

Request for Proposals
RFP Number S19078

Naming Rights and Sponsorships

May 8, 2019
Tim Willson, Contracts Administrator

TABLE OF CONTENTS

INTRODUCTION----- 3

I. INSTRUCTIONS ----- 5

II. PROPOSER’S MINIMUM QUALIFICATIONS ----- 8

III. EVALUATION AND SELECTION----- 9

IV. PROPOSAL FORMAT AND CONTENT -----11

V. BUSINESS DIVERSITY PROGRAM POLICY -----12

VI. INSURANCE REQUIREMENTS -----13

VII. PROTESTS -----13

VIII. SCOPE OF SERVICES:-----14

IX. ADMINISTRATIVE SUBMITTALS -----21

X. EXHIBITS -----30



INTRODUCTION: The Santa Clara Valley Transportation Authority, also known as 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 \$400 million, and its currently approved capital program is approximately \$1 billion. VTA’s bus fleet of 505 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 99 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.

ABOUT RFP S19078: VTA seeks Proposals from qualified firms to provide the following naming right and sponsorship services (“Services”).

NOTICE TO PROPOSERS OF LIMITATION OF FUTURE CONTRACTING: The Proposer(s) selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with VTA if the specifications, requirements, scope of services, and/or RFPs for such work were developed or influenced by the work performed under the contract resulting from this RFP. Further, if a contractor or subcontractor obtains or has access to nonpublic information related to a future RFP through work performed under this RFP, that contractor or subcontractor may be barred from submitting proposals as a prime contractor or subcontractor on that future RFP.

NOTICE TO PROPOSERS OF REQUIREMENT TO AVOID CONFLICTS OF INTERESTS: 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 providing services under any engagements that developed or influenced the requirements, scope of services, or criteria for this RFP are ineligible to participate in the work resulting from this RFP. 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.

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 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.

In addition to contractors' and subcontractors' obligations to avoid conflicts of interest, VTA also monitors for potential conflicts. VTA reviews all potential conflicts, whether actual or apparent, on a case-by-case basis. VTA reserves the right to determine whether an actual conflict exists in its sole discretion and to determine whether a potential conflict of interest exists in its reasonable discretion. 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 firms submitting a Proposal under this RFP (“Proposers”) as an addendum. All references in this RFP to “time” are Pacific Time.

Table 1

ACTIVITY	DATE/TIME
Issue RFP	May 8, 2019
Pre-Proposal Conference	May 22, 2019 at 10:00 a.m.
Deadline to Submit Questions	June 5, 2019 at 5:00 p.m.
Deadline to Submit Proposal	June 21, 2019 at 5:00 p.m.
Interviews	July 15, 2019

B. DESIGNATED POINT OF CONTACT: All communications with VTA regarding this RFP shall be in writing (US mail/ email) to the Designated Point of Contact identified below. All emails must indicate in the subject line “RFP S19078 for Naming Rights and Sponsorships.” No telephone calls will be accepted. Except as otherwise provided herein, no contact will be entertained by the Procurement, Contracts, and Materials Management staff outside of the formal Q&A period, and/or by anyone other than the Designated Point of Contact regarding this RFP.

Any unauthorized 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 shall be as follows:

Tim Willson, Contracts Administrator
Santa Clara Valley Transportation Authority
3331 North First Street, Building A
San Jose, California 95134
Email: Tim.Willson@VTA.org

C. 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:

Santa Clara Valley Transportation Authority
3331 North First Street, Building A, Room 106
San Jose, California 95134



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 Request for Proposal 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.org procurement site. 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 and must be received by VTA no later than the date and time stated in Table 1. Email questions must be submitted to the Designated Point of Contact listed above and shall include "RFP S19078 QUESTIONS" in the subject line.

Responses from VTA will be published on the VTA online procurement website.

F. SUBMISSION OF PROPOSALS: All Proposals shall be submitted to the Designated Point of Contact no later than the date and time stated in Table 1.

The Proposer shall submit five (5) printed copies and one (1) copy of the Proposal in an electronic format in the form of a CD, DVD, or flash drive.

The package must bear the Proposer's name and address, and be clearly labeled as follows:

"RFP S19078 NAMING RIGHTS AND SPONSORSHIPS"

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

G. 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.



H. 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.

I. CONTRACT TYPE: It is anticipated that VTA will award a professional services contract (“Contract”). If awarded, the Contract will be Firm Fixed Price / Time and Materials with a term of three (3) years. 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.

J. 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.

K. 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.

L. 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.

M. INCORPORATION OF EXHIBITS AND ATTACHMENTS: All exhibits, and attachments referenced in this RFP are incorporated herein by this reference.

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 developing, marketing and successful completion of innovative partnership opportunities related to naming rights and/or sponsorship programs.
2. The Proposer must have proven experience demonstrating it can successfully value and acquire regional and local naming rights and/or sponsorship marketing rights contracts, and to develop a sales program designed to produce maximum naming rights and/or sponsorship marketing rights revenue for VTA.
3. The Proposer must be able to provide a minimum of two (2) and a maximum of ten (10) examples of successful comparable engagements with similar communities or organizations within the last five (5) years prior to the date of this RFP.

B. PREFERRED QUALIFICATIONS:

1. Proposer has experience securing and implementing a naming rights and/or sponsorship transaction in the Bay Area within the last five (5) years.
2. Proposer has the above-described naming rights and/or sponsorship program experience working specifically with transit agencies in California, ideally in the Bay Area.



III. EVALUATION AND SELECTION:

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

Qualification of the Firm	40 Points
Staffing and Project Organization	15 Points
Work Plan / Project Understanding	20 Points
Local Firm Preference	10 Points
Cost Proposal	15 Points

1. **QUALIFICATION OF THE FIRM:** Qualifications to be considered include but are not limited to: technical experience in performing work of a closely similar nature; experience working with transit properties or other public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessments by client references.
2. **STAFFING AND PROJECT ORGANIZATION:** Qualifications of project staff will be considered, particularly key personnel, and, especially, the project manager. 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.
3. **WORK PLAN / PROJECT UNDERSTANDING:** Proposer’s demonstrated understanding of the project requirements, potential problem areas, project approach, work plan, will be evaluated.
4. **LOCAL FIRM PREFERENCE:** Five (5) points shall be awarded if at least fifty percent (50%) of the dollar value of services to be rendered will be performed by a local firm. An additional point shall be awarded for each additional ten percent (10%) of the dollar value of services to be performed by a local firm, to a maximum point award of ten (10) points.
5. **COST PROPOSAL:** The reasonableness of the total price and competitiveness of this amount with other Proposals received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; basis on which prices are quoted.

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.

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.

When the review board has completed its work, negotiations will be conducted for the extent of services to be rendered.

When VTA engages the highest-ranked Proposer in negotiations, a Notice of Intent of Award will be submitted as a courtesy to the shortlisted Proposers.

Upon completion of a successful negotiation, VTA will issue a Notice of Recommended Award, which will initiate the five (5) day pre-award protest period pursuant to VTA’s protest policies.



IV. PROPOSAL FORMAT AND CONTENT:

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

B. CONTENT: The Proposer shall include the information described below:

1. PROFILE OF FIRM: This section shall include a brief description of the firm's size as well as the local organizational structure; it shall also include a discussion of the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public 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 shall include a brief description of the Proposer's and subconsultants qualifications and previous experience on similar or related projects. Description of pertinent project experience shall 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.

Proposer must provide an explanation of its distinctive qualifications in relation to other firms in the same field.

3. WORK PLAN/PROJECT UNDERSTANDING: By presentation of a well-conceived work plan, this section of the Proposal shall establish the Proposer understands VTA's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. The work plan shall describe the work assigned to the prime and each subconsultant. The work plan shall also include a timetable for completing all work specified in the Scope of Work.

4. PROJECT STAFFING: This section shall discuss how the Proposer would propose to staff this project. Proposer project team members shall 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 shall be included. Key personnel will be an important factor considered by the review board. Once the Proposal is submitted, there can be no change of key personnel without the prior approval of VTA.

5. ADMINISTRATIVE SUBMITTALS: The Proposer must complete all the forms attached hereto and submit in the Proposal.



V. BUSINESS DIVERSITY PROGRAM POLICY: Contractor shall adhere to VTA’s Business Diversity Program requirements.

A. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE POLICY AND REQUIREMENTS: It is the policy of the Santa Clara Valley Transportation Authority to ensure that Minority and Women-Owned Business Enterprises (“MWBE”), as defined in the VTA MWBE Program, have an equitable opportunity to participate in the performance of contracts and subcontracts financed with local funds. VTA has an 18% MWBE aspirational goal. In this regard, Proposer will use its best efforts to ensure that MWBE firms have an equitable opportunity to compete for subcontract work.

For more information on VTA’s Business Diversity Programs, please see website at www.vta.org/osdb or call the Office of Business Diversity Programs at (408) 321-5962 for assistance in identifying eligible MWBE firms. Listings of eligible firms are also available at the following:

<https://vta.sdbde.com/FrontEnd/VendorSearchPublic.asp?TN=vta&XID=5635>

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 shall 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 Diversity Programs (“OBDP”).

