BOARD OF PUBLIC WORKS
MEMBERS

AURA GARCIA
PRESIDENT

M. TERESA VILLEGAS
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

VAHID KHORSAND
COMMISSIONER

SUSANA REYES
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA

ERIC GARCETTI
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278

http://bpw.lacity.org

May 11, 2022

BPW-2022-0308

The Honorable Mayor Garcetti
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

The Honorable City Council
Room No. 395
City Hall

POLICY NO. 815 - CONTRACT APPROVAL - TRANZITO-VECTOR, LLC - FINAL SIDEWALK AND TRANSIT AMENITIES PROGRAM - CONSIDERATION OF INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

As recommended in the accompanying report from the Director of the Bureau of Street Services, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. ADOPT the attached findings, including under CEQA;

2. ADOPT the IS/MND;

3. ADOPT the Mitigation Monitoring Program prepared for the IS/MND;

4. APPROVE the STAP as described in the IS/MND, including the STAP contract as provided below and the proposed ordinance amending Sections 67.01(a) and 67.02(b) of the Los Angeles Municipal Code (LAMC), as provided below;

5. ADOPT the ordinance transmitted to the City Council by the City Attorney on November 16, 2021 (Council File 20-1536) to amend Sections 67.01(a) and 67.02(b) of the LAMC to clarify the definition of outdoor advertising structure, and to exempt certain approved structures from the prohibition of outdoor advertising structures in the public right-of-way;

6. APPROVE the award of the proposed contract for the STAP to Tranzito-Vector, LLC pursuant to Los Angeles Administrative Code Section 10 5;

Recyclable and made from recycled waste.

7. AUTHORIZE the President or two members of the Board of Public Works to execute the proposed contract with Tranzito-Vector, LLC upon approval by the Los Angeles City Council and Mayor's Office;

8. AUTHORIZE positions in the Bureaus of Street Services and Street Lighting for the administration and implementation of STAP for the period July 1,2022, through June 30, 2023;

9. AUTHORIZE the creation of two (2) new position classifications entitled Principal Landscape Architect and Senior Landscape Architect to provide Landscape Architectural professionals within the City of Los Angeles promotional opportunities equal to other licensed/registered engineering and architectural professionals, and provide for the consistent, equal alignment of position classifications and salaries for all engineering and architectural professionals within the City;

10. AUTHORIZE the upgrade of one existing Contract Administrator (9168) position authority and one existing Landscape Architect II (7929-2) position authority within the Bureau of Street Services dedicated to the management of STAP to position classifications entitled Principal Landscape Architect and Senior Landscape Architect respectively upon creation of those new position classifications; and

11. AUTHORIZE the transfer of $1,057,362 from the Reserve Fund to the Unappropriated Balance, and appropriate therefrom to the following accounts within Fund No. 100 (Dept 62) and (Dept 84); such funds are to be reimbursed to the Reserved Fund from the Minimum Annual Guarantee Payment from Tranzito-Vector, LLC.

Fiscal Impact:
STAP is conservatively projected to generate upwards of $638.8 million in gross revenues over its 10-year term. The City is provided with a 60.5% share of the gross revenues in accordance with Tranzito's proposal and the negotiated contract; 60.5% of $638.8 million amounts to $386.5 million in total revenues to the City, with $90 million of that amount being guaranteed. The City will participate in STAP by paying all capital expenditure (CAPEX) costs, anticipated to be $ 236.7 million over the 10-year Program term; the City may pay for CAPEX costs through its share of program revenues. StreetsLA is seeking a loan from the Public Works Trust Fund as the initial source of funding for the City's CAPEX cost. Additional City CAPEX costs will be pursued through Federal, State, and Local loan and grant programs established to assist cities with transit capital costs, through partnering efforts with Metro, LADOT, and other transit operators seeking to improve their systems, and yet to be determined funding options identified with the assistance of the City Administrative Officer (CAO). Throughout the Program term, the City and contractor may seek out additional revenue sources through corporate sponsorships of STAP furniture elements such as shade structures absent advertising panels, and optional STAP features such as public art and free 5G WiFi.

StreetsLA will be seeking to amend Article 8.1 Section 5.121.7 of the Administrative Code in advance of the STAP's first Program Year (2023) to ensure loans procured to fund the

City's CAPEX costs will be repaid from Program revenues. In addition to repaying loans obtained to fund the City's CAPEX costs, Streets LA will be seeking additional contingencies that may allow the continued provision of Program revenues to the General Fund, Fund 43D, and a reinvestment fund established to set aside monies for future Program CAPEX costs and transit stop related street improvements. After repayment of all CAPEX costs, the City is anticipated to receive upwards of $150 million in net revenues over the initial ten-year Program term, and upwards of $500 million if both five-year term options are executed and the Program performs as expected.

Sincerely,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

FC:ch/lc

*POLICY #815
CF-20-1536

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
REPORT NO.1

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
MAY 11 2022
AND REFERRED TO THE CITY COUNCIL
Executive Officer
Board of Public Works

Date: May 11, 2022
CDs All

CONSIDERATION OF INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND) AND APPROVAL OF CONTRACT WITH TRANZITO-VECTOR, LLC FOR THE SIDEWALK AND TRANSIT AMENITIES PROGRAM (STAP) AND ADVERTISING CONTENT POLICY AND RECOMMENDATIONS TO THE LOS ANGELES CITY COUNCIL FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE AND PROJECT APPROVAL

RECOMMENDATIONS:

In accordance with the California Environmental Quality Act (CEQA), REVIEW and CONSIDER the Final Sidewalk and Transit Amenities Program (STAP) Initial Study/Mitigated Negative Declaration (IS/MND) and related documents for the STAP, ADOPT as Department of Public Works Advertising Content Policy (Transmittal 1), APPROVE the proposed Contract with Tranzito-Vector, LLC for the STAP (Transmittal 11), subject to the approval of the Mayor and the City Council, and ADOPT and FORWARD this report and transmittals to the City Council with the recommendations that the City Council:

1. ADOPT the attached FINDINGS, including under CEQA (Transmittal 2).

2. ADOPT the IS/MND (Transmittal 3).

3. ADOPT the Mitigation Monitoring Program prepared for the IS/MND (Transmittal 4).

4. APPROVE the STAP as described in the IS/MND, including the STAP contract as provided below and the proposed ordinance amending Sections 67.01(a) and 67.02(b) of the Los Angeles Municipal Code (LAMC), as provided below.

5. ADOPT the ordinance transmitted to the City Council by the City Attorney on November 16, 2021 (Council File 20-1536) to amend Sections 67.01(a) and 67.02(b) of the LAMC to clarify the definition of outdoor advertising structure, and to exempt certain approved structures from the prohibition of outdoor advertising structures in the public right-of-way (Transmittal 5).

6. APPROVE the Award of the proposed Contract for the STAP to Tranzito-Vector, LLC pursuant to Los Angeles Administrative Code Section 10.5 (Transmittal 11)
7. AUTHORIZE the President or two members of the Board of Public Works to execute the proposed Contract with Tranzito-Vector, LLC upon approval by the Los Angeles City Council and Mayor's Office.

8. AUTHORIZE the following positions in the Bureaus of Street Services and Street Lighting for the administration and implementation of STAP for the period July 1, 2022, through June 30, 2023:

No.	Code	Title/Classification	Annual Average Salary	Estimated Salary FY 2022-23
1	1358-0	Administrative Clerk	$ 49,903	$ 24,952
1	7237-0	Civil Engineer	$ 142,531	$ 71,266
2	7246-3	Civil Engineering Associate III	$ 240,270	$ 120,135
1	7232-0	Civil Engineering Drafting Tech*	$ 68,946	$ 34,473
1	3685-0	Electrician Supervisor	$ 113,399	$ 56,700
2	7228-0	Field Engineering Aide	$ 184,896	$ 92,448
1	7213-0	Geographic Information Systems Specialist	$ 104,735	$ 52,368
1	7929-1	Landscape Architect	$ 138,580	$ 69,290
2	7933-3	Landscape Arch. Associate III	$ 205,210	$ 102,605
2	4283-0	Street Services Investigator	$ 199,828	$ 99,914
1	4152-2	Street Services Supervisor II	$ 112,732	$ 56,366
2	7527-3	Street Lighting Eng. Associate II*	$ 200,760	$ 100,380
1	1455-1	Systems Programmer I	$ 108,346	$ 54,173
18	***All Positions Total***		***$ 1,870,136***	***$ 935,068***
3	*BSL Positions Total ONLY**		*$ 269,706*	*$ 134,853*
15	BSS Positions Total		$ 1,600,430	$ 800,215

9. AUTHORIZE the creation of two (2) new position classifications entitled Principal Landscape Architect and Senior Landscape Architect to provide Landscape Architectural professionals within the City of Los Angeles promotional opportunities equal to other licensed/registered engineering and architectural professionals, and provide for the consistent, equal alignment of position classifications and salaries for all engineering and architectural professionals within the City.

10. AUTHORIZE the upgrade of one existing Contract Administrator (9168) position authority and one existing Landscape Architect II (7929-2) position authority within the Bureau of Street Services dedicated to the management of STAP to position classifications entitled Principal Landscape Architect and Senior Landscape Architect respectively upon creation of those new position classifications.

11. AUTHORIZE the transfer of $1,057,362 from the Reserve Fund to the Unappropriated Balance, and APPROPRIATE therefrom to the following accounts within Fund No. 100 (Dept 62) and (Dept 84) as noted in the table below; such funds are to be reimbursed to the Reserved Fund from the Minimum Annual Guarantee Payment from Tranzito-Vector, LLC:

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
REPORT NO.1

Date: May 11, 2022
CDs All

Account	Name	Amount
Dept 62 1010	Salaries General	$ 800,215
Dept 62 1010*	Salary Differentials for New Position Classifications	$ 41,844
Dept 62 2120	Printing and Binding	$ 4,500
Dept 62 3310	Transportation	$ 6,000
Dept 62 4430	Uniforms	$ 13,950
Dept 62 6010	Office and Admin	$ 36,000
Dept 84 1010	Salaries General	$ 134,853
Dept 84 1090	Salaries Overtime	$ 20,000
	TOTAL	**$ 1,057,362**
*1010**	*Total Sum of Salary Differentials between Contract Administrator and Principal Civil Engineer and between Landscape Architect II and Senior Civil Engineer*	

TRANSMITTALS:

1. Proposed Advertising Content Policy to ensure the content of advertising placed on City administered Public Rights of Way, City owned structures, facilities, and rolling stock to aligns with City and community standards.

2. Findings, including under CEQA, dated February 2022.

3. Final Initial Study/Mitigated Negative Declaration, Sidewalk and Transit Amenities Program, dated February 2022.
https://drive.google.com/file/d/17M5wJl1S3TCehgqSrO7Wyg-y6UVi99L3/view

4. Mitigation Monitoring Program, dated February 2022.

5. Rule 38 Letter, proposed ordinance to amend LAMC 67.01(a) and 67.02(b) regarding outdoor advertising structures (Council File No. 20-1536).

6. Public Works and Gang Reduction Committee Report adopted by the City Council on November 26, 2019 – Council File 00-1073 S1.

7. Bureau of Street Services Report No.1 adopted by your Board on November 24, 2020, authorizing the Bureau of Street Services (StreetsLA) to (a) issue and advertise a Request for Proposals (RFP) for a new STAP that will succeed the current Coordinated Street Furniture Program, (b) evaluate the respondents and proposals received as a result of the advertised RFP.

8. STAP Technical Proposal Scoring Instructions, scoring system, and Key RFP References upon which scores are based.

9. Bureau of Street Services Report No. 1 adopted by the Board of Public Works on May 5, 2021, authorizing the Bureau of Street Services to negotiate a new contract for the STAP.

10. Bureau of Contract Administration memo of May 25, 2021, indicating the compliance of all four (4) respondents to the STAP RFP with the City's Business Inclusion Program Outreach requirements

11. Proposed Contract between the City of Los Angeles and Tranzito-Vector, LLC, for the STAP.

DISCUSSION – STAP CEQA IS/MND:

Project Description
The City is proposing the replacement of the current Coordinated Street Furniture Program (CSFP) with the Sidewalk and Transit Amenities Program (STAP). The STAP would be implemented by StreetsLA and would install and upgrade transit shelters and associated amenities to provide shelter, shade, safety, and comfort to the City's transit riders, active and shared-ride transportation users, and pedestrians. The program would enhance the transit rider experience and coordinate the shared use of the sidewalk; improve access and mobility; improve transit information and public service delivery; be a self-sustaining program through reinvestment of advertising revenues; and create a dynamic program that incorporates flexibility and collaboration with other City goals and programs. These goals would be achieved through efficient delivery of enhanced program elements and active management by the City. Construction of the transit shelters under STAP would occur over a 3-year time span, from 2023-2025 under the most aggressive schedule, but may occur over a longer period of time, upwards of 6 years (2023 to 2028). The City plans to contract with a commercial partner to provide operations and maintenance of the transit shelters for 10 years with two potential 5-year extensions, in accordance with the agreements with the City. In addition, the City is proposing changes to the LAMC Sections 67.01 and 67.02, which would modify the type of advertising structures allowed in the public right-of-way, in order to effectuate portions of the STAP and which would potentially authorize the consideration of other activities in the future.

Public Participation and Public Review
The proposed draft IS/MND was circulated for public review and comment from October 14, 2021, to November 12, 2021. A Notice of Intent/Notice of Availability (NOI/NOA) was published in the *Los Angeles Times* on October 14, 2021. The NOI/NOA was filed with the Los Angeles County Clerk and was mailed to interested parties and community groups. In response to the COVID-19 pandemic and applicable guidelines, the draft IS/MND was

available for review upon request at the BOE Environmental Management Group's office; and online at the BOE's website.

The Draft IS/MND concluded that environmental impacts from the STAP, including the STAP contract and the LAMC changes, were less than significant, with the incorporation of mitigation measures related to construction noise and cumulative construction noise impacts.

The correspondences commenting on the IS/MND that were received during the public review period, along with the City's responses to those comments, can be found in the "RESPONSE TO COMMENTS ON THE DRAFT IS/MND" section of the Final IS/MND (Transmittal No. 3). None of the comments received necessitated changes in the STAP or the conclusions, findings, and mitigation measures of the IS/MND.

DISCUSSION – STAP CONTRACT WITH TRANZITO-VECTOR, LLC

RFI/RFP, Proposer Evaluation & Selection, and Contract Negotiation Processes

On November 26, 2019, the Los Angeles City Council adopted a report from its Public Works and Gang Reduction Committee that authorized StreetsLA to proceed with a Request for Proposals (RFP) to secure a successor program to the Coordinated Street Furniture Program (CSFP) through the Board of Public Works (Transmittal No. 6). The same adopted report directed StreetsLA to utilize a Request for Information (RFI) process to inform the RFP, explore various program options including but not limited to a turn-key program or a program that shared in either a portion up to 100% of capital expenditures (CAPEX) to maximize revenues to the City, ensure the program is able to provide an adequate number of transit shelters to ensure 75% of all bus riders have access to a transit shelter within each Council District with a priority given the Council Districts with the highest needs, eliminate advertising exclusivity within Public rights-of-way, and provide expanded advertising opportunities.

On November 24, 2020, the Board of Public works authorized StreetsLA to release and advertise its RFP for a new Sidewalk and Transit Amenities Program (STAP – Transmittal No. 7), and on February 19, 2021, StreetsLA received four (4) proposals in response to its RFP for STAP. The four respondents to the STAP RFP were (in alphabetical order): InSite Street Media, LLC (InSite), Intersection, OUTFRONT JC Decaux (OFMJCD), and BikeHub dba Tranzito (Tranzito). To assist StreetsLA's evaluation of the proposals, a STAP Proposal Evaluation Committee (Evaluation Committee) with expertise from multiple City agencies and Metro was formed. In addition to StreetsLA and Metro, the following City agencies participated in the Evaluation Committee: Mayor's Office, Chief Legislative Analyst (CLA), City Administrative Officer (CAO), Department of City Planning (DCP), Department of Transportation (LADOT), Information Technology Agency (ITA), Bureau of Engineering (BOE), Bureau of Street Lighting (BSL), and for the review of Business

Inclusion Program requirements, the Bureau of Contract Administration (BCA).

The Evaluation Committee's initial meeting took place on March 3, 2021; additional Evaluation Committee meetings were conducted weekly including a subcommittee to review RFP Price Proposals and a subcommittee to review proposed furniture designs. Presentations were made by each of the proposers including a question-and-answer period on March 15 & 18, 2021, to further the Evaluation Committee's understanding of each proposal. The technical portions of all four proposals were scored by the Evaluation Committee based upon how the proposals responded to the requirements of the RFP (Transmittal No. 8); price proposals were reviewed and scored separately by a subcommittee that consisted of StreetsLA, CLA, CAO, and Mayor's office. Technical Proposal scores were combined with Price Proposal scores to develop an initial ranking between the four proposals with the top two proposing teams, OFMJCD and Tranzito being short-listed to proceed with a Demonstration of Technologies effort and submittal of best and final offers.

On May 5, 2021, the Board of Public Works Authorized StreetsLA to negotiate a new Contract for STAP with the top two ranked proposers (Transmittal No. 9). To further determine the most suitable proposer to initiate contract negotiations with, both OFMJCD and Tranzito were required to participate in a Demonstration of Technologies to showcase their proposed furniture designs (if possible) and the technological features that might be furnished by each proposer. Because of the time required to develop and fabricate the furniture prototypes, the Demonstration of Technologies event took place during the latter half of July (July 19-30) 2021, instead of the latter half of June as previously expected. Demonstration of Technologies displays were set up for two days and evenings at the following six locations: North Hollywood B Line Station, City Hall, West Valley Municipal Building, West Los Angeles Municipal Building, Council District 8 Constituent Service Center, San Pedro Municipal Building. StreetsLA received more than 300 responses to surveys as a result of the Demonstration of Technologies event, which was a finale of sorts for StreetsLA's community engagement process; prior to that, StreetsLA conducted more than 50 community outreach events in an effort to inform constituents about STAP and obtain input as the RFP process was underway.

On July 1, 2021, concurrent with the Demonstration of Technologies effort, StreetsLA requested both OFMJCD and Tranzito to prepare and submit Best and Final Offers (BAFOs) to further assist the City determine the top proposing team to initiate contract negotiations with. BAFOs were due on August 6, 2021, and both proposing teams responded to additional clarifying questions from the City as a part of their BAFO submittals. Technical aspects of the BAFOs from both proposers were very similar in responding to STAP's needs; Tranzito's superior Price Proposal made their overall proposal the most responsive to STAPs RFP, resulting in the Evaluation Committee's selection of Tranzito as the highest ranked proposer overall on August 18, 2021.

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
REPORT NO.1

Date: May 11, 2022
CDs All

StreetsLA initiated its negotiations with Tranzito for a new STAP contract on August 23, 2021, and the parties determined it best to minimally meet twice weekly to accelerate the negotiation process. StreetsLA retained the ability to negotiate a contract with OFMJCD if negotiations with Tranzito were unsuccessful. Tranzito and StreetsLA were able to successfully negotiate a mutually acceptable contract in large-part due to the negotiated contract's alignment with the STAP RFP issued in November 2020. As a result of the successful contract negotiation process, StreetsLA will no longer need to retain OFMJCD and its proposal as a back-up contingency to move forward with STAP. As contract negotiations took place, Tranzito formalized its business partnership with Vector Media, who was initially introduced as a subcontractor to Tranzito, to form Tranzito-Vector, LLC. Highlights of the negotiated contract with Tranzito-Vector, LLC, include:

- 3,000 new transit shelters with real-time transit information (less than 700 with digital panels)
- 400-500 refreshed shelters (used on interim basis to expedite provision of shade)
- 450 shade structures (without advertising panels)
- Emergency call features & Content Management System
- Public WiFi & phone charging stations,
- Scooter docks & E-lockers
- Kiosks & Urban Panels
- Solar energy options & Cooling device options,
- Hydration stations & hand sanitation stations
- Alternatives to work with 3rd Party (Metro/City agencies) for special projects
- City participation in CAPEX costs
- City to receive 60.5% share of Program revenues with $90 million guaranteed
- 10-year contract term; options for two additional 5-year terms based on performance

The negotiated contract is hereby forwarded under cover of this report for acceptance by the Board of Public Works and City Council, and execution by the President of the Board of Public Works or two Commissioners (Transmittal No. 11).

In addition to the accepting and executing the negotiated STAP contract with Tranzito-Vector, LLC, StreetsLA is requesting the Board of Public Works to adopt the attached Advertising Content Policy (Transmittal No. 1) as a Department of Public Works Policy. Previous and current transit furniture programs rely upon the contractor's respective advertising policies to regulate the types of advertising allowed on program furniture. While somewhat similar, both existing contractors' advertising policies also contain substantial differences which creates inconsistencies and increases the difficulties of the City to regulate, enforce, and defend the types of acceptable advertising and advertising content displayed within Public Rights-of-Way, Public Works Facilities, and Public Works rolling

stock. By adopting the attached Advertising Content Policy, the Board of Public Works will establish consistent policies that STAP and all other future advertising based programs operating within Public Rights of Way, Public Works Facilities, and Public Works rolling stock will be required to adhere to, with the most important provision being the adherence to community standards.

Company Headquarters Address and Workforce Information
While Tranzito is currently headquartered in Alameda, California, and Vector Media is presently headquartered in New York City, New York, Vector currently has a local office in Santa Monica, and plans to open a new office within Los Angeles, that will become its regional headquarters once the new STAP contract is executed and becomes effective. In addition to establishing its regional headquarters here in Los Angeles, several of Tranzito-Vector's subcontractors are also local to Los Angeles including AP Construction, which is also a registered MBE, and Shelter Clean who is located in Sun Valley.

Tranzito-Vector plans to initially hire 20 new positions specifically to facilitate the new STAP contract. Ten (10) of those positions will be for sales and another 10 positions will be for program operations; these positions are in addition to those persons currently employed by Vector Media at its Santa Monica location. All new positions will be recruited and hired directly from the local, Los Angeles area to fulfill these immediate staffing needs.

Related to both the creation of a Los Angeles headquarters and the City's Service Contractor Worker Retention Ordinance, Tranzito-Vector has been contacted by employees of OUTFRONT JC Decaux regarding continuing their employment as a part of STAP. Tranzito-Vector plans to interview these existing employees and will likely hire them as a part of its local recruitment and hiring efforts, based upon the existing employees' experience with the current Program.

Compliance with City Contracting Policies and Programs
Tranzito-Vector has successfully completed and/or acknowledged all of the City required Contract Standard Provisions, forms, and policies through their documentation and commitments submitted with its RFP submittal including but not limited to:

- Local Business Preference Program
- Non-Discrimination in Employment Provisions
- Business Inclusion Program (MBE/WBE/SBE/EBE/DVBE/OBE utilization)
- Child Support Assignment Orders
- Living Wage Ordinance
- Service Contractor Worker Retention Ordinance
- Contractor Responsibility Ordinance
- Slavery Disclosure Ordinance
- First Source Hiring Ordinance

- Iran Contracting Act
- Disclosure of Border Wall Contracting Ordinance
- Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance.

All City Contract Standard Provisions have been incorporated into the attached negotiated contract and compliance of said provisions is a requirement of the negotiated contract. The Business Inclusion Program goals have been set at the following levels through the RFP document: 18% MBE, 4% WBE, 25% SBE, 8% EBE, and 3% DVBE. The Bureau of Contract Administration – Office of Contract Compliance found that Tranzito (-Vector, LLC) passed their Business Inclusion Program Outreach requirements. Additional, specific details of Tranzito-Vector LLC's Business Inclusion Plan commitments (and similar commitments made by other RFP respondents) are provided in the Bureau of Contract Administration-Office of Contract Compliance's correspondence of May 25, 2021 (Transmittal No. 10)

CONTRACTOR PERFORMANCE EVALUATION
Tranzito-Vector, LLC, is subject to compliance with the requirements specified in the City's Contractor Performance Evaluation Ordinance No, 173018 [Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code] and the Rules for the Evaluation of Service Contractors, which require departments to prepare performance evaluations upon completion of all service contracts over $25,000, and at least 3-months in duration. The appropriate City personnel responsible for the quality control of these personal services contracts shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration (BCA) upon completion of the contracts.

CONTRACT ADMINISTRATION
The responsibility for the administration and implementation of this contract will be the Bureau of Street Services, Transit Furniture Programs Section. To ensure STAP is implemented in a timely manner necessary to successfully meet its service and revenue goals, it is imperative that the Bureau of Street Services and sister Bureaus within the Department of Public Works be authorized to hire additional staff positions as soon as possible.

The (18) new positions detailed below are needed primarily to ensure the STAP will be able to install 600 new transit shelters annually for a five-year period starting in January 2023, plus perform all of the related management and oversite of daily program operations, contract management, and monitoring of contractor performance. To put things into perspective, installing 600 transit shelters a year means STAP will need to install 12 to 13 transit shelters a week or 2 transit shelters daily. This does not include the installation of the additional 300 to 400 shade structures contemplated by the STAP contract, nor any of the other stand alone structures such as interactive information kiosks. Each location will

require site plan preparation, review, and approval, demolition, placement of foundations and electrical conduits, replacement of new sidewalks, electrical connections, review and acceptance of as-builts, and archival of all site records for future monitoring and tracking of operational performance. These activities will need to occur on top of ensuring the City's existing 1870 transit shelters and litter receptacles are serviced and fully operational, the refurbishment and relocation of some 500 existing transit shelters, and the program management necessary to ensure the City's 6,000 bus benches, 2,000+ litter receptacles and 14 public toilets continues without any disruption or diminishment of services. STAP Program management includes the need to implement, monitor, and work with STAP's proposed Content Management System and integrate all STAP elements and their maintenance operations smoothly into StreetsLA's new Geographic Information System (GIS) based asset management system and related programming. This additional work in particular, requires the expertise of systems programmers and GIS specialists throughout the contract term, hence the request for positions capable of fulfilling those program needs.

The successful implementation of STAP and of its operational goals in parallel with continuing other program services can only be achieved through a dedicated team of technical and engineering City professionals directly reporting to a single Program manager, performing the tasks and responsibilities of the City through expedited design-build methodologies. The traditional approach of preparing, reviewing, obtaining permits, performing construction, site inspections, archiving site records through multiple agencies does not lend itself to the flexibility and expediency required to implement STAP with the due caution and diligence necessary to ensure work is performed safely to the highest standards. In order to initiate the hiring process necessary to assemble and retain all necessary City positions for STAP prior to January 2023, StreetsLA requires the City Council's authorization of the listed positions concurrent with the approval of the STAP contract itself.

Based upon these needs, the Bureau of Street Services with the support and concurrence of the Board of Public Works, respectfully requests the City Council to authorize the following positions in the Bureaus of Street Services and Street Lighting for the administration and implementation of the Sidewalk and Transit Amenities Program for the period following the adoption of this report to June 30, 2023:

No.	Code	Title/Classification	Annual Average Salary	Estimated Salary FY 2022-23
1	1358-0	Administrative Clerk	$ 49,903	$ 24,952
1	7237-0	Civil Engineer	$ 142,531	$ 71,266
2	7246-3	Civil Engineering Associate III	$ 240,270	$ 120,135
1	7232-0	Civil Engineering Drafting Tech*	$ 68,946	$ 34,473
1	3685-0	Electrician Supervisor	$ 113,399	$ 56,700
2	7228-0	Field Engineering Aide	$ 184,896	$ 92,448

1	7213-0	Geographic Information Systems Specialist	$	104,735	$	52,368
1	7929-1	Landscape Architect	$	138,580	$	69,290
2	7933-3	Landscape Arch. Associate III	$	205,210	$	102,605
2	4283-0	Street Services Investigator	$	199,828	$	99,914
1	4152-2	Street Services Supervisor II	$	112,732	$	56,366
2	7527-3	Street Lighting Eng. Associate II*	$	200,760	$	100,380
1	1455-1	Systems Programmer I	$	108,346	$	54,173
18	***All Positions Total***		***$***	***1,870,136***	***$***	***935,068***
3	*BSL Positions Total ONLY**		*$*	*269,706*	*$*	*134,853*
15	BSS Positions Total		$	1,600,430	$	800,215

A request to continue the position authorities and salaries for the 2023-24 fiscal year will be included in StreetsLA's and the Bureau of Street Lighting's annual budget request and will enable StreetsLA to continue its efforts to implement STAP with the expediency required to achieve STAP's first year roll-out goals.

In addition to the above requested position authorities, StreetsLA requests that two (2) existing position authorities dedicated to the management of STAP be upgraded to two newly created position classifications entitled Principal Landscape Architect and Senior Landscape Architect. The City presently employs 33 landscape architectural professionals across all landscape architectural job classifications plus the Contract Administrator position, 17 of which are employed by the Bureau of Street Services alone. In addition to the known filled landscape architectural positions within the City and Street Services, there are at least six vacant positions within the landscape architectural professional series in StreetsLA and additional vacant landscape architectural positions authorized in other City departments.

Of the licensed/registered engineering and architectural professions within the City, the landscape architectural profession is the only licensed profession that does not have a "Senior" or "Principal" job classification. The lack of these two management level job classifications represents a professional inequity for landscape architects, who are presently only able to promote to the position of Landscape Architect II (7920-2) and/or Contract Administrator (9168). The Contract Administrator position title itself does not indicate the professional background and experience of a landscape architectural professional, thereby diminishing the opportunity for landscape architectural professionals to promote to a similar title as other licensed engineering and architectural professionals.

A Contract Administrator and a Landscape Architect II presently manage and oversee the City's Transit Furniture section within StreetsLA. Inasmuch as these two landscape architectural professional positions will be overseeing the new STAP, new public toilet program, and bus bench programs along with 18 position authorities being requested

above and contractors/contractor staff, StreetsLA proposes eliminating both the Contract Administrator and Landscape Architect II positions and upgrading them to Principal Landscape Architect and Senior Landscape Architect respectively with salaries, responsibilities, and privileges equivalent to engineering and architectural professionals with similar "Principal" and "Senior" position titles. Upgrading these positions to positions with Principal and Senior titles will eliminate the inconsistencies amongst the engineering and architectural professional position titles and salaries, eliminate the professional inequity that prohibits landscape architectural professionals from enjoying the same promotional opportunities as their engineering and architectural counterparts, and provide the appropriate level of management and oversight of the new STAP program, the new public toilet program, and existing bus bench program.

CITY ATTORNEY REVIEW
The City Attorney has reviewed and approved the new contract to form.

STATUS OF FINANCING:
STAP is conservatively projected to generate upwards of $638.8 million in gross revenues over its 10-year term. The City is provided with a 60.5% share of the gross revenues in accordance with Tranzito's proposal and the negotiated contract; 60.5% of $638.8 million amounts to $386.5 million in total revenues to the City, with $90 million of that amount being guaranteed. The City will participate in STAP by paying all capital expenditure (CAPEX) costs, anticipated to be $ 236.7 million over the 10-year Program term; the City may pay for CAPEX costs through its share of program revenues. StreetsLA is seeking a loan from the Public Works Trust Fund as the initial source of funding for the City's CAPEX cost. Additional City CAPEX costs will be pursued through Federal, State, and Local loan and grant programs established to assist cities with transit capital costs, through partnering efforts with Metro, LADOT, and other transit operators seeking to improve their systems, and yet to be determined funding options identified with the assistance of the City Administrative Officer (CAO). Throughout the Program term, the City and contractor may seek out additional revenue sources through corporate sponsorships of STAP furniture elements such as shade structures absent advertising panels, and optional STAP features such as public art and free 5G WiFi.

StreetsLA will be seeking to amend Article 8.1 Section 5.121.7 of the Administrative Code in advance of the STAP's first Program Year (2023) to ensure loans procured to fund the City's CAPEX costs will be repaid from Program revenues. In addition to repaying loans obtained to fund the City's CAPEX costs, Streets LA will be seeking additional contingencies that may allow the continued provision of Program revenues to the General Fund, Fund 43D, and a reinvestment fund established to set aside monies for future Program CAPEX costs and transit stop related street improvements. After repayment of all CAPEX costs, the City is anticipated to receive upwards of $150 million in net revenues over the initial ten-year Program term, and upwards of $500 million

if both five-year term options are executed and the Program performs as expected.

(AB, SL)

Respectfully submitted,

for
KEITH MOZEE
Executive Director and General Manager
Bureau of Street Services (StreetsLA)

Prepared by:
Lance Oishi
Engineering Division
(213) 847-0903

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
ADVERTISING POLICY

The purpose of this Advertising Policy is to control the content of advertising placed on Public Rights-of-Way, structures, facilities and rolling stock to ensure that subject matter is aligned with the standards of the community. Advertising will be accepted for commercial purposes only, that is advertising that promotes the sale of goods and services or events promoting goods and services. The City of Los Angeles' acceptance of advertising in its Public Rights-of-Way does not create a public forum, but rather is intended to make use of its assets held in a proprietary capacity to generate advertising revenue, therefore, only advertisements that propose a commercial transaction will be allowed.

The City will not allow the placement of advertising promoting non-commercial purposes except for government or other sanctioned programs and services. Advertising intended to advocate or oppose social policies, religious discourses, political candidates and issues will be not allowed.

It is the policy of the City of Los Angeles ("City") to not allow the display of advertising that is not in keeping with the standards of the community. The following types of advertising content are not in keeping with those standards and are therefore not permissible:

1. Advertisements that contain information that is false, fraudulent, misleading, or deceptive, constitutes defamation or an invasion of privacy.

2. Advertisements or the information contained therein which promotes unlawful or illegal goods, services, or activities.

3. Advertisements that contain Obscene Matter as defined by LA County Code of Ordinance Chapter 13.17, and/or Harmful Matter as defined by the California Penal Code, Section 313, as such definitions may be amended, modified, or supplemented from time to time.

4. Advertisements that portray graphic violence.

5. Advertisements or the information contained therein that promote the use of tobacco, tobacco-related including vaping, alcohol or alcohol-related products.

6. Advertising that contains materials that are an infringement of copyright, trademark, or service marks.

7. Advertisements that are not in alignment with City policies, the best business interest of the City, or its services.

8. Advertisements that imply an endorsement by the City of a product or service.

9. Advertisements that contain materials that demean or disparage a group of individuals or an individual by ridiculing, mocking, or is abusive or hostile or debases the dignity or stature of a groups of individuals or an individual.

FINDINGS

City of Los Angeles, Department of Public Works
Bureau of Street Services (StreetsLA)
Bureau of Engineering, Environmental Management Group
Sidewalk and Transit Amenities Program
Los Angeles County, California

The following Findings are presented to comply with the California Environmental Quality Act (CEQA) and the Guidelines for Implementation of the CEQA (Title 14 California Code of Regulations, Chapter 3, Section 150000 et seq.) or State "CEQA Guidelines" and the City of Los Angeles (City) General Plan. The Final IS/MND (IS/MND) for the Sidewalk and Transit Amenities Program (STAP), transmitted concurrently, is the main source of the information herein.

The STAP is the replacement of the current City Coordinated Street Furniture Program. The STAP would be implemented by StreetsLA and would install and upgrade transit shelters and associated amenities to provide shelter, shade, safety, and comfort to the City's transit riders, active and shared-ride transportation users, and pedestrians. The program would enhance the transit rider experience and support public transit and shared use of the sidewalk; improve access and mobility; improve transit information and public service delivery; be a self-sustaining program through reinvestment of advertising revenues; and create a dynamic program that incorporates flexibility and collaboration with other City goals and programs. These goals would be achieved through efficient delivery of enhanced program elements and active management by the City. Construction of the transit shelters under STAP would occur over a 3-year time span, from 2023-2025 under the most aggressive schedule, but may occur over a longer period of time, upwards of 6 years (2023 to 2028). The City plans to contract with a commercial partner to provide operations and maintenance of the transit shelters for 10 years with two potential 5-year extensions, in accordance with the agreements with the City. In addition, the City is proposing changes to the Los Angeles Municipal Code (LAMC) Sections 67.01 and 67.02, which would modify the type of advertising structures allowed in the public right-of-way, in order to effectuate portions of the STAP and which would potentially authorize the consideration of other activities in the future. (See IS/MND, Section 2 for a full project description.)

I. REQUIRED CEQA FINDINGS

Section 15074 of the CEQA Guidelines states that a public agency shall make the following considerations for adoption of a negative declaration or mitigated negative declaration:

> (a) Any advisory body of a public agency making a recommendation to the decisionmaking body shall consider the proposed negative declaration or mitigated negative declaration before making its recommendation.
>
> (b) Prior to approving a project, the decisionmaking body of the lead agency shall consider the proposed negative declaration or mitigated negative declaration together with any comments received during the public review process. The decisionmaking body shall adopt the proposed negative declaration or mitigated negative declaration only if it finds on the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment and that the negative declaration or

mitigated negative declaration reflects the lead agency's independent judgment and analysis.

(c) When adopting a negative declaration or mitigated negative declaration, the lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

(d) When adopting a mitigated negative declaration, the lead agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects.

II. CONSIDERATION OF IS/MND BY ADVISORY BODIES AND DECISIONMAKING BODY

Any City advisory body making a recommendation to the decisionmaking body (the City Council) hereby considers the IS/MND, together with any comments received during the public review process, before making its recommendations. The City Council, as the decisionmaking body for the City for the STAP, hereby considers the IS/MND, together with any comments received during the public review process.

III. NO SUBSTANTIAL EVIDENCE THAT THE STAP WOULD HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT, WITH INCORPORATION OF MITIGATION MEASURES

A. Independent Judgment

The City hereby finds that the IS/MND reflects the lead agency's independent judgment and analysis.

B. No Significant Effect With Mitigation Measures

The City finds on the basis of the whole record before it (including the initial study and any comments received), that there is no substantial evidence that the project will have a significant effect on the environment, with the incorporation of the following mitigation measures:

Noise NOI-1: At project construction sites when noise levels may approach or exceed City noise criteria, such that if there are noise-sensitive receptors closer than 75 feet or when receptors with existing ambient noise levels of 68 A-weighted decibels (dBA) and lower are located within 120 feet of project construction activity, the following noise abatement measures or combination thereof shall be implemented to reduce noise levels from construction activities to be below 10 dBA over ambient levels:

- Construction or use of temporary construction noise barriers, enclosures, or sound blankets
- Use of low noise, low vibration, low emission-generating construction equipment (e.g., [quieter] Tier 4 engines), as needed
- Maintenance of mufflers and ancillary noise abatement equipment

- Scheduling high noise-producing activities during periods that are least sensitive when most people are at work during daytime hours
- Routing construction-related truck traffic away from noise-sensitive areas
- Reducing construction vehicle speeds

If noise complaints due to construction activities should arise, construction noise monitoring may be needed to document the ambient noise levels and further analyze the area where the complaint occurred to determine which of the above recommendations specifically may be needed, if any. This would be site specific and dependent on the specific construction activity and the degrees of exceedances. Construction hours may need to be amended when using the loudest equipment, such as jackhammers. If a hoe ram attachment for either a backhoe or skid steer is used in place of hand-use jackhammers, vibration monitoring might be needed during instances of sidewalk removal where there is an adjoining structure next to the sidewalk that is to be removed.

Mandatory Findings of Significance MFS-NOI-1: The contractor shall coordinate the schedules for the removal or installation of transit shelter improvements and advertising displays within 350 feet of other sidewalk and roadway improvements under construction to avoid cumulatively affecting the same noise-sensitive receptors.

IV. LAND USE FINDINGS

The City hereby finds that the STAP is in substantial conformance with the purposes, intent and provisions of the General Plan.

As provided in the IS/MND, Section 3.11.3.b and Attachment D, Section 5.4, the STAP is consistent with the General Plan's provisions. The STAP is consistent with the Framework Element's goals, objectives, and policies for promoting transit use. (E.g., Attachment D, pp. 14-17.) The STAP is consistent with the Conservation Element, as transit shelters and other amenities would have limited impacts on scenic views from public roads, and STAP program elements and future advertising displays would be designed to meet applicable City standards and regulations. (E.g., Attachment D, p. 21.) The STAP would support the Air Quality Element's goals, objectives, and policies for reducing vehicle trips and associated emissions. (E.g. Attachment D, pp. 22-23.) The STAP supports the Health and Wellness Element's goal for transit services to improve access to healthy options and opportunities. (E.g., Attachment D, p. 22). The STAP would support the Safety Element through its ability to communicate emergency response information and possibly aid in disaster recovery by providing solar or emergency backup power capable of charging cell phones and other electronic devices, as well as being a source point for Internet connectivity in times of local or regional emergencies and/or natural disasters. (E.g., Attachment D, p. 24.) Finally, the STAP would be consistent with the Open Space Element, Housing Element, Noise Element, Infrastructure Systems Element, and Public Facilities and Services Element, as the STAP would not be in conflict with these elements and the STAP's program elements would be designed to meet applicable City standards and regulations. (E.g., Attachment D, pp. 17, 23-25.)

The STAP would support the City's Community Plan provisions related to the use of transit services and reduction of vehicle trips. Programs and general design guidelines for the installation of transit shelters and street furniture and for streetscape and sidewalk improvements and signage

would also be supported and followed by the STAP as applicable. (E.g., Attachment D, pp. 26-51.)

As provided in the IS/MND, Section 3.11.3.b and Attachment D, Section 5.4 (e.g., pp. 17-21), the STAP is consistent with the City's Mobility Plan. Where off-site advertising is in City-designated Scenic Highways without an adopted corridor plan, these STAP individual elements remain consistent with the General Plan because: (1) those elements will be designed to comply with applicable guidelines and standards and sign regulations for street furniture and signs installed in the public road right-of-way prior to installation/construction, including any necessary Planning approvals; and (2) placement of STAP elements on a case-by-case determination especially in the City-designated Scenic Highways in urban areas where off-site advertising is expected to continue and be included, is consistent with the Mobility Plan.

The consistency with the Mobility Plan, as provided in the STAP IS/MND, Section 3.11.3.b and Attachment D, Section 5.4, Table 4, includes consistency with provisions regarding Pedestrian Infrastructure (Policy 2.3); Transit Network (Policy 2.5), Allocation of Transportation Funds (Policy 2.15), Access for All Angelenos (Objective 8), Access for All (Policy 3.1), People with Disabilities (Policy 3.2), Transit Services (Policy 3.4), Multi-Modal Features (Policy 3.5), Regional Transit Connections (Policy 3.7), Bicycle Parking (Policy 3.8), New Technologies (Policy 4.1), Dynamic Transportation Information Support (Policy 4.2), Wayfinding (Policy 4.14), and Vehicle Miles Travelled (Policy 5.2).

Moreover, as provided in Appendix 1 in the IS/MND, the STAP is further consistent with the Mobility Plan Interim Guidelines, as the advertising/signage in the STAP program is different from typical off-site advertising that is the focus of the Mobility Plan Interim Guidelines. These differences include: (1) the scale of the STAP advertising is significantly smaller and targeted than a billboard or large-scale off-site sign; (2) the advertising is targeted to transit riders and pedestrians, not traffic itself (though there will be visibility to them but any such exposure is minimized as provided in the MND Section 3.17.3, including specific limitations on the physical dimensions of digital advertising displays, along with limiting illumination contrast with ambient light levels, not allowing for full motion videos or sound, establishing minimum image refresh rates, and other restrictive measures; and (3) the advertising panels will also include public messaging and transit information.

Finally, as provided in Appendix 1 in the IS/MND, the STAP is further consistent with the General Plan because it supports: (1) the Citywide General Plan Framework's Liveable Neighborhoods subsection (under the Urban Form and Neighborhood Design Section), which provides that "all neighborhoods in the City deserve to have well designed buildings and a safe secure, and attractive public realm"; and (2) Goal 5A of the Citywide General Plan Framework by helping to further shape "a livable city for existing and future residents and one that is attractive to future investment"; and it is in line with Objective 5.5, to "enhance the liveability of all neighborhoods by upgrading the quality of development and improving the quality of the public realm."

V. RECORD OF PROCEEDINGS

The documents and other materials that constitute the agency's record of proceedings or administrative record on which these Findings are based are located at the Office of the City Clerk, 200 North Spring Street, 3rd Floor, Los Angeles, CA; the Board of Public Works Commission, 200 North Spring Street, 3rd Floor, Los Angeles, CA; the Bureau of Street Services, 1149 S.

Broadway, Suite 400, Los Angeles CA; the Bureau of Engineering, 1149 S. Broadway, Suite 600, Los Angeles CA; and any other relevant City department.

The City has relied on all of the documents listed above in reaching its decisions on the STAP, even if not every document was formally presented to the City as part of the files generated in connection with the STAP. Without exception, any documents set forth above not found in the project files fall into one of the two categories below.

First, many of them reflect prior planning or legislative decisions with which City Council decisionmakers were aware in approving the STAP. (See *City of Santa Cruz v. Local Agency Formation Commission* (1978) 76 Cal.App.3d 381, 391-392; *Dominey v. Department of Personnel Administration* (1988) 205 Cal.App.3d 729, 738, fn. 6.)

The second category are other documents that influenced the expert advice provided to the City's staff or the environmental consultants who prepared the IS/MND, who then provided advice to the final decisionmakers. For that reason, such documents form part of the underlying factual basis for the City's decisions relating to the approval of the STAP. (See Pub. Resources Code, § 21167.6, subd. (e)(10); *Browning-Ferris Industries v. City Council of City of San Jose* (1986) 181 Cal.App.3d 852, 866; *Stanislaus Audubon Society, Inc. v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 153, 155.)

VI. OTHER CONSIDERATIONS

A. The City is the Lead Agency under CEQA for the STAP, the project evaluated in the IS/MND. The City finds that the IS/MND was prepared in compliance with CEQA and the CEQA Guidelines.
B. The City finds that the IS/MND provides objective information to assist the decisionmakers and the public at large in their consideration of the environmental consequences of the STAP. The public review period provided all interested jurisdictions, agencies, private organizations, and individuals the opportunity to submit comments regarding the Draft IS/MND. The Final IS/MND was prepared after the review period and responds to comments made during the public review period.
C. Textual refinements and redlines were compiled and presented to the decisionmakers for review and consideration. The City has determined that City staff made every effort to notify the decisionmakers and the interested public/agencies of each textual change in the various documents associated with project review. These textual refinements arose for a variety of reasons. First, it is inevitable that draft documents would contain errors and would require clarifications and corrections. Second, textual clarifications were necessitated in order to describe refinements suggested as part of the public participation process.
D. The City has determined that it has evaluated comments on environmental issues received from persons who reviewed the IS/MND. In accordance with CEQA, the City prepared written responses describing the disposition of key environmental issues raised. The IS/MND provides adequate, good-faith and reasoned response to the comments. The City reviewed the comments received and responses thereto and has determined that neither the comments received nor the responses to such comments add significant new information regarding environmental impacts

to the IS/MND. The City has based its actions on full appraisal of all viewpoints, including all comments received up to the date of adoption of these findings, concerning the environmental impacts identified and analyzed in the IS/MND.

E. The City determines that these findings recognize that the determination of significance thresholds and conclusions of significance and non-significance are judgments within the discretion of the City; the significance thresholds and determinations of significance and non-significance used in the IS/MND are supported by substantial evidence in the record, including the expert opinion of the IS/MND preparers and City staff; and the significance thresholds used in the IS/MND provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the STAP.

F. The City finds that, in weighing the evidence on the whole record, the conclusions of the IS/MND are supported by substantial evidence, including evidence from the expert opinion of the IS/MND preparers and City staff, and the level of detail is sufficient to provide an informed understanding of the issues presented, and that any comment letters disputing the expert opinion, data, analysis, and conclusions of the IS/MND preparers and City staff are not credible based on evidence presented in the IS/MND and the whole record, including but not limited to the fact that any contrary opinions presented were not supported based on expert analysis conducted in the IS/MND on the specific facts and circumstances of the STAP.

G. The Final IS/MND provides additional information that was not included in the Draft IS/MND. Having reviewed the information contained in the Draft IS/MND and the Final IS/MND and in the administrative record, as well as the requirements of CEQA and the CEQA Guidelines regarding recirculation of mitigated negative declarations, the City finds that there are no new, avoidable significant impacts identified and no new mitigation measures/project revisions must be added in order to reduce the effect to insignificance; the proposed mitigation measures will reduce potential impacts to less than significant and new measures or revisions are not required; and there is no new significant information in the record of proceedings or other criteria under CEQA that would require recirculation of the IS/MND, or preparation of an EIR. Recirculation is not required where new information added makes insignificant modifications in an adequate IS/MND. (CEQA Guidelines Section 15073.5.) The City finds that substantial evidence supports the decision not to recirculate the IS/MND. (CEQA Guidelines Section 15073.5(c)(4)), as new information added to the IS/MND merely clarifies, amplifies, or makes insignificant modifications to the IS/MND.

H. The City finds and declares that substantial evidence for each and every finding made herein that is contained in the IS/MND, which is incorporated herein by this reference, or is in the record of proceedings in the matter.

I. The City is adopting an IS/MND and accompanying Mitigation Monitoring Program for, and is approving and adopting findings for, the entirety of the actions described in these Findings and in the IS/MND as comprising the STAP.

Transmittal #3

Final Initial Study/Mitigated Negative Declaration, Sidewalk and Transit Amenities Program, dated February 2022. Please view document:

https://drive.google.com/file/d/17M5wJl1S3TCehgqSrO7Wyg-y6UVi99L3/view

MITIGATION MONITORING PROGRAM

FOR THE

Sidewalk and Transit Amenities Program

INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

Prepared By

CITY OF LOS ANGELES
BUREAU OF ENGINEERING

March 2022

Introduction

The California Environmental Quality Act (CEQA) requires public agencies to adopt a reporting or monitoring program for the changes to the project that have been adopted to mitigate or avoid significant effects on the environment (Public Resources Code Section 21081.6). The program must be adopted by the public agency at the time findings are made regarding the project. The State CEQA Guidelines allow public agencies to choose whether its program will monitor mitigation, report on mitigation, or both (14 CCR Section 15097(c)). This mitigation monitoring program contains the elements required by CEQA for the *Sidewalk and Transit Amenities Program*.

Project Description

The City of Los Angeles (City) is proposing replacement of the current Coordinated Street Furniture Program (CSFP) with the Sidewalk and Transit Amenities Program (STAP). The STAP would be implemented by the Bureau of Street Services (StreetsLA) and would install and upgrade transit shelters and associated amenities to provide shelter, shade, safety, and comfort to the City's transit riders, active transportation users, and pedestrians. The program would support public transit and shared use of the sidewalk; improve access and mobility; improve transit information and public service delivery; be a self-sustaining program through reinvestment of advertising revenues; and create a dynamic program that incorporates flexibility and collaboration with other City goals and programs. These goals would be achieved through efficient delivery of enhanced program elements and active management by the City. Approximately 3,583 transit shelters/shade structures and sidewalk amenities would be provided under STAP. Construction of the transit shelters under STAP would occur over a 3-year time span from 2023–2025 under the most aggressive installation schedule, but it may occur over a longer period of time upwards of 6 years (2023–2028). The City plans to contract the commercial partner to provide operations and maintenance of the transit shelters for 10 years with two potential 5-year extensions in accordance with the agreements with the City. In addition, the City is proposing changes to Los Angeles Municipal Code (LAMC) Sections 67.01 and 67.02, which would modify the type of advertising structures allowed in the public right-of-way to effectuate portions of the STAP and potentially authorize the consideration of other projects in the future. These potentially foreseeable projects are estimated to involve the installation of future advertising displays at approximately 500 sidewalk locations between 2023 and 2025 or as many as 167 sites per year (concurrent with the STAP rollout period).

The analysis in this document assumes that, unless otherwise stated, the project will be designed, constructed and operated following all applicable laws, regulations, ordinances and formally adopted City standards (e.g., *Los Angeles Municipal Code* and those adopted by the City of Los Angeles Department of Public Works). Also, the analysis in this document assumes that construction will follow the uniform practices established by the Southern California Chapter of the American Public Works Association (e.g., *Standard Specifications for Public Works Construction* and the *Work Area Traffic Control Handbook*) as specifically adopted by the City of Los Angeles (e.g., The City of Los Angeles Department of Public Works *Additions and Amendments to the Standard Specifications For Public Works Construction* (AKA "The Brown Book," formerly Standard Plan S-610)).

Mitigation Measures

The mitigation measures described in the following pages are taken from the Initial Study and Mitigated Negative Declaration (MND) and related documents. The measures are listed according to the nexus between the listed mitigation measure and the environmental resource section of the source document. For example, MM-NOI-1 correlates to Noise impacts. The source document should be consulted whenever there is any question regarding the intent or implementation of the mitigation measure.

The following are identified for each mitigation measure:

1. The phases of the project at which each mitigation measure must be implemented;
2. the description of the mitigation measure;
3. the party who is responsible for the necessary implementing actions;
4. the necessary implementing vehicle;
5. the party who is responsible for verifying that the necessary implementing action is taken; and
6. the primary record documenting the necessary implementing action.

The mechanisms for verifying that mitigation measures have been implemented include design drawings, construction documents intended for use by construction contractors and construction managers, field inspections, field reports, and other periodic or special reports. All records pertaining to this mitigation monitoring program will be maintained and made available for inspection by the public in accordance with the City's records management systems and policies.

NOISE *Potential for Noise Impacts*

MM-NOI-1: Construction equipment shall be properly maintained and equipped with mufflers. At project construction sites when noise levels may approach or exceed City noise criteria, such that if there are noise-sensitive receptors closer than 75 feet or when receptors with existing ambient noise levels of 68 A-weighted decibels (dBA) and lower are located within 120 feet of project construction activity, the following noise abatement measures or combination thereof shall be implemented to reduce noise levels from construction activities to be below 10 dBA over ambient levels:

- Construction or use of temporary construction noise barriers, enclosures, or sound blankets
- Use of low noise, low vibration, low emission-generating construction equipment (e.g., [quieter] Tier 4 engines), as needed
- Maintenance of mufflers and ancillary noise abatement equipment
- Scheduling high noise-producing activities during periods that are least sensitive when most people are at work during daytime hours
- Routing construction-related truck traffic away from noise-sensitive areas
- Reducing construction vehicle speeds

If noise complaints due to construction activities should arise, construction noise monitoring may be needed to document the ambient noise levels and further analyze the area where the complaint occurred to determine which of the above recommendations specifically may be needed, if any. This would be site specific and dependent on the specific construction activity and the degrees of exceedances. Construction hours may need to be amended when using the loudest equipment, such as jackhammers. If a hoe ram attachment for either a backhoe or skid steer is used in place of hand-use jackhammers, vibration monitoring might be needed during instances of sidewalk removal where there is an adjoining structure next to the sidewalk that is to be removed.

Implementation Phase	Responsible Party	Implementation Vehicle	Enforcement Responsibility	Record of Implementation
Design	Project Engineer	Project Plans & Specifications	Project Manager	Signed Plans & Specifications for Project file
Construction	Construction Contractor as the Bureau of Street Services designee	Construction Contract	Bureau of Street Services	Bureau of Street Services/Program Records

Mandatory Findings of Significance
Potential for Cumulative Noise Impacts.

MM-MFS-NOI-1: The contractor shall coordinate the schedules for the removal or installation of transit shelter improvements and advertising displays within 350 feet of other sidewalk and roadway improvements under construction to avoid cumulatively affecting the same noise-sensitive receptors.

Implementation Phase	Responsible Party	Implementation Vehicle	Enforcement Responsibility	Record of Implementation
Design	Project Engineer	Project Plans & Specifications	Project Manager	Signed Plans & Specifications for Project file
Construction	Construction Contractor as the Bureau of Street Services designee	Construction Contract	Bureau of Street Services	Bureau of Street Services/Program Records

MICHAEL N. FEUER
CITY ATTORNEY

REPORT NO. R 2 1 - 0 3 4 3
NOV 1 6 2021

REPORT RE:

DRAFT ORDINANCE AMENDING SECTIONS 67.01(a) AND 67.02(b) OF THE LOS ANGELES MUNICIPAL CODE TO CLARIFY THE DEFINITION OF OUTDOOR ADVERTISING STRUCTURE, AND TO EXEMPT CERTAIN APPROVED STUCTURES FROM THE PROHIBITION OF OUTDOOR ADVERTISING STRUCTURES IN THE PUBLIC RIGHT-OF-WAY

The Honorable City Council
of the City of Los Angeles
Room 395, City Hall
200 North Spring Street
Los Angeles, California 90012

Council File No. 20-1536

Honorable Members:

Pursuant to your request, this Office has prepared and now transmits for your consideration the enclosed draft ordinance, approved as to form and legality. The draft ordinance amends Sections 67.01(a) and 67.02(b) of the Los Angeles Municipal Code (LAMC) to clarify the definition of Outdoor Advertising Structure, and to exempt Outdoor Advertising Structures that are part of the Public Works Department's approved public right-of-way advertising program from the prohibition of Outdoor Advertising Structures in the public right-of-way.

Background and Summary of Ordinance Provisions

The definition of Outdoor Advertising Structure in LAMC 67.01(a) includes "any structure ... upon which any ... device or other advertisement of any kind whatsoever may be placed ... or used in connection with, including so-called electric and/or cutout signs ..." The draft ordinance clarifies that this definition includes electronic displays.

LAMC Section 67.02(a) prohibits Outdoor Advertising Structures in the public right-of-way. Currently, LAMC Section 67.02(b) exempts from the prohibition only a transit shelter that has been exempted by the City Council. The proposed ordinance expands the exemption to include an Outdoor Advertising Structure associated with an outdoor advertising program for the public right-of-way that is approved by the Board of Public Works.

Council Rule 38 Referral

A copy of the draft ordinance was sent, pursuant to Council Rule 38, to the Department of Public Works – Bureau of Street Services, the Planning Department, and the Department of Building and Safety, with a request that all comments, if any, be presented directly to the City Council when this matter is considered.

If you have any questions regarding this matter, please contact Assistant City Attorney Edward Jordan at (213) 978-8130. He or another member of this Office will be available when you consider this matter to answer questions you may have.

Sincerely,

MICHAEL N. FEUER, City Attorney

By

DAVID MICHAELSON
Chief Assistant City Attorney

DM:EJ:ev
Transmittal

M:\GENERAL COUNSEL DIVISION\ORDINANCES AND REPORTS\REPORTS - FINAL\Report LAMC 67.01 and 67.02 Outdoor Advertising Structures 10.26.21.docx

ORDINANCE NO. _____

An ordinance amending Sections 67.01(a) and 67.02(b) of the Los Angeles Municipal Code to clarify the definition of outdoor advertising structure, and to exempt certain approved structures from the prohibition of outdoor advertising structures in the public right-of-way.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. Section 67.01(a) of the Los Angeles Municipal Code is amended to read as follows:

(a) The term "**outdoor advertising structure**" as used in this article is hereby defined to be any structure or device erected upon the surface of the ground for outdoor advertising purposes, or to attract the attention of the public and visible from any public street, alley, or other public place, as distinguished from any sign attached to or placed on a building, upon which any poster, bill, printing, painting, device, electronic display, or other advertisement of any kind whatsoever may be placed, posted, painted, fastened, or affixed, or used in connection with, including a so-called electric and/or cutout sign; provided, however, that the same shall not be deemed to include any board, sign, or surface used exclusively to display official notices issued by any court or public officer in performance of a public duty or a private person in giving a legal notice; nor shall the same include any sign not exceeding 20 square feet in area used exclusively to advertise the sale or lease of the property on which the sign is placed, or to designate the name of the owner or occupant of the premises, or to identify the premises such as a physician's, or surgeon's name sign, apartment house sign, post sign, or accessory sign.

Sec. 2. Section 67.02(b) of the Los Angeles Municipal Code is amended to read as follows:

(b) The provisions of Subsection (a) of this section shall not apply to any outdoor advertising structure associated with an outdoor advertising program for the public right-of-way that is approved by the Board of Public Works.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By _____ for
EDWARD M. JORDAN
Assistant City Attorney

Date 11/16/21

File No. 20-1536

[M:\GENERAL COUNSEL DIVISION\ORDINANCES AND REPORTS\ORDINANCES - FINAL YELLOW\Ordinance LAMC 67.01 and 67.02 Outdoor Advertising Structures 10.26.21.docx

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR

Ordinance Passed _____

Approved _____

7
11/26
c

File No. 00-1073-S1

PUBLIC WORKS AND GANG REDUCTION COMMITTEE REPORT relative to the City's Public-Private Coordinated Street Furniture Program (Program).

Recommendations for Council action:

1. REJECT the OUTFRONT Media/JC Decaux, LLC (OFMJCD) best and final offer of May 31, 2019, and allow Contract No. C-102477 for the existing Program to expire at the end of its term on December 31, 2021.

2. AUTHORIZE the Bureau of Street Services (BSS) to negotiate residual value of the existing furniture; and/or, INSTRUCT the OFMJCD to remove all existing Program furniture and restore the existing sidewalk to pre-Program conditions, if necessary.

3. AUTHORIZE the BSS to proceed with a Request for Proposal (RFP) process to secure a successor program through the Board of Public Works that will:

    a. Utilize a Request for Information process to inform the RFP by gaining out of home advertising industry comments, suggestions and best practices.

    b. Explore various business models, including but not limited to turnkey models and options for the City to share a portion or 100 percent of capital expenditure to maximize revenues to the City.

    c. At a minimum, provide adequate number of shelters in each Council District to achieve 75 percent transit ridership coverage with priority given to the Council District with highest needs.

    d. Eliminate advertising exclusivity.

    e. Provide expanded advertising opportunities.

4. INSTRUCT the BSS to work with the Department of Convention and Tourism Development on expanding public information associated with conventions and tourism.

5. INSTRUCT the BSS to work with the Chief Legislative Analyst (CLA) and City Administrative Officer (CAO) to identify funding alternatives to expedite the installation of non-advertising transit shelters by the BSS across the City with a focus on communities with high transit ridership, low tree canopy coverage, and the highest exposure to heat and sun.

