct will subject Contractor to being deemed non-responsible and potentially ineligible for future contracts with VTA, regardless of whether VTA relied on or responded to the submission.

#### **L. General Provisions.**

- 1. Days:** For purposes of this Contract, all references to “day” mean calendar day, unless specified otherwise. All references to “calendar day” mean any day, including Saturday, Sunday, and all legal holidays. All references to “working day” or “business day” mean any business day, excluding Saturdays, Sundays and legal holidays.
- 2. Ownership of Data.** All drawings, specifications, reports and other data developed by Contractor or its assigned employees or subcontractors pursuant to this Contract will become the property of VTA as prepared, whether delivered to VTA or not. Unless otherwise provided herein, all such data must be delivered to VTA or its designee upon completion of this Contract or at such other times as VTA or its designee may request.
- 3. Civil Rights.**
  - a. Nondiscrimination.** During performance of this Contract, Contractor, its employees, and its subcontractors must 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 any subcontractor must not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. Contractor must ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.
  - b. ADA Accessible Information and Communications.** Any and all deliverables Contractor provides to VTA pursuant to the Contract must be prepared and delivered in a format that is accessible to individuals with disabilities, as required by the following, as amended: (i) the American with Disabilities Act of 1990 (ADA); (ii) 28 CFR Parts 35 and 36; (iii) 49 CFR Part 37; (iv) Section 504 of the Rehabilitation Act of 1973; and (v) California’s Unruh Civil Rights Act.
- 4. Governing Law.** The laws of the State of California will govern the terms and conditions of this Contract and any claim that might arise between the Parties without regard to conflict of law provisions.



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- 5. Forum Selection.** Any lawsuit or legal action arising from this Contract will be commenced and prosecuted in the courts of Santa Clara County, California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
- 6. Confidentiality and Disclosure.** Except as set forth in this paragraph, Contractor must not disclose to third parties any information, data, or materials that Contractor obtains from VTA or otherwise learns of or is exposed to in the course of the performance of this Contract or information developed or obtained by Contractor in the performance of this Contract (“Confidential Information”). In addition, Contractor must not disclose or use any Confidential Information for any purpose other than the performance of the Services. Notwithstanding the foregoing, Contractor may disclose Confidential Information to third parties or use such information for purposes other than performance of the Services if: (a) VTA provides express written consent for such use or disclosure; (b) the information is known to Contractor prior to obtaining such information from VTA or performing Services under this Contract; (c) the information is, at the time of disclosure by Contractor, then in the public domain; (d) 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. In addition, Contractor may disclose Confidential Information if required to do so by court order. However, upon receipt of an order requiring such disclosure, Contractor must inform VTA as soon as practicable in order to allow VTA to challenge the order if it determines that a challenge is appropriate. For purposes of this Section, “third parties” do not include those employees or authorized subcontractors engaged in the performance of the Services.
- 7. Nonwaiver.** Neither VTA’s acceptance of, or payment for, any Services nor its delay in, or failure to, insist upon strict performance of this Contract, exercise any rights or remedies provided in this Contract or by law, or properly notify Contractor in the event of breach will release Contractor from the representations or obligations of, or be deemed a waiver of VTA’s rights or remedies under, this Contract.
- 8. Severability.** If any provisions of this Contract (or portions or applications of it) are held to be unenforceable or invalid by any court of competent jurisdiction, (a) the Parties will negotiate in good faith to make an equitable adjustment to the Contract provisions with a view toward effecting the Contract’s purpose, and (b) the remaining provisions (or portions or applications of them) will remain valid and enforceable.
- 9. Independent Contractor.** In performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.
- 10. Entire Agreement.** This Contract constitutes the entire agreement between the Parties relating to the subject matter and supersedes all prior negotiations, contracts, agreements, or understandings, whether oral or written, of the Parties regarding the subject matter.



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- 11. Amendment.** Except as expressly provided in this Contract, its provisions cannot be altered, modified, or amended except through the execution of a written amendment executed by the Parties.
- 12. Compliance with Applicable Law.** In the performance of the Services, Contractor and its subcontractors must comply with all applicable requirements of state, federal, and local law. The requirements of this paragraph must be included in any subcontracts under this Contract.
- 13. Documents and Written Reports.** In accordance with California Government Code section 7550(a), any document or written report prepared in whole or in part by nonemployees of VTA will 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 of the work performed by non-employees of the agency exceeds five thousand dollars (\$5,000.00). The contract and subcontract numbers and dollar amounts must be contained in a separate section of the document or written report.
- 14. Incorporation of Exhibits and Attachments.** All exhibits and attachments referenced in this Contract are incorporated into it by this reference.
- 15. Counterparts; Electronic Signatures.** This Contract may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. An electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Paragraph 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by each of the Parties.
- 16. Authority.** Each signatory who signs below for a Party to this Contract makes a representation of being duly authorized to enter into this Contract on the Party’s behalf.

**M. Authorized Representatives, Notices, and Points of Contact.**

The Authorized Representatives identified below, or assigned designees, have authority to accept notices per paragraph M.2, below.

**1. Authorized Representatives.**

**VTA:**  
Nicole Chapman, Chief Procurement Officer  
3331 N. First Street, Bldg. B  
San Jose, CA 95134-1927



**Contractor:**

Name/Title  
Company Name  
Address  
City/State/Zip  
Telephone | Email

- 2. **Notices.** Notices must be in writing and addressed to the other Party’s Authorized Representative (“Recipient”) and will be deemed delivered or received on the date personally delivered to the Recipient or when deposited by registered or certified mail with postage and charges prepaid.
- 3. **Points of Contact.** The Points of Contact listed below are authorized to communicate regarding contract matters, except where written notice is required.

**VTA:**

Lida Delos Santos. Contracts Administrator II  
3331 N. First Street, Bldg. B  
San Jose, CA 95134-1927  
[Lida.DelosSantos@vta.org](mailto:Lida.DelosSantos@vta.org)

**Contractor:**

Name/Title  
Company Name  
Address  
City/State/Zip  
Telephone | Email

- 4. Written notification to the other Party must be provided, in advance, for changes in the name or address of the designated Authorized Representatives or Points of Contact stated above.

**N. Insurance.**

Contractor must adhere to the insurance requirements set forth in the attached Exhibit A5, INSURANCE REQUIREMENTS.

**O. Indemnity and Defense of Claims.**

- 1. Contractor must indemnify and hold harmless VTA, any public agencies within whose jurisdiction, on whose behalf, or on whose property the Services are being performed, any party VTA is contractually obligated to identify in this Contract as an indemnitee, and each of their respective boards of directors, boards of supervisors, councils, individual board members, officers, agents, employees, and consultants (each, an “Indemnitee”;



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collectively, the “Indemnitees”) from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, or fees and costs (including attorneys’ and experts’ fees and costs) (each a “Claim” and collectively “Claims”) arising out of, pertaining to, caused by, or in any way relating to the work performed under this Contract, including compliance or non-compliance with the terms of this Contract, by Contractor and/or its agents, employees, or subcontractors, whether such Claims are based upon a contract, personal injury, death, property damage, or any other legal or equitable theory whatsoever.

2. Contractor agrees, at its own expense, and upon written request by VTA or any individual Indemnitee, to immediately defend any suit, action, proceeding, dispute, or demand brought against any Indemnitee founded upon, alleging, or implicating any Claims covered by Contractor’s indemnity obligation set forth above in section O.1, 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 acting on behalf of VTA, VTA will 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 acting on behalf of 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.

**P. Business Development Program Requirements.**

Contractor must adhere to the Small Business Enterprise requirements set forth in Exhibit A4, SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS.

**Q. Cyber Security Incident Notification Requirements.**

In the event of a Cyber Security Incident (defined below), Contractor must:

1. within twenty-four (24) hours of discovering the Cyber Security Incident, notify VTA in writing and provide information about the Cyber Security Incident by sending an email to [Cyber.security@vta.org](mailto:Cyber.security@vta.org) and by phone (408) 546-7401.
2. if VTA was impacted, within seventy-two (72) hours, provide details including the nature of the information compromised and the steps being taken to mitigate the Cyber Security Incident; a copy of any communications with law enforcement and/or federal agencies, including a copy of any police report. Report details should include:
  - Affected system/facilities, including location.
  - Description of the threat, the earliest date, notifications, actions taken, and any information available, including the source.



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- Description of potential impact on operations systems or data theft.
  - Description of incident responses and plan.
  - If the information is not available at the time of reporting, a follow-up is required.

For purposes of this Section R, a “Cyber Security Incident” is the loss or unauthorized destruction, alteration, disclosure of, access to, or control of, any information technology systems, operational technology systems, networks, internet, or cloud enabled applications or devices and the data contained within such systems.

**R. Workplace Violence Prevention Requirements.** Effective July 1, 2024, VTA must comply with California Senate Bill 553, also known as the Workplace Violence Prevention Act (WVPA). To comply with the WVPA:

1. VTA must train Contractor on VTA’s Workplace Violence Prevention Plan (“WVPP”) and maintain a log of who received training and when; and
2. Contractor must, as of the last date of signature below, provide VTA written notification by sending an email to [VTA.Safety.Security@vta.org](mailto:VTA.Safety.Security@vta.org) of the name, title, phone number, and email address of its designated supervisory employee, who will be responsible for doing the following:
  - a. Receive and acknowledge receipt of (i) VTA’s WVPP, (ii) a link to additional information about VTA’s WVPP, and (iii) VTA’s designated email alias for asking questions related to VTA’s WVPP;
  - b. Attend training on VTA’s WVPP at the time and place, and in the manner, designated by VTA;
  - c. Communicate to employees of Contractor and its subcontractors the reporting requirements under VTA’s WVPP;
  - d. Record in a log that complies with California Labor Code section 6401.9(d) any incident of “Workplace Violence,” as defined by California Labor Code section 6401.9(a)(6), that occurs within the course and scope of Contractor’s or its subcontractors’ performance of this Contract; and
  - e. Report in writing pursuant to the WVPP any incident of Workplace Violence that occurs within the course and scope of Contractor’s or its subcontractors’ performance of this Contract immediately to VTA by providing the information required by California Labor Code section 6401.9(d)(2).

Contractor’s failure to meet any of its obligations set forth in this Section S will constitute a material breach of this Contract.



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The Parties have caused their undersigned, duly authorized signatories to execute this Contract on the dates set forth below.

*Santa Clara Valley  
Transportation Authority*

*ContractorLegalName*

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to Form**

\_\_\_\_\_  
VTA Counsel Name  
VTA Counsel Title

\_\_\_\_\_  
Date



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**EXHIBIT A1 SCOPE OF SERVICES**

**[TO BE INSERTED AT CONTRACT AWARD]**




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**EXHIBIT A2 COMPENSATION, INVOICING and PAYMENT**  
**FIRM-FIXED PRICE**

**A. COMPENSATION:** This is a guaranteed fixed-fee or percentage of revenue Contract with a maximum value of \$XXX,XXX within which Contractor will pay VTA a Minimum Annual Guarantee (MAG) or XX% of net advertising revenue, whichever is greater, per year for the five (5) year term of the Contract as set forth Exhibit A3:

If space advertising changes, the amount paid shall be determined as provided in Section 13 of the Scope of Services.

**B PROMPT PAYMENT:**

1. The MAG payments by the Contractor to VTA shall be made on a monthly basis, receivable by VTA by the 15th day of the month. 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.
2. The payment and compensation provisions of this contract shall not apply to any direct, in-kind, or similar advertising purchases or promotional arrangements that are made directly between VTA and the San Francisco 49ers football team or its related entities, including those involvement in the management and operation of Levi's Stadium.
3. Payment must be in a form acceptable to VTA and each payment must be in a form acceptable to VTA and each payment must include:
  - Contract Number
  - Description of the Services performed
  - Total amount

**C REPORTS/STATEMENTS:**

Monthly Revenue Statements shall be submitted by the 15th of the month subsequent to the month of the report and directed to: VTA Project Manager, Krista Periandi and reference Contract No. S25242.

At the end of each calendar year, Contractor shall calculate the net advertising revenue for the year and remit to VTA, the following month, the additional revenue over that calculated monthly throughout the year.



**EXHIBIT A3 COMPENSATION SCHEDULE**

<b>Year 1 FY 2026-2027</b>	<b>Description</b>	<b>MAG Amount</b>	<b>or % of Revenue</b>
	Bus Exterior		
	Light Rail Exterior		
	Bus & Light Rail Interior		
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)		
	Light Rail Station Digital Displays		
	<b>TOTAL MAG:</b>		

<b>Year 2 FY 2027-2028</b>	<b>Description</b>	<b>MAG Amount</b>	<b>or % of Revenue</b>
	Bus Exterior		
	Light Rail Exterior		
	Bus & Light Rail Interior		
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)		
	Light Rail Station Digital Displays		
	<b>TOTAL MAG:</b>		



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<b>Year 3 FY 2028-2029</b>	<b>Description</b>	<b>MAG Amount</b>	<b>or % of Revenue</b>
	Bus Exterior		
	Light Rail Exterior		
	Bus & Light Rail Interior		
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)		
	Light Rail Station Digital Displays		
	<b>TOTAL MAG:</b>		

<b>Year 4 FY 2029-2030</b>	<b>Description</b>	<b>MAG Amount</b>	<b>or % of Revenue</b>
	Bus Exterior		
	Light Rail Exterior		
	Bus & Light Rail Interior		
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)		
	Light Rail Station Digital Displays		
	<b>TOTAL MAG:</b>		



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Year 5 FY 2030-2031	Description	MAG Amount	or % of Revenue
	Bus Exterior		
	Light Rail Exterior		
	Bus & Light Rail Interior		
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)		
	Light Rail Station Digital Displays		
	<b>TOTAL MAG:</b>		
<b>TOTAL FOR FIVE YEARS:</b>			



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**EXHIBIT A4 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS****A. SMALL BUSINESS ENTERPRISES:**

1. It is VTA policy to ensure that Small Business Enterprise (SBE) firms, as defined in Federal Regulations at 13 CFR Part 121 and 49 CFR Part 26, have an equitable opportunity to participate in the performance of contracts and subcontracts.
2. In connection with its performance under this Contract, although there is no specified SBE goal, Contractor agrees to cooperate with VTA in attempting to meet VTA's overall 19% annual utilization of SBE firms. In this regard Contractor will use all reasonable efforts to ensure that SBE firms must have an equitable opportunity to compete for subcontract work under this Contract.
3. VTA will monitor compliance with Contract requirements for SBE firms. Electronic submittal will be on a web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sdbbe.com>. Contractor will be notified via e-mail with instructions on how to utilize the system.
4. Contractor will be required to submit monthly SBE utilization reports electronically to the VTA Office of Business Development Programs. These reports will be submitted electronically by the Contractor and will document when payments are made to subcontractors and SBE firms.

- B.** At the conclusion of this Contract, Contractor must submit a final SBE utilization report electronically to the VTA Office of Business Development Programs at: [OBDP@VTA.org](mailto:OBDP@VTA.org) by indicating a final audit where requested in the B2Gnow system.



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## EXHIBIT A5 INSURANCE REQUIREMENTS

**CONTRACTOR'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONTRACTOR CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS IN ADVANCE OF PROPOSAL SUBMISSION TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS REQUIRED BY THIS CONTRACT.**

### INSURANCE

Without limiting Contractor's obligation to indemnify and hold harmless VTA, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in Contract price. In the event of any material change in the Contract Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. Contractor must furnish complete copies of all insurance policies, within three (3) business days of any request for such by VTA.

#### A. Liability and Workers' Compensation Insurance

##### 1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage ("occurrence" form CG 0001). General Liability insurance written on a "claims made" basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.
- c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.
- d. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor's services under this Agreement. This coverage must be continuously maintained for a minimum of two (2) years following completion of this Agreement. This coverage may be written on a claims-made basis; if so, see special provisions in Section B.
- e. Railroad Protective Liability insurance covering the contractor's liability for work performed on or adjacent to VTA's light rail line(s) for bodily injury, property



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damage, including damage to VTA's property, equipment and facilities; Insurance Services Office form number CG 0035.

## 2. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- a. General Liability (Including umbrella/excess liability): \$2,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella, but in no event may the General Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying General Liability policy, "Follow Form" coverage, and a "Drop Down" provision.
- b. Automobile Liability (including umbrella/excess liability): \$2,000,000 limit per accident for bodily injury and property damage. This requirement may be satisfied by a combination of Auto Liability with Excess or Umbrella, but in no event may the Automobile Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying auto liability policy, "Follow Form" coverage, and a "Drop Down" provision.
- c. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits and Employer's Liability limits of \$1,000,000 per accident.
- d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability insurance with Excess or Umbrella policies, but in no event may the Professional Liability primary policy limit per occurrence be less than \$2,000,000, unless Umbrella/Excess policies feature inception and expiration dates concurrent with the underlying policy, "Follow Form" coverage, and a "Drop Down" provision.