Listings for SBE and DBE firms are:

VTA SBE Database:

- <http://www.VTA.org/about-us/doing-business-with-VTA-search-for-sbes>

California UCP DBE Database:

- http://www.dot.ca.gov/hq/bep/find_certified.htm

2. CONSULTANT REGISTRATION: All SBE DBE and MWBE firms listed on Form 5, Listing of MWBE Prime and Subcontractors and Form 6, Listing of SBE Prime and Subcontractors, 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 SBE.

- a. Form 5, MWBE Listing of Prime and Subcontractors, Form 6, SBE Listing of Prime and Subcontractors, Form 7, Designation of Subcontractors and Suppliers, 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-consultant has a SBE/DBE certification.
3. **CONTRACTOR REPORTING:** Proposer will be required to submit electronic quarterly DBE utilization reports to the VTA's OBDP through our web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sdbbe.com>. The monthly reports will document payments to the prime and the prime will report payments made to their sub-contractors. At the end of this Contract, Contractor will be required to submit a Final DBE Utilization Report.

Each Contractor and sub-consultant will receive an email providing information with Log-On identification, password and instructions on how to use the system. Proposer agrees to submit any and all required electronic reports to the OBDP.

4. **FINAL DBE SUBMITTAL:** At the conclusion of this Contract, Contractor will be required to electronically submit a final DBE Utilization Report by indicating a final audit where requested in the B2Gnow system.

C. **FRAUDS AND FRONTS:** Contactors 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 shall adhere to the insurance requirements set forth in Exhibit A3. 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.

VII. PROTESTS:

A. **SOLICITATION PHASE:** Prior to the closing date for submittal of Proposal, Proposer may submit to VTA protests regarding the procurement process, or alleged improprieties in specifications, or alleged restrictive specifications. Any such protests must be filed no later than ten (10) working days prior to the scheduled closing date. If necessary, the closing date of this solicitation may be extended pending a resolution of the protest.



B. PRE-AWARD: Protests dealing with alleged improprieties in the procurement or the procurement process that can only be apparent after the closing date for receipt of Proposals must be filed within five (5) working days after issuance of the Notice of Recommended Award. Protests will contain a statement of the grounds for protests and supporting documentation. Protestor will be notified of VTA's final decision prior to issuance of award.

Protestors shall have an opportunity to appear and be heard before the agency prior to the opening of Proposals in the case of protests based on the content of the request for Proposals or prior to final award in the case of protests based on other grounds. Proposer's requests and protests shall be **in writing only** and be addressed to:

Santa Clara Valley Transportation Authority
Attn: Thor Vue, Chief Procurement Officer
Procurement, Contracts & Materials Management
3331 North First Street, Building A
San Jose, California 95134

The full text of VTA's Policy No. 36 may be obtained at <http://www.vta.org/about-us/doing-business-with-vta-policies>. Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

If this Contract is financed with federal assistance, pursuant to 2 C.F.R. § 200.318(k), protesters may raise, with the FTA, matters that are primarily a federal concern. Protesters must raise any federal matters arising out of VTA's award of a contract within five (5) business days of VTA's final decision of the Proposal protest. See 2 C.F.R. § 200.318(k) for details.

VIII. SCOPE OF SERVICES:

A. OBJECTIVE: The Santa Clara Valley Transportation Authority (VTA) seeks to maximize the value of its transit assets through naming rights and sponsorship marketing opportunities. Through this Request for Proposals (RFP), VTA seeks proposals from qualified vendors to perform naming rights and sponsorship consulting services for VTA, including, but not limited to, identification and valuation of VTA transit assets, creation of a VTA naming rights and sponsorship program, and performance of due diligence and implementation for such program.

The transit assets available for naming rights and sponsorship could include light rail service lines, individual light rail stations, route names, existing and future BRT lines and stations, VTA WiFi service, and/or future Intermodal Transit Centers providing BART service, but will NOT include bus and light rail vehicles, VTA's Airport Flyer bus serving the Norman Y. Mineta San José International Airport is the only exception. Revenues generated from contract(s) will help to fund the operations and improvements of VTA services.



B. BACKGROUND: VTA is an independent special district that provides sustainable, accessible, community-focused transportation options that are innovative, environmentally responsible, and promote the vitality of our region.

VTA provides bus, light rail, and paratransit services, as well as participates as a funding partner in regional rail service including Caltrain, Capital Corridor, and the Altamont Corridor Express. As the County's Congestion Management Agency, VTA is responsible for countywide transportation planning, including congestion management, design and construction of specific highway, pedestrian, and bicycle improvement projects, as well as promotion of transit-oriented development.

VTA's mission is to provide "solutions that move you." Our role is to get people moving and keep them moving. VTA is able to accomplish this mission through our transit service which operates light rail and bus service covering 346 square miles.

C. SCOPE OF SERVICES: VTA seeks proposals from firms, organizations, companies or individuals who have a successful track record of identifying, valuing, selling, negotiating, and implementing transit property naming rights and sponsorship opportunities.

Proposers may propose on one or both of the following programs, but proposals for naming rights must be for a program in its entirety and not for individual assets.

1. Naming rights for VTA's transit assets
2. Sponsorship of VTA services such as WiFi

VTA is seeking long-term naming rights and sponsorship agreements that have a minimum term of ten (10) years. VTA reserves the right to award a single or multiple contracts for individual programs and may consider some sponsorship programs for a shorter term or month- to-month basis. Proposers may propose a phased approach to the program separating asset valuation from sales. Proposers may propose their preferred compensation structure for both the valuation (Phase I) and the implementation of the marketing strategy (Phase II). Proposers should describe their team's previous experience in assisting other entities to develop corporate sponsorship programs. The following information should be included for each project: Project name/client name

- Special features, challenges, accomplishments
- Specific services provided
- Dates of service
- Compensation received for services provided
- Total revenue generated for client
- Reference including contact name, title, address and phone number and/or email address



D. SERVICES REQUIRED:

PHASE 1: ASSET INVENTORY AND VALUATION

Task 1.1 Kickoff Meeting/Site Visits: Proposer and VTA will jointly organize a kickoff meeting at the outset of the Contract. This kickoff meeting will be hosted at VTA's office in San Jose and during this meeting Proposer will be introduced to VTA stakeholders with a deeper discussion into program goals and timing. While in San Jose, the Proposer team will be expected to tour all VTA assets for cataloguing and subsequent evaluation.

Task 1.1 Attendance

- Proposer - up to five (5)
- VTA - up to ten (10)

Task 1.1 Deliverables

- Meeting agenda
- Meeting minutes
- Deliverable dates for all Phase 1 tasks

Task 1.2 Asset Identification: Proposer will conduct system-wide asset review including but not limited to assets outlined in Appendix A. Proposer will provide catalogue of assets which are considered most marketable for naming rights or sponsorship. Identified assets can include both individual assets and bundled assets. Proposer will present to VTA either in person or via conference call, the list of most marketable VTA assets. VTA will provide feedback and inform Proposer if there are any known challenges or limitations to naming rights and sponsorship for each asset, however Proposer will be responsible for confirming naming rights and sponsorship limitations by asset as part of

Task 1.2. Attendance

- Proposer - up to five (5)
- VTA - up to five (5)

Task 1.2 Deliverables

- Inventory of VTA assets considered marketable for naming rights and sponsorship including name of asset(s) with corresponding photos or renderings.
- Inventory will include name of asset, location of asset, any known benefits and/or challenges for naming rights at the location, photos of location, and any other relevant information.
- Onsite meeting or conference call to review Proposer's identified assets.

Task 1.3 Contract and Ordinance Review: VTA will assist Proposer team by providing existing bus, light rail, and bus shelter advertising contracts so that Proposer team is aware of VTA property that is to be excluded from naming rights and sponsorships. In addition to VTA



contract review, Proposer will become familiar with all applicable state, regional and local ordinances that could impact or limit VTA naming rights and sponsorship opportunities.

Task 1.3 Deliverables

- Include list of any ordinances that could impact valuation of assets identified in Task 1.2.
- Summary of how existing advertising contracts could reduce value or limit desirability of naming rights and sponsorships of assets identified in Task 1.2.

Task 1.4 Valuation of Assets: Proposer will perform a quantitative and qualitative analysis to form valuation of the identified VTA assets. Quantitative analysis will apply known local media values applied to estimated impression levels of each asset to better understand the tangible benefit to a corporate sponsor. Media value will encompass property media buys, signage benefits, social media and digital media exposure, and other relevant media. Quantitative analysis will also take into account the visibility of the sponsor ID, the potential impact of the placement with the intended audience, and the overall development cost to the corporate sponsor.

The Proposer's qualitative analysis will evaluate the intangible benefits to the sponsor that fall outside of traditional media platforms. The qualitative analysis will present VTA with Proposer's estimate of asset value to a sponsor based on characteristics including:

- prestige of property;
- value of audience;
- sponsor protection; and
- geographic reach.

In addition to qualitative and quantitative analysis, Proposer should provide feedback to VTA on any improvements that could be made to assets to enhance sponsorship value.

Proposer will incorporate industry benchmarks for other metropolitan area transit properties and municipal properties to establish fair market value for each asset when available. Proposer will present the valuation report to VTA upon completion.

Task 1.4 Team Attendance

- Proposer - up to five (5)
- VTA - up to five (5)

Task 1.4 Deliverables

- Proposer will deliver appraisal report ("Report") with all methodology used to develop a final opinion of value for each asset.
- Report will include reasonable suggested improvements to specific assets including cost, which would increase the sponsorship value of the asset.
- Report may include prospective corporate sponsors for assets.