6. INSTRUCT the BSS to coordinate placement of the street furniture inventory with other City departments, Metro, other municipal transit providers of Los Angeles County, and developments performing street improvements affecting the sidewalk, parkway, or roadway.

7. INSTRUCT the BSS to plan for the effective use of the street furniture program during major events, such as the 2028 Olympics and Paralympics, to maximize the functionality of the street furniture inventory as well as revenues.

8. AUTHORIZE the BSS to replace the existing approval process for installing street furniture with a more streamlined process based on approval of a development plan one year at a time.

Fiscal Impact Statement: None submitted by the BSS. Neither the CAO nor the CLA has completed a financial analysis of this report.

Community Impact Statement: None submitted.

(Budget and Finance Committee waived consideration of the above matter)

SUMMARY

At the meeting held on November 6, 2019, your Public Works and Gang Reduction Committee considered a BSS report relative to the City's Public-Private Coordinated Street Furniture Program The BSS reports that on October 3, 2018, the Public Works and Gang Reduction Committee directed the BSS, with the assistance of the CLA and City Attorney, to continue negotiations with OFMJCD to achieve a Program that would provide the City with enhanced services and revenues. Through its ensuing negotiations with OFMJCD, the City pursued a realigned set of terms to: Provide an increased number of transit shelters, enhanced amenities, updated designs, and automated public toilets; Limit or eliminate the Program's existing exclusive advertising rights provision; Maximize Program revenues; Address other noted Program challenges, most notably the existing furniture site approval process. On May 31, 2019, after lengthy negotiations, OFMJCD presented the City with its best and final proposal for a contract renewal. Unfortunately, the best and final proposal fell short of the set terms and objectives

The BSS goes on to state that the BSS is confident that the adoption of the recommendations above by the Council will result in a comprehensive street furniture program that has greater purpose for those who live in, work in, and visit the City. The addition of emerging technologies will provide the opportunity to develop higher revenues while eliminating advertising exclusivity and offering a more dynamic platform for transportation, civic, public service, and emergency information. By exploring various business models and through a compatible RFP, the BSS intends to expand coverage to serve more transit riders, ensure adequate maintenance, expedite new installations, and plan a managed replacement of old furniture. After an opportunity for public comment was held, the Committee moved to approve the BSS's recommendations, as detailed above. This matter is now forwarded to the Council for its consideration.

Respectfully Submitted,

PUBLIC WORKS AND GANG REDUCTION COMMITTEE

MEMBER	VOTE
BLUMENFIELD:	YES
RYU:	YES
BUSCAINO:	ABSENT
O'FARRELL	YES
MARTINEZ:	YES

ME 11/6/19

-NOT OFFICIAL UNTIL COUNCIL ACTS-

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
REPORT NO.

Date

CDs ALL

Honorable Board of Public Works
The City of Los Angeles

Commissioners:

REQUEST TO SOLICIT PROPOSALS FOR A NEWLONG-TERM SIDEWALK AND TRANSIT AMENTIES PROGRAM

RECOMMENDATION:

That the Board of Public Works (Board):

1. AUTHORIZE the Bureau of Street Services (StreetsLA) to issue and advertise the transmitted Request for Proposals (RFP) to solicit proposals for a new advertising supported Sidewalk and Transit Amenities Program (STAP) that will succeed the current Coordinated Street Furniture Program upon the expiration of Contract C-102477 in December 2021.
2. AUTHORIZE the StreetsLA and an evaluation committee to evaluate the respondents and proposals received based upon the requirements, evaluation criteria, and program goals set forth in the RFP.

TRANSMITTALS:

1. Contract No. C-102477
2. Public Works and Gang Reduction Committee Report from November 20, 2019 adopted by the City Council on November 27, 2019
3. Bureau of Street Services Request for Proposal for a new advertising supported City-wide Sidewalk and Transit Amenities Program
4. Council Files No. 00-1073 and 00-1073 S1

DISCUSSION:

On December 21, 2001, the City entered into a 20-year contract with Viacom Decaux, LLC, (now known as OUTFRONT JC Decaux, LLC) to implement and operate an advertising supported City-wide Coordinated Street Furniture Program (CSFP). The CSFP was a City Council initiated effort (Transmittal 4) hat was created with the primary goal of providing the City with Automated Public Toilets (APTs). The CSFP was modeled after similar successful street furniture programs supported through advertising that included transit shelters and kiosks with advertising displays to generate revenues necessary to create a self-

funded/self-sustaining program at no cost to the City. CSFP has been able to install and operate 1,870 transit shelters, 197 public amenity kiosks, 6 newsstand vending kiosks, and 15 automated public toilets and successfully maintain all Program furniture while generating in-excess of $78.5 million in revenues to date for the City.

On November 27, 2019, the Los Angeles City Council adopted a report from its Public Works and Gang Reduction Committee that authorized StreetsLA to proceed with a RFP to secure a successor program to the CSFP through the Board. The same adopted report directed StreetsLA to utilize a Request for Information (RFI) process to inform the RFP, explore various program options including but not limited to a turn-key program or a program that shares in up to 100% of capital expenditures to maximize revenues to the City, ensure the program is able to provide an adequate number of transit shelters to ensure 75% of all bus riders have access to a transit shelter within each Council District with a priority given the Council Districts with the highest needs, eliminate advertising exclusivity within public rights-of-way, and provide expanded opportunities for public information and advertising.

On March 17, 2020, StreetsLA conducted a RFI briefing attended by more than 70 registrants that included out-of-home advertising companies, professional engineering, design, and accounting firms, transit officials and City agencies. Due to COVID-19 protocols implemented just before the March 17th, briefing date, the RFI briefing was changed from an in-person format to an on-line webinar format. Despite the last-minute format change, the RFI briefing session and its follow-up questionnaire to participants proved to be highly successful in identifying industry trends, informing the RFP process, and garnering industry interest in the impending STAP RFP.

An additional purpose of the RFI process was to allow companies from various disciplines and professions to network with one another and potentially form teams that might later respond to the City's RFP. Due to COVID-19 protocols, the planned networking session could not be conducted on March 17, 2020, as originally envisioned. As a result, a follow-up on-line networking session was conducted on July 22, 2020, with more than 60 participants and 25 companies from all industry segments making presentations regarding their fields of expertise and interest in participating in the STAP RFP process. The RFI networking session was recorded in its entirety and posted on-line and many additional parties unable to participate in the networking session directly were able to view the same presentations.

Information obtained through both the RFI briefing and networking session was directly infused into the STAP RFP; while efforts to draft a RFP were initiated in early 2020, the RFP's development accelerated with the completion of the RFI networking session in July 2020. StreetsLA also performed outreach to obtain input while developing the RFP from elected officials, community members, transit/mobility/environmental justice/social equity advocacy organizations, the business community, transit operators including Metro, LADOT, and Santa Monica Big Blue Bus, and City agencies/departments. StreetsLA

performed its outreach in-part through its standing Stakeholder Advisory Council, as well as an inter-agency steering committee formed to help guide the RFP development efforts; StreetsLA also met with individuals, groups, and other parties interested to learn about and provide input for the STAP RFP development. Throughout the entire RFI/RFP process, StreetsLA utilized the services of Parsons Engineering and their sub-consultant, Gobis & Co. who specializes in advising government agencies across the United States and Canada in the development of out-of-home advertising based, revenue generating programs to assist with the development of both the STAP RFI and RFP.

StreetsLA has completed its development of a RFP for the new STAP (Transmittal 2) and is being submitted for your Board's authority to solicit proposals. The STAP RFP encourages proposers to develop dynamic proposals that respond to the City's need for an expanded quantity of well-designed transit shelters with aesthetics representative of the City smart technologies and amenities (such as free Wi-Fi), flexible in their application, capable of generating revenues necessary to sustain both program operations and City revenue goals, and capable of providing transit patrons and constituents with real-time transit information and community messaging. The STAP RFP also provides proposers the opportunity to submit options for sharing foreseen capital expenditures to maximize program revenues and options for program elements such as urban panels, interactive kiosks, and vending kiosks.

The inclusion and provision of automated public toilets (APTs) is an option as opposed to a mandatory element of STAP. If APTs are not included in selected STAP proposals or otherwise detract from other stated STAP goals, StreetsLA plans to pursue a public toilet program separate from STAP to continue providing those necessary services and possibly expand them. Other key features of the proposed STAP include a program element site selection process that is based upon objective, data driven priorities including ridership levels/needs, cooling index needs, soci-economic equity, and regional trip generators; annual City Council approval of selected program element installation sites, continued high levels of maintenance, service, and sustainability are other key Program goals.

There are no existing City resources able to provide this service. Design, fabrication, installation, and/or relocation of both existing and new Program furniture in addition to continuously maintaining all Program furniture for the duration of the contract term would be cost-prohibitive and require resources the City presently does not have. Further, the City lacks the technical expertise and capabilities necessary to successfully sell, manage, and operate an advertising program of the anticipated scope and magnitude of STAP.

Compliance with City Contracting Policies and Programs
All respondents for this RFP will be required to complete and/or acknowledge all of the City required forms and policies in their RFP submittals including but not limited to: Non-Discrimination in Employment Provisions, Business Inclusion Program (MBE/WBE/SBE/EBE/DVBE/OBE utilization), Child Support Assignment Orders, Living Wage Ordinance, Service Contractor Worker Retention Ordinance, Contractor

Responsibility Ordinance, Slavery Disclosure Ordinance, First Source Hiring Ordinance, Iran Contracting Act, Disclosure of Border Wall Contracting Ordinance, and Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance. For the purpose of this RFP, Business Inclusion Program goals have been set at the following levels: 18% MBE, 4% WBE, 25% SBE, 8% EBE, and 3% DVBE. Failure of respondents to perform a good-faith effort outreach to comply with Business Inclusion Program goals and other contracting policies will render a proposal incomplete and disqualify it from being considered for further evaluation.

Evaluation of Proposals
Respondents will be required to submit both a Technical Proposal and a Price Proposal. All proposals received will be evaluated by an Evaluation Committee, comprised of City employees and may include representatives of other public agencies or community groups. The Evaluation Committee will review and determine which Technical Proposals are most advantageous to the City and best suited to meet the desired Program goals based upon the following criteria and points awarded for each:

Qualifications	25 Points
Approach and Methodology	25 Points
Program Build Out and Refresh Plans	15 Points
Design	15 Points
Sustainability	10 Points
Innovative Approaches	10 Points

Price Proposals will be evaluated separately from Technical Proposals by the Evaluation Committee for reasonableness, realism, and completeness and be assigned a single comprehensive score out of a possible 100 points. Unrealistic revenue share projections/estimates may be determined to be grounds for disqualifying and disregarding the proposal. The combined Technical and Price Proposal scores will be utilized to select respondents best suited to become the City's partner for STAP.

Anticipated RFP Schedule and Advertising of the RFP
If authorized to immediately release the STAP RFP by your Board, StreetsLA anticipates that proposals will be received in early 2021, the proposal analysis process will be completed by spring of 2021, and a new negotiated contract ready for approval and execution by mid-summer 2021. The STAP RFP will be advertised on the Los Angeles Business Virtual Assistance Network (LABAVN) as well as through Out of Home Advertising industry news sources. StreetsLA believes it is necessary for the new STAP contract to be executed several months prior to the expiration of the CSFP contract to enable the new STAP contractor to begin operations immediately on January 1, 2022, to minimize any disruption of service to transit patrons.

Anticipated Policy Decisions
As the RFP process continues, there are several policy decisions that we anticipate will be considered by the City Council and/or Board of Public Works prior to the finalization of any contract that may be developed as a result of this RFP. In no particular order, these policy decisions include the following:

- The extent and appropriate parameters of digital advertising and/or digital displays by STAP and other programs wishing to implement similar technologies within public rights-of-way including the Convention and Tourism Development Department's digital information displays with advertising, digital street light banners, digital displays on items such as bike-share stations and mobility hubs, etcetera.
- Policy related to data collection, ownership, privacy and use from devices placed within public rights-of-way or on City facilities.
- Capital investment levels and strategies by the City for STAP and related programs.
- Reinvestment of STAP and related program revenues into streets and sidewalks to provide necessary improvements that facilitate safety, increased transit use, and enhance mobility options.
- Advertising content policy for off-site advertising permitted by the City within public rights-of-way and/or upon City facilities.
- Oversight and coordination of advertising programs permitted to operate within public rights-of-way to maximize benefits and services available to the City through such programs.

STATUS OF FINANCING:

It is anticipated that there will be no fiscal impact to the City's general fund as a result of this Program. Costs associated with the Request for Proposal process, contract negotiation and eventual administration, management, and enforcement of the STAP contract will be offset by revenues generated from the advertising placed on program elements. It is anticipated that revenues generated through STAP will exceed costs to administer and manage the Program and provide an on-going revenue source for both the General Fund and Street Furniture Revenue Fund (43D) for the duration of the contract term.

(FM,AB,AHH)

Respectfully submitted,

ADEL H. HAGEKHALIL, P.E.
Executive Director and General Manager
Bureau of Street Services

Prepared by:
Lance Oishi, Engineering Division, (213) 847-0903

Technical and Price Proposal Evaluations
Evaluation Process, Criteria and Weighting

1. The City of Los Angeles' Bureau of Street Services (StreetsLA) will accept Respondent Proposals, time stamp them to determine if they were received by the due date and time, and review each proposal to determine its responsiveness to the requirements of the Request for Proposals. Proposals that were received after the day and time called for the RFP will be rejected and returned to the Respondents unopened. Proposals that are deficient, meaning they do not meet the minimum requirements or they lack required forms, may be rejected and returned to the Respondents as non-responsive. Those proposals that meet minimum standards and have the necessary certifications will be reviewed by StreetsLA and their Consultant for the purpose of providing advice to the Evaluation Committee.
2. The Evaluation Committee will be assembled for its assessment of the responsive proposals. StreetsLA and its Consultant will present a brief overview of the Respondents and their proposals. StreetsLA may present part or all of the proposals to advisory committees for their review and assessment. Only members of the Evaluation Committee will have scoring and voting rights that will ultimately determine the Successful Proposers who will proceed to the demonstration phase.
3. The weight of the technical score will be 50% of the evaluation and the price score weight will be 50%.
4. The Evaluation Committee will evaluate the Technical Proposals based on a 100 point maximum or best score. The points for Technical Proposals will be distributed as follows:

Qualifications	25
Approach & Methodology	25
Program Build Out & Refresh Plans	15

Design	15
Sustainability	10
Innovative Approaches	10

6. Following the Evaluation Committee's scoring of the Technical Proposals and StreetsLA's ranking of Price Proposals, StreetsLA will tally the scoring and recommend the top three Respondents to move on to the shelter design demonstration evaluation.

6. Following the Evaluation Committee's scoring of the Technical Proposals and StreetsLA's ranking of Price Proposals, StreetsLA will tally the scoring and recommend the top three Respondents to move on to the shelter design demonstration evaluation.

RESPONDENT: OUTFRONT DECAUX STREET FURNITURE, LLC

TECHNICAL PROPOSAL CRITERIA AND EVALUATION FACTORS	WEIGHT RATIONALE
1. Qualifications of the Firm	**(0-25 points)**
1.1 Company profile	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-5: marginally meets the stated criteria. Satisfactory 6-10: meets most of the stated criteria. Good 11-20: meets all stated criteria. Excellent 21-25: exceeds the stated criteria.
1.2 Minimum five (5) years experience in the development and management of similar projects within the past 5 years in large urban environments	
1.3 Experience in the implementation of new forms of technology	
1.4 Experience in the development and management of revenue generating programs for public clients	
1.5 Project Manager has a minimum of five (5) years experience in managing large infrastructure or out of home programs	
1.6 Project Team has knowledge and experience to fulfill the required services	
1.7 References	
Qualifications of the Firm Score:	**0**
Remarks:	
2. Approach & Methodology	**(0-25 points)**
2.1 Understanding and commitment to the City's vision and goals for the STAP, especially equity	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-5: marginally meets the stated criteria. Satisfactory 6-10: meets most of the stated criteria. Good 11-20: meets all stated criteria. Excellent 21-25: exceeds the stated criteria.
2.2a Business Plan: qualified, motivated project team members, their roles, responsibilities and time commitment, and support from corporate/organizational expertise	
2.2b Business Plan: day-to-day operations and program management, and how operations will not interfere with regular activities in City R/W	
2.2c Business Plan: deployment and use of digital displays and smart/technology components	

2.2d Business Plan: deployment and use of Content Management System (CMS) that monitors digital elements, schedules real-time information and advertising placement, and reviews advertising content to ensure adherence City's Advertising Policy	
2.2e Business Plan: cleaning and maintenance schedules respond to requirements of RFP Sec. 10.1, and plan provided to report maintenance activities into StreetsLA's Asset Management Reporting System	
2.3a Sales Plan: experience in selling out-of-home media, qualified sales team, plans and expectations for national, regional and local sales	
2.3b Sales Plan: opportunities and strategies to expand categories of advertisers including specific strategies for STAP to reach multiple populations, opportunities and strategies for programmatic selling (of ad space) and creative/innovative opportunities (experiential advertising)	
2.3c Sales Plan: sales goals to increase gross revenue, maintain occupancy rates 80% or higher, diversify categories of advertisers, increase multicultural advertisers, maintain comparable and competitive sales rates, develop opportunities for small, local businesses to buy ad space in their neighborhoods, demonstrate experiential/innovative forms of advertising	
2.3d Sales Plan: explanation for establishment of national, regional and local rates for sale of ad space, public service advertising rates and fees, premium charges and/or discounts, policies that limit or don't allow barter, over-posting and bonusing	
2.3e Sales Plan: advertising contract terms, internal controls and procedures for verifying/validating billings and rates	
2.3f Sales Plan: removal or disposal of advertising materials, particularly concerning waste from static vinyl materials	
2.3g Sales Plan: experience with data collection from digital/technological assets, practices in data use/sales and data protection/security	
Approach & Methodology Score:	**0**

Remarks:

3. Program Build Out (Transition) and Refresh/Relocation Plans	**(0-15 points)**
3.1a Build Out /Transition Plan: Respondent addresses transition from current program to STAP including key tasks of maintaining existing program furniture and retaining existing and attracting new advertisers	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-3: marginally meets the stated criteria. Satisfactory 4-6: meets most of the stated criteria.
3.1b Build Out/Transition Plan: Respondent provides a plan and schedule for the development and replacement of high revenue generating locations with realistic delivery timelines that addresses STAP's revenue goals	

3.2a Refresh/Relocation Plan: Respondent addresses the City's goals to refresh and repurpose existing shelters in an effort to expedite delivery of shade, shelter and safety to areas of greatest need	Good 7-12: meets all stated criteria. Excellent 13-15: exceeds the stated criteria.
3.2b Refresh/Relocation Plan: Respondent's plan demonstrates reuse of advertising elements that is engaging and beneficial for communities and neighborhoods	
Program Build Out and Refresh/Relocation Plans Score:	**0**

Remarks:

4. Design	**(0-15 points)**
4.1a Respondent provided six (6) conceptual shelter designs that focus on providing shelter, shade, safety and comfort	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-3: marginally meets the stated criteria. Satisfactory 4-6: meets most of the stated criteria. Good 7-12: meets all stated criteria. Excellent 13-15: exceeds the stated criteria.
4.1b Designs respond to needs of transit riders, pedestrians and other users of City R/W	
4.1c Understands ADA, ADAS and PROWAG requirements; considers Title VI requirements especially limited and non-English speaking populations; and, demonstrates support for City initiatives to increase access to services associated with STAP	
4.1d Designs are modular and/or available in configurations that can address site constraints, neighborhood context and varying levels of transit ridership and pedestrian activity	
4.1e Designs are cost-efficient, having considered manufacturing and maintenance costs, as well as effective, having considered changes in society, marketplace, technology and use of the City R/W	
4.1f Designs of shelters and other elements provide additional services and/or create efficiencies (see RFP section 6.1)	
4.2a Designs relflect cultural diversity of the City	
4.2b Designs propose materials, colors, textures and/or other features that enhance streetscape aesthetics, complement other design elements in R/W and ensure long-term life cycle in R/W environments	
4.2b Designs integrate sustainable materials and/or components	

4.2c Designs consider use/advantage of tree canopies that provide natural shade and shelter	
4.3a Designs consider digital and technological components that improve delivery of City services	
4.3b Digital and technological components are sensitive to surrounding environment and community standards	
4.4 Designs result in a strong STAP brand image	
Design Score:	0

Remarks:

5. Sustainability	**(0-10 points)**
5.1a Respondent demonstrates commitment to sustainability through design and use of materials that conserve natural resources (low-impact, natural, renewable, recyclable and non-toxic materials/sources)	Points are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-2: marginally meets the stated criteria. Satisfactory 3-4: meets most of the stated criteria. Good 5-8: meets all stated criteria. Excellent 9-10: exceeds the stated criteria.
5.1b Static advertising/display materials are biodegradable and/or commonly recyclable materials, or respondent has provided a reuse/repurposing plan for advertising/display materials	
5.1c Maintenance and operations considers and/or emphasizes low-impact and non-toxic materials and methods	
5.1d Respondent proposes a significant level of reuse, repurposing and, when necessary, eventual recycling of existing program furniture	
5.1e Respondent's proposal further reduces waste by ensuring quality material/construction that withstands environmental factors, such as sunlight, heat, precipitation and wind stress, as well as intense, rough and abrading use	
5.1c Respondent provides shade through program elements and takes advantage of tree canopies for natural shade opportunities	
5.2a Respondent proposes actions to strengthen the City's resilience to climate change through the integration of renewable energy into its furniture	
5.2b Respondent minimizes STAP's carbon footprint through local and/or low-carbon manufacturing, low-carbon maintenance equipment, and/or other GHG mitigation strategies.	
5.3a Digital or technological components and lighting are high efficiency and have ENERGY STAR ratings or better, where such ratings are available.	
5.3b Digital displays, lighting and any other energy consuming equipment minimize energy demand, including through the ability to automatically adjust according to time of day and ambient light/sunlight	

5.4 Respondent facilitates and/or takes advantage of tree canopies for natural shade opportunities	
Sustainability Points:	0

Remarks:

6. Innovative Approaches	**(0-10 points)**
Respondent demonstrates creativity and innovation that would engage transit riders, pedestrians as well as advertisers. Some examples are provided as follows:	Points are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-2: marginally meets the stated criteria. Satisfactory 3-4: meets most of the stated criteria. Good 5-8: meets all stated criteria.
Public art features reflective of community	
Kiosks that increase access to city services, such as bill paying, parking tickets, transit fare payment	
Experiential advertising, such as product sampling, social media integration/activation	
Demand side platforms where local businesses can buy advertising within their neighborhoods/business districts	
Innovative Approaches Points:	0

Remarks:

OUTFRONT DECAUX STREET FURNITURE, LLC TOTAL TECHNICAL POINTS:	0

Reviewer Name: _____

Reviewer Signature: _____

Date: ___/___/21

RESPONDENT: INSITE STREET MEDIA

TECHNICAL PROPOSAL CRITERIA AND EVALUATION FACTORS	WEIGHT RATIONALE
1. Qualifications of the Firm	**(0-25 points)**
1.1 Company profile	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-5: marginally meets the stated criteria. Satisfactory 6-10: meets most of the stated criteria. Good 11-20: meets all stated criteria. Excellent 21-25: exceeds the stated criteria.
1.2 Minimum five (5) years experience in the development and management of similar projects within the past 5 years in large urban environments	
1.3 Experience in the implementation of new forms of technology	
1.4 Experience in the development and management of revenue generating programs for public clients	
1.5 Project Manager has a minimum of five (5) years experience in managing large infrastructure or out of home programs	
1.6 Project Team has knowledge and experience to fulfill the required services	
1.7 References	
Qualifications of the Firm Score:	0
Remarks:	
2. Approach & Methodology	**(0-25 points)**
2.1 Understanding and commitment to the City's vision and goals for the STAP, especially equity	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-5: marginally meets the stated criteria. Satisfactory 6-10: meets most of the stated criteria. Good 11-20: meets all stated criteria. Excellent 21-25: exceeds the stated criteria.
2.2a Business Plan: qualified, motivated project team members, their roles, responsibilities and time commitment, and support from corporate/organizational expertise	
2.2b Business Plan: day-to-day operations and program management, and how operations will not interfere with regular activities in City R/W	
2.2c Business Plan: deployment and use of digital displays and smart/technology components	
2.2d Business Plan: deployment and use of Content Management System (CMS) that monitors digital elements, schedules real-time information and advertising placement, and reviews advertising content to ensure adherence City's Advertising Policy	
2.2e Business Plan: cleaning and maintenance schedules respond to requirements of RFP Sec. 10.1, and plan provided to report maintenance activities into StreetsLA's Asset Management Reporting System	

2.3a Sales Plan: experience in selling out-of-home media, qualified sales team, plans and expectations for national, regional and local sales	
2.3b Sales Plan: opportunities and strategies to expand categories of advertisers including specific strategies for STAP to reach multiple populations, opportunities and strategies for programmatic selling (of ad space) and creative/innovative opportunities (experiential advertising)	
2.3c Sales Plan: sales goals to increase gross revenue, maintain occupancy rates 80% or higher, diversify categories of advertisers, increase multicultural advertisers, maintain comparable and competitive sales rates, develop opportunities for small, local businesses to buy ad space in their neighborhoods, demonstrate experiential/innovative forms of advertising	
2.3d Sales Plan: explanation for establishment of national, regional and local rates for sale of ad space, public service advertising rates and fees, premium charges and/or discounts, policies that limit or don't allow barter, over-posting and bonusing	
2.3e Sales Plan: advertising contract terms, internal controls and procedures for verifying/validating billings and rates	
2.3f Sales Plan: removal or disposal of advertising materials, particularly concerning waste from static vinyl materials	
2.3g Sales Plan: experience with data collection from digital/technological assets, practices in data use/sales and data protection/security	
Approach & Methodology Score:	**0**

Remarks:

3. Program Build Out (Transition) and Refresh/Relocation Plans	**(0-15 points)**
3.1a Build Out /Transition Plan: Respondent addresses transition from current program to STAP including key tasks of maintaining existing program furniture and retaining existing and attracting new advertisers	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-3: marginally meets the stated criteria. Satisfactory 4-6: meets most of the stated criteria. Good 7-12: meets all stated criteria. Excellent 13-15: exceeds the stated criteria.
3.1b Build Out/Transition Plan: Respondent provides a plan and schedule for the development and replacement of high revenue generating locations with realistic delivery timelines that addresses STAP's revenue goals	
3.2a Refresh/Relocation Plan: Respondent addresses the City's goals to refresh and repurpose existing shelters in an effort to expedite delivery of shade, shelter and safety to areas of greatest need	
3.2b Refresh/Relocation Plan: Respondent's plan demonstrates reuse of advertising elements that is engaging and beneficial for communities and neighborhoods	
Program Build Out and Refresh/Relocation Plans Score:	**0**

Remarks:

4. Design	(0-15 points)
4.1a Respondent provided six (6) conceptual shelter designs that focus on providing shelter, shade, safety and comfort	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-3: marginally meets the stated criteria. Satisfactory 4-6: meets most of the stated criteria. Good 7-12: meets all stated criteria. Excellent 13-15: exceeds the stated criteria.
4.1b Designs respond to needs of transit riders, pedestrians and other users of City R/W	
4.1c Understands ADA, ADAS and PROWAG requirements; considers Title VI requirements especially limited and non-English speaking populations; and, demonstrates support for City initiatives to increase access to services associated with STAP	
4.1d Designs are modular and/or available in configurations that can address site constraints, neighborhood context and varying levels of transit ridership and pedestrian activity	
4.1e Designs are cost-efficient, having considered manufacturing and maintenance costs, as well as effective, having considered changes in society, marketplace, technology and use of the City R/W	
4.1f Designs of shelters and other elements provide additional services and/or create efficiencies (see RFP section 6.1)	
4.2a Designs reflect cultural diversity of the City	
4.2b Designs propose materials, colors, textures and/or other features that enhance streetscape aesthetics, complement other design elements in R/W and ensure long-term life cycle in R/W environments	
4.2b Designs integrate sustainable materials and/or components	
4.2c Designs consider use/advantage of tree canopies that provide natural shade and shelter	
4.3a Designs consider digital and technological components that improve delivery of City services	
4.3b Digital and technological components are sensitive to surrounding environment and community standards	
4.4 Designs result in a strong STAP brand image	
Design Score:	**0**

Remarks:

5. Sustainability	(0-10 points)
5.1a Respondent demonstrates commitment to sustainability through design and use of materials that conserve natural resources (low-impact, natural, renewable, recyclable and non-toxic materials/sources)	Points are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-2: marginally meets the stated criteria. Satisfactory 3-4: meets most of the stated criteria. Good 5-8: meets all stated criteria. Excellent 9-10: exceeds the stated criteria.
5.1b Static advertising/display materials are biodegradable and/or commonly recyclable materials, or respondent has provided a reuse/repurposing plan for advertising/display materials	
5.1c Maintenance and operations considers and/or emphasizes low-impact and non-toxic materials and methods	
5.1d Respondent proposes a significant level of reuse, repurposing and, when necessary, eventual recycling of existing program furniture	
5.1e Respondent's proposal further reduces waste by ensuring quality material/construction that withstands environmental factors, such as sunlight, heat, precipitation and wind stress, as well as intense, rough and abrading use	
5.1c Respondent provides shade through program elements and takes advantage of tree canopies for natural shade opportunities	
5.2a Respondent proposes actions to strengthen the City's resilience to climate change through the integration of renewable energy into its furniture	
5.2b Respondent minimizes STAP's carbon footprint through local and/or low-carbon manufacturing, low-carbon maintenance equipment, and/or other GHG mitigation strategies.	
5.3a Digital or technological components and lighting are high efficiency and have ENERGY STAR ratings or better, where such ratings are available.	
5.3b Digital displays, lighting and any other energy consuming equipment minimize energy demand, including through the ability to automatically adjust according to time of day and ambient light/sunlight	
5.4 Respondent facilitates and/or takes advantage of tree canopies for natural shade opportunities	
Sustainability Points:	**0**

Remarks:

6. Innovative Approaches	(0-10 points)
Respondent demonstrates creativity and innovation that would engage transit riders, pedestrians as well as advertisers. Some examples are provided as follows:	Points are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-2: marginally meets the stated criteria. Satisfactory 3-4: meets most of the stated criteria. Good 5-8: meets all stated criteria.
Public art features reflective of community	
Kiosks that increase access to city services, such as bill paying, parking tickets, transit fare payment	
Experiential advertising, such as product sampling, social media integration/activation	
Demand side platforms where local businesses can buy advertising within their neighborhoods/business districts	
Innovative Approaches Points:	**0**

Remarks:

INSITE STREET MEDIA TOTAL TECHNICAL POINTS	0

Reviewer Name: _____

Reviewer Signature: _____

Date: ___/___/21

RESPONDENT: INTERSECTION MEDIA, LLC

TECHNICAL PROPOSAL CRITERIA AND EVALUATION FACTORS	WEIGHT RATIONALE
1. Qualifications of the Firm	**(0-25 points)**
1.1 Company profile	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-5: marginally meets the stated criteria. Satisfactory 6-10: meets most of the stated criteria. Good 11-20: meets all stated criteria. Excellent 21-25: exceeds the stated criteria.
1.2 Minimum five (5) years experience in the development and management of similar projects within the past 5 years in large urban environments	
1.3 Experience in the implementation of new forms of technology	
1.4 Experience in the development and management of revenue generating programs for public clients	
1.5 Project Manager has a minimum of five (5) years experience in managing large infrastructure or out of home programs	
1.6 Project Team has knowledge and experience to fulfill the required services	
1.7 References	
Qualifications of the Firm Score:	**0**
Remarks:	

2. Approach & Methodology	**(0-25 points)**
2.1 Understanding and commitment to the City's vision and goals for the STAP, especially equity	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-5: marginally meets the stated criteria. Satisfactory 6-10: meets most of the stated criteria. Good 11-20: meets all stated criteria. Excellent 21-25: exceeds the stated criteria.
2.2a Business Plan: qualified, motivated project team members, their roles, responsibilities and time commitment, and support from corporate/organizational expertise	
2.2b Business Plan: day-to-day operations and program management, and how operations will not interfere with regular activities in City R/W	
2.2c Business Plan: deployment and use of digital displays and smart/technology components	
2.2d Business Plan: deployment and use of Content Management System (CMS) that monitors digital elements, schedules real-time information and advertising placement, and reviews advertising content to ensure adherence City's Advertising Policy	
2.2e Business Plan: cleaning and maintenance schedules respond to requirements of RFP Sec. 10.1, and plan provided to report maintenance activities into StreetsLA's Asset Management Reporting System	

2.3a Sales Plan: experience in selling out-of-home media, qualified sales team, plans and expectations for national, regional and local sales	
2.3b Sales Plan: opportunities and strategies to expand categories of advertisers including specific strategies for STAP to reach multiple populations, opportunities and strategies for programmatic selling (of ad space) and creative/innovative opportunities (experiential advertising)	
2.3c Sales Plan: sales goals to increase gross revenue, maintain occupancy rates 80% or higher, diversify categories of advertisers, increase multicultural advertisers, maintain comparable and competitive sales rates, develop opportunities for small, local businesses to buy ad space in their neighborhoods, demonstrate experiential/innovative forms of advertising	
2.3d Sales Plan: explanation for establishment of national, regional and local rates for sale of ad space, public service advertising rates and fees, premium charges and/or discounts, policies that limit or don't allow barter, over-posting and bonusing	
2.3e Sales Plan: advertising contract terms, internal controls and procedures for verifying/validating billings and rates	
2.3f Sales Plan: removal or disposal of advertising materials, particularly concerning waste from static vinyl materials	
2.3g Sales Plan: experience with data collection from digital/technological assets, practices in data use/sales and data protection/security	
Approach & Methodology Score:	0

Remarks:

3. Program Build Out (Transition) and Refresh/Relocation Plans	**(0-15 points)**
3.1a Build Out /Transition Plan: Respondent addresses transition from current program to STAP including key tasks of maintaining existing program furniture and retaining existing and attracting new advertisers	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-3: marginally meets the stated criteria. Satisfactory 4-6: meets most of the stated criteria. Good 7-12: meets all stated criteria. Excellent 13-15: exceeds the stated criteria.
3.1b Build Out/Transition Plan: Respondent provides a plan and schedule for the development and replacement of high revenue generating locations with realistic delivery timelines that addresses STAP's revenue goals	
3.2a Refresh/Relocation Plan: Respondent addresses the City's goals to refresh and repurpose existing shelters in an effort to expedite delivery of shade, shelter and safety to areas of greatest need	
3.2b Refresh/Relocation Plan: Respondent's plan demonstrates reuse of advertising elements that is engaging and beneficial for communities and neighborhoods	
Program Build Out and Refresh/Relocation Plans Score:	0

Remarks:

4. Design	(0-15 points)
4.1a Respondent provided six (6) conceptual shelter designs that focus on providing shelter, shade, safety and comfort	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-3: marginally meets the stated criteria. Satisfactory 4-6: meets most of the stated criteria. Good 7-12: meets all stated criteria. Excellent 13-15: exceeds the stated criteria.
4.1b Designs respond to needs of transit riders, pedestrians and other users of City R/W	
4.1c Understands ADA, ADAS and PROWAG requirements; considers Title VI requirements especially limited and non-English speaking populations; and, demonstrates support for City initiatives to increase access to services associated with STAP	
4.1d Designs are modular and/or available in configurations that can address site constraints, neighborhood context and varying levels of transit ridership and pedestrian activity	
4.1e Designs are cost-efficient, having considered manufacturing and maintenance costs, as well as effective, having considered changes in society, marketplace, technology and use of the City R/W	
4.1f Designs of shelters and other elements provide additional services and/or create efficiencies (see RFP section 6.1)	
4.2a Designs reflect cultural diversity of the City	
4.2b Designs propose materials, colors, textures and/or other features that enhance streetscape aesthetics, complement other design elements in R/W and ensure long-term life cycle in R/W environments	
4.2b Designs integrate sustainable materials and/or components	
4.2c Designs consider use/advantage of tree canopies that provide natural shade and shelter	
4.3a Designs consider digital and technological components that improve delivery of City services	
4.3b Digital and technological components are sensitive to surrounding environment and community standards	
4.4 Designs result in a strong STAP brand image	
Design Score:	**0**

Remarks:

5. Sustainability	(0-10 points)
5.1a Respondent demonstrates commitment to sustainability through design and use of materials that conserve natural resources (low-impact, natural, renewable, recyclable and non-toxic materials/sources)	Points are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-2: marginally meets the stated criteria. Satisfactory 3-4: meets most of the stated criteria. Good 5-8: meets all stated criteria. Excellent 9-10: exceeds the stated criteria.
5.1b Static advertising/display materials are biodegradable and/or commonly recyclable materials, or respondent has provided a reuse/repurposing plan for advertising/display materials	
5.1c Maintenance and operations considers and/or emphasizes low-impact and non-toxic materials and methods	
5.1d Respondent proposes a significant level of reuse, repurposing and, when necessary, eventual recycling of existing program furniture	
5.1e Respondent's proposal further reduces waste by ensuring quality material/construction that withstands environmental factors, such as sunlight, heat, precipitation and wind stress, as well as intense, rough and abrading use	
5.1c Respondent provides shade through program elements and takes advantage of tree canopies for natural shade opportunities	
5.2a Respondent proposes actions to strengthen the City's resilience to climate change through the integration of renewable energy into its furniture	
5.2b Respondent minimizes STAP's carbon footprint through local and/or low-carbon manufacturing, low-carbon maintenance equipment, and/or other GHG mitigation strategies.	
5.3a Digital or technological components and lighting are high efficiency and have ENERGY STAR ratings or better, where such ratings are available.	
5.3b Digital displays, lighting and any other energy consuming equipment minimize energy demand, including through the ability to automatically adjust according to time of day and ambient light/sunlight	
5.4 Respondent facilitates and/or takes advantage of tree canopies for natural shade opportunities	
Sustainability Points:	0
Remarks:	

6. Innovative Approaches	(0-10 points)
Respondent demonstrates creativity and innovation that would engage transit riders, pedestrians as well as advertisers. Some examples are provided as follows:	Points are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-2: marginally meets the stated criteria. Satisfactory 3-4: meets most of the stated criteria. Good 5-8: meets all stated criteria.
Public art features reflective of community	
Kiosks that increase access to city services, such as bill paying, parking tickets, transit fare payment	
Experiential advertising, such as product sampling, social media integration/activation	
Demand side platforms where local businesses can buy advertising within their neighborhoods/business districts	
Innovative Approaches Points:	0

Remarks:

INTERSECTION MEDIA, LLC TOTAL TECHNICAL POINTS	0

Reviewer Name: _____

Reviewer Signature: _____

Date: ___/___/21

RESPONDENT: TRANZITO SMART MOBILITY

TECHNICAL PROPOSAL CRITERIA AND EVALUATION FACTORS	WEIGHT RATIONALE
1. Qualifications of the Firm	**(0-25 points)**
1.1 Company profile	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-5: marginally meets the stated criteria. Satisfactory 6-10: meets most of the stated criteria. Good 11-20: meets all stated criteria. Excellent 21-25: exceeds the stated criteria.
1.2 Minimum five (5) years experience in the development and management of similar projects within the past 5 years in large urban environments	
1.3 Experience in the implementation of new forms of technology	
1.4 Experience in the development and management of revenue generating programs for public clients	
1.5 Project Manager has a minimum of five (5) years experience in managing large infrastructure or out of home programs	
1.6 Project Team has knowledge and experience to fulfill the required services	
1.7 References	
Qualifications of the Firm Score:	**0**
Remarks:	
2. Approach & Methodology	**(0-25 points)**
2.1 Understanding and commitment to the City's vision and goals for the STAP, especially equity	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-5: marginally meets the stated criteria. Satisfactory 6-10: meets most of the stated criteria. Good 11-20: meets all stated criteria. Excellent 21-25: exceeds the stated criteria.
2.2a Business Plan: qualified, motivated project team members, their roles, responsibilities and time commitment, and support from corporate/organizational expertise	
2.2b Business Plan: day-to-day operations and program management, and how operations will not interfere with regular activities in City R/W	
2.2c Business Plan: deployment and use of digital displays and smart/technology components	
2.2d Business Plan: deployment and use of Content Management System (CMS) that monitors digital elements, schedules real-time information and advertising placement, and reviews advertising content to ensure adherence City's Advertising Policy	
2.2e Business Plan: cleaning and maintenance schedules respond to requirements of RFP Sec. 10.1, and plan provided to report maintenance activities into StreetsLA's Asset Management Reporting System	

2.3a Sales Plan: experience in selling out-of-home media, qualified sales team, plans and expectations for national, regional and local sales	
2.3b Sales Plan: opportunities and strategies to expand categories of advertisers including specific strategies for STAP to reach multiple populations, opportunities and strategies for programmatic selling (of ad space) and creative/innovative opportunities (experiential advertising)	
2.3c Sales Plan: sales goals to increase gross revenue, maintain occupancy rates 80% or higher, diversify categories of advertisers, increase multicultural advertisers, maintain comparable and competitive sales rates, develop opportunities for small, local businesses to buy ad space in their neighborhoods, demonstrate experiential/innovative forms of advertising	
2.3d Sales Plan: explanation for establishment of national, regional and local rates for sale of ad space, public service advertising rates and fees, premium charges and/or discounts, policies that limit or don't allow barter, over-posting and bonusing	
2.3e Sales Plan: advertising contract terms, internal controls and procedures for verifying/validating billings and rates	
2.3f Sales Plan: removal or disposal of advertising materials, particularly concerning waste from static vinyl materials	
2.3g Sales Plan: experience with data collection from digital/technological assets, practices in data use/sales and data protection/security	
Approach & Methodology Score:	**0**

Remarks:

3. Program Build Out (Transition) and Refresh/Relocation Plans	**(0-15 points)**
3.1a Build Out /Transition Plan: Respondent addresses transition from current program to STAP including key tasks of maintaining existing program furniture and retaining existing and attracting new advertisers	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-3: marginally meets the stated criteria. Satisfactory 4-6: meets most of the stated criteria. Good 7-12: meets all stated criteria. Excellent 13-15: exceeds the stated criteria.
3.1b Build Out/Transition Plan: Respondent provides a plan and schedule for the development and replacement of high revenue generating locations with realistic delivery timelines that addresses STAP's revenue goals	
3.2a Refresh/Relocation Plan: Respondent addresses the City's goals to refresh and repurpose existing shelters in an effort to expedite delivery of shade, shelter and safety to areas of greatest need	
3.2b Refresh/Relocation Plan: Respondent's plan demonstrates reuse of advertising elements that is engaging and beneficial for communities and neighborhoods	
Program Build Out and Refresh/Relocation Plans Score:	**0**

Remarks:

4. Design	(0-15 points)
4.1a Respondent provided six (6) conceptual shelter designs that focus on providing shelter, shade, safety and comfort	Scores are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-3: marginally meets the stated criteria. Satisfactory 4-6: meets most of the stated criteria. Good 7-12: meets all stated criteria. Excellent 13-15: exceeds the stated criteria.
4.1b Designs respond to needs of transit riders, pedestrians and other users of City R/W	
4.1c Understands ADA, ADAS and PROWAG requirements; considers Title VI requirements especially limited and non-English speaking populations; and, demonstrates support for City initiatives to increase access to services associated with STAP	
4.1d Designs are modular and/or available in configurations that can address site constraints, neighborhood context and varying levels of transit ridership and pedestrian activity	
4.1e Designs are cost-efficient, having considered manufacturing and maintenance costs, as well as effective, having considered changes in society, marketplace, technology and use of the City R/W	
4.1f Designs of shelters and other elements provide additional services and/or create efficiencies (see RFP section 6.1)	
4.2a Designs reflect cultural diversity of the City	
4.2b Designs propose materials, colors, textures and/or other features that enhance streetscape aesthetics, complement other design elements in R/W and ensure long-term life cycle in R/W environments	
4.2b Designs integrate sustainable materials and/or components	
4.2c Designs consider use/advantage of tree canopies that provide natural shade and shelter	
4.3a Designs consider digital and technological components that improve delivery of City services	
4.3b Digital and technological components are sensitive to surrounding environment and community standards	
4.4 Designs result in a strong STAP brand image	
Design Score:	0

Remarks:

5. Sustainability	(0-10 points)
5.1a Respondent demonstrates commitment to sustainability through design and use of materials that conserve natural resources (low-impact, natural, renewable, recyclable and non-toxic materials/sources)	Points are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-2: marginally meets the stated criteria. Satisfactory 3-4: meets most of the stated criteria. Good 5-8: meets all stated criteria. Excellent 9-10: exceeds the stated criteria.
5.1b Static advertising/display materials are biodegradable and/or commonly recyclable materials, or respondent has provided a reuse/repurposing plan for advertising/display materials	
5.1c Maintenance and operations considers and/or emphasizes low-impact and non-toxic materials and methods	
5.1d Respondent proposes a significant level of reuse, repurposing and, when necessary, eventual recycling of existing program furniture	
5.1e Respondent's proposal further reduces waste by ensuring quality material/construction that withstands environmental factors, such as sunlight, heat, precipitation and wind stress, as well as intense, rough and abrading use	
5.1c Respondent provides shade through program elements and takes advantage of tree canopies for natural shade opportunities	
5.2a Respondent proposes actions to strengthen the City's resilience to climate change through the integration of renewable energy into its furniture	
5.2b Respondent minimizes STAP's carbon footprint through local and/or low-carbon manufacturing, low-carbon maintenance equipment, and/or other GHG mitigation strategies.	
5.3a Digital or technological components and lighting are high efficiency and have ENERGY STAR ratings or better, where such ratings are available.	
5.3b Digital displays, lighting and any other energy consuming equipment minimize energy demand, including through the ability to automatically adjust according to time of day and ambient light/sunlight	
5.4 Respondent facilitates and/or takes advantage of tree canopies for natural shade opportunities	
Sustainability Points:	0

Remarks:

6. Innovative Approaches	(0-10 points)
Respondent demonstrates creativity and innovation that would engage transit riders, pedestrians as well as advertisers. Some examples are provided as follows:	Points are awarded on the following basis: Non-responsive 0: fails to meet stated criteria/lacks essential information. Poor 1-2: marginally meets the stated criteria. Satisfactory 3-4: meets most of the stated criteria. Good 5-8: meets all stated criteria.
Public art features reflective of community	
Kiosks that increase access to city services, such as bill paying, parking tickets, transit fare payment	
Experiential advertising, such as product sampling, social media integration/activation	
Demand side platforms where local businesses can buy advertising within their neighborhoods/business districts	
Innovative Approaches Points:	0

Remarks:

TRANZITO SMART MOBILITY TOTAL TECHNICAL POINTS	0

Reviewer Name: _____

Reviewer Signature: _____

Date: ___/___/21

RFP References

GENERAL	RFP SECTION	PAGE #
Overall Program Description, Vision and Goals	**Section 6**	**10-16**
Scope of Work	**Section 8**	**18-26**
Advertising Sales	Section 12	32-38
Technical Proposal Requirements	Section 17.4	47-51
Price Proposal	Section 18	52-54
Proposal Evaluation & Award	Section 20	55-57

CRITERIA	RFP SECTION	PAGE #
1. Qualifications of the Firm	Sections 12.1 & 12.2	33-36
1. Qualifications of the Firm	Section 20.2	55-57
1. Qualifications of the Firm	Section 8	18-26
2.1 Understanding/commitment to vision & goals	Section 6	10-16
2.2 Business Plan	Section 12.1	33-35
2.2d Advertising policy/content review	Section 11.1 - 11.3	31-32
2.2e Cleaning and maintenance	Section 10.1	29-31
2.3 Sales Plan	Section 12.2 - 12.7	35-38
3 Program Build Out/Transition & Refresh/Relocation Plans	Section 6	10-16
3.1 Build Out/Transition Plan	Section 8.1	18
3.2 Refresh/Relocation Plan	Section 8.2	18
4. Design	Sections 6.1 & 6.4	10-11 & 13-15
4. Design	Section 8.3	18-19
4.3 Digital	Sections 8.5 & 8.6	19-22
5. Sustainability	Section 6.4	14
5. Sustainability	Sections 8.3 & 8.4	18-19
5. Sustainability	Section 20.2	56
5. Sustainability	Sections 21.19 - 21.21	61
5.1b & 5.3 Advertising sustainability	Section 11.4	32
5.1d Repurposing	Section 8.2	18

CONTACTS	EMAIL	PHONE
Lance Oishi	lance.oishi@lacity.org	310.941.0525
Audrey Netsawang	audrey.netsawang@lacity.org	626.475.1482
John Gobis	jackgobis@me.com	401.742.4927
Melissa Pattavina	m.pattavina@me.com	401.855.5506

DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET SERVICES
REPORT NO.1
Page 1 of 5
Date: May 5, 2021

CD No(s). All

REQUEST TO NEGOTIATE A CONTRACT ON BEHALF OF THE CITY OF LOS ANGELES FOR A NEW SIDEWALK AND TRANSIT AMENITIES PROGRAM (STAP) AND REQUEST TO EXECUTE A 2ND REVISION TO TASK ORDER SOLICITATION (TOS) NO. 29 WITH PARSONS ENVIRONMENT & INFRASTRUCTURE GROUP, INC. (PARSONS), FOR THE STAP REQUEST FOR PROPOSALS PROCESS (WORK ORDER NO. M0015553, CONTRACT NO. C-129661)

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

AUTHORIZE The Bureau of Street Services (StreetsLA) to negotiate contract terms for STAP with the top two (2) proposers based on Request for Proposals reviews and selection recommended by the STAP Proposal Evaluation Committee, toward developing a recommended award and negotiated contract and Program for the Council's consideration.

AUTHORIZE the City Engineer to issue second revision for Task Order Solicitation (TOS) No. 29 to Parsons increasing the budget authority from $423,690 to $473,690 for development of detailed project description of the Sidewalk and Transit Amenities Program (STAP) and initiation of Visual and Land Use Consistency Analysis to support the California Environmental Quality Act (CEQA) documentation preparation.

TRANSMITTALS

1. Public Works and Gang Reduction Committee Report adopted by the Los Angeles City Council on November 26, 2019 - Council File 00-1073 S1.

2. STAP RFP authorized for release by the Board of Public Works on November 24, 2020.

3. Public Works Committee Report relative to the Sidewalk and Transit Amenities Program (STAP) adopted by the Los Angeles City Council on February 24, 2021 - Council File 20-1536.

4. Copy of Bureau of Street Services (StreetsLA) Board Report, adopted on February 19, 2021, authorizing the City Engineer to increase the budget authority for continued support services with a Request for Proposals and contract negotiation process for the STAP.

5. Copy of the initial Notice to Proceed (NTP) No. 3 letter, dated April 14, 2021.

6. Copy of the additional professional services fee proposal submitted by Parsons, dated April 26, 2021.

DISCUSSION

Background

In November 2019, anticipating the expiration of the Coordinated Street Furniture Program, the City Council instructed the Bureau of Street Services (StreetsLA) to pursue a Request for Proposals (RFP) process to secure a successor program that would furnish the City with expanded services and revenues (Transmittal No.1). On November 24, 2020, StreetsLA released its RFP for a new Sidewalk and Transit Amenities Program (STAP – Transmittal No. 2).

On November 24, 2020, concurrent with the release of StreetsLA's STAP RFP, Councilmembers Blumenfield and Bonin introduced a motion instructing StreetsLA to continue public engagement during the RFP process, provide a public report on the proposals received, present specific policy issues important to the ultimate design of the Program, and report back to Council any outstanding issues that will shape the operational details of a contract for STAP. On February 24, 2021, the City Council adopted the Blumenfield and Bonin motion forthwith (Transmittal No. 3); StreetsLA initiated its public engagement process in December 2020 and presently continues with that effort and other tasks mentioned in the adopted motion.

On February 19, 2021, StreetsLA received four (4) proposals in response to its RFP for STAP. To assist StreetsLA's evaluation of the proposals and the significant opportunities and benefits an updated and flexible program might afford the City, a proposal evaluation committee with expertise from multiple City agencies was formed including several City departments, the Chief Legislative Analyst, and the City Administrative Officer. The proposal evaluation committee has met several times since mid-March to discuss the proposals from multiple perspectives. StreetsLA expects to provide a public demonstration of technology to commence in May 2021, as part of this evaluation process.

StreetsLA is requesting the Board's authority to negotiate with the top two (2) rated proposers in advance of their selection to further its efforts to have a negotiated contract and Program ready for the Council's consideration and execution through the Board of Public Works by early fall of this year. StreetsLA anticipates it will be able to determine and select the top two most responsive proposers to negotiate a contract with by early June 2021 and pursue contract negotiations immediately thereafter. StreetsLA is asking for authority to enter into contract negotiations with the top ranked proposer and the second ranked proposer as a back-up contingency should negotiations with the top ranked proposer fail to achieve a negotiated contract for any reason. It is critical for StreetsLA to have a negotiated contract and Program ready for the Council's

consideration and execution through the Board of Public Works by the early fall of 2021 to ensure the City has a successor ready to assume Program operations upon the expiration of our current Coordinated Street Furniture Program with OUTFRONT JC Decaux at the conclusion of the 2021 calendar year. Having a negotiated contract and Program executed by the early fall of this year or immediately thereafter is necessary to provide an adequate amount of time to smoothly transition from one service provider to the other in a manner that alleviates any disruption of services to the City and transit patrons in particular.

As StreetsLA continues public engagement in the development of STAP, consistent with the Blumenfield/Bonin motion (CF 20-1536) adopted by Council this past February, StreetsLA seeks to develop a detailed project description and timely initiation of studies required to support the California Environmental Quality Act (CEQA) analysis for STAP. The identified studies include an analysis of the potential visual effects proposed digital display options might have upon the safety of motorists, cyclist, and pedestrians including but not limited to the level and amount of distraction caused by such displays. A second study deemed necessary is an analysis of the consistency between proposed STAP elements including digital displays, land uses, and street classifications designated through the City's General Plan and related planning documents.

StreetsLA is working through a separate but parallel effort with the Bureau of Engineering's Environmental Management Group (BOE-EMG) to procure the services necessary to complete a CEQA analysis for STAP. BOE-EMG anticipates it will take several more weeks to initiate the CEQA analysis through that separate effort, and six (6) months or more to complete the CEQA analysis from the date the CEQA study is formally started; a completed CEQA study will be required to receive the Council's approval of any negotiated contract for STAP. In discussions with Parsons, they are able to initiate the project description and aforementioned studies immediately as a part of their efforts to assist StreetsLA with the STAP RFP process under TOS 29. As alluded to in previous paragraphs, the timing of these tasks are critical to transition into a new Program prior to the end of this calendar year. These are the reasons StreetsLA is seeking the authority to issue a second revision to TOS 29 with Parsons.

Below is an outline of all the tasks award to Parsons to date:

Task 1: Determine the value of the Los Angeles Out of Home Advertising market to establish estimated gross revenues for the City's street furniture program.
Task 2: Provide the City with a characterization of a Best-in-Class program based upon models of London and other peer cities.
Task 3: Develop a list of qualified companies that could provide program management services.
Task 4: Provide on-going support for StreetsLA in how it manages the new program based upon assessment of how the existing program was managed.

Task 5: Develop a Request for Proposals (RFP), assist in the process of contractor selection, contract negotiation, and Implementation support.

StreetsLA is requesting to amend the TOS 29 by including additional task (Task 6), which includes: Preparation of Detailed Project Description for STAP and initiation of the visual analysis and land use consistency evaluations.

The proposed cost for the additional task is $50,000 (Transmittal No. 6).

Business Inclusion Program (BIP)
It is determined that the described work under Task 6 will be performed by Parson's in-house staff, therefore the amendment is not subject to BIP requirements.

Contractor Performance Evaluation
In accordance with Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration, Special Research & Investigation Section upon termination of the contract.

Other STAP Related Matters of Note
There will be a separate but related TOS forwarded to the Board for its authorization at a later date to ensure the forthcoming STAP contract and its implementation are in compliance with CEQA. As noted above, BOE-ESG will be assisting StreetsLA in ensuring STAP complies with CEQA and author a separate report to facilitate the retention of an environmental services consultant from its Pre-Qualified On-Call list of contractors.

STATUS OF FUNDING
The funding for this contract amendment in the amount of $50,000 comes from the StreetsLA Annual Budget Fund No.100, Department No. 86, Appropriation Account Unit No. 003040 entitled Contractual Services, which contains sufficient funds to cover the project amount. The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City appropriates funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation(s), subject to the terms and conditions of the contract.

(AB FM)

Respectfully submitted,

Adel H. Hagekhalil, PE
Executive Director and General Manager
Bureau of Street Services

Report Prepared by:
Lance Oishi
Engineering Services Division
Email: lance.oishi@lacity.org

Statement as to funds approved by:

4/29/2021

Miguel De La Peña, Director
Office of Accounting
Fund 100/86/003040-$50,000

FORM GEN. 160 (REV. 6-80)

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: May 25, 2021

To: Lance Oishi
Bureau of Street Services
Contracts Section
Mail Stop 550

Attn: Anne Marie Veal

From: Lynda McGlinchey, Compliance Program Manager II
Office of Contract Compliance

for
by: Ian Montielh, Compliance Program Manager I

Subject: **REQUEST FOR PROPOSALS FOR THE SIDEWALK AND TRANSIT AMENITIES PROGRAM**

Work Order No.: M0015455

Bid Date: February 29, 2021

SUMMARY: Based on a review of the documentation submitted, the Office of Contract Compliance has found that following proposers passed their Business Inclusion Program (BIP) Outreach evaluations:

1. **BikeHub dba Tranzito**
2. **Outfront Decaux Street Furniture, LLC**
3. **Intersection Media LLC**

Based on a review of the documentation submitted, the Office of Contract Compliance has found that following proposer passed their Business Inclusion Program (BIP) Outreach evaluation pending clarifications:

Apex Outdoor Advertising, LLC / InSite Street Media

City anticipated levels of participation:

MBE percentage: 18.0%	WBE percentage: 4.0%	SBE percentage: 25.0%
EBE percentage: 8.0%	DVBE percentage: 3.0%	

PROPOSERS:

I. The first proposer: **BikeHub dba Tranzito (MBE, SBE, EBE)**

MBE/WBE/SBE/EBE/DVBE/LGBTBE/MSM PARTICIPATION

Proposal Amount		Dollars	Percentage
$619,254,110.00[1]	MBE Amount	$0.00	0.00%
	WBE Amount	$0.00	0.00%
	SBE Amount	$184,892,013.00	29.86%
	EBE Amount	$112,043,931.00	19.09%
	DVBE Amount	$0.00	0.00%
	LBGTBE Amount*	$0.00	0.00%

*The bidder did not pledge any LGBTBE participation. Currently, this certification is not required as part of the BIP Outreach but is tracked for statistical purposes.

[1]This project has multiple Capital Expense (CAPEx) participation scenarios. For BIP evaluation purposes, the total proposal amount was based on 50% CAPEx participation.

Certified Subcontractors	Cert Type	Gender/ Ethnicity	Dollars	Proposal Amount	% of Bid
BikeHub dba Tranzito[1]	SBE, EBE	-	$112,043,931.00	$619,254,110.00	19.09%
AP Construction, Inc.	SBE	-	$72,848,082.00	$619,254,110.00	11.73%
Total MBE Participation			$0.00	$619,254,110.00	0.00%
Total WBE Participation			$0.00	$619,254,110.00	0.00%
Total SBE Participation			$184,892,013.00	$619,254,110.00	29.86%
Total EBE Participation			$112,043,931.00	$619,254,110.00	19.09%
Total DVBE Participation			$0.00	$619,254,110.00	0.00%
Total LGBTBE Participation			$0.00	$619,254,110.00	0.00%

Note: Subcontractors may be certified in multiple certification categories; therefore, per the requirements of ED14, their dollar amounts were credited toward multiple pledged participation categories

[1]The bidder is a certified MBE, SBE, EBE and listed themselves on their Schedule A for the amount reported above.

OBE Subcontractors	Dollars	Proposal Amount	% of Bid
Black & Veatch	$72,848,082.00	$619,254,110.00	11.76%
Designworks USA, Inc. dba BMW Designworks	$850,000.00	$619,254,110.00	0.14%
Fehr & Peers	$1,590,100.00	$619,254,110.00	0.26%
HLB Lighting Design	$690,000.00	$619,254,110.00	0.11%
Studio One Eleven	$75,500.00	$619,254,110.00	0.01%
Skidmore, Owings, & Merrill LLP	$1,908,560.00	$619,254,110.00	0.31%
Smiota, Inc.	$909,350.00	$619,254,110.00	0.15%
Swiftmile	$737,710.00	$619,254,110.00	0.12%

Tolar Manufacturing Company, Inc.	$906,235.00	$619,254,110.00	0.15%
Mungsube Enterprise, Inc. dba VCONN Digital Interactive	$81,864,259.00	$619,254,110.00	13.22%
Vector Media	$51,261,489.00	$619,254,110.00	8.28%
Total OBE Participation	$213,641,285.00	$619,254,110.00	34.50%

II. The second proposer: **Outfront Decaux Street Furniture, LLC (OBE)**

MBE/WBE/SBE/EBE/DVBE/LGBTBE/MSM PARTICIPATION

Proposal Amount		Dollars	Percentage
$329,701,972.00	MBE Amount	$0.00	0.00%
	WBE Amount	$320,000.00	0.10%
	SBE Amount	$29,531,087.00	8.96%
	EBE Amount	$29,211,087.00	8.86%
	DVBE Amount	$0.00	0.00%
	LBGTBE Amount*	$0.00	0.00%

*The bidder did not pledge any LGBTBE participation. Currently, this certification is not required as part of the BIP Outreach but is tracked for statistical purposes.