## 3. Self-Insured Retention

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if Contractor is a publicly-traded company) must be declared to and approved by VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention or deductible in excess of \$50,000, Contractor must provide a current financial report including balance sheets and income statements



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for the past three years, so that VTA can assess Contractor's ability to pay claims falling within the self-insured retention or deductible. Upon review of the financial report, if deemed necessary by VTA in its sole discretion, VTA may elect one of the following options: to accept the existing self-insured retention or deductible; require the insurer to reduce or eliminate the self-insured retention or deductible as respects VTA, its directors, officers, officials, employees and volunteers; or to require Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Applicable costs resulting therefrom will be borne solely by Contractor. Contractor may request execution of a nondisclosure agreement prior to submission of financial reports.

## **B. Claims Made Provisions (not applicable to General Liability or Auto Liability)**

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:

1. The policy must be in effect as of the date of this Agreement and the retroactive date must be no later than the date of this Agreement.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, Contractor must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the contract period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

## **C. Other Provisions**

The policies must contain, or be endorsed to contain, the following provisions:

### **1. General Liability and Automobile Liability**

- a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, including VTA's general supervision of the Contractor; products and completed operations of the Contractor and its subcontractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide



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coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.

- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability General Aggregate limit must apply per project, not per policy.
- e. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as afforded by ISO CG 24 17.

## **2. All Coverages**

- a. The insurer must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by the Contractor and its subcontractors for VTA.
- b. Contractor's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to the Contractor's insurance. Contractor's insurance must not seek contribution from VTA's insurance program.

## **3. Other Insurance Provisions**

- a. The Certificate must disclose the actual amount of the Deductible or Self-Insured Retention
- b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the rights to require the Contractor to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

## **D. Acceptability of Insurers**

Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.



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## **E. Certificates of Insurance**

Contractor must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. The contractor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to [Insurance.certificates@vta.org](mailto:Insurance.certificates@vta.org). All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required above, and (3) in the “Certificate Holder” box include:

Santa Clara Valley Transportation Authority (“VTA”)  
3331 North First Street  
San Jose, CA 95134-1906  
Contract No. S25242

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA Contract number must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

It is a condition precedent to award of this Contract that all insurance certificates and endorsements be received and approved by VTA before Contract execution. No work may be performed until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If the Contractor receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, Contractor must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

## **F. Maintenance of Insurance**

If Contractor fails to maintain insurance as required herein, VTA, at its option, may suspend payment for work performed and/or may order the Contractor to suspend work at Contractor’s expense until a new policy of insurance is in effect.



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**XI. APPENDICES**

**ALL APPENDICES ARE AVAILABLE FOR DOWNLOADING  
FROM VTA SOLICITATION WEBSITE**

1. Attachment A – VTA Advertising Policy

# **EXHIBIT B**



Date: 12/18/2025

**ADDENDUM No. 1**

**RFP S25242  
TRANSIT ADVERTISING PROGRAM**

Certain revision, additions, and modifications are hereby incorporated into the Request for Proposal (RFP) documents.

The changes are as follows:

1. Section I. INSTRUCTIONS TO PROPOSERS, Sub-section A. PROCUREMENT SCHEDULE, Table 1 is amended by:

- a. deleting the following as shown by strikethrough:

~~*Deadline to Submit proposals: Friday, January 9, 2026, at 2:00 p.m.*~~

~~*Interviews: Week of February 2-6, 2026*~~

- b. inserting the following:

*Deadline to Submit Proposals: Friday, January 23, 2026, at 2:00 p.m.*

*Interviews: Week of February 9 -13, 2026*

DocuSigned by:

*Chris Valle*

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For

Nicole Chapman  
Chief Procurement Officer  
Santa Clara Valley Transportation Authority

# **EXHIBIT C**



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# 2026 Transit Advertising Program RFP

RFP 25242



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7. Work Plan & Project Understanding

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- B. Resumes
- C. Recruitment Process
- D. Forms

# Transmittal Letter

## 2. Transmittal Letter

To: Lida Delos Santos, MBA  
Contracts Administrator II  
Procurement, Contracts & Business Diversity  
Santa Clara Valley Transportation Authority  
3331 North First St, Building B  
San , CA 95134

February 6, 2026

Re: Letter of Transmittal - Clear Channel Outdoor's Response to SDMTS Bus Furniture Installation, Maintenance and Advertising Services RFP (MTS DOC. NO. G3041.0-25)

Dear Ms. Delos Santos,

Clear Channel Outdoor, LLC ("CCO") is pleased to submit the enclosed proposal in response to the Santa Clara Valley Transportation Authority's Request for Proposals for the Transit Advertising Program. This proposal has been prepared to directly address the evaluation criteria outlined in the RFP, including proposer experience and qualifications, project organization and staffing, operational approach, compliance, and overall ability to deliver a high-quality transit advertising program for VTA.

Clear Channel Outdoor is one of the nation's largest out-of-home advertising and public-asset operators, with extensive experience managing transit advertising programs for public agencies across the United States and Northern California. Our transit portfolio includes bus, rail, station, shelter, and other transit-related advertising assets operated under agency advertising policies, contractual performance standards, and community guidelines. This experience demonstrates CCO's qualifications to manage complex, highly visible transit advertising programs that require disciplined execution, transparency, and coordination with public agencies.

While CCO is not the incumbent transit advertising contractor for VTA, we currently serve as VTA's bus shelter service, maintenance, and advertising provider. Through this role, we work regularly with VTA staff and are familiar with the Authority's operational environment, approval processes, reporting expectations, and performance standards. This familiarity supports effective coordination and reduces transition risk should CCO be selected for the transit advertising program.

CCO's proposed project organization is structured to provide clear accountability across sales, advertising operations, installation coordination, and contract administration. Our transit advertising programs are supported by a dedicated, transit-focused sales organization experienced in operating within public-agency advertising policies and approval frameworks. Sales activities are closely coordinated with operations and administrative teams to ensure that advertising execution aligns with VTA requirements, schedules, and quality standards.

Operationally, CCO offers the organizational depth, financial stability, and internal controls necessary to support a long-term public-agency partnership. Our Northern California leadership team provides local oversight and decision-making authority, supported by national resources, standardized procedures, and centralized systems for inventory management, creative review, posting verification, and performance reporting. These systems are designed to support transparency, accuracy, and responsiveness throughout the term of the contract.

CCO recognizes that transit advertising assets are integral components of VTA's system and directly influence rider experience and public perception. Accordingly, our approach emphasizes compliance with agency policies, professionalism in advertiser representation, and collaboration with VTA staff to address issues, priorities, and evolving program needs. We view transit advertising as a service-driven program that must align with agency objectives as well as revenue goals.

In summary, Clear Channel Outdoor's proposal reflects a strong alignment with VTA's evaluation criteria, supported by proven transit advertising experience, a logical and well-defined project organization, dedicated and qualified personnel, and a disciplined operational approach. CCO is prepared to deliver a compliant, well-managed, and transparent transit advertising program that supports VTA's goals and the communities it serves.

We appreciate the opportunity to submit this proposal. Should you have any questions regarding this response, please contact Erik Neese at [erikneese@clearchannel.com](mailto:erikneese@clearchannel.com). As confirmed in the enclosed materials, we acknowledge receipt of all issued addenda. This proposal shall remain valid for one hundred twenty (120) days from the date of submission.

Thank you for your consideration. We look forward to hearing from you.

Sincerely,  
CLEAR CHANNEL OUTDOOR, LLC

*Beth Halverson*

Beth Halverson  
Branch President, Northern California

# Company Information

### 3. Company Information

Proposer's Company: Clear Channel Outdoor, LLC

Parent Company: Clear Channel Outdoor Holdings, Inc.

Federal Tax ID Number: 86-0801051

Clear Channel Outdoor, LLC ("CCO" or "Clear Channel Outdoor") is a Delaware limited liability company that is wholly owned by Clear Channel Outdoor Holdings, Inc., a Delaware corporation ("CCOH"). CCOH is publicly traded on the New York Stock Exchange under the symbol (CCO).

Address: 555 12th St | Ste 950 | Oakland | CA | 94607

Project Contact: Erik Neese | ErikNeese@clearchannel.com | 510.446.7249

Business Established 1901

Website: [www.clearchanneloutdoor.com](http://www.clearchanneloutdoor.com)

Clear Channel Outdoor

How can we help you?

## Get More With Us

Because Clear Channel Outdoor (CCO) is committed to doing more, our partners get more. More impact. More innovation. More partnership. More results.

[Learn More](#)

### Get more with Clear Channel Outdoor

- 130M Americans reached weekly
- 60K+ Roadside & Airport Displays
- 65+ U.S. Markets

Let us help you reach the right audience, in the right place, at the right time with results you can measure. We offer advertising opportunities in over 65 markets and in 55+ commercial airports nationwide. Whether we develop a campaign in a single market or nationwide, we're here to help meet your goals.

Source: Geopath OOH Ratings (P5+), August 2022

# Qualifications

## 4. Qualifications of Firm

Qualifications to be considered include, but are not limited to: recent relevant experience of the Proposer 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.

### 4.1 Firm Overview and Transit Advertising Experience

Clear Channel Outdoor, LLC (“CCO”) is one of the nation’s largest out-of-home advertising companies, with extensive experience operating transit advertising programs for public agencies across the United States. CCO manages advertising programs encompassing bus, rail, station, platform, interior, exterior, static, and digital transit assets under public-agency advertising policies, contractual performance standards, and community guidelines.

CCO’s transit advertising services include advertising sales, inventory management, advertiser compliance, content review, installation coordination, campaign verification, reporting, and agency coordination. These programs operate in highly visible, policy-driven environments and require disciplined execution, transparency, and close collaboration with transit authorities to balance revenue objectives with public accountability and rider experience.

### 4.2 Relevant Transit Advertising Experience and Program Transitions

CCO has demonstrated success assuming responsibility for large, complex transit advertising programs previously operated by other vendors. These transitions have required continuity of revenue, advertiser retention, policy compliance, and uninterrupted service delivery.

Most recently, CCO was selected through competitive procurement processes to operate the transit advertising programs for San Diego Metropolitan Transit System (MTS), encompassing 600 buses, and Houston METRO, encompassing 451 buses and 10 trains. Both contracts involved the transition of active advertising inventories from incumbent contractors. In each case, CCO assumed full responsibility for advertising sales, inventory management, advertiser compliance, installation coordination, reporting, and agency coordination across multiple-format transit systems.



These transition efforts required structured handoff procedures, coordination with agency staff, and immediate operational readiness to maintain advertiser confidence and program performance. CCO’s experience executing these transitions demonstrates its ability to manage change while minimizing operational and revenue risk for public agencies.

### 4.3 Transit Advertising Leadership and Subject Matter Expertise

CCO's transit advertising qualifications are strengthened by an experienced leadership team and subject matter experts with direct, hands-on responsibility for operating major transit advertising contracts. Collectively, the proposed project team brings decades of direct experience operating transit advertising programs for major public transportation agencies, with senior leadership averaging 15+ years of transit and municipal advertising experience.

As part of this proposal, John Phillips, based in CCO's Southern California team, is supporting the VTA proposal team as a transit advertising subject matter expert. Mr. Phillips currently manages CCO's San Diego Metropolitan Transit System (MTS) transit advertising contract, providing hands-on oversight of sales strategy, inventory management, advertiser compliance, content review, and coordination with transit authority staff. His active role managing a large, multi-format transit advertising program informs CCO's proposed approach for VTA and supports effective knowledge transfer and application of proven best practices.

CCO's broader leadership and sales organization also includes professionals with extensive prior experience operating transit advertising programs for major public transportation agencies. This collective expertise ensures familiarity with transit-specific advertising policies, approval processes, advertiser mix management, and the operational coordination required to deliver compliant, revenue-generating transit advertising programs.

#### **4.4 Technology Supporting Transit Advertising Operations, Compliance, and Revenue**

CCO utilizes a suite of proprietary technology platforms developed specifically to support the operation, oversight, and performance of large-scale transit advertising programs. These systems are actively deployed across major public-agency contracts, including San Diego MTS and CapMetro, and are designed to provide transparency, accountability, and agency control.

- **Inventory and Contract Management**

CCO's transit advertising programs are supported by Quattro, an industry standard inventory and contract management platform configured to support CCO's transit advertising operations. Quattro serves as the central system of record and supports real-time inventory management, campaign scheduling, posting and removal tracking, forecasting, invoicing, and revenue reporting across vehicle, station, and digital formats.

- **Campaign Tracking and Verification**

Integrated posting and verification tools provide digital confirmation of campaign installation and removal, asset-level tracking, and timely identification of missing or non-compliant advertising. These tools support accurate reporting, audit readiness, and consistent enforcement of advertising standards.

- **Content Management and Agency Messaging Control**

For digital transit assets, CCO utilizes Spot Chart, an industry-standard digital content management platform that supports centralized scheduling and distribution of digital advertising content while providing transit agencies with priority access for service alerts, emergency messaging, and agency communications.

- **Data, Analytics, and Performance Measurement**

CCO supports transit advertising programs with CCO RADAR, a proprietary analytics platform that leverages aggregated and anonymized mobile location data in a privacy-compliant manner. RADAR provides audience measurement, exposure verification, and performance insights that support advertiser demand while maintaining compliance with public-agency advertising policies.

- **Agency Reporting and Transparency**

CCO provides access to Clear Access, a secure reporting platform that allows agency partners to review campaign status, inventory utilization, and revenue reporting. Reporting is customizable to meet agency-specific requirements and supports audits, performance reviews, and ongoing coordination.

Collectively, these systems function as operational risk-management tools that support policy

compliance, documentation, transparency, and consistent execution across large, multi-format transit advertising programs.

#### 4.5 Financial Capacity and Organizational Stability

CCO operates as part of a publicly traded organization with established financial controls, audited financial reporting, and access to capital sufficient to support long-term transit advertising contracts. This financial stability enables CCO to sustain staffing, operations, technology investments, and contractual commitments over the full term of the agreement, independent of short-term market conditions.

#### Clear Channel Financial Statements

#### 4.6 Representative Transit Advertising Client References

In accordance with RFP S25242 requirements, the following client references are provided for transit advertising programs similar in scope and complexity to VTA's Transit Advertising Program:

*San Diego Metropolitan Transit System (MTS)*  
 Reference Contact: Mark Olsen  
 Title: Director of Marketing & Communications  
 Phone: (619) 557-4588  
 Email: mark.olson@sdmts.com



*Houston METRO*  
 Reference Contact: Jeffery Yeomans  
 Title: Contracts Administrator  
 Phone: (512) 369-7727  
 Email: jeffery.yeomans@capmetro.org



*North County San Diego Transit Agency (NCTD)*  
 Reference Contact: Mary Dover  
 Title: Chief of Staff  
 Phone: (760) 967-2895  
 Email: mdover@nctd.org



#### 4.7 Community Partnerships and Public Service Messaging

Clear Channel Outdoor has a long-standing role as a communications partner to municipalities, public agencies, and community-based organizations throughout the Bay Area. In addition to commercial

advertising, CCO regularly collaborates with cities and nonprofit organizations to support public service messaging, community awareness campaigns, and government communications—particularly on digital platforms that allow for timely, flexible outreach.

CCO maintains active agreements with multiple Bay Area cities, including Milpitas, San José, Belmont, and Santa Clara, to display city-sponsored messaging on digital advertising assets. These partnerships support municipal communications such as public safety notices, transportation updates, community events, emergency messaging, and local initiatives, ensuring residents receive important information through highly visible, trusted channels.