- Onsite meeting or conference call to review valuation report. VTA may provide feedback to be incorporated into final report.

Task 1.5 Report Presentation: Proposer will provide an executive summary and written report of all Phase 1 tasks and present findings and valuations to key VTA stakeholders including onsite presentation to VTA Board of Directors, if necessary. Proposer will provide detailed next steps on how Proposer will begin marketing to prospective sponsors. Proposer will present sales strategy and detail their method of compensation for Phase 2, the strategic sales campaign.

Task 1.5 Team Attendance

- Proposer - up to five (5)
- VTA - up to ten (10)
- VTA Board of Directors - up to twelve (12)

Task 1.5 Deliverables

- Proposed value of identified assets including any recommended site modification costs and potential issues.
- Recommendation on which assets should be marketed first and how quickly Proposer believes a sponsor could be secured.
- Next steps on how Proposer will begin marketing to prospective sponsors.
 - Proposer will present sales strategy.
 - Proposer will detail their method of compensation for Phase 2, the strategic sales campaign.

PHASE 2: STRATEGIC SALES CAMPAIGN

Task 2.1 Strategic Sales Campaign Kickoff Meeting: Proposer and VTA will jointly organize a sales campaign kickoff meeting. Kickoff meeting will be hosted at VTA's office in San Jose and during this meeting Proposer sales team members will be introduced to VTA stakeholders. Proposer sales team will present sales prospecting plan, discuss information to be included and frequency of prospecting status reports provided to VTA. Proposer will discuss types of sales and marketing collateral that will be developed including sales decks, executive summaries, and other materials such as webpages, videos, social media that could be utilized as part of sales campaign.

Task 2.1 Team Attendance

- Proposer - up to five (5)
- VTA - up to ten (10)

Task 2.1 Deliverables

- Meeting agenda.
- Meeting minutes.
- Due dates for items including prospecting list, sales and marketing collateral,



and status reports.

Task 2.2 Prospecting List: Proposer will create a list of target entities for naming rights and sponsorships for VTA review. VTA will approve prospect list prior to Proposer team engaging in marketplace.

Task 2.2 Deliverables

- List of prospects that Proposer would like to contact to discuss VTA asset sponsorship opportunities.
- VTA will respond noting any prospects that should not be contacted.

Task 2.3 Sales and Marketing Collateral: Proposer will create sales and marketing materials that will help communicate the value of securing naming rights or sponsorship of VTA assets. At minimum, sales and marketing materials will include sales presentations, one sheet executive summaries, and other collateral that will feed local media coverage of VTA naming rights and sponsorship initiative, but also to be considered for production are webpage(s) describing VTA naming rights opportunities, video briefs that can be shared on social media and posted to VTA website, and other material deemed necessary to speed sales prospecting.

Task 2.3 Deliverables

- Sales presentations.
- One-sheet executive summaries of VTA assets.
- Collaboration with local media to generate awareness of VTA naming rights and sponsorship initiative.

Task 2.4 Prospecting Status Reports: Proposer will provide monthly reports (“Status Report”) to keep VTA team apprised of prospecting status.

Task 2.4 Deliverables

- The Status Report will include target companies contacted, who from the entity was contacted, brief on which asset is of interest or most appropriate for entity, notes from most recent communication, and the percent likely to close.

Task 2.5 Negotiate and Complete Agreement: Proposer will lead negotiation with prospective entities to secure naming rights and sponsorships on behalf of VTA. Once Proposer has secured interest from a corporate entity and negotiated deliverables and cost of the opportunity, Proposer will attend VTA Board and public meetings to facilitate approval of naming rights opportunity and associated corporate sponsor.

Task 2.5 Deliverables

- Attendance and participation at VTA Board and public meetings where naming rights opportunity and corporate sponsorship will be reviewed.



Task 2.6 Contract Fulfillment: Once contract has VTA Board approval and is executed, Proposer will ensure that both VTA and corporate sponsor fulfill all elements of agreement. Proposer will provide contact who will be responsible for coordinating efforts between VTA and corporate sponsor to ensure the timely delivery of all contracted naming rights elements. Proposer will provide ongoing auditing and reporting on a monthly basis. Ongoing auditing and reporting will ideally lead to case studies that Proposer can produce to elevate other VTA naming rights opportunities that remain available.

Task 2.6 Deliverables

- Proposer will provide single point of contact to ensure all elements of contract are fulfilled by both VTA and corporate sponsor.
- Bi-weekly status reports indicating elements of contract that are either complete or outstanding.

E. RESTRICTIONS ON NAMING RIGHTS AND SPONSORSHIP BRANDS

/MESSAGING: All naming rights brands and sponsors must be consistent and compliant with VTA's Naming Rights Policy and VTA's Advertising Policy as referenced in Appendix B and C, respectively.

F. VTA APPROVAL OF SPONSORS AND NAMING RIGHTS SOLICITATIONS:

All potential sponsors and/or naming rights will be subject to the prior review and approval of VTA staff and will require VTA Board approval. VTA retains the sole right & discretion to approve or reject any and all potential sponsors.



IX. ADMINISTRATIVE SUBMITTALS

Proposer must submit all forms as part of the Proposal.

FORM 1. GENERAL INFORMATION

FORM 2. LEVINE ACT STATEMENT

FORM 3. EXCEPTIONS TO THE CONTRACT

FORM 4. COST PROPOSAL FORM

FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

FORM 6. LISTING OF SBE PRIME AND SUBCONTRACTORS

FORM 7. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS

FORM 8. LOCAL FIRM CERTIFICATION



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. _____

DUNS No. _____

Federal Taxpayer ID No. _____

DIR No. _____

POINT(S) OF CONTACT

Primary

Name/Title _____

Phone No. _____

Cell Phone No. _____

E-mail _____

Alternate

Name/Title _____

Phone No. _____

Cell Phone No. _____

E-mail _____

AUTHORIZED SIGNATORIES:

Primary

Name/Title _____

Signature _____

E-mail _____

Alternate

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 three (3) 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
Sam Liccardo	Chairperson	City of San Jose
Teresa O'Neill	Vice Chairperson	City of Santa Clara
Charles "Chappie" Jones	VTA Board Member	City of San Jose
Johnny Khamis	VTA Board Member	City of San Jose
Lan Diep	VTA Board Member	City of San Jose
Raul Peralez	VTA Board Member	City of San Jose
Devora "Dev" Davis	VTA Alternate Board Member	City of San Jose
John McAlister	VTA Board Member	City of Mountain View
Vacant	VTA Alternate Board Member	
Savita Vaidhyanathan	VTA Board Member	City of Cupertino
Rob Rennie	VTA Alternate Board Member	Town of Los Gatos
Larry Carr	VTA Board Member	City of Morgan Hill
Daniel Harney	VTA Alternate Board Member	City of Gilroy
Bob Nuñez	VTA Board Member	City of Milpitas
Glenn Hendricks	VTA Alternate Board Member	City of Sunnyvale
Cindy Chavez	VTA Board Member	County of Santa Clara
Ken Yeager	VTA Board Member	County of Santa Clara
Dave Cortese	VTA Alternate Board Member	County of Santa Clara
Jeannie Bruins	Ex-Officio Member	

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 three 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. EXCEPTIONS TO THE CONTRACT

This form shall include any exceptions the Proposer takes to the Contract, which includes the “Compensation, Invoicing and Payment” and “Indemnity and Defense of Claims” and “Insurance Requirements.” If Proposer takes no exceptions, check the field “Proposer takes no exceptions” below.

All exceptions to the Contract terms and conditions must be stated on this form and submitted with the Proposal. Proposer’s failure to take timely exception to VTA’s terms and conditions expressly waives Proposer’s right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer’s assent thereto.

Proposer takes exception to the following:

Section Reference		Disposition (For VTA Use Only)
*Insert proposed changes here		
Section Reference		Disposition (For VTA Use Only)
*Insert proposed changes here		

*Make copies of this page if necessary

“Proposer takes no exceptions”

Firm Name:

Name

Title

Signature

Date



FORM 4. COST PROPOSAL FORM

Phase 1: Asset Valuation	
ASSET	COST
Light Rail Lines and Stations Transit Centers	\$
Park and Ride Lots Bus Shelters	\$
BRT Line and BRT Shelters Intermodal Transit Centers Total Cost	\$
1. Total Cost: Asset Valuation	\$

Phase 2: Strategic Sales		
RETAINER		
Please provide an hourly rate schedule and dedicated number of monthly hours for the strategic sales and account managers as referenced in your proposal.		
PROPOSED TEAM	HOURS / MONTH	RATE
Team Member 1		\$
Team Member 2		\$
Team Member 3		\$
Team Member 4		\$
Team Member 5		\$
2. Total Monthly Retainer		\$

Total Phase 1: Asset Valuation	\$
Total Phase 2: Strategic Sales	\$
Total Proposal Cost	\$

Please include details of commission structure.

FEE STRUCTURE ALTERNATIVES: If, in addition to the above financial submissions, there are alternative sponsorships or fee structures you would like to propose, please include them in a separate financial proposal.

OTHER COSTS: If travel or other services such as video production, printing/copying, etc. are not included in retainer or commission fee structure please detail expected reimbursement.