Certified Subcontractors	Cert Type	Gender/ Ethnicity	Dollars	Proposal Amount	% of Bid
ND Construction Co., Inc.	SBE, EBE	-	$29,211,087.00	$329,701,972.00	8.86%
Selbert Perkins Design[1]*	WBE, SBE	-	$320,000.00	$329,701,972.00	0.10%
Total MBE Participation			$0.00	$329,701,972.00	0.00%
Total WBE Participation			$320,000.00	$329,701,972.00	0.10%
Total SBE Participation			$29,531,087.00	$329,701,972.00	8.96%
Total EBE Participation			$29,211,087.00	$329,701,972.00	8.86%
Total DVBE Participation			$0.00	$329,701,972.00	0.00%
Total LGBTBE Participation			$0.00	329,701,972.00	0.00%

Note: Subcontractors may be certified in multiple certification categories; therefore, per the requirements of ED14, their dollar amounts were credited toward multiple pledged participation categories

*Certified Local Business Enterprise

[1] Pending Women Business Enterprise Council - West (WBEC-West) Certificate verification.

OBE Subcontractors	Dollars	Proposal Amount	% of Bid
ShelterClean Services, Inc.*	$58,476,196.00	$329,701,972.00	17.74%
MLA Green, Inc. dba Studio-MLA	$44,000.00	$329,701,972.00	0.01%
Perkins & Will	$247,000.00	$329,701,972.00	0.07%
Total OBE Participation	$58,767,196.00	$329,701,972.00	17.82%

*Certified Local Business Enterprise

III. The third proposer: **Intersection Media LLC (OBE)**

MBE/WBE/SBE/EBE/DVBE/LGBTBE/MSM PARTICIPATION

Proposal Amount		Dollars	Percentage
$480,618,156.00	MBE Amount	$0.00	0%
	WBE Amount	$0.00	0%
	SBE Amount	$0.00	0%
	EBE Amount	$0.00	0%
	DVBE Amount	$0.00	0%
	LBGTBE Amount*	$0.00	0%

*The bidder did not pledge any LGBTBE participation. Currently, this certification is not required as part of the BIP Outreach but is tracked for statistical purposes.

Certified Subcontractors	Cert Type	Gender/ Ethnicity	Dollars	Proposal Amount	% of Bid
None Listed	-	-	$0.00	$480,618,156.00	0%
Total MBE Participation			$0.00	$480,618,156.00	0%
Total WBE Participation			$0.00	$480,618,156.00	0%
Total SBE Participation			$0.00	$480,618,156.00	0%
Total EBE Participation			$0.00	$480,618,156.00	0%
Total DVBE Participation			$0.00	$480,618,156.00	0%
Total LGBTBE Participation			$0.00	$480,618,156.00	0%

OBE Subcontractors	Dollars	Proposal Amount	% of Bid
Grimshaw, Inc.	$800,000.00	$480,618,156.00	0.17%
Total OBE Participation	$800,000.00	$480,618,156.00	0.17%

IV. The fourth proposer: **Apex Outdoor Advertising, LLC / InSite Street Media (OBE)**

MBE/WBE/SBE/EBE/DVBE/LGBTBE/MSM PARTICIPATION

Proposal Amount		Dollars	Percentage
$122,801,582.00	MBE Amount	$0.00	0%
	WBE Amount	$0.00	0%
	SBE Amount	$0.00	0%
	EBE Amount	$0.00	0%
	DVBE Amount	$0.00	0%
	LBGTBE Amount*	$0.00	0%

*The bidder did not pledge any LGBTBE participation. Currently, this certification is not required as part of the BIP Outreach but is tracked for statistical purposes.

Certified Subcontractors	Cert Type	Gender/ Ethnicity	Dollars	Proposal Amount	% of Bid
C R & A Custom Apparel Inc.	WBE	F/HA	$0.00	$122,801,582.00	0%
Leidy Designs	WBE	F/C	$0.00	$122,801,582.00	0%
Vision Strategy & Insights, Inc.	MBE	M/AA	$0.00	$122,801,582.00	0%
Total MBE Participation			$0.00	$122,801,582.00	0%
Total WBE Participation			$0.00	$122,801,582.00	0%
Total SBE Participation			$0.00	$122,801,582.00	0%
Total EBE Participation			$0.00	$122,801,582.00	0%
Total DVBE Participation			$0.00	$122,801,582.00	0%
Total LGBTBE Participation			$0.00	$122,801,582.00	0%

OBE Subcontractors	Dollars	Proposal Capital Expense	% of Bid
Tolar Manufacturing Company Inc.	$0.00	$122,801,582.00	0%
ShelterCLEAN Services, Inc.*	$0.00	$122,801,582.00	0%
Total OBE Participation	$0.00	$122,801,582.00	0%

*Certified Local Business Enterprise

NOTES:

Certifications were verified by the Business Inclusion Section of the Bureau of Contract Administration- Office of Contract Compliance (OCC) at the time of this review.

Proposal Amount is the total of the Capital Expense Amount and Operation Expense Amount.

ADDITIONAL NOTES:

This document was electronically signed by Patricia Fuellas for OCC on May 25, 2021.

LMc:IM:PF:cl
M:\$MBEWBE\Bid Reviews\Bid Review Memos\2021 M0015455- RFP for STAP.docx

CONTRACT NO. C- _____

CONTRACT

between

City OF LOS ANGELES

and

TRANZITO – VECTOR, LLC

for

SIDEWALK AND TRANSIT AMENITIES PROGRAM (STAP)

TABLE OF CONTENTS

ARTICLE 1 - SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN.....2
ARTICLE 2 - DEFINITIONS.....2
ARTICLE 3 - PROJECT DESCRIPTION.....5
ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR.....12
ARTICLE 5 – CONTRACTOR PERSONNEL.....17
ARTICLE 6 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY.....18
ARTICLE 7 – TIME OF EFFECTIVENESS.....20
ARTICLE 8 - TERMINATION.....20
ARTICLE 9 - SUBCONTRACTOR APPROVAL.....23
ARTICLE 10 – CAPITAL EXPENDITURES, PAYMENTS TO CITY, INVOICING AND PAYMENT.....24
ARTICLE 11 - AMENDMENT.....33
ARTICLE 12 - INSURANCE.....33
ARTICLE 13 - INDEPENDENT CONTRACTOR.....33
ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR.....33
ARTICLE 15 - INDEMNIFICATION.....34
ARTICLE 16 – INTELLECTUAL PROPERTY INDEMNIFICATION.....34
ARTICLE 17 - INTELLECTUAL PROPERTY WARRANTY.....34
ARTICLE 18 - OWNERSHIP AND LICENSE.....35
ARTICLE 19 - MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT.....36
ARTICLE 20 – BUSINESS INCLUSION PROGRAM.....37
ARTICLE 21 - SUCCESSORS AND ASSIGNS.....37
ARTICLE 22 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION.....37
ARTICLE 23 - EXCUSABLE DELAYS.....38
ARTICLE 24 - SEVERABILITY.....39
ARTICLE 25 - DISPUTES.....39
ARTICLE 26 - INTEGRATED CONTRACT, ORDER OF PRECEDENCE.....39
ARTICLE 27 - APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT.....39
ARTICLE 28 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED.....41
ARTICLE 29 - BONDS.....41
ARTICLE 30 - CHILD SUPPORT ASSIGNMENT ORDERS.....41

ARTICLE 31 - LIVING WAGE ORDINANCE 42
ARTICLE 32 – SERVICE CONTRACTOR WORKER RETENTION ORDINANCE 42
ARTICLE 33 - ACCESS AND ACCOMMODATIONS 42
ARTICLE 34 - WAIVER 42
ARTICLE 35 - ASSIGNMENT AND DELEGATION 42
ARTICLE 36 - PERMITS 43
ARTICLE 37 - CLAIMS FOR LABOR AND MATERIALS 43
ARTICLE 38 – BEST TERMS 43
ARTICLE 39 - CONTRACTOR RESPONSIBILITY ORDINANCE 43
ARTICLE 40 - SLAVERY DISCLOSURE ORDINANCE 43
ARTICLE 41 - RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS 43
ARTICLE 42 – FIRST SOURCE HIRING ORDINANCE 44
ARTICLE 43 – IRAN CONTRACTING ACT 44
ARTICLE 44 – SUSPENSION 44
ARTICLE 45 – DATA PROTECTION 45
ARTICLE 46 - CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS 45
ARTICLE 47 - LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR 45
ARTICLE 48 - COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS 45
ARTICLE 49 - COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164 46
ARTICLE 50 - POSSESSORY INTEREST TAX 46
ARTICLE 51 - CONFIDENTIALITY 46
ARTICLE 52 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE 47
ARTICLE 53 – COVID-19 47
ARTICLE 54 – END OF CONTRACT REQUIREMENTS 47
EXHIBIT A - SCOPE OF SERVICES 1
1. TRANSITION FROM THE EXISTING PROGRAM 1
2. PROGRAM IMPLEMENTATION 1
3. STAP SHELTER REVITALIZATION PROGRAM 2
4. DESIGN OF NEW PROGRAM ELEMENTS 3
5. MANUFACTURE OF PROGRAM ELEMENTS 4
6. DIGITAL DISPLAYS 5

7. CONTENT MANAGEMENT SYSTEM 7
8. SITE SELECTION, PREPARATION & INSTALLATION 8
9. MAINTENANCE 18
10. ADVERTISING GUIDELINES 24
11. ADVERTISING SALES 27
12. SMART TECHNOLOGY/DIGITAL INFRASTRUCTURE 34
13. DATA COLLECTION, DATA OWNERSHIP & USE OF LOCATION-BASED TECHNOLOGY 34
14. STAP INNOVATIONS 35

EXHIBITS

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – PROPOSED ROLL OUT SCHEDULE

EXHIBIT C – PROPOSED PROJECT COST BREAKDOWN; BEST AND FINAL OFFER (BAFO)

EXHIBIT D – BUSINESS INCLUSION PROGRAM

SCHEDULE A - LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SCHEDULE A - SUBCONTRACTORS

SCHEDULE B - TASK WORK ORDER LIST OF SUBCONTRACTORS

SCHEDULE C - MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

SCHEDULE D - FINAL SUBCONSULTING REPORT

EXHIBIT E – INSURANCE REQUIREMENTS AND COVERAGE

EXHIBIT F - CITY'S ADVERTISING POLICY

EXHIBIT G - – TRANSIT SHELTER PLACEMENT GUIDELINES

EXHIBIT H - COUNCIL FILE 21-4108

EXHIBIT I - STAP REQUEST FOR PROPOSALS

CONTRACT FOR CITY OF LOS ANGELES SIDEWALK AND TRANSIT AMENITIES PROGRAM (STAP)

This Contract is made and entered into by and between the City OF LOS ANGELES, California, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "City", and TRANZITO – VECTOR, LLC, a Delaware limited liability company, hereinafter referred to as the "Contractor", (collectively, the "Parties") and is set forth as follows:

WITNESSETH

WHEREAS, the City's Coordinated Street Furniture Program, providing the City with Transit Shelters, Public Amenity Kiosks, newsstand vending kiosks, automated public toilets, and revenues, has a contract term that will expire on December 31, 2022; and

WHEREAS, on November 26, 2019, the Los Angeles City Council adopted a report from its Public Works and Gang Reduction Committee authorizing the Bureau of Street Services (StreetsLA) to proceed with a Request for Proposals (RFP) process informed by a Request for Information Process (RFI) issued through the Board of Public Works to secure a successor program to the current Coordinated Street Furniture Program; and

WHEREAS, on February 26, 2020, an RFI process to obtain the most up to date information regarding similar street furniture programs, technologies, and services was initiated by StreetsLA with more than 70 attendees at the RFI briefing on March 17, 2020, and concluded with a day-long virtual networking session with over 30 presenters from the Out-of-Home Advertising, Architecture/Engineering, Project Management, Infrastructure, Financing, and Technology professions on July 22, 2020; and

WHEREAS, on November 24, 2020, the Board of Public Works authorized StreetsLA to release its RFP for a new Sidewalk and Transit Amenities Program (STAP) that sought out a qualified contractor able to develop, manage, and operate STAP, including the design, manufacture, installation and maintenance of Transit Shelters and other STAP Program Elements, and the operation of advertising concessions on STAP Program Elements; and

WHEREAS, on February 19, 2021, four entities submitted proposals in response to StreetsLA's Request for Proposals (RFP) issued on November 24, 2020; and

WHEREAS, on August 20, 2021, upon completion of a thorough proposal evaluation process conducted by an evaluation committee consisting of multiple City offices, departments and Metro that included a two-week long demonstration of technologies (STAP Technology Demonstration), the Contractor was determined by the City's Evaluation Committee to be most qualified based on the criteria set forth in the RFP and to have offered the best value based on the Contractor's Price Proposal and Best and Final Offer; and

WHEREAS, the Contractor has demonstrated qualifications in (1) design, infrastructure

management, and Out-of-Home Advertising; (2) required experience and financial capacity, and (3) an understanding of and commitment to the City's goals necessary to develop and manage the STAP; and

WHEREAS, the Contractor meets the federal, state, and local requirements to manage the design, manufacture, installation, maintenance, and advertising sales of the STAP; and

WHEREAS, the Contractor has assembled a team with expertise in all of the disciplines necessary to achieve the City's goals of providing shelter, shade, safety, and comfort to transit riders, users of active and shared-ride transportation, and pedestrians; and

WHEREAS, the City desires to retain the Contractor to provide services to develop and manage the STAP as outlined herein.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the Parties hereby agree as follows:

ARTICLE 1 - SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the City or Contractor. The word "Contractor" herein this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one Contractor, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 - DEFINITIONS

It is understood that as the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

Ad Panel: Static displays with commercial advertising located on Program Elements

Agreement: A term synonymous with the term "Contract."

Americans with Disabilities Act (ADA): The Americans with Disabilities Act is a civil rights law that prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications.

ADA Standards for Accessible Design (ADAS): The 2010 ADA Standards for program accessibility and barrier removal.

Administrator: The Contract Administrator or their designated representative

Approval: The written consent of the Director or their designated representative.

Audience: Audience estimates of people exposed to Out-of-Home Advertising.

Board: The Board of Public Works of the City of Los Angeles

Bureau of Street Services or "the Bureau": The City of Los Angeles Department of Public Works, Bureau of Street Services operating under the jurisdiction and authority of the Board of Public Works; also known as StreetsLA.

Business Inclusion Program (BIP): The City of Los Angeles's contracting program that widens the participation of minority, women, small and disabled veteran businesses in City contracts, as amended from time to time: https://bca.lacity.org/BIS-Program-and-Local-Business-Preference

Bus Stop/Bus Stop Zone: That portion of the sidewalk that contains one or more bus operator sign standards and corresponds length-wise (longitudinally) with either or both the length of the corresponding roadway bus pad, or red-curb zone established to facilitate bus operations.

Capital Cost: the cost of acquisition, installation, construction, reconstruction, rehabilitation, or replacement of a Program Element as authorized by the City.

City or City: The City of Los Angeles or its subordinate departments, offices and bureaus or the political subdivisions referred to as the City of Los Angeles, California

City Council or Council: The legislative body of the City of Los Angeles established by the Los Angeles City Charter.

Coordinated Street Furniture Program (CSFP): The street furniture program that is the predecessor of the STAP.

Contract: This contract between the City and the Contractor.

Contract Term: The length of time the Contract will remain in effect including, when applicable, any extensions to the initial term.

Contractor or Contractor: Tranzito – Vector, LLC, a Delaware Limited Liability Company.

Data: Any information obtained, collected, and accrued by City or Contractor through business transactions, program records, sensors or other information gathering devices associated with the Program or Program Elements

Day: Calendar Day, unless otherwise specified.

Designated Market Area (DMA): A television and or media market area defined by Nielsen Media Research that is also used by advertisers for multi-media planning.

Digital Display or Panel: A digital screen that displays public information and/or commercial advertisements that is housed in a Program Element.

Director: The Director of the City's Bureau of Street Services or their designated representative

eCommerce Lockers: A self-service delivery structure where parcels can be received by customers using a digital password sent by an eCommerce merchant.

Effective Date: The date upon which any contract or agreement is fully executed and becomes binding on parties.

Existing Street Furniture: Each and every structure and device carried over from the CSFP.

Existing Community Street Furniture: Existing, permitted, community-sponsored street furniture installed prior to the Effective Date of this Contract.

Gross Revenue: The total amount of collected revenue from the sale (including sponsorships, in-kind payments, and the value of any barter) of advertising space on Program Elements in each year of this Contract.

Information Technology Agency (ITA): The City of Los Angeles Information Technology Agency.

Kiosk: A non-Transit Shelter amenity that provides vending, wayfinding or other street-level services, or access to information and/or applications through interactive technology.

Kit-of-Parts (KoP): The modular components of Program Elements.

Location-Based Media: Out-of-Home Advertising that is concentrated in one physical location.

Minimum Annual Guarantee (MAG): The payment set forth in Article 10.4, which Contractor must pay to City irrespective of the amount of Gross Revenue as defined herein.

New Program Element: All new structures and devices installed as prescribed in this Contract, including without limitation the items described in Article 3.

Notify LA: The City's Emergency Management Department's crisis notification system.

Non-Advertising Program Elements: All Program Elements that do not display commercial advertisements.

Out-of-Home Advertising: All forms of advertising viewed outside the home.

Program: The Sidewalk and Transit Amenities Program (STAP)

Program Elements or Elements: All Existing Street Furniture carried over from the CSFP and all new structures and devices installed as prescribed in this Contract, including without limitation the items described in Article 3.

Public Amenity Kiosk (PAK): A free standing display structure that is a component of the City's CSFP that typically contains both Ad Panels and panels reserved for the City's exclusive non-commercial use.

Public Rights-of-Way (Public R/W): Public Rights-of-Way include dedicated roadways, sidewalks, parkways, median and traffic islands under the jurisdiction of the City. Public Rights-of-Way may also be dedicated roadways, sidewalks, parkways, median and traffic islands within the City of Los Angeles under the jurisdiction of the State of California.

Push Media: Media distribution where content is initiated and delivered to users of a digital service (e.g., Free Wi-Fi) by an information server.

QA/QC: Quality Assurance or Quality Control

Shade Structures: Smaller structures that serve the purpose of providing shade and comfort for transit riders and pedestrians primarily for confined or limited sidewalks within a bus stop zone that are otherwise unable to accommodate a shelter.

Shelter Revitalization Program (SRP): STAP's rehabilitation and repurposing program for Existing Street Furniture Transit Shelters.

Sidewalk: That portion of the Public Rights-of-Way between the edge of the roadway defined by a curb face or pavement markings, and the outer edge of the Right-of-Way dedication easement (often described as the "property line") that may include a paved sidewalk, dirt or landscaped parkway, and all other improvements contained therein including trees, vaults, utilities, etc.

STAP: The City of Los Angeles' Sidewalk and Transit Amenities Program.

Transit Shelters: Curbside structures that serve the primary purpose of providing shelter, shade, safety, and comfort to transit riders and pedestrians.

United States Access Board's Public Right-of-Way Accessibility Guidelines (PROWAG): Guidelines that apply to pedestrian facilities in the public right-of-way that ensure accessibility and usability by pedestrians with disabilities.

Urban Panels: Non-Transit Shelter Program Element with digital or static displays that are positioned on the street level to be viewed by pedestrians and vehicular traffic.

ARTICLE 3 - PROJECT DESCRIPTION

The Sidewalk and Transit Amenities Program (STAP) is intended to achieve the essential goals of providing shelter, shade, safety, and comfort to transit riders, active transportation users and pedestrians, and to improve the quality of life for those who live and work in and visit Los Angeles. The City and Contractor will achieve these goals through thoughtful, efficient design of Program Elements and active management of the Program. The City's vision for the STAP is to expand the use of transit, active transportation, and shared mobility, as well as to improve the design of Public Rights-of-Way and foster economic growth that helps strengthen neighborhoods.

The STAP will be a self-sustaining, world-class program utilizing a broad array of Program Elements and technologies to provide shelter, shade, safety and comfort. The Contractor shall be responsible for the design, manufacture, installation, maintenance, and operation of all STAP Program Elements in accordance with and subject to the terms of this Contract.

The revenue generated from the sale of advertising on Program Elements will contribute to the operating costs of the STAP, including the maintenance of the STAP inventory. The Contractor shall be responsible for repairing, relocating, or disposing of the existing Coordinated Street Furniture Program (CSFP) inventory as new Program Elements are being fabricated and installed.

The STAP is intended to be a dynamic program that is able to adapt to changes in society, the marketplace, technology, and the use of the Public Rights-of-Way. The City is taking a collaborative approach to the development of new Program Elements, allowing for the demonstration of new Out-of-Home Advertising technologies and experiential programs that can broaden the functionality of STAP while increasing revenues. New Program Elements will be evaluated for their functionality and sustainability prior to deployment and will be agreed upon

by the City and the Contractor for inclusion in STAP.

The City is committed to the equitable distribution of STAP elements and the Contractor shall work collaboratively with the City to achieve that goal. The Contractor commits to making Program Elements focal points for transit, shared mobility and active transportation. The Contractor shall promote commerce through the provision of interactive wayfinding and digital technologies. The STAP will also include emerging technologies that can provide additional benefits to the public while improving City services.

3.1 Obligation and Grant of Rights to Install, Operate and Maintain Program Elements

The City hereby grants and awards to the Contractor the exclusive right and Contractor shall have the obligation to install, operate, and maintain Program Elements in Bus Stop Zones throughout the City in accordance with the terms and conditions of this Contract. The City hereby grants to the Contractor a license to encroach upon the City's Public Rights-of-Way (R/W) solely for the purposes of implementing this Contract consistent with permits issued by the City.

3.2 Grant of Rights to Sell Advertising in the Public Rights-of-Way

The City hereby grants to the Contractor, subject to the terms and conditions of this Contract, the exclusive right to develop and sell advertising in the Public Rights-of-Way, on and around Program Elements and within a 30-foot radius of Bus Stop Zones.

The City hereby grants to the Contractor, subject to the terms and conditions of this Contract, the right to enter into sponsorships and other forms of revenue generating agreements for Program Elements and/or STAP services.

Subject to applicable California Law and except for the rights expressly granted to the Contractor, the City reserves the right to enter into other agreements to develop revenue from the use of its Rights-of-Way and street site improvements with naming rights, sponsorships, data services, advanced technologies, and other advertising programs, subject to the terms and limitations set forth in Articles 3.3 and 3.4 below and to the extent not associated with Program Elements. Other agreements that the City may enter will not violate the rights granted to Contractor under this Contract. If other City advertising programs in the Public Rights-of-Way negatively impact STAP revenues, Contractor may request a renegotiation of its Revenue Share and/or Minimum Annual Guarantee, subject to the limitations of this Contract, however the final determination to make any changes shall be made by the City.

3.3 Exceptions and Exclusions

The existing and potential advertising programs that are excepted and excluded from the STAP include, but are not limited to:

- City Bus Bench Program and the associated shade structures (free standing benches not inside or adjacent to Shelters)

- Bureau of Street Lighting Street Banner Program LAMC 62.132 as may be amended from time to time
- Metro Bikeshare
- LADOT Blue LA Electric Vehicle Charging Stations
- LADOT Mobility Hubs
- City Tourism Department wayfinding kiosk program to improve and enhance visitor experience, subject to approval by StreetsLA
- Signs and advertising for City-licensed concessionaires, retailers, and sidewalk vendors
- Licensed Wi-Fi, Telecom and Utilities services in the City right-of-way not directly associated with the STAP
- City-licensed vending machines, phone booths, ATMs and storage or e-lockers not associated with the STAP

3.4 Boundaries of Other Programs

It is the intention of the City to coordinate other advertising programs in the Public Rights-of-Way under STAP, to present coordinated design of elements and to maximize STAP revenues. As a result, STAP Elements will have priority for site selection above all other City programs in Public Rights-of-Way. The exempted and excluded programs that have or develop competing advertising formats (ex. size, digital, technology) as determined by the City with input from the Contractor will be required to locate their structures at a minimum of 500 feet from STAP Elements. The City with input from Contractor may allow a less restrictive boundary if determined to be appropriate by the City.

The programs currently operating and determined not to conflict with STAP and not subject to the 500-foot boundary are:

- Bureau of Street Lighting Street Banner Program LAMC 62.132 as may be amended from time to time
- Signs and advertising for City-licensed concessionaires, retailers, and sidewalk vendors
- Licensed Wi-Fi, Telecom and Utilities services in the City right-of-way not directly associated with the STAP
- City-licensed vending machines, phone booths, ATMs and storage or e-lockers not associated with the STAP

The City Bus Bench Program Agreement has provisions for boundaries between Bus Benches and Transit Shelters which shall be exempt from this Article.

Should excepted and excluded programs negatively impact STAP revenues, the City will in good faith consider any request from Contractor for financial or other Program relief.

3.5 Program Elements

The Contractor shall design, manufacture, and install new Transit Shelters and other Program Elements. The Contractor shall rehabilitate and relocate Existing Street Furniture as part of the Shelter Revitalization Program. The Contractor shall remove and properly dispose of

and/or recycle any Existing Street Furniture that is not part of the Shelter Revitalization Program. The Contractor, at its sole expense, is responsible for the maintenance of all STAP Program Elements and all Existing Street Furniture during the Contract Term, including removal, disposal and/or recycling at end of life of all Program Elements.

The Contractor shall replace or repurpose all Existing Street Furniture by the end of Contract Year 5 dependent on capital and marketplace conditions. The Parties recognize that Out-of-Home Advertising is greatly influenced by technology, and therefore Contractor shall be responsive to these changes as they occur, modifying, adding to, or replacing Program Elements on a timely basis. Changes to the Program Elements will be made collaboratively with the City having final approval of modifications or additions to, or replacement of Program Elements. The City reserves the right to add or discontinue Program Elements at its sole discretion.

STAP Program Elements are designated as follows:

- Essential: required in the STAP
- Secondary: deployed as agreed to between the Parties
- Additional Elements: new technologies and programs that can be studied and/or demonstrated to determine the feasibility of implementing them as part of the STAP

The following chart identifies Program Elements and their minimum quantities (if applicable) under each designation:

Essential	Secondary	Additional Elements
Transit Shelters (3000 units)	Kiosks	Solar Options / Grid Storage at Transit Shelters
Shade Structures (450 units)	eCommerce Lockers	Hydration Stations (100)
Litter Receptacles (1 unit per Transit Shelter)	Scooter Docks	Hand Sanitation Stations
Digital Displays / Real Time Info (Real Time Info displays at every Transit Shelter)	5G	Sensors (ex. heat, pedestrian and vehicular counts, air quality)
Emergency Call Features	Public Wi-Fi	Integration of Fare Payment (e.g., TAP stations)
Content Management System	Phone Charging	Cooling Devices (e.g., Misters)

Icon Panel (max. qty. 100 at Transit Shelters)	Urban Panels	Requested alternative furniture elements paid for by third parties (e.g., Metro BRT "stations" or equal) for special programs

Shade Structures and Emergency Call Features are not budgeted for in Exhibit C – Proposed Project Cost Breakdown; Best and Final Offer (BAFO). These Elements are included for development during the Contract Term in response to public feedback from the STAP Technology Demonstration. During the Contract Term the City and the Contractor shall make the following additional considerations for Program Elements. For the avoidance of doubt, the Contractor is not responsible for the Capital Costs for any of the Elements described in this Article 3.5.

3.5.1 Digital Displays/Real Time Information Displays

Full color Digital Displays may only be placed at locations approved by the City. Small format, e-paper type Digital Displays that solely provide real time information and exclude commercial advertising may be placed at any location with a Program Element.

Digital content shall not include any full-motion video, or sound. An exception for sound may be made as part of emergency messaging or for responsive Program Elements that serve the needs of people with disabilities, with the approval of the City.

The Digital Display time shall be no more frequent than every 10 seconds. Digital Displays, to the extent practicable, should be similar in brightness to backlit static displays. The brightness of the screens shall not exceed four (4) lux above ambient lighting subject to a maximum of 500 lux after sunset. The brightness of all Digital Displays shall be controlled through STAP's Content Management System (CMS). All Digital Displays shall meet ENERGY STAR standards of equivalent equipment where feasible.

Digital Displays and real time information displays will be implemented in accordance with the requirements of Exhibit A and specifically Section 6.

3.5.2 Shade Structures

The Contractor shall design and develop a Shade Structure Element that responds to the need to protect transit riders and pedestrians from excessive heat and sun exposure. The Shade Structure will be a structure that responds to site constraints of bus stop zones that cannot accommodate a Transit Shelter. The Shade Structure design may limit the opportunity for traditional advertising therefore, the City anticipates the Contractor will seek sponsorship agreements for these structures. As the Shade Structure is a new Program Element and there is no experience as to the sponsorship revenue potential or the cost of maintaining these structures, sponsorship revenues shall be dedicated to the cost of maintenance for an initial one-year period. After that period, maintenance records will be reviewed and used to determine annual maintenance costs, and the City

will determine the resulting revenue shares to the parties.

Shade Structures will only be implemented when the City has approved the design, functionality, and associated costs.

3.5.3 Litter Receptacles

The Contractor has proposed Litter Receptacles for each new Transit Shelter; however, the City reserves the right to approve a Transit Shelter without a Litter Receptacle.

3.5.4 Icon Panel

Icon Panels shall be limited to 100 total units with static Ad Panels, allowed only within Bus Stop Zones and/or adjacent to Transit Shelters. The height of Icon Panels shall not exceed 16 feet tall and advertising space shall be no more than 60-square feet per side. Future conversion to Digital Displays may be allowed if deemed appropriate by the City. Should the deployment of Icon Panels be limited, the Contractor and the City shall consider alternate revenue generating Program Elements to offset revenue losses.

3.5.5 Emergency Call Features

The Contractor shall work to design and develop Emergency call features to become a standard item in Transit Shelters. The development of these features shall consider how to avoid false and accidental calls, as well as determine where calls will be received and handled. Emergency call features are more easily accommodated on Transit Shelters with digital and grid power; additional consideration for of solar powered, static shelters shall be taken into account.

Emergency Call Features shall only be implemented when the City has approved the design, functionality, and associated costs.

3.5.6 Transit Shelters for Special Programs

- Metro Bus Rapid Transit (BRT) corridors
- Hollywood Boulevard Streetscape Master Plan

The Capital Costs of developing Transit Shelters for special programs, including but not limited to those listed herein, shall not be borne by STAP or the Contractor with the exception of Digital Displays or Ad Panels. Only those Special Programs that allow the Contractor to generate revenue shall be considered and in return those revenues shall be used to maintain the inventory of these Special Programs. All revenues from the aforementioned Special Programs and other that may occur during the term of this agreement shall be included as Program Gross Revenues.

3.5.7 Free Public Wi-Fi

If 5G storage and service is added to the STAP, City and Contractor shall consider the delivery of Wi-Fi service to a limited number of shelters based upon utilization and equity

criteria. Associated with the delivery of Wi-Fi service will be Push Media to promote the Angeleno Account and other City initiatives.

3.5.8 LoRaWAN

The City and the Contractor shall consider adding LoRaWAN service to promote two-way data feeds especially for real-time transit information, traffic, and air quality monitoring.

3.5.9 Hydration Stations

The City and the Contractor agree to explore the addition of 100 hydration stations to STAP within Transit Shelter footprints. The addition of Hydration Stations is based upon securing third-party funding support from the Department of Water and Power and other sources as well as an assessment of the capital expense of installation and the operating expense of maintaining these stations.

3.5.10 Sensors

The Contractor shall accommodate the City's requests to install sensing devices in Program Elements that collect data, such as pedestrian counts, weather conditions, or air quality, in support of City programs and services.

3.5.11 Hand Sanitizing Stations

The City may direct the Contractor to install hand sanitizing stations at its expense in or on Program Elements providing sanitizer liquid to transit riders, the users of active and shared-ride transportation and the public.

3.5.12 Solar Options / Energy Storage at Shelters

The City and the Contractor agree that approximately 50% of STAP shelters with static displays or where there is no access to grid power shall be powered by solar power. The City and the Contractor shall assess the cost and operational requirements to provide for the generation and storage of green energy in accordance with the Motion and report from the Energy, Climate Change, Environmental Justice, and River Committee adopted by the Los Angeles City Council on June 16,2021 (Council File 21-4108).

3.5.13 Integration of Fare Payment

At the request of the City, the Contractor may be required to integrate fare payment or validation devices in or on STAP elements. These devices will be provided by Metro or other regional transit providers at no cost to the Contractor. They will also be maintained and operated by the transit service providers.

3.5.14 Enhancing User Experience

The Contractor shall continuously collaborate with the City and transit providers to identify furniture elements, technologies, amenities, and the like that can enhance user experience.

ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR

The Contractor shall perform the services in accordance with EXHIBIT A - SCOPE OF SERVICES. The Contractor shall perform such work with a degree of skill and diligence normally employed by experienced infrastructure and out-of-home advertising program managers.

4.1 Retention of Records, Audit and Reports

Contractor shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by City. These records shall be retained for a period of no less than three years from the later of the following: (1) the expiration of this Contract, (2) termination of this Contract, or (3) final payment to the City. The records will be subject to examination and audit by authorized City personnel or City's representatives at any time. Contractor shall provide any reports requested by City regarding performance of this Contract. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, Contractor may, upon City's written approval, submit the required information to City in an electronic format at any time requested by City during the Contract Term and at the expiration or termination of this Contract.

4.2 Contractor's Responsibilities

Exhibit A – Scope of Services designates the Contractor's primary responsibilities under this Contract. Exhibit A is hereby incorporated by reference and made a part of this Contract. Those requirements can only be amended or waived by written notice from the City.

The Contractor is responsible for all Non-Capital related costs, fees, and taxes associated with operating STAP, unless otherwise stated herein or agreed to by the Parties, including but not limited to:

1. Maintenance
2. Administration
3. Energy and utilities
4. Sales, marketing and promotion

The Contractor's responsibility for Energy Costs shall be capped at the rates detailed in Exhibit C (the "Energy Cost Cap"). In the event that at the end of any Contract Year, it has been determined that the average kilowatt hour cost incurred by Contractor in any Contract Year exceeded the Energy Cost Cap amount, Contractor shall have the right to offset against any future Revenue Share payments to the City by the difference between (1) the Energy Costs incurred in that Contract Year and (2) the total kilowatt hours used for that Contract Year multiplied by the Energy Cost Cap amount.

Should the City require or request additional services beyond Exhibit A be performed by the Contractor, the City may allow the Contractor to be compensated by deducting those fees

and/or associated costs from payments due to the City.

4.3 Independent Contractor

The rights and obligations of the City and the Contractor are set forth in this Contract. The Contractor performs all its obligations as an independent contractor and not as a representative, employee, partner, or agent of the City.

4.4 Assignment of Work

The Contractor shall not assign its rights or duties hereunder, in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. The Contractor shall not replace any member organization from its project team, as designated in the Contractor's proposal received by the City on February 19, 2021 without replacing such member organization with an equally qualified organization. Any such consent of assignment will be specifically subject to all provisions of this Agreement and before any assignment will become effective, the assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the Term, or any extension thereof. Any assignment absent the City's written consent is void. In the event the City shall consent to such an assignment, the Contractor shall provide the City with all appropriate and relevant information concerning assignee, including but not limited to the qualifications and experience, office address, phone number and contact names for such assignee. Any such consent of assignment shall specifically be subject to Contractor supplying to the City all appropriate contacts for assignee along with appropriate office addresses and any other requested information.

4.5 Contractor's Roll Out Schedule

The Contractor shall prepare and submit to STREETSLA for its approval a schedule of the services to be performed, within fifteen (15) calendar days, after receiving the City's notice to proceed. This schedule shall contain the details specified in Exhibit A, Section 2 Program Implementation, and shall be in the same format as the Rollout Schedule set forth in EXHIBIT B – Proposed Roll Out Schedule. Subject to any delays caused by the actions or inactions of the City, or other delays outside of the reasonable control of the Contractor, the Contractor shall perform the work in accordance with the approved schedule and prepare revisions and updates in a timely manner.

The Contractor's schedule of services shall show the dates on which each part or division of the work is expected to be started and completed and shall show all submittals associated with each work activity, allowing a minimum of fifteen (15) calendar days for the Administrator's review of each submittal unless a longer period is specified elsewhere in this Contract. The work activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the work and such that it provides an appropriate basis for monitoring and evaluating the progress of the work. A Gantt chart shall show all major work items, points of interface with the City and milestone submittals. The Contractor shall also submit a separate progress schedule listing all submittals required under the Contract and when the anticipated date each submittal will be provided.

The Administrator will review the Contractor's schedules and provide comments relative to overall compliance with requirements of the Contract documents.

Updated schedules shall be submitted at such other times as the City may reasonably direct. Upon approval of an amendment or issuance of a notice to proceed with a change, the approved amendments shall be reflected in the next schedule update submittal by the Contractor, or other update submittal approved by the Administrator.

The Contractor shall submit a written explanation with the original schedule submittal and show sufficient detail as to how the work is to be performed to enable the City to make an evaluation. If the explanation is not adequate to establish that the schedule is valid and practical, a review conference may be held to reach an understanding on required revisions. The Contractor shall make such revisions in the schedule and narrative and resubmit within ten (10) calendar days after the conference unless granted an extension by the Administrator.

The Contractor shall submit progress reports as specified by the Administrator. This may consist of a monthly narrative progress report and may include an updated schedule of services. The purpose of the report is to provide a brief description of the status of the work and to identify any problems and open issues that may affect timely completion.

As directed by the Administrator, the Contractor shall participate in progress meetings. These meetings shall be held monthly or more frequently as determined at the discretion of the Administrator. All meetings are to be comprehensively documented by the Contractor and related documentation distributed to attendees.

4.6 Additional Program Elements, Technologies, and Revenue Generating Activities

Throughout the Contract Term, Contractor shall, at its own expense, shall bring to the City for its review and approval new forms of street furniture, technology, and revenue generating and advertising programs that may increase STAP revenues or otherwise contribute to the achievement of Program goals.

The Contractor shall present proposed additional street furniture, technology, and revenue generating opportunities to the City using a template that details the full capital and operating cost of the proposed street furniture, technology, or opportunity; the estimated revenue; and how the proposed street furniture, technology, or opportunity contributes to the achievement of the goals of STAP.

During the Initial Term, Contractor shall, at its own expense, submit to the City proposals for the consideration these new technologies or programs:

- 5G technology in Program Elements
- Free Wi-Fi at specific Program Element locations
- Experiential marketing/advertising opportunities
- New sales technologies

The Parties understand and agree that potential streams of revenue associated with experiential marketing and other advertising opportunities may have an additional cost of implementing such marketing and advertising campaigns and, as such, to the extent any such implementation costs are borne by the Contractor, those costs may, upon City approval, be deducted from Gross Revenues prior to being included in the calculation of Revenue Share. Contractor shall be responsible for the operation and maintenance of any additional Program Elements, technology, and advertising opportunities.

4.7 Annual Program Reporting and Review

The City and Contractor will conduct an Annual Program Review to assess the overall performance of the STAP, including the following matters relating to the management of STAP:

- Review of Advertising Policy
- Additions, amendments, or deletions to/from the approved Kit-of-Parts
- Review of STAP advertising strategies
- Review of advertising occupancy rates
- Review of parameters for ad panel sizes
- Review of parameters for Digital Displays
- Review of STAP sponsorships
- Annual review of the Contractor's business and sales plans
- Monitoring of the achievement of STAP goals
- Review of STAP purchases and Contractor's adherence to budgeted amounts
- Review of the Contractor's Bond requirements
- Review of Contractor capital requests and payment and reimbursement of Contractor expenditures
- Review of Contract financial matters such as the Minimum Annual Guarantee, the revenue share, and the developing of new sources of Program revenues.
- Review of fees and costs that should be capitalized by the City rather than paid for from Program revenues or the Reinvestment/Reserve Fund.
- Review of the environmental impact of the Program and the Contractor's sustainability practices

The Contractor shall prepare an Annual Report to be submitted to the City no later than January 31st of each Contract Year, which will include a report on all the matters referenced above for the previous Contract Year. Included in the Annual Report will be updated Business and Sales Plans based upon the Contractor's assessment of the previous year's activities. The Annual Program Review will take place no later than the second week in February of each Contract Year.

4.8 Contractor Evaluation and Performance Criteria

The City shall evaluate the performance of the Contractor annually to ensure compliance with the conditions of the Contract. The Contractor shall fulfill its obligations in all material respects, including the performance of services required to successfully manage the STAP. Contractor acknowledges that its performance will be measured by the achievement of the Performance Criteria listed below.

Task	Criteria
STAP Roll Out Schedule and Implementation	Contractor implements STAP in accordance with Exhibit A, Section 2 – Program Implementation. Contractor prepares and adjusts the STAP Roll Out Schedule in accordance with Article 4.5 of the Contract. 1. Contractor submits progress reports to City in the format/s and timelines requested by City. 2. Contractor identifies issues affecting the Roll Out Schedule. 3. Contractor conducts effective public outreach that supports implementation and on-going program initiatives. Contractor implemented STAP Revitalization Program in accordance with Exhibit A, Section 3. Contractor implemented STAP Public Art Program in accordance with Exhibit A, Section 10.5. Contractor performs site work in accordance with Exhibit A, Section 8.
Design / Manufacture	Contractor developed and adjusts the Kit-of-Parts in accordance with Exhibit A, Section 4. Contractor manufactures Program Elements in accordance with Exhibit A, Section 5.
Program Administration	Contractor budgets and remits payments for Capital Costs in accordance with Article 10 of the Contract. 1. Contractor adheres to capital budgets with no cost overruns. 2. Contractor pays for Capital Costs on time. 3. Products and services received from Contractor are of the quality and quantities specified in the Kit-of-Parts, purchase orders, invoices, and/or receipts. Contractor makes payments to City and provides corresponding reports in accordance with Article 10.4 of the Contract. 1. Contractor provides an annual reconciliation and, if applicable, a true-up payment.
Program Operations	Digital Displays are operated according to the parameters set forth in Exhibit A, Section 6. Content Management System is operated according to Exhibit A, Section 7. Contractor conducts sales and advertising in accordance with Exhibit A, Sections 10 and 11. Contractor conducts any data collection in accordance with Exhibit A, Section 13.
Maintenance	Contractor has maintained Program Elements in accordance with Exhibit A, Section 9 – Maintenance.

	1. Contractor reports all maintenance activities into StreetsLA's Asset Management System in real time. 2. Contractor responds to maintenance issues according to set timelines. 3. Contractor has not been assessed any Liquidated Damages.
Annual Reporting	The Contractor prepares and submits an Annual Report in accordance with Article 4.7 of the Contract.
Program Growth / Innovation	The Contractor has recommended or proposed opportunities for Program improvement, growth or innovation in any of the following categories: • Sales and marketing • New revenue opportunities • Technology • Smart technology • Digital infrastructure • Improved or increased amenities

The City shall solely determine at its reasonable discretion whether the Contractor's performance is satisfactory or unsatisfactory based upon the achievement of the performance criteria above. The City may notify the Contractor in writing when an issue of unsatisfactory performance arises. Such notification shall include detailed corrective steps necessary to cure such unsatisfactory performance. The Contractor shall make an initial response within two (2) business days of receipt of the City's notice that provides, for the City's approval, an effective cure or remediation plan that shall be completed within 30 business days, unless such condition is not capable of being cured in such timeframe, in which case the City may, at its option, direct the Contractor to take all steps necessary to cure such deficiency as quickly as possible or within such other timeframe that the City may direct.

Contractor's failure to respond and/or implement an acceptable cure for its unsatisfactory performance within the required timeframes shall be cause for the City to terminate this Contract. The City reserves the right to perform corrective actions for unsatisfactory performance itself or hire a third-party to perform those actions if the Contractor fails to respond or implement an acceptable cure, and the Contractor shall pay all actual costs or charges incurred by the City. The City will invoice the Contractor directly for any costs or charges incurred by the City, and the Contractor shall pay the City for all amounts invoiced within 30 business days of Contractor's receipt of invoice.

ARTICLE 5 – CONTRACTOR PERSONNEL

Unless otherwise provided or approved by City, Contractor and its Subcontractors shall utilize their own employees to perform the services described in this Contract. City shall have the right to review and approve any personnel who are assigned to work under this Contract. Contractor shall remove personnel from performing work under this Contract if requested to do so by City based on reasonable cause and valid business reasons as determined by the City.

Contractor designates the persons identified in its Technical Proposal as Contractor Personnel. All technical specialists assigned to tasks within the Scope of Services shall be subject to the Administrator's approval.

Contractor agrees that Contractor Personnel shall serve in their designated positions as long as desired by City and so long as such personnel remain in the employ of Contractor. Contractor shall not change personnel assigned to these positions without the prior written consent and approval of the Administrator, provided such consent shall not be unreasonably withheld.

ARTICLE 6 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

The City designates the Director of the Bureau of Street Services, or his/her duly appointed representative as its Administrator, representing the City in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term "approval of City," "consult with City," "confer with City," or similar terms are used, they shall refer to the Administrator. The Administrator may designate an assistant to act in their stead.

The City shall furnish, without charge, all Coordinated Street Furniture Program data, standard plans and specifications and any other information which the City now has in its files that may be of use to Contractor.

6.1 City Cooperation and Collaboration

The City will make good faith efforts to provide the cooperation and collaboration necessary to achieve the goals of STAP.

6.2 Site Approvals and Permitting

In consideration of the obligations undertaken by Contractor, the City shall in good faith provide, in accordance with the procedures set forth in this Contract, a blanket permit authorizing the installation of Program Elements as described in Article 3 at Bus Stops, Bus Stop Zones, and other locations within Public Rights-of-Ways as authorized by the Board of Public Works and accepted by the Administrator. In the event the City is unable, notwithstanding its good faith efforts, to approve the minimum number of sites sufficient to install the number of Program Elements contemplated by this Contract, the City shall not be in default of its obligations, nor shall the Contractor be in default, if, as a direct result of the City's failure to approval the minimum number of sites, Contractor is unable to install the minimum number of Program Elements. As a result of such an event, City and Contractor may renegotiate the terms and conditions pursuant to Article 11 of this Contract.

6.3 Site Objections by Adjacent Property Owners

When there is a Program Element located, or proposed to be located, directly adjacent to one or more buildings, or directly across a sidewalk from a building(s), and the property owner or ground floor tenant of such building(s) objects to the approval of the Program Element, the Administrator and Contractor will mutually review the site objection. If the site objection is deemed valid by the Administrator, then the CITY and the CONTRACTOR will mutually determine how to resolve the site objection, which may include the temporary or permanent

removal of the Program Element from that location. The content of advertising shall not be considered a valid basis for a site objection.

When reviewing a site objection, the Administrator and CONTRACTOR shall conduct an on-site field meeting, including the objecting party when feasible, to discuss the site objection and determine if the site objection is valid and whether any adjustment to the location of the Program Element or other action will resolve the site objection.

If the site objection is determined by the Administrator to be valid and the Administrator and CONTRATOR and objecting party are unable to resolve the site objection following the on-site meeting, the Administrator may request the objecting party to provide the CITY with a written letter stating the basis of their site objection.

Within 90 days of receiving the objection letter requested by the Administrator, or such other time that the Administrator determines is appropriate, the Administrator shall submit a report of the unresolved site objection to the Board of Public Works for its consideration. Any decision from the Board of Public Works on the site objection shall be final. In reviewing a site objection pursuant to this Article, the Board shall consider the overall interests of CITY in meeting the requirements of this Contract.

No third-party beneficiary rights are created by this Article.

6.4 City Responsibilities

The Administrator will exercise oversight of the Contractor's activities in achieving the goals of STAP. Representing the City's interest, the Administrator will resolve day-to-day issues that may arise during the Contract Term and provide the Contractor with timely responses on the quality of its work and its achievement of the performance criteria detailed in Article 4.8.

City is responsible for all Capital Costs associated with STAP, unless otherwise stated herein or agreed to by the parties, including but not limited to:

1. The acquisition of Program Elements
2. Replacement and upgraded units, parts and components
3. Construction and installation related expenses
4. Design & consulting related expenses
5. Systems integration related expenses

The hard costs of acquiring Program Elements, replacement and upgraded equipment as well as the direct costs associated with their installation are Capital Expenses. Costs for related services, design, consulting and systems integration, are Capital-related Services or Capital Services.

6.5 City Oversight

The City will have the right to inspect all documents, records, data and other information related to or affecting the Contractor's obligations under this Contract. The Contractor, upon

the City's request, shall provide to the City sufficient information about its business practices to enable the City to better understand how the Contractor will achieve the operational and financial requirements of STAP. The Contractor retains the right to request that confidential or proprietary information contained in these documents should not be disclosed by the City to third parties. Contractor acknowledges that the City is obligated to follow the requirement of the California Public Records Act. In the event that City is unable to maintain the confidentiality of any proprietary information, it shall communicate such to Contractor so that Contractor has the opportunity to take appropriate steps to preserve the confidentiality of such documents from third parties. The City's oversight will include inspection of the manufacture, installation, maintenance, removal, and restoration of Program Elements.

ARTICLE 7 – TIME OF EFFECTIVENESS

The Initial Term of this Contract shall begin on the date of full execution of this Contract and shall expire on December 31, 2032 (Initial Term) unless terminated as provided under Article 8. The City, at its sole discretion, may grant up to two (2), five (5) year extensions.

The City reserves the sole right to renew the Contract for the five-year periods which will begin at the end of the Initial Term. Granting of the second five-year option is not guaranteed by the granting of the first five-year option.

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor;
B. This Contract has been approved by the City Council and the Board of Public Works;
C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
D. This Contract has been signed on behalf of the City by President of the Board of Public Works or by two commissioners of the Board.

For purposes of this Contract, Contract Years will begin on January 1st of each year of the Contract Term.

ARTICLE 8 - TERMINATION

A. Termination for Convenience

City may terminate this Contract for City's convenience at any time by providing the Contractor thirty days written notice. Upon receipt of the notice of termination, the Contractor shall immediately take action not to incur any additional obligations (including selling commercial advertising on Program Elements), costs or expenses, except as may be necessary to terminate its activities. City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs

incurred by Contractor to effect the termination. Thereafter, Contractor shall have no further claims against City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Contractor agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.

B. Termination for Unsatisfactory Performance

City reserves the right to terminate the Contract if the Contractor receives more than six (6) unsatisfactory performance notices within one calendar year with those notices being in compliance with Article 4.8. The Parties shall work together to transition Contractor's responsibilities to a third-party of the City's choosing. Termination does not affect the obligation of the City to pay to Contractor any amounts incurred by Contractor for Capital Costs hereunder and does not affect any obligations that have accrued prior to and including the date of termination.

C. Termination for Breach of Contract

1. Except as provided in Article 23 and notwithstanding the provisions in Article 8-B, if Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give the Contractor written notice of the default. City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of City. Additionally, City's default notice may offer the Contractor an opportunity to provide City with a plan to cure the default, which shall be submitted to City within 15 days of the City's notification of Breach of Contract or within such other time that the City may require. At City's sole discretion, City may accept or reject the Contractor's' plan. In the event that the City rejects the Contractor's plan it shall provide in writing its reason or reasons for such decision and the City may, at its sole discretion, provide Contractor the opportunity to propose an alternate plan to cure the default. If the default cannot be cured or if the Contractor fails to cure within the period allowed by City or provide an acceptable plan, then City may terminate this Contract due to the Contractor's breach of this Contract.

2. If the default under this Contract is due to Contractor's failure to maintain the insurance required under this Contract, Contractor shall immediately (1) suspend performance of any services under this Contract for which insurance was required, and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. Contractor shall not recommence performance until Contractor is fully insured and in compliance with City's requirements. Contractor shall obtain the required insurance within

24 hours from notification by the City and shall notify the City if it is unable to obtain the required coverage. In no event shall the City be required to compensate Contractor for any costs or cost increases, including capital expenditure costs or cost increases, including delay costs, resulting from Contractor's failure to maintain its required insurance.

3. If a federal, state or local proceeding for relief of debtors is undertaken by or against Contractor, or if the Contractor makes an assignment for the benefit of creditors, then City may immediately terminate this Contract.

4. If the Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates City's laws, regulations or policies relating to lobbying, then City may immediately terminate this Contract.

5. Acts of Moral Turpitude
    a. Contractor shall immediately notify City if Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. If Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.

    c. If the Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Contractor an opportunity to present evidence of Contractor's ability to perform under the terms of this Contract.

    d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Contractor.

6. In the event City terminates this Contract as provided in this section, City may procure, upon such terms and in the manner as City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to City for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8(A) Termination for Convenience.

8. The rights and remedies of City provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

D. In the event that this Contract is terminated, Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

E. In the event of termination, and if directed by the City, the Contractor shall transfer all licenses, advertising contracts, maintenance contracts, and other services contracts to the City or its designated representative as directed by the City and to the extent such licenses and/or contracts are assignable.

ARTICLE 9 - SUBCONTRACTOR APPROVAL

The Contractor shall only use subcontractors identified in its proposal to assist in performance of this Contract. Subcontractors cannot be substituted without the prior written approval of the City. The Contractor is required to provide the City a list of all proposed subcontractors including the name and address of the firms.

Contractor shall remain responsible for performing all aspects of this Contract and paying all subcontractors. The City has the right to approve Contractor's subcontractors and the City reserves the right to request replacement of subcontractors. The City does not have any

obligation to pay Contractor's subcontractors and nothing herein creates any privity between the City and the subcontractors. For purposes of this Article, wholly owned subsidiaries of Contractor shall not be considered subcontractors.

ARTICLE 10 – CAPITAL EXPENDITURES, PAYMENTS TO CITY, INVOICING AND PAYMENT

10.1 Capital Expenditures

The process for budgeting capital needs, review and approval of Contractor capital funding requests, and evaluation of the return on the City's capital investment in Program Elements and STAP will be coordinated by the City and the Contractor during the Contract Term.

The Contractor shall not be obligated for any capital expenditures unless and until approved and committed by the City.

10.1.2 Use of STAP Capital Funding

STAP capital funding can only be used for City-approved Capital Costs. The Contractor may use STAP capital funding to directly pay for approved purchases of Program Elements (which shall include approved services related to the installation, related software and other intangible assets, and capital improvements of any such assets) or the Contractor, at its option and with the City's written approval in advance, may purchase the assets and the City shall reimburse the Contractor for the costs using STAP capital funding. The Contractor shall present requests and justifications for capital expenditures and for reimbursement of capital expenditures in accordance with this Article 10.

10.1.3 Availability of Capital Funding

The City shall notify the Contractor of the availability of capital funding monthly, at least 30 days prior to the month which the funding is required to allow for the timely preparation of capital funding requests.

10.1.4 Purchases Utilizing STAP Capital Funding

The Contractor shall purchase all Program Elements in the name of the City to avoid payment of Possessory Interest and other taxes. The City shall review the final specifications of all Contractor purchases and shall have final approval of the selection of vendors.

10.1.5 Capital Needs Assessments

At the beginning of the Program, the Contractor shall prepare for the City's review and approval a proposed capital needs assessment for the Program based on its Proposed Project Cost Breakdown; BAFO (Exhibit C).

The Contractor shall prepare for the City's review and approval an annual capital needs assessment based on the Program's Roll Out Schedule and Annual Program Review. The needs assessment will identify capital funding requirements for the next five years of the Program and detail monthly capital outlay, the anticipated revenue that would result from the investment, and how the investment would achieve the goals of the Program.

10.1.6 Capital Funding Requests

All proposed capital funding requests will be prepared by the Contractor for the City's review and approval. The Contractor shall prepare its proposed capital funding requests based on Proposed Project Cost Breakdown; BAFO (Exhibit C) and the City-approved capital needs assessment, and in conjunction with further adjustments as agreed to by the Parties. The Contractor's proposed capital funding requests will include the following information:

a) Product or Service Description: A summary description of the product or service to be purchased. Validation that the product or service is a STAP Capital Cost as described in Article 6.4.
b) Purchase Justification: Documentation of the estimated return on the investment of capital, particularly that the purchase is supportive of the achievement of the goals of the Program.
c) Capital Cost Estimate: A detailed good faith estimate of the costs including, as requested, an estimated break down of the design, engineering, manufacturing, installation, site preparation or restoration, and transportation costs.
d) Annual Operating Cost and Revenue Impact of the Purchase: An estimate of the annual operating costs of the product or service being purchased and an estimate of the impact of the purchase on Program revenues.

10.1.7 Review and Approval of Capital Funding Requests

The City will review all proposed capital funding requests prior to the use of any capital funding allocated to STAP. Requests for capital funding during the beginning of the Program may be allowed as soon as capital funding is available to the Program. Following the first full Contract Year of the Program, all subsequent proposed capital funding requests will be presented to the City for its review and approval at least 180 days in advance of the date the funding is needed. The City has the sole approval to draw capital funding for STAP Capital Costs.

10.1.8 Capital Purchasing Process

Upon approval by the City of Contractor's proposed capital funding request, the Contractor will be issued a purchase order approval form by the City that details the products or services to be purchased and the amount of capital funding to be utilized for the purchase.

Within 30 days of the City's approval, the City will have available for disbursement to the Contractor the required capital funding for the purchase of materials and labor directly related to the construction and installation of Program Elements. Contractor shall promptly pay for all purchases of material and labor and all other expenses associated with the construction and installation of Program Elements and shall cause all of its subcontractors to do the same. Contractor shall be solely responsible for any damages or claims arising out of late or insufficient payments.

Capital-related Services will be invoiced to the City as work is performed and in accordance with Article 10.2 Capital-Related Services.

10.1.9 Inspections and Proof of Delivery

The City will have the right to inspect the delivery of services and the manufacture of products at the manufacturing facilities. The Contractor must ensure that the products and services provided for STAP are developed, manufactured and delivered using industry standards and best practice in accordance with the Contractor's proposal, BAFO and the City-approved Kit-of-Parts.

The Contractor shall be required to verify the quality and quantity of the products and services received by the Contractor. Products, such as Transit Shelters, pillars, Kiosks, Icon Panels, Shade Structures, Digital Displays and other Program Elements, shall be entered into the StreetsLA Asset Management System by the Contractor, a process that will verify the proof of delivery requirement. The Contractor shall verify the proof of delivery of services when the supplier has completed or delivered the service. The Contractor shall utilize the payment of the supplier invoices as proof of delivery of the service. In the case of software and other licenses obtained using City capital funds, the Contractor shall utilize the licensing agreement as the proof of delivery.

In the event of a discrepancy between actual delivery of products or services, or either not being of an acceptable quality as determined by the City, Contractor shall be responsible to have all such incomplete or inadequate products or services provided at its own expense. In addition, Contractor shall be responsible for any damage that may occur to materials that are delivered to Contractor and are in Contractor's possession prior to the installation of the completed Program Element.

All purchases, products, and services shall be documented in the StreetsLA Asset Management System.

10.1.10 Grant and Other Funding Opportunities

The City will explore other federal, state, and local grant funding as well as funding from not-for-profit and for-profit private organizations. These grant funds will be sought in response to specific geographic, demographic, environmental, social, or economic needs. The City, at its sole discretion, may accept not-for-profit or for-profit private sector funding for location-based, purpose-based, or overall STAP capital needs.

10.1.11 Donations of Funding, Program Elements, and In-Kind Services

The City may, at its discretion, allow private sector in-kind contributions of services, especially the maintenance of Program Elements by not-for-profit or for-profit organizations or individuals, and contributions of Program Elements purchased by parties such as those mentioned above. Only Program Elements that adhere to STAP design criteria are likely be accepted into the Program. The City may allow elements to be contributed to the Program that do not adhere to STAP design criteria if those elements

are deployed pursuant to this Contract as part of special programs as described in Article 3.

10.2 Capital-Related Services

For Capital-related Services, identified in Article 6.4, provided by Contractor under this Contract, reimbursement to the Contractor shall be provided on a Lump Sum Basis up to the City-approved amount in a funding request.

10.2.1 Lump Sum Basis

Lump Sum Basis is a method of compensation whereby Contractor will be reimbursed for Capital-related Services. All of the Contractor's costs including employee salaries, overhead, other direct costs, and subcontract costs are included in the Lump Sum Amount.

10.2.2 Invoicing and Payment

a. Contractor shall, once each month, submit to Administrator the support documents for the payment capital-related service costs in a format acceptable to the City which will include all costs for services provided during the preceding month. Administrator shall review Contractor's payment support documents and notify Contractor of exceptions or disputed items and their dollar value within fifteen (15) days of receipt.

b. Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be required by Administrator to establish the amount of allowable expenses.

c. City shall pay Contractor all undisputed amounts approved for payment within sixty (60) days after Administrator receives Contractor's correct and valid invoice including all required documentation.

d. An MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (EXHIBIT D, Schedule C), listing MBE/WBE/SBE/EBE/DVBE/OBE amounts invoiced shall also be submitted as part of the monthly invoice. Contractor must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoice shall be paid without the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile.

e. All invoices shall be subject to audit. Support for any items less than $25 need not be submitted by Contractor unless specifically requested by City.

f. Contractor shall notify the Administrator in writing when costs reach 75 percent (75%) of the amount authorized for the City-approved purchase order. Failure to provide written notification may result in late payment of invoices.

g. City shall not be obligated to reimburse Contractor for costs incurred in excess of a City-approved purchase order.

h. City liability under this Contract shall only be to the extent of the present appropriation to fund the Contract. No action, statement, or omission of any officer, agent, or employee of City shall impose any obligation upon City, such officer, agent, or employee, except to the extent City has appropriated funds and otherwise in accordance with the terms of this Contract.

Contractor and City agree that no indebtedness for work performed which results in costs under this Contract shall arise against City until and unless there is an appropriation of funds to pay for such work. However, if City shall appropriate funds for any successive fiscal years, City's liability shall be extended to the extent of such appropriation subject to the terms and conditions of this Contract.