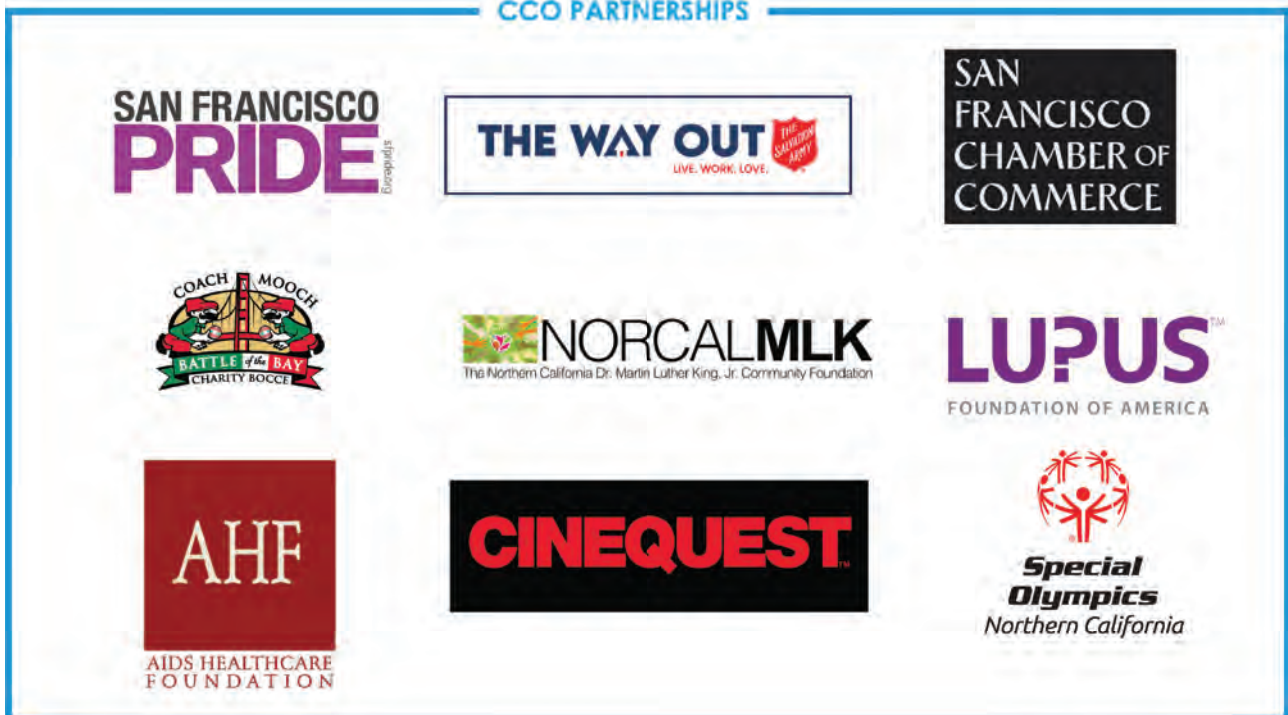
CCO also supports nonprofit and social service organizations through dedicated public service campaigns, including partnerships with The Salvation Army – The Way Out program, which provides rehabilitation services and support for unhoused individuals, as well as collaborations with Community Strong Strategies and Directors Alliance San José, organizations focused on community resilience, leadership development, and coordinated responses to local challenges.

CCO's commitment to civic engagement is reinforced by the active involvement of its Northern California leadership in regional and local organizations. Branch President Beth Halverson serves on the San Francisco Chamber of Commerce and provides leadership in support of the small business community. She also participates in initiatives with the Bay Area Council and BAARC, reflecting an ongoing commitment to economic development, workforce support, and community well-being.

Through these partnerships, CCO demonstrates an understanding that transit and municipal advertising programs are not solely revenue-generating assets, but also essential public communication tools that support agency priorities, community standards, and public benefit.



CCO PARTNERSHIPS



# Revenue

## 5. Revenue

*Reasonableness of the total revenue proposed and competitiveness of this amount with other offers received. Proposer must have financial stability and resources sufficient to fulfill the obligations of the contracts as determined by VTA. Also evaluated will be the reasonableness of the other related considerations such as terms, administration and accounting. Proposer must submit a proposal guarantee in the amount of \$25,000 that is valid until such time as the selected Contractor has executed an agreement with VTA. The proposer must submit a performance guarantee in the form of an Irrevocable Letter of Credit equal to 50% of the guaranteed amount for the second contract year.*

### 5.1 Reasonableness and Competitiveness of Proposed Revenue

CCO's revenue proposal has been structured to be both reasonable and competitive when evaluated against VTA's transit advertising inventory, asset mix, and current market conditions. The proposed Minimum Annual Guarantee (MAG) and percentage-of-revenue structure reflect a disciplined assessment of achievable performance rather than speculative assumptions.

The proposal provides VTA with a strong guaranteed revenue baseline while allowing VTA to participate meaningfully in upside performance through a 67.5% share of gross advertising revenue, whichever is greater. This structure aligns incentives, supports long-term program stability, and positions the proposal competitively relative to other offers received.

Detailed revenue amounts, Minimum Annual Guarantee values, and percentage-of-revenue terms are presented in the Cost Proposal included as Appendix C – Form 3 and incorporated herein by reference.

### 5.2 Ability to Fulfill Revenue Obligations

CCO has the financial stability and resources sufficient to fulfill the obligations of the contract, as contemplated by the RFP. CCO's ability to deliver the proposed revenue is supported by

- Established local, regional, and national sales resources focused on transit advertising
- Proven experience managing multi-format transit advertising programs
- Disciplined pricing, inventory management, and advertiser mix strategies
- Internal systems supporting forecasting, revenue tracking, and reconciliation

Revenue assumptions reflected in the Cost Proposal are grounded in CCO's operating experience with comparable transit advertising programs and are not dependent on one-time campaigns or short-term discounting.

### 5.3 Reasonableness of Terms, Administration, and Accounting

CCO's proposed revenue structure includes clear and reasonable terms and is supported by straightforward, transparent administration. Centralized accounting and reporting systems are used to ensure accurate tracking of advertising contracts, timely reporting, and audit-ready documentation.

Revenue administration includes:

- Monthly revenue reporting consistent with VTA's contract requirements
- Clear documentation supporting reconciliation and audit review
- Timely remittance of payments in accordance with agreed terms

- These practices support effective contract administration and reduce administrative burden for VTA.

#### **5.4 Financial Assurances and Guarantees**

In accordance with the RFP requirements, CCO has submitted a proposal guarantee in the amount of \$25,000, valid until such time as the selected contractor has executed an agreement with VTA. CCO will also provide a performance guarantee in the form of an Irrevocable Letter of Credit equal to 50% of the guaranteed amount for the second contract year, as required by the RFP. These financial assurances further demonstrate CCO's financial capacity and commitment to fulfilling its obligations under the contract.

# Project Organization

## Staffing

### 6. Staffing & Project Organization

Qualifications of project staff will be considered, particularly key personnel, and, especially, the project manager. The Proposer is required to list they key personnel who will be assigned to the program, their qualifications and disciplines and the total person hours or each individual's degree of commitment. Other factors to be considered include, but are not limited to key personnel's level of involvement in performing related work, logic of project organization, adequacy of labor commitment, and concurrence in the restrictions on changes in key personnel.

#### 6.1 Project Leadership & Management Oversight

CCO proposes to utilize the same Northern California leadership and project organization supporting its VTA bus shelter program to deliver the Transit Advertising Program. This structure provides continuity, established coordination protocols, and direct familiarity with VTA's operating environment, expectations, and reporting requirements.

Northern California operations are led by Beth Halverson, Branch President, who provides executive oversight for operational performance, contract compliance, and revenue stewardship across transit and municipal advertising partnerships. Ms. Halverson is supported by a cross-functional leadership team responsible for transit advertising sales, inventory management, advertising operations, compliance, reporting, and agency coordination.

The proposed staffing model ensures clear accountability, appropriate levels of involvement by key personnel, and adequate labor commitment to support the size and complexity of VTA's transit advertising inventory.

An organizational chart depicting reporting relationships, communication pathways, and functional responsibilities for the VTA Transit Advertising Program is provided in Appendix A. Resumes for key personnel assigned to the VTA Transit Advertising Program are provided in Appendix B.

#### 6.2 Key Personnel and Degree of Commitment

The following individuals are designated as key personnel for the VTA Transit Advertising Program. Each individual has defined responsibilities, relevant qualifications, and a demonstrated level of involvement in performing related work.

##### **Beth Halverson – Branch President, Northern California**

Location: Oakland, CA

Role: Executive leadership, contract compliance oversight, revenue stewardship, and escalation support

Estimated participation: **5 hours per week**

##### **Brad Bludau – VP of Sales, Sales Strategy Oversight**

Location: Oakland, CA

Role: Strategic direction for transit advertising sales, pricing discipline, revenue alignment, and coordination with regional and national sales resources

Estimated participation: **6 hours per week**

##### **Emmy Wright – Local Sales Manager**

Location: Oakland, CA

Role: Day-to-day execution of transit advertising sales, advertiser compliance at the client level, and coordination with VTA advertising policy requirements

Estimated participation: **12 hours per week**

#### **Tanya Dragoo – Advertising Operations Lead**

Location: Sacramento, CA

Role: Inventory control, booking, contract processing, and advertising workflow execution

Estimated participation: **8 hours per week**

#### **Victor Hill – Operations & Maintenance Oversight**

Location: Sacramento & Oakland, Ca

Role: Program-level oversight of maintenance operations, service standards, and subcontractor performance

Estimated Participation: **15 hours per week**

#### **Toby Flanagan – Field Supervision (Maintenance)**

Location: Oakland, Ca

Role: Direct supervision of field crews performing inspections, cleaning, power washing, repairs, and asset condition monitoring

Estimated Participation: **20 hours per week**

#### **Erik Neese – VP of Real Estate**

Location: Sacramento & Oakland, Ca

Role: Provides executive oversight of real estate, permitting, and entitlement activities supporting the VTA transit advertising program

Estimated Participation: **8 hours per week**

#### **Margeaux Casillas – Program Administration Lead**

Location: Oakland, Ca

Role: Day-to-day program administration, agency coordination, reporting, documentation, compliance tracking, and contract support

Estimated participation: **20 hours per week**

#### **Raquel Topete**

Location: Oakland, Ca

Role: Full-time project management, cross-functional coordination, issue resolution, and primary point of contact with VTA

Estimated participation: **40 hours per week, dedicated**

### **6.3 Supporting Subject Matter and Oversight Roles**

The following individuals provide specialized expertise and oversight in support of the Transit Advertising Program:

John Phillips – Transit Advertising Subject Matter Expert

Provides subject matter expertise informed by active management of a large, multi-format transit advertising program, supporting sales strategy, inventory management, advertiser compliance, and application of operational best practices.

Layne Lawson – Public Affairs and Advertising Policy Oversight

Provides oversight of advertising content review, public-agency policy compliance, and sensitive advertising considerations.

Cody Schuster – Financial Oversight

Provides budget oversight, revenue reconciliation support, and financial coordination consistent with contract requirements.

#### **6.4 Adequacy of Labor Commitment and Project Organization**

CCO's staffing plan reflects an appropriate and sufficient allocation of labor resources to support the Transit Advertising Program. Key personnel are assigned with meaningful levels of involvement rather than nominal oversight, ensuring responsiveness, accountability, and continuity of service.

Day-to-day program execution is supported by dedicated sales, advertising operations, and administrative personnel, while senior leadership and subject matter experts remain actively engaged to provide guidance and escalation support as required.

#### **6.5 Subcontractor Support**

CCO may utilize qualified subcontractors to support specific, specialized functions associated with the Transit Advertising Program, such as advertising installation, removal, and limited electrical or technical services related to advertising assets. Subcontractors are selected based on experience working in transit environments and familiarity with applicable safety, access, and compliance requirements.

All subcontracted services are performed under CCO's direct supervision and integrated into the overall project organization described in this section. CCO retains full responsibility for subcontractor performance, compliance, and service outcomes in accordance with contract requirements. Subcontractor personnel are not designated as key personnel. Detailed subcontractor information is provided in the required Administrative Submittals included in the Appendix.

#### **6.6 Continuity of Personnel and Restrictions on Changes**

CCO acknowledges and concurs with the RFP's restrictions on changes to key personnel. The individuals identified as key personnel are expected to remain assigned to the VTA Transit Advertising Program for the duration of the contract term. Any proposed change to key personnel will be subject to VTA's prior review and approval in accordance with contract requirements.

This commitment supports continuity of service, institutional knowledge, and a stable working relationship with VTA staff.

# Project Understanding

## Work Plan

### **7. Work Plan & Project Understanding**

*Proposer's demonstrated understanding of the project requirements. In addition, the Proposer 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 fleet, VTA's transit assets, and VTA Advertising Policy.*

#### **7.1 Overview of the Transit Advertising Program**

VTA's Transit Advertising Program includes a diverse portfolio of advertising assets, including bus and light rail exteriors and interiors, light rail station posters and dominations, digital displays, parking facilities, and other transit-owned properties. These assets operate within active transit environments and are subject to VTA's Advertising Policy, safety requirements, and operational constraints.

Clear Channel Outdoor's work plan is structured to ensure consistent revenue generation while maintaining strict compliance, operational reliability, rider experience, and public accountability. The program is supported by disciplined coordination across sales, advertising operations, content review, installation scheduling, vendor oversight, and reporting.

#### **7.2 Advertising Sales and Inventory Management**

CCO's sales and inventory management approach is designed to maximize revenue while preserving inventory integrity and compliance with VTA policy. Key elements include:

- Coordinated sales planning across local, regional, and national sales teams
- Disciplined pricing strategies by asset type and exposure
- Strategic packaging of inventory to increase yield without oversaturating the market
- Active management of advertiser mix to support long-term program stability
- Alignment of sales commitments with inventory availability and operational capacity

Sales activity is coordinated closely with advertising operations to ensure campaigns are executable, accurate, and delivered on schedule.

#### **7.3 Advertising Operations and Campaign Execution**

Advertising operations are managed through a centralized Ad Operations function responsible for executing approved campaigns across VTA's transit system. This function oversees inventory booking, campaign scheduling, installation coordination, posting verification, removal of expired or non-compliant advertising, and quality control.

All execution activities are coordinated with VTA staff to address safety requirements, access constraints, and operational considerations associated with active transit environments.

#### **Vehicle Advertising Installation Protocol**

Installation Vendor: East Bay Wraps & Signs Co., Inc.

### 1. Ordering of Advertising Materials

CCO provides ad-space-specific specification sheets to advertisers and reviews all creative to ensure compliance with VTA's Advertising Policy. Any non-standard or sensitive content is escalated to VTA for review and approval prior to production. Upon approval, CCO orders VTA-approved 3M materials and tracks production and delivery to align with installation schedules.

### 2. Pre-Install Quality Control

All printed materials are inspected prior to deployment to confirm accuracy, material quality, and adherence to approved specifications before release to the installation vendor.

### 3. Pre-Install Vehicle Inspection

Each vehicle is inspected for pre-existing damage prior to installation. Vehicle numbers and advertising surfaces are photographed and documented within CCO's tracking system. All federal, state, and VTA safety regulations are followed while operating within vehicle yards.

### 4. Advertisement Installation

East Bay Signs' trained installation crews clean all advertising surfaces prior to application and install materials using approved 3M installation methods designed to protect vehicle finishes. Installations are performed during VTA-approved access windows, typically overnight, and in accordance with all site access and safety protocols.

### 5. Post-Installation Documentation

Following installation, photographs of vehicle numbers and completed ad placements are captured and uploaded to CCO's tracking platform. Each record includes timestamps, vehicle identification, advertiser, ad type, and relevant installation notes for verification and reporting.



## Vehicle Advertising Removal Protocol

### 1. Pre-Removal Documentation

Before removal, photographs are taken of each vehicle side displaying advertising, capturing asset numbers and overall condition.

### 2. Vinyl Removal

Advertising vinyl is removed by trained installers using manufacturer-approved techniques to prevent surface damage. Vinyl is not layered unless explicitly approved by VTA.

### 3. Surface Cleaning

Following removal, vehicle surfaces are cleaned to remove adhesive residue using approved cleaning methods and reusable materials where feasible.

### 4. Post-Removal Documentation

After removal, photographs are taken to confirm clean removal and surface condition. Before-and-after documentation is retained within CCO's centralized system for quality assurance review.

### 5. Tracking, Verification, and Reporting

Each removal is logged within CCO's tracking system, including timestamps, asset numbers, and technician details. Reporting is available in real time and may be shared with VTA upon request or via portal access.

### 6. Removal Timeframes

Standard removals are completed within the same week a campaign ends. VTA-directed or rush removals are prioritized and completed within 72 hours.

## 7.4 Content Review, Policy Compliance, and Agency Coordination

CCO applies structured workflows to ensure all advertising complies with VTA's Advertising Policy. This

includes formal content review prior to production, defined escalation procedures for sensitive or non-routine advertising, coordination with VTA staff for review or approval as required, and prompt removal or modification of advertising that does not meet policy or contractual standards.

### 7.5 Reporting, Documentation, and Performance Monitoring

CCO provides transparent, auditable reporting to support oversight and accountability. Reporting and monitoring activities include:

- Monthly advertising inventory reports
- Monthly revenue reports and reconciliation support
- Campaign status updates and posting verification
- Documentation supporting audits and contract compliance

Regular coordination meetings with VTA staff will be used to review performance, address issues, and align priorities.

### 7.6 Installation Vendor Qualifications – East Bay Wraps & Signs Co., Inc.

East Bay Wraps & Signs Co., Inc. is a UASG 3M Certified Installation Company and a 3M Authorized Installer specializing in wide-format vinyl installations, commercial vehicle wraps, and architectural film applications. The company is also a full-service outdoor sign provider with experience supporting transit, commercial, and municipal clients.

As certified specialists in 3M DI-NOC Architectural Films and approved 3M installation methods, East Bay Signs delivers durable, high-quality installations that protect underlying surfaces while meeting rigorous performance standards. Their work emphasizes precision, surface preparation, and long-term durability across demanding environments.

East Bay Signs incorporates sustainable practices by utilizing materials and techniques designed to extend the life of existing substrates and reduce waste. The firm provides end-to-end services including project consultation, installation, documentation, and quality control, ensuring consistent execution and compliance with VTA requirements.