Firm Name:

Name

Title

Signature

Date



FORM 5. LISTING OF MWBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

MWBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____

City, State, _____ Signature/ _____

Zip: _____ Date _____

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

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

CREDIT FOR MWBE 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 MWBE to non-MWBE firms, towards the MWBE goal.

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

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

Description of Work

1. _____

2. _____

3. _____

4. _____

5. _____

MWBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

Total Contract Amount \$ _____

MWBE Contract Amount \$ _____

MWBE Contract Amount MWBE Goal Achieved MWBE Contract Goal



FORM 6. LISTING OF SBE PRIME AND SUBCONTRACTORS

Firm (Prime): _____ Phone: _____

SBE: Yes No Age of Firm _____

Address: _____ Name & Title: _____

City, State, _____ Signature/ _____

Zip: _____ 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 an 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		SBE Goal Achieved		SBE Contract Goal
X 100 =		Base Contract	%	%



**FORM 7. DESIGNATION OF SUBCONTRACTORS AND SUPPLIERS
FOR
DATA COLLECTION REQUIREMENTS**

Proposer: _____

Proposer shall completely fill in the form below for each proposed subcontract for all subcontractors, suppliers of materials, subconsultants. Include all firms, regardless of ethnicity, gender or SBE or DBE status. Some information, such as ethnicity and gender is for information purposes only.

This form is to be completed and submitted with your Proposal.

Firm Name	City and State	Portion of Work or Proposed Item	Ethnicity*	Gender+	Estimated Dollar Amount of Subcontract

*A=Asian	*AI= Asian Indian	*B=Black	*C=Caucasian
*H=Hispanic	*NA=Native American	*O=Other	

+F=Female	+M=Male
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Total Proposed Amount: \$ _____

Amount to be subcontracted: \$ _____

Percent to be subcontracted: _____ %



FORM 8. LOCAL FIRM CERTIFICATION

1. The Proposer hereby certifies that it is ___ / is not ___ a local firm. A local firm is a firm that currently has its main office or a branch office with meaningful production capability located within Santa Clara County, or a firm that, upon award of the contract by VTA, will establish such a local office.

If a local firm, specify local address: _____

2. The Proposer hereby certifies that _____% of the dollar value of services to be rendered will be performed by the following local firms (including Proposer, if applicable):

Name of Proposer or Subcontractor	% of Dollar Value
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. The above-listed subcontractors are local firms as defined in paragraph 1 above, and are located at the following local addresses:

Subcontractor Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Firm Name: _____

Name _____ Title _____

Signature _____ Date _____



X. EXHIBITS

EXHIBIT A SAMPLE CONTRACT

EXHIBIT A1 SCOPE OF SERVICES

EXHIBIT A2 COMPENSATION, INVOICING and PAYMENT

EXHIBIT A3 INSURANCE REQUIREMENTS

EXHIBIT A4 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS



EXHIBIT A SAMPLE CONTRACT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
CONTRACTOR
FOR
SERVICES

CONTRACT NO. S19078

THIS CONTRACT for professional services (“Contract”) is entered into between the Santa Clara Valley Transportation Authority (“VTA”) and Contractor (“Contractor”).

- A. SERVICES TO BE PERFORMED:** Contractor shall furnish all technical and professional labor, and materials to perform the services described in Exhibit [] (herein referred to as “Services”).
- B. TERM OF THIS CONTRACT:** The term of this Contract shall commence on the Effective Date (as defined in the signature block below) and continue through MM/DD/YYYY (unless otherwise earlier terminated pursuant to the terms and conditions set forth herein).
- C. DAYS:** For purposes of this Contract, all references herein to “day” shall mean calendar day, unless specified otherwise. All references to “calendar day” shall mean any day, including Saturday, Sunday and all legal holidays. All references to “working day” or “business day” shall mean any business day, excluding Saturdays, Sundays and legal holidays.
- D. COMPENSATION:** Contractor shall be paid in accordance with Exhibit [] for the Services.

Total compensation for the Services provided hereunder shall not exceed \$xx,xxx.00.

E. 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 shall 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.

F. ASSIGNMENT AND SUBCONTRACTS:

1. Contractor shall not assign or transfer this Contract or any portion thereof without the prior written consent of VTA. Additionally, Contractor shall not subcontract any part of its Services other than to those subcontractors that may be identified herein. Any assignment, transfer, change or subcontract in violation of this Contract shall be void.



-
2. Contractor shall be fully responsible and liable for the Services, products and actions of all subcontractors and suppliers of any tier, and shall include in each subcontract any provisions necessary to make all the terms and conditions of this Contract fully effective.

G. CHANGES: By written notice from VTA's Authorized Representative (as defined in Section L.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 shall promptly notify VTA thereof and assert its claim for adjustment within ten (10) days after the change is ordered, and an equitable adjustment shall be negotiated.

H. AUDIT AND RECORDS:

1. Contractor shall 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 shall be supported by properly executed payrolls, invoices, contracts and vouchers evidencing in detail the nature and propriety of any charges. Such documentation shall 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 shall 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 shall 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 hereunder where such costs are the basis for billings under this Contract.
3. Contractor shall report indirect costs in accordance with the cost principles contained in 48 CFR, Part 31, and follow the uniform administrative requirements set forth in 49 CFR, Part 18.
4. The provisions of this AUDIT AND RECORDS section shall be included in any subcontracts hereunder.

I. 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 shall have the right to rescind this Contract without liability.



-
2. **INTEREST OF PUBLIC OFFICIALS:** No Board Member, officer or employee of the VTA during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
 3. **INTEREST OF THE CONTRACTOR:** The Contractor covenants that, presently, Contractor, its officers, directors or agents, have no interest and shall 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. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be knowingly employed.

J. TERMINATION AND SUSPENSION:

1. VTA may, by giving at least ten (10) business days' written notice to Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part at any time for VTA's convenience. Contractor shall be compensated (i) in accordance with the terms of this Contract for the Services satisfactorily performed prior to the effective date and time of termination or suspension, or (ii) the minimum dollar amount stated herein, whichever is applicable. Contractor shall have no right to recover lost profits on the balance of the Services.
2. VTA, by written notice given to Contractor, may declare default in Contractor's performance of any term of this Contract, specifying with particularity the basis for such default. Contractor shall deliver a response thereto in writing to VTA within two (2) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If Contractor fails to deliver the foregoing response on time or fails to cure the default within ten (10) business days after receipt of the notice (or within such additional time the Parties may agree upon in writing), VTA may elect to terminate this Contract for cause by serving written notice thereof to Contractor.
3. In the event of such termination for cause, VTA shall 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 shall be deducted from any sum due to the Contractor and the balance, if any, shall be paid to the Contractor upon demand. The foregoing shall be in addition to any other legal or equitable remedies available to VTA.
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 shall be the same as if the termination had been issued for the convenience of VTA.



K. GENERAL PROVISIONS:

1. **OWNERSHIP OF DATA:** All drawings, specifications, reports and other data developed by Contractor, its assigned employees or subcontractors pursuant to this Contract shall become the property of VTA as prepared, whether delivered to VTA or not. Unless otherwise provided herein, all such data shall be delivered to VTA or its designee upon completion of this Contract or at such other times as VTA or its designee may request.
2. **CIVIL RIGHTS:**
 - a. **NONDISCRIMINATION:** During performance of this Contract, Contractor, its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any person because of race, religious creed, color, sex, gender, gender identity, gender expression, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), genetic information, marital status, age (over 40), sexual orientation, or military and veteran status. In addition, Contractor and any subcontractor shall 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 shall 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 provided by Contractor to VTA pursuant to the Contract must be prepared and delivered in a format that is accessible to individuals with disabilities, as required by (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, as amended; and (v) California's Unruh Civil Rights Act.
3. **GOVERNING LAW:** The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Contractor and VTA, without regard to conflict of law provisions.
4. **FORUM SELECTION:** Any lawsuit or legal action arising from this Contract shall 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.
5. **CONFIDENTIALITY AND DISCLOSURE:** Except as set forth in this paragraph, Contractor must not disclose to third parties any information, data, or materials that the 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: (1) VTA provides express written consent for such use or disclosure; (2) the information is known to Contractor prior to obtaining such information from VTA or performing Services under this Contract; (3) the information is, at the time of disclosure by Contractor, then in the public domain; (4) 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 such order if it determines that such 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.

6. **NONWAIVER:** Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law or its failure to properly notify Contractor in the event of breach or its acceptance of or payment for any Services hereunder shall not release Contractor from the representations or obligations of this Contract and will not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.
7. **SEVERABILITY:** If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor shall negotiate an equitable adjustment in the provisions this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
8. **INDEPENDENT CONTRACTOR:** In performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.
9. **ENTIRE CONTRACT:** This Contract constitutes the entire contract between VTA and Contractor relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
10. **AMENDMENT:** Except as expressly provided herein, the provisions of this Contract cannot be altered, modified or amended except through the execution of a written amendment executed by VTA and Contractor.
11. **COMPLIANCE WITH APPLICABLE LAW:** In the performance of the Services, Contractor and its subcontractors shall comply with all applicable requirements of state, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.
12. **DOCUMENTS AND WRITTEN REPORTS:** In accordance with Government Code § 7550(a), any document or written report prepared in whole or in part by nonemployees of VTA shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the



preparation of the document or written report if the total cost of the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000.00). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

13. INCORPORATION OF EXHIBITS AND ATTACHMENTS: All exhibits and attachments referenced in this Contract are incorporated herein by this reference.