10.3 Prevailing Wages

For only those workers qualifying for Prevailing Wages, the Contractor shall comply with the following requirements.

The Contractor shall comply with all provisions of the Labor Code of the State of California relating to Public Works wages, and in specific, with those requiring the Contractor: (1) to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work, and (2) to post a copy of the "General Prevailing Wage Rates" at the employee's place of work, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be the rates determined by the Director of the Department of Industrial Relations of the State of California. Copies of said rates are on file with the BOARD.

The Contractor and the Contractor's subcontractors of any tier shall pay the full amount due at the time of payment computed at wage rates not less than those contained in the wage determination division applicable to the work regardless of any contractor relationship which may be alleged to exist between the Contractor and such subcontractor.

Prevailing Wages set by the State of California can differ depending on the area within the State and may be set outside the anniversary date of the Contractor's Contract execution. To obtain the most current prevailing wage rates, Contractor may contact the Office of Contract Compliance at (213) 847-2662 or obtain the current prevailing wage rates on the internet at www.dir.ca.gov.

Hourly salary rates or hourly billing rates that include applicable Prevailing Wage rates may vary from the hourly salary rates or hourly billing rates that do not include applicable Prevailing Wage Rates.

10.4 Payments to the City

10.4.1 One-Time Payment

The Contractor shall make a one-time payment of $6 million to be made in the first year

of this Contract, except as provided herein and consistent with the terms under Article 10.4.2 below.

10.4.2 Minimum Annual Guarantee

The Parties agree that during the Contract Term, Contractor shall pay to the City a Minimum Annual Guarantee ("MAG") associated with advertising sales to be calculated and paid as follows:

a. CONTRACT YEAR 1

i. In Year 1 of the Contract Term, in the event that Existing Street Furniture is used for the sale of advertising, the MAG amount shall be equal to and the same as the One-Time Payment of Six Million Dollars ($6,000,000) which shall be paid to the City in two equal installments. The first payment shall be due at least 30 days prior to the end of the City's fiscal year, and the second payment shall be due on or before the last day of the first Contract Year.

ii. In the event that Existing Street Furniture is not used for the sale of advertising, the Year 1 MAG shall be equal to and the same as the One-Time Payment of Six Million Dollars ($6,000,000) which shall be paid to the City in two equal installments. The first payment shall be due at least 30 days prior to the end of the first Contract Year, and the second payment shall be due at least 30 days prior to end of the City's fiscal year.

Any Year 1 MAG installment payment date that falls into the second Contract Year, such payment or payments shall still be issued at such date; however, the payment or payments shall be treated as the Contract Year 1 MAG for the purposes of calculating Revenue Share (as detailed in Article 10.4.3 below), and such payment shall not affect the MAG for Contract Year 2 in any way or offset or reduce the Revenue Share calculation for Contract Year 2.

b. REMAINING CONTRACT YEARS

Beginning in Contract Year 2 and throughout the Contract Term, the MAG amount shall be calculated and paid as follows:

i. In the event that Existing Street Furniture is used for the sale of advertising, then the MAG amount shall be Ten Million Dollars ($10,000,000) (the "Base MAG"), which shall be paid quarterly in arrears with equal installments beginning at the end of the first quarter of Contract Year 2.

ii. In the event that Existing Street Furniture is not used for the sale of advertising, then the MAG amount due for each calendar quarter shall be equal to Two Million and Five Hundred Thousand Dollars ($2,500,000) multiplied by the quotient of the number of bus shelters installed by Contractor and were in place for the entirety of the prior quarter divided by the total number of shelters expected to be installed by Contractor during the Contract Term (i.e., 3,000). An example of this calculation is

given below. Following the completion of the Roll Out, the MAG amount shall be Ten Million Dollars ($10,000,000) (the "Base MAG"), which shall be paid quarterly in arrears with equal installments beginning the first calendar quarter after the Roll Out for the previous quarter was completed.

FOR EXAMPLE ONLY - CALCULATION FOR REMAINING CONTRACT YEARS b.:

Contract Year 2 – Total Shelters to be installed according to Proposed Roll Out Schedule

Quarter	Shelters Installed	Calculation	Resulting Payment
1	166	(166/3000) x $2.5 MM	$138,333
2	332	(332/3000) x $2.5 MM	$276,667
3	498	(498/3000) x $2.5 MM	$415,000
4	664	(664/3000) x $2.5 MM	$553,333

10.4.3 Revenue Share

The Contractor shall pay to the City a revenue share amount of 60.5% of Gross Revenues ("Revenue Share").

The Revenue Share due to the City shall be calculated by Contractor and paid quarterly to the City within 30 days following the conclusion of each quarter of a Contract Year. The Contractor's Revenue Share payment to the City shall be equal to 60.5% of the Gross Revenues less any MAG due to the City for that quarter. In all cases, City shall be entitled to the greater of the Minimum Annual Guarantee and the Revenue Share as calculated on an annual basis.

At the end of each Contract Year, the Contractor shall provide an annual reconciliation that details the amounts paid to the City in the forms of the Minimum Annual Guarantee and the Revenue Share payments and compare this amount to the amounts of Minimum Annual Guarantee and Revenue Share that were due to the City for that year. If the reconciliation reflects that Contractor has underpaid the City, a true-up payment shall be made by Contractor to the City within 30 days of the reconciliation. In the event the reconciliation reflects that Contractor has overpaid the City, the Contractor shall be entitled to take a credit on any upcoming payment due to the City.

Late payments from Contractor that are not cured within five (5) business days from receipt of notice from the City, may be assessed an interest rate as of the day after such payment was due and shall continue to accrue such interest each month until such payment is made at a rate equal to one and a half percent (1.5%).

The Revenue Share shall be subject to annual review of Gross Revenues, occupancy rates, the rates at which STAP advertising space is sold in comparison with other Los Angeles Designated Market Area media, economic and market conditions, relevant operational costs, and the Contractor's achievement of the performance criteria. Should operating expenses exceed or fall below those amounts listed in Exhibit C due to factors beyond the City or Contractor's control including, but not limited to excessive vandalism of Program Elements and fluctuation in energy costs, the overall Revenue Share may be adjusted to accommodate such factors as described below.

The Contractor may request that the City adjust the Revenue Share percentage including evidence of an ongoing, material change in circumstances impacting the Contractor sufficient to justify the requested adjustment. The City shall, in good faith, decide on any such adjustments; however, at no point during the Initial Term shall the Revenue Share percentage increase or decrease by more than 2% in the aggregate. Should the City, at its discretion, agree to a reduction of its Revenue Share at any time during the Contract Term, the Contractor must provide, on an annual basis thereafter, sufficient evidence to justify a continuation of the reduction. The City reserves the right to reset the Revenue Share back to the 60.5% of Gross Revenue value should it believe the circumstances no longer warrant the reduction.

10.4.4 Bad Debts/Late Collections

The Contractor, at its own expense, agrees to use all commercially reasonable efforts to ensure that bad debts are less than two percent (2%) of STAP Gross Revenues in the aggregate based on a calendar year period. The City will review all bad debt claims more than this two percent before deciding whether to agree to relieve the Contractor of the burden paying Revenue Share to the City on these uncollectible accounts.

The Contractor shall employ all prudent business practices to collect all Program revenues within a time period consistent with industry standards for advertising on Program Elements. These practices shall include, but are not limited to, reviewing credit reports; establishing and educating advertisers to payment terms; encouraging payment using credit card, electronic funds transfer or other form of direct payment; issuing invoices promptly within ten working days of the end of advertising contracts and consistently reviewing and identifying invoices that are overdue or beyond 30-days.

10.4.5 Commissions

Commissions up to 17% for recognized media buying and advertising agencies may be deducted prior to calculating Gross Revenue if not previously withheld from payments received by Contractor. Recognized advertising agencies are those acknowledged by major media outlets (television, radio, print, out-of-home and on-line) as placed media buys for clients.

Contractor shall report all commissions paid or withheld in its sales reports submitted to the City.

10.4.6 Payment Terms

The Contractor shall make payment to the City as described in this Section 10 utilizing Electronic Funds Transfer into the City's designated account no later than 30 days after the end of each quarter. Payments received after that date will be considered late and may be assessed a late charge.

The Contractor shall furnish the City a detailed report of Gross Revenue received for the reporting period in electronic formats and, to the extent requested by the City, copies of all applicable advertising contracts. The Contractor shall include in its report all commissions paid and/or withheld.

Except for amounts generated during the Contract Term and any amounts due to the City, the MAG obligation and Revenue Share obligations shall end on the date of expiration or termination of the Contract.

10.5 Buy Out of CSFP Inventory

For the purpose of this Article 10.5 only, the following definitions from the preceding contract, C-102477 Agreement for Coordinated Street Furniture, are used:

- ***"Non-APT Street Furniture**: All Street Furniture other than APTs [Automatic Public Toilets]."*
- ***"Street Furniture**: Each and every structure installed or to be installed pursuant to this [CSFP] Agreement."*

Should the City desire for Contractor to utilize the Non-APT Street Furniture from the CSFP for the sale of advertising during the Rollout period of STAP, the City will issue written notice to Contractor. If the City determines that such authorization may result in the circumstances contained in Section 6.3(b)(iii) of the CSFP Contract, then the City may cause Contractor to pay the incumbent an amount equal to the fair market value of the Non-APT Street Furniture (the "Transition Payment"). Contractor agrees that, if directed, it shall engage in negotiations with the incumbent to agree upon the fair market value of the Non-APT Street Furniture as defined in the CSFP Agreement. For the avoidance of doubt, the City's decision to cause Contractor to engage in the discussions with the incumbent shall in no way be interpreted as an indication that the circumstances described in Section 6.3(b)(iii) have occurred or are in any way applicable.

Ownership of all Non-APT Street Furniture from the CSFP will be the absolute property of the City, and the City will have every right, title, and interest therein, free, and clear of any liens, and any interest in Non-APT Street Furniture.

10.6 Financial Audit

In addition to the requirements of Article 4.1, the Contractor shall maintain and require its subcontractors to maintain, in accordance with generally accepted accounting principles, books, records, and other compilations of data pertaining to the Contractor's services, delivery of materials, and other items in such detail as to substantiate claims for payment or

for collections on behalf of the City under this Contract.

Upon seven (7) days written notice, the City or designated representative (including an independent auditing firm) will have the right to examine and audit all data and records of the Contractor relating to its performance under this Contract. The Contractor shall make available its Project Manager, financial staff as well as all records and data maintained by the Contractor for the purposes of performing a financial performance audit.

The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than five (5) years after the end of the Contract Term, except in the event of litigation or settlement of claims arising from the performance of this Contract until the disposition of all such litigation, appeals, claims or exceptions related thereto.

The Contractor, being bound by all applicable state and federal regulations, expressly agrees to hold the City harmless against all audit exceptions or denials of reimbursement arising from a Contractor violation of the terms and conditions of state and federal laws. The Contractor shall make restitution to the City of such amounts of money as are withheld from the City by state, federal, county, or local agencies or organizations due to Contractor noncompliance with applicable state and federal law. Restitution will be made no later than thirty (30) days after receipt of notification from the City of the amount due to the City.

ARTICLE 11 - AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of Article 7.

ARTICLE 12 - INSURANCE

During the term of this Contract and without limiting the Contractor's obligation to indemnify, hold harmless and defend City, Contractor shall provide and maintain at its own expense a program of insurance having the coverage and limits not less than the required amounts and types determined by the Office of the City Administrative Officer, Risk Management (template Form Gen 146 in Exhibit E hereto). The insurance must: (1) conform to City's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit E hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Contractor shall comply with all Insurance Contractual Requirements shown on Exhibit E hereto. Exhibit E is hereby incorporated by reference and made a part of this Contract.

ARTICLE 13 - INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent or employee of City. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of City.

ARTICLE 14 - WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR

The Contractor warrants that the work hereunder shall be completed in a manner consistent with

professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.

ARTICLE 15 - INDEMNIFICATION

Except for the active negligence or willful misconduct of City, or any of its Boards, officers, agents, employees, assigns, and successors in interest, Contractor shall defend, indemnify and hold harmless City and any of its Boards, officers, agents, employees, assigns and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

ARTICLE 16 – INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its Boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its Subcontractors, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product (as defined in Article 18 Ownership and License) furnished by Contractor, or its Subcontractors, under this Contract, provided the foregoing indemnity shall not apply if the infringement arises out of any intellectual property or similar materials provided by or on behalf of the City. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

ARTICLE 17 - INTELLECTUAL PROPERTY WARRANTY

Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

ARTICLE 18 - OWNERSHIP AND LICENSE

18.1 Ownership of Program Elements

The City will provide the capital to replace the existing CSFP inventory and to purchase the new STAP inventory. Ownership of all STAP Elements will be the absolute property of the City, and the City will have every right, title, and interest therein, free, and clear of any liens, and any interest in Program Elements, except with respect to any Elements owned by a third party or pursuant to a license or lease agreement. The City may pay an agreed upon cost for additional program elements that may be purchased by the Contractor for use in STAP.

18.2 Ownership of Other Work Products

'Pre-Existing Materials' shall mean the intellectual property, proprietary methodologies, programming tools, know-how, procedures, utilities, algorithms, models, and concepts of Contractor, which may be incorporated into software, software libraries, related source code, and software design. Contractor retains all right, title, and ownership interest in and to Contractor's Pre-Existing Materials. Contractor hereby grants to City a non-exclusive, perpetual, fully-paid license, to use or make derivate works based upon Contractor's Pre-Existing Materials solely to the extent such Pre-Existing Materials are incorporated within, and as reasonably necessary for City to use, any Work Products (as defined below).

Unless otherwise provided for herein, and excluding any Pre-Existing Materials but subject to the license granted in the preceding paragraph, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters, and combinations thereof, and all forms of intellectual property originated and prepared by Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of City for all its use in any manner City deems appropriate. Contractor hereby assigns to City all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. Contractor further agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.

Contractor agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause City irreparable harm. City may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude City from seeking or obtaining any other relief to which City may be entitled.

Contractor shall not provide or disclose any Work Products to any third party without prior

written consent of City or as required by law or legal process.

Any subcontract entered into by Contractor relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that City's ownership and license rights of all Work Products are preserved and protected as intended herein.

18.3 Commercial Use of Program Elements and Work Products

The City encourages the development of intellectual property that can meet the City's needs as well as develop commercial opportunities. If the Contractor finds a Program Element or Work Product is marketable, the City may allow the Program Element or Work Product to be licensed by the Contractor with both parties sharing an agreed amount of revenue.

The City grants to Contractor the irrevocable, unlimited, royalty free right to use any Program Element or Work Product for any non-monetary purpose, including, without limitation the right to modify, revise and improve or create derivative works from such Program Elements or Work Products.

Additionally, the City may submit said Program Elements or Work Products to an open-source community, in whole or in part.

ARTICLE 19 - MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. Contractor shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and City. In performing this Contract, Contractor shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

ARTICLE 20 – BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, Contractor shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. Contractor shall utilize the Regional Alliance Marketplace for Procurement (RAMPLA) at https://rampla.org, or any successor system, to perform and document outreach to Minority, Women, and Other Business Enterprises. Contractor shall perform subcontractor outreach activities through RAMPLA. Contractor shall not change any of its designated subcontractors or pledged specific items of work to be performed by these subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of City.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of any nature of the Contract shall be made without written consent of the parties to this Contract as required under Article 35. No third-party beneficiary interests are created by this Contract.

ARTICLE 22 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

All notices shall be made in writing and may be given by personal delivery or by mail. Such notices sent by mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the City:

Keith Mozee, Executive Director and General Manager

Bureau of Street Services

City of Los Angeles - Department of Public Works

1149 South Broadway-Suite 400

Los Angeles, California 90015

keith.mozee@lacity.org

213 847 3333

To Contractor:

Gene Oh, President

Tranzito - Vector LLC

1522 Park St

Alameda CA 94501

gene@tranzito.org

510 205 3006

AND

Marc Borykowski, CEO

Tranzito - Vector LLC

560 Lexington Ave

NY, NY 10022

marcb@vectormedia.com

ARTICLE 23 - EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, pandemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, industry-wide product shortages, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of Contractor shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time and at the same quality and price to permit Contractor to perform without delay. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event Contractor's delay or failure to perform arises out of a Force Majeure Event,

Contractor agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

ARTICLE 24 - SEVERABILITY

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

ARTICLE 25 - DISPUTES

Should a dispute or controversy arise concerning provisions of this Contract or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction as described in Article 27.

ARTICLE 26 - INTEGRATED CONTRACT, ORDER OF PRECEDENCE

This Contract sets forth all of the rights and duties of the Parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in Article 11 hereof.

The following Exhibits are attached hereto and are incorporated by reference in this Contract. To the extent there is an inconsistency between the provisions of this Contract and the Exhibits incorporated herein, the following order of precedence shall be used.

This Contract

Exhibit A – Scope of Services

Exhibit B – Proposed Roll Out Schedule

Exhibit C – Proposed Cost Breakdown; Best and Final Offer (BAFO)

Exhibit E – Insurance Requirements and Coverage

Exhibit F – City's Advertising Policy

In addition to the forgoing, Exhibit I – STAP Request for Proposals contains additional information that influenced the development of STAP and the conditions of this Contract. Language from this Exhibit is for reference to provide clarity on intentions but shall not be deemed part of this Contract. Where language from Exhibit I conflicts with language elsewhere in this Contract, the language in this Contract shall take precedence.

ARTICLE 27 - APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America,

the State of California, and City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to Contractor.

In any action arising out of this Contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

The City regards compliance with federal, state, and local regulations as a commitment not a challenge. The Contractor acknowledges its required compliance with these laws and regulations:

27.1. Highway Beautification Act

Contractor acknowledges that the Highway Beautification Act (Act) regulates Out-of-Home Advertising located along the National Highway System. Caltrans is responsible for outdoor advertising permitting and control along the Interstate and state highways in California. The Contractor is responsible to know and comply with all applicable requirements of the Act should STAP Program Elements be located along the National Highway System or state highways. Contractor shall be responsible for obtaining any permits required by Caltrans to facilitate the installation of STAP Elements within any rights-of-way administered by Caltrans. Contractor shall arrange and pay for permits required by Caltrans on the City's behalf and ensure any Caltrans permit issued for Program Elements names the City as the permittee.

27.2. Patriot Act Certification

The Contractor warrants that neither Contractor (including any joint venture partners) nor any subcontractors are listed on any of the lists maintained by the Office of Foreign Assets Control of the US Department of the Treasury, the Bureau of Industry and Security of the US Department of Commerce. Should any such listing occur, Contractor must immediately notify the City within 24 hours of Contractor becoming aware of such listing.

27.3. City of Los Angeles Privacy Policy

The Contractor shall comply with the City Privacy Policy and Digital Code of Ethics in regard to the collection and use of personally identifiable information. Data collected under STAP is the sole property of the City and will be used exclusively for the delivery and/or improvement of City services.

27.4. California Consumer Privacy Act

The California Consumer Privacy Act (CCPA) provides the public with greater control over the personal information that businesses collect from consumers. The Contractor shall comply with the CCPA including having a process for receiving and responding to public requests about data that may be collected under STAP.

27.5. City's Advertising Policy

The City's Advertising Policy is intended to control the content of advertising placed in Public Rights-of-Way and on City-owned structures, facilities, and rolling stock to ensure that subject matter is aligned with the standards of the community. The Contractor shall adhere to the Exhibit F - City's Advertising Policy, as amended from time to time. Exhibit F is hereby incorporated by reference and made a part of this Contract.

ARTICLE 28 - CURRENT LOS ANGELES City BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this Contract, Contractor shall maintain valid Business Tax Registration Certificate(s) as required by City's Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC") and shall not allow the Certificate to lapse or be revoked or suspended.

ARTICLE 29 - BONDS

Contractor shall provide an annual Performance Bond in the amount of 20 million dollars ($20,000,000) to City to guarantee fulfillment of its obligations during the first year of this Contract. The amount of the bond in subsequent Contract Years will be based upon the annual review of the Contractor's achievement of the performance goals during the previous year. At its sole discretion, the City may reduce the amount of the bond by up to 10% each year over the initial term of this contract based upon the Contractor's performance. The Performance Bond minimum amount shall not be lower than 10 million dollars ($10,000,000) for the remaining term of this Contract and options years.

All bonds required by City shall be filed within 30 business days of the Effective Date of this Contract with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

ARTICLE 30 - CHILD SUPPORT ASSIGNMENT ORDERS

Contractor shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, Contractor shall fully comply with all applicable state and federal employment reporting requirements. Failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of Contractor to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Contractor under this Contract. Failure of Contractor or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

ARTICLE 31 - LIVING WAGE ORDINANCE

Contractor shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. Contractor further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

ARTICLE 32 – SERVICE Contractor WORKER RETENTION ORDINANCE

Contractor shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

ARTICLE 33 - ACCESS AND ACCOMMODATIONS

Contractor represents and certifies that:

A. Contractor shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the most recently adopted version of the United States Accessibility Board's Public Right-of-Way Accessibility Guidelines (PROWAG), the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
B. Contractor shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
C. Contractor shall provide reasonable accommodation upon request to ensure equal access to City-funded programs, services, and activities;
D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Contractor understands that City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

ARTICLE 34 - WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 35 - ASSIGNMENT AND DELEGATION

Contractor may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

ARTICLE 36 - PERMITS

Contractor and its directors, officers, partners, agents, employees and subcontractors shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor's performance of this Contract and shall pay any and all fees required therefor. Contractor shall immediately notify City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to Contractor's performance of this Contract.

All permits obtained for Program Elements by Contractor shall be issued to the City; permits shall name the City as the permittee. The Contractor shall obtain all permits for Program Elements on behalf of the City.

ARTICLE 37 - CLAIMS FOR LABOR AND MATERIALS

Contractor shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by Contractor hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

ARTICLE 38 – BEST TERMS

Throughout the term of this Contract, Contractor, shall offer City the best terms, prices, and discounts that are offered to any of Contractor's customers for similar goods and services provided under this Contract.

ARTICLE 39 - Contractor RESPONSIBILITY ORDINANCE

Contractor shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

ARTICLE 40 - SLAVERY DISCLOSURE ORDINANCE

Contractor shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

ARTICLE 41 - RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by

an elected City office, Contractor, Contractor's principals, and Contractor's Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles City to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after this Contract is signed. Additionally, a Contractor subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any Contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("City") officials and candidates for elected City office for twelve months after the City contract is signed. You are required to provide the names and contact information of your principals to the Contractor and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

ARTICLE 42 – FIRST SOURCE HIRING ORDINANCE

Contractor shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

ARTICLE 43 – IRAN CONTRACTING ACT

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with City for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

ARTICLE 44 – SUSPENSION

At City's sole discretion, City may suspend any or all services provided under this Contract by providing Contractor with written notice of suspension. Upon receipt of the notice of suspension, Contractor shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to City until City gives written notice to recommence the services.

ARTICLE 45 – DATA PROTECTION

A. Contractor shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). Contractor shall notify City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. At City's sole discretion, City and its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement.
B. If City is subject to liability for any Data Breach or Security Incident, then Contractor shall fully indemnify and hold harmless City and defend against any resulting actions.

ARTICLE 46 - CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

Contractor shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

ARTICLE 47 - LIMITATION OF City's OBLIGATION TO MAKE PAYMENT TO Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for City to comply with its governing legal requirements, City shall have no obligation to make any payments to Contractor unless City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of the appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for the services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Contract.

ARTICLE 48 - COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

Contractor shall comply with all identity theft laws including without limitation, laws related to:

(1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, Contractor shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 49 - COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, Contractor shall comply with California Public Resources Code Section 5164 and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by City. Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at Contractor's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 50 - POSSESSORY INTEREST TAX

Rights granted to Contractor by City may create a possessory interest. Contractor agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, Contractor shall pay the property tax with no right to reimbursement or credit from the City. Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

Pursuant to the terms and conditions of this Contract, the Contractor will have no ownership interest of any kind in any of the STAP Program Elements and thereby will not have a possessory interest in any STAP Program Elements or in the Public Rights-of-Way in which they are installed.

ARTICLE 51 - CONFIDENTIALITY

All documents, information and materials provided to Contractor by City or developed by Contractor pursuant to this Contract (collectively "Confidential Information") are confidential. Contractor shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by City or as required by law. Contractor shall immediately notify City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or

termination of this Contract.

ARTICLE 52 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 of the Los Angeles Administrative Code, as may be amended from time to time. Contractor certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

ARTICLE 53 – COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In- Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

ARTICLE 54 – END OF CONTRACT REQUIREMENTS

54.1 Verification of STAP Inventory

180 days prior to the expiration of this Contract, the City and the Contractor will meet to begin the process of verifying the STAP inventory using the StreetsLA Asset Management System. The parties will agree upon the total number of Program Elements by structure or device prior to the end of this Contract.

At the City's discretion, the City may assign responsibility for the maintenance and operation of the STAP Elements to a new contract/Contractor upon commencement of a new contract. Should the City terminate this Contract prior to its expiration, the City will assume

responsibility, without compensation to the Contractor, for the operation and maintenance, including all advertising rights, of the entire STAP inventory including items purchased by the Contractor to the extent such items are owned and not leased.

54.2 Transfer/Assignment of Advertising Contracts

At the expiration of the Contract Term or Contract termination for any reason, the Contractor shall immediately transfer all existing advertising contracts to either the City or its designee. At a time the City designates, the Contractor shall be required to cease the sale of advertising on Program Elements beyond the term of this Contract. In the event the Contractor has advertising agreements that extend beyond the Contract term, those contracts may be accepted by the City, terminated at no cost to the City, or transferred to a new contract/contractor. The Contractor may negotiate with any succeeding contractor payment for the fair value of advertising contracts to be transferred. In the case of disputes over the fair value of those contracts, the City may make the final determination of value.

54.3 Transfer/Assignment of Software Licenses and Components

At the expiration of the Contract Term or Contract termination for any reason, the Contractor shall, in accordance with Article 18.2 of the Contract, immediately transfer all software licenses and components to either the City or its designee. All software licenses and components transferred to the City shall be the latest and most up to date versions. The Contractor shall support the migration of software licenses and components to the City.

54.4 Restoration of City Property/Property Damage

The Contractor, at its sole cost and expense, shall restore or replace any affected Public Rights-of-Way or street site improvement areas disturbed, destroyed or damaged by the Contractor's activities during the Contract Term, reasonable wear and tear excepted, including, but not limited to, any sidewalk surface, curbing, drainage, vegetation, plantings, trees, shrubs or structures, within the reasonable number of days specified by the City's written or verbal notification to the Contractor. If the remedial work is not undertaken and completed within the timeframe specified by the City, the City may, on ten (10) days written notice to Contractor, undertake and complete the remedial work with its own employees and/or independent contractors, and the Contractor shall pay all actual costs or charges incurred by the City. The City reserves the right to use any such costs as an offset to any amounts owed the Contractor during the term of this Contract. Nothing in this Article shall create a right or obligation of the Contractor to remove any Program Element or property owned by the City.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year written below.

TRANZITO – VECTOR LLC

By:

Title:

Date:

City OF LOS ANGELES

By:

Title: President, Board of Public Works

Date:

By:

Date:

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:

Date:

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:

Title: Assistant City Attorney

Date:

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT A - SCOPE OF SERVICES

CITY OF LOS ANGELES - SIDEWALK AND TRANSIT AMENITIES PROGRAM (STAP)

As required by Article 4.2 – Contractor's Responsibilities in the Contract, the Contractor shall fulfill the following Scope of Services obligations:

1. Transition from the Existing Program

The Contractor shall cooperate with the City in the transition from the existing program, known as the Coordinated Street Furniture Program (CSFP), to the STAP. The existing contract for the CSFP expires on December 31, 2022. The Contractor agrees to make commercially reasonable efforts to accomplish the following tasks in an effort to support a seamless transition from the current CSFP, subject to receipt of any necessary approvals from and provision of any required funding by the City:

- Meet with the incumbent in an effort to achieve a seamless transition from the current CSFP to STAP.
- Develop a sales plan to retain existing advertisers prior to the conclusion of the CSFP contract term and attract new advertisers beginning January 1, 2023.
- Plan and Execute a STAP launch event (conditions allowing) with advertisers.
- Accept responsibility for the maintenance of the Existing Program Furniture on January 1, 2023

In the case of disputes over matters related to the transition from the CSFP to STAP, the City will make the final judgement on all matters.

2. Program Implementation

The Contractor shall provide, deliver and install the Program Elements as detailed in a Roll Out Schedule to be developed in collaboration with the City and in accordance with Article 8 of the Contract.

The City proposes the prompt replacement of up to 770 Existing Program Furniture units with new, digital Transit Shelters and other Program Elements. The Contractor shall endeavor to refurbish at least 523 existing Transit Shelters removed from all locations as part of the STAP Shelter Revitalization Program pending viability due to shelter conditions and structural integrity. In addition, the City expects that as the Contractor continues to replace all Existing Program Furniture, that the Contractor shall repurpose salvageable units or parts for use in the STAP Revitalization Program.

The Contractor shall finalize a Roll Out Schedule based on the terms and conditions of the Contract and the following submissions:

1. Technical Proposal submitted February 19, 2021

2. Best and Final Offer (BAFO) Narrative Version 4.21 and BAFO Financial Spreadsheet Version 4.2 submitted August 6, 2021

and with the following considerations:

1. Flexibility for City's available Capital funds

2. Availability of Existing Program Furniture for revenue generation

3. Opportunities to expand shade beyond 3000 new Transit Shelters by such means as leaving existing Transit Shelters in place and/or installing Shade Structures where Transit Shelters cannot be installed.

The Contractor shall include the following in its Roll Out Schedule:

- A plan and schedule for program implementation during Contract Years 1 through 5.
- A plan and schedule for the Shelter Revitalization Program during Contract Years 1 through 5.
- A Public Engagement Plan that supports the implementation of STAP based on the Roll Out Schedule.
- The types, quantities, and costs of all proposed Program Elements including the types, quantities, costs, and locations of Digital Displays must be identified by year. Program Elements must also be identified as advertising or non-advertising units.
- An installation plan for each location describing what considerations will be made to minimize disruption to transit riders, active transportation and shared mobility users and pedestrians, and what services will be required of the City to achieve that schedule.
- A method for all Program Elements to be entered into StreetsLA's Asset Management System at the time each becomes revenue ready or is deployed.

The City or the Contractor may request adjustments to the Roll Out Schedule. The City will have final approval of any such adjustments.

3. STAP Shelter Revitalization Program

The Contractor shall implement a revitalization program that complements the manufacture and installation of new Transit Shelters by refurbishing and relocating existing Transit Shelters, at the City's expense and according to the City's siting criteria, to locations without Transit Shelters. The Contractor shall present the City with a plan for the rehabilitation, upgrading and repurposing of identified Transit Shelters from the CSFP, with the goal that these can expedite delivery of shelter, shade, safety, and comfort during the implementation of the STAP.

Existing Transit Shelters may be repurposed without advertising space, or the City may direct the Contractor to continue the sale of advertising on Transit Shelters in the Revitalization Program. The space previously used for advertising on these Transit Shelters may be repurposed for the display of community information, public service announcements, and public art as part of STAP's public art program described in Section 10.5 of this Scope of Services.

The scheduling of the Revitalization Program roll out shall be developed in coordination with the City to accommodate the design, manufacture, siting and installation of new Transit Shelters and other Program Elements.

4. Design of New Program Elements

The Contractor shall collaborate with the City to develop designs for all Program Elements. The Contractor shall provide quality control of the design and manufacture of Program Elements assuring that all Elements adhere to all standards described in this Scope of Services and the Contract. The Contractor shall adhere to the City's STAP design criteria as follows:

- **Shelter, Shade, Safety and Comfort:** Most importantly, Program Elements must provide shelter, shade, safety, and comfort to transit riders, active transportation, shared mobility users, and pedestrians. Additional consideration shall be made to enhance and/or take advantage of tree canopies that provide natural shade and shelter. Program Elements shall enhance the Public Rights-of-Way for its users, especially maximizing protection from sun, heat, and rain.

- **Scale and Size:** Designs shall fit existing and planned streetscapes of the Public Rights-of-Way. Program Elements shall be scalable to accommodate different levels of use and site constraints.

- **Accessibility:** Designs must be compliant with the Americans with Disabilities Act (ADA), ADA Standards for Accessible Design 2010 (ADAS), and the latest edition of the United States Access Board's Public Right-of-Way Accessibility Guidelines (PROWAG); consider Title VI requirements- especially those associated with limited English-speaking populations; and support City initiatives to increase access to the services associated with the STAP.

- **Sustainability:** Program Elements, to the fullest extent commercially practicable, shall be made from or use low-impact, natural, renewable, recyclable, and non-toxic materials, and sources. The Contractor shall limit the materials and products designed, manufactured, and purchased for use in STAP to those that are the most sustainable with the highest energy efficiency ratings, such as those with an ENERGY STAR rating, as well as the lowest global warming potential, such as high recycled content steel. For other program materials, especially static advertising, wherever commercially practicable, Contractor shall utilize biodegradable, recycled, and/or commonly recyclable materials.

The Contractor shall implement strategies that minimize energy and water consumption including the use of renewable or other alternative energy sources. The Contractor shall explore and utilize all incentive opportunities offered by the City's Department of Water and Power (LADWP) to minimize power load requirements for Program Elements. The feasibility and

potential benefit of integrating solar technology shall be considered. Manufacture, maintenance and operations shall emphasize low-impact, low-carbon and non-toxic materials and methods.

The business operations of the Contractor contribute to the overall sustainability assessment of the Program, and the Contractor shall, as part of its annual report to the City, present its sustainability policies, plans, challenges and progress, in support of reducing waste, greenhouse gas and other air emissions, toxics, water use and pollution, and of achieving a program consistent with the City's sustainability goals.

- **Durable Materials:** Program Elements must be rugged to withstand use and environmental elements.

- **Cost of Manufacture:** The design and construction methods of the Program Elements should not significantly raise their cost.

- **Maintenance Cost and Practices:** The design of new Program Elements shall aim to reduce the level of maintenance effort and costs from current practices.

- **SMART Technologies:** All STAP designs shall accommodate universal SMART technologies.

4.1. Kit of Parts

STAP's Kit-of-Parts shall be modular, economical, and customizable allowing for flexibility yet consistency despite differing site conditions and sizes, community needs, and cultural interests.

The Contractor shall develop the Kit-of-Parts to include design and material specifications, a standard menu of color and customization options, and sample layouts based on site configurations (major corridor intersection, minor street, plaza, etc.) for every Program Element. The Contractor shall develop guidelines for integrating the Kit-of-Parts into existing and proposed developments. The guidelines will include strategies for locating each Element within the development, spatial requirements for each element, material specifications, and products.

The Kit-of-Parts shall, at a minimum, include all Program Elements designated as Essential under Article 3.5 - Program Elements of the Contract. The Kit-of-Parts shall include recommended levels of replacement units, parts, and/or components for every Program Element. The City will approve a final Kit-of-Parts. Any Program Element deployed from other designations or newly developed during the Contract Term shall be added to the Kit-of-Parts upon City approval of the Program Element. The City reserves the right to add, delete, or modify Program Elements in the Kit-of-Parts.

5. Manufacture of Program Elements

The Contractor acknowledges the City's preference is to have new Program Elements manufactured in the United States, in compliance with Buy America requirements of the Federal Transit and Highway Administrations, and, when commercially practicable, in the City of Los Angeles, Los Angeles County, Southern California, or the State of California in that order of

preference. The choice of a manufacturer(s) shall be a collaboration between the Contractor and the City.

The manufacturer(s) chosen to produce Program Elements shall, to the extent reasonably practicable, have previous experience in the manufacture of sustainable, durable street furniture and other Program Elements or technologies. The Contractor shall make commercially reasonable efforts to minimize energy consumption and solid waste during the manufacturing processes to reduce STAP's carbon footprint, and greenhouse gas emissions and avoided emissions will be calculated and reported including those resulting from the transportation and shipping of manufactured products.

The Contractor shall be committed to sustainability in all program activities, including the production of advertising materials as well as the disposal of those materials. Materials developed for experiential advertising shall be repurposed when possible.

6. Digital Displays

Recognizing that digital technology can present real-time information to transit, active transportation users and pedestrians, and that digital advertising can generate revenues that are multiples of static advertising, the City requires the Contractor to develop an environmentally and economically sustainable portion of the new Program Elements with digital capabilities.

The Contractor shall present the City with a recommendation for the development and placement of Digital Displays in shelters as well as placement of interactive kiosks and other Program Elements to achieve the goals of STAP. The City reserves the right to request the Contractor to site and install Transit Shelters with Digital Displays, interactive kiosks, and other Program Elements deemed beneficial and appropriate for the City at locations requested by the City and the Contractor shall not unreasonably deny accommodating such City requests.

Requests from community stakeholders may be considered by the Contractor and City with final determination made by the City. In order to accommodate such requests, digital shelter advertising may be offset by additional Program Elements at locations determined collaboratively by the City and the Contractor.

The STAP digital network shall display transit rider, public safety, and public service messaging in addition to commercial messaging. The network of digital signs and devices will also be used to provide emergency messaging to the public, such as evacuations, Silver and Amber Alerts.

Digital content will not include any full-motion video, or sound. An exception for sound may be made as part of emergency messaging or for responsive Program Elements that serve the needs of people with disabilities.

The Digital Display time shall be no more frequent than every 10 seconds, allowing for a maximum of six (6), ten-second ads/messages over a 60-second cycle. All digital screens deployed in STAP, whether in shelters, kiosks or stand-alone urban panels shall have the capability to have

their brightness controlled through STAP's Content Management System (CMS). The brightness of the screens will not exceed four (4) lux above ambient lighting subject to a maximum of 500 lux after sunset. All digital elements shall meet ENERGY STAR standards of equivalent equipment where feasible.

The Contractor has proposed to install the following types and quantities of Digital Displays; Allowable Content refers only to content permitted for display, but does not require those listed per type to be deployed:

Type	Quantity of Displays	Allowable Content
Shelter Digital Display (two screens per shelter)	659	Advertising, Real Time Information, Public Messaging and Information, Emergency Messaging
Shelter ePaper Digital Displays (one screen per shelter)	3000 or as required for shelter and other Program Elements	Real Time Information, Public Messaging and Information, Emergency Messaging
Kiosk or Urban Panel (two screens per unit)	202	Advertising, Real Time Information, Public Messaging and Information, Emergency Messaging
Locker (one screen per unit)	44	Advertising, Real Time Information, Public Messaging and Information, Emergency Messaging
Docks – Scooter or Other mobility type (two screens per unit)	93	Advertising, Real Time Information, Public Messaging and Information, Emergency Messaging

The quantity of Digital Displays will be finalized in the Roll Out Schedule and will be reviewed annually.

Digital Display screen sizes shall be designated within the scope of industry standard sizes. The Contractor shall collaborate with the City on the selection of the Digital Displays and devices to ensure the size, location and functionality (real-time and other public information) of the devices suits the needs of transit riders, and active transportation, shared mobility users and pedestrians. The resulting sizes and types of Digital Displays will also be guided by advertiser demand and community receptiveness. During the Contract Term, the Contractor must keep the Digital

Displays up to date to ensure that the display quality is in the aggregate current with industry standards.

The Contractor shall ensure that all Digital Displays are compliant in all material respects with accessibility requirements of the ADA, PROWAG, and Title VI as applicable. In specific locations, the City may require that displays and devices have multilingual features, audio (voice annunciation) capabilities, tactile keypads and/or Braille to accommodate persons with disabilities, all of which will be paid for by the City. All Digital Displays must be self-monitoring and reporting to a CMS to allow for the timely maintenance of all devices. All digital devices shall become part of the City's Asset Management System, requiring reporting of maintenance activities, replacement, or damage to StreetsLA's Asset Management System.

7. Content Management System

The network Content Management System (CMS) shall control and track all STAP Digital Displays and track all STAP static Ad Panels. The CMS shall manage the substance of commercial and public messaging, ensuring adherence to the City's Advertising Policy (Exhibit F). The CMS shall schedule the display of commercial and public messaging, real-time information, and emergency messaging. The CMS shall control and monitor flip or change rates, brightness of Digital Displays, and, where possible, lighting of Program Elements. The CMS shall report all Program content activity (commercial and non-commercial), both static and digital, that is displayed on Program Elements. The CMS shall report all structure and device activity and maintenance to StreetsLA's Asset Management System.

The Contractor shall develop and operate the STAP CMS in collaboration with the City. The essential requirement of the CMS is to transform what has been a 'static media' environment into a fluid 'media hub,' which services, tracks and manages in real-time multiple platforms and devices with asynchronous data at the same time.

The Contractor shall meet or exceed the minimum system requirements and components detailed in the STAP RFP, Section 8.6 Content Management System, unless indicated otherwise herein and in the Contract. The Contractor shall be responsible for the development of the interface between the STAP CMS and participating transit and public agencies' information feeds, including the City's Emergency Management Department (EMD) NotifyLA system. The Contractor shall ensure that a dedicated team will maintain the CMS in secure and working order 24/7 throughout the Contract Term as detailed in Section 9.1 of this Scope of Services.

The City shall be provided secure access to the CMS for the purposes of reviewing real-time and required reporting of advertising, public messaging, and sales activities.

7.1. CMS Emergency Messaging Requirements

In times of crisis, the City will be provided the capability to take over or override the STAP Digital Display network in part or system wide for the display of emergency messaging as provided below.

The following are guidelines for emergency messaging:

Source	Type	Timeframe of Display
EMD's NotifyLA	Non-routine Crisis Messaging: Catastrophic Earthquakes, Wildfires, Evacuations, Early warning of disaster, Public health notice, Notice of imminent or perceived threats to life or property	Take over for duration of crisis or threat
California Highway Patrol (CHP) Emergency Notification and Tactical Alerts Center	Amber, Blue, and Silver Alerts	Cycled for duration of emergency incident
LADWP's Online News Room	Emergency information in event of potential disruption to power and water supplies	Cycled for duration of emergency incident

Reference Document: City of Los Angeles Emergency Operations Plan, Early Warnings and Notifications Functional Support Annex, January 2018

8. Site Selection, Preparation & Installation

The City's vision to provide shelter, shade, safety and comfort to transit riders, the users of active transportation and pedestrians is the most important goal of STAP and will serve as the primary criteria for site selection. The City recognizes the importance of placing Program Elements where their advertising space can generate the most revenue, however, this is secondary in the City's vision. The City recognizes that in the first Contract Year, Roll Out site selection has a lasting impact on the ability of the Program to be self-sustaining and commits to taking this factor into account therefore, maximizing financial viability for the STAP will take precedence. For clarification, if implementation during the first Contract Year takes longer than 12 calendar months, the aforementioned emphasis remains in effect. All fifteen (15) Council Districts will be represented in first year Roll Out locations. The selection of sites for all Program Elements, including the STAP Shelter Revitalization Program, will be guided by the Program's vision, and through STAP, the City intends to set a high standard for the use of public space through the use of well-designed, functional furniture and displays, that transform the streets of Los Angeles into welcoming streetscapes.

StreetsLA developed a set of siting parameters based on Street Classification (in accordance with Department of Public Works Standard Plan S-470-1) and adjoining land uses as designated by the City's Zoning Code. The placement of Program Elements with advertising shall be guided by the following matrix:

	R/W Width	S/W Width	General Zoning/Land-Use: Agriculture	Residential Estate	One-Family Residential	One-Family Residential (RS Only)	Multi-Family Residential	Commercial	Manu-facturing	Parking	Open Space
Corresponding Zones			**A1, A2, RA**	**RE40, RE20, RE15, RE11, RE9**	**R1, RU, RZ2.5, RZ3, RZ4, RW1**	**RS**	**R2, RD1.5, RD2, RD3, RD4, RD5, RD6, RMP, RW2, R3, RAS3, R4, RAS4, R5**	**CR, C1, C1.5, C2, C4, C5, CM**	**MR1, M1, MR2, M2, M3**	**P, PB**	**OS, PF, SL**
Major Arterial (Major Highway)											
Boulevard I	136'	18'									
Boulevard II	110'	15'									
Secondary Highway											
Avenue I	100'	15'									
Avenue II	86'	15'									
Avenue III	72'	13'									
Non-Arterial Streets											
Collector	66'	13'									
Industrial Collector	68'	10'									
Industrial Local	64'	10'									
Local St. - Standard	60'	12'									
Local St. - Limited	50'	10'									
Hillside Streets											
Hillside Collector	50'	5'									
Hillside Local	44'	4'									
Hillside Limited	36'	4'									
Other Public Rights-of-Way											
One-Way Service Rd	26'-32'	10'									
Bi-Direction Service Rd	34'-42'	10'									
Pedestrian Malls	N/A	N/A									
City Scenic Highway *											
Fed/State Scenic Highway*											

Legend

Not Allowed	No Shelters/Advertising Displays Allowed in front of properties. *
Limited Allowance	No Advertising Displays allowed in front of one-familiy dwellings; shelters with/without advertising displays ***may be*** allowed elsewhere**
Allowed	Shelters/Advertising Displays allowed
In all cases	Shelters/Advertising Displays only allowed if site has sufficient space to facilitate installation in compliance with PROWAG, including frontage or sevice road islands, bus islands, and designated bus stop zones within Public Rights of ways

* Refers to Officially Designated State Scenic Highways

** Shelters with/without advertising displays ***may be*** allowed on sideyards and reverse frontage (backyards) of one-family dwelling units facing streets with different classifications. Example: one-family dwelling unit on a Local St - Standard with reverse frontage on an Avenue II

R/W Right-of-way

S/W Sidewalk

N/A Not Applicable

A summary of the Matrix is as follows:

- No Transit Shelters/advertising displays shall be allowed on Hillside Local or Hillside Limited Street Classifications regardless of adjoining land use.
- No Transit Shelters/advertising displays shall be allowed on all Street Classifications where bus stops are established in front of "One-Family Residential" land uses.
- Limited allowance for Transit Shelters/advertising displays, except for bus stops established in front of One Family Residential land uses, on all Major Arterial, Secondary Highway, Collector, Industrial Collector, Industrial Local, Hillside Collector, One-Way

Service Road, Bi-Direction Service Road, Pedestrian Malls, and City Scenic Highway Street Classifications.

- Limited allowance for Transit Shelters at bus stops and for advertising displays on Federal/State Scenic Highways only where adjoining land uses are Commercial, Manufacturing, or Parking.
- Limited allowance for Transit Shelters/advertising displays on the side or back yards of One-Family Residential in cases where bus stops are established on side or back yard border areas fronting Major Arterial, Secondary Highway, Collector, Industrial Collector, or Industrial Local Street Classification.

Program Elements that do not contain advertising can be placed on most streets but must be selected using the same equity criteria as Elements with advertising.

8.1. Site Selection

The City and the Contractor shall work collaboratively to locate Program Elements in Public Rights-of-Way, guided by the City's goals for the Program; the site selection criteria listed below; recommendations of the Los Angeles City Council; and, requests from the public, private landowners, developers, other departments of the City, peer public agencies, transit operators, and not-for-profit organizations.

The Contractor shall become familiar with the City's criteria for site selection and will offer suggestions to improve the criteria over the Contract Term. Data collected through the Program will inform any changes to the siting criteria mentioned below as well as the development of new criteria.

The City is committed to equitable distribution of Transit Shelters and Shade Structures and has developed criteria for their distribution. The City and the Contractor shall prioritize, select, and designate locations for new and relocated Transit Shelters based upon the distribution criteria below to ensure their equitable distribution while working towards the City Council's goal of 75% of bus riders in each Council District boarding transit service where there is a Transit Shelter.

The Distribution Criteria for siting Transit Shelters and Shade Structures are as follows:

- High transit ridership
- Exposure to heat (heat data from the California Heat Assessment Tool)
- Metro's Equity Focus Communities* (based upon minority populations, low-income households, and zero-vehicle households)
- Proximity to trip generators, key destinations, service facilities
- "Low frequency" bus routes that indicate long wait times (per Metro Next Gen Study Tier 4)
- Specific site conditions, especially the ability to receive relocated or new Transit Shelters and Shade Structures

Transit Shelters and Shade Structures will initially be prioritized and ranked city-wide based on the above criteria. Following the assignment of priority rankings, the ranked Transit Shelters and Shade Structures will be reviewed in relation to Council District boundaries with the goal of deploying Transit Shelters and Shade Structures at the highest ranked locations within each Council District to achieve the goal of 75% of bus riders in each Council District boarding transit service where there is a Transit Shelter or Shade Structure. In some cases, site conditions may override other criteria, such as locations deemed non-viable due to factors such as irreparable and/or cost-prohibitive site conditions and high-vandalism areas. Once the 75% goal is achieved, additional Transit Shelter and Shade Structure sites will be selected based upon the remaining highest rank prioritized locations city-wide and in consideration of the need for STAP to be self-sustaining.

During the first Contract Year, Program Elements will be sited to ensure the program will be self-sustaining. Should the current CSFP inventory become available for revenue generation, the City and the Contractor shall collaborate to develop a distribution plan that accommodates that circumstance.

The Siting Criteria for Program Elements is as follows:

A. Shelters and other structures or devices that provide shelter, shade, safety, and comfort shall be staged according to the priorities noted above in locations that are serviced by transit, serve as hubs for shared mobility and active transportation and are places where pedestrians congregate. Other Program Elements can be placed to serve advertiser demand when space and inventory allow through a collaborative site selection process.

B. The placement of Program Elements will be coordinated with light poles, electrical boxes, electric vehicle charging stations, bicycle and scooter sharing stations and other public amenities. Refer to Exhibit G - Transit Shelter Placement Guidelines, as updated from time to time, for specific detail.

C. All Program Elements shall be installed to provide a clear longitudinal path of travel, that is a preferred minimum of five (5) feet wide (minimum 4' wide longitudinal path of travel may be allowed on a case-by-case basis where no other options exist) for pedestrian circulation. Placement of Program Elements must maintain minimum distance requirements from bus stops, rail station entrances, building/property ingress/egress points, fire hydrants, standpipes, building fire safety equipment, vaults, subgrade utilities and related structures, power outlets, utility/street light/traffic signal poles, utility cabinets/above ground facilities, signs/sign posts, street trees and tree wells, landscaped planters and/or parkways, driveways, access ramps, pre-permitted sidewalk dining, and permitted street furniture.

D. The placement and design of Program Elements in Public Rights-of-Way may not interfere with pedestrian or vehicular motorist sight lines required for traffic safety. Pedestrian and motorist visibility shall be maintained at corners, intersections, driveway approaches, cross walks, and the like to reduce conflicts between motorists and pedestrians.

E. Program Elements must be properly sited in compliance with the ADA, PROWAG, and Title VI of the Civil Rights Act, as well as all state and local codes and ordinances.

F. All STAP Transit Shelters and Shade Structures shall be distributed per the 75% goal as cited earlier throughout all City Council Districts by the end the Roll Out.

G. By Contract Year two (2), the Roll Out new Transit Shelters and/or Shade Structures will reach every Council District as long as Contractor receives all necessary City and other governmental approvals and funding to do so.

The Contractor shall work collaboratively with the City on the selection of the sites for Program Elements. The Contractor shall offer a list of proposed locations for Program Elements with advertising space to maximize the value of that space to advertisers. The City Council retains the right to reject proposed locations and to request alternate locations. The final determination of the location of Program Elements will rest with the Board of Public Works.

8.1.1. Site Plans

The Contractor shall be required to develop site plans and to submit those plans to the City for all Program Element installation sites. To the greatest extent possible, site plans shall be submitted to the City prior to the installation of Program Elements; however, in recognition of the need to expedite the installation of Program Elements, site plans recording field adjusted siting conditions mutually agreed upon by both the City and Contractor in the form of "as-built" site plans may be submitted by the Contractor after the installation of Program Elements; "as-built" site plans shall be submitted as soon as reasonably possible by the Contractor, but in no case, more than six (6) months after a Program Element has been installed. Multiple site plans may be submitted for City review at one time; however, individual site plans are required for every location for inclusion in the StreetsLA's Asset Management System and StreetsLA's ESRI Graphic Information System (GIS) map of all Program Elements.

Fully dimensional site plans stamped by a California licensed civil engineer, architect, or landscape architect in no less than engineering 1" = 20' scale (with engineering 1" = 10' scale being preferred) must be submitted for the City's review and acceptance including the following:

- Public Rights -of- Way and Private Property Lines
- Setbacks or clearances from all utilities, trees/tree wells, streetlights, sign posts, standpipes, driveways and existing structures, including buildings or another frontage; longitudinal dimension from the nearest beginning or end of the curb return (BCR/ECR) or other fixed, existing street feature to the closest point of the Program Element
- A description including the type, size, and number of Program Elements
- The location of the Program Elements using StreetsLA's GIS mapping tool
- Compliance with required ADA, ADAS, PROWAG and other applicable requirements

- Site topography shall be reflected through relative grades using a local temporary benchmark indicated by spot elevations from existing site features such as the gutter flow line, top of curb, back of sidewalk, etcetera and/or arrows indicating the direction and gradient of slopes
- The location of power sources and connectivity proposed for the location
- Utilizing shading or crosshatching, CONTRACTOR's site plan shall reflect the estimated area of the existing sidewalk that may be reconstructed during the installation of Program Elements.

8.2. Site Approvals and Permitting

The Contractor shall perform all necessary services in the name of the City of Los Angeles including obtaining all necessary permits and approvals required to install, operate, and maintain all Program Elements. All permits shall be obtained in the name of the City of Los Angeles. All necessary permits will be obtained prior to the installation of new Program Elements and the removal and relocation of Existing Street Furniture. The Contractor shall obtain all necessary authorizations or approvals to utilize easements, conduits, poles, or use of private property necessary to operate STAP.

The City is committed to a streamlined permitting process within the City's Public Rights-of-Way by providing approvals and permitting for the installation of Program Elements at multiple bus stop zones at once including construction observation, inspection, and final acceptance of completed work during the installation process itself.

The design Kit-of-Parts of all Program Elements will be submitted to the Bureau of Engineering for review and acceptance through its permitting process to ensure Program Elements meet City requirements and are considered City standards, including material and hardware minimum qualities and standards, standardized fabrication and structural details, structural and electrical calculations, standard scenarios for electrical connections, and standard civil details.

Permit packages for individual locations will reference the Kit-of-Parts of pre-permitted Elements and all standard engineering details and include a site-specific plan in accordance with Section 8.1.1 above showing location and clearances of proposed Program Elements. The City shall provide universal siting criteria for minimum distances between existing sidewalk objects and Transit Shelter amenities, and permits will be approved for multiple bus stop zone locations at once.

Placement of Program Elements within city boundaries that are on State Highways or areas within the jurisdiction of the California Coastal Commission are subject to State regulations and permits. The placement of Program Elements on highways that are designated as part of the Interstate Highway System by the Federal Highway Administration (FHWA) are subject to FHWA out-of-home advertising regulations. The Contractor is responsible for securing the required permits for proposed STAP installations within State or Federally administered rights of way. The City will aid the Contractor in obtaining any permits required to install Program Elements within

State or Federally administered rights of way.

The Contractor acknowledges and accepts that the City has final approval in the issuance of permits and the selection of sites.

8.2.1. Annual Site Approval Process

A. A minimum of three (3) months before the start of a Contract Year, the City will prepare a list of proposed installation sites for Program Elements for the upcoming year. Proposed installation sites for Transit Shelters and Shade Structures shall be developed and obtained from StreetsLA's Interactive STAP Map or related mapping tool utilizing data including bus boarding counts, California Heat Assessment Tool, equity focused communities, adjacency to key destinations, site specific conditions, and long wait times to determine priorities for Transit Shelter or Shade Structure placement. Proposed installation sites of other Program Elements shall be mutually determined annually by the City and Contractor and incorporated into City's list of proposed installation sites. The City's list of proposed installation sites for Program Elements shall include additional sites necessary to provide alternative locations to install Program Elements in cases where proposed installation site conditions make it infeasible to install Program Elements.

B. The City will provide the list of proposed installation sites for Program Elements for the upcoming year within each Council District to the City Council for its review and comment. The City will also make the same list of proposed installation sites for Program Elements for the upcoming year available on its website for public review and provide the same to the Department of City Planning, Department of Transportation, Department of Neighborhood Empowerment, Department of Water and Power, and Bureau of Street Lighting who will be provided 30 calendar days to review the list of proposed installation sites for Program Elements and provide any comments to StreetsLA. Should StreetsLA not receive any comments from the City Council or City Departments within 30 calendar days, the City will assume its list of proposed installation sites for Program Elements is deemed acceptable.

C. Upon completion of the 30-day review and comment period, the City shall consider all comments received, make adjustments to the list of proposed installation sites for Program Elements based upon comments received and considerations for STAP programmatic needs, and prepare a final list of proposed installation sites for Program Elements for the upcoming year.

D. StreetsLA shall prepare a report recommending the Board of Public Works accept and adopt the City's final list of proposed installation sites for Program Elements for the upcoming year. The Board of Public Works may consider public comments received and direct StreetsLA to make adjustments to the final list of proposed installation sites prior to accepting and adopting the list of proposed installation sites. Upon acceptance and adoption of the City's final list of proposed installation sites for Program Elements by the Board of Public Works, those sites shall be deemed approved and permitted for the installation of Program Elements.

E. Upon approval of the list of proposed installation sites for Program Elements for the upcoming year by the Board of Public Works, the City shall prepare and deliver via the

United States Postal Service or other acceptable method of delivery, courtesy notifications to the adjoining property owner of approved Program Element installations. Contractor shall initiate installation activities seven (7) calendar days after City has issued courtesy notifications.

F. Upon approval of the list of proposed installation sites for Program Elements for the upcoming year by the Board of Public Works, Contractor shall immediately initiate the preparation of site plans for approved installation sites in accordance with Section 8.1.1 above.

G. Upon receipt of Contractor's site plans or as-built site plans, the City shall review, comment upon, and/or take without exception, the Contractor's site plans. The City shall work collaboratively with the Contractor to make any adjustments necessary to enable the City to take without exception, the Contractor's site plans or as-built site plans.

H. Both Contractor site plans and StreetsLA courtesy notifications may be prepared and submitted in smaller groups throughout a Contract Year to facilitate expedited reviews, acceptance, and delivery of courtesy notifications with no more than 65 locations included in any single submittal.

8.2.2. Existing Community Streetscape Improvement Programs

Within Bus Stop Zones, STAP Transit Shelters, Shade Structures and related Program Elements shall be given priority over street furniture furnished and installed by other contractors, programs, or efforts permitted by the Board of Public Works. Where Existing Community Street Furniture previously permitted by the City obstructs or otherwise presents a challenge to the proposed installation of a Program Element, Contractor shall notify City of the foreseen obstruction or site challenge. Upon such notification, the Administrator shall arrange for and conduct a meeting between the permittee of the Existing Community Street Furniture and Contractor to discuss the proposed installation to pursue a mutually acceptable resolution to the foreseen obstruction or site challenge caused by the previously permitted Existing Community Street Furniture. All reasonable efforts shall be taken to allow both the proposed Program Element and Existing Community Street Furniture to coexist within the same Bus Stop Zone including the repositioning of either or both the proposed Program Element and Existing Community Street Furniture. If Contractor and permittee of the Existing Community Street Furniture are unable to identify a mutually agreeable resolution to the foreseen obstruction or site challenge with the proposed Program Element installation, then the matter shall be referred to the Board of Public Works for a public hearing and determination. The Contractor, Bureau of Street Services Representatives, and permittee of the Existing Community Street Furniture may attend the Board hearing to present arguments and recommendations. In reviewing the noted obstruction or noted site challenge to the proposed installation of a Program Element, the Board of Public Works shall take into consideration the interests of the City in meeting the requirements of this Contract including Program goals to provide shelter, shade, safety, comfort and coverage for at least 75% of all bus riders in each Council District, and Program revenue obligations. The Board's determination upon the matter shall be deemed final without further appeal.

8.3. Site Preparation

STAP site preparations generally require that bus landings, paths, and sidewalks within an

approximately 30-linear foot segment of sidewalk area where a bus stop is located is brought up to code. The Contractor shall obtain an approved Site Plan prior to the preparation and installation of all Program Elements or work in conjunction with Bureau of Street Services staff at the time of installation to determine the scope of site preparations necessary to ensure construction of the sidewalk areas around Program Elements and related paths of travel for pedestrians are code compliant. The Contractor shall coordinate with utility providers, adjacent landowners, transit service providers, LADOT and LAPD to ensure that all are aware of the scope and timing of the site preparation ensuring the overall coordination of the preparation of each Program Element site.

Site preparations shall include all necessary electrical power and other required connections, and preparation or restoration of the shelter base pads. The site preparation activities shall include the following:

- Removal of all debris from the site
- Removal of all obstacles from the pad including stub-ins, electrical connections, bolts, meters or shelter foundations
- Preparation of pad surfaces
- Elimination of offset pavement surfaces in excess of ¼", a surface which would require ramping, cross slopes in excess of 2%, or other accommodation
- Preparation of utility connections
- Identification of fiber connections

The Contractor in collaboration with the City will coordinate the temporary removal, relocation and reinstallation of any Uniform Control Traffic Device, wayfinding, site or program signs with the appropriate government agencies, contractors, property managers or landowners.

8.3.1. Compliance with Codes

Upon installation, the Contractor shall comply with all applicable Building, Plumbing and Electrical Codes of the City of Los Angeles and other Public Right-of/Way specific adopted policies and standards including but not limited to the Los Angeles Municipal Code, American Association of State Highway and Transportation Officials (AASHTO) standards, Manual for Unified Traffic Control Devices (MUTCD), Standard Specifications for Public Works Construction (Green Book) and the latest adopted edition of the Department of Public Works Standard Plan S-601 and accompanying supplements (also known as the Brown Book), obtaining the required permits and approvals for the appropriate governing agencies and paying the required fees. The Contractor shall employ only California State licensed general contractors, electricians, plumbers, and other building trade professionals for the installation, repair, or removal of Program Elements.