### 7.7 Pre-Transition Coordination

Prior to contract commencement, CCO will work closely with VTA staff to establish a shared transition framework, including:

- Confirmation of VTA Advertising Policy requirements, approval workflows, and escalation protocols
- Alignment on access procedures, safety requirements, and installation scheduling for vehicles, stations, and wfacilities
- Agreement on reporting formats, timelines, and points of contact
- Development of a detailed transition schedule coordinated with VTA milestones

#### Inventory Validation and Data Integration

At the outset of the transition period, CCO will validate the advertising inventory and prepare systems for program launch, including:

- Verification of active advertising assets across bus, light rail, station, and digital formats
- Review of existing advertising placements, expiration dates, and contractual commitments
- Migration of inventory and campaign data into CCO's inventory and reporting systems
- Identification and resolution of discrepancies in coordination with VTA

#### Advertiser Communication and Continuity

To preserve revenue and advertiser confidence, CCO will implement a structured advertiser communication process that includes:

- Direct outreach to existing advertisers to introduce CCO as the new operator
- Confirmation of campaign schedules, posting locations, and creative specifications
- Coordination to avoid service interruptions or premature removals
- Clear communication of approval processes and points of contact

#### Phased Operational Assumption

CCO will assume full operational responsibility through a phased approach designed to minimize disruption, including:

- Alignment of installation and removal schedules with existing campaign timelines
- Gradual assumption of booking, posting, and reporting responsibilities
- Close coordination with VTA staff during early execution to address issues promptly
- Real-time monitoring of campaign execution during the initial operating period

#### Transition Completion and Stabilization

Following the initial operating period, CCO will transition into steady-state operations supported by routine reporting and coordination, including:

- Confirmation that all inventory, reporting, and workflows are fully operational
- Review of early performance metrics and service levels with VTA
- Identification of any corrective actions or refinements
- Establishment of a regular cadence for ongoing coordination meetings

This transition approach is designed to protect VTA's revenue interests, maintain service continuity, and establish a stable operating platform from the outset of the contract term.

### **7.8 Ongoing Program Management and Continuous Improvement**

Following transition, CCO will focus on steady-state operations supported by ongoing evaluation and refinement. Ongoing program management includes:

- Regular review of inventory utilization and advertiser mix
- Monitoring of campaign execution and service levels
- Identification of opportunities for operational efficiencies
- Evaluation of potential, VTA-approved revenue enhancements or innovations
- Ongoing communication and coordination with VTA staff

CCO views the Transit Advertising Program as a long-term partnership and is committed to responsive service, clear communication, and continuous alignment with VTA's objectives.

For any comments or questions on this  
VTA Transit Advertising RFP, please contact:

Erik Neese  
Vice President of Real Estate - NorthernCalifornia  
ErikNeese@clearchannel.com  
510.446.7249

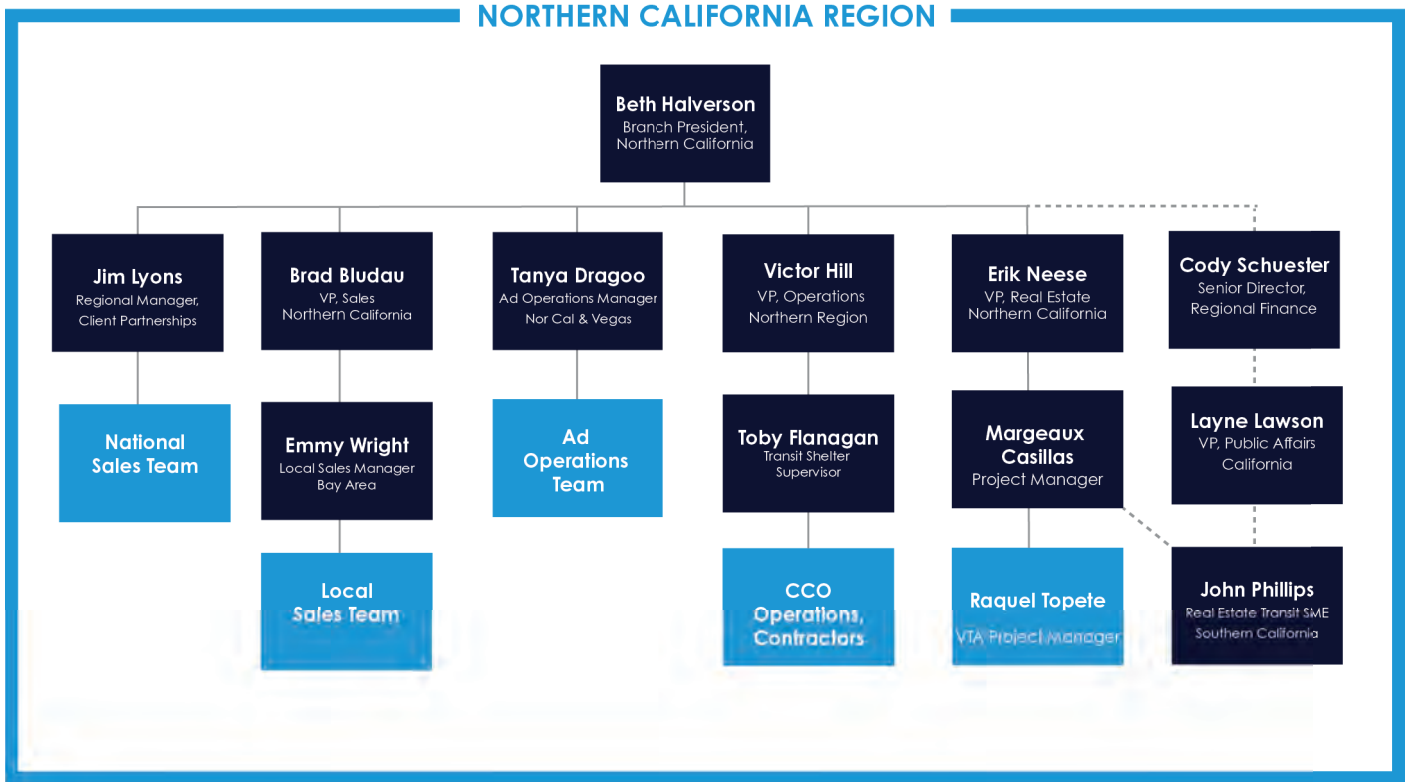
 **Clear Channel** Outdoor

# Appendices

# Appendix A

## Organizational Chart

Appendix A - Organizational Chart



# Appendix B

Resumes

## Appendix B – Resumes

### Beth Halverson

#### Branch President, Northern California

Clear Channel Outdoor - San Francisco Bay Area & Sacramento

Beth serves as Branch President for Northern California at Clear Channel Outdoor, where she provides executive leadership for operations, contract compliance, and revenue performance across transit and municipal advertising partnerships. She brings more than 20 years of experience leading advertising programs in highly regulated, public-sector environments and is known for her disciplined, collaborative approach to agency partnerships, operational governance, and sustainable revenue generation. Beth has extensive experience working directly with transit agencies and municipalities to ensure advertising programs meet agency standards, support rider experience, and deliver predictable, compliance-driven results.

#### **Clear Channel Outdoor** *Branch President, Northern California* Oct'23 – Present

- Provides executive oversight for Northern California operations, including transit shelter, bus, municipal, and public-facing advertising programs
- Responsible for contract compliance, operational performance, financial stewardship, and revenue alignment across multiple agency partnerships
- Serves as senior escalation point for agency coordination, policy interpretation, and issue resolution
- Works closely with operations, advertising operations, sales, public affairs, and real estate teams to ensure consistent service delivery and compliance with agency requirements

#### **Intersection** *Vice President / General Manager, SMB Director* 2014 – 2023

- Led complex transit and municipal advertising programs across multiple West Coast markets, including San Francisco, Portland, and Seattle
- Managed contracts and partnerships with major transit agencies including BART, AC Transit, SFMTA, TriMet, King County Metro, and Sound Transit
- Partnered directly with agency stakeholders to ensure compliance, streamline operations, and drive sustainable revenue growth
- Oversaw cross-functional teams responsible for operations, sales, marketing, and client services in highly regulated environments

#### **Cox Media Group** *KTVU Channel 2 Television – Integrated Media Sales Manager / Account Executive* 2007 – 2014

- Managed multi-platform advertising sales strategies for one of the Bay Area's leading broadcast news organizations
- Developed expertise in sales governance, media operations, and advertiser accountability
- Built long-term client relationships while operating within structured regulatory and compliance frameworks

### Board & Community Involvement

San Francisco Chamber of Commerce *Member, Board of Director* Oct '23 – Present

- Serves on the San Francisco Chamber of Commerce Board/Small Business supporting initiatives focused on small business advocacy and economic development.

Participates in Clear Channel Outdoor's annual title sponsorship of the Coach Moch Battle of the Bay Charity Bocce event, supporting regional charitable and community initiatives

### Education

Fordham University

*Bachelor's Degree*

**Brad Bludau****Vice President of Sales, Bay Area**

Clear Channel Outdoor - San Francisco Bay Area

Brad serves as Vice President of Sales for CCO's Bay Area market, where he leads revenue strategy and sales execution across transit and out-of-home advertising programs. He brings extensive experience managing large sales organizations, aligning revenue strategy with inventory availability and contract requirements, and ensuring compliant execution within public-sector and municipal environments. Brad is responsible for guiding sales performance across multiple transit and municipal programs and is known for his disciplined, data-driven approach to team leadership, client strategy, and operational coordination.

**Clear Channel Outdoor** *Vice President of Sales, Bay Area* *Mar'25 – Present*

- Leads revenue strategy and sales execution across transit and out-of-home advertising programs in the Bay Area
- Oversees a sales organization of more than 20 Account Executives and one Local Sales Manager supporting local, regional, and national clients
- Responsible for sales performance across key transit programs, including SFMTA transit shelters, VTA transit shelters, East Bay bus bench programs, and Sacramento Regional Transit assets
- Works closely with advertising operations, maintenance, and real estate teams to align sales strategy with inventory availability, contract requirements, and municipal guidelines
- Ensures sales activity is executed consistently and in compliance with agency advertising policies and public-sector standards

**Browne Musser Agency** *Director of Business Development* *May '24 – Mar'25*

- Supported business development initiatives for public, private, and nonprofit clients
- Collaborated with clients to develop integrated communications strategies across earned, paid, and digital media
- Provided strategic guidance on messaging, audience engagement, and campaign execution

**Audacy, Inc.** *General Sales Manager* *Jan'21 – Feb '24*

- Led high-performing sales teams across digital audio, podcasting, broadcast radio, sponsorships, and experiential offerings
- Managed recruitment, training, and performance of sales staff
- Drove revenue growth through multi-platform sales strategies and data-informed audience insights

**Entercom** *Vice President, Digital Sales* *Oct'18 – Dec'20*

- Oversaw digital advertising efforts across 18 major U.S. markets
- Worked with advertisers and agencies on cross-platform digital campaigns
- Supported national sales initiatives and digital product strategy

**Board & Community Involvement**

Boys &amp; Girls Club – Playin' Fore Parkinson's Board Member

- Supports fundraising and awareness initiatives through community engagement and sponsorship efforts

Participates in Clear Channel Outdoor's annual title sponsorship of the Coach Mooch Battle of the Bay Charity Bocce event, supporting regional charitable and community initiatives

**Education**

Arizona State University

*Bachelor's Degree*

**Emmy Wright****Local Sales Manager, Bay Area**

Clear Channel Outdoor - San Francisco Bay Area

Emmy serves as Local Sales Manager for Clear Channel Outdoor's Bay Area market, supporting revenue growth and compliant execution across transit and out-of-home advertising programs. She brings more than four years of experience in full-cycle selling and transit-focused out-of-home planning, with a strong emphasis on disciplined account management, coordination, and adherence to agency requirements. Emmy's experience is rooted in transit advertising, where she has worked closely with sales, advertising operations, and operations teams to ensure effective campaign delivery within highly regulated public-sector environments.

**Clear Channel Outdoor** *Local Sales Manager, Bay Area* Sept'25 – Present

- Supports day-to-day sales execution for transit and out-of-home advertising programs in the Bay Area
- Works under the leadership of the Vice President of Sales to support the Account Executive team and manage Sales Coordinators Manager supporting local, regional, and national clients
- Oversees local advertiser coordination, booking support, and compliance for transit advertising programs, including transit shelters and related formats
- Collaborates with advertising operations and maintenance teams to align sales activity with inventory availability, posting schedules, and agency requirements
- Ensures adherence to transit agency advertising policies and approval processes

**Intersection Co.** *Account Executive* Oct '23 – Aug'25

- Supported full-cycle selling and account management for transit and out-of-home advertising programs
- Worked extensively with transit agency contracts across the United States, with a primary focus on the San Francisco Municipal Transportation Agency transit shelter program
- Coordinated with internal sales, operations, and advertising operations teams to ensure compliant and timely campaign execution
- Managed client relationships to support business renewal and expansion within regulated environments

**T-Mobile** *Account Executive* Oct'22 – Oct'23

- Managed a defined client territory in the Bay Area, serving as the primary point of contact for customers
- Built relationships through disciplined account management, problem-solving, and service coordination

**Freelance** *Associate Buyer* May '21 – Aug '21

- Supported forecasting and merchandising analysis
- Assisted with trend analysis and inventory planning

**Community Involvement**

- Community Emergency Response Team (CERT), State of California
- Alamo United Methodist Church – New Orleans, LA *Volunteer, Disaster Relief*

**Education**

- Fashion Institute of Design & Merchandising (FIDM) *BS, Business Management*
- Associate of Arts (A.A.), Merchandise Marketing

**Tanya Drago****Senior Manager, Advertising Operations - California**

Clear Channel Outdoor

Tanya serves as Senior Manager of Advertising Operations for Clear Channel Outdoor in California, where she oversees advertising operations and inventory management across multiple markets, including Northern California. She brings more than fourteen years of experience in advertising operations, inventory control, and contract administration, with deep expertise supporting transit and municipal advertising programs in highly regulated environments. Tanya is responsible for ensuring accurate inventory management, compliant booking practices, and timely execution of advertising campaigns across transit shelters, buses, and other out-of-home assets..

**Clear Channel Outdoor** *Senior Manager, Advertising Operations – California* Jun'23 – Present

- Oversees advertising operations and inventory management for multiple California markets, including Northern California
- Manages all advertising bookings for assigned markets, ensuring accuracy, compliance, and alignment with contract requirements
- Leads a team of Advertising Operations Specialists responsible for inventory verification, client holds, contract processing, and creative assignment
- Supports transit advertising programs, including bus shelters and bus advertising, through coordinated execution and compliance oversight
- Works closely with sales, operations, and real estate teams to ensure timely posting, accurate delivery, and adherence to agency standards

**Clear Channel Outdoor** *Regional Manager, Advertising Operations* Feb'21 – Jul'23

- Managed regional advertising operations across Northern California
- Oversaw inventory control, booking workflows, and execution processes for multiple markets
- Supported sales and operations teams in delivering compliant and accurate advertising campaigns

**Clear Channel Outdoor** *Import Sales Specialist* Sept'11-'16

- Handled national sales coordination for Sacramento, California and Reno, Nevada markets
- Supported national client bookings, inventory allocation, and contract processing

**Community Involvement**

- Active member of Clear Channel Outdoor's Culture and Community Team
- Regular participant in community initiatives including:
  - Stand Down for homeless veterans
  - Making Strides for Breast Cancer
  - Make-A-Wish Foundation events

Participates in Clear Channel Outdoor's annual title sponsorship of the Coach Moch Battle of the Bay Charity Bocce event, supporting regional charitable and community initiatives

**Victor Hill****Regional Operations Manager, Northern California**

Clear Channel Outdoor

Victor serves as Regional Operations Manager for Clear Channel Outdoor, overseeing day-to-day operations and maintenance for transit and street-furniture programs across the San Francisco Bay Area and Sacramento region. He brings extensive, hands-on experience managing large field teams and maintaining public-facing transit infrastructure in highly regulated municipal environments. Victor is responsible for operational performance, asset conditions, safety standards, and service reliability across multiple transit and municipal contracts. His leadership emphasizes disciplined execution, workforce management, and responsive issue resolution in support of long-term agency partnerships.