L. AUTHORIZED REPRESENTATIVES AND POINTS OF CONTACT: The Authorized Representatives identified below, or assigned designees, have authority to authorize changes to the scope, terms and conditions of this Contract, as set forth herein.

1. AUTHORIZED REPRESENTATIVES:

VTA:

Thor Vue, Chief Procurement Officer
3331 N. First Street, Bldg. A
San Jose, CA 95134-1927
thor.vue@vta.org

Contractor:

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

2. NOTICES: Notices shall be in writing and addressed to the Authorized Representatives at the addresses set forth above.

3. POINTS OF CONTACT: The Points of Contact listed below are authorized to communicate regarding contract matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

VTA:

Tim Willson, Contracts Administrator
3331 N. First Street, Bldg. A
San Jose, CA 95134-1927
Tim.Willson@vta.org



Contractor:

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

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

M. INSURANCE: Contractor shall adhere to the insurance requirements set forth in Exhibit [].

N. INDEMNITY AND DEFENSE OF CLAIMS:

1. Contractor shall indemnify and hold harmless VTA, its Board members, officers, agents, employees, and consultants (collectively, the “Indemnitees”) from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, 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 subparagraph (1) immediately above and regardless of whether Contractor and/or any of its agents, employees, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by VTA or its agents, servants, or independent contractors who are acting on behalf of VTA, VTA shall promptly reimburse Contractor for costs of defending the Indemnitees in such action incurred by Contractor, but only in proportion to the sole or active negligence or willful misconduct of VTA or its agents, servants, or independent contractors who are 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.

O. BUSINESS DIVERSITY PROGRAM REQUIREMENTS: Contractor shall adhere to the Small Business Enterprise requirements set forth in Exhibit [].



IN WITNESS WHEREOF, VTA and Contractor have executed this Contract as of the last date set forth below (“Effective Date”).

*Santa Clara Valley
Transportation Authority*

Contractor Name

Name
Title

Name
Title

Date

Date

Approved as to Form

VTA Counsel



EXHIBIT A1 SCOPE OF SERVICES

Scope of Services to be Inserted After Contract Award



EXHIBIT A2 COMPENSATION, INVOICING and PAYMENT

For the satisfactory performance and completion of Services under this Contract, VTA will compensate Contractor as set forth herein.

A. COMPENSATION: This is a Firm Fixed Price / Time and Materials Contract with a minimum value of \$[] and a maximum value of \$[], within which Contractor agrees to complete the Services defined in authorized Task Orders. Contractor is not authorized to provide Services hereunder costing in excess of the maximum value amount stated herein. Compensation may be awarded on either a time and materials (T&M), or firm fixed price (FFP) basis.

Compensation and/or commission will be individually negotiated for each sponsorship agreement.

1. BASE LABOR RATES: The basis for T&M, and FFP pricing and payment for work performed shall be subject to the direct labor, indirect labor, overhead and profit in accordance with the respective provisions stated below:

2. TIME AND MATERIALS. Payment for work performed on a T&M basis shall be in accordance with the following provisions.

a. Exempt Personnel: VTA shall pay for work by exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates listed below which include direct labor, indirect labor, overhead and profit. VTA payment for work by exempt personnel shall not include any premium pay.

Name	Classification	Hourly Rate

b. Non-Exempt Personnel: VTA shall pay for overtime work by non-exempt personnel (Time and a Half, Double Time) in accordance with California law, at the labor rates listed below VTA must approve all premium time in advance in writing.

Name	Classification	Hourly Rate



-
- c. Contractor may request increases in labor rates. Increases in labor rates may only occur once in a twelve (12) month period per individual. All requests shall be made in writing to VTA at least thirty (30) days prior to the date the requested new rates are to become effective. VTA must approve in writing any adjustments in advance prior to the effective date of the new labor rates.
 - d. The labor rate paid by Contractor to each employee shall not increase more than the annual average of the Consumer Price Index for the San Francisco Bay Area, using the **CPI-U, All Urban Consumers** index type for the twelve (12) month period preceding a new rate.
 - e. VTA will consider individual exceptions to the above limitation, on a case-by-case basis, not to exceed one (1) adjustment per employee per year, where Contractor can demonstrate that additional compensation is necessary to retain a specific employee VTA considers to be essential.
 3. **FIRM FIXED PRICE.** Payment for work performed on a firm-fixed price basis will establish the maximum value upon issuance of Task Orders, within which Contractor agrees to complete the Services defined in the Task Order. Said sum will include Contractor's total direct costs, indirect costs, and profit. No additional compensation will be paid without a written amendment to this Contract.
 4. **SUBCONTRACTOR COSTS:** VTA shall reimburse subcontractor costs at actual cost without mark-up. Subcontractor costs shall be supported by invoices, as are prime costs. See paragraph B, Invoicing.
 5. **OTHER DIRECT COSTS (ODCs):** ODCs shall be authorized and reimbursed as follows. All ODCs shall be reimbursed at actual cost without mark-up and include the following types of expenses.
 - a. Travel expenses related to the performance of Services shall be reimbursed for actual and reasonable costs incurred for mileage, transportation, lodging, meals, and other miscellaneous expenses. Air travel, auto rental, and lodging must be "economy" based and traveler must obtain the lowest price possible. Lodging rates for the Palo Alto, Sunnyvale, and San Jose area are defined by the GSA website www.gsa.gov. The meals and incidental expenses shall not exceed the per diem rates, as stated on GSA website www.gsa.gov/mie. At no time shall alcohol, travel upgrades, fines, memberships, loss of personal property or cash, "no shows," or personal itinerary changes be subject to reimbursement by VTA.

Invoicing travel expenses: All expenses related to travel shall be verified by legible, itemized receipts attached to a summary that provides the name of traveler, the date(s) traveled, and an itemized a description of each expense.



- b. Parking, tolls, deliveries, printing, and plan reproduction expenses directly associated with the work will be reimbursed at cost. Except as otherwise provided herein, telephone, computer costs, CAD machine charges, in-house copying and facsimile charges shall be included in overhead and shall not be reimbursed.
- c. All ODCs shall require appropriate documentation for reimbursement. VTA must approve in writing any ODC item estimated to exceed \$500.00 prior to incurring the expense.

B. INVOICING:

1. INVOICE FORMAT: VTA shall pay Contractor on the basis of invoices submitted every month for the Services performed during the preceding month. Invoices shall be in a form acceptable to VTA and each invoice must include:

- Contract Number and Task Order Number
- Name, classification and labor rate of employee
- Description of work performed
- Hours worked by employee accompanying with signed timesheets
- Cost per classification
- Fixed Fee (if assigned)
- Other Direct Cost
- Subcontractor costs with itemization in same format above
- Total costs

2. CERTIFICATION BY CONTRACTOR: Contractor shall include the following statement on all invoices for services authorized as T&M or CPFF as verification that all direct labor rates are billed at the actual rates earned.

<p>I certify the statements and information contained in this invoice are true, accurate, and complete.</p> <p>Contractor's Signature: _____</p> <p>Contractor's Name: _____</p>
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3. WAIVER: Contractor shall be deemed to have waived the right to payment for Services not invoiced within six (6) months after the date the services were performed. For purpose of this provision the date of the invoice shall be the date of receipt by VTA.

4. INVOICE SUBMITTAL: Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in a PDF, Word, or Excel format.

Email: VTAAccountsPayable@VTA.org



5. CONTESTING INVOICE/AUDIT: Should VTA contest any portion of an invoice, that portion shall be held for resolution, and the uncontested balance shall be processed for payment. VTA may, at any time, conduct an audit of any and all records kept by Contractor related to the Services. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices and any retention funds.

C. PROMPT PAYMENT: VTA will pay Contractor within thirty (30) days after receipt by VTA of a proper, fully documented, invoice. Contractor shall pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within fifteen (15) days of receipt of payment by VTA for such Services. Contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed.



EXHIBIT A3 INSURANCE REQUIREMENTS

INSURANCE: Without limiting the Contractor's indemnification of VTA, the 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 the Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in the Contract. The Contractor must furnish complete copies of all insurance policies, within three (3) business days of any such request 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 Employers Liability insurance.
- d. Professional Liability including Advertising, Publishing and Media Liability: covering the risks of defamation, slander, libel, infringement of copyright, invasion of privacy, and plagiarism.

2. Minimum Limits of Insurance: Contractor must maintain limits no less than:

- a. General Liability \$2,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If a General Liability 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. In no event may the General Liability primary policy limit per occurrence be less than \$2,000,000.
- b. Automobile Liability \$1,000,000 limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers Liability: Statutory Workers' Compensation limits and Employers Liability limits of \$1,000,000 per accident.