8.3.2. Utility Coordination and Metering

All subsurface utility work associated with the installation of Program Elements, or the removal of existing Program Elements shall be coordinated with the Department of Water and Power, (the exclusive provider of electrical power and water service to the current program), the Bureau

of Street Lighting, and other utilities that may be in the immediate area of Public Rights-of-Way. Coordination, as well as the possible relocation of electric, water, fiber optic or other communication service, gas, petroleum, railway, stormwater, or wastewater infrastructure, and permits related thereto are the sole responsibility of the Contractor.

The City requires all Program Elements that require electricity have a representative amount of meters so that the cost of powering the new Program Elements, especially the Digital Displays, can be tracked by device with the cost of electricity being paid by the Contractor. Any water service required by Program Elements will similarly have water meters to track and determine actual water usage per Program Element.

The Contractor shall notify specific utilities of repair needs identified during the installation or restoration processes.

8.4. Site Work Safety

The Contractor shall perform the installation, restoration, maintenance, and operational activities of the Program without interfering with public activities in the Public Rights-of-Way. The Contractor shall ensure all its authorized employees, representatives, and personnel are properly trained to install, maintain, inspect, service, and remove Program Elements.

The Contractor's employees working on or in the vicinity of any Program Element and/or any utilities connected thereto must wear and properly use all required protective and/or safety gear, including, but not limited to, Cal/OSHA required safety gear, appropriate clothing or uniforms, hardhats, protective eyewear, vests, and tools at all times. The City shall provide contractor identification cards or similar credentials to those employees or representatives that require access to the City's facilities. Identification cards or similar credentials will be issued for identification purposes to perform work within the scope of the STAP only (e.g., not valid for payment of fares on transit services, parking fees, or entry into other City facilities).

All work shall conform with all current safety practices, including, but not limited to those of the Occupational Safety and Health Administration, Federal Transit, Federal Highway and Federal Railroad Administrations, and Cal/OSHA occupational safety and health regulations. The Contractor's Business Plan shall detail safety-training programs used to ensure that employees working in Public Rights-of-Way have received required safety trainings. The activities associated with the installation of new Program Elements will not foul or disrupt Public Rights-of-Way, including sidewalks, bus stops, stations, and hubs. When required by the City, these installations will deploy flagmen and/or LADOT Traffic Control Officers. At no time will an installation of new Program Elements be undertaken without prior notice to the City.

8.5. Site Restoration

8.5.1. Removal, Relocation and Installation of Program Elements

The Contractor, utilizing funds provided by the City, will restore all Public Rights-of-Way impacted by its installation of New Program Elements and the relocation or replacement of Existing Street Furniture including, but not limited to, any sidewalk surface, curbing, gutter, drainage,

vegetation, plantings, trees, shrubs, or structures, disturbed, destroyed, or damaged.

8.5.2. Contractor Negligence

The Contractor, at its sole cost and expense, will restore or replace any affected City rights-of-way or street site improvement area due to the Contractor's negligence and/or improper installation, removal and/or relocation of Program Elements, including, but not limited to, any sidewalk surface, curbing, gutter, drainage, vegetation, plantings, trees, shrubs or structures, disturbed, destroyed or damaged within the reasonable number of days specified by the City's written or verbal notification of the Contractor. The City's determination of Contractor responsibility shall be final. If the remedial work is not undertaken and completed within the timeframe specified by the City, the City may, on ten (10) days written notice to Contractor, undertake and complete the remedial work with its own employees and/or independent Contractors, and the Contractor shall pay all actual and administrative costs or charges incurred by the City. The City may impose additional penalties as allowed by LAMC if the City is required to remediate Contractor negligence.

9. Maintenance

The Contractor shall be solely responsible for the maintenance of all Program Elements, new and existing from the CSFP, throughout the Contract Term. Maintenance of all Program Elements shall be performed according to the schedule in Section 9.1 of this Scope of Services.

Maintenance of the Program Elements includes performing regular and deep cleaning, painting and repairs, and removal of graffiti, tags, etchings, stickers, stains, grime, and dust. The maintenance responsibility of the Contractor includes providing supplies and equipment to perform maintenance, the removal of trash from Litter Receptacles that may be part of the Program; trash in and on Program Elements and within a ten-foot radius of any Program Elements. All Program Elements shall be maintained in a manner that ensures they are in good working order and attractive to constituents and advertisers alike at all times.

The Contractor shall maintain all static Ad Panels, Digital Displays and devices in good working order by wiping down or air-dusting dirt and debris from screens, displays (interior and exterior), display lighting, and exposed or enclosed electrical connections and components. Digital Displays must be maintained in good working order to deliver real time and public information. The Contractor shall have a contingency plan to continue the delivery of relevant transit information in the event of interruptions to real time information feeds from third parties.

The Contractor shall report all maintenance activities into the StreetsLA's Asset Management System in real time to ensure that Program Elements are maintained to their useful lives according to preventative and regular scheduled maintenance specified by the Original Equipment Manufacturers (OEM). All digital Program Elements provided by Contractor shall utilize self-reporting technologies to indicate maintenance and repair needs. While many of the technologies that will be deployed in STAP are self-reporting and monitoring, regular physical inspection is required based upon the anticipated heavy use of Program Elements.

The Contractor may deploy its own mobile application and devices for recording scheduled maintenance and restoration activities. Those devices may be secured devices provided by the City, at its option, or BYOD (bring your own devices) for reporting. The Contractor may use its own maintenance reporting system and devices; however, the reporting system must fully integrate into StreetsLA's Asset Management System. The City will provide training to the Contractor and the Contractor's designated maintenance employees in the use of StreetsLA's Asset Management System. The Contractor is responsible for all software licensing fees and costs associated with maintenance.

When applicable, the City will collaborate with the Contractor to develop a cooperative maintenance program with Business Improvement Districts (BIDs), the development community, and large landowners so that maintenance expenses can be shared with those who directly benefit from the placement of Program Elements. Notwithstanding any collaborations, Contractor shall remain responsible for all maintenance obligations under the Contract and this Scope of Services.

The STAP Maintenance Schedule below for preventative, regular and emergency maintenance is based upon historical data, public comments and complaints, calls received through the City's 311 Center, and crowd-sourced information.

The Contractor shall conduct maintenance for all Program Elements according to the schedule below to ensure that Program Elements are in optimal condition at all times. Scheduled maintenance presumes that replacement units, parts, and/or components identified in the Kit-of-Parts required for repairs or replacement are available for such activity. The Contractor shall maintain the City's inventory of replacement units, parts, and/or components in real-time notifying the City of the need to replenish that inventory so that maintenance can be accomplished in compliance with the STAP Maintenance Schedule.

9.1. STAP Maintenance Schedule

Type of Maintenance	Description	Minimum Frequency	% of Total Inventory per Frequency
Preventative	Replacement of worn structural elements; OEM recommended maintenance especially for Digital Displays	Weekly	10%

Type of Maintenance	Description	Minimum Frequency	% of Total Inventory per Frequency
Regular	On-site visual review of site conditions to determine maintenance needs; Removal of graffiti, stickers and tags; Replacement of broken structural parts/components; Cleaning of Digital Displays; Emptying of Litter Receptacles; Removal of litter and debris	Weekly	100%
Hot Spots	All Preventative and Regular	Three (3) times per week	30%
Deep Cleaning	Power washing to pads and Program Elements; Painting or repairs to structural damage; Removal and refurbishment of Program Elements	Rotating schedule • quarterly for power washing; additional power washing at specific locations as needed • bi-annually or as needed for painting & all other repairs	Power washing: 100% Painting & all other repairs: 50%
Emergency	Replacement of broken glass; Damaged structures, broken Digital Displays; Response to constituent complaints or concerns submitted to the City; Safely secure and/or restrict access to Program Elements that cannot be repaired immediately to minimize liability concerns.	Immediately upon notification and no later than 24hrs after notification	100%

Type of Maintenance	Description	Minimum Frequency	% of Total Inventory per Frequency
CMS – Remote Monitoring	Ongoing monitoring of CMS to ensure proper service levels, ensure accurate and ongoing data/information transfer.	Ongoing	100%
CMS – Broken Integration	Diagnose integration failure; alert partner(s) of source problem; offer remedy of solution and/or offer remediation support.	Upon notification and no longer than 24 hours after notification	100%
CMS – System Access	Diagnose system access failure; Reconnect service; Ensure and/or recover data loss.	Upon notification and no longer than 24 hours after notification	100%

The Contractor shall adhere to the Maintenance Schedule to best ensure that all Program Elements are kept in optimal condition at all times. Future Maintenance Schedules shall be developed based upon historical data derived from StreetsLA's Asset Management System and the experience of the Contractor. Historical maintenance data will be reviewed to determine that the needs of low-income, minority, Limited English proficiency and disabled populations are being met through the scheduled and emergency maintenance activities.

9.2. Liquidated Damages

Liquidated damages under the Contract shall be applied in the following way: If the City believes that the Contractor has failed to perform its maintenance requirements at a specific Program Element location(s) according to the Contract, it shall put the Contractor on notice of such deficiency. Once Contractor has addressed the maintenance deficiency and has provided City with proof of its remedial actions (preferably by digital photograph) within the applicable time allowed under this Contract or as otherwise required by the City, such site shall tentatively be deemed to be in full compliance. If the same Program Element location(s) is deemed to be out of compliance in the future and the City notifies the Contractor, this notification shall be deemed to be a new instance and shall begin the liquidated damage process anew. If the Contractor fails to provide the City with proof that it has resolved a maintenance issue once it has been notified, or the maintenance issue is not resolved, then any further notice by the City on the same Program Element location(s) shall be deemed to be the same instance of failed maintenance and the

applicable liquidated damage amount shall apply to a second notice, and any subsequent notice for the same Program Element location(s), until the maintenance deficiency is demonstrated by the Contractor to be resolved. The provisions of Article 23 of the Contract – Excusable Delays, shall apply to this provision.

Liquidated Damages Schedule:

1st Notification: $0

2nd Notification:

- Preventative Maintenance. $100 per incident
- Regular Schedule Maintenance $250 per incident
- Hot Spot Maintenance $500 per incident
- Deep Cleaning $500 per incident
- Emergency Maintenance $1000 per incident
- CMS Maintenance $250 per incident

3rd Notification: liquidated damage rates doubled

Remedial actions requiring more than 24 hours to cure following notification shall not be considered a cause to assess additional liquidated damages by the City provided Contractor has initiated its response within 24 hours of notification and notified the City that properly curing the noted deficiency will require additional time. The Contractor shall pay all such liquidated damages to the City within 10 business days of Contractor's receipt of the City's invoice for the liquidated damages.

After the third notice is issued, the City may, in its sole discretion, perform the maintenance with its own employees and/or independent contractors and the Contractor shall pay all actual costs or charges incurred by the City by reason of such maintenance. If a third notice is issued in any consecutive twelve-month time period, this shall be grounds for Contract termination. The City shall invoice the Contractor directly for any costs or charges incurred by the City to perform maintenance. Contractor shall pay the City for all amounts invoiced within 30 business days of Contractor's receipt of invoice.

Contractor's failure to promptly remit its payment for Liquidated Damages or costs/charges invoiced by the City may be deemed a failure to perform by Contractor and may result in the termination of the Contract pursuant to Article 8 of the Contract, "Termination" and its applicable cure period.

9.3. Excessive Maintenance

If a Program Element site constantly requires excessive maintenance or, despite its best efforts, Contractor is unable to reasonably maintain a Program Element due to circumstances beyond the Contractor's or the City's control, the City and Contractor may determine such Program

Element site is a nuisance. Contractor and City shall work collaboratively to address nuisance sites including the temporary or permanent removal of part or all of Program Elements from the nuisance site. Locations requiring the permanent removal of Program Elements shall be declared abandoned and the Contractor shall have no further obligation to furnish, maintain, and operate Program Elements at such abandoned locations.

9.4. Damage, Destruction, and Theft of Program Elements

Program Elements that are willfully or maliciously damaged, destroyed, or stolen, or damaged and destroyed due to accident or incident that does not constitute a Force Majeure Event and caused by a party other than the Contractor or City shall be repaired and returned into service by the Contractor. If deemed a total loss, Contractor shall replace the Program Element from City's inventory of replacement units.

The City anticipates that the Contractor will perform routine repairs including, but not limited to, replacement of worn parts, replacement of non-structural damaged parts, and repainting at no cost to the City and will recuperate its costs by making claims against the responsible parties. Similarly, if a Program Element is deemed a total loss, Contractor, upon written request of the City, shall seek to make claims against responsible parties. The City and Contractor shall mutually determine the financial responsibilities and obligations for this work with pricing that is consistent with EXHIBIT C to the Contract.

9.5. Relocations and Removals

Contractor may, from time to time, be required to temporarily or permanently remove, reinstall, relocate, or replace Program Elements as required to accommodate roadway construction projects, special events, bus stop relocations, bus stop deletions, bus stop additions, and/or similar needs effected through transit route changes or other reasons. The Contractor shall perform annually a maximum of 35 removals, reinstallations, and/or relocations for the City's purposes or for needs deemed beyond the control of either of the Parties at no cost to the City. The removal and relocation and/or reinstallation of the same Program Element shall be deemed a single occurrence for the City's no-cost allowance, i.e., each action necessary to remove, relocate, and/or reinstall the same Program Element shall not be counted as individual or separate occurrences against the City's allowance.

The Contractor shall recover removal, relocation, re-installation and/or replacement costs from third parties when practicable including, but not limited to Media Production Companies, private development projects, bond/grant/specially funded City/government street improvement projects, work performed by any utility or covered by a City-issued utility permit, special events affecting Public Rights-of-Way (e.g., parades, street fairs, marathon or similar road races, house moving or transport of similar large objects), and requests not related to the delivery of public services. With the City's approval, Contractor shall be authorized to invoice and receive payment directly from third parties requesting or requiring the removal, relocation, reinstallation, and/or replacement of Program Elements. Unless otherwise directed by the City, Contractor shall not be obligated to initiate any physical action to remove, relocate, reinstall, or replace Program

Elements until requesting parties provide their remittance for the full amount of the invoiced costs. The City and Contractor shall mutually determine the financial responsibilities and obligations for this work with pricing that is consistent with Exhibit C to the Contract.

9.6. Cooperation with the Media Production Companies

The Contractor shall comply with the requests of the City to provide services to Media Production Companies including, but not limited to, commercial filming permitees. Those services shall include but not be limited to the following:

- Temporarily dimming or shutting off Digital Displays
- Temporarily replacing Digital Display and static Ad Panel content with temporary content provided by Media Production Companies
- Temporarily removing and reinstalling Program Elements for Media production

All requests for these or other required services shall be made to StreetsLA which will coordinate with the Contractor and authorize the Contractor to perform the required services. The Contractor shall develop rates for these services which will be approved by the City. The City shall make requests for the specific services through the CMS or other mutually acceptable means in advance of the date of the required service.

The Contractor shall invoice the requesting Media Production Company for the specific services required at the rates approved by the City. The Contractor shall be directly reimbursed for those expenses by the requesting Media Production Company. Contractor shall not be entitled to recover any other costs associated with providing services required for Media Production Companies other than those approved by the City.

Only those services authorized by the City will be rendered by the Contractor to the Media Production Company. The Contractor shall not dim, shut off, remove advertising copy or Program Elements for any party without prior City authorization.

10. ADVERTISING GUIDELINES

The Contractor is aware of the importance of Program Elements to advertisers and the importance of the advertising revenue that finances the capital and operational costs of the Program. Advertising on Program Elements must comply with the City's Advertising Policy, Exhibit F to the Contract.

The Contractor shall expand the opportunities for advertisers in Public Rights-of-Way with Digital Displays, other new technologies, and experiential opportunities that will enhance the experience for transit riders, active transportation and shared mobility users, pedestrians, and the public.

10.1. Review of Advertising Content

The Contractor shall be responsible for all advertising to be displayed on Program Elements and shall use sound business judgment in accepting advertising content for posting. The Contractor

shall have the right to reject any objectionable advertising, especially if it in good faith believes that said advertisement will have a detrimental impact on the sale of advertising and the value of the STAP and other City advertising programs. Potentially objectionable advertising may be submitted for review to the City and may require changes in copy, visuals, or other materials so that the advertisement is acceptable to community standards. The City retains the right to reject any advertising subject to the terms of its Advertising Policy.

10.2. Removal of Objectionable Content

The Contractor shall remove any advertising that the City determines is in conflict with the City's Advertising Policy. Removal shall take place as soon as possible, but no later than 24 hours from the time of notification to the Contractor.

The Contractor shall indemnify the City from all litigation regarding Contractor's determination of the acceptability of advertising content.

10.3. Sustainable Practices in Advertising Production

The Contractor shall use sustainable materials in STAP to the extent commercially practicable. The production of static advertising shall use of sustainable, low-impact, recycled, recyclable and/or biodegradable materials to the extent commercially practicable.

10.4. 2028 Olympic and Paralympic Games and Other Special Events

The City has entered into a Host City Contract with the International Olympic Committee for the 2028 Olympic and Paralympic Games (Games). The Contractor shall adhere to the principles and operational requirements required by the Host City Contract where they pertain to the operation of STAP. In particular, the Contractor shall ensure that advertising displayed on Program Elements during the Games are in compliance with the Host City Contract. The Contractor shall collaborate with the City to manage and control Program Elements within and around Olympic venues and other sites utilized for the purposes of the Games.

During the Contract Term, the City will host other major special events and, as a result, the Contractor shall, at the direction of the City, support the promotion of these major special events using the Program Elements and as it pertains to STAP. All requests in support of major special events using the Program Elements shall be approved by the City with advice from the Contractor.

10.5. Public Art Program

The Contractor shall continue the existing public art program from the CSFP; however, the spirit of that program will be combined with the Contractor's proposed Digital Arts Program, ARTREACH. No public art shall be installed on any Program Element without prior approval of the Cultural Affairs Commission.

The unified program shall be managed solely by the Contractor on behalf of the City. Program management shall include allocation and scheduling of space on Program Elements for the display of public art; designating community partner(s) to select, organize and present public art

and negotiate agreements with artists, arts and cultural organizations, advertisers, sponsors, and other groups for space on specific Program Elements dedicated for this purpose; and, the posting and removal of art in standard formats (i.e. vinyl application, static posters, or Digital Displays) on Program Elements. The Contractor shall submit for the City's approval their designated community partner(s). The City reserves the right to instruct the Contractor to remove or replace any designated community partner. Any agreements entered into for public art shall include a provision that indemnifies the City against any lawsuit or claim arising out of infringement of any intellectual property right similar to Article 16 of the Contract.

The installation of public art shall be on a space available basis, meaning that installations will be allowed when there is static and/or digital advertising space available for such purpose. At no time shall paid advertising be preempted for the installation of public art. The cost of producing public art shall be borne by the artists, sponsors, or third-party funding. The Contractor may seek third-party funding such as grants or sponsors, to augment the program and offset artist or community costs.

The Contractor shall be responsible for the general maintenance and cleaning of public art displayed or installed as part of the STAP's public art program. Neither the City nor the Contractor shall be responsible for the remediation of vandalism or repairs of public art beyond general cleaning necessary to maintain the artwork's appearance. The remediation of vandalism or repairs of public art displayed on Program Elements exceeding the Contractor's general maintenance responsibilities shall be the responsibility of the artist and/or sponsoring community organization. In cases where public art is damaged beyond the ability of the artist or sponsoring community organization to effect repairs necessary to restore the art to a level acceptable to the City and Contractor, the Contractor shall be allowed to remove the art or coordinate the removal of damaged art with the artist and sponsoring community organization to effect the same; all art removed from Program Elements shall be returned to the artist or sponsoring community organization.

The Contractor shall be responsible for the development of criteria for public art that will be displayed on or within the bounds of Program Elements. It is the responsibility of the Contractor to use its best judgement in approving the display or installation of public art. At any time, the City may instruct the Contractor to remove public art.

Artists and/or their sponsoring community organizations, shall retain the ownership rights to any public art displayed on any Program Element; neither the City nor the Contractor shall have possessory interest in the art, ownership rights to art, or ability to obtain commissions or revenues from the sale or transfer of ownership rights of any art. Public art displayed on Program Elements may not be copied. duplicated, reused, or otherwise reproduced by the Contractor or third parties without the express consent of the artist or owner. Any agreement entered into between the Contractor and the artist or copyright owner shall reserve for the City the right to reproduce or modify the art for any non-commercial purpose.

11. ADVERTISING SALES

11.1. Sale of Advertising Space

The Contractor acknowledges that the revenue generated from the advertising on Program Elements is crucial to the success of the Program. The Contractor shall work to build the Program into one of the most valuable out-of-home advertising programs of its kind in the world.

At a minimum, the Contractor shall use its best efforts to successfully engage in the following sales activities:

A. Conduct national, regional, and local sales programs;

B. Provide advertisers with digital, static, experiential, interactive, and other emerging advertising platforms;

C. Implement programmatic and demand side platform sales channels;

D. Participate in out-of-home ratings services, such as Geopath, Streetmetrics and others to garner data-driven advertising buys;

E. Identify cooperative advertising programs for local advertisers in which local retailers/merchants share the cost of STAP advertising with wholesalers or manufacturers;

F. Become members of local Chambers of Commerce, Industry and Trade Organizations and other business organizations to promote STAP advertising;

G. Partner with allied industries to promote advertising on STAP in concert with advertising on broadcast, online and other mediums;

H. Market STAP advertising inventory using data collected from and about Program Elements;

I. Identify, demonstrate, and add new technologies, structures, and programs that will maximize advertising revenues;

J. Diversify the advertiser base for STAP and bring new advertisers to out-of-home;

K. Enhance the experience for transit riders, users of active and shared transportation and pedestrians earning the support of allied advertiser categories;

L. Provide industry-leading guidance to the City regarding the mix of Program Elements and deployment of technology; and

M. Work with the City to develop a strong STAP brand image that is recognizable to advertisers worldwide.

11.2. Reporting Requirements

Contractor shall provide regular and up to date reporting to the City for STAP. At a minimum, reporting should include the following:

INVENTORY TRACKING AND CONTROL			
Data	Details	Format	Frequency
All inventory by location, type (digital, static, etc.), size	Includes location characteristics: • geographic location • audience (rider, pedestrian, motorist) Utility cost per device and per location Traffic Audit Bureau Circulation Data (Available by Subscription or the Contractor would be required to buy the subscription)	Plotted on StreetsLA GIS/Asset Management Plan Digital image of each device Detailed maps of each location (station, transit center or hub, ROW or space on shelter, kiosk, etc.)	Real Time
Posting/display schedules	By location and device	Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA with function to download in multiple formats including Microsoft Excel; Ability to review content prior to posting	Monthly or as needed for content review
Inventory availability Occupancy rates	By location and device	Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA with function to download in multiple formats including Microsoft Excel	Weekly Monthly
Maintenance schedules	Records of maintenance activities	Entered into the StreetsLA Asset Management Program	Real Time
Sales contracts	By location, device, rate, and term Commissions paid to advertising/media placement agencies	Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA to review records and contract documents; Function to download in multiple formats including Microsoft Excel	Monthly
Revenue	By location and device	Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA to review records; Function to download in multiple formats including Microsoft Excel	Monthly
Accounts	By advertiser • Billings • Payments • Aging accounts • Reconcile buy periods with posting/display schedules		

Contractor's reporting shall, unless otherwise agreed to by the City, be done through the Content Management System (CMS). The Contractor shall provide details of all contracts and billing and collection activity. Upon the City's request, the Contractor shall provide copies of all advertising sales contracts. Advertising contracts shall detail the value of advertising purchased including the location and duration of the buy. Contractor acknowledges that STAP advertising contracts are subject to the California Public Records Act and are not confidential.

11.3. Business Plan

The Contractor shall develop and furnish to the City an annual business plan that details how the Contractor intends to accomplish the required Program administration, permitting, maintenance, billing, reporting, and coordination activities of STAP. The annual business plan shall be furnished to the City by the 31st of January every year during the Contract Term.

Pursuant and subject to the provisions of Article 5 in the Contract – Contractor Personnel, the Contractor has assembled a team to provide the services required to manage STAP. To define the roles and responsibilities of the Contractor's team, the Contractor shall provide the City with a Project Organizational Chart. That organizational chart shall be updated as needed and at least

annually to identify all Contractor Personnel working on the Program and their individual responsibilities. The most current Project Organizational Chart shall be included in the annual business plan.

The business plan shall detail how the Contractor will provide oversight/quality assurance for the member organizations that comprise its team. The business plan shall demonstrate that Contractor will perform all of its responsibilities required by the Contract using industry best practice in all disciplines.

The Contractor's business plan shall include a schedule for the maintenance of Program Elements in accordance with the schedule mandated by the City (See 9.1 STAP Maintenance Schedule), including any changes thereto during the Contract Term.

Contractor's business plan shall provide detail on how it will carry out its management of STAP's primary activities:

- Monitoring and assurance of equity in all aspects of STAP
- Community outreach/engagement
- Design and manufacture of Program Elements
- The installation, removal, restoration, and maintenance of Program Elements
- The deployment and use of technology
- The collection and use of data
- Sustainability practices and measures

11.4. Sales Plan

Along with its business plan (Section 11.3 above), the Contractor shall also develop an annual sales plan for the purpose of achieving the goals of the Program described in the Contract, including, but not limited to, maximizing revenues from national, regional, and local sales, as well as expanding the categories of advertisers beyond those currently buying advertising in the existing program, CSFP. Contractor's sales plan shall be updated annually and presented to the City for its review by the 31st of January every year during the Contract Term.

The sales plan shall detail how the Contractor intends to achieve the following:

- Maximizing sales, increasing total gross revenue year upon year
- Maximizing occupancy rates of the available STAP advertising inventory
- Diversifying the categories of advertisers to include technology, entertainment, financial services, insurance, healthcare, education, wireless, consumer product, automotive, pharmaceuticals, online commerce, financial services, healthy food and beverage and others
- Increasing sales to multicultural advertisers in recognition that Los Angeles is a minority-majority city

- Selling the STAP advertising space at rates that are comparable and competitive to those of other media in the Los Angeles DMA
- Developing supplemental sales through establishing programmatic online sales of STAP advertising space
- Developing methods to allow small, local merchants to buy STAP advertising in their neighborhoods through a self-service exchange or demand side platform
- Demonstrating experiential advertising and other innovative forms of advertising that would increase revenue and the value of the Program

The sales plan shall demonstrate the tactics and strategies that the Contractor shall utilize to maximize revenues through achievement of a reasonable mix of national, regional, and neighborhood sales. The sales plan shall designate who will have primary responsibility for these selling advertising at all levels, whether they are the Contractor's own staff or third parties. An organizational chart of the Contractor's sales staff and/or subcontractors/third parties handling sales will be provided in the sales plan. At no time shall the STAP's advertising space be sold by any organization other than the Contractor and its affiliates without the prior written approval of the City, with the exception of third-party programmatic services.

Contractor shall establish goals for some percentage of overall STAP advertising revenue to come from programmatic and demand side platforms, subject to review by the City. Programmatic sales may simplify the buying of STAP advertising space and thereby increase revenue. The role that out-of-home advertising plays in support of online, mobile, and video advertising may also make programmatic selling a logical part of the STAP.

The Contractor's sales plan shall include specific strategies to raise advertiser awareness of place-based and audience-based advertising and the opportunities of diverse viewership through STAP.

11.5. Establishing Rates, Contract Terms and Rate Card Review

The Contractor shall establish national, regional, local, and public service rates for the sale of STAP advertising space. The Contractor shall include these rates in its annual sales plan and explain any premium charges or discounts that are part of its selling strategies. The suggested term for the length of advertising buys/contracts should also be rationalized for the STAP advertising inventory, especially with the inclusion of Digital Displays.

The City may review the Contractor's rates on an annual basis to offer input to Contractor on the appropriateness of those rates in relation to other Los Angeles DMA media, especially other forms of out-of-home advertising. The Contractor shall establish rates for the STAP independent of its other in-market out-of-home assets. Notwithstanding the foregoing, Contractor shall make the final determination for what rates to accept on a campaign-by-campaign basis.

11.6. Barter, Over-Posting, Bonusing and Removal of Dated Materials

The City does not allow the use of STAP advertising space for barter that benefits the Contractor without the City receiving compensation for the value of the advertising space bartered. All

barter transactions will be accounted for in the reports provided to the City. Each barter agreement will be presented to the City for its approval in advance and will be reported as a sales agreement for purposes of reporting.

Maintaining a clean and well-kept environment for those using the Program Elements is of paramount importance to the City. Since empty advertising displays diminish the appearance of Program Elements as well as sales of the space, the practice of over-posting on Program Elements is allowable to no more than 10% of the total STAP advertising inventory. Over-posted advertising must remain in "like-new" condition. The Contractor shall report the rate of over-posting in conjunction with its reporting on occupancy rates.

The City restricts the practice of guaranteed bonusing of advertising space as this practice results in reduced revenues to the City and erodes the value of the STAP's advertising space. The Contractor shall limit bonusing to no more than 10% of the space purchased by the advertiser. Contractor shall be allowed to utilize space-available bonus practices as long as such practices are designed to increase total revenues generated under the Program. The City reserves the right to further restrict, or prohibit outright, bonusing.

If the Contractor operates other out-of-home advertising inventory in the Los Angeles Market, STAP advertising space can be sold as part of city-wide 'domination' sales packages; however, at no time would the City allow STAP space to be used as bonus or over posting or barter for primary buys on other forms of out-of-home advertising.

The City may use any unsold space for its own messages or for co-promotional purposes. The City will also allow the use of unsold space for the purpose of promoting STAP advertising opportunities.

The CONTRACTOR shall provide an acceptable procedure for removing dated materials at the end of each advertising contract term. All dated materials shall be removed within ten (10) calendar days of the end of an advertising contract. CONTRACTOR shall remove all dated static advertising materials from Program Elements and dispose such material with consideration for STAP goals concerning sustainability and in accordance with environmental laws.

11.7. Public Service Advertising and Public Service Fees

The Contractor shall establish a public service advertising rate that will be charged for qualifying, certified not-for-profit organizations and will provide space for public service advertisers on a preemptive basis. Public service advertising will only be accommodated when there is unsold space available. Public service advertising is subject to the City's Advertising Policy.

The Contractor shall manage public service advertising partnerships for the City. The Contractor shall maintain a database in the CMS of all public service advertising posted on the STAP for the purpose of ensuring that the space is granted on an equitable basis to as many eligible organizations as possible.

The Contractor may charge a reasonable rate for the labor and materials required to produce and install public service advertising, including the cost of posting and scheduling advertising into the Content Management System. The fees received for any required production and placement of public service advertising will be identified in the sales activity reports provided to the City. That statement will include a listing of all the public service advertising posted during each reporting period.

11.8. City's Retained Rights and Cooperative Promotions

The City requires that the Contractor make advertising space available for City-sponsored public education and information campaigns and to develop cooperative promotions that market the services of the City or promote the image of the City or the culture and history of its communities and neighborhoods. For that purpose, the City reserves the right to use five percent (5%) of all digital advertising space and fifteen percent (15%) of all static advertising space without the need to compensate the Contractor. In situations when the City requires more than the aforementioned set aside, the Contractor shall receive compensation for the value of advertising space beyond the set aside at the prevailing public service advertising rate. This set aside is not inclusive of the City's use of Program Elements for the delivery of real-time transit information or emergency messaging.

The cost for production of static advertising and other extra-ordinary costs including formatting graphics or posting materials into the CMS shall be borne by the City Department requesting the display space.

11.9. Sponsorships

Sponsor Criteria/Eligibility

Sponsors seeking naming rights or underwriting STAP services or Program Elements must meet the following criteria:

- Be able to provide evidence of financial stability by providing audited financial statements
- Have a proven history of no fraudulent or unethical behavior or business practices
- Be in compliance with the City's Advertising Policy

The Contractor shall present sponsorship opportunities to the City for its review and approval prior to signing agreements for the sponsorship of Program Elements. The Contractor shall share revenues from sponsorships at the same revenue share value as detailed in the Contract as it pertains to Additional Program Elements and Advertising Programs.

No sponsorship agreements shall be entered into without City approval.

11.10. Experiential Advertising and Other Sales Opportunities

The Contractor shall present to the City for its consideration experiential advertising and other sales opportunities, such as brand activation marketing and commercial partnerships, that benefit the City and enhance the experience of transit riders, the users of active and shared ride

transportation, and pedestrians. No such advertising, marketing, or commercial activities shall occur without prior City approval.

Experiential marketing is defined as product sampling, musical or other theatrical performances, and the deployment of spectacular or interactive displays. Brand activation marketing is defined as a staged event, domination, special displays, services, or brand experience. Commercial partnerships are defined as long-term marketing relationships including sponsorships of Program Elements.

The aforementioned forms of advertising and marketing shall not impede the Public Rights-of-Way, required pedestrian access and visibility sight lines required for vehicular, cyclist, and pedestrian safety, nor shall they obstruct access to Program Elements, the boarding and alighting of transit, the regular flow of vehicular and bicycle traffic, access to adjoining properties, access to curbside street parking, access by utilities to their equipment, and access to fire hydrants and/or fire safety stand-pipes. The Contractor and its advertising clients shall ensure that these forms of advertising and marketing activities are adequately staffed, if deemed required by the City, by the Contractor or the advertiser. At all times the Contractor and the advertiser shall obtain the required liability insurance and any permits, to the extent required, to stage these forms of advertising and marketing activities, and provide courtesy notifications to adjoining properties and businesses. Experiential advertising or other sales activities shall not advertise or promote products, goods, or services that directly compete with adjoining business establishments or other businesses within 150-feet of the advertising site.

The Contractor shall be allowed to supplement, adhere and/or modify Program Elements for these opportunities provided that all Program Elements modified for such use will be restored to their original condition immediately following the conclusion of such advertising and marketing activities. These supplements, adherents or modifications shall not impede the use of Program Elements or limit Sidewalk or Public Rights-of-Way access or use.

The Contractor shall collaborate with the City to develop a criterion for approval of these forms of advertising. That criterion shall be used by the Contractor in the development and acceptance of these forms of advertising from advertisers or brands.

The City may allow the Contractor to stage experiential, brand activation, partnership or sponsorship events in areas that are zoned commercial, industrial or in an entertainment or special purpose district as designated by the City of Los Angeles including but not limited to the following:

- Sports and Entertainment District
- Hollywood Boulevard Commercial and Entertainment District
- Hollywood Entertainment District
- NOHO Arts District
- LA Stadium and Entertainment District
- South Park Entertainment District

The Contractor shall bring all experiential, brand activation, partnership, or sponsorship opportunities to the City for its approval prior to signing any agreements for these forms of sales opportunities. In all circumstances, Gross Revenues will be shared with the City at the levels described in the Contract.

12. Smart Technology/Digital Infrastructure

Contractor acknowledges that an important part of the City's vision for STAP is to use Program Elements as part of the City's digital infrastructure. The Contractor shall cooperate with the City to ensure that Program Elements both create, use and exchange data as part of their function. The Contractor shall make Program Elements available for sensors, fiber optic cabling and networked systems, software and system protocols that will contribute to the City's digital infrastructure plan as developed by ITA. The Contractor shall cooperate with the City's request(s) to deploy sensors or other data collection devices to benefit service delivery and the City's asset management objectives. The Contractor shall suggest the inclusion of smart technologies that support the City's digital infrastructure in STAP. The Contractor shall support other City initiatives such as LADOT's Mobility Data Specification feeds, the Angeleno Account, and similar.

Contractor, at the request of the City, shall ensure that Program Elements are available for housing small-cell towers and network devices to support 5G cellular service, as well as other emerging technologies that benefit City services and the public. Wi-Fi and similar services may be added to STAP if accommodated by third-party development of 5G or other technology. To that end, the Contractor shall work with ITA and other City departments to develop a plan to utilize Program Elements to become a backbone of the City's connected future.

Responsive street furniture and devices that adapt to the needs of seniors and persons with disabilities, beyond what is already described in the Contract, may be added to the Program at specific locations with support from third parties; however, the Contractor shall not be responsible for the technical development of these features, but will support the installation and provide maintenance of these features on Program Elements as long as such maintenance does not create a material undue financial burden on Contractor.

13. Data Collection, Data Ownership & Use of Location-Based Technology

Data that is collected through Program Elements and STAP programs will be the sole property of the City. The primary purpose for the collection of data is to improve City services. All data collected shall be non-personally identifiable information in accordance with the provisions of the California Consumer Privacy Act of 2018, unless the user(s) specifically opts-in, or where such data is reported from devices not governed by STAP in which case data rights will be governed by appropriate contracts. None of the data collected shall be stored or held by the Contractor during the Contract Term. All data shall be rendered to the City at the City's discretion. None of the data collected through the STAP shall be made available to any person or entity without the prior written authorization by the City.

The Contractor may propose opportunities to monetize the data collected from the Elements,

technologies and programs developed for STAP. Such activity shall not be allowed unless specifically authorized by the City and with the City sharing in revenues from that monetization. All current and future uses of data must comply with the California Consumer Privacy Act (CCPA), the City's Digital Code of Ethics, and the City's Privacy Policy, as amended from time to time, and all other applicable policies and laws as they arise.

The City may allow advertising that utilizes location-based technologies that can activate or display mobile content to the public within a defined radius, especially around major public attractions, such as museums and sports venues. The use of location-based technologies for commercial activities will only be authorized by the City if it is opt-in or anonymized and provides all the protections of the CCPA. Any activities, whether commercial or not, in the STAP that use location-based technologies must be reported to the City.

14. STAP Innovations

The City and the Contractor agree that demonstrating innovations in STAP is beneficial to both Parties. The City wishes to explore the use of innovative technologies, sales strategies, structures, devices, and programs in STAP to achieve the Program's goals and to maximize Program revenues.

14.1. Identification and Demonstration of Innovations

The Contractor may at any time during the Contract Term present proposals to the City to deploy an innovation. The proposal shall contain the following information to allow for the City to review the viability of the innovation for STAP:

A. A description of the innovation and how it will be deployed in STAP

B. How the innovation contributes to the achievement of STAP's goals

C. How the innovation complements the existing Program Elements

D. The capital and operating cost of the innovation and its impact on STAP revenues

E. The proposed period required to adequately demonstrate the viability of the innovation

All innovative proposals must adhere to the requirements the requirements of this Contract and all applicable federal, state, and local regulations. The City shall review every proposal submitted by the Contractor and issue an acceptance or rejection of the innovation proposal. Once an innovation proposal has been accepted by the City, the Contractor shall demonstrate the innovation over the agreed-upon demonstration period, providing periodic reports to the City of the efficacy of the innovation. Following the period of the demonstration and evaluation of Contractor reports, the City shall determine if the innovation becomes a permanent element in STAP.

The capital cost of the addition of any innovation to STAP will be borne by the City, unless otherwise agreed upon in writing by the City and Contractor. Revenues resulting from any

innovation that is added to STAP, shall be shared according to the revenue share in the Contract or as amended.

14.2. Monetization of STAP Innovations

The parties acknowledge that the nature of STAP can yield innovations that will have monetary value. Notwithstanding Article 18 of the Contract, all innovations that have been developed by Contractor from the operation of STAP and approved by the City shall be the property of the Contractor and the City and each party shall share equally in the future monetization of such innovations to the extent possible. Any innovation owned by third parties deployed by Contractor in association with STAP shall remain the property of such third parties. The Contractor and the City shall share in the revenue generated from such innovations, less the expense associated with the implementation and execution of such innovations.

Those innovations may include but will not be limited to the following:

- Digital rights
- Data monetization
- Gamification
- Virtual reality
- Augmented reality
- Location/Place Based advertising
- Audience focused advertising
- Interactive advertising technologies
- Mobile integration

EXHIBIT B – PROPOSED ROLL OUT SCHEDULE

ROLLOUT SCHEDULE Task	Phase	Start Date	Due Date	Months
Transition Working Group	0	1/1/2022	6/30/2022	6
Planning Working Group	0	1/1/2022	6/30/2022	6
Technology Working Group	0	1/1/2022	6/30/2022	6
Design Working Group	0	1/1/2022	6/30/2022	6
Launch Working Group	0	1/1/2022	6/30/2022	6
P1 RA Permits	0	1/1/2022	6/30/2022	6
Phase 0: Planning A Complete		**6/30/2022**	**6/30/2022**	0
Q1 Rollout: 110 shelters, 33 refurbs, 45 misc	1	7/1/2022	9/30/2022	3
Q2 Rollout: 184 shelters, 55 refurbs, 75 misc	1	10/1/2022	12/31/2022	3
Q3 Rollout: 220 shelters, 66 refurbs, 90 misc	1	1/1/2023	3/31/2023	3
Q4 Rollout: 220 shelters, 66 refurbs, 90 misc	1	4/1/2023	6/30/2023	3
Phase 1: Rollout A Complete		**6/30/2023**	**6/30/2023**	0
SUM Zone Permit Playbook	2	7/1/2022	6/30/2023	12
P3: RB Permits	2	7/1/2022	12/31/2023	18
Site standalone Mobility Hubs w/SUM Zones	2	1/1/2023	12/31/2023	12
City Integration Playbook	2	7/1/2022	12/31/2023	18
Phase 2: Planning B Complete		**12/31/2023**	**12/31/2023**	0
Q1 Rollout: 91 shelters, 27 refurbs, 36 panels	3	7/1/2023	9/30/2023	3
Q2 Rollout: 91 shelters, 27 refurbs, 36 panels	3	10/1/2023	12/31/2023	3
Q3 Rollout: 92 shelters, 28 refurbs, 36 panels	3	1/1/2024	3/31/2024	3
Q4 Rollout: 92 shelters, 28 refurbs, 36 panels	3	4/1/2024	6/30/2024	3
Phase 3: Rollout B Complete		**6/30/2024**	**6/30/2024**	0
Coordination with World Cup and Olympics	4	1/1/2024	6/30/2024	6
Goal Alignment w/public planning docs	4	1/1/2024	6/30/2024	6
Plan coordinated grant funding opps	4	1/1/2024	6/30/2024	6
Plan deployment of mobility data network	4	7/1/2024	6/30/2025	12
Integration with ITA, LADOT, ATSAC 3.0, etc	4	7/1/2024	6/30/2025	12
Phase 4: Planning C Complete		**6/30/2025**	**6/30/2025**	0
Q1 Rollout: 100 shelters, 30 refurbs, 16 panels	5	7/1/2024	9/30/2024	3
Q2 Rollout: 100 shelters, 30 refurbs, 16 panels	5	10/1/2024	12/31/2024	3
Q3 Rollout: 100 shelters, 30 refurbs, 16 panels	5	1/1/2025	3/31/2025	3
Q4 Rollout: 100 shelters, 30 refurbs, 16 panels	5	4/1/2025	6/30/2025	3
Phase 5: Rollout C Complete		**6/30/2025**	**6/30/2025**	0

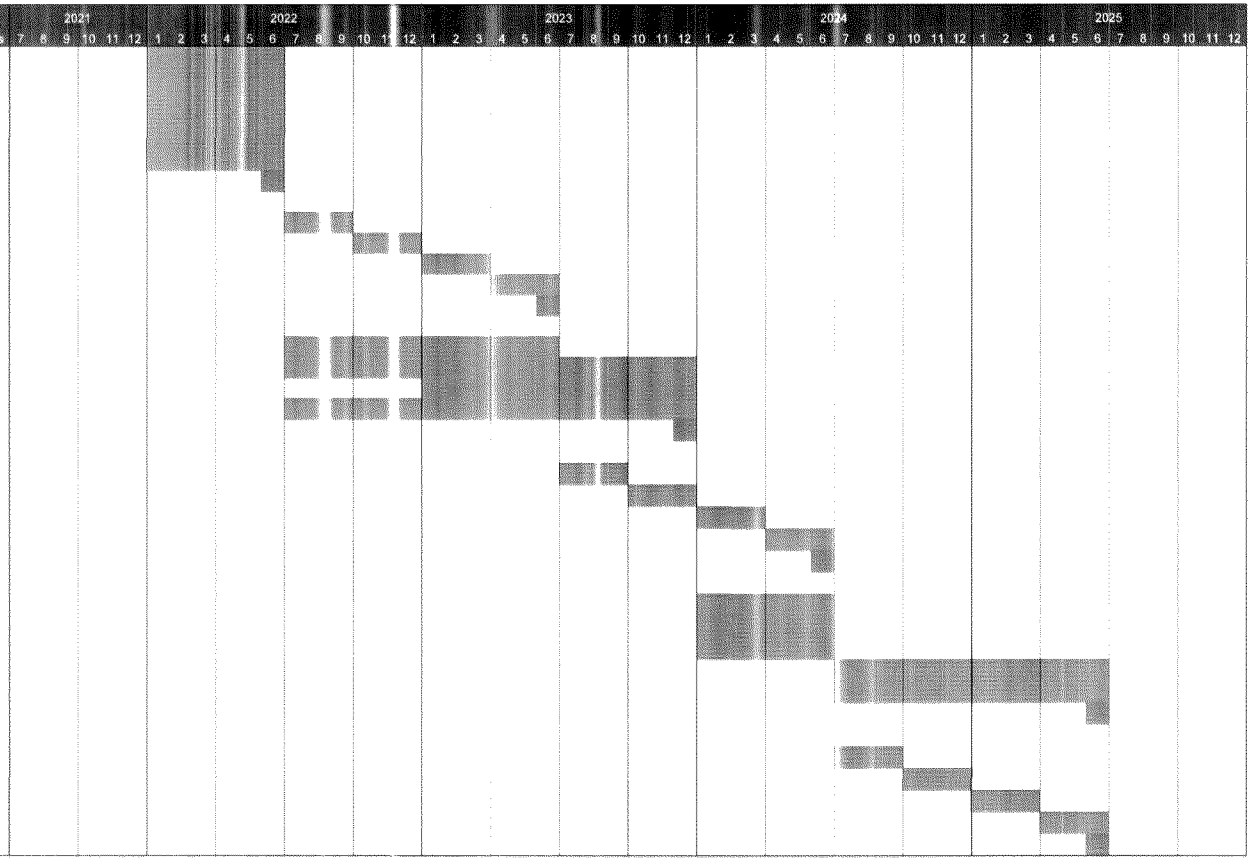


EXHIBIT C – PROPOSED PROJECT COST BREAKDOWN
CONTRACTOR'S BEST AND FINAL OFFER (BAFO)

TRANZITO
SMART MOBILITY

LA STAP BEST AND FINAL OFFER (BAFO) NARRATIVE

Submitted August 6, 2021

Amended Version 4.21, submitted August 16, 2021

(Amended pages 2, 8, 9 to show "Preferred" scenario alongside "Base" scenario)

Part 1 - Best and Final Offer Price Proposal

1. Submit a price proposal with only one scenario in which the City provides 100% CAPEx.

Our price proposal Best and Final Offer is submitted as a PDF copy entitled "LA STAP BAFO_Tranzito" (Version 4.2 Updated 8/6/21).

This document (herein referred to as "BAFO") is composed of the following tabs:

Scenarios: This tab is composed of various Project Options (see below) for the City to consider. It is intended to be a worksheet, whereby the City can see financial consequences in real-time, to assist in finalizing project parameters.

Summary: This tab provides a global project summary.

Assumptions: This tab contains all project parameters based upon confirmed information and best assumptions. Ths tab, combined with Project Options in the Scenarios tab, contain the entirety of information that is able to be inputted into the BAFO (denoted in **blue**).

Inventory: This tab provided detailed information on all shelters and other street furniture -- panels, kiosks, lockers, scooter docks, and legacy/ refurbished street furniture.

Revenues: This tab provides detailed information on Project Revenues.

CapEx: This tab provides detailed information on capital expenditures.

OpEx: This tab provides detailed information on operating expenditures.

Subcontractors: This tab splits all project costs by contractor / subcontractor.

Schedule: This tab provides project rollout in a simplified gantt schedule overview.

The "Scenarios" tab contains Project Options , where the City may elect to fine-tune its preferred project parameters.

BASE SCENARIO

The PDF "LA STAP BAFO_Tranzito" presents a "base" BAFO; this corresponds to a "base" City Revenue Share of **60.5%**.

Finance Considerations		Capital Considerations		OpEx Considerations	
City Revenue Share	60.5%	% of Pillars to install	0%	Public WiFi available	None
Annual MAG to City (with CPI)	10,000,000	# of Icon shelters	50		
$6m one-time Payment	Yes	# of Panels	50		
Capitalize Energy	No	ePaper City-Transit screens	2		
Capitalize Licensing	No	Inductive phone chargers	3		
Project Reinvestment City Rev %	15%	LoRaWAN network	Yes		
Vertical Bridge partnership	Yes	Solar capacity	High		
Rollout Schedule	Optimized				

Capex		
Design-Build Capex	34.1%	217,682,013
Maintenance Capex	3.0%	19,049,494
Energy Capex	0.0%	-
Systems Integration Capex	0.0%	-
Total Capex	**37.1%**	**236,731,507**

City Revenues		
MAG	17.3%	110,638,793
Revenue Share	43.2%	275,834,472
Project Options	0.0%	-
Total City Revenues	**60.5%**	**386,473,265**

PREFERRED SCENARIO

Our preferred scenario is one where Licensing is capitalized and basic WiFi is offered at all locations (at 10 Mbps speeds, fast enough for non-streaming internet). This yields a City Revenue share of **62%**.

Finance Considerations		Capital Considerations		OpEx Considerations	
City Revenue Share	60.5%	% of Pillars to install	0%	Public WiFi available	Basic
Annual MAG to City (with CPI)	10,000,000	# of Icon shelters	50		
$6m one-time Payment	Yes	# of Panels	50		
Capitalize Energy	No	ePaper City-Transit screens	2		
Capitalize Licensing	Yes	Inductive phone chargers	3		
Project Reinvestment City Rev %	15%	LoRaWAN network	Yes		
Vertical Bridge partnership	Yes	Solar capacity	High		
Rollout Schedule	Optimized				

Capex		
Design-Build Capex	34.1%	217,682,013
Maintenance Capex	3.0%	19,049,494
Energy Capex	0.0%	-
Systems Integration Capex	2.1%	13,684,481
Total Capex	**39.2%**	**250,415,988**

City Revenues		
MAG	17.3%	110,638,793
Revenue Share	43.2%	275,834,472
Project Options	1.5%	9,407,839
Total City Revenues	**62.0%**	**395,881,104**

Finance Considerations

- City Revenue Share: The BAFO is set at a rate of sixty-point-five percent (**60.5%**) of Project Revenues to the City. This final rate may increase based upon Project Options (see below).

- Annual MAG to City: Minimum Annual Guarantee, with an assumed three percent (**3%**) CPI annual increase. The MAG will begin in Year 2 (assumed in the calendar year 2023).

- $6 one-time Payment: A Yes/No toggle selection.
    - **Yes** pays the one-time payment upon future mutually-agreed upon terms, and acts as a Year 1 MAG.
    - **No** pays a Project Options of an additional one percent (**1%**) of Project Revenues beginning Year 2.

- Capitalize Energy: The possibility exists to pre-purchase energy in order to purchase certified green energy via PPA/ VPPA arrangements.
    - **Yes** pays energy costs through CapEx, and pays a Project Options equal to current energy cost expenses (plus portion of OpEx contingency) -- currently projected as boosting City Revenues from **60.5%** to **64.4%**.
    - **No** pays energy costs through OpEx.

- Capitalize Licensing: The possibility exists to capitalize all licensing fees for the 10-year term (aka Systems Integration).
    - **Yes** pays licensing through CapEx, and pays a Project Options equal to current licensing cost expenses (plus portion of OpEx contingency) -- currently projected as boosting City Revenues from **60.5%** to **62.6%**.
    - **No** pays licensing costs through OpEx.

- Project Reinvestment: Optional election to maintain a percentage of City Revenues directly back into the project. While this option requires further scoping, the intention is to ensure a portion of the Project Revenues is devoted to boosting the STAP project, potentially for:
    - **Additional Shelters**: Installing a cost-efficient shade element at existing bus stops, particularly stops with existing bus benches and other amenities.
    - **Design Upgrades**: Optional design elements such as adhesive wraps, upgraded roof materials, arts-related programs, etc.

- **Feature Upgrades**: Emerging features may include charging add-ons for wheelchairs (from scooter docks), emerging sensor technologies, and other amenities.
- **Infrastructure Upgrades**: Re-grading and re-paving of sidewalks adjacent to bus shelters, smart-cities upgrades, etc.

- Vertical Bridge Partnership: Our vision is for the City to control 5G deployment by owning compartments within select STAP furniture to lease out space to one or more vendors. Given a minimum required height of sixteen feet (16') above the ground, Icon shelters and panels must be installed.
  - **Yes**: Vertical Bridge offers $25,000 one-time fee (to pay for additional capital construction costs to secure fiber to the location) and $1,200 annual fee (plus assumed CPI increase) per site.
  - **No** means no Vertical Bridge partnership.

- Rollout schedule: A variable rollout schedule based upon three settings. Rollout speed positively affects Project Revenues (a faster rollout equals more revenues). It is implied that a faster rollout requires tighter City coordination and participation:
  - Aggressive: A three-year rollout averaging 1000 shelters per annum.
  - Optimized: A four-year rollout averaging 750 shelters per annum.
  - Delayed: A six-year rollout averaging 500 shelters per annum.

Rollout Schedules	2022	2023	2024	2025	2026	2027
Aggresive	1,000	1,000	1,000			
Optimized	770	830	800	600		
Delayed	616	664	640	480	300	300

Capital Considerations

- % of Pillars to install: We anticipate that a portion of station locations will be deemed to be highly desirable to add a shelter but be non-viable from a space-perspective. In these locations, a small-footprint Pillar will be installed.

- # of Icon shelters: Icon shelters have an advertising panel of at least sixteen feet (16') high with:
  - Dual-sided static advertising wrap (with potential for future digitization).
  - Up to two ePaper City-Transit ePaper screens.
  - Smart cities sensors and safety light, City Light.
  - Temperature-controlled cabinet to house 5G small-cell equipment.

- # of panels: Standalone Icon panel.

- ePaper City-Transit screens: ePaper screens are used for City-Transit information screens. These screens provide real-time bus departure information, pre-programmed and on-demand city messaging, and other information. ePaper screens are assumed to be installed at all 3000 bus shelters and Panels.
    - **2** means a dedicated screen each for real-time bus departures and real-time and/or pre-programmed information from the City and transit agencies. NOTE: Pillars and some Eco:solar shelter locations may have data and power capacity for 1 screen regardless.
    - **1** means a single screen shares all information on a rotating basis (say, every 10 seconds).
    - **0** means no screens are installed.

- Inductive Phone Chargers: Smartphone dependence is greatest among many populations of concern, such as the visually-impaired and mobility-impaired populations.
    - **3** means three inductive chargers at all grid-connected bus shelters.
    - **2** means two inductive chargers at all grid-connected bus shelters.
    - **1** means two inductive chargers at all grid-connected bus shelters.
    - **0** means no chargers are installed.

- LoRaWAN network: Our vision is for the City to control Internet-of-Things (IoT) mobility -- such as shared scooters, shared bikes, and wheeled drones -- by offering and/or mandating use of a citywide Long Range WAN (LoRaWAN) network.
    - **Yes** means an increase in Capital costs for additional equipment and startup costs.
    - **No** means no LoRaWAN network.

- Solar capacity: All shelter locations without existing grid-power connections are pre-selected for photovoltaic solar cells. The selection of higher capacity panels enables a more stable present, and the headroom for future amenities and features:
    - **High** means installing high-capacity 510 watt panels.
    - **High/Mid** means installing 50% of locations with 510 watt panels and 50% of locations with 340 watt panels. This should be sufficient for most/ all of the features submitted in our Proposal.

- **Mid** means installing mid-capacity 340 watt panels. In high sun areas, this is sufficient to power most/ all of the features submitted in our Proposal.
- **Low** means installing low-capacity 170 watt panels. In high sun areas, this is sufficient to power some features submitted in our Proposal, and in others may only power a limited amount of features.

OpEx Considerations

- Public WiFi available: Public WiFi is an increasingly critical amenity. Additionally, public WiFi enables us to provide customized information and amenities (such as a native-language audio bus arrival time ticker) without asking users to provide the data.
  - **Fast** equates to approximately 100 Mbs speed, enough for multiple users to stream video and audio.
  - **Basic** means a 10 Mbs speed, enough for multiple users to download and upload emails, text-based webpages. Depending upon users and location-specific speeds, bandwidth may be sufficient for web-based phone and video calls.
  - **None** means no Free WiFi.

2. Operating Costs must be itemized beyond general categories of Maintenance, Administrative, etc. The City's CAPEx commitment will include expenses such as traffic control, trenching and construction related costs. Please consider the impact of the City's assumption of these costs as you detail your Operating Costs.

Please see the BAFO tab "OpEx" for detailed information on Operating Costs.

3. Itemize costs associated with Systems Integration and Indirect Management.

Systems Integration charges are listed below (see BAFO for detailed breakdown of costs):

Systems Integration	Annual Cost		
CurbCMS	100	*per unit*	3,396,935
Curb App	100,000	per annum	1,146,388
Broadsign CMS License	504	*per digital unit*	5,766,240
ePaper License	36	*per ePaper*	2,207,253
Locker License	624	*per unit*	314,752
Scooter License	800	*per unit*	852,913
Total Systems Integration	**TRUE**		**13,684,481**

- Curb CMS: A custom CMS program built on top of our existing CurbOS to manage various shared-use mobility infrastructure assets. This CMS is meant to be lightweight and API-based to provide the City with a singular Dashboard, Notifications feature, and Reports.
    - Advertising: Connects to Broadsign and most other API-based platforms.
    - Telematics: Real-time device heartbeats and status monitoring, hard-reset capabilities, and surveillance features.
    - Customer Service: Support tickets and real-time monitoring of user-initiated communications.
    - Maintenance: Maintenance records and real-time monitoring of maintenance activities.

- Curb App: A lightweight application that is meant to facilitate interaction with the shelter via Bluetooth connection. This app will interact with various aspects of the shelters such as free WiFi, ePaper City-Transit info, digital screen info, and other emerging interactions.

- Broadsign CMS License: Annual license to Broadsign Sales Professional CMS platform. This includes the Control Administrator, Control Player, Live, Control API, Publish, Reach, and Direct features.

- ePaper License: Annual software license to ePaper firmware/ API integrations.

- Locker License: Annual software license to lockers.

- Scooter License: Annual software license to scooter docks.

Re: Indirect Management, please note that Project Admin has been removed from the BAFO.

4. Provide total annual Operating Costs based on your proposed implementation plan.

Please see total annual Operating Costs by summarized groupings and itemized charges in the BAFO "OpEx" tab.

BASE SCENARIO

OpEx	
Maintenance labor	43,914,523
Executive staff	8,569,961
Systems Integration	13,684,481
Energy	24,658,160
IT Support	6,793,871
Network Expenses	3,887,856
Marketing/ Promotions	1,834,221
Office expense	458,555
Professional services	917,110
Bonding	-
Insurance	540,875
Incidentals / Contingencies	10,525,961
Total OpEx	**115,785,573**

PREFERRED SCENARIO (Licensing is capitalized, Basic WiFi provided)

OpEx	
Maintenance labor	43,914,523
Executive staff	8,569,961
Systems Integration	-
Energy	24,658,160
IT Support	6,793,871
Network Expenses	3,887,856
Marketing/ Promotions	1,834,221
Office expense	458,555
Professional services	917,110
Bonding	-
Insurance	540,875
Incidentals / Contingencies	9,157,513
Total OpEx	**100,732,644**

5. Provide a schedule of annual guarantee payments and City revenue share based on your proposed implementation. Alternatively, explore options to increase the City's revenue share percentage without an annual guarantee; provide an annual schedule for such options.

Please see the BAFO Executive Summary section in both "Scenarios" and "Summary" tabs for a detailed breakdown.

BASE SCENARIO
(Licensing in OpEx, no WiFi)

City Revenues		
MAG	17.3%	110,638,793
Revenue Share	43.2%	275,834,472
Project Options	0.0%	-
Total City Revenues	**60.5%**	**386,473,265**

PREFERRED SCENARIO
(Licensing capitalized, Basic WiFi)

City Revenues		
MAG	17.3%	110,638,793
Revenue Share	43.2%	275,834,472
Project Options	1.5%	9,407,639
Total City Revenues	**62.0%**	**395,881,104**

City Revenues are apportioned based on the following:

- Minimum Annual Guarantee (MAG) of $10,000,000, with an annual CPI increase. The first MAG payment will be paid one full year after Phase 1 rollout commences. If selected, the one-time $6,000,000 fee will act as the first year's MAG, due after Phase 1 rollout commences. Additionally, see Clarifications (below) for further information.
- Revenue Share is based upon an assured rate of sixty percent (60.5%) inclusive of MAG revenues, assuming no free WiFi. We are open to options where the City can achieve potentially greater Revenue Share by not setting an assured rate, but by making the rate variable, thereby increasing risk/ reward profile to the City.
- Project Options are additional Project Options that the City may elect to take on to increase its share of Project Revenues. Two options currently in the BAFO include:
    - $6 million one-time payment: Declining this payment results in a Project Options of an additional one percent (1%) of Project Revenues beginning Year 2.

- Capitalizing energy costs: Taking energy off OpEx results in a Project Options equal to current energy cost estimates (plus portion of OpEx contingency) -- currently projected as boosting City Revenues from 60.5% to 64.4%.