**Clear Channel Outdoor** *Regional Operations Manager* 2023- Present

- Provides regional leadership for transit shelter and street-furniture operations across Northern California
- Oversees maintenance, inspections, cleaning, power washing, repairs, and field execution for public-facing assets
- Manages operational teams supporting San Francisco, San José, and Sacramento markets
- Ensures compliance with agency standards, safety requirements, and contract obligations
- Serves as senior escalation point for operational issues and coordination with internal teams and agency partners

**Clear Channel Outdoor** *Operations Manager* 2018-2023

- Managed daily operations and maintenance programs for transit shelter assets
- Oversaw field supervisors, maintenance crews, and subcontracted services
- Supported programs with SFMTA, VTA, Sacramento Regional Transit, AC Transit, the City of Oakland, and the San Francisco newsrack program
- Coordinated staffing, scheduling, and maintenance planning to meet service standards

**Clear Channel Outdoor** *Field and Operations Roles* 2013 – 2018

- Began career as a Transit Shelter Cleaner in San Francisco
- Advanced through progressively responsible field and supervisory roles supporting transit shelter operations
- Developed hands-on expertise in shelter maintenance, inspections, repairs, and field coordination

**Community Involvement**

Victor is actively engaged in community service and mentorship. His service includes:

Teaching children's church over multiple years

Completing a six-month missionary assignment in the Philippines, where he supported restoration efforts and taught at a men's recovery home

Participates in Clear Channel Outdoor's annual title sponsorship of the Coach Moch Battle of the Bay Charity Bocce event, supporting regional charitable and community initiatives

**Toby Flanagan****Operations Supervisor - Bay Area**

Clear Channel Outdoor

Toby Flanagan serves as Operations Supervisor for Maintenance at Clear Channel Outdoor, providing direct, day-to-day supervision of field crews responsible for maintaining transit shelters and related advertising assets throughout Northern California. He brings hands-on field experience and practical operational leadership focused on safety, service quality, and consistent execution in public right-of-way environments.

**Clear Channel Outdoor** *Operations Supervisor – Maintenance (San Francisco & San José)*

2020 – Present

- Supervises field crews performing inspections, cleaning, power washing, graffiti removal, repairs, and asset condition monitoring
- Oversees daily work assignments, service routing, and completion of scheduled maintenance activities
- Ensures compliance with safety requirements, access protocols, and operational standards in active transit environments
- Coordinates closely with operations management and subcontractors to support timely response to urgent issues and special maintenance needs
- Verifies quality of completed work and supports documentation through established maintenance tracking systems

**Clear Channel Outdoor** *Shelter Maintenance Technician*

2018 – 2020

- Performed routine maintenance, repairs, graffiti removal, and cleaning of transit shelters
- Supported inspections and corrective maintenance across San Francisco and San José
- Developed working knowledge of shelter components, materials, and maintenance workflows

**Clear Channel Outdoor** *Shelter Cleaner*

Aug'17 – 2018

- Performed scheduled cleaning and upkeep of transit shelters
- Supported graffiti removal and asset condition monitoring
- Gained foundational experience working in public right-of-way and transit environments

**Community Involvement**

- Licensed minister actively involved with Victory Outreach Heart of the Bay
- Regularly participates in and supports church-led community events and outreach initiatives

**Erik Neese****Vice President of Real Estate - Northern California**

Clear Channel Outdoor

Erik serves as Vice President of Real Estate for CCO's Northern California operations, bringing more than 30 years of professional real estate experience. He provides senior-level oversight for permitting, entitlements, and infrastructure coordination for municipal and transit-related advertising infrastructure, ensuring regulatory compliance, schedule continuity, and long-term asset performance.

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**Clear Channel Outdoor** *Vice President of Real Estate – Northern California* August 2021 – Present

- Provides executive oversight for real estate, permitting, entitlements, and infrastructure activities supporting transit and municipal advertising programs across Northern California.
- Oversees real estate and development functions for active bus shelter programs with VTA, SFMTA, and Sacramento Regional Transit, as well as bus bench programs for Sacramento RT and the East Bay.
- Supports the deployment and ongoing operation of traditional and digital transit advertising assets, ensuring compliance with agency requirements, community standards, and operational constraints.
- Serves as a senior escalation resource for complex permitting, entitlement, or infrastructure issues, providing guidance to maintain schedule certainty and regulatory compliance.

**Clear Channel Outdoor** *Vice President of Real Estate – Northern California* August 2021 – Present

- Oversaw real estate, permitting, and public affairs activities supporting municipal and transit advertising programs in the Sacramento market.
- Managed agency relationships and entitlement processes associated with transit shelters, streetscape assets, and advertising infrastructure.
- Coordinated public affairs and community outreach efforts related to the deployment and operation of transit advertising assets.

**Cushman & Wakefield** *Director, Capital Markets & Investor Services* February 2012 – July 2019

- Led acquisition, disposition, and advisory services for public and private sector real estate clients.
- Completed more than \$1 billion in closed transactions and evaluated over \$3 billion in assets, including properties involving regulatory and land use considerations.

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**Community Involvement**

- *Active member of Clear Channel Outdoor's Culture and Community Team*

Participates in Clear Channel Outdoor's annual title sponsorship of the Coach Moch Battle of the Bay Charity Bocce event, supporting regional charitable and community initiatives

**Education**

California State University, Sacramento

*Bachelor of Science, Business Administration  
Concentration: Real Estate & Land Use Affairs*

**Margeaux Casillas****Project Manager**

Clear Channel Outdoor

Margeaux serves as Project Manager for Clear Channel Outdoor, supporting the execution, coordination, and administration of transit and municipal advertising programs. She brings more than five years of experience managing cross-functional initiatives, coordinating with internal teams and external vendors, and supporting compliance-driven delivery of public-facing infrastructure projects. Margeaux plays a key role in day-to-day program administration, agency coordination, scheduling, documentation, and tracking, ensuring that contractual obligations and operational requirements are met consistently across multiple jurisdictions.

**Clear Channel Outdoor** *Project Manager**Dec'22 - Present*

- Supports high-visibility infrastructure and asset programs, including asset management initiatives, shelter refresh programs, and advertising upgrades for transit and municipal environments
- Coordinates project scoping, scheduling, resource assignment, and vendor deliverables across multiple city districts
- Works closely with operations, maintenance, advertising operations, real estate, and agency partners to support compliant execution of public-facing programs
- Maintains project documentation, schedules, and status updates using centralized project management tools
- Assists with issue tracking, corrective action planning, and coordination related to permitting or installation delays

**Clear Channel Outdoor** *Real Estate Representative**Apr'18 – Dec'22*

- Managed concurrent capital and infrastructure projects across multiple municipal contracts
- Coordinated shelter repairs, production, installation, and maintenance schedules with third-party vendors
- Supported digital and static asset upgrades through scheduling, documentation, and vendor coordination
- Assisted with budget tracking, project pipeline planning, and milestone coordination
- Served as a liaison between internal teams and external partners to ensure alignment on deliverables and timelines

**All City Moving** *Office Supervisor**Apr'17 – Apr'18*

- Supported day-to-day office operations, scheduling, and administrative coordination
- Assisted with customer service, vendor coordination, and internal workflow management

**Community Involvement**San Francisco–Marin Food Bank *Volunteer*Community Painting and Beautification Projects – San Francisco *Volunteer***Education**

San José State University

*Bachelor of Arts, Studio Arts*

**John Phillips****Transit Advertising Subject Matter Expert (SME)**

Clear Channel Outdoor- Southern California

John serves as a Transit Advertising Subject Matter Expert for Clear Channel Outdoor, supporting the strategic management, transition, and operation of large-scale transit advertising programs. He has brought more than 15 years of direct experience in transit advertising sales, operations, inventory management, and program transitions, with deep familiarity operating within active transit environments and under public-agency advertising policies. John has extensive hands-on experience managing bus, light rail, station, and digital advertising assets and works closely with transit agency staff to ensure compliant execution, operational continuity, and revenue stability. His background includes both operator-side and agency-facing roles, providing practical insight into transit advertising program delivery.

**Clear Channel Outdoor** *Real Estate Development – Southern California* *Sept'23 – Present*

- Supports the development and management of digital and static out-of-home advertising assets across Southern California, including transit-related inventory
- Coordinates with cities and transit agencies on development agreements, ordinance considerations, and asset approvals
- Supports RFP responses, contract administration, and subsequent implementation for transit and municipal advertising programs
- Maintains and updates internal inventory, sales, and reporting systems, including Quattro and Salesforce
- Works with public agencies to align advertising assets with operational, safety, and policy requirements

**Clear Channel Outdoor** *Operations Manager II – Transit Advertising* *Jun'18 – Sept'23*

- Managed transit advertising operations across approximately 800 buses, 200 light rail vehicles, and 500+ transit shelters, coordinating installation, removal, and maintenance of static, digital, and large-format wrap advertising.
- Oversaw production and execution of thousands of transit advertising campaigns, including supervision of digital shelter deployments, vendor management, permitting coordination, and direct collaboration with transit agency operations and marketing staff
- Implemented operational efficiencies and cost controls resulting in more than \$1 million in savings while maintaining compliance with agency standards and uninterrupted service delivery.

**Michael Allen Associates** *Local Sales Manager / Operations Manager – Transit Advertising 2011 – Jun'18*

- Managed sales and operations for SDMTS bus and light rail advertising programs, including inventory management, advertiser coordination, and reporting within a public-agency, policy-driven environment.
- Led the transition from traditional transit posters to large-format bus and train wraps, expanding advertiser offerings and supporting revenue growth.
- Coordinated installation schedules, vendor qualification, and safety training in close collaboration with transit agency staff, ensuring compliant and timely execution of advertising campaigns.

**Education**

San Diego State University

*Bachelor of Arts, Geography – Natural Resource and Environmental Geography***Certifications and Training**

- DBIDS certified
- Roadway Worker Protection (RWP) trained
- Forklift certified

# Appendix C

## Recruitment Process

## We seek diverse talent

In addition to technology and innovation, we believe our people are our competitive edge. That advantage is made possible by our diverse workforce and our inclusive culture. It's our mix of people that ignites our spirit of innovation, enabling us to deliver smart advertising solutions for our customers. Where diverse ideas and voices are valued, new thinking emerges.

### Culture & Community THE CCOA WAY

#### Executive Diversity Advisory Council (EDAC)

EDAC Members				Leadership Commitment			
							
<small>Etefan Garcia End User Support Experience Lead</small>	<small>Susan Holschouer Branch President, Tampa</small>	<small>Shubha Goenka VP, Strategic and Product Marketing</small>	<small>Asif Momin VP, Global Treasury &amp; Cash Management</small>	<small>Scott Wells EDAC Sponsor</small>	<small>Lynn Feldman EDAC Sponsor</small>	<small>Kim Heintz EDAC Sponsor</small>	<small>Jasper 'JJ' Johnson EDAC Chair</small>
Dedicated Support							
			<small>Sharon Visk VP, Talent Management</small>	<small>Dan Rossi VP, Operations &amp; Safety</small>	<small>Joseph Dean VP, Real Estate &amp; Public Affairs</small>	<small>Sam Kridenwels Program Manager, Culture &amp; Talent</small>	

Culture & Community at Clear Channel is rooted in harnessing the power of diversity and inclusion. We believe that excellence and innovation happen when employees can utilize their talents and backgrounds to their full advantage. We do this by providing the resources each employee needs to thrive in their role so that we may continue creating innovative advertising solutions while enhancing our communities.

Since 2021, the Executive Diversity Advisory Council (EDAC) has guided Clear Channel in its mission to build an equitable and inclusive workplace. Members of the EDAC use their scope of the organization, business expertise, and unique experience to identify key initiatives that benefit stakeholders at every level.

## Culture & Community

We support the growth and wellbeing of our employees by focusing on three pillars:

- **Workforce** – Our people
- **Workplace** – Our culture
- **Marketplace** – Our communities

### Mentorship THE CCOA WAY

Mentorship: The CCOA Way was created to help all employees take control over their career development. The 12-18-month program is in its third cohort and is accompanied by regular trainings and roundtable discussions for participants.

### FACES For Clear Channel Outdoor

FACES is Clear Channel's employee resource group program and stands for Forging Allyship, Cultural Equity, and Support. There are currently three FACES groups focused on our BIPOC, female-identifying, and LGBTQIA+ employees and their allies. All employees are encouraged to participate in these groups.

### Spirit Day THE CCOA WAY

Clear Channel encourages employees to engage with their communities through Spirit Day, our volunteerism program. Employees may work with a nonprofit of their choosing or organize a group activity with their colleagues. CCO employees logged 4,334 volunteer hours in 2023 alone.

# Appendix D

Forms

## Appendix D – Form 1

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RFP S25192 Bus Shelter Advertising Program

**FORM 1. GENERAL INFORMATION**

*Instructions: Please complete this form and include in your Proposal. On a separate page, list all subconsultants; include company name, address, phone number and type of service.*

Company Name	Clear Channel Outdoor, LLC		
Street Address	555 12th St, Ste 950		
City/State/Zip	Oakland, Ca, 94607		
Phone No.	510-446-7200	DIR No.	
DUNS No.	94-549-4359	CAGE No.*	5F5T3
Federal Taxpayer ID No.	86-0801051	NAICS Codes	

\*Commercial and Government Entity ([www.sam.gov](http://www.sam.gov))

**POINT(S) OF CONTACT**

<b><u>Primary</u></b>	
Name/Title	Erik Neese, Vice President of Real Estate, Northern California
Phone No.	510-446-7249
Cell Phone No.	
E-mail	erikneese@clearchannel.com

<b><u>Alternate</u></b>	
Name/Title	Margeaux Casillas, Project Manager
Phone No.	510-446-7259
Cell Phone No.	
E-mail	margeauxcasillas@clearchannel.com

**AUTHORIZED SIGNATORIES:**

<b><u>Primary</u></b>	
Name/Title	Beth Halverson, Branch President, Northern California
Signature	
E-mail	bethhalverson@clearchannel.com

<b><u>Alternate</u></b>	
Name/Title	Erik Neese, Vice President Real Estate, Northern California
Signature	
E-mail	erikneese@clearchannel.com

## Appendix D – Form 2

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RFP S25242 Transit Advertising Program

**FORM 2. LEVINE ACT STATEMENT**Prime Proposer and Subconsultants must submit a signed Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer, or alternate, of a local government agency from participating in the award of a contract if he or she receives any contributions totaling more than \$250 in the twelve (12) months preceding the pendency of the contract award, and for twelve (12) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for elective office or on behalf of any committee in federal, state or local elections.

VTA's Board members and their alternates as of the date of this RFP are as follows:

Name	Title	Represents
Sergio Lopez	Chairperson	City of Campbell
Matt Mahan	Vice Chairperson	City of San Jose
Patrick "Pat" Burt	VTA Board Member	City of Palo Alto
Pam Foley	VTA Board Member	City of San Jose
Rosemary Kamei	VTA Board Member	City of San Jose
David Cohen	VTA Board Member	City of San Jose
Rob Rennie	VTA Alternate Board Member	Town of Los Gatos
Linda Sell	VTA Board Member	City of Sunnyvale
Omar Din	VTA Board Member	City of Sunnyvale
Carmen Montano	VTA Alternate Board Member	City of Milpitas
Mark Turner	VTA Alternate Board Member	City of Morgan Hill
Sudhanshu "Suds" Jain	VTA Board Member	City of Santa Clara
Betty Duong	VTA Alternate Board Member	County of Santa Clara
Sylvia Arenas	VTA Board Member	County of Santa Clara
Margaret Abe-Koga	Ex-Officio Member	Metropolitan Transportation Commission

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any VTA Board member or alternate in the twelve (12) months preceding the date of the issuance of this RFP?

No  Yes \_\_\_ Please identify the Board member or alternate: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any VTA Board member or alternate in the twelve months following the award of the contract?

No  Yes \_\_\_ Please identify the Board member or alternate: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude VTA from awarding a contract to your firm. It does, however, preclude the identified Board member or alternate from participating in the contract award process for this contract.