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- d. Professional Liability including Advertising, Publishing and Media Liability: \$2,000,000 per occurrence.
3. **Self-Insured Retention:** 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 in excess of the stipulated amounts stated herein, the Contractor must provide a current financial statement documenting the ability to pay claims falling within the self-insured retention. At the option of VTA, either: the insurer must reduce or eliminate such self-insured retention as respects VTA, its officers, officials, employees and volunteers; or the Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- B. CLAIMS MADE PROVISIONS (NOT APPLICABLE TO GENERAL LIABILITY OR AUTOMOBILE 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 Contract and the retroactive date must be no later than the date of this Contract.
 2. If any policy is not renewed or the retroactive date of such policy is to be changed, the 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 be of at least two (2) years.
 3. No prior acts exclusion to which coverage is subject that predates the date of this Contract.
 4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- C. OTHER PROVISIONS:** The policies are to contain, or be endorsed to contain, the following provisions:
1. **General Liability and Automobile Liability:**
 - a. VTA, its 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 the 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 officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.

- b. The Contractor's insurance coverage must be primary insurance as respects VTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VTA, its officers, officials, employees, or volunteers must be excess of the Contractor's insurance and may not contribute with it.
- c. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its officers, officials, employees, or volunteers.
- d. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The General Liability General Aggregate limit must apply per project, not per policy.
- f. 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 officers, officials, employees, and volunteers for losses arising from work performed by the Contractor and its subcontractors for VTA.
- 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 right 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.

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 will 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.

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

Santa Clara Valley Transportation Authority
Procurement, Contracts and Materials Management
3331 North First Street
San Jose, CA 95134
Contract No. S19078

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 policy must be listed, Certificate Holder should be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

All certificates and endorsements are to be received and approved by VTA before work commences. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If the Contractor receives any notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, Contractor or insurer 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 such insurance as is called for 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.



EXHIBIT A4 SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

A. MWBE POLICY:

1. It is the policy of VTA to ensure that Minority and Women Owned Business Enterprises (MWBEs), as defined in the VTA MWBE Program, have an equitable opportunity to participate in the performance of contracts and subcontracts financed with local funds. VTA has an 18% MWBE aspirational goal.
2. Contractor will use all reasonable efforts to ensure that MWBE firms have an equitable opportunity to compete for subcontracting work under this Contract.

B. 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 shall 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 and its subcontractors will receive an email providing a Log-On identification, password, and instruction on how to use the system. All lower-tier subcontractors and vendors will be required to provide or verify SBE utilization documentation.
 4. Contractor will be required to submit quarterly SBE utilization reports electronically to the VTA Office of Business Diversity Programs. These reports shall be submitted electronically by the Contractor and will document when payments to subcontractors were made, the dollar value of the payments to SBE firms, and the percentage of the Services completed.
- C. At the conclusion of this Contract, Contractor shall submit a final SBE utilization report electronically to the VTA Office of Business Diversity Programs at: OSDB.OSDB@VTA.org by indicating a final audit where requested in the B2Gnow system. This final report will document when payments to subcontractors were made, the dollar value of payments to SBE firms, and the percentage of the Services completed.

APPENDIX A: TRANSIT ASSETS

VTA’s real estate and transit assets include but are not limited to the following:

A. LIGHT RAIL LINES AND STATIONS: VTA operates three Light Rail lines with over 42 miles of track. The lines and the corridors they run through are designed to move commuters from the suburban areas of Santa Clara Valley into the major business areas in Downtown, the Santa Clara County Civic Center, and the high-tech and office areas of Mountain View in northern Silicon Valley. VTA’s light rail service connects commuters and travellers to the San Jose International Airport, Diridon Station and the transit systems it serves including Caltrain, ACE, the Capitol Corridor. VTA’s moves riders to and from Silicon Valley, the Greater Bay Area, and beyond. For a complete

list of light rail line and station information please visit:

<http://www.vta.org/getting-around/interactive-light-rail-map>

B. TRANSIT CENTERS: VTA uses the following criteria in designating an asset as a “Transit Center”

- Place where two or more lines (bus or rail) come together.
- Includes off-street facilities built for transit connections.
- 3-bus bay and transfer activity at location

VTA has twenty-three (23) Transit Centers, listed here by city.

VTA TRANSIT CENTERS		
CITY	NAME	LOCATION
Campbell	Winchester	Winchester Boulevard
Gilroy	Gilroy	Monterey Street
Milpitas	Great Mall	Great Mall Parkway
Mountain View	Mountain View	Castro Street
Mountain View	San Antonio	San Antonio Road
Palo Alto	Palo Alto	University Avenue
San Jose	Almaden	Winfield Boulevard
San Jose	Alum Rock	Alum Rock Avenue
San Jose	Capitol	Narvaez Avenue
San Jose	Curtner	Canoas Garden Avenue
San Jose	Eastridge	Eastridge Loop – Capital Expwy & Quimby Rd
San Jose	Hostetter	Capitol Avenue
San Jose	Ohlone/Chynoweth	Chynoweth Avenue
San Jose	Penitencia Creek	Penitencia Creek
San Jose	San Jose Diridon	Cahill Street
San Jose	Santa Teresa	Santa Teresa Boulevard
San Jose	Snell	Snell Avenue
San Jose	Tamien	Lelong Street
Saratoga	West Valley	Fruitvale Ave. & Allendale Ave.
Santa Clara	Santa Clara	Railroad Avenue
Santa Clara	Valley Fair	Forrest Avenue
Sunnyvale	Frances Street	Frances Street
Sunnyvale	Lockheed Martin	Mathilda Avenue

- C. **PARK & RIDE LOTS:** For a comprehensive list of VTA's 39 Park & Ride Lots, please see the list below or please visit: <http://www.vta.org/getting-around/schedules/park-and-rides-lots-map>

<u>VTA PARK & RIDE LOTS</u>		
CITY:	LOCATION	TOTAL PARKING CAPACITY
Campbell:	Winchester LRT Station	54
Cupertino:	Vallco Shopping Center	50
Gilroy:	Gilroy Caltrain Station	471
Milpitas:	Great Mall LRT Station	93
Milpitas:	I-880/Milpitas LRT Station	275
Morgan Hill:	Morgan Hill Caltrain Station	486
Morgan Hill:	Morgan Hill Transit Center	50
Mountain View:	Downtown Mountain View Caltrain Station	340
Mountain View:	San Antonio Caltrain Station	199
Mountain View:	Whisman LRT Station	52
Palo Alto:	California Caltrain Station	185
Palo Alto:	Page Mill Road @ El Camino Real	38
Palo Alto:	Palo Alto Caltrain Station	389
San Jose:	Almaden LRT Station	189
San Jose:	Alum Rock Transit Center	110
San Jose:	Bascom LRT Station	102
San Jose:	Blossom Hill Caltrain Station	425
San Jose:	Blossom Hill LRT Station	511
San Jose:	Branham LRT Station	271
San Jose:	Capitol Avenue @ Alum Rock	26
San Jose:	Capitol Caltrain Station	378
San Jose:	Capitol LRT Station	951
San Jose:	Cottle LRT Station	421
San Jose:	Curtner LRT Station	474
San Jose:	Eastridge Transit Center	135
San Jose:	Highway 85 @ Camden Avenue	176
San Jose:	Hostetter LRT Station	100
San Jose:	Ohlone/Chynoweth LRT Station	549
San Jose:	Penitencia Creek LRT Station	53
San Jose:	River Oaks LRT Station	22
San Jose:	San Jose/Diridon Caltrain Station	581
San Jose:	Santa Teresa LRT Station	1155
San Jose:	Snell LRT Station	430
San Jose:	Tamien LRT/Caltrain Station	275
San Martin	San Martin Caltrain Station	167
Santa Clara	Great America ACE Station	189
Santa Clara	Santa Clara Caltrain Station	321
Sunnyvale	Moffett Park LRT Station	93
Sunnyvale	Sunnyvale Caltrain Station	439

D. BUS SHELTERS: There are approximately 500 VTA bus shelters, 374 of which have advertising panels. The advertising inventory is sold through VTA’s Bus Shelter Advertising vendor, Clear Channel Outdoor.

E. BRT LINE: The Alum Rock/Santa Clara BRT line provides just over 7 miles of limited-stop BRT service linking from the Eastridge Transit Center to the Arena Station in downtown San Jose using Capitol Expressway, Alum Rock Avenue and Santa Clara Street. The Alum Rock/Santa Clara BRT operates special hybrid vehicles with comfortable modern interiors with bike racks inside and outside the bus, and Wi-Fi on board. BRT lines offer speed and efficiency with service every 10 minutes during peak commute time and dedicated bus-only lanes on part of the route. VTA intends to establish additional BRT lines in the future.

There are eighteen new Bus Rapid Transit (BRT) bus shelters which feature a series of art and design enhancements along with enhanced passenger amenities such as live schedule displays. For additional information on the shelters, including additional images of the structures and art installations, please visit:

<http://www.vta.org/Bus-Rapid-Transit/Alum-RockSanta-Clara/Public-Art>

BRT BUS SHELTERS	
Arena - W. Santa Clara and Montgomery Street	Eastbound shelter
Downtown San Jose – E. Santa Clara Street and 2nd Street	Westbound and Eastbound shelter
City Hall - E. Santa Clara Street and 5th Street	Eastbound shelter
17 th - 17th Street and E. Santa Clara Street	Westbound and Eastbound shelter
24th - 24th Street and E. Santa Clara Street	Westbound and Eastbound shelter
King – King Road and Alum Rock Avenue	Westbound and Eastbound shelter
Jackson – Jackson Avenue and Alum Rock Avenue	Westbound and Eastbound shelter
Alum Rock – Alum Rock Avenue and Capitol Avenue	Northbound and Southbound shelter
Story – Capitol Expressway and Story Road	Northbound and Southbound shelter
Ocala – Capitol Expressway and Ocala Avenue	Northbound and Southbound shelter

F. INTERMODAL TRANSIT CENTERS: VTA is including Intermodal Transit Centers with access to Silicon Valley BART Phase 1 within the naming rights inventory. Silicon Valley BART Phase 2 can be included at a future date.