6. Provide a formalized revenue proposal for Vertical Bridge's 242 locations (40% of the 655 high-value locations).

Vertical Bridge offers a one-time payment of $25,000 and an annual payment of $1,200 per location, with a CPI annual increase. The BAFO assumes that the $25,000 one-time payment will offset additional costs at Icon Shelter and Panel locations to secure a high-speed data connection (presumed to be fiber-optics, cable, or satellite). These revenues are listed in the BAFO as "Other Revenues", and will be split proportionately.

Vertical Bridge takes responsibility to procure revenues to recoup its costs, presumably by securing leasing agreements to house one or more 5G small cell equipment. Vertical Bridge estimates that up to 20% of the 3000 sites (600 sites total) may be eligible for this sort of arrangement. However, we anticipate that only a select number of these sites will be economically feasible to implement once trenching and other startup costs are considered. Furthermore, we believe the max number of Icon shelters and Panels from an advertiser viability perspective may be less than this number as well.

5G small cell equipment must be installed at least 16' from the ground. We recommend a maximum number of 100 locations to start, with continuing dialogue to increase the eligible number based upon creative installation strategies and increasing City involvement to offset trenching costs.

Part 2 - Supporting Narrative

1. A. How your price proposal achieves the goals of STAP.

Our Proposal and accompanying BAFO is modular and agile in design to allow the City greater flexibility and control:

- Fully detailed Excel program offers full transparency and encourages a collaborative approach to the financial aspect of STAP.
- Reduced CapEx and OpEx eliminates expenses at the margins without sacrificing project quality or aims for Shelter-Shade-Safety-Comfort.
- Project Options provides built-in optionality of many aspects of the project in order to balance its capital investment to revenue maximization goals, and specific criteria as it relates to Rollout, Smart Cities development, and Amenities for users.
- Project Reinvestment % is considered to provide even greater options to the City. We've further scoped out a value-engineered Shelter option to help the City to commit to more shelter/ shade structures at other bus stops, specifically existing stops with bus benches. For example, fabricating and installing 2,000 Additional Shelters (estimated all-in cost of $12,397) is budgeted at less than $25 million, or about 6.5% of City Revenues.

1. B. How your price proposal is financially sustainable without compromising the issue of shade equity.

Equity is achieved by maximizing Shelter-Shade-Safety-Comfort at more locations with quick rollout options, and ensuring universal amenities across all shelters:

- Rollout options ranging from Aggressive, Optimal, and Delayed are all quick by default, with a rollout range from three to six years. Shelter rollout will prioritize areas tiered by maximum ad revenue viability (Super Premium sites, followed by Premium, High-Quality, and Standard), to ensure financial sustainability. But within these segments, we will work with our design team

members Fehr & Peers and Studio One Eleven to prioritize locations based upon passengers served, heat index, relative needs assessment, and location equity score.

- Uniform amenities and smart-cities features -- pending physical and power viability -- across all bus shelters to ensure equitable disbursement. All of our amenities have been designed and priced to ensure a uniform experience at all/ most locations regardless of neighborhood type or advertising viability.
- Project Reinvestment option reinforces the notion to keep Project Revenues within STAP to expand its total shelters, amenities, and services as the City and public dictate.

2. Detail and justify costs associated with Systems Integration and Indirect Management Costs.

The following Systems Integration deliverables are detailed above in question 3 and itemized in the BAFO "OpEx" tab. Their rationale is described below.

- Curb CMS: Annual licensing covers automated notifications, automated reports, feature upgrades, bug fixes, and ongoing development of the API integrations. This product allows all aspects of this project to be integrated: data, reports, dashboard, related databases such as support tickets and maintenance reports. The API-based structure enables a lightweight and agile footprint (ie relatively inexpensive and easy to maintain) and the ability to interact *interchangeably* with existing public agency and private company datasets. MDS and eventual ATSAC 2.0 integrations are on the roadmap. The City will retain ownership of the source code.
- Curb App: Annual license and customer support fee covers ongoing upgrades, bug fixes, and ongoing development of the API integrations. This product allows direct communication between the bus shelters (the City) and the public, and will be vital to offer universal amenities (such as free WiFi and user-specific alerts and notifications) and two-way communication and

interactions. We envision API-based integrations with 311 and the Angelino account. The City will retain ownership of the source code.

- Broadsign CMS License: Annual license for Broadsign's media player provides access to its Supply-Side Platform and ad marketplace. There are other lower-cost options, which we have experience using and are open to exploring, but Broadsign's solution is an industry-standard and highly recommended..
- ePaper License: Annual license for ePaper firmware and API integrations. This license is required and ensures the ongoing graphical functionality of the ePaper screens. The ongoing API support ensures that the Curb CMS will be able to directly communicate with and control the screens.
- Locker License: Annual license for locker functionality and API integrations. This license is required and ensures the ongoing functionality of the digital touchscreen, backend delivery carriers' softwares, and phone-based customer communications. The ongoing API support ensures that the Curb CMS will be able to monitor and provide telematics support.
- Scooter License: Annual license for scooter dock functionality and API integrations. This license is required and ensures ongoing functionality of the scooter docks, backend mobility providers' softwares and apps. The ongoing API support ensures that the Curb CMS will be able to monitor and provide telematics support.

Re: Indirect Management, please note that Project Admin has been removed from the BAFO.

3. The advertising commissions (operating costs) at 28% is higher than the industry standard of OOH operating costs, which is 22%. The justification of this commission provided on February 17, 2021, included CMS (Content Management System) a cost that is contained under Capital Expenses at a price of $400,000; a Supply Side Platform that appears to duplicate Demand Side Platform functionality and proof of play, which is a functionality that can be provided through the CMS. Provide details on how the advertising commission number can be lowered toward the industry average.

Re: Advertising Commissions, this figure has been reduced in the BAFO to target 22%. NOTE: this 22% target includes profit, thereby our offer comes in significantly below the industry standard.

Re: CMS, our proposal will utilize two related yet distinctly different CMS platforms:

- Advertising CMS: such as Broadsign, is a required element for digital advertising. This CMS requires the purchase of:
    - Media players (included as a separate line item in the BAFO under the "Assumptions" tab, CapEx section).
    - Annual licensing fees (included as a separate line item in the BAFO under the "Assumptions" tab, CapEx section).

- Curb CMS: a custom-build from our existing CurbOS program, which is used to manage various shared-use mobility infrastructure assets. This CMS is meant to be lightweight and API-based to provide the City with a singular Dashboard, Notifications feature, and Reports.
    - Advertising: Connects to Broadsign and most other API-based platforms.
    - Telematics: Real-time device heartbeats and status monitoring, hard-reset capabilities, and surveillance features.
    - Customer Service: Support tickets and real-time monitoring of user-initiated communications.
    - Maintenance: Maintenance records and real-time monitoring of maintenance activities.

The referred to CMS Capital Expense (now listed as "Design & Consulting Services" for $775,000) has been expanded after further project refinement post-demonstration:

- Curb CMS setup and configuration (Initial dashboard, notifications, reports setup based upon API integration and CurbOS customization).
- Curb App setup and configuration (Initial technologies selected, UI/UX development, API integration).
- Network setup and configuration (Data, LoRa, Bluetooth).

4. The Virtual Power Purchase Agreement (VPPA) is the highest capital expense in Tranzito's proposal; however, this expense aligns with City of Los Angeles' pLAn New Green Deal. Tranzito proposes that the VPPA would provide STAP with energy cost inflation protection. Please provide detailed estimates of those savings over the initial contract term of ten-years. Further, provide detail on the VPPA payment terms and conditions.

The energy futures market allows participants to hedge against future unexpected and dramatic price increases; the price for this hedge is a premium on current and future energy estimates based upon current inflation expectations. In essence, it's insurance.

On a net basis, the cost of insurance is more than the expected payout, that's how insurance companies stay in business. The same goes for the PPA/ VPPA market, but with infrequent and unpredictable moments when the price paid for energy -- even green energy, which yields clean energy credits -- remains lower than the market rate. This is because the other side of the ledger, the energy seller, are independent market participants.

Each project, such as a wind or solar farm, has its own financing needs and ROI expectations. Our goal is to find a project where STAP can purchase green energy at prevailing retail rates, and purchase it with capital rather than operating expenses.

The PPA/ VPPA space is quickly evolving, both in terms of regulation and the players/ products offered. At present, it is still in its infancy and as a result chaotic and fairly opaque. We have spent considerable time learning more about this emerging market, and present a broad summary based upon current conditions:

- Power Purchase Agreement (PPA): California voted in Direct Access[1] to allow non-residential customers to bypass incumbent electric utilities, but not in areas sold through municipally-owned utilities. The City of Los Angeles is governed through LADWP, therefore Direct Access does not automatically apply.

  We would defer to the City to see if a special agreement can be forged with LADWP to allow STAP to utilize Direct Access, or inquire about other available options, in order to purchase green energy for this project.

- Virtual Power Purchase Agreement (VPPA): In a VPPA, no energy physically flows from buyer to seller, but is rather settled monthly or quarterly in a "contract of differences", settling upon the difference between the agreed-upon price and current spot price. Finding a green project to supply the energy can be tricky, however, given the newness of the product. Because it is merely a financial contract, VPPAs are allowed in the City of Los Angeles.

  Most VPPA projects have much higher energy needs than ours (slightly more than 100,000 Megawatt Hours), but based upon initial discussions we believe a successful VPPA partner can be established to purchase green energy at a price at parity to current retail rates. Finding a matching partner and project remains unpredictable; variables to consider include timing, rates offered, and risk-profile.

Both PPA and VPPA may provide LA STAP with three material benefits:

1. Green energy: Renewable energy credits (RECs) for every megawatt hour of energy that is consumed within the VPPA.

2. Inflation protection: A contract guarantees green energy at a predetermined price and/or pre-determined increase (typically 1% to 3% annual increase).

3. Flexibility in classification: Since a VPPA provides a predetermined energy price for the duration of the 10-year contract, the City may have the flexibility to classify energy costs as a capitalized (as opposed to an annual or operational) expense.

[1] California Public Utilities Commission website

With either a PPA or VPPA, we believe that the energy can be capitalized; thereby removing energy costs and its share of the 10% contingency from OpEx. Another option may be for the City to absorb the energy costs directly. In either case, our BAFO transfers 100% of the projected energy costs and its share of the 10% contingency directly to City Revenues as a Project Options. Energy costs are currently projected as additive to the City share by 4% (to boost the City's target share to **64.4%** of Project Revenues).

5. Provide a detailed Public Engagement Plan that supports the implementation of STAP based on your proposed schedule. Address specific areas of the program that must earn public support, such as the design of the elements and the use of digital.

Upon contract commencement, we will spend the first six months in Phase 0 and lead five parallel Working Groups -- Transition, Planning, Technology, Design, Launch -- of which three will have direct public engagement:

- Technology Group: Led by BMW Designworks with Tranzito, Complete Streets, ITS, ITA, MDS, ATSAC 3.0, DWP/BSL, utility providers, and CBOs.
- Design Group: Led by SOM with BMW Designworks, Studio One Eleven, Fehr & Peers, Tolar Manufacturing, EmpowerLA, and relevant Planning Group and community groups.
- Launch Group: Led by Studio One Eleven with Black & Veatch, Fehr & Peers, Vertical Bridge, DWP/BSL, Permits department, and EmpowerLA.

Technology Group

Goal: Coalition building with local technology infrastructure partners and technology departments within the City of Los Angeles, alignment of technologies, processes, goals, and vendors where advantageous to the City.

Leaders: **BMW Designworks** with support from Tranzito, LADOT, and ITS.

Relevant stakeholders:

1. Key Stakeholders: The following two working groups will inform each other and determine needs and requirements collaboratively between each other.

a. Infrastructure Stakeholders: Fiber/Harline Data Providers, Mobile Service Providers (for LTE-M/ePaper displays off grid), Vertical Grid (potentially for micro cell service) Digital View (electronic packaging for eInk displays), VConn, Ad Provider(s), Tolar/SOM, Tranzito, HLB/City light manufacturer(s), Complete Streets, ITA, MDS, ATSAC 3.0, DWP/BSL, Accessibility Agencies

b. Interaction Stakeholders: Complete Streets, ITA, MDS, ATSAC 3.0, DWP/BSL, Accessibility & Transit Agencies, VConn, Digital View, Ad provider(s), Agency 39a for App, Tranzito

2. Utility providers: Southern California Edison, cellular, broadband providers
3. EmpowerLA neighborhood coalitions
4. Business Improvement Districts (BIDs)

Format:

1. UX Interactive Plan: A core set of UX deliverables will be created and shared across the following touchpoints for STAP stakeholders:

a. Kick-Off Meeting between Infrastructure and Interaction stakeholder groups to set all key meetings and schedule for development of all interactive UX deliverables

b. Interactive Stakeholder Interviews/Technology Exploration:: Designworks and key partners will interview stakeholders over the course of the first 4-6 weeks either virtually or in person to engage in technology and strategy exploration, feasibility, and identification of constraints between physical and digital components, technology, and City owned systems.

c. Network / Data Stakeholders Interviews/Technology Exploration: Similar to above, with Tranzito as the lead.

d. UX Interactive Workshop: A full day workshop will be conducted at a location in Los Angeles or at Designworks headquarters in Newbury Park, CA to align and prioritize on process, timelines, and deliverables for Interaction UX.

e. Weekly/Monthly Meetings: After completion of the workshop, key stakeholders will be identified that are required to enable the deliverables outlined below, including approvals and/or enabling access to required components (API's, transit schedules, ADA requirements, local/emergency communications feeds, etc.) for development and testing.

f. Design Development Reviews: Over the course of 3-6 months after the workshop we will develop physical and/or digital concepts and ultimately final designs that will be reviewed and approved by City Stakeholders.

g. Refinement Review: Final review of interaction UX designs that will go live.

h. All decisions will be captured after meetings and distributed to relevant stakeholder groups by the project team.

Deliverable:

1. Interactive UX Plan: Interactive UX designs will be developed in-line with overall design aesthetics for key STAP components across the following user touchpoints:

   a. Integrated UX Strategy for Smart City Nodes: UX Design team will develop an overall strategic approach to the ecosystem of STAP digital UX components (noted below) including the definition of visual language and interactions.

   b. Ad Screen: Community messaging, emergency and public service information.

   c. ePaper Transit Screen: Transit information including real-time updates.

   d. Kiosk: UX design for interactive kiosk and may include TAP or ticket purchase interactions to align with overall STAP design aesthetics

   e. Mobile Ecosystem: Design of app, web, and wifi portal experience.

   f. Physical to Digital Experience Design: Extension of UX interactive design to potentially include lighting, occupancy detection, open/closed status, and way finding depending on approved sensors and privacy/data permissions or challenges.

   g. Ongoing UX Asset Creation: Interaction Design will include an ongoing bucket of design hours to enable City to add up to a specified level of additional content creation over the course of the first twelve months as launch assets and interaction playbook is being built.

2. Data Privacy Plan: A plan that details digital engagement strategies, technologies used, data privacy safeguards, reporting and audits plan, and scenarios plan in case of security breach.

3. Network Design Plan: A plan that details connection-to-endpoint plan, device connection plan, private network plan, private LoRaWAN plan (if applicable), public WiFi plan, and Bluetooth/ smart sensors plan.

Design Group

Goal: Plan and complete detailed design for optimized shelter production and installation process.

Leaders: **SOM** with support from BMW Designworks, Studio One Eleven, Tolar Manufacturing, Fehr & Peers, and EmpowerLA.

Relevant stakeholders:

1. Planning Group
2. EmpowerLA neighborhood coalitions
3. Business Improvement Districts (BIDs)
4. Councilmember's Office
5. General public outreach

Format:

1. Weekly internal design workshops with STAP Design Group Leaders. The group then sets meeting goals and jumps into a creative working group session utilizing a shared software tool. The working group session ends with clear assignments for members with the expectation for action reports the following meeting.

2. Participation in public engagement charrettes led by Studio One Eleven and coordinated by Empower LA and/or agency stakeholders. The format for these would typically be a design presentation by the Design Group, followed by Q&A and discussion.

3. STAP project design manager will record minutes and generate meeting agendas.

4. Each Design Group member acts as a representative for their respective organization, empowered as an officer of that organization or other role to make decisions during the meetings.

Deliverable:

1. Detailed design drawings

2. Finalize urban design plan, including Revitalization of refurbished shelters

3. Design direction for Phase 1: Rollout A

Our tight collaboration will ensure the aesthetic character guidelines developed and led by SOM in collaboration with Studio One Eleven and BMW Designworks are maintained throughout the design process. The aesthetic character guidelines and detailed documentation aim to ensure all future digital and physical expressions of mobility hubs are consistent, recognizable, and complement the existing built environment. We will maintain lighting, typeface, tone, and graphics for clear experience within both physical and digital planes.

SOM alongside Studio One Eleven will host a design charrette to refine high level concepts with relevant stakeholders, test the application of the draft STAP brand and identity style guide, as well as an early version of the Kit-of-Parts. This will inform our preliminary concepts for Phase 1: Rollout A.

We will incorporate feedback from the design charette to ensure the finalized Kit-of-Parts is customizable to reflect the surrounding community identity. We will also explore additional programming elements (kiosks, farmers markets, plaza, local vendors, art elements, etc) to enhance the transit user experience, and encourage the use of the space.

SOM and BMW Designworks will work closely with Tolar Manufacturing and other third party product suppliers to prepare construction drawings and specifications for the Kit-of-Parts meeting all relevant code and accessibility requirements within Phase 1. These permit documents will include the architecture, industrial design and engineering for Kit-of-Parts without reference to specific site location. Permitting the Kit-of-Parts as a stand alone system, will streamline the approval process for the site specific deployment to follow.

Launch Group

Goal: **Permit planning** to maximize early communication and establishment of parameters for a streamlined and expedited permit process.

Leaders: **Studio One Eleven** with support from Black & Veatch, Fehr & Peers, AP Construction, Vertical Bridge, DWP/BSL , and Permits department.

Relevant stakeholders:

1. StreetsLA STAP project manager and administrator
2. Planning Group
3. Council District Office staff/representatives
4. Utilities providers
5. EmpowerLA

Format:

4. Training and orientation session of program tools.
5. Permit planning agenda item on bi-weekly Planning Working Group meeting.
6. As-needed and ad-hoc meetings with relevant City departments, Council District Office staff or other stakeholders.

Deliverables:

1. Studio One Eleven, Permitting Plan
    a. Permitting Plan including Expedited Site Approvals process and District-Wide Permit Process including timelines for approval.
    b. Permit Application Packets for Phase 1, Rollout A

2. Black & Veatch, STAP Deployment Plan 1.0
    a. Reporting and Asset Management Plan
    b. Construction Best Practices and Scenario-Analysis document
    c. Program Design
    d. Program Rollout Schedule
    e. Revitalization Plan
    f. Install, Maintenance, and Replacement Plan

The primary purpose of the Launch Group is to identify a rollout target that is realistic and achievable, get multi-stakeholder buy-in on that target, and streamline the permitting process.

Clarifications

1. Routine Maintenance is scheduled at 50% weekly cleanings and 50% 3x weekly "hot spot" locations, for a project wide average of 2x weekly per shelter. Garbage disposal is scheduled at weekly intervals. Schedule additions, at the request of the City, will be billed on a per-unit rate as indicated in the BAFO "Assumptions" tab and will be deducted from Project Revenues before revenue splits.

2. Maintenance of legacy equipment is assumed to be performed by the current contractor if the operator elects for their continuing use for ad revenue purposes.

3. City MAG and one-time city payment are based upon a "per unit" pro-rata share of planned advertising faces installed and operable based upon BAFO rollout. A delay in rollout will result in a concurrent pro-rata deduction in City MAG and/or one-time city payment.

4. All work -- including construction, installations, and maintenance -- is assumed to not fall within Davis-Bacon Prevailing Wages.

5. The City is assumed to accept Liability and Property Insurance once shelters are installed and ownership transfer is established.

TRANZITO
SMART MOBILITY

LA STAP BEST AND FINAL OFFER AMENDMENT

Version 2.2 Submitted October 31, 2021

The following points add clarification or amendments to Tranzito Response to Proposal (Version 4.21, submitted August 16, 2021).

Digital clarifications

- Page 33 - Networks "Our plan is to build a private CBRS network on top of our backhaul partner's end-points."
  - Modify to "Our plan is to *explore* the feasibility of building a private CBRS network on top of our backhaul partner's end-points"
  - Justification: This plan is contingent upon the City's discretion to install a 5G network to initiate a backhaul partner.

- Page 35 - Data - Sensors - "Each Bus shelter will have Bluetooth Low Energy (BTLE) beacons and Near-Field Communication (NFC) readers, with additional capacity for LIDAR and air quality sensors (AQS)."
  - Amend to "Each Bus shelter *may* have Bluetooth Low Energy (BTLE) beacons and Near-Field Communication (NFC) readers, with additional capacity for LIDAR and air quality sensors (AQS), though exact sensor configuration will be determined as we continue through the hardware design process."
  - Justification: This plan is contingent upon final design considerations and the City's discretion of sensors.

- Page 37 - "3. Curb App: The Curb App is a downloadable app that acts as a counterpart to bus shelter messaging."
  - Amend to: "The Curb App *may be* a downloadable app that acts as a counterpart to bus shelter messaging"
  - Justification: Final end-user communication method will be decided upon after further scoping with relevant City stakeholders.

- Page 37 - Curb App "The primary architecture of the app will consist of a microservice framework. This architecture will allow the flexibility of adding in additional components in a modular way, removing the burden of maintaining a monolithic codebase, enabling new functions and features to be added as related projects and additional budgets allow."

- Strike this paragraph.
- Justification: Final app architecture will be decided upon after further scoping with relevant City stakeholders.

- Page 39 - Curb CMS "And the API/SDK map will show a live view of current connections."
  - Strike this sentence.
  - Justification: Live view of current connections will not be possible for all connected systems, as not all systems incorporated in the CMS support identification of connections in real time. Appropriate monitoring will be built to support the business need of understanding usage and uptime to deliver a high level of service.

- Page 40 - "Movement and Interaction reports: All user interactions and anonymized pedestrian / vehicle movements are tracked and recorded to provide the City with useful information for planning purposes."
  - Strike this sentence.
  - Justification: This plan is contingent upon the City's discretion of data management and sensors and/ or third-party operator cooperation.

- Page 40 - "5. Maintenance tracking: We utilize Connixt"
  - Add "or a similar product that digitally tracks maintenance events"
  - Justification: The City may require the use of Cartegraph for maintenance tracking.

- Page 40 - "6. Help desk: We utilize Groove"
  - Add "but may transition to another vendor in the future"
  - Justification: The City may require 311 integration instead of a third-party support ticketing system.

- Page 40 - "and low-energy LoRa routers and sensors."
  - Strike this sentence.
  - Justification: This plan is contingent upon the City's discretion to install and support LoRa routers and sensors.

Contractual Clarifications

- BAFO 4.2 - Curb CMS charges are fixed by year total shown:
  - Justification: Staffing minimums remain regardless of units installed.

- BAFO 4.2 - Bonding requirements limited to construction related bonds.
    - Justification: Reduces total project costs; construction subcontractor has sufficient bonding to protect against construction-related liabilities at extremely favorable rates
- BAFO 4.2 - CPI is assumed at 3%. If year-over-year inflation of any OpEx category expenses is beyond 2.5-3.5%, a formal petition may be filed for early consideration of revenue share adjustments to compensate accordingly.
- BAFO 4.2 - Executive staff allocation may be adjusted according to actual project staff allocation.

StreetsLA Sidewalk and Transit Amenities Program ("STAP")

FINANCIAL MODEL

VERSION 4.2 UPDATED 8/6/21

TRANZITO SMART MOBILITY

VECTOR

SCENARIOS

PROJECT OPTIONS

Finance Considerations		Capital Considerations		OpEx Considerations	
City Revenue Share	60.5%	% of Pillars to install	0%	Public WiFi available	None
Annual MAG to City (with CPI)	10,000,000	# of Icon shelters	50		
$6m one-time Payment	Yes	# of Panels	50		
Capitalize Energy	No	ePaper City-Transit screens	2		
Capitalize Licensing	No	Inductive phone chargers	3		
Project Reinvestment City Rev %	15%	LoRaWAN network	Yes		
Vertical Bridge partnership	Yes	Solar capacity	High		
Rollout Schedule	Optimized				

Rollout Schedules	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Aggresive	1,000	1,000	1,000							
Optimized	770	830	800	600						
Delayed	616	664	640	480	300	300				

EXECUTIVE SUMMARY

Project Revenues	% of Rev	Totals	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Ad Revenues	99.4%	634,983,120		26,290,079	50,196,822	58,423,734	62,057,486	66,599,910	70,540,743	72,014,704	74,119,208	76,264,588	78,475,846
Other Revenues	0.6%	3,815,666		2,560,000	123,600	127,308	131,127	135,061	139,113	143,286	147,585	152,012	156,573
Total Project Revenues	**100.0%**	**638,798,785**		**28,850,079**	**50,320,422**	**58,551,042**	**62,188,614**	**66,734,971**	**70,679,855**	**72,157,990**	**74,266,793**	**76,416,600**	**78,632,418**
City Revenues													
MAG	17.3%	110,638,793		6,000,000	10,300,000	10,609,000	10,927,270	11,255,088	11,592,741	11,940,523	12,298,739	12,667,701	13,047,732
Revenue Share	43.2%	275,834,472		11,454,298	20,143,855	24,814,381	26,696,841	29,119,569	31,168,572	31,715,061	32,632,671	33,564,342	34,524,881
Project Options	0.0%	-		0	0	0	0	0	0	0	0	0	0
Total City Revenues	**60.5%**	**386,473,265**		**17,454,298**	**30,443,855**	**35,423,381**	**37,624,111**	**40,374,657**	**42,761,313**	**43,655,584**	**44,931,410**	**46,232,043**	**47,572,613**
Annual Expenses													
Operations Expenses	17.5%	111,508,931		5,897,863	8,352,264	9,853,918	11,412,871	11,748,176	12,100,621	12,463,640	12,837,549	13,222,675	13,619,356
Ad Commissions and Fees	22.0%	140,816,589		5,497,919	11,524,303	13,273,744	13,151,631	14,612,138	15,817,922	16,038,766	16,497,834	16,961,882	17,440,450
Total Annual Expenses	**39.5%**	**252,325,520**		**11,395,781**	**19,876,567**	**23,127,662**	**24,564,502**	**26,360,314**	**27,918,543**	**28,502,406**	**29,335,383**	**30,184,557**	**31,059,805**
Capex													
Design-Build Capex	34.1%	217,682,013		82,965,698	42,475,091	41,649,637	32,543,947	50,000	16,566,505	1,431,136	-	-	-
Maintenance Capex	3.0%	19,049,494		788,702	1,505,905	1,752,712	1,861,725	1,997,997	2,116,222	2,160,441	2,223,576	2,287,938	2,354,275
Energy Capex	0.0%	-		-	-	-	-	-	-	-	-	-	-
Systems Integration Capex	0.0%	-		-	-	-	-	-	-	-	-	-	-
Total Capex	**37.1%**	**236,731,507**		**83,754,400**	**43,980,996**	**43,402,349**	**34,405,672**	**2,047,997**	**18,682,727**	**3,591,577**	**2,223,576**	**2,287,938**	**2,354,275**
City Disbursement													
Project Reinvestment	9.1%	57,970,990		2,618,145	4,566,578	5,313,507	5,643,617	6,056,199	6,414,197	6,548,338	6,739,711	6,934,806	7,135,892
General Fund / Council Districts	51.4%	328,502,275		14,836,153	25,877,277	30,109,873	31,980,495	34,318,459	36,347,116	37,107,246	38,191,698	39,297,237	40,436,721
Total Disbursements	**60.5%**	**386,473,265**		**17,454,298**	**30,443,855**	**35,423,381**	**37,624,111**	**40,374,657**	**42,761,313**	**43,655,584**	**44,931,410**	**46,232,043**	**47,572,613**

		% of Total Revenues	Totals	31-Dec-2021	31-Dec-2022	31-Dec-2023	31-Dec-2024	31-Dec-2025	31-Dec-2026	31-Dec-2027	31-Dec-2028	31-Dec-2029	31-Dec-2030	31-Dec-2031
			Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
CHECKS	TRUE		Days	365	365	365	366	365	365	365	366	365	365	365
CPI	3.0%			1.000	1.000	1.030	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305
SUMMARY														
EXECUTIVE SUMMARY														
Project Revenues														
Ad Revenues		99.4%	634,983,120		26,290,079	50,196,822	58,423,734	62,057,486	66,599,910	70,540,743	72,014,704	74,119,208	76,264,588	78,475,846
Other Revenues		0.6%	3,815,666		2,560,000	123,600	127,308	131,127	135,061	139,113	143,286	147,585	152,012	156,573
Total Project Revenues		**100.0%**	**638,798,785**		**28,850,079**	**50,320,422**	**58,551,042**	**62,188,614**	**66,734,971**	**70,679,855**	**72,157,990**	**74,266,793**	**76,416,600**	**78,632,418**
City Revenues														
MAG		17.3%	110,638,793		6,000,000	10,300,000	10,609,000	10,927,270	11,255,088	11,592,741	11,940,523	12,298,739	12,667,701	13,047,732
Revenue Share		43.2%	275,834,472		11,454,298	20,143,855	24,814,381	26,696,841	29,119,569	31,168,572	31,715,061	32,632,671	33,564,342	34,524,881
Project Options		-	-		0	0	0	0	0	0	0	0	0	0
Total City Revenues		**60.5%**	**386,473,265**		**17,454,298**	**30,443,855**	**35,423,381**	**37,624,111**	**40,374,657**	**42,761,313**	**43,655,584**	**44,931,410**	**46,232,043**	**47,572,613**
Annual Expenses														
Operations Expenses		17.5%	111,508,931		5,897,863	8,352,264	9,853,918	11,412,871	11,748,176	12,100,621	12,463,640	12,837,549	13,222,675	13,619,356
Ad Commissions and Fees		22.0%	140,816,589		5,497,919	11,524,303	13,273,744	13,151,631	14,612,138	15,817,922	16,038,766	16,497,834	16,961,882	17,440,450
Total Annual Expenses		**39.5%**	**252,325,520**		**11,395,781**	**19,876,567**	**23,127,662**	**24,564,502**	**26,360,314**	**27,918,543**	**28,502,406**	**29,335,383**	**30,184,557**	**31,059,805**
Capex														
Design-Build Capex		34.1%	217,682,013		82,965,698	42,475,091	41,649,637	32,543,947	50,000	16,566,505	1,431,136	-	-	-
Maintenance Capex		3.0%	19,049,494		788,702	1,505,905	1,752,712	1,861,725	1,997,997	2,116,222	2,160,441	2,223,576	2,287,938	2,354,275
Energy Capex		0.0%	-		-	-	-	-	-	-	-	-	-	-
Systems Integration Capex		0.0%	-		-	-	-	-	-	-	-	-	-	-
Total Capex	TRUE	**37.1%**	**236,731,507**		**83,754,400**	**43,980,996**	**43,402,349**	**34,405,672**	**2,047,997**	**18,682,727**	**3,591,577**	**2,223,576**	**2,287,938**	**2,354,275**
City Disbursement														
Project Reinvestment		9.1%	57,970,990		2,618,145	4,566,578	5,313,507	5,643,617	6,056,199	6,414,197	6,548,338	6,739,711	6,934,806	7,135,892
General Fund / Council Districts		51.4%	328,502,275		14,836,153	25,877,277	30,109,873	31,980,495	34,318,459	36,347,116	37,107,246	38,191,698	39,297,237	40,436,721
Total Disbursements		**60.5%**	**386,473,265**		**17,454,298**	**30,443,855**	**35,423,381**	**37,624,111**	**40,374,657**	**42,761,313**	**43,655,584**	**44,931,410**	**46,232,043**	**47,572,613**
INVENTORY														
Inventory Breakdown														
Legacy Shelters				1,884	1,114	284	-	-	-	-	-	-	-	-
Legacy Kiosks				203	51	51	51	-	-	-	-	-	-	-
Refurbished Shelters					231	270	-	-	-	-	-	-	-	-
Shelters Icon (static ad wrap)					50	50	50	50	50	50	50	50	50	50
Shelters Base (digital ad screen)					709	709	709	709	709	709	709	709	709	709
Shelters Eco (static ad screen box)					11	841	1,641	2,241	2,241	2,241	2,241	2,241	2,241	2,241
Pillars (no ads)					-	-	-	-	-	-	-	-	-	-
Panels (static ad wrap)					50	50	50	50	50	50	50	50	50	50
Kiosks (digital ad screen)					152	152	152	152	152	152	152	152	152	152
Lockers (digital ad screen)					44	44	44	44	44	44	44	44	44	44
Docks (digital ad screen)					93	93	93	93	93	93	93	93	93	93
Total Inventory Breakdown	TRUE			**2,087**	**2,505**	**2,544**	**2,790**	**3,339**	**3,339**	**3,339**	**3,339**	**3,339**	**3,339**	**3,339**
Inventory Breakdown														
Legacy Shelters				1,884	1,114	284	-	-	-	-	-	-	-	-
Legacy Kiosks				203	51	51	51	-	-	-	-	-	-	-
Refurbished Shelters					231	270	-	-	-	-	-	-	-	-
Total Legacy Inventory				2,087	1,396	605	51	-	-	-	-	-	-	-
Shelters Icon (static ad wrap)				-	50	50	50	50	50	50	50	50	50	50
Shelters Base (digital ad screen)				-	709	709	709	709	709	709	709	709	709	709
Shelters Eco (static ad screen box)				-	11	841	1,641	2,241	2,241	2,241	2,241	2,241	2,241	2,241
Pillars (no ads)				-	-	-	-	-	-	-	-	-	-	-
Total New Shelters				-	770	1,600	2,400	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Panels (static ad wrap)					50	50	50	50	50	50	50	50	50	50
Kiosks (digital ad screen)					152	152	152	152	152	152	152	152	152	152

Lockers (digital ad screen)				44	44	44	44	44	44	44	44	44	44
Docks (digital ad screen)				93	93	93	93	93	93	93	93	93	93
Total Other Inventory			-	339	339	339	339	339	339	339	339	339	339
Total Inventory Breakdown			**2,087**	**2,505**	**2,544**	**2,790**	**3,339**	**3,339**	**3,339**	**3,339**	**3,339**	**3,339**	**3,339**
Inventory Actions													
Removals			-	922	1,040	554	51	-	-	-	-	-	-
Install Shelters				770	830	800	600						
Refurbishments			-	231	249	43	-	-	-	-	-	-	-
Disposals			-	691	791	511	51	-	-	-	-	-	-
Total Inventory Actions			-	**2,614**	**2,910**	**1,908**	**702**	-	-	-	-	-	-
ADVERTISING													
Faces per Inventory Type													
Shelters (static ad wrap)				100	100	100	100	100	100	100	100	100	100
Shelters (digital ad screen)				1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418
Shelters (static ad box)				22	1,682	3,282	4,482	4,482	4,482	4,482	4,482	4,482	4,482
Panels (static ad wrap)				100	100	100	100	100	100	100	100	100	100
Kiosks (digital ad screen)				304	304	304	304	304	304	304	304	304	304
Lockers (digital ad screen)				44	44	44	44	44	44	44	44	44	44
Docks (digital ad screen)				186	186	186	186	186	186	186	186	186	186
Total Faces	TRUE			**2,174**	**3,834**	**5,434**	**6,634**	**6,634**	**6,634**	**6,634**	**6,634**	**6,634**	**6,634**
Advertising Revenues by Unit													
Shelters		444,654,760		17,178,369	33,043,296	40,289,857	43,269,174	46,968,831	50,084,288	51,220,064	52,691,812	54,185,501	55,723,568
Panels		44,917,024		2,164,500	4,329,000	4,500,600	4,602,000	4,680,000	4,680,000	4,641,975	4,846,222	5,102,320	5,370,408
Kiosks		88,948,584		4,227,834	7,909,746	8,366,810	8,685,846	9,160,281	9,626,916	9,857,803	10,126,186	10,369,159	10,618,003
Lockers		10,485,652		506,080	906,204	975,031	1,020,334	1,073,826	1,143,773	1,170,997	1,200,975	1,229,574	1,258,859
Docks		45,977,099		2,213,297	4,008,576	4,291,435	4,480,133	4,716,972	5,005,766	5,123,865	5,254,014	5,378,034	5,505,008
Total Advertising Revenues by Unit		**634,983,120**		**26,290,079**	**50,196,822**	**58,423,734**	**62,057,486**	**66,599,910**	**70,540,743**	**72,014,704**	**74,119,208**	**76,264,588**	**78,475,846**
Commissions & Fees		139,696,286		5,783,817	11,043,301	12,853,222	13,652,647	14,651,980	15,518,963	15,843,235	16,306,226	16,778,209	17,264,686
Net Advertising Revenues		495,286,833		20,506,262	39,153,521	45,570,513	48,404,839	51,947,930	55,021,779	56,171,469	57,812,982	59,486,378	61,211,160
Net Advertising Revenues YoY Growth				-	90.9%	16.4%	6.2%	7.3%	5.9%	2.1%	2.9%	2.9%	2.9%
Net Advertising Revenues per Screen		86,827		9,433	10,212	8,386	7,296	7,831	8,294	8,467	8,715	8,967	9,227
Other Revenues		3,815,666		2,560,000	123,600	127,308	131,127	135,061	139,113	143,286	147,585	152,012	156,573
Total Net Revenues	TRUE	**499,102,499**		**23,066,262**	**39,277,121**	**45,697,821**	**48,535,967**	**52,082,991**	**55,160,892**	**56,314,755**	**57,960,567**	**59,638,391**	**61,367,732**
PROJECT COSTS													
OpEx													
Maintenance labor		43,914,523		1,518,240	2,796,574	3,673,600	4,688,586	4,829,243	4,974,120	5,123,344	5,277,044	5,435,356	5,598,416
Executive staff		8,569,961		747,562	769,989	793,089	816,881	841,388	866,629	892,628	919,407	946,989	975,399
Systems Integration		13,684,481		874,788	1,048,074	1,225,497	1,375,031	1,416,282	1,458,770	1,502,533	1,547,609	1,594,038	1,641,859
Energy		24,658,160		1,668,053	2,237,896	2,333,719	2,403,730	2,475,842	2,550,117	2,626,621	2,705,420	2,786,582	2,870,180
IT Support		6,793,871		221,800	399,434	581,161	729,723	751,615	774,163	797,388	821,310	845,949	871,328
Network Expenses		-		-	-	-	-	-	-	-	-	-	-	-
Marketing/ Promotions		1,834,221		160,000	164,800	169,744	174,836	180,081	185,484	191,048	196,780	202,683	208,764
Office expense		458,555		40,000	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191
Professional services		917,110		80,000	82,400	84,872	87,418	90,041	92,742	95,524	98,390	101,342	104,382
Bonding		-		-	-	-	-	-	-	-	-	-	-	-
Insurance		540,875		51,250	52,600	53,991	55,423	50,648	52,167	53,732	55,344	57,005	58,715
Incidentals / Contingencies		10,137,176		536,169	759,297	895,811	1,037,534	1,068,016	1,100,056	1,133,058	1,167,050	1,202,061	1,238,123
Total OpEx	TRUE	111,508,931		5,897,863	8,352,264	9,853,918	11,412,871	11,748,176	12,100,621	12,463,640	12,837,549	13,222,675	13,619,356
Capex													
Equipment		136,791,058		50,383,867	21,714,319	26,128,999	20,666,233	-	16,516,505	1,381,136	-	-	-
Installations		4,586,748		1,399,750	1,316,546	1,077,132	793,320	-	-	-	-	-	-
Construction Costs		70,666,357		27,916,331	17,932,126	14,023,507	10,794,394	-	-	-	-	-	-
Design & Consulting Services		5,637,850		3,265,750	1,512,100	420,000	290,000	50,000	50,000	50,000	-	-	-
Design-Build Capex		217,682,013		82,965,698	42,475,091	41,649,637	32,543,947	50,000	16,566,505	1,431,136	-	-	-
Maintenance Capex		19,049,494		788,702	1,505,905	1,752,712	1,861,725	1,997,997	2,116,222	2,160,441	2,223,576	2,287,938	2,354,275
Energy Capex		-		-	-	-	-	-	-	-	-	-	-

Systems Integration Capex		-	-	-	-	-	-	-	-	-	-	-	-
Total Capex	TRUE	**236,731,507**	**83,754,400**	**43,980,996**	**43,402,349**	**34,405,672**	**2,047,997**	**18,682,727**	**3,591,577**	**2,223,576**	**2,287,938**	**2,354,275**	

ASSUMPTIONS

GLOBAL

FY0 end date	31-Dec-2021	
Contract year 1	2022	
Contract tenor	10	*years*
CPI / PPI Inflation	3%	

Notes: *1. CPI assumed 1.000 in 2021 and 2022, then growing at inflation thereafter*

Financing	**City**	**Partner**
Loan Interest Rate	2%	7%
Years to Pay off	10	10
% Contribution to Financing	100%	0%
Financing Capital	236,731,507	

Agreement Fee	
Agreement Fee	6,000,000
Bonus Revenue (as % of Total Rev) in lieu of Agreement Fee	1%

MAG	
Baseline MAG	10,000,000

INVENTORY

Existing Sites	**%**	**Qty**	
% of existing shelters w/viable grid access	90.0%	1,696	
# of new shelter locations	3,000		
Legacy Shelters	1,884		*as per the RFP*
Legacy Kiosks	203		*as per the RFP*

Legacy / Refurbished Shelters	
All Legacy Kiosks removed by	2025
All Legacy Shelters removed by	2025
Legacy Shelter Salvage Rate	30.0%
Final year of Removals Salvage Rate	15.0%

Location Distribution by Advertising	**Total**	**Shelters**	**Non-Shelters**
Super Premium location	2.5%	75	54
Premium location	3.3%	100	100
High-Level location	19.5%	584	185
Standard location	74.7%	2241	-
Non-viable location (Pillars)	0%	0	-
	100.0%	3,000	339

Panels	**Kiosks***	**Lockers**	**Docks**
	38	5	11
50	25	7	18
0	89	32	64
0	-	-	-
50	152	44	93

Max % Shelter Locations w/	**Max Icons**	**Max Panels**	**Non-Shelters**
Super Premium location			71%
Premium location	50	50	100%

Panels	**Kiosks***	**Lockers**	**Docks**
0.0%	50.0%	6.7%	14.7%
50.0%	25.0%	7.0%	18.0%

ASSUMPTIONS								
High-Level location	50	50	32%	0.0%	15.2%	5.5%	11.0%
Standard location	0	0	0%	0.0%	0.0%	0.0%	0.0%

**Total kiosk allotment includes remaining panel allotment balance*

Screens per Inventory	
Shelter	2
Panel	2
Kiosk	2
Locker	1
Dock	2

REVENUE

Advertising Commissions & Fee		
Ad sales commission	7.0%	*% of Total Advertising Revenues*
Ad sales team	15.0%	*% of Total Advertising Revenues*

5G Vertical Bridge Partnership	
Trench / setup Revenues per site	25,000
Annual Co-Leasing Revenues per site	1,200

Slots per Screen per year	Dig SP/ Prem	Dig Hi Quality	Static
Spots per sales cycle	8	6	1
Sales cycles per annum	13	13	13
Total slots per annum	104	78	13

Revenue per Screen per year	Total	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Super Premium - Icon static		6,000	6,000	6,000	6,000	6,000	6,000	6,210	6,427	6,652	6,885
		55.5%	55.5%	57.7%	59.0%	60.0%	60.0%	57.5%	58.0%	59.0%	60.0%
		43,290	43,290	45,006	46,020	46,800	46,800	46,420	48,462	51,023	53,704
Super Premium - Base digital		750	750	750	750	750	769	788	808	828	849
		65.0%	66.0%	67.8%	69.4%	73.5%	73.5%	73.5%	74.0%	74.0%	74.0%
		50,700	51,480	52,884	54,132	57,330	58,763	60,232	62,158	63,712	65,305
Premium - Icon static		6,000	6,000	6,000	6,000	6,000	6,000	6,210	6,427	6,652	6,885
		55.5%	55.5%	57.7%	59.0%	60.0%	60.0%	57.5%	58.0%	59.0%	60.0%
		43,290	43,290	45,006	46,020	46,800	46,800	46,420	48,462	51,023	53,704
Premium - Base digital		600	600	600	600	615	627	640	653	666	679
		55.4%	56.3%	57.2%	58.2%	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%

ASSUMPTIONS

	34,570	35,100	35,693	36,317	38,376	39,144	39,926	40,725	41,539	42,370
High-Quality- Base digital	500	500	500	500	500	500	513	525	538	552
	41.4%	32.3%	36.9%	39.7%	41.6%	46.2%	46.2%	46.2%	46.2%	46.2%
	16,146	12,597	14,399	15,483	16,205	17,999	18,448	18,910	19,382	19,867
Standard - Eco:grid static	500	500	500	500	500	500	515	530	546	563
	75.0%	50.0%	46.3%	35.0%	37.5%	40.0%	40.0%	40.0%	40.0%	40.0%
	4,875	3,250	3,010	2,275	2,438	2,600	2,678	2,758	2,841	2,926
Standard - Eco:solar static	500	500	500	500	500	500	515	530	546	563
	75.0%	50.0%	46.3%	35.0%	37.5%	40.0%	40.0%	40.0%	40.0%	40.0%
	4,875	3,250	3,010	2,275	2,438	2,600	2,678	2,758	2,841	2,926

CAPEX

Maintenance Capex

Maintenance capex %	3.0%

Replacement Digital Products	**Allure x2**	**AZQ x1**	**Media Player**
Replacement Digital Products after 5 years	$14,673	13,053	1,948

Shelter Unit Cost per Type	**Icon**	**Base**	**Eco:grid**	**Eco:solar**	**Pillar**	**Additional Shelter**	
Shelter structure	26,225	15,878	18,122	18,122	13,551	6,077	*Shelter*
Screen / Ad box		26,795			-	120	*Design*
Media Player	-	1,948	-	-	-	300	*Permit Drawings*
ePaper City-Transit screens	2,359	2,359	2,359	2,359	1,658	50	*Permits*
ePaper - 2 screen system	2,359	2,359	2,359	2,359	1,658	-	
ePaper - 1 screen system	-	-	-	-	-	-	
Cellular (modem, license, config, ancillary)	1,040	1,040	1,040	1,040	1,040	5,000	*Site Work*
LoRaWAN router	69	69	69	69	69	850	*Installation*
Smart City elements	1,451	1,451	1,451	1,451	219	-	
Inductive charger - 3	821						
Inductive charger - 2	-						
Inductive charger - 1	-						
Solar equipment	-	-	-	6,121			
Solar equipment - High				6,121	*510 Watt*	*510 Watt*	
Solar equipment - High/Mid				-	*510/340 Watt*	*510/340 Watt*	
Solar equipment - Mid				-	*340 Watt*	*340 Watt*	
Solar equipment - Low				-	*170 Watt*	*170 Watt*	
	34,324	**51,898**	**25,400**	**31,521**	**18,195**	**12,397**	

Other Furniture Unit Cost per Type	**Panel**	**Kiosk**	**Locker**	**Dock**
Structure	14,180	8,541	10,049	10,512

ASSUMPTIONS

Screen	-	26,107	13,053	26,795
Media Player	-	1,948	1,948	1,943
ePaper City-Transit screens	2,359	-	-	-
Cellular (modem, license, config, ancillary)	1,040	1,040	1,040	1,040
LoRaWAN router	69	69	69	69
Smart City elements	219	219	219	219
Solar equipment	-	-	-	-
	17,867	**37,924**	**26,379**	**40,583**

Construction Costs

Permitting & Inspections	100		*Unit costs per Shelter Installation (New & Refurbished)*
Site prep work - Digital & Icon	10,500		*Unit costs per Digital Shelter Site Work*
Site prep work - Static shelters	10,500		*Unit costs per Static Shelter Site Work (New & Refurbished)*
Site prep work - Pillars	5,500		*Unit costs per Pillar Site Work*
Trench work (5G Vertical Bridge sites)	25,000	Yes	*Additional site prep & data costs*
Site prep & power to non-shelter furnitures	20,000	100%	*% of Non-Shelter furnitures requiring grid stubs/site prep*
Power & Data	1,000	100%	*% of all furniture requiring connection to Power & Data*

Overheads

Contractor mobilization and markup	10.0%	*% of Other Installation Costs*
Contingency	20.0%	*% of Other Installation Costs*
Bonding	1.5%	*% of Other Installation Costs*

Design & Consulting Services			**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**
SOM				1,032,750								
Tranzito				775,000								
Black & Veatch				450,000	400,000							
BMW Designworks				1,000,000	590,100							
Fehr & Peers				300,000	140,000	50,000	50,000	50,000	50,000	50,000		
Studio 111	per furniture	400		483,000	382,000	300,000	240,000	-	-			

Notes: *1. Design & Consulting Services assumed for Construction Phase only*

OPEX

Routine Maintech Labor	**Monthly**	**Annual**
Refurbished Shelters	110	1,320
New Shelters - Digital	125	1,500
New Shelters - Static	115	1,380
Pillars	45	540
Panels	10	120
Kiosks	10	120
Lockers	15	180
Docks	30	360

ASSUMPTIONS

Installations	One-Time
Move and Install Refurbs	1,100
Install Shelters	1,210
Install Pillars	550
Install Panel	1,100
Install Kiosks	550
Install Lockers	550
Install Docks	550

Executive Staff	Hours	Hourly Rate	Annul Comp
Executive Director	2,080	73.54	152,958
CTO	1,040	96.00	99,840
General Manager	2,080	63.96	133,029
Office Coordinator	2,080	35.00	72,800

Labor mark-up & Overheads	63.0%	*FAR Overhead Rate*

Energy Annual Cost per Type	kWh	Unit Cost	Cost
Super Premium - Icon static	956	0.218	208
Super Premium - Base digital	8,986	0.218	1,959
Premium - Icon static	956	0.218	208
Premium - Base digital	8,986	0.218	1,959
High-Quality - Icon static	956	0.218	208
High-Quality- Base digital	8,986	0.218	1,959
Standard - Eco:grid static	1,292	0.218	282
Standard - Eco:solar static	-	0.218	-
Non-viable - Pillar	-	0.218	-
Panels (static ad wrap)	956	0.218	208
Kiosks (digital ad screen)	8,175	0.218	1,782
Lockers (digital ad screen)	5,820	0.218	1,269
Docks (digital ad screen)	9,835	0.218	2,144

Systems Integration	Annual	
CurbCMS	100	*per unit*
Curb App	100,000	*per annum*
Broadsign CMS License	504	*per digital unit*
ePaper License	36	*per screen*
Locker License	624	*per unit*
Scooter License	800	*per unit*

Other Expenses	Annual	
IT Support	200	*per Screen*
Network - High speed Public WiFi	360	*per Shelter*
Network - Low speed Public WiFi	120	*per Shelter*

ASSUMPTIONS		
Network - LoRaWAN	-	*per Shelter*
Marketing/ Promotions	160,000	artreach program
Office expense	40,000	*incl. IT, office supplies, and similar*
Professional services	80,000	*legal, finance, new ventures*
Performance Bond	-	*covered in construction costs*
Insurance - Annual	45,000	
Insurance - Auto	-	*covered in maintenance costs*
Insurance - Cyber	25,000	*per annum*
Insurance - Professional Liability	20,000	*per annum*
Insurance - Property	-	*covered in maintenance costs*
Insurance - Construction	25,000	
Insurance - Builder's Risk	25,000	*four-year construction term, based on $100m for entire project*
Insurance - General Liability ($2m or more)		*covered by AP Construction*
Insurance - Umbrella ($5m limit)		*covered by AP Construction*
Incidentals / Contingencies	10%	

		Date	31-Dec-2021	31-Dec-2022	31-Dec-2023	31-Dec-2024	31-Dec-2025	31-Dec-2026	31-Dec-2027	31-Dec-2028	31-Dec-2029	31-Dec-2030	31-Dec-2031
		Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
CHECKS:	TRUE	Days	365	365	365	366	365	365	365	366	365	365	365
INVENTORY													
Inventory Breakdown													
Legacy Shelters			1,884	1,114	284	-	-	-	-	-	-	-	-
Legacy Kiosks			203	51	51	51	-	-	-	-	-	-	-
Refurbished Shelters				231	270	-	-	-	-	-	-	-	-
Total Legacy Inventory			2,087	1,396	605	51	-	-	-	-	-	-	-
Shelters Icon (static ad wrap)			-	50	50	50	50	50	50	50	50	50	50
Shelters Base (digital ad screen)			-	709	709	709	709	709	709	709	709	709	709
Shelters Eco (static ad screen box)			-	11	841	1,641	2,241	2,241	2,241	2,241	2,241	2,241	2,241
Pillars (no ads)				-	-	-	-	-	-	-	-	-	-
Additional Shelters (no ads)													
Total New Shelters			-	770	1,600	2,400	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Panels (static ad wrap)				50	50	50	50	50	50	50	50	50	50
Kiosks (digital ad screen)				152	152	152	152	152	152	152	152	152	152
Lockers (digital ad screen)				44	44	44	44	44	44	44	44	44	44
Docks (digital ad screen)				93	93	93	93	93	93	93	93	93	93
Total Other Inventory			-	339	339	339	339	339	339	339	339	339	339
Total Inventory Breakdown	TRUE		**2,087**	**2,505**	**2,544**	**2,790**	**3,339**	**3,339**	**3,339**	**3,339**	**3,339**	**3,339**	**3,339**
			31-Dec-2021	**31-Dec-2022**	**31-Dec-2023**	**31-Dec-2024**	**31-Dec-2025**	**31-Dec-2026**	**31-Dec-2027**	**31-Dec-2028**	**31-Dec-2029**	**31-Dec-2030**	**31-Dec-2031**
Inventory Actions													
Removals			-	922	1,040	554	51	-	-	-	-	-	-
Install Shelters				770	830	800	600						
Install Other Furniture			-	339	-	-	-	-	-	-	-	-	-
Refurbishments			-	231	249	43	-	-	-	-	-	-	-
Disposals			-	691	791	511	51	-	-	-	-	-	-
Total Inventory Actions			-	2,953	2,910	1,908	702	-	-	-	-	-	-
Faces per Inventory Type													
Shelters (static ad wrap)				100	100	100	100	100	100	100	100	100	100
Shelters (digital ad screen)				1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418
Shelters (static ad box)				22	1,682	3,282	4,482	4,482	4,482	4,482	4,482	4,482	4,482
Panels (static ad wrap)				100	100	100	100	100	100	100	100	100	100
Kiosks (digital ad screen)				304	304	304	304	304	304	304	304	304	304
Lockers (digital ad screen)				44	44	44	44	44	44	44	44	44	44
Docks (digital ad screen)				186	186	186	186	186	186	186	186	186	186
Total Faces	TRUE		-	2,174	3,834	5,434	6,634	6,634	6,634	6,634	6,634	6,634	6,634
SHELTERS													
Legacy Shelters													
Inventory, bp			1,884	1,884	1,114	284	-	-	-	-	-	-	-
Removals				(770)	(830)	(284)	-	-	-	-	-	-	-
Installs													
Inventory, ep - Legacy Shelters			1,884	1,114	284	-	-	-	-	-	-	-	-
	Excl. Final Yr	*Final Year*											
Salvage Rate	30.0%	15.0%		30.0%	30.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%	15.0%
Refurbishments				231	249	43	-	-	-	-	-	-	-
Disposals				539	581	241	-	-	-	-	-	-	-
Refurbished Shelters													
Inventory, bp					231	270	-	-	-	-	-	-	-
Removals				-	(210)	(270)	-	-	-	-	-	-	-
Installs				231	249	-	-	-	-	-	-	-	-
Inventory, ep - Refurbished Shelters				231	270	-	-	-	-	-	-	-	-

			Date	31-Dec-2021	31-Dec-2022	31-Dec-2023	31-Dec-2024	31-Dec-2025	31-Dec-2026	31-Dec-2027	31-Dec-2028	31-Dec-2029	31-Dec-2030	31-Dec-2031
			Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
CHECKS:	TRUE		Days	365	365	365	366	365	365	365	366	365	365	365
INVENTORY														
New Shelters														
Inventory, bp						770	1,600	2,400	3,000	3,000	3,000	3,000	3,000	3,000
Removals														
Installs					770	830	800	600						
Inventory, - New Shelters		TRUE			770	1,600	2,400	3,000	3,000	3,000	3,000	3,000	3,000	3,000
New Shelters	**Annual kWh**	**Target**												
Super Premium - Icon static	956	75												
Super Premium - Base digital	8,986	-			75	75	75	75	75	75	75	75	75	75
Premium - Icon static	956	100			50	50	50	50	50	50	50	50	50	50
Premium - Base digital	8,986	-			50	50	50	50	50	50	50	50	50	50
High-Quality - Icon static	956	584			-	-	-	-	-	-	-	-	-	-
High-Quality- Base digital	8,986	-			584	584	584	584	584	584	584	584	584	584
Standard - Eco:grid static	1,292	937			11	841	937	937	937	937	937	937	937	937
Standard - Eco:solar static	-	1,304			-	-	704	1,304	1,304	1,304	1,304	1,304	1,304	1,304
Non-viable - Pillar	-	-			-	-	-	-	-	-	-	-	-	-
Additional Shelters														
Total Shelters		3,000		**1,884**	**2,115**	**2,154**	**2,400**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**
KIOSKS														
Legacy Kiosks														
Inventory, bp					203	51	51	51	-	-	-	-	-	-
Removals	2025				(152)	-	-	(51)	-	-	-	-	-	-
Installs														
Inventory, ep - Legacy Kiosks				203	51	51	51	-	-	-	-	-	-	-
New Kiosks														
Inventory, bp						152	152	152	152	152	152	152	152	152
Removals														
Installs					152	-	-	-	-	-	-	-	-	-
Installs (substituting panels)														
Inventory, ep - New Kiosks		TRUE			152	152	152	152	152	152	152	152	152	152
New Kiosks by [Category / Site Category]														
Super Premium location	50.0%				38	38	38	38	38	38	38	38	38	38
Super Premium location (substituting panels)	0.0%				-	-	-	-	-	-	-	-	-	-
Premium location	25.0%				25	25	25	25	25	25	25	25	25	25
Premium location (substituting panels)	0.0%				-	-	-	-	-	-	-	-	-	-
High-Level location	15.2%				89	89	89	89	89	89	89	89	89	89
High-Level location (substituting panels)	0.0%				-	-	-	-	-	-	-	-	-	-
Standard location	0.0%				-	-	-	-	-	-	-	-	-	-
Total Kiosks				**203**	**203**	**203**	**203**	**152**	**152**	**152**	**152**	**152**	**152**	**152**
OTHER INVENTORY														
Panels														
Inventory, bp						50	50	50	50	50	50	50	50	50
Removals														
Installs					50	-	-	-	-	-	-	-	-	-
Inventory, ep - Panels		TRUE			50	50	50	50	50	50	50	50	50	50
Panels by [Category / Site Category]														
Super Premium location	0.0%				-	-	-	-	-	-	-	-	-	-
Premium location	50.0%				50	50	50	50	50	50	50	50	50	50

			Date	31-Dec-2021	31-Dec-2022	31-Dec-2023	31-Dec-2024	31-Dec-2025	31-Dec-2026	31-Dec-2027	31-Dec-2028	31-Dec-2029	31-Dec-2030	31-Dec-2031
			Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
CHECKS:	TRUE		Days	365	365	365	366	365	365	365	366	365	365	365
INVENTORY														
High-Level location	0.0%			-	-	-	-	-	-	-	-	-	-	-
Lockers														
Inventory, bp					44	44	44	44	44	44	44	44	44	44
Removals														
Installs				44	-	-	-	-	-	-	-	-	-	-
Inventory, ep - Lockers		TRUE		44	44	44	44	44	44	44	44	44	44	44
Lockers by [Category / Site Category]														
Super Premium location	6.7%			5	5	5	5	5	5	5	5	5	5	5
Premium location	7.0%			7	7	7	7	7	7	7	7	7	7	7
High-Level location	5.5%			32	32	32	32	32	32	32	32	32	32	32
Standard location	0.0%			-	-	-	-	-	-	-	-	-	-	-
Docks														
Inventory, bp					93	93	93	93	93	93	93	93	93	93
Removals														
Installs				93	-	-	-	-	-	-	-	-	-	-
Inventory, ep - Docks		TRUE		93	93	93	93	93	93	93	93	93	93	93
Docks by [Category / Site Category]														
Super Premium location	14.7%			11	11	11	11	11	11	11	11	11	11	11
Premium location	18.0%			18	18	18	18	18	18	18	18	18	18	18
High-Level location	11.0%			64	64	64	64	64	64	64	64	64	64	64
Standard location	0.0%			-	-	-	-	-	-	-	-	-	-	-
Total Other Inventory				-	**187**	**187**	**187**	**187**	**187**	**187**	**187**	**187**	**187**	**187**
FACES														
Inventory by Face Type														
Shelters (Static ad wrap)					50	50	50	50	50	50	50	50	50	50
Panels (Static ad wrap)					50	50	50	50	50	50	50	50	50	50
Shelters (Static ad box)					11	841	1,641	2,241	2,241	2,241	2,241	2,241	2,241	2,241
Total Static Inventory					111	941	1,741	2,341	2,341	2,341	2,341	2,341	2,341	2,341
Shelters (Digital)					709	709	709	709	709	709	709	709	709	709
Kiosks (Digital)					152	152	152	152	152	152	152	152	152	152
Lockers (Digital)					44	44	44	44	44	44	44	44	44	44
Docks (Digital)					93	93	93	93	93	93	93	93	93	93
Total Digital Inventory					998	998	998	998	998	998	998	998	998	998
Faces per New Inventory														
Shelters (Static ad wrap)	2				100	100	100	100	100	100	100	100	100	100
Panels (Static ad wrap)	2				100	100	100	100	100	100	100	100	100	100
Shelters (Static ad box)	2				22	1,682	3,282	4,482	4,482	4,482	4,482	4,482	4,482	4,482
Total Static Faces					222	1,882	3,482	4,682	4,682	4,682	4,682	4,682	4,682	4,682
Shelters (Digital)	2				1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418	1,418
Kiosks (Digital)	2				304	304	304	304	304	304	304	304	304	304
Lockers (Digital)	1				44	44	44	44	44	44	44	44	44	44
Docks (Digital)	2				186	186	186	186	186	186	186	186	186	186
Total Digital Faces					1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952
Total Faces					**2,174**	**3,834**	**5,434**	**6,634**	**6,634**	**6,634**	**6,634**	**6,634**	**6,634**	**6,634**