Beth Halverson Clear Channel Outdoor, LLC 01/15/2026  
 Signature: Firm Name: Date:

## Appendix D – Form 3

Year 1 2026 - 2027	FY	Description	MAG Amount	or of Revenue	%	Revenue Projection
		Bus Exterior	\$1,300,000		67.50%	
		Light Rail Exterior	\$200,000		67.50%	
		Bus and Light Rail Interior	\$100,000		67.50%	
		Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$0		67.50%	
		Light Rail Station Digital Displays	\$0		67.50%	
		<b>TOTAL MAG:</b>	\$1,600,000		67.50%	\$3,500,000

Year 2 2027 - 2028	FY	Description	MAG Amount	or of Revenue	%	Revenue Projection
		Bus Exterior	\$1,300,000		67.50%	
		Light Rail Exterior	\$200,000		67.50%	
		Bus and Light Rail Interior	\$100,000		67.50%	
		Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$0		67.50%	
		Light Rail Station Digital Displays	\$0		67.50%	
		<b>TOTAL MAG:</b>	\$1,600,000		67.50%	\$3,675,000

Year 3 2028 - 2029	FY	Description	MAG Amount	or of Revenue	%	Revenue Projection
		Bus Exterior	\$1,300,000		67.50%	
		Light Rail Exterior	\$200,000		67.50%	
		Bus and Light Rail Interior	\$100,000		67.50%	
		Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$0		67.50%	
		Light Rail Station Digital Displays	\$0		67.50%	
		<b>TOTAL MAG:</b>	\$1,600,000		67.50%	\$3,858,750

## Appendix D – Form 3

Year 4 2029 - 2030	FY	Description	MAG Amount	or of Revenue	%	Revenue Projection
		Bus Exterior	\$1,300,000		67.50%	
		Light Rail Exterior	\$200,000		67.50%	
		Bus and Light Rail Interior	\$100,000		67.50%	
		Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$0		67.50%	
		Light Rail Station Digital Displays	\$0		67.50%	
		<b>TOTAL MAG:</b>	\$1,600,000		67.50%	\$4,051,688

Year 5 2030 - 2031	FY	Description	MAG Amount	or of Revenue	%	Revenue Projection
		Bus Exterior	\$1,300,000		67.50%	
		Light Rail Exterior	\$200,000		67.50%	
		Bus and Light Rail Interior	\$100,000		67.50%	
		Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$0		67.50%	
		Light Rail Station Digital Displays	\$0		67.50%	
		<b>TOTAL MAG:</b>	\$1,600,000		67.50%	\$4,254,272

Option Year 1 FY 2031 - 2032		Description	MAG Amount	or of Revenue	%	Revenue Projection
		Bus Exterior	\$1,400,000		67.50%	
		Light Rail Exterior	\$250,000		67.50%	
		Bus and Light Rail Interior	\$150,000		67.50%	
		Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$0		67.50%	
		Light Rail Station Digital Displays	\$0		67.50%	
		<b>TOTAL MAG:</b>	\$1,800,000		67.50%	\$4,466,985

## Appendix D – Form 3

Option Year 2 FY 2032 - 2033	Description	MAG Amount	or % of Revenue	Revenue Projection
	Bus Exterior	\$1,400,000	67.50%	
	Light Rail Exterior	\$250,000	67.50%	
	Bus and Light Rail Interior	\$150,000	67.50%	
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$0	67.50%	
	Light Rail Station Digital Displays	\$0	67.50%	
	<b>TOTAL MAG:</b>	<b>\$1,800,000</b>	<b>67.50%</b>	<b>\$4,690,335</b>

Option Year 3 FY 2033 - 2034	Description	MAG Amount	or % of Revenue	Revenue Projection
	Bus Exterior	\$1,400,000	67.50%	
	Light Rail Exterior	\$250,000	67.50%	
	Bus and Light Rail Interior	\$150,000	67.50%	
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$0	67.50%	
	Light Rail Station Digital Displays	\$0	67.50%	
	<b>TOTAL MAG:</b>	<b>\$1,800,000</b>	<b>67.50%</b>	<b>\$4,924,851</b>

Option Year 4 FY 2034 - 2035	Description	MAG Amount	or % of Revenue	Revenue Projection
	Bus Exterior	\$1,400,000	67.50%	
	Light Rail Exterior	\$250,000	67.50%	
	Bus and Light Rail Interior	\$150,000	67.50%	
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$0	67.50%	
	Light Rail Station Digital Displays	\$0	67.50%	
	<b>TOTAL MAG:</b>	<b>\$1,800,000</b>	<b>67.50%</b>	<b>\$5,171,094</b>

## Appendix D – Form 4



## RFP S25192 Bus Shelter Advertising Program

**FORM 4. LISTING OF SBE PRIME AND SUBCONTRACTORS**

Firm (Prime): Clear Channel Outdoor LLC Phone: 510-446-7200  
 SBE:  Yes  No Age of Firm 124 years  
 Address: 555 12th St, Ste 950 Name & Title: \_\_\_\_\_  
 City, State, Zip: Oakland, Ca, 94607 Signature/ \_\_\_\_\_  
 Date \_\_\_\_\_

*Contract dollar value must exclude work performed by non-SBE except materials or equipment purchased and used in this contract.*

**CREDIT FOR SBE VENDOR** of materials or supplies is limited to 60% of its expenditures for materials and supplies required under this Contract and obtained from a SBE regular dealer. Credit for SBE manufacturers is given at 100% toward the SBE goal only where the SBE vendor manufactures or substantially alters the material prior to resale.

**CREDIT FOR SBE BROKERS** (Distributor or Representative) is limited to the fees and commissions of the amount paid. All other firms receive 100% credit, less work subcontracted by the SBE to non-SBE firms, towards the SBE goal.

*A SBE must be certified or accepted as Certified by VTA. Refer to 49CFR Part 26.*

Name & Address of Certified SBE	Certification Number	Agency Certifying	Age of Firm	Dollar Value Of Contract
1.				
2.				
3.				
4.				
5.				

**Description of Work**

1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_

**SBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:**

Total Contract Amount \$ \_\_\_\_\_  
 SBE Contract Amount \$ \_\_\_\_\_

SBE Contract Amount X 100 = SBE Goal Achieved Base Contract % \_\_\_\_\_ SBE Contract Goal % \_\_\_\_\_

Appendix D – Form 5



RFP S25192 Bus Shelter Advertising Program

**FORM 5. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS FOR DATA COLLECTION REQUIREMENTS**

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Proposer shall list all subcontractors regardless of whether they were selected or not. This includes both successful and unsuccessful subcontractors. Photocopy this form for additional firms.

Subcontractor Name & Address	Work Description	Subcontract Amount	Percentage of Bid Item Subcontracted	NAICS Codes	DBE/SBE (Y/N)	DBE/SBE Cert Number	Annual Gross Receipts	Subcontractor Name & Location
NAME East Bay Signs PO Box 4717 City, State Walnut Creek, CA	Install & removal of bus & rail wraps	90			N		<\$1million	
<\$5million								
<\$10million								
<\$15million								
Age of Firm in years								
NAME					N		<\$1million	
<\$5million								
<\$10million								
<\$15million								
Age of Firm in years								
NAME					N		<\$1million	
<\$5million								
<\$10million								
<\$15million								
Age of Firm in years								
NAME							<\$1million	
<\$5million								
<\$10million								
<\$15million								
Age of Firm in years								

Proposer: Clear Channel Outdoor LLC

# **EXHIBIT D**

Year 1 2026 - 2027	FY	Description	MAG Amount	or of Revenue	%	Revenue Projection
		Bus Exterior	\$1,700,000		70.50%	
		Light Rail Exterior	\$250,000		70.50%	
		Bus and Light Rail Interior	\$75,000		70.50%	
		Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$75,000		70.50%	
		Light Rail Station Digital Displays	\$150,000		70.50%	
		<b>TOTAL MAG:</b>	\$2,250,000		70.50%	\$4,000,000

Year 2 2027 - 2028	FY	Description	MAG Amount	or of Revenue	%	Revenue Projection
		Bus Exterior	\$1,737,778		70.50%	
		Light Rail Exterior	\$255,556		70.50%	
		Bus and Light Rail Interior	\$76,667		70.50%	
		Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$76,667		70.50%	
		Light Rail Station Digital Displays	\$153,333		70.50%	
		<b>TOTAL MAG:</b>	\$2,300,000		70.50%	\$4,200,000

Year 3 2028 - 2029	FY	Description	MAG Amount	or of Revenue	%	Revenue Projection
		Bus Exterior	\$1,775,556		70.50%	
		Light Rail Exterior	\$261,111		70.50%	
		Bus and Light Rail Interior	\$78,333		70.50%	
		Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$78,333		70.50%	
		Light Rail Station Digital Displays	\$156,667		70.50%	
		<b>TOTAL MAG:</b>	\$2,350,000		70.50%	\$4,410,000

Year 4 2029 - 2030	FY	Description	MAG Amount	or of Revenue	%	Revenue Projection
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	Bus Exterior	\$1,813,333	70.50%	
	Light Rail Exterior	\$266,667	70.50%	
	Bus and Light Rail Interior	\$80,000	70.50%	
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$80,000	70.50%	
	Light Rail Station Digital Displays	\$160,000	70.50%	
	<b>TOTAL MAG:</b>	\$2,400,000	70.50%	\$4,630,500

Year 5 2030 - 2031	FY	Description	MAG Amount	or of Revenue	%	Revenue Projection
		Bus Exterior	\$1,851,111	70.50%		
		Light Rail Exterior	\$272,222	70.50%		
		Bus and Light Rail Interior	\$81,667	70.50%		
		Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$81,667	70.50%		
		Light Rail Station Digital Displays	\$163,333	70.50%		
		<b>TOTAL MAG:</b>	\$2,450,000	70.50%		\$4,862,025

Option Year 1 FY 2031 - 2032	Description	MAG Amount	or of Revenue	%	Revenue Projection
	Bus Exterior	\$1,888,889	70.50%		
	Light Rail Exterior	\$277,778	70.50%		
	Bus and Light Rail Interior	\$83,333	70.50%		
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$83,333	70.50%		
	Light Rail Station Digital Displays	\$166,667	70.50%		
	<b>TOTAL MAG:</b>	\$2,500,000	70.50%		\$5,105,126

Option Year 2 FY 2032 - 2033	Description	MAG Amount	or of Revenue	%	Revenue Projection
	Bus Exterior	\$1,926,667	70.50%		
	Light Rail Exterior	\$283,333	70.50%		

	Bus and Light Rail Interior	\$85,000	70.50%	
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$85,000	70.50%	
	Light Rail Station Digital Displays	\$170,000	70.50%	
	<b>TOTAL MAG:</b>	\$2,550,000	70.50%	\$5,360,383

Option Year 3 FY 2033 - 2034	Description	MAG Amount	or % of Revenue	Revenue Projection
	Bus Exterior	\$1,964,444	70.50%	
	Light Rail Exterior	\$288,889	70.50%	
	Bus and Light Rail Interior	\$86,667	70.50%	
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$86,667	70.50%	
	Light Rail Station Digital Displays	\$173,333	70.50%	
	<b>TOTAL MAG:</b>	\$2,600,000	70.50%	\$5,628,402

Option Year 4 FY 2034 - 2035	Description	MAG Amount	or % of Revenue	Revenue Projection
	Bus Exterior	\$2,002,222	70.50%	
	Light Rail Exterior	\$294,444	70.50%	
	Bus and Light Rail Interior	\$88,333	70.50%	
	Light Rail Station Posters, Station Domination and Other Light Rail Assets (excluding Digital Displays)	\$88,333	70.50%	
	Light Rail Station Digital Displays	\$176,667	70.50%	
	<b>TOTAL MAG:</b>	\$2,650,000	70.50%	\$5,909,822

# **EXHIBIT E**



Date: May 15, 2026  
 Current Meeting: May 21, 2026  
 Board Meeting: June 4, 2026

## BOARD MEMORANDUM

**TO:** Santa Clara Valley Transportation Authority  
 Finance, Audit & Administration

**THROUGH:** General Manager/CEO, Carolyn M. Gonot

**FROM:** Chief Planning Officer, Deborah Dagang

**SUBJECT:** Approval of Transit Advertising Contract

**Policy-Related Action:** No

**Government Code Section 84308 Applies:** Yes

## ACTION ITEM

### RECOMMENDATION:

Recommend that the VTA Board of Directors authorize the General Manager/CEO to execute a revenue contract with Outfront Media Group, LLC for a Transit Advertising Program, for a period of five years beginning September 1, 2026, and ending August 31, 2031, with an option to extend for four additional one-year periods.

### EXECUTIVE SUMMARY:

- VTA issued a Request for Proposal (RFP) for transit advertising on November 4, 2025. Based on the competitive solicitation, VTA selected Outfront Media as its proposal provided the best value to VTA.
- In exchange for the exclusive right to sell advertising on transit vehicles and light rail stations, Outfront Media will pay VTA a \$1,700,000 Minimum Annual Guarantee (MAG) or 55% revenue share, whichever is greater, generating \$8,500,000 over the term of the five-year agreement.
- The scope of work includes advertising on light rail trains, buses, light rail station, and digital liveboards at BART Berryessa and Milpitas Stations.

### STRATEGIC PLAN/GOALS:

Revenue from the Transit Advertising Program aligns directly with the goals of VTA's Strategic Plan Business Line 1: Fast, Frequent, Reliable Transit. Revenue from the Transit Advertising Program contract supports VTA's general fund, helping to offset operational costs.

**FISCAL IMPACT:**

Under the terms of the recommended action, Outfront Media would provide VTA with a minimum of \$8,500,000 in advertising payments over the initial five-year term of the contract.

**BACKGROUND:**

VTA's current contract with Outfront Media started July 1, 2016 and expires August 31, 2026. Under the current contract, Outfront Media is responsible for selling advertising space on behalf of VTA. VTA issued an RFP to request proposals from firms specializing in Out-of-Home advertising to provide transit advertising services utilizing VTA's fleet of buses, light rail vehicles, and other transit assets to maximize advertising income for VTA. In FY26, Outfront Media will pay VTA a \$2,900,000 Minimum Annual Guarantee (MAG) or 65% revenue share. The proposed contract payment terms, similar to the current contract, include MAG payments and revenue sharing where revenues exceed the MAG.

**DISCUSSION:****Procurement/Contracts History and Activities**

The procurement for this contract was competitively procured. On November 4, 2025, VTA issued a Request for Proposals (RFP) for transit advertising services. Proposals were submitted on February 6, 2026. All proposals were reviewed and evaluated by a selected evaluation committee with unique subject matter expertise in or relating to the RFP scope of work. The proposals were evaluated based on the evaluation criteria set out in the RFP, which were as follows: qualification of the firm, staffing and project organization, workplan and project understanding, and revenue. Upon completing their evaluation, the evaluation committee determined that Outfront Media was the responsible proposer, whose proposal provided the best value to VTA.

The contents of the Proposals and revenue details are confidential until a contract is entered into and executed by VTA and the successful offeror, and the successful offeror has had an opportunity to review its proposals for public disclosure. Names of evaluation committee members are confidential and will not be disclosed.

The total contract price is supported by the completion of a cost or price analysis (of the independent cost estimate and contractor's cost proposal) and a determination of cost reasonableness.

The table below describes key procurement activities:

<b>Procurement activities:</b>	<b>Date:</b>	<b>Other:</b>
Advertise RFP	November 4, 2025	
Proposals Due Date	February 6, 2026	
Evaluation and Discussions Period	February 9, 2026 - March 26, 2026	
BAFOs Due (if applicable)	March 18, 2026	
Notice of Recommended Award	April 28, 2026	To: <b>Outfront Media</b> Revenue Amount: <b>Five years: \$8,500,000 Four-year extension option: \$6,800,000</b> Term/Duration of Contract: <b>Five year: September 1, 2026 - August 31, 2031, four-year extension Option: September 1, 2031 - August 31, 2035</b>
Protest	Yes/No: No	Date:

<https://procurement.opengov.com/portal/vta/projects/212700>

**Evaluation Summary:**

<b>Evaluation Summary</b>	<b>Proposer #1:</b> <u>Outfront Media</u>	<b>Proposer #2:</b> <u>Clear Channel Outdoor</u>	<b>Proposer #3:</b> <u>Intersection Media</u>
<b>Proposer Rank</b>	<b>1</b>	<b>2</b>	<b>3</b>

**ALTERNATIVES:**

The Board could select a different proposer, however, VTA would lose existing digital advertising installations at Berryessa and Milpitas.

**CLIMATE IMPACT:**

This item does not have an impact on climate change

**BUSINESS DEVELOPMENT REQUIREMENTS:**

As this is a revenue agreement, VTA did not establish a specific goal for this program, but contractors are encouraged to afford maximum opportunity to SBEs.

Prepared by: Krista Periandri  
Memo No. 10215

**ATTACHMENTS:**

- Attachment A - Government Section Code 84308 for Contract S25242 Transit Advertising Program (PDF)

**Attachment A**  
 Selection of Transit Advertising Program  
 List of Consultant(s)/Contractor(s)

<b>Firm Name</b>	<b>Name</b>	<b>Role</b>	<b>Location</b>
Outfront Media Group, LLC	P. Damian Gutierrez	SVP, Transit Development	90 Park Ave, Floor 9 New York, NY 10016
Outfront Media Group, LLC	Edward Jacobs	SVP, Head of Real Estate Development	90 Park Ave, Floor 9 New York, NY 10016
Outfront Media Group, LLC	Michael Wells	VP Transit Development	90 Park Ave, Floor 9 New York, NY 10016
Outfront Media Group, LLC	Cynthia Beiler	Area Vice President San Francisco	San Francisco, CA
Outfront Media Group, LLC	Michael Parvin	Sales Director	San Francisco, CA
Outfront Media Group, LLC	Christian Grimshaw	National Ship-in Manager	San Francisco, CA
Outfront Media Group, LLC	Christine Rose	Sr Marketing Director	US Western Region

# **EXHIBIT F**



## FINANCE, AUDIT & ADMINISTRATION COMMITTEE

Thursday, May 21, 2026

12:00 PM

The Santa Clara Valley Transportation Authority (VTA) Finance, Audit and Administration Committee Regular meeting will be held at VTA Administrative Offices at Conference Room B-106, 3331 N. First Street, San José, California, 95134.