Phase 1: Two (2) Phase 1 stations are projected to begin service in 2019:

- 1) **Berryessa Station:** located between Berryessa and Mabury roads, adjacent to the San Jose Flea Market in east San Jose.
 - 25,000 daily passengers projected in 2030
 - Approximately 60-minute trip to San Francisco
 - Trains arrive every 7.5 minutes (Berryessa Station will be served by two BART lines that operate every 15-minutes)
 - Street level concourse, above-ground boarding platform
 - Multi-story parking garage next to station
 - Convenient private shuttle and “Kiss-and-Ride” loading areas
 - Freeway access from US 101/Oakland Road and I-680/ Berryessa Road
 - VTA bus transit center with Express Bus service to Downtown San Jose
 - On-site bicycle paths and indoor bicycle storage room

- 2) **Milpitas Station:** Located at the intersection of Montague Expressway and Capitol Avenue near the Great Mall in Milpitas, the station is the center of the city's Transit Area Specific plan, and will be the BART system's gateway to Silicon Valley, serving as a key local and regional connection to the high-tech, job-rich northwestern areas of Santa Clara County.
- Projected 20,000 daily passengers in 2030
 - Less than 60-minute trip to San Francisco
 - Trains arrive every 7 1/2 minutes (Milpitas Station will be served by two BART lines that operate every 15 minutes)
 - Ground level concourse, below-ground boarding platforms
 - Seamless connection to VTA's Montague Light Rail Station
 - Multi-story parking garage next to station and surface parking lot
 - Convenient private shuttle and "Kiss-and-Ride" loading areas
 - VTA bus transit center, providing a connection with local, limited-stop, and express bus services
 - On-site bicycle storage room
 - Food trucks

For additional information on Silicon Valley BART Transit Centers stations, please visit:
<http://www.vta.org/bart/stations>

- G. AIRPORT FLYER BUS SERVICE:** Free bus service connecting Santa Clara Transit Center to Metro Airport LRT Station via Mineta San José International Airport. For additional information see: <http://www.vta.org/routes/rt10>
- H. ADDITION OR REMOVAL OF ASSETS:** VTA reserves the right to add or remove naming rights assets. Compensation for additional assets can be negotiated as they included for valuation.

APPENDIX B

VTA NAMING RIGHTS POLICY	POLICY	
	Document Number:	CMA-RE-PL-0201
	Version Number:	01

1.0 Purpose:

To set forth the VTA policy for evaluating and processing naming rights proposals for VTA real estate assets such as transit centers, stations, and park and ride lots, as well as for VTA transit assets such as transit shelters, bus lines, and light rail lines.

2.0 Scope:

This policy applies to all entities that submit naming rights proposals for VTA real estate assets and/or VTA transit assets. This policy does not apply to advertising on bus vehicles, light rail vehicles, transit shelters or other restrictions that limit the ability of VTA to sell naming rights.

3.0 Responsibilities:

The VTA Property Development and Management Department, known as “VTA Real Estate”, will manage all documents relating to this policy, and will coordinate with applicable VTA divisions on the review and processing of the transactions. As applicable, each VTA division will be responsible for reviewing and processing applications, drawings, agreements, permits, construction and payments relating to this policy.

4.0 Policy:

VTA has an extensive portfolio of real estate and transit assets located throughout Santa Clara County, with a service area covering approximately 346 square miles and county population of approximately 1.8 million people. In 2013, average weekday ridership on VTA’s light rail station was 34,241 passengers, while average ridership on VTA’s bus routes was 106,161 passengers. On weekends, ridership on both the light rail and bus network will often peak during special events such as sports games, concerts and holiday events. Weekend ridership is expected to increase with the upcoming opening of Levi Stadium in Santa Clara, which will be hosting NFL football games as well as other sporting and entertainment events. This creates unique opportunities for private sponsors to seek naming rights at one or more VTA real estate assets or VTA transit assets, in order to enhance their brand recognition. VTA is amenable to creating new revenue through sponsorship opportunities in its transit system, and is setting forth this policy to establish guidelines by which VTA will consider naming rights proposals for VTA real estate assets and/or VTA transit assets.



Original Date:	Revision Date:	Page 1 of 5
4/2014	N/A	

VTA NAMING RIGHTS POLICY	POLICY	
	Document Number:	CMA-RE-PL-0201
	Version Number:	01

4.1. Request for Proposal (RFP). From time to time, VTA may issue an RFP seeking naming rights proposals for one or more VTA real estate assets and/or one or more VTA transit assets. Based upon RFP responses, VTA in its sole discretion may choose to enter into direct negotiations with an RFP respondent for one or more assets, reissue the RFP, take no further action, or take other action as VTA deems appropriate.

Notwithstanding the foregoing, VTA at all times will retain full discretion to receive and process unsolicited naming rights proposals. In the event of unsolicited proposals, VTA further reserves the right to promote competition and transparency by either (i) issuing an RFP for the asset described in the unsolicited proposal, or (ii) contacting similar potential naming rights sponsors to seek additional naming rights proposals.

In addition, even after conducting a process for naming rights, VTA may choose not to sell the naming rights to any particular asset, whenever it reasonably determines that to do so would be contrary to its purpose or its commercial interests.

4.2. Nexus Required for Naming Rights. Many transit centers, light rail stations and bus stops within the VTA transit system require geographically accurate names in order for VTA passengers to orient themselves and navigate the transit system. Therefore naming rights proposals for VTA real estate assets and VTA transit assets will only be considered if there is a strong nexus between the proposed naming sponsor and the proposed asset (i.e., a geographic, iconic, historic or other connection). The ability and ease by which VTA passengers will identify, locate and use a location is an essential factor in considering a naming rights proposal. The number of characters in a proposed name will also be evaluated, due to the physical parameters of signage on items such as stations and bus/light rail vehicles. VTA may in its sole discretion include a geographic designation as part of the re-named asset, for instance “Downtown/Your Name Here,” in order for VTA passengers to continue to easily navigate the transit system.

Furthermore, proposed names must be consistent with applicable VTA ordinances, rules, regulations and policies. VTA may in its sole discretion deny a naming rights proposal which: (i) violates any applicable VTA ordinances, rules, regulations or policies, (ii) is offensive, discriminatory, or promotes a particular religion or political view, or (iii) is not in the best interest of VTA and/or its passengers.

4.3. Naming Rights Agreement. A written agreement between VTA and the naming rights sponsor, approved as to form by VTA General Counsel, shall be required prior to any re-naming of a VTA real estate asset or VTA transit asset. All naming rights agreements under this policy will be brought to the VTA Board of Directors for approval. In addition, the VTA Board of Directors will be required to approve any agreements

Original Date:	Revision Date:	Page 2 of 5
4/2014	N/A	

VTA NAMING RIGHTS POLICY	POLICY	
	Document Number:	CMA-RE-PL-0201
	Version Number:	01

exceeding the maximum amount, or the maximum term, permissible under Section 9-2 (c) of the Administrative Code (which on the date of approval of this policy is an amount of \$100,000 and any term exceeding 3 years).

- 4.4. Term of Agreement. In order to ensure a long-term commitment between VTA and the naming rights sponsor, the minimum term of a naming rights agreement shall be ten years. The agreement shall provide for VTA’s ability to terminate the agreement under certain conditions, such as when a naming rights sponsor ceases to exist as an entity.
- 4.5. Compensation. VTA will receive fair and reasonable compensation for use of its real estate assets and transit assets, based on comparable market rates for similar facilities and markets. VTA may, in its sole discretion, procure the services of a qualified and independent firm that regularly provides naming rights valuations, to assist in VTA’s consideration of a naming rights proposal.
- 4.6. Costs Associated with Re-Naming. The naming rights sponsor shall pay for all costs associated with re-naming a VTA real estate asset or VTA transit asset, including but not limited to the costs of replacing and/or supplementing affected signage, system-wide maps, headsigns, public materials, websites, graphics, software and VTA systems. Furthermore, the naming rights sponsor shall deposit an amount that equals or exceeds the anticipated cost of removing its name from said VTA real estate asset or VTA transit asset, for use at the expiration or earlier termination of the naming rights agreement.
- 4.7. VTA Asset Inventory. VTA Real Estate will prepare a list of VTA real estate assets and VTA transit assets which are available for naming rights proposals, and update such list periodically.
- 4.8. Consultant Services. From time to time, VTA may issue an RFP seeking consultant services relating to one or more VTA real estate assets or VTA transit assets, for any or all of the following professional services: (i) identification and/or valuation of assets available for naming rights proposals, (ii) development of a naming rights strategy and marketing plan, (iii) solicitation of potential naming rights sponsors, (iv) negotiation of naming rights agreements, (v) and any other services deemed appropriate to implement this policy. Based upon RFP responses, VTA in its sole discretion may choose to enter into direct negotiations with an RFP respondent, reissue the RFP, take no further action, or take other action as VTA deems appropriate.
- 4.9. Application of Policy. This policy is intended to apply to naming rights proposals submitted after the approval of the policy. Notwithstanding the foregoing, VTA reserves



Original Date:	Revision Date:	Page 3 of 5
4/2014	N/A	

VTA NAMING RIGHTS POLICY	POLICY	
	Document Number:	CMA-RE-PL-0201
	Version Number:	01

the right to initiate, consider and process the re-naming of one or more existing VTA real estate assets or VTA transit assets.