CHECKS: TRUE		Totals Year	31-Dec-2021 2021	31-Dec-2022 2022	31-Dec-2023 2023	31-Dec-2024 2024	31-Dec-2025 2025	31-Dec-2026 2026	31-Dec-2027 2027	31-Dec-2028 2028	31-Dec-2029 2029	31-Dec-2030 2030	31-Dec-2031 2031
REVENUE													
CPI 3.0%			1.000	1.000	1.030	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305
Advertising Revenues by Type													
Digital (Shelters)		307,820,686		14,960,244	25,945,296	28,319,678	29,835,624	31,363,956	33,751,088	34,575,293	35,482,710	36,349,415	37,237,381
Digital (Non-Shelters)		145,411,335		6,947,210	12,824,526	13,633,277	14,186,312	14,951,079	15,776,455	16,152,665	16,581,174	16,976,767	17,381,870
Static (Shelters)		136,834,075		2,218,125	7,098,000	11,970,179	13,433,550	15,604,875	16,333,200	16,644,771	17,209,102	17,836,086	18,486,187
Static (Non-shelters)		44,917,024		2,164,500	4,329,000	4,500,600	4,602,000	4,680,000	4,680,000	4,641,975	4,846,222	5,102,320	5,370,408
Total Advertising Revenues by Type		**634,983,120**		**26,290,079**	**50,196,822**	**58,423,734**	**62,057,486**	**66,599,910**	**70,540,743**	**72,014,704**	**74,119,208**	**76,264,588**	**78,475,846**
Advertising Revenues by Unit													
Shelters		444,654,760		17,178,369	33,043,296	40,289,857	43,269,174	46,968,831	50,084,288	51,220,064	52,691,812	54,185,501	55,723,568
Panels		44,917,024		2,164,500	4,329,000	4,500,600	4,602,000	4,680,000	4,680,000	4,641,975	4,846,222	5,102,320	5,370,408
Kiosks		88,948,584		4,227,834	7,909,746	8,366,810	8,685,846	9,160,281	9,626,916	9,857,803	10,126,186	10,369,159	10,618,003
Lockers		10,485,652		506,080	906,204	975,031	1,020,334	1,073,826	1,143,773	1,170,997	1,200,975	1,229,574	1,258,859
Docks		45,977,099		2,213,297	4,008,576	4,291,435	4,480,133	4,716,972	5,005,766	5,123,865	5,254,014	5,378,034	5,505,008
Total Advertising Revenues by Unit		**634,983,120**		**26,290,079**	**50,196,822**	**58,423,734**	**62,057,486**	**66,599,910**	**70,540,743**	**72,014,704**	**74,119,208**	**76,264,588**	**78,475,846**
Commissions & Fees		(139,696,286)		(5,783,817)	(11,043,301)	(12,853,222)	(13,652,647)	(14,651,980)	(15,518,963)	(15,843,235)	(16,306,226)	(16,778,209)	(17,264,686)
Net Advertising Revenues	TRUE	**495,286,833**		**20,506,262**	**39,153,521**	**45,570,513**	**48,404,839**	**51,947,930**	**55,021,779**	**56,171,469**	**57,812,982**	**59,486,378**	**61,211,160**
Net Advertising Revenues YoY Growth				-	90.9%	16.4%	6.2%	7.3%	5.9%	2.1%	2.9%	2.9%	2.9%
Net Advertising Revenues per Screen		86,827		9,433	10,212	8,386	7,296	7,831	8,294	8,467	8,715	8,967	9,227
Other Revenues		3,815,666		2,560,000	123,600	127,308	131,127	135,061	139,113	143,286	147,585	152,012	156,573
Total Net Revenues		**499,102,499**		**23,066,262**	**39,277,121**	**45,697,821**	**48,535,967**	**52,082,991**	**55,160,892**	**56,314,755**	**57,960,567**	**59,638,391**	**61,367,732**
Advertising Revenue per Screen													
Shelters				11,155	10,326	8,394	7,212	7,828	8,347	8,537	8,782	9,031	9,287
Panels				21,645	43,290	45,006	46,020	46,800	46,800	46,420	48,462	51,023	53,704
Kiosks				13,907	26,019	27,522	28,572	30,133	31,667	32,427	33,310	34,109	34,928
Lockers				11,502	20,596	22,160	23,189	24,405	25,995	26,614	27,295	27,945	28,610
Docks				11,899	21,551	23,072	24,087	25,360	26,913	27,548	28,247	28,914	29,597
Blended				**12,093**	**13,093**	**10,752**	**9,354**	**10,039**	**10,633**	**10,855**	**11,173**	**11,496**	**11,829**
NET ADVERTISING REVENUES													
Shelters	Year 1 Rev												
Super Premium - Icon static	43,290	-		-	-	-	-	-	-	-	-	-	-
Super Premium - Base digital	50,700	82,702,001		3,802,500	7,722,000	7,932,600	8,119,800	8,599,500	8,814,488	9,034,850	9,323,719	9,556,812	9,795,732
Premium - Icon static	43,290	44,917,024		2,164,500	4,329,000	4,500,600	4,602,000	4,680,000	4,680,000	4,641,975	4,846,222	5,102,320	5,370,408
Premium - Base digital	34,570	36,647,485		1,728,480	3,510,000	3,569,280	3,631,680	3,837,600	3,914,352	3,992,639	4,072,492	4,153,942	4,237,020
High-Quality - Icon static	31,493	-		-	-	-	-	-	-	-	-	-	-
High-Quality- Base digital	16,146	188,471,200		9,429,264	14,713,296	16,817,798	18,084,144	18,926,856	21,022,248	21,547,804	22,086,499	22,638,662	23,204,628
Standard - Eco:grid static	4,875	42,872,974		53,625	2,769,000	5,350,891	4,263,350	4,567,875	4,872,400	5,018,572	5,169,129	5,324,203	5,483,929
Standard - Eco:solar static	4,875	49,044,076		-	-	2,118,688	4,568,200	6,357,000	6,780,800	6,984,224	7,193,751	7,409,563	7,631,850
Total Shelters		444,654,760		17,178,369	33,043,296	40,289,857	43,269,174	46,968,831	50,084,288	51,220,064	52,691,812	54,185,501	55,723,568
Faces, Shelters	2			1,540	3,200	4,800	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Revenue per Faces, Shelters				11,155	10,326	8,394	7,212	7,828	8,347	8,537	8,782	9,031	9,287
Panels	Year 1 Rev												
Super Premium	43,290	-		-	-	-	-	-	-	-	-	-	-
Premium	43,290	44,917,024		2,164,500	4,329,000	4,500,600	4,602,000	4,680,000	4,680,000	4,641,975	4,846,222	5,102,320	5,370,408
High-Quality	31,493	-		-	-	-	-	-	-	-	-	-	-
Total Panels		44,917,024		2,164,500	4,329,000	4,500,600	4,602,000	4,680,000	4,680,000	4,641,975	4,846,222	5,102,320	5,370,408

CHECKS: TRUE		Totals Year	31-Dec-2021 2021	31-Dec-2022 2022	31-Dec-2023 2023	31-Dec-2024 2024	31-Dec-2025 2025	31-Dec-2026 2026	31-Dec-2027 2027	31-Dec-2028 2028	31-Dec-2029 2029	31-Dec-2030 2030	31-Dec-2031 2031
REVENUE													
Faces, Panels	2			100	100	100	100	100	100	100	100	100	100
Revenue per Faces, Panels				21,645	43,290	45,006	46,020	46,800	46,800	46,420	48,462	51,023	53,704
Kiosks	Year 1 Rev												
Super Premium	50,700	41,902,347		1,926,600	3,912,480	4,019,184	4,114,032	4,357,080	4,466,007	4,577,657	4,724,018	4,842,118	4,963,171
Premium	34,570	18,323,743		864,240	1,755,000	1,784,640	1,815,840	1,918,800	1,957,176	1,996,320	2,036,246	2,076,971	2,118,510
High-Quality	16,146	28,722,495		1,436,994	2,242,266	2,562,986	2,755,974	2,884,401	3,203,733	3,283,826	3,365,922	3,450,070	3,536,322
Total Kiosks		88,948,584		4,227,834	7,909,746	8,366,810	8,685,846	9,160,281	9,626,916	9,857,803	10,126,186	10,369,159	10,618,003
Faces, Kiosks	2			304	304	304	304	304	304	304	304	304	304
Revenue per Faces, Kiosks				13,907	26,019	27,522	28,572	30,133	31,667	32,427	33,310	34,109	34,928
Lockers	Year 1 Rev												
Super Premium	50,700	2,756,733		126,750	257,400	264,420	270,660	286,650	293,816	301,162	310,791	318,560	326,524
Premium	34,570	2,565,324		120,994	245,700	249,850	254,218	268,632	274,005	279,485	285,074	290,776	296,591
High-Quality	16,146	5,163,595		258,336	403,104	460,762	495,456	518,544	575,952	590,351	605,110	620,237	635,743
Total Lockers		10,485,652		506,080	906,204	975,031	1,020,334	1,073,826	1,143,773	1,170,997	1,200,975	1,229,574	1,258,859
Faces, Lockers	1			44	44	44	44	44	44	44	44	44	44
Revenue per Faces, Lockers				11,502	20,596	22,160	23,189	24,405	25,995	26,614	27,295	27,945	28,610
Docks	Year 1 Rev												
Super Premium	50,700	12,129,627		557,700	1,132,560	1,163,448	1,190,904	1,261,260	1,292,792	1,325,111	1,367,479	1,401,666	1,436,707
Premium	34,570	13,193,095		622,253	1,263,600	1,284,941	1,307,405	1,381,536	1,409,167	1,437,350	1,466,097	1,495,419	1,525,327
High-Quality	16,146	20,654,378		1,033,344	1,612,416	1,843,046	1,981,824	2,074,176	2,303,808	2,361,403	2,420,438	2,480,949	2,542,973
Total Docks		45,977,099		2,213,297	4,008,576	4,291,435	4,480,133	4,716,972	5,005,766	5,123,865	5,254,014	5,378,034	5,505,008
Faces, Docks	2			186	186	186	186	186	186	186	186	186	186
Revenue per Faces, Docks				11,899	21,551	23,072	24,087	25,360	26,913	27,548	28,247	28,914	29,597
Total Advertising Revenues		634,983,120		26,290,079	50,196,822	58,423,734	62,057,486	66,599,910	70,540,743	72,014,704	74,119,208	76,264,588	78,475,846
Commissions & Fees													
Ad sales commission	7.0%	44,448,818		1,840,306	3,513,778	4,089,661	4,344,024	4,661,994	4,937,852	5,041,029	5,188,345	5,338,521	5,493,309
Ad sales team	15.0%	95,247,468		3,943,512	7,529,523	8,763,560	9,308,623	9,989,987	10,581,111	10,802,206	11,117,881	11,439,688	11,771,377
Total Commissions & Fees		139,696,286		5,783,817	11,043,301	12,853,222	13,652,647	14,651,980	15,518,963	15,843,235	16,306,226	16,778,209	17,264,686
Net Advertising Revenues		**495,286,833**		**20,506,262**	**39,153,521**	**45,570,513**	**48,404,839**	**51,947,930**	**55,021,779**	**56,171,469**	**57,812,982**	**59,486,378**	**61,211,160**
OTHER REVENUES													
5G Vertical Bridge sites	Unit Rev.												
Trench sites	25,000	2,500,000		2,500,000	-	-	-	-	-	-	-	-	-
Co-leasing sites	1,200	1,315,666		60,000	123,600	127,308	131,127	135,061	139,113	143,286	147,585	152,012	156,573
Total 5G Vertical Bridge sites		3,815,666		2,560,000	123,600	127,308	131,127	135,061	139,113	143,286	147,585	152,012	156,573

CHECKS: TRUE		Totals Year	31-Dec-2021 2021	31-Dec-2022 2022	31-Dec-2023 2023	31-Dec-2024 2024	31-Dec-2025 2025	31-Dec-2026 2026	31-Dec-2027 2027	31-Dec-2028 2028	31-Dec-2029 2029	31-Dec-2030 2030	31-Dec-2031 2031
CAPEX													
CPI 3.0%			1.000	1.030	1.030	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305
Capex													
Equipment		136,791,058		50,383,867	21,714,319	26,128,999	20,666,233	-	16,516,505	1,381,136	-	-	-
Installations		4,586,748		1,399,750	1,316,546	1,077,132	793,320	-	-	-	-	-	-
Construction Costs		70,666,357		27,916,331	17,932,126	14,023,507	10,794,394	-	-	-	-	-	-
Design & Consulting Services		5,637,850		3,265,750	1,512,100	420,000	290,000	50,000	50,000	50,000	-	-	-
Design-Build Capex	TRUE	217,682,013		82,965,698	42,475,091	41,649,637	32,543,947	50,000	16,566,505	1,431,136	-	-	-
Maintenance Capex		19,049,494		788,702	1,505,905	1,752,712	1,861,725	1,997,997	2,116,222	2,160,441	2,223,576	2,287,938	2,354,275
Energy Capex		-		-	-	-	-	-	-	-	-	-	-
Systems Integration Capex		-		-	-	-	-	-	-	-	-	-	-
Total Capex	**TRUE**	**236,731,507**		**83,754,400**	**43,980,996**	**43,402,349**	**34,405,672**	**2,047,997**	**18,682,727**	**3,591,577**	**2,223,576**	**2,287,938**	**2,354,275**
EQUIPMENT													
Shelters													
Super Premium - Icon static	34,324	-		-	-	-	-	-	-	-	-	-	-
Super Premium - Base digital	51,898	3,892,331		3,892,331	-	-	-	-	-	-	-	-	-
Premium - Icon static	34,324	1,716,204		1,716,204	-	-	-	-	-	-	-	-	-
Premium - Base digital	51,898	2,594,887		2,594,887	-	-	-	-	-	-	-	-	-
High-Quality - Icon static	34,324	-		-	-	-	-	-	-	-	-	-	-
High-Quality- Base digital	51,898	30,308,280		30,308,280	-	-	-	-	-	-	-	-	-
Standard - Eco:grid static	25,400	24,580,599		279,398	21,714,319	2,586,882	-	-	-	-	-	-	-
Standard - Eco:solar static	31,521	44,208,350		-	-	23,542,117	20,666,233	-	-	-	-	-	-
Non-viable - Pillar	18,195	-		-	-	-	-	-	-	-	-	-	-
Additional Shelters	6,077	-		-	-	-	-	-	-	-	-	-	-
Total Shelters	TRUE	**107,300,651**		**38,791,100**	**21,714,319**	**26,128,999**	**20,666,233**	-	-	-	-	-	-
Other Equipment													
Panels (static ad wrap)	17,867	893,367		893,367	-	-	-	-	-	-	-	-	-
Kiosks (digital ad screen)	37,924	5,764,516		5,764,516	-	-	-	-	-	-	-	-	-
Lockers (digital ad screen)	26,379	1,160,656		1,160,656	-	-	-	-	-	-	-	-	-
Docks (digital ad screen)	40,583	3,774,229		3,774,229	-	-	-	-	-	-	-	-	-
Total Other Equipment	TRUE	**11,592,767**		**11,592,767**	-	-	-	-	-	-	-	-	-
Replacement Digital Products													
Replacement screens - Allure dual-sided (Base)	14,673	10,403,157							10,403,157	-	-	-	-
Replacement screens - Allure dual-sided (Kiosk)	14,673	2,230,296							2,230,296	-	-	-	-
Replacement screens - AZQ (Lockers)	13,053	574,354							574,354	-	-	-	-
Replcement screens - Allure dual-sided (Docks)	14,673	1,364,589							1,364,589	-	-	-	-
Total Replacement screens (after 50,000 hours)		14,572,396		-	-	-	-	-	14,572,396	-	-	-	-
Replacement media player (Base)	1,948	2,762,271							1,381,136	1,381,136	-	-	-
Replacement media player (Kiosk)	1,948	296,097							296,097	-	-	-	-
Replacement media player (Lockers)	1,948	85,712							85,712	-	-	-	-
Replcement media player (Docks)	1,948	181,164							181,164	-	-	-	-
Total Replacement media players (after 50,000 hours)		3,325,245		-	-	-	-	-	1,944,109	1,381,136	-	-	-
Total Replacement Digital Products		**17,897,640**		-	-	-	-	-	**16,516,505**	**1,381,136**	-	-	-
Total Equipment	TRUE	**136,791,058**		**50,383,867**	**21,714,319**	**26,128,999**	**20,666,233**	-	**16,516,505**	**1,381,136**	-	-	-
CONSTRUCTION													
Actions													
Installs - Icon Shelters		50		50	-	-	-	-	-	-	-	-	-
Installs - Base Shelters		709		709	-	-	-	-	-	-	-	-	-
Installs - Eco Shelters		2,241		11	830	800	600	-	-	-	-	-	-
Installs - Additional Shelters													

CHECKS: TRUE			Totals Year	31-Dec-2021 2021	31-Dec-2022 2022	31-Dec-2023 2023	31-Dec-2024 2024	31-Dec-2025 2025	31-Dec-2026 2026	31-Dec-2027 2027	31-Dec-2028 2028	31-Dec-2029 2029	31-Dec-2030 2030	31-Dec-2031 2031
CAPEX														
Installs - Pillars			-		-	-	-	-	-	-	-	-	-	-
Installs - Refurb Shelters			480		231	249	-	-	-	-	-	-	-	-
Installs - Panels			50		50	-	-	-	-	-	-	-	-	-
Installs - Kiosks			152		152	-	-	-	-	-	-	-	-	-
Installs - New Lockers			44		44	-	-	-	-	-	-	-	-	-
Installs - New Docks			93		93	-	-	-	-	-	-	-	-	-
Removals - Legacy Shelters			1,884		770	830	284	-	-	-	-	-	-	-
Removals - Refurbished Shelters			480		-	210	270	-	-	-	-	-	-	-
Disposals - Legacy Shelters			1,361		539	581	241	-	-	-	-	-	-	-
Disposals - Refurbished Shelters			480		-	210	270	-	-	-	-	-	-	-
Refurbishments - Legacy Shelters			523		231	249	43	-	-	-	-	-	-	-
Removal & Disposal - Legacy Kiosks			203		152	-	-	51	-	-	-	-	-	-
			-											
Removals	TRUE		2,567	-	922	1,040	554	51	-	-	-	-	-	-
Installs	TRUE		3,000		770	830	800	600						
Refurbishments	TRUE		523	-	231	249	43	-	-	-	-	-	-	-
Disposals	TRUE		2,044	-	691	791	511	51	-	-	-	-	-	-
Installs, New and Refurbished Shelters			2,721	-	242	1,079	800	600	-	-	-	-	-	-
Installs, New Shelters Only			2,241		11	830	800	600	-	-	-	-	-	-
Installation Costs	One-Time													
Move and Install Refurbs	1,100		586,398	-	254,100	282,117	50,181	-	-	-	-	-	-	-
Install Shelters	1,210		3,786,400	-	931,700	1,034,429	1,026,951	793,320	-	-	-	-	-	-
Install Panel	1,100		55,000	-	55,000	-	-	-	-	-	-	-	-	-
Install Kiosks	550		83,600	-	83,600	-	-	-	-	-	-	-	-	-
Install Lockers	550		24,200	-	24,200	-	-	-	-	-	-	-	-	-
Install Docks	550		51,150	-	51,150	-	-	-	-	-	-	-	-	-
Total Installations	TRUE		**4,586,748**	-	**1,399,750**	**1,316,546**	**1,077,132**	**793,320**	-	-	-	-	-	-
Construction Costs														
Permitting & Inspections	100	*per shelter*	285,773	-	24,200	111,137	84,872	65,564	-	-	-	-	-	-
Site prep work - Digital & Icon	10,500	*per shelter*	7,969,500	-	7,969,500	-	-	-	-	-	-	-	-	-
Site prep work - Static shelters	10,500	*per shelter*	30,006,125	-	2,541,000	11,669,385	8,911,560	6,884,180	-	-	-	-	-	-
Site prep work - Pillars	5,500	*per shelter*			-	-	-	-	-	-	-	-	-	-
Trench work (5G Vertical Bridge sites)	25,000	*per site*	2,500,000	-	2,500,000	-	-	-	-	-	-	-	-	-
Site prep & power to non-shelter furnitures	20,000	100.0%	6,780,000	-	6,780,000	-	-	-	-	-	-	-	-	-
Power & Data Tie-in	1,000	100.0%	2,709,256	-	350,000	854,900	848,720	655,636	-	-	-	-	-	-
Direct Construction Costs			50,250,654	-	20,164,700	12,635,422	9,845,152	7,605,380	-	-	-	-	-	-
Contractor mobilization and markup	10.0%		5,025,065	-	2,016,470	1,263,542	984,515	760,538	-	-	-	-	-	-
Contingency	20.0%		10,050,131	-	4,032,940	2,527,084	1,969,030	1,521,076	-	-	-	-	-	-
Bonding	1.5%		753,760	-	302,471	189,531	147,677	114,081	-	-	-	-	-	-
Total Construction Costs	TRUE		**70,666,357**	-	**27,916,331**	**17,932,126**	**14,023,507**	**10,794,394**	-	-	-	-	-	-
DESIGN & CONSULTING SERVICES														
Design & Consulting Services														
SOM			1,032,750		1,032,750									
Black & Veatch			850,000		450,000	400,000								
BMW Designworks			1,590,100		1,000,000	590,100								
Fehr & Peers			690,000		300,000	140,000	50,000	50,000	50,000	50,000	50,000			
Studio 111			1,475,000		483,000	382,000	370,000	240,000	-	-				
Tranzito			775,000		775,000									
Total Design & Consulting Services	TRUE		**5,637,850**	-	**3,265,750**	**1,512,100**	**420,000**	**290,000**	**50,000**	**50,000**	**50,000**	-	-	-
MAINTENANCE CAPEX														
Advertising Revenues			634,983,120		26,290,079	50,196,822	58,423,734	62,057,486	66,599,910	70,540,743	72,014,704	74,119,208	76,264,588	78,475,846
Total Maintenance Capex	3.0%	TRUE	**19,049,494**	-	**788,702**	**1,505,905**	**1,752,712**	**1,861,725**	**1,997,997**	**2,116,222**	**2,160,441**	**2,223,576**	**2,287,938**	**2,354,275**

CHECKS:	TRUE		Totals	31-Dec-2021	31-Dec-2022	31-Dec-2023	31-Dec-2024	31-Dec-2025	31-Dec-2026	31-Dec-2027	31-Dec-2028	31-Dec-2029	31-Dec-2030	31-Dec-2031
			Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
CAPEX														
Energy Capex	Annual kWh	Annual Cost												
Super Premium - Icon static	956	208	-	-	-	-	-	-	-	-	-	-	-	-
Super Premium - Base digital	8,986	1,959	-	-	-	-	-	-	-	-	-	-	-	-
Premium - Icon static	956	208	-	-	-	-	-	-	-	-	-	-	-	-
Premium - Base digital	8,986	1,959	-	-	-	-	-	-	-	-	-	-	-	-
High-Quality - Icon static	956	208	-	-	-	-	-	-	-	-	-	-	-	-
High-Quality- Base digital	8,986	1,959	-	-	-	-	-	-	-	-	-	-	-	-
Standard - Eco:grid static	1,292	282	-	-	-	-	-	-	-	-	-	-	-	-
Standard - Eco:solar static	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-viable - Pillar	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Panels (static ad wrap)	956	208	-	-	-	-	-	-	-	-	-	-	-	-
Kiosks (digital ad screen)	8,175	1,782	-	-	-	-	-	-	-	-	-	-	-	-
Lockers (digital ad screen)	5,820	1,269	-	-	-	-	-	-	-	-	-	-	-	-
Docks (digital ad screen)	9,835	2,144	-	-	-	-	-	-	-	-	-	-	-	-
Total Energy Capex		TRUE	-	-	-	-	-	-	-	-	-	-	-	-
Megawatt Hours			-	-	-	-	-	-	-	-	-	-	-	-
SYSTEMS INTEGRATION CAPEX														
Shelters					770	1,600	2,400	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Other Inventory					339	339	339	339	339	339	339	339	339	339
Digital Units					998	998	998	998	998	998	998	998	998	998
Digital Faces					1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952
ePaper Units					1,640	3,300	4,900	6,100	6,100	6,100	6,100	6,100	6,100	6,100
Systems Integration	**Annual Cost**													
CurbCMS	100	per unit	-	-	-	-	-	-	-	-	-	-	-	-
Curb App	100,000	per annum	-	-	-	-	-	-	-	-	-	-	-	-
Broadsign CMS License	504	per digital unit	-	-	-	-	-	-	-	-	-	-	-	-
ePaper License	36	per ePaper	-	-	-	-	-	-	-	-	-	-	-	-
Locker License	624	per unit	-	-	-	-	-	-	-	-	-	-	-	-
Scooter License	800	per unit	-	-	-	-	-	-	-	-	-	-	-	-
Total Systems Integration Capex		TRUE	-	-	-	-	-	-	-	-	-	-	-	-

CHECKS: TRUE			Totals Year	31-Dec-2021 2021	31-Dec-2022 2022	31-Dec-2023 2023	31-Dec-2024 2024	31-Dec-2025 2025	31-Dec-2026 2026	31-Dec-2027 2027	31-Dec-2028 2028	31-Dec-2029 2029	31-Dec-2030 2030	31-Dec-2031 2031
OPEX														
CPI 3.0%				1.000	1.000	1.030	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305
OpEx														
Maintenance labor			43,914,523		1,518,240	2,796,574	3,673,600	4,688,586	4,829,243	4,974,120	5,123,344	5,277,044	5,435,356	5,598,416
Executive staff			8,569,961		747,562	769,989	793,089	816,881	841,388	866,629	892,628	919,407	946,989	975,399
Systems Integration			13,684,481		874,788	1,048,074	1,225,497	1,375,031	1,416,282	1,458,770	1,502,533	1,547,609	1,594,038	1,641,859
Energy			24,658,160		1,668,053	2,237,896	2,333,719	2,403,730	2,475,842	2,550,117	2,626,621	2,705,420	2,786,582	2,870,180
IT Support			6,793,871		221,800	399,434	581,161	729,723	751,615	774,163	797,388	821,310	845,949	871,328
Network Expenses			-		-	-	-	-	-	-	-	-	-	-
Marketing/ Promotions			1,834,221		160,000	164,800	169,744	174,836	180,081	185,484	191,048	196,780	202,683	208,764
Office expense			458,555		40,000	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191
Professional services			917,110		80,000	82,400	84,872	87,418	90,041	92,742	95,524	98,390	101,342	104,382
Bonding			-		-	-	-	-	-	-	-	-	-	-
Insurance			540,875		51,250	52,600	53,991	55,423	50,648	52,167	53,732	55,344	57,005	58,715
Incidentals / Contingencies			10,137,176		536,169	759,297	895,811	1,037,534	1,068,016	1,100,056	1,133,058	1,167,050	1,202,061	1,238,123
Total OpEx			**111,508,931**		**5,897,863**	**8,352,264**	**9,853,918**	**11,412,871**	**11,748,176**	**12,100,621**	**12,463,640**	**12,837,549**	**13,222,675**	**13,619,356**
MAINTENANCE														
Routine Maintech Labor	**Monthly**	**Annual**												
Refurbished Shelters	110	1,320		672,012	-	304,920	367,092	-	-	-	-	-	-	-
New Shelters - Digital	125	1,500		12,191,836	-	1,063,500	1,095,405	1,128,267	1,162,115	1,196,979	1,232,888	1,269,875	1,307,971	1,347,210	1,387,626
New Shelters - Static	115	1,380		30,298,186	-	84,180	1,266,467	2,475,695	3,454,744	3,558,386	3,665,138	3,775,092	3,888,345	4,004,995	4,125,145
Pillars	45	540		-	-	-	-	-	-	-	-	-	-	-	-
Additional Shelters														
Panels	10	120		68,783	-	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829
Kiosks	10	120		209,101	-	18,240	18,787	19,351	19,931	20,529	21,145	21,780	22,433	23,106	23,799
Lockers	15	180		90,794	-	7,920	8,158	8,402	8,654	8,914	9,181	9,457	9,741	10,033	10,334
Docks	30	360		383,811	-	33,480	34,484	35,519	36,584	37,682	38,812	39,977	41,176	42,411	43,684
Total Maintenance Labor		**TRUE**		**43,914,523**	**-**	**1,518,240**	**2,796,574**	**3,673,600**	**4,688,586**	**4,829,243**	**4,974,120**	**5,123,344**	**5,277,044**	**5,435,356**	**5,598,416**
EXECUTIVE STAFF														
Executive Staff														
Executive Director		249,322	*100% of FTE*	2,858,192		249,322	256,801	264,505	272,440	280,614	289,032	297,703	306,634	315,833	325,308
CTO		162,739	*50% of FTE*	1,865,623		162,739	167,621	172,650	177,830	183,164	188,659	194,319	200,149	206,153	212,338
General Manager		216,837	*100% of FTE*	2,485,796		216,837	223,342	230,043	236,944	244,052	251,374	258,915	266,682	274,683	282,923
Office Coordinator		118,664	*100% of FTE*	1,360,350		118,664	122,224	125,891	129,667	133,557	137,564	141,691	145,942	150,320	154,830
Total Executive Staff		**TRUE**		**8,569,961**		**747,562**	**769,989**	**793,089**	**816,881**	**841,388**	**866,629**	**892,628**	**919,407**	**946,989**	**975,399**
SYSTEMS INTEGRATION														
Shelters						770	1,600	2,400	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Other Inventory						339	339	339	339	339	339	339	339	339	339
Digital Units						998	998	998	998	998	998	998	998	998	998
Digital Faces						1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952
ePaper Units						1,640	3,300	4,900	6,100	6,100	6,100	6,100	6,100	6,100	6,100
Systems Integration		**Annual Cost**												
CurbCMS		100	*per unit*	3,396,935		110,900	199,717	290,581	364,862	375,807	387,082	398,694	410,655	422,975	435,664
Curb App		100,000	per annum	1,146,388		100,000	103,000	106,090	109,273	112,551	115,927	119,405	122,987	126,677	130,477
Broadsign CMS License		504	*per digital unit*	5,766,240		502,992	518,082	533,624	549,633	566,122	583,106	600,599	618,617	637,175	656,290
ePaper License		36	*per ePaper*	2,207,253		59,040	122,364	187,143	239,963	247,162	254,577	262,214	270,080	278,183	286,528
Locker License		624	*per unit*	314,752		27,456	28,280	29,128	30,002	30,902	31,829	32,784	33,767	34,780	35,824
Scooter License		800	*per unit*	852,913		74,400	76,632	78,931	81,299	83,738	86,250	88,837	91,503	94,248	97,075
Total Systems Integration		**TRUE**		**13,684,481**		**874,788**	**1,048,074**	**1,225,497**	**1,375,031**	**1,416,282**	**1,458,770**	**1,502,533**	**1,547,609**	**1,594,038**	**1,641,859**
OTHER														

CHECKS: TRUE				Totals Year	31-Dec-2021 2021	31-Dec-2022 2022	31-Dec-2023 2023	31-Dec-2024 2024	31-Dec-2025 2025	31-Dec-2026 2026	31-Dec-2027 2027	31-Dec-2028 2028	31-Dec-2029 2029	31-Dec-2030 2030	31-Dec-2031 2031
OPEX															
Energy	Annual kWh	Annual Cost													
Super Premium - Icon static	956	208		-		-	-	-	-	-	-	-	-	-	-
Super Premium - Base digital	8,986	1,959		1,684,286		146,921	151,329	155,869	160,545	165,361	170,322	175,431	180,694	186,115	191,699
Premium - Icon static	956	208		119,458		10,420	10,733	11,055	11,387	11,728	12,080	12,443	12,816	13,200	13,596
Premium - Base digital	8,986	1,959		1,122,857		97,947	100,886	103,912	107,030	110,241	113,548	116,954	120,463	124,077	127,799
High-Quality - Icon static	956	208		-		-	-	-	-	-	-	-	-	-	-
High-Quality- Base digital	8,986	1,959		13,114,972		1,144,026	1,178,346	1,213,697	1,250,108	1,287,611	1,326,239	1,366,026	1,407,007	1,449,217	1,492,694
Standard - Eco:grid static	1,292	282		2,736,788		3,098	243,979	279,984	288,383	297,035	305,946	315,124	324,578	334,315	344,345
Standard - Eco:solar static	-	-		-		-	-	-	-	-	-	-	-	-	-
Non-viable - Pillar	-	-		-		-	-	-	-	-	-	-	-	-	-
Panels (static ad wrap)	956	208		119,458		10,420	10,733	11,055	11,387	11,728	12,080	12,443	12,816	13,200	13,596
Kiosks (digital ad screen)	8,175	1,782		2,834,527		-	279,013	287,384	296,005	304,885	314,032	323,453	333,157	343,151	353,446
Lockers (digital ad screen)	5,820	1,269		639,976		55,825	57,500	59,225	61,002	62,832	64,717	66,658	68,658	70,718	72,840
Docks (digital ad screen)	9,835	2,144		2,285,838		199,395	205,377	211,538	217,884	224,421	231,153	238,088	245,230	252,587	260,165
Total Energy		TRUE		**24,658,160**		**1,668,053**	**2,237,896**	**2,333,719**	**2,403,730**	**2,475,842**	**2,550,117**	**2,626,621**	**2,705,420**	**2,786,582**	**2,870,180**
Megawatt Hours				113,111		7,652	10,266	10,705	11,026	11,357	11,698	12,049	12,410	12,782	13,166
Other Direct Expenses															
IT Support		200	*per unit*	6,793,871		221,800	399,434	581,161	729,723	751,615	774,163	797,388	821,310	845,949	871,328
Network - Public WiFi Basic		120	*per unit*	-		-	-	-	-	-	-	-	-	-	-
Network - Public WiFi Fast		360	*per unit*	-		-	-	-	-	-	-	-	-	-	-
Network - LoRaWAN Network		-	*per site (520)*	-		-	-	-	-	-	-	-	-	-	-
Marketing/ Promotions		160,000		1,834,221		160,000	164,800	169,744	174,836	180,081	185,484	191,048	196,780	202,683	208,764
Office expense		40,000		458,555		40,000	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191
Professional services		80,000		917,110		80,000	82,400	84,872	87,418	90,041	92,742	95,524	98,390	101,342	104,382
Bonding		-		-		-	-	-	-	-	-	-	-	-	-
Insurance - Annual		45,000		515,875		45,000	46,350	47,741	49,173	50,648	52,167	53,732	55,344	57,005	58,715
Insurance - Construction				25,000		6,250	6,250	6,250	6,250						
Total Other Direct Expenses		TRUE		**10,544,631**		**553,050**	**740,434**	**932,204**	**1,091,109**	**1,117,405**	**1,150,927**	**1,185,455**	**1,221,019**	**1,257,649**	**1,295,379**
		TRUE													

	Total	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Megawatt Hours	113,111		7,652	10,266	10,705	11,026	11,357	11,698	12,049	12,410	12,782	13,166
New Bus Shelters	3,000	-	770	1,600	2,400	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Other STAP Elements	339	-	339	339	339	339	339	339	339	339	339	339

			Total	31-Dec-2021	31-Dec-2022	31-Dec-2023	31-Dec-2024	31-Dec-2025	31-Dec-2026	31-Dec-2027	31-Dec-2028	31-Dec-2029	31-Dec-2030	31-Dec-2031
			Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
EXPENSES BY SUBCONTRACOR														
CAPITAL														
	Labor	Non-Labor	Total											
Tolar (shelters)		$67,534,617	$67,534,617		$16,194,753	$15,402,712	$19,952,367	$15,894,785	$0	$0	$0	$0	$0	$0
VConn (digital screens)		$40,604,321	$40,604,321		$26,031,926	$0	$0	$0	$0	$14,572,396	$0	$0	$0	$0
Smiota (lockers)		$442,138	$442,138		$442,138	$0	$0	$0	$0	$0	$0	$0	$0	$0
Swiftmile (scooter dock)		$977,616	$977,616		$977,616	$0	$0	$0	$0	$0	$0	$0	$0	$0
Tranzito (shelter components)		$21,230,300	$21,230,300		$6,299,980	$4,205,215	$4,174,815	$3,225,045	$0	$1,944,109	$1,381,136	$0	$0	$0
Total Equipment			**$136,791,058**		**$50,383,867**	**$21,714,319**	**$26,128,999**	**$20,666,233**	**$0**	**$16,516,505**	**$1,381,136**	**$0**	**$0**	**$0**
Tranzito (installations)	$4,586,748		$4,586,748		1,399,750	1,316,546	1,077,132	793,320	-	-	-	-	-	-
AP Construction (construction)	$70,666,357		$70,666,357		27,916,331	17,932,126	14,023,507	10,794,394	-	-	-	-	-	-
Total Construction			**$75,253,105**		**$29,316,081**	**$19,248,672**	**$15,100,638**	**$11,587,714**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SOM	$1,032,750		$1,032,750		1,032,750									
Black & Veatch	$775,000		$775,000		775,000									
BMW Designworks	$850,000		$850,000		450,000	400,000								
Fehr & Peers	$1,590,100		$1,590,100		1,000,000	590,100								
Studio 111	$690,000		$690,000		300,000	140,000	50,000	50,000	50,000	50,000	50,000			
Tranzito CMS	$775,000		$775,000		775,000									
Total Design & Consulting			**$5,712,850**		**$4,332,750**	**$1,130,100**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$0**	**$0**	**$0**
TBD		$24,658,160	$24,658,160		1,668,053	2,237,896	2,333,719	2,403,730	2,475,842	2,550,117	2,626,621	2,705,420	2,786,582	2,870,180
Total Energy			**$24,658,160**		**1,668,053**	**2,237,896**	**2,333,719**	**2,403,730**	**2,475,842**	**2,550,117**	**2,626,621**	**2,705,420**	**2,786,582**	**2,870,180**
Maint CapEx - TBD (assumed by Tranzito)		$19,049,494	$19,049,494		788,702	1,505,905	1,752,712	1,861,725	1,997,997	2,116,222	2,160,441	2,223,576	2,287,938	2,354,275
Total Maintenance CapEx			**$19,049,494**		**788,702**	**1,505,905**	**1,752,712**	**1,861,725**	**1,997,997**	**2,116,222**	**2,160,441**	**2,223,576**	**2,287,938**	**2,354,275**
OPERATIONS														
	Labor	Non-Labor	Total											
Tranzito (Maintenance)	43,914,523		$43,914,523		1,518,240	2,796,574	3,673,600	4,688,586	4,829,243	4,974,120	5,123,344	5,277,044	5,435,356	5,598,416
Tranzito (Executive Staff)	8,569,961		$8,569,961		747,562	769,989	793,089	816,881	841,388	866,629	892,628	919,407	946,989	975,399
Tranzito (Systems Integration)		12,516,816	$12,516,816		772,932	943,163	1,117,437	1,263,730	1,301,642	1,340,691	1,380,912	1,422,339	1,465,009	1,508,960
Smiota (Locker - Systems Integration)		314,752	$314,752		27,456	28,280	29,128	30,002	30,902	31,829	32,784	33,767	34,780	35,824
Swiftmile (Dock - Systems Integration)		852,913	$852,913		74,400	76,632	78,931	81,299	83,738	86,250	88,837	91,503	94,248	97,075
Tranzito (Other Direct Expenses)		10,544,631	$10,544,631		553,050	740,434	932,204	1,091,109	1,117,405	1,150,927	1,185,455	1,221,019	1,257,649	1,295,379
Incidentals - TBD (assumed by Tranzito)		10,137,176	$10,137,176		536,169	759,297	895,811	1,037,534	1,068,016	1,100,056	1,133,058	1,167,050	1,202,061	1,238,123
Total OpEx			**86,850,771**		**4,229,809**	**6,114,368**	**7,520,199**	**9,009,141**	**9,272,334**	**9,550,504**	**9,837,019**	**10,132,129**	**10,436,093**	**10,749,176**
Ad Commissions - Vector Media		$140,816,589	$140,816,589		5,497,919	11,524,303	13,273,744	13,151,631	14,612,138	15,817,922	16,038,766	16,497,834	16,961,882	17,440,450
Total Ad Commissions			**140,816,589**		**5,497,919**	**11,524,303**	**13,273,744**	**13,151,631**	**14,612,138**	**15,817,922**	**16,038,766**	**16,497,834**	**16,961,882**	**17,440,450**
EQUIPMENT														
Shelters														
Super Premium - Icon static			-		-	-	-	-	-	-	-	-	-	-
Super Premium - Base digital			3,892,331		3,892,331	-	-	-	-	-	-	-	-	-
Premium - Icon static			1,716,204		1,716,204	-	-	-	-	-	-	-	-	-
Premium - Base digital			2,594,887		2,594,887	-	-	-	-	-	-	-	-	-
High-Quality - Icon static			-		-	-	-	-	-	-	-	-	-	-
High-Quality- Base digital			30,308,280		30,308,280	-	-	-	-	-	-	-	-	-
Standard - Eco:grid static			24,580,599		279,398	21,714,319	2,586,882	-	-	-	-	-	-	-
Standard - Eco:solar static			44,208,350		-	-	23,542,117	20,666,233	-	-	-	-	-	-
Non-viable - Pillar			-		-	-	-	-	-	-	-	-	-	-
Additional Shelters			-		-	-	-	-	-	-	-	-	-	-
Total Shelters			**107,300,651**		**38,791,100**	**21,714,319**	**26,128,999**	**20,666,233**	-	-	-	-	-	-
Other Equipment														
Panels (static ad wrap)			893,367		893,367	-	-	-	-	-	-	-	-	-
Kiosks (digital ad screen)			5,764,516		5,764,516	-	-	-	-	-	-	-	-	-

	Total Year	31-Dec-2021 2021	31-Dec-2022 2022	31-Dec-2023 2023	31-Dec-2024 2024	31-Dec-2025 2025	31-Dec-2026 2026	31-Dec-2027 2027	31-Dec-2028 2028	31-Dec-2029 2029	31-Dec-2030 2030	31-Dec-2031 2031
EXPENSES BY SUBCONTRACOR												
Lockers (digital ad screen)	1,160,656		1,160,656	-	-	-	-	-	-	-	-	-
Docks (digital ad screen)	3,774,229		3,774,229	-	-	-	-	-	-	-	-	-
Total Other Equipment	**11,592,767**		**11,592,767**	-	-	-	-	-	-	-	-	-
Replacement Digital Products												
Replacement screens - Allure dual-sided (Base)	10,403,157							10,403,157	-	-	-	-
Replacement screens - Allure dual-sided (Kiosk)	2,230,296							2,230,296	-	-	-	-
Replacement screens - AZQ (Lockers)	574,354							574,354	-	-	-	-
Replcement screens - Allure dual-sided (Docks)	1,364,589							1,364,589	-	-	-	-
Total Replacement screens (after 50,000 hours)	14,572,396		-	-	-	-	-	14,572,396	-	-	-	-
Replacement media player (Base)	2,762,271							1,381,136	1,381,136	-	-	-
Replacement media player (Kiosk)	296,097							296,097	-	-	-	-
Replacement media player (Lockers)	85,712							85,712	-	-	-	-
Replcement media player (Docks)	181,164							181,164	-	-	-	-
Total Replacement media players (after 50,000 hours)	3,325,245		-	-	-	-	-	1,944,109	1,381,136	-	-	-
Total Replacement Digital Products	**17,897,640**		-	-	-	-	-	**16,516,505**	**1,381,136**	-	-	-

EXHIBIT D – BUSINESS INCLUSION PROGRAM

SCHEDULE A - LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (Form submitted by the Proposer with their Statement of Qualifications.)

SCHEDULE B - TASK WORK ORDER LIST OF SUBCONTRACTORS (At the time a specific task work order is assigned to the Contractor, the Contractor must submit this form.)

SCHEDULE C - MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE (During the term of the contract, the Contractor must include this form when submitting an invoice to the City.)

SCHEDULE D - FINAL SUBCONSULTING REPORT (This form must be submitted to the City within 15 working days after completion of the contract.)

CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)
FOR A REQUEST FOR PROPOSAL (RFP)

Performance of a BIP outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subcontractors must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline.

The Board of Public Works anticipated levels of

MBE Participation:	__%
WBE Participation:	__%
SBE Participation:	__%
EBE Participation:	__%
DVBE Participation:	__%

NOTE: BIP outreach information and/or assistance may be obtained through the City's Bureau of Contract Administration, Office of Contract Compliance by e-mail at bca.biphelp@lacity.org

DEPARTMENT OF PUBLIC WORKS' POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)

SUMMARY

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate an outreach on the BAVN to comply with the indicators will render the proposal non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this Program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at bca.biphelp@lacity.org.

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:

    a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and

    b. A business whose management and daily business operations are controlled by one or more minority persons or women.

2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets one of the following criteria:

    a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed $7 million.

    b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed $15 million.

3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed $5 million.

4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:

a. A business that is at least 51 percent owned by one or more disabled veterans; and

b. A business whose daily business operation must be managed and controlled by one or more disabled veterans.

5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.

6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).

7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.

8. Certification must be current **on the date the Board of Public Works awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.

a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Any certifying agency that is a part of the State of California Unified Certification Program (CUCP) as long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; 4) Southern California Minority Supplier Development Council (SCMSDC) for MBE certifications; 5) Women's Business Enterprise Council West (WBEC)-West) for WBE certifications; or 6) California Public Utilities Commission's Supplier Clearinghouse (CPUC).

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

1. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail address : bca.certifications@lacity.org
Internet address: https://bca.lacity.org/certifications-printable-forms

2. California Department of Transportation, Office of Business and Economic Opportunity
1823 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
Internet address: www.dot.ca.gov/programs/business-and-economic-opportunity

3. Southern California Minority Supplier Development Council (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960
Fax: (213) 689-1707
Internet address: www.scmsdc.org

4. Women's Business Enterprise Council – West (WBEC-West)
400 Corporate Pointe, Suite 300
Culver City, CA 90230
Telephone: (310) 461-4361
E-mail: office@wbec-west.org
Internet address: www.wbec-west.com

5. California Public Utilities Commission's Supplier Clearinghouse (CPUC)
10100 Pioneer Boulevard, Suite 103,
Santa Fe Springs, CA 90670
Telephone: (562) 325-8685
Fax: (562) 278-0153
Internet address: http://www.thesupplierclearinghouse.com/

b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration as a Small, Local Business Enterprise; or 2) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services as long as the certification meets all of the City of Los Angeles' SBE and/or EBE certification criteria.

Note: The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Small, Local Business Enterprise, they can request an SBE and EBE designation on their BAVN company profile. The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

Applications for certification and directories of SBE/EBE certified firms are available at the following locations:

1. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail: bca.certifications@lacity.org
Internet address: https://bca.lacity.org/certification

2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: https://caleprocure.ca.gov/pages/sbdvbe-index.aspx

c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by either: 1) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services; or 2) Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, Center for Verification and Evaluations as Service-Disabled Veteran-Owned Small Business (SDVOSB) and be headquartered in California.

Applications for certification/verification and directories of DVBE and SDVOSB certified/verified firms are available at the following locations:

1. Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)
707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
E-mail: OSDSHelp@dgs.ca.gov
Internet address: https://caleprocure.ca.gov/pages/sbdvbe-index.aspx

2. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)
Internet address: https://www.va.gov/osdbu/

9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subcontractors. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subcontracting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.

10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Proposer and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Proposer has obligated itself.

11. Subconsultant: An individual, firm, or corporation having a direct contract with the Proposer for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.

12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and under its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the proposer.

14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or

commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.

15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE, and OBE.

a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 8, **on the date the Board of Public Works awards a contract for the project** before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime Proposer will not be a consideration when determining a prime Proposer's BIP Outreach. The prime Proposer will be required to make a BIP Outreach to obtain certified MBEs, WBEs, SBEs, EBEs, and DVBE's through subcontracting or materials and supplies acquisition to reach anticipated participation levels.

c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the levels of MBE, WBE, SBE, EBE, DVBE and/or OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.

d. MBE, WBE, SBE, EBE, DVBE and/or OBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.

e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.

f. A listed MBE, WBE, SBE, EBE, DVBE and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.

g. MBE and/or/WBE credit shall not be given to a Joint Venture partner listed as a subcontractor by a Joint Venture respondent.

h. A SBE, EBE, DVBE prime Proposer shall receive pledged participation credit for the work performed by its own workforce.

i. A listed firm whose participation is credited initially as an OBE, but becomes certified or obtains additional certifications subsequent to the date of the contract award, will receive the appropriate participation credit for any work performed after becoming certified. Additionally, if the subcontractor has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.

C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection**. *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent's BIP Outreach will be determined by the Board of Public Works (Board) after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties encountered (i.e.: inability to log in, system log out, receiving an error message when you believe you have met the requirements, etc.) while utilizing the BAVN should be reported immediately using the following steps:

1. E-mail BAVN Support at ITA.BAVN@lacity.org.
2. E-mail the Bureau of Contract Administration, Business Inclusion Section at boa.bipbalp@lacity.org.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call 213-847-2605 and ask for a Business Inclusion Section Analyst to assist you or leave a voicemail message to document your difficulty.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore, submission by a third party will result in the respondent being deemed non-responsive. BIP Outreach may be completed by any Joint Venture member on behalf of the Joint Venture or under the name of the Joint Venture.

1	**LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION**

The proposer has performed a BIP Outreach in an attempt to obtain potential subcontractor participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth on Page 1 herein and to have the proposer meet the subcontracting expectations for the project.

Required Documentation: No documentation is required from the proposer.

2	ATTENDED PRE-SUBMITTAL MEETING

The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

Required Documentation: An employee of the respondent's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by City records. The waiver must also include the NAICS codes for the subcontractor the Prime met with at the matchmaking event, and those NAICS codes **MUST** be included in the opportunity the Prime is bidding on.

Note: If the RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONTRACATORS

The proposer has identified the minimum number, as determined by the Department, of specific areas of work that will be performed by subcontractors. This will ensure an opportunity for subcontractor participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

***Required Documentation*:** Outreach via e-mail in the selected work areas. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subcontractors who are currently registered on the BAVN. Failure of the proposer to outreach in all of the work areas selected by the City as potential subcontracting work areas may result in the RFP response being deemed non-responsive.

Note: City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

4	WRITTEN NOTICES TO SUBCONTRACTORS

All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFP responses are required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each area of work to be performed.

***Required Documentation*:** E-mail notification in each of the selected work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential subcontractors currently registered on the BAVN. If the proposer is aware of a potential subcontractor that is not currently registered on the BAVN, it is the proposer's responsibility to encourage the potential subcontractor to become registered so that the proposer can include them as part of their BIP outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact

person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBE, WBE, SBE, EBE, DVBE and OBE firms for each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subcontractors in each specific work area at the time the RFP was uploaded to the BAVN.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subcontractors that need to be notified for each work area.

# of Subcontractors in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

Note: Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. By "double clicking" on a red box containing "0*" the proposer will be taken to a list of firm(s) that will allow them to meet this requirement, as long as the notification deadline has not passed. If a proposer is not finding firms of a certain type of certification status when performing their notification search under the six (6) digit NAICS code, the proposer will need to expand their search to the five (5) digit code (i.e.: If none are listed under 236210 – Industrial Building Construction, then search under 23621 – Industrial Building Construction.) Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subcontractor responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress. In case of technical error, please follow the process for reporting these errors as outlined in Section C.

5	**PLANS, SPECIFICATIONS AND REQUIREMENTS**

The proposer provided interested subcontractors with information about the availability of plans, specifications, and requirements for the selected subcontracting work.

***Required Documentation*:** Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested subcontractors. The notification must be performed using the BAVN's BIP Outreach system.

Note: For purposes of RFPs, making a copy of the RFP available to potential subcontractors will meet this requirement. At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's

BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

6	**NEGOTIATED IN GOOD FAITH**

The proposer has responded to every unsolicited offer sent by a Registered Subcontractors using BAVN and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Board. The proposer must submit a list of all subcontractors for each area of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that led to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

***Required Documentation*:**

a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Information Form;
b) An online Summary Sheet organized by work area, listing the following:
   1) The responses and/or bids received;
   2) The name of the subcontractor who submitted the bid/quote;
   3) The dollar amount of the bid/quote;
   4) A brief reason given for selection/non-selection as a subcontractor;
   5) The subcontractor selected for that work area.

c) Copies of all MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted through the BAVN to the "BIP Supporting Documents" section of the Summary tab prior to the proposer being awarded the contract by the City;

The proposer will be given a choice of responses to indicate 1) No Response received; 2) Response received; but no subcontractors bid submitted; or 3) Submit Bid and include bid amount.

The proposer will be able to choose a preselected reason for selection/non-selection, but may also need to include further explanation in the Notes Section of the online Summary Sheet. If the proposer elects to perform a work area with its own forces and they received a sub-bid/response, they must include a bid/response that shows their own costs for the work. Also, if the proposer is not a Local Business Enterprise (LBE), but wants to participate in the Local Business Preference Program (LBPP) by utilizing Local Business Enterprise subcontractors as prescribed in the LBPP requirements of the RFP documents, a subcontractor's LBE status can be considered a reason for selection over a non-LBE subcontractor. **All bids/responses received, regardless of whether or not the proposer outreached to the** subcontractor**, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid/response from each subcontractor listed on the online Summary Sheet. **All potential** subcontractor**s with whom the proposer has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. If a bid/response is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their Summary Sheet. A proposer's failure to utilize the BAVN's Summary Sheet function will result in their RFP response being deemed non-responsive.

Note: City staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation

process. Proposers must have a bid/quote from each subcontractor listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. City staff will access the BAVN and verify compliance with the Summary Sheet provision of this Indicator after the RFP submission deadline. Proposers are required to have each of the subcontractors on their Schedule A registered on the BAVN prior to being awarded the contract. In case of technical error, proposers must follow the process for reporting these errors as outlined in Section C.

7	**BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE**

Each notification by the proposer shall also include an offer of assistance to interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

***Required Documentation*:** Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach notification system.

Note: At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit subcontractor responses or is deemed contrary to the intent of this Indicator. City staff will access the BAVN and verify compliance with this Indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award of the contract, as specified for each Indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

D. AWARD OF CONTRACT

The Board reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose RFP response complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subcontractors' participation was made is a condition for eligibility for award of the contract. Proposers are required to have each one of their subcontractors register on the BAVN prior to the award of the contract.

In the event that the Board considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Board shall afford the proposer an opportunity to present further evidence to the Board prior to a public hearing of the proposer's BIP Outreach evaluation.

E. SUBCONTRACTOR SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this program:

1. Substitution During Contract Duration: The contract award requires that the level of all subcontractor participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.

    a. The Proposer shall request approval of the Board for all substitutions of bid-listed (Schedule A) subcontractors.

    b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subcontractor and the name of the replacement.

2. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Substitution: The Board requires that whenever the Proposer seeks to substitute a bid-listed (Schedule A) subcontractor, the Proposer must perform a BIP Supplemental Outreach to replace the subcontractor.

    a. The Proposer shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subcontracting work is available and document the following for submittal:

        1. Name of company contacted; contact person and telephone number; date and time of contact.

        2. Response for each area of work which was solicited, including dollar amounts.

        3. Reason for selection or rejection of sub-bid prospect.

        4. In the event that the Proposer is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Proposer should contact the Office of Contract Compliance by e-mail at bca.biphelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

    b. The Proposer shall submit all documentation to the Awarding Authority's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Proposer shall request approval for reducing the subcontract by documenting the following for submittal:

    a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.

    b. The reason for the reduction. Specific details should be given in order for the Proposer's request to be processed promptly.

c. The Proposer shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/ subcontractor will result in sanctions set forth in provisions pertaining to listing of subcontractors.

G. SUBMITTAL DOCUMENTS

1. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A):
Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Information Form, provided herein as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.

2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B):
During the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

3. Final Subcontracting Report (Schedule C):
Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the Proposer or its authorized representative. The completed form shall be furnished to the Board within 15 working days after completion of the contract.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Board to reject all proposals in accordance with Charter Section 371.

RFP SCHEDULE A Part 1 of 3

MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONTRACTOR INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY. SIGN and DATE ALL SHEETS)

Project Title: Sidewalk and Transit Amenities Program		**Work Order Number:** BAVN ID 41186	
Proposer: BikeHub (dba Tranzito)	**Address:** 1522 Park St, Alameda CA 94501		
Contact Person: Gene Oh		**Phone/Email:** 510-205-3006, gene@tranzito.org	

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

Name, Address, and Phone/Email of Subcontractor	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification No.	Dollar Value of Subcontract
BikeHub (dba Tranzito) PRIME 1522 Park St, Alameda CA 94501 510-205-3006, gene@tranzito.org	Program Admin, Program Management, Systems Integration, Maintenance & Operations, Purchasing	MBE/SBE	CUCP 40458 Metro 107401	$112,043,931
AP Construction, Inc. 18314 S. Broadway, Gardena CA 90248 310-793-2310, rclantz@ap-construction.com	Construction			$72,848,082
Black & Veatch 550 S. Hope St. Los Angeles CA 90071 213-312-3300, Stoppenhagensa@bv.com	Program Management, Construction Management			$850,000
DesignworksUSA, Inc (dba BMW Designworks) 2201 Corporate Center Dr, Newbury Park, CA 91320 805-559-5896, jack.shryne@bmwgroupdesignworks.com	Interactive Design, Industrial Design			$1,590,100
Fehr & Peers 600 Wilshire Blvd #1050, Los Angeles, CA 90017 631-661-3151, c.richers@fehrandpeers.com	Mobility Design			$690,000
HLB Lighting Design 8580 Washington Blvd. Culver City CA 90232 310-251-3232, tbrogden@hlblighting.com	Lighting Design	DBE/WBE	County of LA Dept of Consumer Bus Affairs # 089919	$75,500

Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation

	Total Dollars	Total Percentage Pledged		Total Dollars	Total Percentage Pledged
MBE Participation	$ $112,043,931	18.09 %	WBE Participation	$ $75,500	012 %
SBE Participation	$ $112,043,931	18.09 %	EBE Participation	$	%
DVBE Participation	$	%	OBE Participation	$	%

Signature of Person Completing this Form	Printed Name	Title	Date
	Gene Oh	Presdient	2/16/2021

MUST BE SUBMITTED WITH PROPOSAL

RFP SCHEDULE A Part 2 of 3
MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONTRACTOR INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS)

Project Title: Sidewalk and Transit Amenities Program	**Work Order Number:** BAVN ID 41186
Proposer: BikeHub (dba Tranzito)	**Address:** 1522 Park St, Alameda CA 94501
Contact Person: Gene Oh	**Phone/Email:** 510-205-3006, gene@tranzito.org

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

Name, Address, and Phone/Email of Subcontractor	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification No.	Dollar Value of Subcontract
RDC-S111, Inc. (dba Studio One Eleven 245 E 3rd St, Long Beach, CA 90802-3141 562-810-4389, marcus.luciani@studio-111.com	Architectural, Urban Design			$1,908,560
Skidmore, Owings & Merrill LLP 333 South Grand Avenue, Ste 3600 917-495-6789, tannar.whitney@som.com	Architectural			$909,350
Smiota [illegible] 480-636-9900, dsmith@smiota.com	Hardware & Software - Lockers			$737,710
Swiftmile [illegible] 650-346-0541, colin@swiftmile.com	Hardware & Software - Docks			[illegible]
Tolar Manufacturing Company Inc 258 Mariah Circle, Corona CA 92879 909-215-9848, pmerrick@tolarmfg.com	Hardware - Street furniture			$81,864,259
VConn 19 Spielman Road, Fairfield NJ 07004 508-641-5721, scottpiesh@vconndigital.com	Hardware - Screens / Kiosks			$51,261,489

Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation

	Total Dollars	Total Percentage Pledged		Total Dollars	Total Percentage Pledged
MBE Participation	$ $112,043,931	18.09 %	WBE Participation	$ $75,500	.012 %
SBE Participation	$ $112,043,931	18.09 %	EBE Participation	$	%
DVBE Participation	$	%	OBE Participation	$	%

Signature of Person Completing this Form	Printed Name	Title	Date
[signature]	Gene Oh	President	2/16/2021

MUST BE SUBMITTED WITH PROPOSAL

RFP SCHEDULE A Part 3 of 3
MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONTRACTOR INFORMATION FORM

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY. SIGN and DATE ALL SHEETS)

Project Title: Sidewalk and Transit Amenities Program	**Work Order Number:** BAVN ID 41186
Proposer: BikeHub (dba Tranzito)	**Address:** 1522 Park St, Alameda CA 94501
Contact Person: Gene Oh	**Phone/Email:** 510-205-3006, gene@tranzito.org

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

Name, Address, and Phone/Email of Subcontractor	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification No.	Dollar Value of Subcontract
Vector Media 560 Lexington Ave 14th, New York City, NY 10022 917-992-9692, gary@vectormedia.com	Advertising Sales			$232,868,500

Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation

	Total Dollars	Total Percentage Pledged		Total Dollars	Total Percentage Pledged
MBE Participation	$ $112,043,931	18.09 %	WBE Participation	$ $75,500	.012 %
SBE Participation	$ $112,043,931	18.09 %	EBE Participation	$	%
DVBE Participation	$	%	OBE Participation	$	%

Signature of Person Completing this Form	Printed Name	Title	Date
	Gene Oh	Presdient	2/16/2021

MUST BE SUBMITTED WITH PROPOSAL

RFP SCHEDULE B
MBE/ WBE/ SBE/ EBE/ DVBE/ OBE UTILIZATION PROFILE

Project Title:	Work Order Number:
Proposer:	Address:
Contact Person:	Phone/Email:

Contract Amount (Including Amendments)	This Invoice Amount

MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Subcontractors (List All Subcontractors)						
Name of Subcontractor	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification Number	Original Subcontract Amount	This Invoice Amount	Invoiced to Date (Include this Invoice)	Scheduled Participation to Date

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation to Date					
	Total Dollars	Total Percentage		Total Dollars	Total Percentage
MBE Participation	$	%	WBE Participation	$	%
SBE Participation	$	%	EBE Participation	$	%
DVBE Participation	$	%	OBE Participation	$	%

Total Amount Invoiced to Date	$

Signature of Person Completing this Form	Printed Name	Title	Date

MUST BE SUBMITTED WITH EACH INVOICE

RFP SCHEDULE C
FINAL SUBCONTRACTING REPORT

Project Title:	**Work Order Number:**
Proposer:	**Address:**
Contact Person:	**Phone/Email:**
Total Contract Amount (Including Amendments) Awarded	**$**

MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Subcontractors (List All Subcontractors)

Name, Address, Phone of all Subcontractors Listed on Schedule C	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency and Certification Number	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

*If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation		%	%	WBE Participation		%	%
SBE Participation		%	%	EBE Participation		%	%
DVBE Participation		%	%	OBE Participation		%	%

Total Final Amount Invoiced	**$**

Signature of Person Completing this Form	Printed Name	Title	Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

EXHIBIT E

Form Gen. 133 (Rev. 10/17)

City OF LOS ANGELES
INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at . The City approved Bond Assistance Program is available for those Contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for Contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

Contractor AGREES THAT:

1. Additional Insured/Loss Payee. The City must be included as an Additional Insured in applicable liability policies to cover the City's liability arising out of the acts or omissions of the named insured. The City is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the City has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the City. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the City if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. Contractor shall provide coverage that is primary with respect to any insurance or self-insurance of the City. The City's program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The City reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to Contractor, the City agrees to negotiate additional compensation proportional to the increased benefit to the City.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any

operations by Contractor.