The meeting will be streamed through Zoom: <https://us02web.zoom.us/j/82130176394>

The meeting can be accessed through:

Call in (one-tap): +16692192599,,82130176394# or +16699009128,,82130176394#

Call in (telephone): +1 669 219 2599 or +1 669 900 9128 Webinar ID: 821 3017 6394

### AGENDA

#### CALL TO ORDER

1. ROLL CALL
2. PUBLIC COMMENT

This portion of the agenda is reserved for persons desiring to address the Committee on any matter not on the agenda but are within the subject matter jurisdiction of the Finance, Audit and Administration (FAA) Committee. Speakers are **limited to 2 minutes**. The amount of time allocated to speakers may vary at the Chairperson's discretion depending on the number of speakers and length of the agenda. The law does not permit Committee action or extended discussion on any item not on the agenda except under special circumstances. All statements that require a response will be referred to staff for reply in writing.

3. ORDERS OF THE DAY

#### CONSENT AGENDA

4. ACTION ITEM-Approve the Regular Meeting Minutes of April 16, 2026.
5. ACTION ITEM -Recommend that the VTA Board of Directors adopt the VTA Remote Public Access Disruption Policy.
6. ACTION ITEM -Ratify the appointment or reappointment to the Bicycle & Pedestrian Advisory Committee for the two-year term July 2026 - June 2028.

7. ACTION ITEM -Recommend that the VTA Board of Directors approve the reappointment of Emily Lo to serve a second term on the 2016 Measure B Citizens' Oversight Committee in the Municipal/Public Finance Professional representative position.
8. ACTION ITEM -Review and approve VTA's Government Affairs Report and positions on legislation included in the matrix for June, 2026.
9. ACTION ITEM -Recommend the Board authorize the General Manager/CEO or Deputy General Manager to purchase Property and Casualty insurance coverage renewing VTA's Transit Operations Insurance Program for Fiscal Year 2027 of an amount not to exceed \$7,550,000.
10. INFORMATION ITEM -Receive a summary-level update on the current status of projects in the Board approved Auditor General Work Plan for Fiscal Years 2024/2025 through 2026/2027.
11. INFORMATION ITEM -Review and accept the Monthly Investment Report for March 2026.
12. INFORMATION ITEM -Review the Monthly Procurements and Contracts Report for March 2026; Open Procurements Report.

## **REGULAR AGENDA**

13. ACTION ITEM -Review and accept the FY2026 Third Quarter Statement of Revenues & Expenses.
14. ACTION ITEM -Recommend that the VTA Board of Directors adopt the Low Carbon Fuel Standard Credit Generation, Sale, and Use of Proceeds Policy.
15. ACTION ITEM -Recommend that the VTA Board of Directors authorize the General Manager/CEO to execute a revenue contract with Outfront Media Group, LLC for a Transit Advertising Program, for a period of five years beginning September 1, 2026, and ending August 31, 2031, with an option to extend for four additional one-year periods.
16. ACTION ITEM -Review and accept the Auditor General's Assessment Report of VTA's Hire to Retire and Succession Planning.
17. ACTION ITEM -Review and accept the Auditor General's Study on VTA's Unfunded Mandates.


## **OTHER ITEMS**

18. Items of Concern and Referral to Administration.
19. Review Committee Work Plan. (Starostina)
20. Committee Staff Report. (Starostina)
21. Chairperson's Report. (Turner)

**22.** Determine Consent Agenda for the June 4, 2026 Board of Directors Meeting

**23.** ANNOUNCEMENTS

**24.** ADJOURN

In accordance with the Americans with Disabilities Act (ADA) and Title VI of the Civil Rights Act of 1964, VTA will make reasonable arrangements to ensure meaningful access to its meetings for persons who have disabilities and for persons with limited English proficiency who need translation and interpretation services. Individuals requiring ADA accommodations should notify the Board Secretary's Office at least 48-hours prior to the meeting. Individuals requiring language assistance should notify the Board Secretary's Office at least 72-hours prior to the meeting. The Board Secretary may be contacted at (408) 321-5680 or [board.secretary@vta.org](mailto:board.secretary@vta.org) or (408) 321-2330 (TTY only). VTA's home page is or visit us on  [www.facebook.com/scvta](https://www.facebook.com/scvta) (408) 321-2300: 中文 / Español / 日本語 / 한국어 / tiếng Việt / Tagalog.

Disclosure of Campaign Contributions to Board Members (Government Code Section 84308) In accordance with Government Code Section 84308, no VTA Board Member shall accept, solicit, or direct a contribution of more than \$500 from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, contract, or other entitlement for use is pending before the agency. Any Board Member who has received a contribution within the preceding 12 months in an amount of more than \$500 from a party or from any agent or participant shall disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use his or her official position to influence the decision. A party to a proceeding before VTA shall disclose on the record of the proceeding any contribution in an amount of more than \$500 made within the preceding 12 months by the party, or his or her agent, to any Board Member. No party, or his or her agent, shall make a contribution of more than \$500 to any Board Member during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding. The foregoing statements are limited in their entirety by the provisions of Section 84308 and parties are urged to consult with their own legal counsel regarding the requirements of the law.

The May 21, 2026, Finance, Audit and Administration Committee Meeting will be held at Conference Room B106 at the VTA Administrative Offices. This location is served by the VTA Blue and Green light rail lines. The nearest station is River Oaks. For trip planning information, contact our Customer Service Department at (408) 321-2300 between the hours of 6:00 a.m. to 7:00 p.m. Monday through Friday and 7:30 a.m. to 4:00 p.m. on Saturday. Schedule information is also available on our website, [www.vta.org](http://www.vta.org).

You can access the Zoom meeting at <https://us02web.zoom.us/j/82130176394> or by calling +1 669 219 2599 and enter Webinar ID: 821 3017 6394

All reports for items on the open meeting agenda are available on the VTA website, [www.vta.org](http://www.vta.org) and at the in-person meeting location.

The public may provide comments to the committee meeting as follows:

1. It is encouraged that written public comments be submitted by email by 5:00 p.m. on May 20, 2026, to [board.secretary@vta.org](mailto:board.secretary@vta.org). The comments will be distributed to the committee members and posted on the VTA website as soon as possible.
2. Verbal public comments will be accepted through video/teleconference and in-person meeting.
3. In-person attendees who wish to address the committee on any item on the agenda or under the committee's jurisdiction are encouraged to complete a speaker card and submit BEFORE the item is heard. The speaker cards are available on the public information table at the in-person meeting location.
4. During the meeting, remote attendees may address the Committee by clicking on the "Zoom" meeting link above and press \*9 or use the 'raise hand' function in the app.

**NOTE: THE BOARD OF DIRECTORS MAY ACCEPT, REJECT OR MODIFY  
ANY ACTION RECOMMENDED ON THIS AGENDA.**

# **EXHIBIT G**



April 7, 2026

Clear Channel Outdoor, LLC  
Attn: Mr. Erik Neese, Vice President of Real Estate, Northern California  
552 12<sup>th</sup> St. Suite 950  
Oakland, CA 94607  
Email: [erikneese@clearchannel.com](mailto:erikneese@clearchannel.com)

RE: RFP S25242 – Transit Advertising Program  
Notice of Intent to Award

Dear Mr. Neese:

This Notice of Intent to Award hereby informs participating Proposers that VTA will enter into negotiations with the highest ranked Proposer, Outfront Media Group, LLC.

Award of the Contract for RFP S25242 is subject to negotiations. In the event that negotiations with the highest ranked Proposer are unsuccessful, VTA reserves the right to enter into negotiations with the next highest ranked Proposer(s).

VTA provides this notice as a courtesy to participating Proposers and reminds them that information related to this solicitation is confidential until such time that VTA successfully concludes negotiations and publishes the Notice of Recommended Award.

VTA appreciates your participation and interest in this solicitation and looks forward to your continued interest in future opportunities.

Sincerely,  
Lida Delos Santos, Contracts Administrator

# **EXHIBIT H**

## Jon Holland

---

**From:** Phillips, John <JohnPhillips@clearchannel.com>  
**Sent:** Tuesday, May 26, 2026 12:56 PM  
**To:** Halverson, Beth; Casillas, Margeaux; Neese, Erik  
**Subject:** RE: Request for information - RFP Response/Scoring  
**Attachments:** RE: CPRA Re: S25192 & S25192

Email chain attached.

Here is what was initially send through their web portal:

<https://www.vta.org/recordrequest>

Pursuant to the California Public Records Act (PRA), I would like to request the following records related to both the Transit Advertising Program (RFP S25242) and the Bus Shelter Advertising Program (RFP S25192)

- Any and all RFP proposals including additional attachments or exhibits that Santa Clara Valley Transportation Authority (“VTA”) received
- Any and all pricing schedules (Appendix D-Form 3 for RFP S25242 and Form 3. Cost Proposal Form for RFP S25192) for initial bids and best and final offers (BAFO) that Santa Clara Valley Transportation Authority (“VTA”) received
- Any and all scorecards/rankings/evaluation/assessment forms completed for initial bids and best and final offers (BAFO) by Santa Clara Valley Transportation Authority (“VTA”) staff/evaluation committee



John Phillips

Real Estate Development Rep.

7257 Ronson Rd, Ste E | San Diego, CA 92111

📞 858.302.5142 📠 858.285.5482 📠 858.243.5419

---

**From:** Halverson, Beth <bethhalverson@clearchannel.com>  
**Sent:** Tuesday, May 26, 2026 12:47 PM  
**To:** Casillas, Margeaux <MargeauxCasillas@clearchannel.com>; Phillips, John <JohnPhillips@clearchannel.com>; Neese, Erik <erikneese@clearchannel.com>  
**Subject:** Request for information - RFP Response/Scoring

[ INTERNAL ]

Team,

Can you please forward me your email chain of when we asked for our scoring and what VTA's response was when we request this information.

Thank you!



**Beth Halverson** (she/her)

Branch President Northern California  
555 12<sup>th</sup> Street #950 Oakland CA 94607

**M** 510.926.0334

[clearchanneloutdoor.com](http://clearchanneloutdoor.com)

[Twitter](#) [LinkedIn](#) [Insta](#) [Facebook](#) [Blog](#)

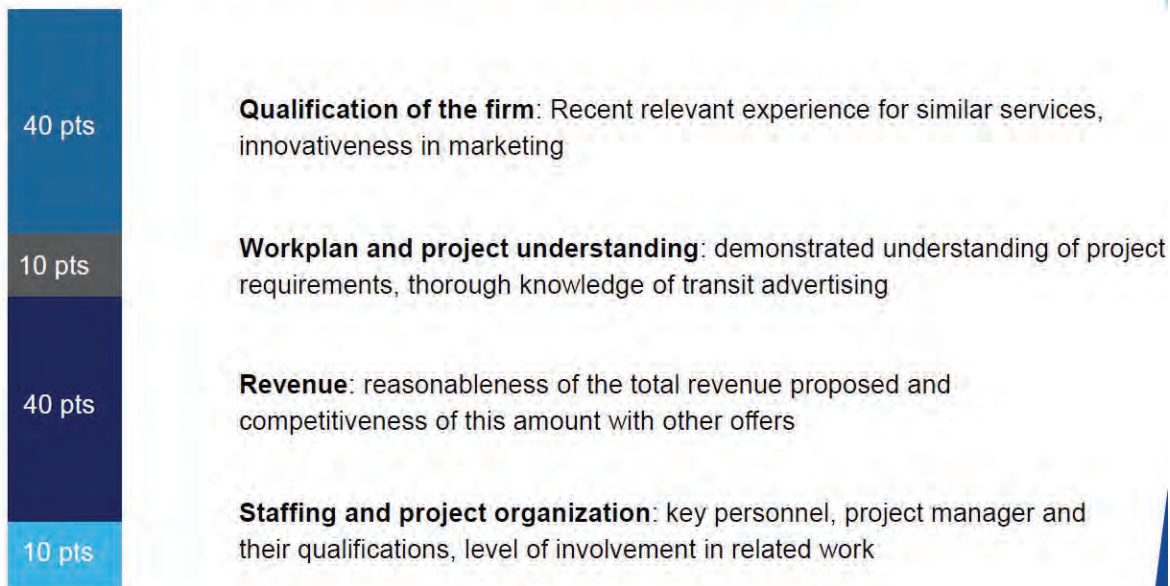
---

**From:** Phillips, John <JohnPhillips@clearchannel.com>  
**Sent:** Wednesday, May 20, 2026 3:46 PM  
**To:** Rodriguez, Jessica-14945- Paralegal  
**Cc:** VTA Board Secretary  
**Subject:** RE: CPRA Re: S25192 & S25192

Thank you.

If you could also include the score cards of all applicants for both RFP's and any committee comments, that would be appreciated.

## Evaluation Criteria: Scoring



---

 **Clear Channel Outdoor** | GET MORE WITH US.

John Phillips  
Real Estate Development Rep.  
7257 Ronson Rd, Ste E | San Diego, CA 92111  
📞 858.302.5142 📠 858.285.5482 📠 858.243.5419

---

**From:** Rodriguez, Jessica-14945- Paralegal <Jessica.Rodriguez@vta.org>  
**Sent:** Monday, May 18, 2026 3:26 PM

To: Phillips, John <JohnPhillips@clearchannel.com>  
Cc: VTA Board Secretary <Board.Secretary@vta.org>  
Subject: RE: CPRA Re: S25192 & S25192

You don't often get email from [jessica.rodriguez@vta.org](mailto:jessica.rodriguez@vta.org). [Learn why this is important](#)

[EXTERNAL]

Hi John,

Looks like the contract went to our board May 7<sup>th</sup>, however, it has not been executed yet. Please feel free to check back in a few weeks.

Thank you.

Jessica

---

From: Phillips, John <JohnPhillips@clearchannel.com>  
Sent: Monday, May 18, 2026 9:52 AM  
To: Rodriguez, Jessica-14945- Paralegal <Jessica.Rodriguez@vta.org>  
Cc: VTA Board Secretary <Board.Secretary@vta.org>  
Subject: [EXTERNAL] RE: CPRA Re: S25192 & S25192

**CAUTION: This Message originated from outside VTA. Do not click links or open attachments unless you recognize the sender and know the content is safe!**

Jessia,

It has been a month, and I believe the contracts have been executed. Checking in to see if the requested information can be shared yet?

---

 **Clear Channel Outdoor** | GET MORE WITH US.

John Phillips

Real Estate Development Rep.  
7257 Ronson Rd, Ste E | San Diego, CA 92111  
📞 858.302.5142 📠 858.285.5482 📠 858.243.5419

---

From: Rodriguez, Jessica-14945- Paralegal <Jessica.Rodriguez@vta.org>  
Sent: Monday, April 20, 2026 3:17 PM  
To: Phillips, John <JohnPhillips@clearchannel.com>  
Cc: VTA Board Secretary <Board.Secretary@vta.org>  
Subject: CPRA Re: S25192 & S25192

[EXTERNAL]

Good afternoon,

Your California Public Records Act request was forwarded to my attention. This is a timely notice of determination pursuant to Government Code Section 7922.535.

The contract for both RFPs S25242 & S25192 have not been executed. Therefore, VTA's interest in keeping the requested records confidential outweighs the public's interest in disclosure until the contracts have been fully executed. As such, VTA will not be disclosing records pertaining to these procurements at this time. [Gov. Code §7922.000; Michaelis, Montanari & Johnson v. Superior Court (2006) 38 Ca.4<sup>th</sup> 1065.] Please feel free to check back in a few weeks.

Thank you.

*Jessica Rodriguez*

Paralegal

Santa Clara Valley Transportation Authority  
3331 North First Street  
San Jose, CA 95134-1927  
Phone: 408-321-7561



*Jessica Rodriguez*

Paralegal

Santa Clara Valley Transportation Authority  
3331 North First Street  
San Jose, CA 95134-1927  
Phone: 408-321-7561



# **EXHIBIT I**



Date: 4/28/2026

**NOTICE OF RECOMMENDED AWARD**

RFP S25242  
TRANSIT ADVERTISING PROGRAM

Notice is hereby given that, subject to approval by VTA Board of Directors, the Contract for Transit Advertising Program under RFP S25242 will be awarded to Outfront Media Group, LLC.

For any questions, please contact Lida Delos Santos, Contracts Administrator, email: [Lida.Delossantos@vta.org](mailto:Lida.Delossantos@vta.org); subject line: "RFP S25242, Transit Advertising Program".

Signed by:

*Kunjan Dayal*

2E1034D8FC66460...

For:

Nicole Chapman  
Chief Procurement Officer  
Santa Clara Valley Transportation Authority

**From:** VTA Board Secretary

**Sent:** Wednesday, June 3, 2026 10:07 AM

**To:** VTA Board of Directors

**Subject:** From VTA: VTA and Consulates Team Up to Promote Transit Ahead of the 2026 FIFA World Cup

Contact: [Media.Relations@VTA.org](mailto:Media.Relations@VTA.org)

408-464-7810 (no texts)

June 3, 2026

## **VTA and Consulates Team Up to Promote Transit Ahead of the 2026 FIFA World Cup**

**SAN JOSE, CA** — VTA and international consulates will come together to encourage fans to use public transit during the 2026 FIFA World Cup matches at the San Francisco Bay Area Stadium (Levi's Stadium).

As the primary transit provider serving the stadium, VTA is preparing to welcome tens of thousands of international visitors and provide convenient, reliable, sustainable, and affordable transportation to and from the World Cup matches.