4.10 Modifications to Policy. Non-substantive or legally-compelled modifications to this policy may be made under the General Manager’s authority without further Board approval.

5.0 Definitions:

Administrative Facility: The term shall have the definition set forth in VTA Ordinance 98.1. As of the approval date of this policy, VTA Ordinance 98.1 defines “administrative facility” as all buildings, structures, parking lots, and property, owned or operated by the VTA, except transit facilities.

Naming Rights: The right to name a VTA real estate asset or VTA transit asset for predominantly advertising or marketing purposes, in exchange for financial or other consideration.

Naming Rights Agreement: The written agreement between VTA and the naming rights sponsor which sets forth the terms and conditions for re-naming one or more VTA real estate assets or VTA transit assets.

Naming Rights Sponsor: An entity which seeks to re-name one or more VTA real estate assets or VTA transit assets, through a naming rights proposal and subsequent naming rights agreement.

Transit Asset: A transit-related, non real estate asset owned by VTA. These include but are not limited to transit shelters, bus lines, and light rail lines.

Real Estate Asset: Real property which is owned, leased or administered by VTA, through fee ownership or other regulatory, contractual or recorded right. These include but are not limited to any VTA “transit facility” as defined in VTA Ordinance 98.1, any VTA “administrative facility” as defined in VTA Ordinance 98.1, and any express lanes controlled or administered by VTA.

Request for Proposal (RFP): A request based on business requirements which seeks specific data, offerings and quotations for a defined service or project.

Transit Facility: The term shall have the definition set forth in VTA Ordinance 98.1. As of the approval date of this policy, VTA Ordinance 98.1 defines “transit facility” as



Original Date:	Revision Date:	Page 4 of 5
4/2014	N/A	




VTA NAMING RIGHTS POLICY	POLICY	
	Document Number:	CMA-RE-PL-0201
	Version Number:	01

any and all transit centers, light rail stations, light rail platforms, and parking lots used for transit system access.

6.0 Summary of Changes:

N/A.

7.0 Approval Information:

<i>Prepared by</i>	<i>Reviewed by</i>	<i>Approved by</i>
 Kathy Bradley Manager, RE & Project Administration	 Bijal Patel Deputy Director	 Nuria I. Fernandez General Manager

Original Date:	Revision Date:	Page 5 of 5
4/2014	N/A	

POLICY ADVERTISING	Document Number:	CS-PA-PL-2016
	Version Number:	02
	Date:	11/04/2016

1.0 Purpose:

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

2.0 Scope:

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

3.0 Responsibilities:

3.1 Review of Advertisements

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

3.1.1 Initial Review

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

3.1.2 Final Review

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



Original Date:	Revision Date:	Page 1 of 8
11/25/2014	11/04/2016	

POLICY ADVERTISING	Document Number:	CS-PA-PL-2016
	Version Number:	02
	Date:	11/04/2016

submitted by the advertiser and may consult with the Administrator. In the event that the General Counsel determines that the advertisement does not fall within any of the categories set forth in Section 4.3, the Administrator shall advise the Advertising Vendor that the advertisement is in conformity with VTA's Advertising Policy.

3.1.3 Rejection of Advertisement

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

3.1.4 Opportunity for Revision by Advertiser

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

3.1.5 Formal Determination

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

3.1.6 Notification of Non-Complying Advertisements

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

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



Original Date:	Revision Date:	Page 2 of 8
11/25/2014	11/04/2016	

POLICY ADVERTISING	Document Number:	CS-PA-PL-2016
	Version Number:	02
	Date:	11/04/2016

3.1.7 Removal of Non-Complying Advertisements

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

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

4.0 Policy:

4.1 Objectives

4.1.1 Increase Revenue

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

4.1.2 Promote VTA’s Mission

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

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

Original Date:	Revision Date:	Page 3 of 8
11/25/2014	11/04/2016	

POLICY ADVERTISING	Document Number:	CS-PA-PL-2016
	Version Number:	02
	Date:	11/04/2016

4.1.3 **Retain Non-Public Forum Status of VTA’s Advertising Space**
 Through this Advertising Policy, VTA intends to ensure that its advertising spaces constitute non-public fora. In keeping with this specified intention, VTA will reject any advertising material that will create a public forum for expressive activities, and VTA will actively enforce the viewpoint-neutral restrictions set forth in the Advertising Policy.

4.2 **Permitted Advertising Content**

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

4.2.1 **Commercial and Promotional Advertising**

3.1 Advertising that promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events programs, transactions, donations, products, or property (real or personal) for commercial purposes; or

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

4.2.2 **Public Service Announcements**

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

4.2.2.1 The sponsor of a PSA must be a governmental entity or a nonprofit corporation that is exempt from taxation under Internal Revenue Code Section 501(c)(3).

4.2.2.2 Content must be directed to the general public or a significant segment of the public and relate to:

- a. Prevention or treatment of illnesses;
- b. Promotion of safety or personal well-being;
- c. Education or training;
- d. Provision of children and family services;
- e. Solicitation by broad-based contribution campaigns which provide funds to multiple charitable organizations; or



Original Date:	Revision Date:	Page 4 of 8
11/25/2014	11/04/2016	

POLICY ADVERTISING	Document Number:	CS-PA-PL-2016
	Version Number:	02
	Date:	11/04/2016

- f. Provision of services and programs that provide support to low income citizens, senior citizens, and people with disabilities.

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

4.3 Prohibited Advertising Content

The following classes of advertising are prohibited:

Advertisements that contain:

4.3.1 Demeaning or disparaging material

Content that a reasonably prudent person who is knowledgeable of VTA’s ridership and using prevailing community standards would believe ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.

4.3.2 Profanity

Content that includes profane language.

4.3.3 Violence

Content that depicts an image or contains description of graphic violence, including but not limited to:

- a. The depiction of human or animal bodies, body parts or fetuses, in states of mutilation, dismemberment, decomposition or disfigurement; or
- b. The depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.

4.3.4 Unlawful goods or services

Content that promotes, encourages, or appears to promote or encourage the use or possession of unlawful or illegal goods or services.

4.3.5 Unlawful conduct

Content that promotes, encourages, or appears to promote or encourage unlawful or illegal behavior or activities.

4.3.6 Obscenity or nudity

Content that depicts obscene material or images of nudity. Content shall be considered “obscene” if an average person would find that the material, taken as a



Original Date:	Revision Date:	Page 5 of 8
11/25/2014	11/04/2016	

POLICY ADVERTISING	Document Number:	CS-PA-PL-2016
	Version Number:	02
	Date:	11/04/2016

whole, appeals to a lewd curiosity; depicts or describes, in an offensive way, sexual conduct or excretory functions; and, taken as a whole, lacks serious literary, artistic, political, or scientific value. “Nudity” is construed as the depiction of a state of undress as to expose any part or portion of the pubic or anal region or genitalia of any person or any portion of the breast at or below the areola thereof of any female person.

4.3.7 Prurient sexual suggestiveness

Content that describes, depicts, or represents sexual activities or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults in sex.

4.3.8 “Adult” goods or services

Content that promotes, encourages, or appears to promote or encourage a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with films rated “X” or “NC-17,” video games rated M or AO, adult products, adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services.

4.3.9 Advertisements that promotes the sale or use of any of the following:

a. Alcohol

Content that advertises an alcohol product or a brand of alcohol products.

b. Firearms

Content that advertises a firearm or a brand of firearms and/or contains an image of a firearm in the foreground of the main visual.

c. Tobacco

Content that promotes the sale or use of tobacco or tobacco-related products (e.g., chewing tobacco, snuff, electronic cigarettes, etc.), including but not limited to depicting such products.

d. Marijuana

Content that promotes the sale or use of marijuana or cannabis related products, including but not limited to depicting such images.

4.3.10 Advertisements which are to the knowledge of the Vendor:



Original Date:	Revision Date:	Page 6 of 8
11/25/2014	11/04/2016	

POLICY ADVERTISING	Document Number:	CS-PA-PL-2016
	Version Number:	02
	Date:	11/04/2016

- a. False, misleading, or deceptive;
- b. Defamatory or likely to scorn or ridicule any person or group;
- c. Obscene or pornographic according to local community standards; or
- d. Advocates lawlessness or violent action.

4.3.11 Political

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

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

4.3.13 Adverse to VTA

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

5.0 Definitions:

N/A.

6.0 Summary of Changes:

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

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




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



Original Date:	Revision Date:	Page 7 of 8
11/25/2014	11/04/2016	

POLICY ADVERTISING	Document Number:	CS-PA-PL-2016
	Version Number:	02
	Date:	11/04/2016

7.0 Approval Information:

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

Date Approved: 12-07-2016

Original Date:	Revision Date:	Page 8 of 8
11/25/2014	11/04/2016	