Consuls General from various countries whose teams are playing at Levi's will sport their national jerseys and share travel guidance and resources available to their citizens traveling to the Bay Area for the games.

Participating consulates include Austria, Jordan, and Switzerland.

**WHEN:** Friday, June 5, 2026, at 10 a.m. - 11 a.m. (program begins promptly at 10:30)

**WHERE:** VTA Great America Light Rail Station platform in front of the San Francisco Bay Area Stadium (Levi's Stadium)

This press conference will be streamed on [Facebook Live](#). For more information on routes, schedules, and access planning, visit [vta.org/worldcup](http://vta.org/worldcup).

**About VTA**

*Santa Clara Valley Transportation Authority (VTA) is an independent special district that is responsible for bus, light rail and paratransit operations, transportation planning, and serves as the county's congestion management agency.*

**From:** VTA Board Secretary

**Sent:** Thursday, June 4, 2026 9:55 AM

**To:** VTA Board of Directors

**Subject:** From VTA: UPDATED EVENT LOCATION: VTA and Consulates Promote Transit for 2026 FIFA World Cup Press Conference



Contact: [Media.Relations@VTA.org](mailto:Media.Relations@VTA.org)

408-464-7810 (no texts)

**LOCATION UPDATE: Santa Clara Convention Center, front sidewalk facing Tasman**

**VTA and Consulates Team Up to Promote Transit Ahead of the 2026 FIFA World Cup**

**SAN JOSE, CA** — VTA and international consulates will come together to encourage fans to use public transit during the 2026 FIFA World Cup matches at the San Francisco Bay Area Stadium (Levi's Stadium).

As the primary transit provider serving the stadium, VTA is preparing to welcome tens of thousands of international visitors and provide convenient, reliable, sustainable, and affordable transportation to and from the World Cup matches.

Consuls General from various countries whose teams are playing at Levi's will sport their national jerseys and share travel guidance and resources available to their citizens traveling to the Bay Area for the games.

Participating consulates include Austria, Jordan, and Switzerland.

**WHEN:** Friday, June 5, 2026, at 10 a.m. - 11 a.m. (program begins promptly at 10:30)

**WHERE:** Santa Clara Convention Center, front sidewalk facing Tasman

This press conference will be streamed on [Facebook Live](#). For more information on routes, schedules, and access planning, visit [vta.org/worldcup](http://vta.org/worldcup).



### About VTA

*Santa Clara Valley Transportation Authority (VTA) is an independent special district that is responsible for bus, light rail and paratransit operations, transportation planning, and serves as the county's congestion management agency.*

**From:** VTA Board Secretary

**Sent:** Thursday, June 4, 2026 2:09 PM

**To:** VTA Board of Directors

**Cc:** Gonot, Carolyn Richardson, Greg ; Haywood, Scott ; Smith, Patrice

**Subject:** From VTA: Communications Efforts to Support FIFA World Cup Matches and Watch Parties

Good afternoon Board of Directors,

Attached is a memo regarding Communications Efforts to Support FIFA World Cup Matches and Watch Parties being forwarded at the request of Patrice Smith, Chief Communications Officer.

If you have questions please reply to this email.

Thank you,

Office of the Board Secretary

Santa Clara Valley Transportation Authority

3331 North First Street, Building B


San Jose, CA 95134-1927

Phone **408-321-5680**



## MEMORANDUM

**TO:** VTA Board of Directors

**FROM:** Patrice Smith, Chief Communications Officer 

**DATE:** June 4, 2026

**SUBJECT:** Communications Efforts to Support FIFA World Cup Matches, Watch Parties

---

VTA is prepared to support the six FIFA World Cup matches scheduled at Levi's Stadium between June 13 and July 1, as well as select watch parties happening in the region. Planning and coordination efforts have been underway for several months to help ensure safe, reliable, and convenient transportation options for residents and visitors attending these internationally significant events.

There are a host of communications activities in place and in play that I want to make aware of.

### **FIFA World Cup Press Conference**

On **June 5 at 10:30 a.m.**, VTA will host a press conference in front of the Santa Clara Convention Center to highlight regional transit preparations and welcome participating nations. The event will feature the Consuls General of Jordan, Austria, and Switzerland, whose national teams are participating in matches hosted locally. Invitations were extended to all relevant consulates, although some were unable to attend due to geographic and scheduling constraints. Representatives from Bay Area transit agencies and the Bay Area Host Committee have also been invited. Vice Chair Mahan, Director Jain, and General Manager/CEO Carolyn Gonot will participate.

### **Regional Transit Coordination Press Conference**

VTA has coordinated closely with regional transit partners, including BART and Caltrain, to align service schedules and strengthen connectivity for attendees traveling throughout the Bay Area. This collaboration is focused on supporting efficient travel to and from matches and related events. A press conference announcing the coordination of late-night service will be held on **June 9 at 11 a.m. in San Francisco**. General Manager/CEO Carolyn Gonot will participate in the event.

### **Dedicated FIFA Transit Website**

VTA launched a dedicated FIFA World Cup [website](#) providing information on transit travel to match venues and related events. The site includes trip-planning resources, fare information, and connections to regional transit services. Use of Transit App and Token Transit is encouraged for ticket purchases. Riders can also tap and go!

### **Customer Engagement and Ambassador Program**

VTA ambassadors will be deployed on match days and for select watch parties to assist riders, provide wayfinding support, answer customer questions, and help visitors navigate the transit system. Multiple training sessions are scheduled to prepare ambassadors for these responsibilities. Currently, 450 ambassador shifts have been filled to guide riders to their destinations. Director Jain will also participate in the program as an ambassador.

### **Marketing, Communications, and Event Activation**

To increase awareness of available transit services and encourage ridership, VTA has implemented a coordinated marketing and visibility campaign that includes vehicle wraps, station and shelter activations, wayfinding signage, banners, street flags, and promotional materials throughout the service area.

### **Advertising**

VTA has partnered with Univision, Telemundo and Disney/ABC on a FIFA World Cup outreach campaign that includes logo visibility, promotional placements and commercial advertising. As part of this effort, two 30-second television advertisements will air during FIFA match broadcasts to promote public transit as a convenient travel option for match-related activities.

### **Social Media**

A robust social media calendar has been developed to distribute engaging content across all platforms in conjunction with the upcoming FIFA matches. We will also include posts that support the Safety 4 the Bay campaign to prevent human trafficking activity during major events like FIFA.

### **Employee and Public Merchandise**

To support employee engagement and ambassador activities, VTA has developed a branded merchandise package for staff that includes apparel designed for FIFA-related (jersey, scarf, socks, pin) and other special events. Select FIFA-themed merchandise will also be available for purchase through the VTA Merch Store.

These efforts support VTA's goal of providing safe, reliable, and convenient transportation services during the FIFA World Cup while showcasing the agency's regional leadership and commitment to customer service. Through coordination with partner agencies, targeted outreach, and customer support initiatives, VTA is poised to facilitate a successful event experience for visitors and residents alike.

Thank you.

**From:** VTA Board Secretary  
**Sent:** Friday, June 5, 2026 5:36 PM  
**To:** VTA Board of Directors  
**Subject:** From VTA: VTA Correspondence: Week Ending June 5, 2026

Board of Directors,

Attached is correspondence for the week ending June 5, 2026 as described below.

<b>From</b>	<b>Topic</b>
Sonia Humphrey	LAFCO Agenda Packet Now Available - 6/3/26 Meeting and Supplemental Information
Caltrain	Caltrain eNews - May 2026
David Dearborn	Public Comment

Thank you,

Office of the Board Secretary  
Santa Clara Valley Transportation Authority  
3331 North First Street, Building B  
San Jose, CA 95134-1927  
Phone **408-321-5680**



---

**From:** Humphrey, Sonia <sonia.humphrey>

**Sent:** Friday, May 29, 2026 6:06 PM

**Subject:** [EXTERNAL] LAFCO Agenda Packet Now Available - 6/3/26 Meeting

**CAUTION: This Message originated from outside VTA. Do not click links or open attachments unless you recognize the sender and know the content is safe!**

---

The agenda packet for the June 3, 2026 LAFCO Meeting is now available on the LAFCO website:

<https://santaclaralafco.org/meetings/commission-meeting-2026-06-03-131500>.

Best regards,

**Sonia Humphrey**, LAFCO Clerk  
LAFCO of Santa Clara County  
777 North First Street, Suite 410  
San Jose, CA 95112  
(408) 993-4709

---

**From:** Caltrain eNews <liebermand>  
**Sent:** Friday, May 29, 2026 4:17 PM  
**To:** VTA Board Secretary <Board.Secretary@vta.org>  
**Subject:** [EXTERNAL] Caltrain eNews - May 2026

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**ALL ABOARD**  
e-News

• May 2026 | [View online](#) •

# Everything's Happening on Caltrain

April set a new six-year ridership record for Caltrain, surpassing the milestone we reached in March, and we're on track to break that record again thanks to the many major events we served this month. In this issue, we highlight safety improvements in Palo Alto, share results from our Triennial Survey, and recap the thousands of riders we welcomed for Bay to Breakers, BTS, Bike to Everywhere Day, Golden State Valkyries games, and more.



## Safety Improvements Installed in Palo Alto

After months of construction, safety enhancements including delineators, anti-intrusion technology, and additional fencing have been completed in Palo Alto.

[Learn More about Palo Alto Safety Infrastructure](#)

## K-Pop Train Mobilizes Army for BTS

On May 20, Caltrain ran two themed-trains to Stanford Stadium for BTS' performance and extra service all weekend, with over 40,000 fans getting on board.



[Learn More about the K-Pop Train](#)



## Caltrain Named One of Time's Most Influential

Caltrain was listed as one of Time Magazine's 10 Most Influential Transportation Companies, in recognition of its groundbreaking electrification project and the record ridership growth since launch.

[Learn More about Caltrain's Accomplishments](#)

## Cyclists Roll to Caltrain for Bike to Everywhere Day

Cyclists flocked to Caltrain's many energizer stations for Bike to Everywhere Day on May 14-15, to explore the greater Bay Area on two wheels.



**Learn More about Bike to Everywhere Day**



## **Bay to Breakers Breaks Records**

Caltrain ran two early morning special trains to get runners to the starting line at Bay to Breakers with nearly 4,000 passengers, a 5% increase over last year.

**Learn More about Bay to Breakers**

## **Caltrain Connects to the World Cup**

The Bay Area will host six World Cup matches and Caltrain will be offering extra service for all of them, making it the clear option for fans looking to skip the hassle of traffic.



**Learn More about the World Cup**



## Caltrain: Your Ride to the Valkyries

The Golden State Valkyries kicked off their season on Sunday, May 10, and Caltrain will be delivering fans to the action at Chase Center all season long.

[Learn More about Caltrain's Valkyrie Service](#)

## Triennial Survey Shows Highest Ratings Ever

Riders rated Caltrain a record-high 4.5 out of 5 in the Triennial Survey, with 92% of riders satisfied with their experience.

### Rider Satisfaction with Caltrain



[Learn More about Caltrain's Triennial Survey](#)



## Caltrain Receives Tony Hoffman Award

Caltrain was given the Tony Hoffman Award by the San Mateo County Behavioral Health Commission for its leadership on rail safety and suicide prevention, as well as its collaboration with community mental health groups.

[Learn More about Caltrain's Tony Hoffman Award](#)

## Caltrain Makes Stanford Art Accessible

Stanford University's Cantor Arts Center and Anderson Collection offer art from around the world and across the centuries, and you can come to see them in person thanks to Caltrain. Get on board for Jazz at the Gates, Saturday, May 30.



[Learn More about Jazz at the Gates](#)

••• Get **All Aboard** sent to your inbox | [Subscribe](#)•••

## UPCOMING EVENTS

- June 4 - [Caltrain Board Meeting](#) - Millbrae Station
- June 13 - [FIFA World Cup](#) - Mountain View Station
- June 19 - [Shakira](#) - San Jose Diridon Station



## Join our team!

- [Senior Project Manager](#)
- [Project Control Analyst](#)
- [Manager, Train Control Systems](#)

**Learn More about Job Opportunities at Caltrain**



**Forward *All Aboard* to your friends, so they can subscribe too!**

**Editor: Dan Lieberman**

[LiebermanD@Samtrans.com](mailto:LiebermanD@Samtrans.com)

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---

**From:** David D <ddaytond1>  
**Sent:** Monday, June 1, 2026 6:20 AM  
**To:** VTA Board Secretary <Board.Secretary>  
**Subject:** [EXTERNAL] Public Records Act Request

**CAUTION: This Message originated from outside VTA. Do not click links or open attachments unless you recognize the sender and know the content is safe!**

---

Dear Madam Secretary,

The following contains my CPRA public records request for geotechnical test well data from the 28th Street Little Portugal area currently under construction and upgrade.

Please forward this to Staff and Legal and:

- 1) confirm when this has been done,
- 2) advise if there are any problems or concerns affecting full compliance,
- 3) over the period of time specified therein,
- 4) and reply before close of business June 5, 2026.

Thank you in advance.

Date: June 1, 2026

Subject: California Public Records Act Request: Deep Borehole Technical Data and Field Logs (28th Street Corridor)

Dear Madam Secretary,

Pursuant to the California Public Records Act, please provide the electronic records and raw data outputs for all updated monitoring wells penetrating the deep confined aquifers (approximate 200-foot depth profile) within the 28th Street / Little Portugal station alignment footprint.

This request specifically seeks the production of the initial static baseline datum and commissioning log recorded at the time of each well's installation or sensor deployment, including the established reference point elevation, initial hydrostatic pressure baseline, and the original calibration logs for each automated transducer. The production of these baseline records shall commence immediately upon the completion of the monitoring well update

project, or on June 30, 2026, whichever date occurs first.

1 — Please provide the complete, continuous historical time-series data log from the date of each well's inception or sensor commissioning up to June 1, 2026. For any newly updated or newly commissioned wells where the sensor logging array goes online after June 1, 2026, the historical logging archive shall capture all data recorded from the moment of initial sensor activation up through June 30, 2026, as the initial baseline delivery.

To ensure administrative responsiveness and document integrity, all records are requested under the following parameters:

- The data should be provided in its native, raw, unfiltered time-series electronic file formats, such as unedited .csv, .txt, or .xlsx files as generated directly by the down-hole pressure transducers or automated data loggers.
- The data should include the standard recorded logging intervals—specifically hourly or 15-minute intervals—capturing piezometric head, water surface elevation (WSE), and hydrostatic pressure values.
- Following the initial historical data delivery, please provide these ongoing electronic logging records on a quarterly basis, capturing the trailing three-month historical log for each interval until the project is complete and in service, or terminated or abandoned.

2 — Please provide the initial historical dataset covering all available quarters up to June 1, 2026.

3 — Please place a copy of this public records request in the correspondence packet for each Director, Alternate and Ex-Officio.

If any portion of these records is deemed exempt from disclosure, please provide the non-exempt portions and specify the exact statutory exemption relied upon, as required by Government Code § 7922.535.

Thank you for your assistance.

Sincerely,

David Dearborn

---

**From:** Humphrey, Sonia <sonia.humphrey>

**Sent:** Monday, June 1, 2026 4:41 PM

**Cc:** LAFCO <LAFCO@ceo.sccgov.org>

**Subject:** [EXTERNAL] Supplemental Information No. 1 - LAFCO Meeting on June 3, 2026

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The following supplemental information has been added to the June 3<sup>rd</sup> LAFCO Meeting Agenda:

- **Supplemental Information No. 1 Agenda Item # 5 - Public Comments Received on Santa Clara County Central Fire Protection District Sphere of Influence Amendment / Annexation 2026.**

The agenda and related materials, including the above supplemental information, can be viewed online at: <https://santaclaralafco.org/meetings/commission-meeting-2026-06-03-131500>.

Best regards,

**Sonia Humphrey**, LAFCO Clerk  
LAFCO of Santa Clara County  
777 North First Street, Suite 410  
San Jose, CA 95112  
(408) 993-4709

---

**From:** Humphrey, Sonia <sonia.humphrey>

**Sent:** Wednesday, June 3, 2026 11:22 AM

**Cc:** LAFCO <LAFCO@ceo.sccgov.org>

**Subject:** [EXTERNAL] Supplemental Information No. 3 - LAFCO Meeting on June 3, 2026

**CAUTION: This Message originated from outside VTA. Do not click links or open attachments unless you recognize the sender and know the content is safe!**

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The following supplemental information has been added to the June 3<sup>rd</sup> LAFCO Meeting Agenda:

- **Supplemental Information No. 3: Public Comments Received on Agenda Item # 5 - Santa Clara County Central Fire Protection District Sphere of Influence Amendment / Annexation 2026**

The agenda and related materials, including the above supplemental information, can be viewed online at: <https://santaclaralafco.org/meetings/commission-meeting-2026-06-03-131500>.

Best regards,

**Sonia Humphrey**, LAFCO Clerk  
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