Contractor's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the City may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

6. Workers' Compensation. By signing this Contract, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted doing business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the City. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, Contractor must give the City written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the City's protection are allowed without the City's prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, Article 7, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: Tranzito - Advertising Concession Contract Date: 10/26/2021

Agreement/Reference: Sidewalk and Transit Amenities Program (STAP)

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✔ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✔ **General Liability** At least $3,000,000 aggregate GL coverage. City of Los Angeles must be named as an additional insured party. **$1,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct

☐ Fire Legal Liability

☐

✔ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$1,000,000**

____ **Professional Liability** (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood ☐ Builder's Risk

☐ Earthquake ☐

____ **Pollution Liability**

☐

____ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

____ **Crime Insurance**

Other: Submitted to Lance Oishi 213-847-0903 @ Street Services on October 26, 2021.
**A Performance Bond in an amount to be determined by the City sufficient to ensure the installation of the furniture and the faithful performance of all of the terms and conditions of the Contract.

EXHIBIT F – CITY'S ADVERTISING POLICY

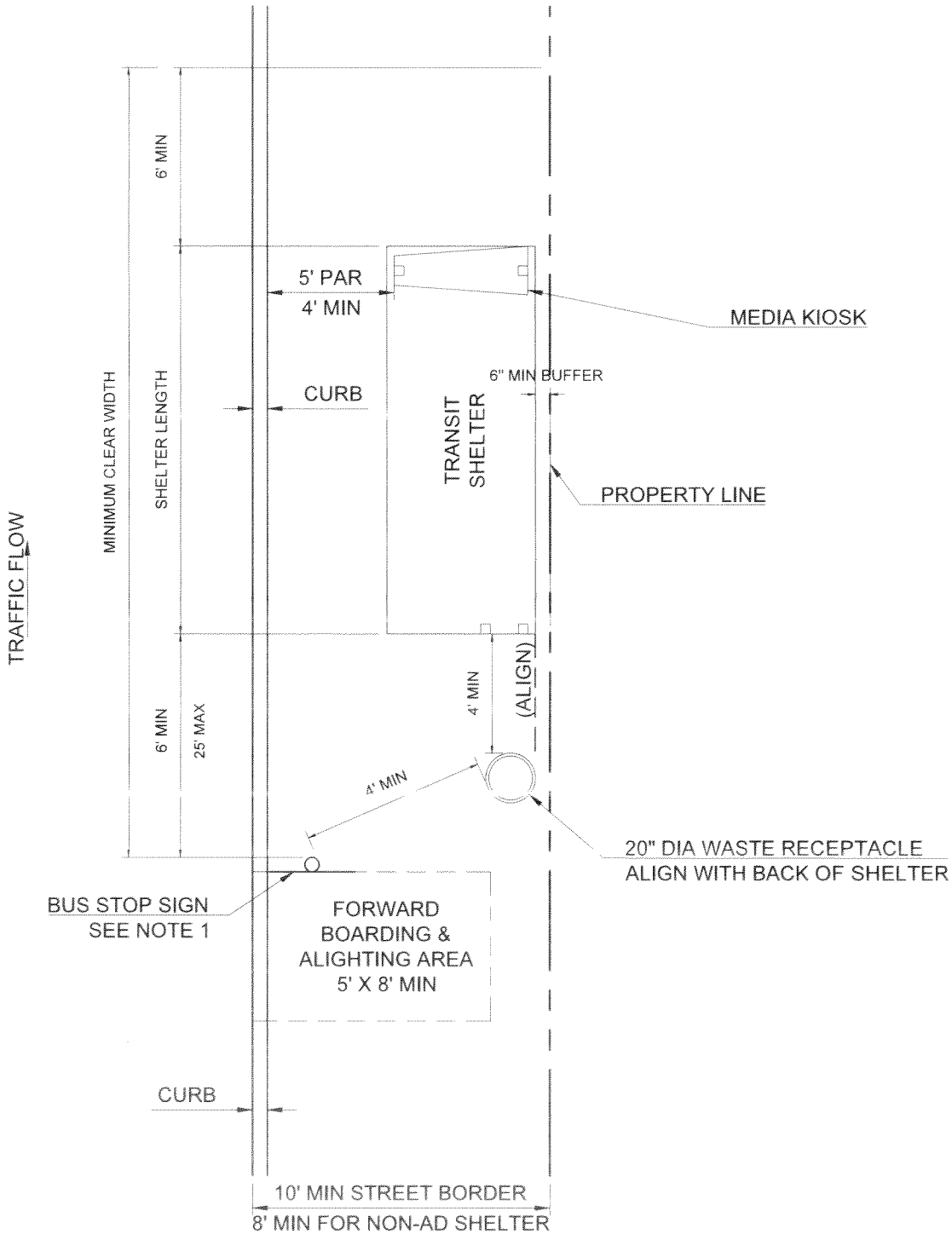
The purpose of this Advertising Policy is to control the content of advertising placed on Public Rights-of-Way, structures, facilities and rolling stock to ensure that subject matter is aligned with the standards of the community. Advertising will be accepted for commercial purposes only, that is advertising that promotes the sale of goods and services or events promoting goods and services. The City of Los Angeles' acceptance of advertising in its Public Rights-of-Way does not create a public forum, but rather is intended to make use of its assets held in a proprietary capacity to generate advertising revenue, therefore, only advertisements that propose a commercial transaction will be allowed.

The City will not allow the placement of advertising promoting non-commercial purposes except for government or other sanctioned programs and services. Advertising intended to advocate or oppose social policies, religious discourses, political candidates and issues will be not allowed.

It is the policy of the City of Los Angeles ("City") to not allow the display of advertising that is not in keeping with the standards of the community. The following types of advertising content are not in keeping with those standards and are therefore not permissible:

1. Advertisements that contain information that is false, fraudulent, misleading, or deceptive, constitutes defamation or an invasion of privacy.
2. Advertisements or the information contained therein which promotes unlawful or illegal goods, services, or activities.
3. Advertisements that contain Obscene Matter as defined by LA County Code of Ordinance Chapter 13.17, and/or Harmful Matter as defined by the California Penal Code, Section 313, as such definitions may be amended, modified, or supplemented from time to time.
4. Advertisements that portray graphic violence.
5. Advertisements or the information contained therein that promote the use of tobacco, tobacco-related including vaping, alcohol or alcohol-related products.
6. Advertising that contains materials that are an infringement of copyright, trademark, or service marks.
7. Advertisements that are not in alignment with City policies, the best business interest of the City, or its services.
8. Advertisements that imply an endorsement by the City of a product or service.
9. Advertisements that contain materials that demean or disparage a group of individuals or an individual by ridiculing, mocking, or is abusive or hostile or debases the dignity or stature of a groups of individuals or an individual.

EXHIBIT G – TRANSIT SHELTER PLACEMENT GUIDELINES



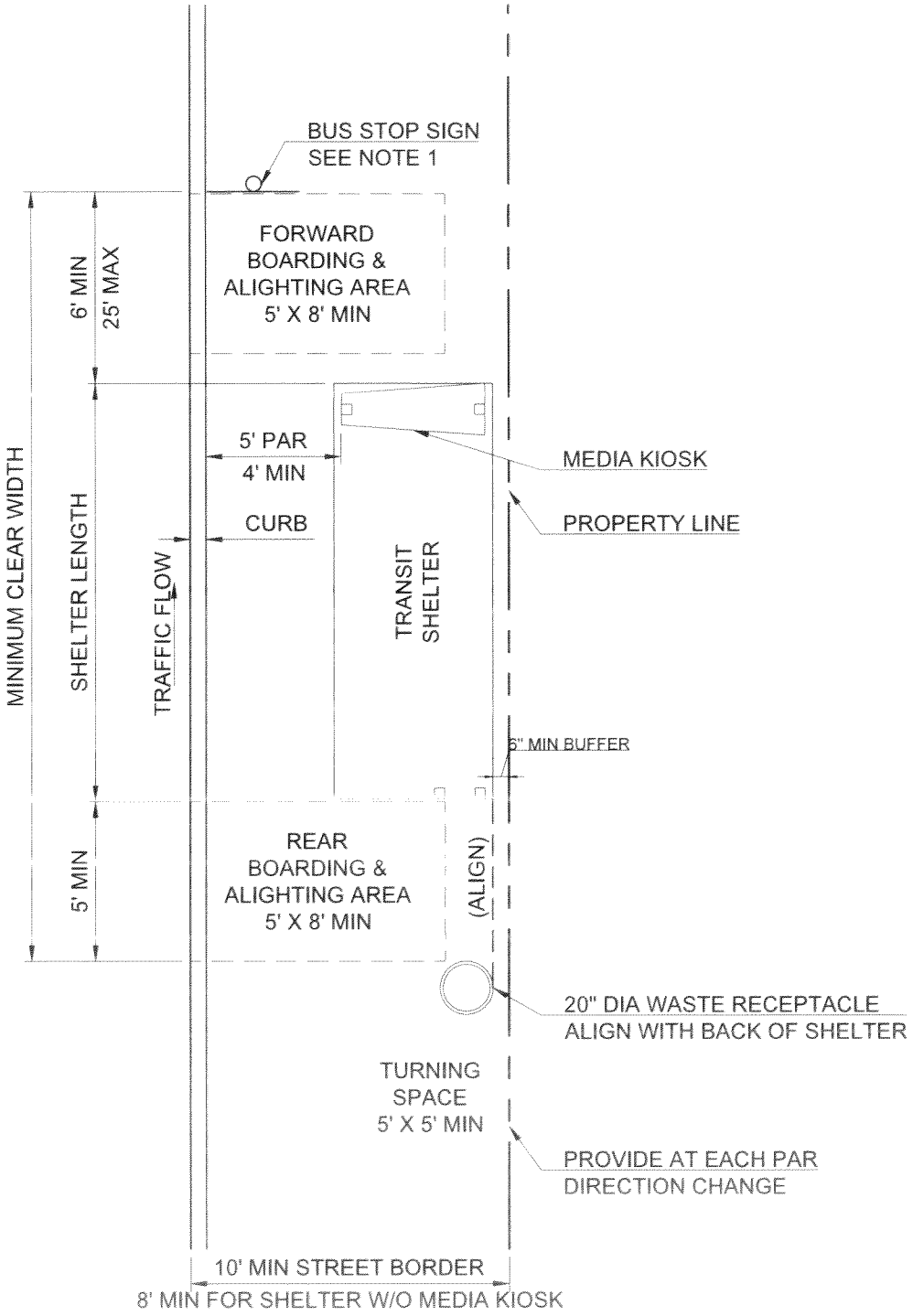
REAR-MOUNTED SHELTER FARSIDE OF BUS STOP SIGN

N.T.S.

BUREAU OF STREET SERVICES | DEPARTMENT OF PUBLIC WORKS | CITY OF LOS ANGELES

TRANSIT SHELTER BUS STOP LAYOUT

SHEET 1 OF 6 SHEETS



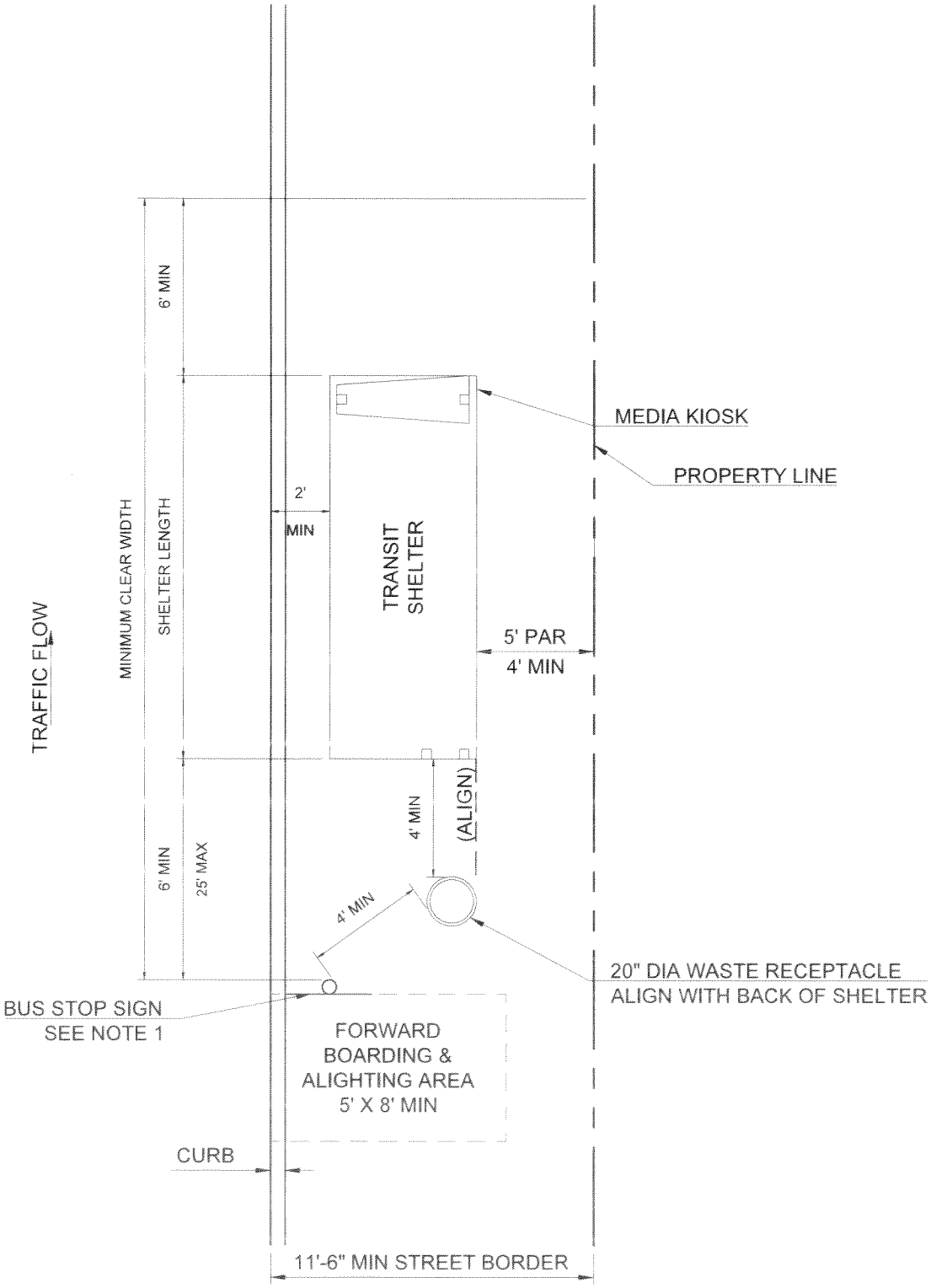
REAR-MOUNTED SHELTER NEARSIDE OF BUS STOP SIGN

N.T.S.

BUREAU OF STREET SERVICES | DEPARTMENT OF PUBLIC WORKS | CITY OF LOS ANGELES

TRANSIT SHELTER BUS STOP LAYOUT

SHEET 2 OF 6 SHEETS



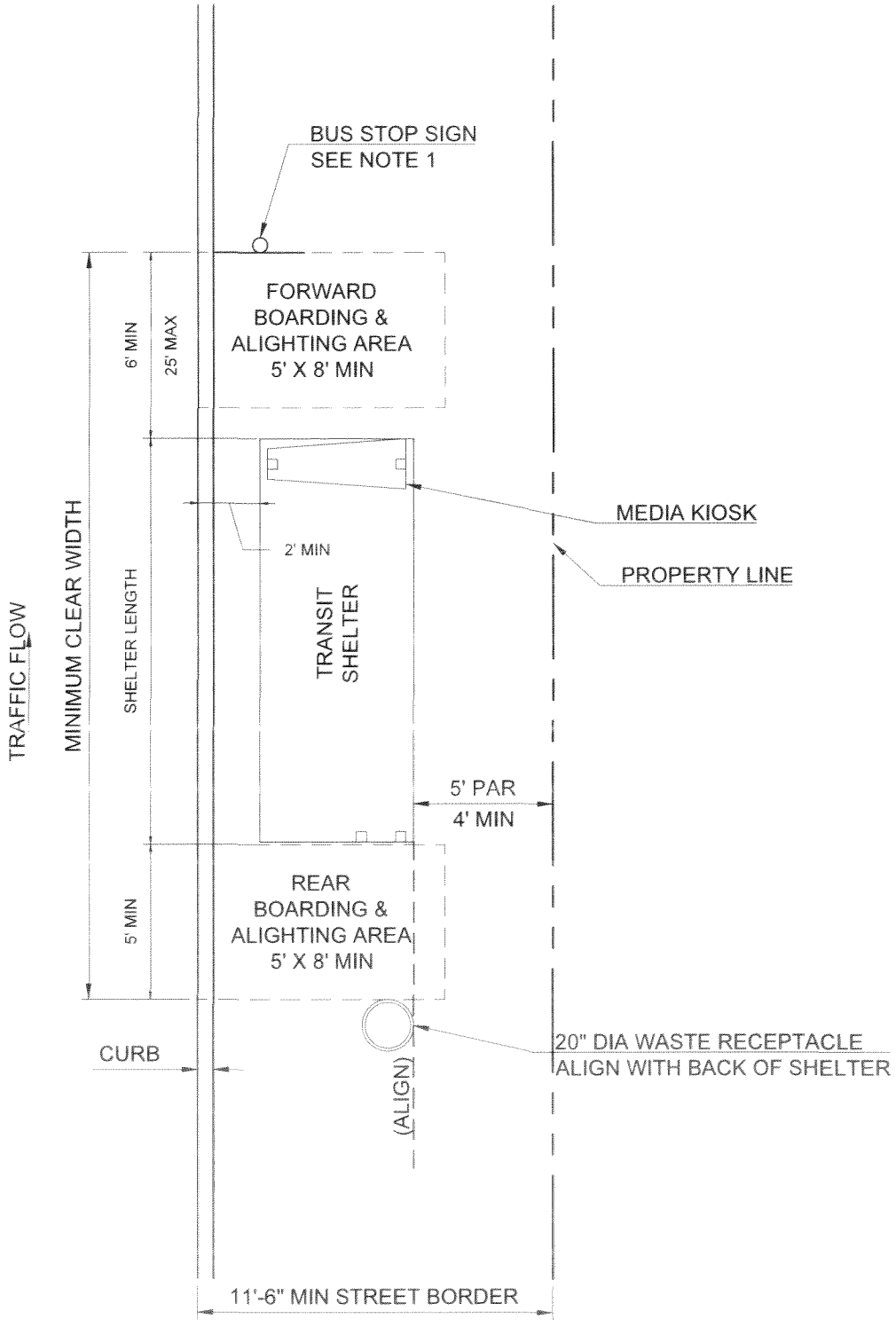
FRONT-MOUNTED SHELTER FARSIDE OF BUS STOP SIGN

N.T.S.

BUREAU OF STREET SERVICES | DEPARTMENT OF PUBLIC WORKS | CITY OF LOS ANGELES

TRANSIT SHELTER BUS STOP LAYOUT

SHEET 3 OF 6 SHEETS



FRONT-MOUNTED SHELTER NEARSIDE OF BUS STOP SIGN

N.T.S.

BUREAU OF STREET SERVICES | DEPARTMENT OF PUBLIC WORKS | CITY OF LOS ANGELES

TRANSIT SHELTER BUS STOP LAYOUT

SHEET 4 OF 6 SHEETS

DETAIL LEGEND

NOTES:

1. BUS STOP SIGN: BUS STOP SIGN LOCATION SHALL BE APPROVED BY LADOT IN COORDINATION WITH TRANSIT OPERATORS. BUS STOP SIGN POST(S) MUST BE 24 INCHES MINIMUM FROM CURB FACE AND 5 FEET MINIMUM, MEASURED LONGITUDINALLY (PARALLEL TO STREET), CLEAR FROM ANY SIDEWALK IMPROVEMENTS.

2. BOARDING AND ALIGHTING AREA (B&A AREA):

   DIMENSIONS: CLEAR LENGTH OF 8 FEET MINIMUM INCLUSIVE OF CURB, MEASURED LATERALLY (PERPENDICULAR TO STREET), AND A CLEAR WIDTH OF 5 FEET, MEASURED LONGITUDINALLY.

   GRADE: LONGITUDINAL SHALL BE SAME AS THE STREET. LATERAL GRADE, EXCLUSIVE OF CURB WIDTH, SHALL NOT BE STEEPER THAN 2 PERCENT.

   WHERE MULTIPLE BUSES STOP WITHIN THE SAME BUS ZONE, PROVIDE B&A AREAS FOR EACH BUS. PROVIDE 15 FEET CLEAR WIDTH BETWEEN BUSES.

3. PEDESTRIAN ACCESSIBLE ROUTE (PAR): CONTINUOUS CLEAR WIDTH OF PAR SHOULD BE 5 FEET (4 FEET MINIMUM), EXCLUSIVE OF THE WIDTH OF THE CURB. B&A AREAS SHALL BE CONNECTED TO STREETS, SIDEWALKS, PEDESTRIAN CIRCULATION PATHS AND TRANSIT SHELTERS BY PAR. SEE S-440 FOR SIDEWALK REQUIREMENTS.

4. TRANSIT SHELTER:

   4A. TRANSIT SHELTER SHALL 6 FEET MINIMUM AND 25 FEET MAXIMUM, MEASURED LONGITUDINALLY, FROM BUS STOP SIGN.

   4B. TRANSIT SHELTER PLACEMENT FARSIDE (DOWNSTREAM) OF BUS STOP SIGN IS PREFERRED. TRANSIT SHELTER MAY BE PLACED NEARSIDE (UPSTREAM) OR FARSIDE OF BUS STOP SIGN.

   4C. TRANSIT SHELTER INSTALLATION REQUIRES A MINIMUM CLEAR WIDTH, MEASURED LONGITUDINALLY, EQUAL TO THE LENGTH OF THE TRANSIT SHELTER TO BE INSTALLED PLUS 6 FEET FARSIDE OF TRANSIT SHELTER AND 5 FEET NEARSIDE OF TRANSIT SHELTER, AND CLEAR LATERAL DIMENSION EQUAL TO THE STREET BORDER.

   4D. REFER TO INDEXED PLAN FOR FOOTING AND INSTALLATION REQUIREMENTS.

   4E. 5 FEET MINIMUM CLEAR WIDTH, MEASURED LONGITUDINALLY, MUST BE PROVIDED BETWEEN A TRANSIT SHELTER (INCLUDING ITS MATCHING WASTE RECEPTACLE, WHEN PROVIDED) AND ANY OTHER STREET IMPROVEMENT..

   4F. MINIMUM STREET BORDER WIDTH REQUIRED FOR REAR-MOUNTED INSTALLATION OF TRANSIT SHELTERS WITHOUT MEDIA KIOSK IS 8 FEET.

   4G. MINIMUM STREET BORDER WIDTH REQUIRED FOR FRONT-MOUNTED INSTALLATION OF TRANSIT SHELTERS IS 11 FEET 6 INCHES.

   4I. MINIMUM CLEAR WIDTHS: THE FOLLOWING MINIMUM CLEAR WIDTHS, MEASURED LONGITUDINALLY, MUST BE PROVIDED BETWEEN TRANSIT SHELTERS AND THE FOLLOWING OBJECTS:

OBJECT	CLEAR WIDTH (FEET)
ALLEY INTERSECTIONS	20
DRIVEWAYS	10
ACCESS RAMPS	10
BUILDING/PROPERTY INGRESS/EGRESS	3
VENTILATION GRATES	5
VERTICAL OR ABOVE GRADE ELEMENTS, INCLUDING BUT NOT LIMITED TO STREET SIGNS, UTILITY POLES, STREET LIGHTS, PEDESTRIAN LIGHTS, FIRE HYDRANTS, TREE WELLS, ETC	5
SUBGRADE EQUIPMENT, INCLUDING BUT NOT LIMITED TO METER BOXES, UTILITY BOXES, UTILITY VAULTS, CATCH BASINS, MAINTENANCE HOLES, BASEMENTS, EMERGENCY EXITS, ETC.	5
STREET INTERSECTIONS (EXCEPT AT CONTROLLED INTERSECTIONS)	45
TREES (MEASURED FROM CENTER OF TREE)	10

BUREAU OF STREET SERVICES | DEPARTMENT OF PUBLIC WORKS | CITY OF LOS ANGELES

TRANSIT SHELTER BUS STOP LAYOUT

SHEET 5 OF 6 SHEETS

DETAIL LEGEND

NOTES (CONTINUED):

5. TRANSIT BENCHES: WHERE TRANSIT BENCH IS PROVIDED ADJACENT TO A TRANSIT SHELTER, THE REAR OF TRANSIT BENCH MUST BE ALIGN LATERALLY WITH REAR OF TRANSIT SHELTER. PROVIDE 6 FEET MINIMUM CLEAR WIDTH, MEASURED LONGITUDINALLY, BETWEEN TRANSIT BENCH AND ANY COMPONENT OF TRANSIT SHELTER, INCLUDING ITS ASSOCIATED WASTE RECEPTACLE.

6. WASTE RECEPTACLES: WASTE RECEPTACLE IS TO BE INSTALLED ONLY WHEN PROVIDED BY CITY'S TRANSIT FURNITURE CONTRACTOR AND MUST ALIGN WITH REAR OF TRANSIT SHELTER.

7. TREES AND TREE WELLS: TREE WELLS WITHIN BUS ZONES SHALL BE 24 INCHES MINIMUM CLEAR FROM CURB FACE. TREE PLACEMENT SHALL COMPLY WITH CITY POLICIES. NO TREE SHALL BE PLANTED WITHIN 30 FEET UPSTREAM OF A BUS STOP SIGN. NO TREE SHALL BE PLANTED WITHIN 50 FEET OF THE APPROACH SIDE OF THE BEGINNING OF CURB RETURN.

8. BUS STOP SAFETY LIGHTING: BUS STOP SAFETY LIGHTS SHALL BE 30 INCHES MINIMUM CLEAR FROM CURB FACE.

9. BUS PAD: SEE STANDARD PLAN S-433.

BUREAU OF STREET SERVICES | DEPARTMENT OF PUBLIC WORKS

TRANSIT SHELTER BUS STOP LAYOUT

SHEET 6 OF 6 SHEETS

EXHIBIT I – COUNCIL FILE 21-4108

ENERGY, CLIMATE CHANGE, ENVIRONMENTAL JUSTICE & RIVER

MOTION

On December 21, 2001, the City entered into a 20-year contract in order to effectuate the Coordinated Street Furniture Program on the City's behalf. Council File (CF):00-1073 outlines the City's needs, including but not limited to: kiosks, bus benches, and public toilets. In February of 2021, the Council adopted a Public Works Committee report (CF: 20-1536) directing StreetsLA to conduct a request for proposals (RFP) program with robust public engagement for its successor program known as the Sidewalk and Transit Amenities Program (STAP).

The RFP structure ensures that the public good is best served by certifying a competitive process that outlines the City's goals, needs, and anticipated costs on the public right-of-way. The City of Los Angeles has the largest municipal utility, the Department of Water and Power (LADWP), which has spent years investing into the City's power grid, maximizing innovation by budgeting hundreds of MW capacity for the generation and storage of green energy. The recent adoption of the Clean Grid LA Feed-in Tariff Plus pilot program (CF: 21-0121) demonstrates the City's serious commitment to maximization of public-private investment for the generation, storage, and distribution of solar photovoltaic energy through its management of the Distributed Energy Resource (DER) programs.

StreetsLA's RFP highlights the opportunity for renewable energy generation as part of the sustainability measures that may be considered on the right of way. This is a unique opportunity for the City to activate thousands of public right-of-way locations for the generation and storage of solar photovoltaic power. As a result, we could greatly improve the LA power grid by off loading during peak hour energy usage. The LADWP should work with StreetsLA to identify and prioritize locations within the STAP that best enhance the power infrastructure capacity of the City and which could inform the eventual STAP installation plans. Specifically, this report should outline how the LADWP could innovatively partner with StreetsLA to off-load peak hour usage utilizing public right-of-way infrastructure, including through LADWP's DER programs.

I THEREFORE MOVE that the Council REQUEST/INSTRUCT the Department of Water and Power and the Bureau of Streets Services (StreetsLA), to report back with recommendations to off-load peak hour energy usage, through the generation and storage of solar photovoltaic energy on the public right-of-way, as part of the Sidewalk and Transit Amenities Program (STAP) using LADWP's Distributed Energy Resources (DER) programs.

Presented By: _____
Mitch O'Farrell
Councilmember, 13th District

APR 2 1 2021

Seconded By: _____

EXHIBIT G – STAP REQUEST FOR PROPOSALS

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSAL
CITY OF LOS ANGELES
Sidewalk and Transit Amenities Program (STAP)

DATE ISSUED: November 24, 2020

TITLE: Sidewalk and Transit Amenities Program
INITIAL TERM: One 10-Year Term
RENEWAL OPTIONS: Two Five-Year Terms

PROPOSAL DUE DATE/TIME:
February 19, 2021 5:00 PM PST

PROPOSAL DELIVERY ADDRESS:
Board of Public Works
200 North Spring Street, Room 355
Los Angeles, CA 90012

REQUEST FOR PROPOSALS SCHEDULE:
RFP RELEASE: November 24, 2020
DEADLINE FOR QUESTIONS: December 11, 2020
RESPONSES TO QUESTIONS: December 18, 2020
RFP DUE DATE: February 19, 2021

CONTRACT ADMINISTRATOR:
Lance Oishi, Contract Administrator
Bureau of Street Services
1149 South Broadway, Suite 400
Los Angeles, 90015
PHONE: (213) 847-3333
E-MAIL: lance.oishi@lacity.org

TABLE OF CONTENTS

1. DEFINITIONS 6
2. INTRODUCTION 9
3. INTENT OF THE REQUEST FOR PROPOSALS (RFP) 9
4. DISCLAIMER 9
5. PROCUREMENT SCHEDULE 10
6. SUMMARY OF THE SIDEWALK AND TRANSIT AMENITIES PROGRAM (STAP) 10
6.1. Program Vision and Goals 10
6.2. Program Transition 11
6.3. Los Angeles Designated Market Profile 12
6.4. Program Elements 13
6.5. Advertising Rights 15
6.6. Exceptions and Exclusions 16
6.7. Other City Programs 16
7. SUMMARY OF THE EXISTING PROGRAM 16
7.1. Current Street Furniture Inventory 16
7.2. Historic City Revenue Share 17
8. SCOPE OF SERVICES 17
8.1. Transition from the Existing Program 18
8.2. STAP Shelter Revitalization Program 18
8.3. Design of New STAP Elements 18
8.4. Manufacture of Program Elements 19
8.5. Digital Displays 19
8.6. Content Management System 20
8.7. Site Selection 22
8.8. Permitting 23
8.9. Maintenance 23
8.10. Replacement and Relocation of Shelters and Other Program Elements 24
8.11. Site Restoration/Property Damage 24
8.12. Ownership of Structures and Devices 24
8.13. Sale of Advertising Space 24
8.14. City-Sponsored and Public Service Advertising Requests 24
8.15. Program Build Out and Expansion Plan 25
8.16. Smart Technology/Digital Infrastructure 25
8.17. Data Collection, Data Ownership & Use of Location-Based Technology 26
9. SITE SELECTION AND PERMITTING 26
9.1. Compliance with Codes 27
9.2. Utility Coordination and Metering 28
9.3. Site Plans 28
9.4. Permitting 28
10. MAINTENANCE 29
10.1. Proposed STAP Maintenance Schedule 30
11. ADVERTISING GUIDELINES 31
11.1. City of Los Angeles's Advertising Policy 31

11.2. Review of Advertising Content 31
11.3. Removal of Objectionable Content 32
11.4. Advertising Sustainability 32
12. ADVERTISING SALES 32
12.1. Business Plan 33
12.2. Sales Plan 35
12.3. Establishing Rates, Contract Terms and Rate Card Review 36
12.4. Barter, Over-Posting, Bonusing and Removal of Data Materials 37
12.5. Public Service Advertising and Public Service Fees 37
12.6. Cooperative Promotions and City's Retained Rights 38
12.7. Data Ownership and Monetization 38
13. DISCLOSURES 38
13.1. Ownership of Other Advertising Structures in the City of Los Angeles 38
13.2. Revenue and Payment Terms 38
13.3. Minimum Annual Guarantee 39
13.4. Revenue Share 39
13.5. True-Up Process 39
13.6. Financial Audit 39
14. REQUIRED COMPLIANCE 40
14.1. Highway Beautification Act 40
14.2. Americans with Disabilities Act 40
14.3. City of Los Angeles Public Right of Way Protocols 41
14.4. Civil Rights Act of 1964 41
14.5. Patriot Act Certification 41
14.6. Compliance with Standard City Requirements 41
14.7. City of Los Angeles Privacy Policy 42
14.8. California Consumer Privacy Act 42
14.9. The City of Los Angeles' Advertising Policy 42
15. CONTRACTOR PERFORMANCE EVALUATION 42
15.1. Performance Criteria 42
15.2. City Oversight 43
15.3. Contractor Compliance 43
15.4. Discrepancies 43
15.5. Unsatisfactory Performance 44
15.6. Damage to City Property 44
15.7. Contract Termination 44
16. END OF CONTRACT CONDITIONS 44
16.1. Ownership of STAP Structures, Displays, Devices, Programs and Data 45
16.2. Transfer/Assignment of Advertising Contracts 45
16.3. Transfer of the Contract 45
16.4. Restoration of City Property/Property Damage 45
17. PROPOSAL REQUIREMENTS 46
17.1. Organization of the Proposal 46
17.2. Submittals 46

17.3. Questions and Clarifications 47
17.4. Technical Proposal 47
17.5. Business Inclusion and Local Business Preference Programs 51
17.6. Due Date and Delivery Method 51
17.7. Late Submissions, Modifications and Withdrawals of Offers 52
17.8. Rejection of Proposals 52
17.9. Cancellation of Solicitation 52
17.10. Cost of Proposal Preparation 52
18. PRICE PROPOSAL 52
18.1. Impact of the Contract Term on the Price Proposal 53
18.2. One-Time Payment; Optional Minimum Annual Guarantee 53
18.3. Revenue Share 53
18.4. Revenue Assumptions 53
18.5. Cost of Maintenance 54
18.6. Price Proposal Forms 54
19. DESIGN EVALUATION AND PUBLIC DEMONSTRATION 54
20. PROPOSAL EVALUATION AND AWARD 55
20.1. Basis of Award 55
20.2. Evaluation Criteria 55
20.3. Technical Proposal Scoring 57
20.4. Best and Final Offer 57
20.5. Contract Award 57
20.6. Protest of Award 57
21. GENERAL TERMS AND CONDITIONS 58
21.1. Term of the Contract 58
21.2. Payment Terms 58
21.3. Performance Bond 58
21.4. Liability/Indemnity Insurance 59
21.5. Business Inclusion and Local Business Preference Programs 59
21.6. Determination of Respondent Responsibility Policy 59
21.7. Nondiscrimination, Equal Employment, Affirmative Action Plan 59
21.8. Child Support Policy 60
21.9. Service Contract Worker Retention 60
21.10. Equal Benefits and First Source Hiring Ordinances 60
21.11. Slavery Disclosure Ordinance 60
21.12. City Business Tax Registration Certificate 60
21.13. Governing Law 60
21.14. California Sales Tax 61
21.15. California State Board of Equalization Permit 61
21.16. Federal Excise Tax 61
21.17. County Possessory Interest Tax 61
21.18. Quality Standards (Cost of Testing) 61
21.19. New and Unused 61
21.20. Recycled Content 61

21.21. Tropical Rainforest Hardwoods 62
21.22. Liquidated Damages 62
21.23. Entire Agreement 62
21.24. Modifications 62
21.25. Precedence of Documents 62

ATTACHMENTS

1. Price Proposal Forms
2. Ownership of Other Advertising Assets Disclosure
3. City of Los Angeles Business Inclusion Program
4. Child Support Declaration Statement
5. Equal Benefits and First Source Hiring Ordinances Compliance Affidavits
6. Living Wage and Worker Retention Ordinances
7. Municipal Lobbying Certification Form 50
8. Non-Collusion Affidavit
9. City of Los Angeles Contract History
10. Los Angeles Residence Information
11. Certification Regarding Compliance with the Americans with Disabilities Act
12. Contract Bidder Campaign Contribution and Fundraising Restrictions
13. Iran Contracting Act of 2010 Affidavit
14. RFP Checklist

APPENDICES

A. Transit Shelter Placement Guidelines
B. City of Los Angeles Draft Advertising Policy
C. Acceptable Certifying Agencies for Business Inclusion Program
D. Instructions and Information on Complying with City Insurance Requirements
E. Slavery Disclosure Ordinance
F. Municipal Lobbying Ordinance
G. City Contractor's Use of Criminal History for Consideration of Employment Applications
H. Local Business Preference Ordinance
I. Contractor Responsibility Ordinance
J. Disclosure of Border Wall Contracting Ordinance

1. DEFINITIONS

Ad Panel: Static displays with commercial advertising located on Existing Program Elements.

Agreement: A term synonymous with the term "Contract."

Americans with Disabilities Act (ADA): The Americans with Disabilities Act is a civil rights law that prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications.

ADA Standards for Accessible Design (ADAS): The 2010 ADA Standards for program accessibility and barrier removal.

Audience: Audience estimates of people exposed to out of home advertising.

Automatic Public Toilet (APT): An enclosed structure containing a self-cleaning automated toilet that is available for use by the general public, operable with coins, tokens, or other feature, and may contain two display panels that may only be used to display City public service information or related messaging.

Bureau of Street Services or "the Bureau": The City of Los Angeles, Department of Public Works, Bureau of Street Services operating under the jurisdiction and authority of the Board of Public Works; also known as StreetsLA.

Business Inclusion Program: The City of Los Angeles' contracting program that widens the participation of minority, women, small and disabled veteran businesses in City contracts. https://bca.lacity.org/BIS-Program-and-Local-Business-Preference

City: The City of Los Angeles

City Council or Council: The legislative body of the City of Los Angeles established by the Los Angeles City Charter.

City Property: Property owned in fee and title by the City of Los Angeles or under the City of Los Angeles' control and care.

Coordinated Street Furniture Program (CSFP): The street furniture program that is the predecessor of the STAP.

Contract: The agreement for services awarded as a result of this RFP process.

Contract Term: The length of time the Contract will remain in effect.

Contractor: The individual, partnership, corporation or entity to which this Contract is awarded.

Data: Any information obtained, collected, and accrued through business transactions, program records, sensors or other information gathering devices associated with the Program or Program Elements

Designated Market Area (DMA): A television and or media market area defined by Nielsen Media Research that is also used by advertisers for multi-media planning.

Digital Panel: A digital screen that displays public information and commercial advertisements.

Effective Date: The date upon which any contract or agreement is fully executed and becomes binding on parties.

Existing Program Furniture: All furniture and structures presently installed within the City's Public Rights of Way and under operational control and management of the City's Coordinated Street Furniture Program.

Gross Revenue: The total amount of revenue generated from the sale of out of home advertising space before allowance for commissions paid to recognized advertising or media buying agencies.

Information Technology Agency (ITA): The City of Los Angeles' Information Technology Agency that works with agencies and departments across the City to develop world-class Information Technology infrastructure and applications for citizens, businesses, and visitors.

Local Business Preference Program: The City of Los Angeles' contracting program that encourages businesses to compete for City contracting opportunities, to locate operation in the City of Los Angeles, and to encourage existing local businesses to refrain from relocating to different, less expensive areas. https://bca.lacity.org/BIS-Program-and-Local-Business-Preference

Location-Based Media: Out of home advertising that is concentrated in one physical location.

Net Revenue: Gross revenue minus commissions paid to recognized advertising or media buying agencies.

Non-Advertising Program Furniture: All STAP Elements that do not display commercial advertisements.

Out of Home Advertising: All forms of advertising viewed outside the home.

Program Elements or Elements: Any/all existing and new inventory associated with the Sidewalk and Transit Amenities Program.

Public Amenity Kiosk (PAK): A free standing display that is an existing component of the City's CSFP that typically contains both Ad Panels and panels reserved for the City's exclusive use.

Public Rights-of-Way (Public R/W): Property easements legally dedicated for use and administration by the City for public purposes as defined in the Los Angeles Municipal Code and/or State of California Streets and Highways Code, including but not limited to roadways, sidewalks, parkways, median islands, traffic islands and similar functions or needs.

Respondent: Parties, companies, corporations, partnerships, or similar business organizations that submit a proposal to the City in response to this Request for Proposals.

Shelters (Transit or Bus): Curbside structures that serve the primary purpose of providing shelter, shade, safety, and comfort to transit riders and pedestrians.

Shelter Revitalization Program (SRP): STAP's rehabilitation and repurposing program for existing shelters.

STAP: The acronym for the City of Los Angeles' Sidewalk and Transit Amenities Program.

StreetsLA: The City of Los Angeles Department of Public Works Bureau of Street Services.

United States Access Board's Public Right-of-Way Accessibility Guidelines (PROWAG): Guidelines that apply to pedestrian facilities in the public right-of-way that ensure accessibility and usability by pedestrians with disabilities.

Urban Panels: Digital displays that are positioned on the street level to be viewed by pedestrians and vehicular traffic.

Vending Kiosks (VKs): An existing component of the City's CSFP that contains an Ad Panel and facilitates the sales and vending of publications and other merchandise.

REQUEST FOR PROPOSALS
Sidewalk and Transit Amenities Program

2. INTRODUCTION

The City of Los Angeles Department of Public Works Bureau of Street Services (City) is issuing this Request for Proposals (RFP) to engage the services of an experienced business partner to achieve its goals to develop a self-sustaining, world-class sidewalk and transit amenities program utilizing a broad array of street furniture. The City invites all qualified firms to submit proposals for a 10-year contract, with two five-year renewal options, for the design, manufacture, installation, maintenance, and sales of advertising on new Transit Shelters (Shelters), kiosks and other amenities, and the maintenance of existing street furniture inventory, collectively referred to as Program Elements.

The revenue generated from the sale of advertising space on new Program Elements will contribute to the capital and maintenance costs of the STAP. The Contractor will be responsible for repairing, and/or relocating the existing City transit shelters and other program inventory as new Program Elements are being fabricated and installed.

The City expects the design, manufacture, installation and maintenance of the Shelters, new and replacement, will be completed by the Contractor using a cost scenario that is most beneficial to the City. In exchange, the City grants the Contractor the right to sell advertisements on advertising space on STAP Elements.

3. INTENT OF THE REQUEST FOR PROPOSALS (RFP)

Responses to this Request for Proposals will be considered for the development and management of the City's Sidewalk and Transit Amenities Program. The City will engage the services of an experienced business partner to achieve the goals of developing a self-sustaining, world-class street furniture program.

This RFP shall not limit any rights of the City. The City reserves all its rights including, but not limited to its right to elect not to procure the products or services that are the subject of this RFP and to procure them from a firm that has not responded to this RFP. The City shall not be obligated to respond to any submittal, nor shall it be legally bound in any manner whatsoever by the receipt of a submittal. The City makes no representation that a contract will be awarded to any Respondent to this RFP. The City, at its sole option, may contact firms to get clarifications to obtain additional information as a part of the RFP process.

4. DISCLAIMER

Proposals submitted in response to this RFP will not be returned, including all submitted drawings, diagrams, literature, and documents, and will become the property of the City upon receipt by the City.

Responses to this RFP (inclusive of all documents submitted) are subject to the Public Records Act (California Government Code Sections 6250 et seq.). Respondents should identify all materials included in their proposals that are Confidential or Trade Secrets that they determine are exempt from disclosure under the Public Records Act as "Confidential", "Secret", etc. However, submissions may be determined to be subject to disclosure even if the Respondent claims confidential treatment in accordance with this RFP.

Respondents are solely responsible for all expenses associated with responding to this RFP. The City accepts no financial responsibility and will not be liable in any way for any costs

incurred by Respondents in submitting a proposal for the RFP including, but not limited to, costs associated with researching and preparing the submission.

5. PROCUREMENT SCHEDULE

Release of RFP	November 24, 2020
Pre-Bid Conference	December 8, 2020
Deadline for Questions	December 11, 2020
Responses to Questions	December 18, 2020
Proposals Due	**February 19, 2021, 5pm PST**
Proposals Evaluation & Interviews	February 19, - March 19, 2021
Selection of Top Respondents for Demonstration	March 26, 2021
Public Demonstration and Design Evaluation	April 26, - May 7, 2021
Final Selection/Request Authority to Negotiate Contract	May 14, 2021

6. SUMMARY OF THE SIDEWALK AND TRANSIT AMENITIES PROGRAM (STAP)

6.1. Program Vision and Goals

The City of Los Angeles' Sidewalk and Transit Amenities Program will be developed to achieve the essential goals of providing shelter, shade, safety, and comfort to transit riders, active transportation users and pedestrians, and to improve the quality of life for those who live and work in and visit the City. The STAP will achieve these goals through thoughtful, efficient design of Program Elements and active management of the program. The City's vision for the STAP is to expand the use of transit, active transportation, and shared mobility, as well as to improve the design of the public right of way and foster economic growth that helps strengthen neighborhoods.

For the past two decades, the City of Los Angeles's Coordinated Street Furniture Program (CSFP) has operated on a traditional business model supported by advertising revenue. The City now intends to work collaboratively with a qualified commercial partner who shares its vision that street furniture can influence travel choice and improve neighborhoods while garnering a larger portion of out of home advertising expenditures in the Los Angeles market.

The City of Los Angeles is considering using its own capital funding to purchase Program Elements for the STAP to accelerate the build out of the program, to ensure that the program supports other City initiatives, and to allow the City to receive a higher share of program revenues. The City of Los Angeles is also taking steps to streamline the program's approval and permitting process. The City is committed to making its public realm one of the best in the world and the STAP will be the major contributor to that goal.

STAP Elements **must include**, but are not limited to, the following:

- Transit Shelters
- Litter/Recycling receptacles
- Digital Displays
- Interactive information kiosks
- Vending Kiosks
- Urban panels

- eLockers (click and collect lockers)

STAP Elements may also include, but are not limited to, the following:

- Shade structures
- Docks and/or corrals for scooters or bicycles
- Bollards
- Pillars
- Public art and features that reflect community and/or architectural history
- Electric vehicle charging stations
- Hydration stations
- Handwashing stations or hand sanitizer dispensers
- Cooling stations
- Traffic barriers
- 5G & Public Wi-Fi
- Automatic or conventional public toilets

The City of Los Angeles will take a collaborative approach to the development of new inventory allowing for the demonstration of new out of home technologies and experiential programs that would increase the functionality of the City's Program while also increasing revenues. All new Program Elements will be evaluated for their functionality and sustainability prior to deployment. The City will invest in STAP to add those structures, programs and technologies that increase the value of the program for advertisers as well as those who will use the shelters, kiosks and other Program Elements.

This Request for Proposals will identify a partner that shares the City's commitment to equity and its vision to create a street furniture program that serves as a focal point for shared mobility; facilitates shared use of the sidewalk; provides directions and suggestions through wayfinding and interactive information; and, promotes commerce through digital and interactive advertising. The emergence of technologies, especially digital, wireless, and 5G, that can be supported by or work collaboratively with street furniture will also be a major component of the STAP.

6.2. Program Transition

The City of Los Angeles wishes to have an orderly transition from the current Coordinated Street Furniture Program (CSFP) to the STAP. To accomplish that goal, all advertising agreements on existing inventory associated with the CSFP will end on December 31, 2021 and the successful Respondent will enter into agreements for advertising space on new Program Elements beginning January 1, 2022.

The City intends to enter into a new agreement with a contractor and immediately begin developing and implementing the STAP in an effort not to interrupt service to the public or to advertisers. The transition period will begin as soon as a new agreement is signed, which is targeted for Summer 2021. The Contractor will develop a plan for this transition period for the City's review within 60 days of award of contract that establishes a timeline for accomplishment of all the tasks necessary for the transition from the existing program. The Contractor will be required to make a one-time payment of $6 million within the first 90 days of the Contract Term.

Advertising will be allowed on new inventory only. Therefore, the City has identified 770 locations with the highest performing existing shelters and/or kiosks for the purpose of replacing inventory with new digital-ready shelters and kiosks within the first contract year. Through the introduction of digital displays, the City expects that the Contractor will be capable of maximizing revenue while also introducing real time information and other information useful to transit riders and the public.

Over the first five years of the contract, it is the City's expectation that it will add new locations for Shelters and other Program Elements and replace the majority of the existing inventory, much of which is 30 years old or more, but in good and usable condition.

The existing inventory of shelters that will be removed and replaced will become part of the STAP Shelter Revitalization Program. This program will expedite STAP's goal to increase shelter, shade, safety and comfort by rehabilitating and repurposing existing shelters. These shelters will be relocated to priority shelter locations based on City-developed equity criteria, such as number of boardings, heat level, and proximity to trip generator. Ad panels on existing structures will not be used for commercial advertising, opening opportunities for neighborhood-based public art collaborations. All expenses for the refurbishment, relocation and installation of existing shelters will be the responsibility of the Contractor.

The Contractor will assume responsibility for the maintenance of all furniture elements of the CSFP that are left in place including the relocated shelters and kiosks on January 1, 2022.

6.3. Los Angeles Designated Market Profile

The City of Los Angeles is the second most populous city in the United States with a population of over 4,000,000.[1] The City is the entertainment capital of the world with more movie, television, and online entertainment production than any other city in the world. Los Angeles is also the financial and commercial center of the State of California, the state with the largest economy in the United States and the fifth largest economy in the world.[2]

There are over 2,000,000[3] average weekday riders on the eight (8) major transit agencies that operate in Los Angeles County. The use of active transportation, bicycling and walking, has increased as a result of initiatives by the City of Los Angeles including developing more than 593 miles of bikeways; the Great Streets initiative that promotes vibrant corridors; Safe Sidewalks LA, a program that has repaired 65 miles of sidewalks; and Vision Zero, a program focused on reducing traffic deaths by protecting those who walk and bicycle.

During the anticipated term of the program contract that results from the RFP, the Los Angeles area will host many of the most famous sporting events in the world:

2022 Super Bowl

2023 College Football Championship

2026 World Cup

2028 Olympics and Paralympics

Los Angeles is also the permanent host city for the movie industry's Academy and Golden Globe awards ceremonies and the recording industry's Grammy awards. During the

[1] 2010 United States Census
[2] International Monetary Fund
[3] National Transit Database 2019

anticipated Contract Term, Los Angeles will also welcome a number of new or newly updated cultural facilities and architectural and visitor attractions including the Academy Museum of Motion Pictures, the Lucas Museum of Narrative Art, and the Los Angeles County Museum of Art.

6.4. Program Elements

The City desires to replace the majority of the existing shelters and accompanying public amenity and vending kiosks. The City and the Contractor will collaborate on the design of the new Program Elements. The Contractor will be responsible for the design, manufacture, and installation of the new Shelters and Program Elements and the maintenance of all Program Elements for the duration of the Contract Term. The Contractor will be responsible for the rehabilitation and relocation of existing furniture as part of the Shelter Revitalization Program as well as their continued maintenance, removal, and recycling at end of life; the City and the Contractor will collaborate on the preservation or repurposing of existing Program Elements as a part of the overall program roll-out process.

The City has conducted previous studies that estimate the need for a total of 2,850 to 3,000 shelters to meet the needs of transit, active transportation and shared mobility users as well as pedestrians. Newer studies and plans, such as Metro's Next Generation Bus Study, and other transit planning activities will impact these numbers. The total number and mix of Program Elements will be a mutual decision of the City and the Contractor.

Respondents will be asked to submit six concept shelter designs that reflect the cultural diversity of the City in their proposals. Following the scoring of Technical and Financial Proposals, the top three Respondents will enter a final selection phase that will include the testing of select shelter designs. The top three Respondents will be asked to install Shelters at pre-selected locations to be evaluated by the City and the public.

The design of the Program Elements must focus on the fundamentals: shelter, shade, safety, and comfort. Through the STAP, the City of Los Angeles is seeking to deliver greater utility and comfort to transit riders and pedestrians while also attracting more categories of advertisers to the City's street furniture inventory to maximize revenues. To that end, the City will require that the STAP is developed on the following principles:

Design/Aesthetics: The City believes that thoughtful design can respond to needs, create efficiencies, improve neighborhood streetscapes, and provide multiple benefits for all those who share the sidewalk. Design elements should be modular, available in a range of sizes and configurations to address specific site constraints, neighborhood context, and varying levels of transit ridership and pedestrian activity. Beyond these fundamentals, the City is also looking for its sidewalk and transit amenities to provide additional services and features addressed in Section 6.1 Program Vision and Goals.

The City will collaborate with its partner to design a series of Shelters and other elements to be deployed during the new Contract Term. All Program Elements will be placed in the public realm, so the City will emphasize the importance of attractive, efficient and cost-effective design. The City expects a high level of design for the Shelters and other elements, reflective of the City's position as a global creative capital and its growing focus on the design of the public rights of way. Respondents are strongly encouraged to collaborate with experienced design professionals and will be evaluated, in part, based on the team's experience in creating enhancements and amenities within the public realm.

Sustainability: The City of Los Angeles adopted its Sustainable City pLAn in 2015 to promote sustainable practices and grow the City's economy while ensuring opportunity for all. Last year, the City released its Green New Deal, an update to the 2015 pLAn. The Green New Deal expands the principles of the 2015 pLAn, identifies more aggressive goals, and expands the vision to address climate stabilization and community resiliency.

The City is committed to sustainability through design including the use of materials that conserve natural resources, reduce carbon footprint, and optimize the use of renewable energy resources (e.g., solar) when possible. All structures must meet city engineering codes and building permit requirements for structures placed in the public realm.

The design as well as the elements of the program must take into account their use as well as the effects of environmental factors including sunlight, heat, precipitation, moisture, wind stress, expansion, and contraction. When possible, STAP Elements should be located to take advantage of tree canopies that provide natural shade and shelter. The City is cognizant of the need to ensure all elements of the STAP can withstand normal to heavy wear and tear, vandalism, graffiti, and etching. The design of all Program Elements will be evaluated based in part on their cost to manufacture, maintain, and replace.

Digital Program Elements will have ENERGY STAR ratings for efficiency with LED screens. These devices must automatically control their brightness in response to the time of day and sunlight. All elements of STAP will be controlled through a Content Management System, which will automatically adjust the brightness of specific devices by location to accommodate community standards.

As part of its commitment to sustainability, the City and its partner will pursue a Shelter Revitalization Program to expedite the delivery of essential shelter, shade, safety and comfort to communities lacking protection from urban heat.

Digital: Digital networks are being successfully used in street furniture programs across the world. The City wishes to deploy a network of digital panels in its program to provide the following benefits and services:

- Transit real time information
- Wayfinding
- Emergency messaging
- Public service information
- Delivery of internet/Wi-Fi service
- Data collection (limited to aid the planning and delivery of City services)
- Localized advertising (connect transit users and pedestrians with local brands and merchants)
- Support online and targeted advertising
- Integrate with mobile advertising
- Increased safety
- Maintain appropriateness with surrounding environment and community standards
- Provide universal access through messaging in multiple languages and delivery methods, such as audio and tactile messaging systems for visually impaired persons.

The City intends to deploy digital to improve its delivery of services and to increase STAP revenues. However, limitations will be placed on brightness; motion and sound will not be allowed to adhere to community standards.

Data: The collection of data in public spaces is a complex issue, therefore any data collected from smart devices, networks, or sensors deployed in the STAP will be non-personally identifiable information only and the sole property of the City. Data collected under the program will adhere to the requirements of the California Consumer Privacy Act (AB 375), California Proposition 24 (approved in 2020) and the City's Digital Code of Ethics. None of the data collected under the program will be sold to, provided to, or used by any party other than the City of Los Angeles and, will be used for the sole purpose of improving the delivery of City services.

Distribution of Sidewalk and Transit Amenities: The City is committed to an equitable distribution of amenities to serve the full diversity of its residents. The STAP is intended to both serve transit dependent populations and to increase transit ridership. The City Council has a goal of locating shelters so that 75% of transit riders in each Council district are boarding where there is shelter. The City has developed criteria for distribution of the STAP shelters, which can be found in Section 9 Site Selection and Permitting of this RFP. Distribution of other STAP Elements will be a collaborative decision of the City and the Contractor.

The use of the existing inventory of shelters, kiosks and other Program Elements by transit riders, active transportation and shared mobility users as well as pedestrians will serve as the primary criteria for replacement of the existing CSFP inventory.

Revenue: Out of Home advertising revenue has grown steadily over the decade following the recession of 2008 and has the second highest growth rate of any advertising medium; second only to online advertising.[4] Los Angeles is the second largest Designated Market Area (DMA) in the United States, according the media rating service Nielsen[5], and the second largest out of home advertising market with more than $508,822,400 being spent by advertisers on billboards, transit displays, and street furniture in 2019.[6]

Based upon the growth of out of home advertising revenues and the favorable out of home characteristics of the Los Angeles market, the City anticipates a significant growth in its program revenues over the new Contract Term.

Flexibility and Adaptability During Contract Term: In recognition of the rapid growth and changes brought about by new technologies, innovations, and community standards, the City requires that STAP be responsive to and reflect such changes as they occur, as well as provide new opportunities over of the life of the Contract Term. This includes, but is not limited to, offering partnership opportunities to expand the program through other funding sources if deemed mutually beneficial to both the City and the Contractor.

6.5. Advertising Rights

The City of Los Angeles grants to the Contractor the right to develop and sell advertising on the STAP inventory. The City reserves the right to add or discontinue Program Elements at its sole discretion. The City reserves the right to enter into other agreements to develop revenue from the use of its rights of way and alternative street site improvements and/or mobility devices with naming rights, sponsorships, data services, advanced technologies, and other advertising programs. Other agreements that the City may enter into are not intended to diminish the sale of advertising space on the STAP inventory.

---

[4] PwC Market Analysis
[5] Nielsen
[6] Outdoor Advertising Association of America

6.6. Exceptions and Exclusions

The current exceptions and exclusions from STAP are as follows:

- City Bus Bench Program
- Signs and advertising for City of Los Angeles-licensed concessionaires, retailers and sidewalk vendors
- Licensed Wi-Fi, Telecom and Utilities services in the City of Los Angeles right of way not directly associated with the STAP
- City of Los Angeles-licensed vending machines, ATM's and storage or e- lockers not associated with the STAP
- Interactive visitor kiosks operated by the Los Angeles Tourism and Convention Bureau for The City of Los Angeles' Convention and Tourism Development Department at designated convention and tourist locations
- Bureau of Street Lighting Street Banner Program that can be used by charitable and not-for-profit organizations to promote their services.

6.7. Other City Programs

The City of Los Angeles and its municipal partners now operate or may develop programs that include advertising in the public right of way. Among these current programs are:

Mobility Hubs: Mobility Hubs are places where the public can connect with multiple travel options – walking, biking, transit, and shared mobility. The City of Los Angeles has designated primary mobility hubs that serve the regional transportation network, such as those near regional rail stations or park and ride lots, and satellite hubs that may be just curbside space.

Metro Bikeshare: The Los Angeles County Metropolitan Transportation Authority (Metro) operates a bicycle sharing system in Los Angeles in collaboration with the City of Los Angeles. The program has 93 street-side stations that support 1,400 bikes throughout Los Angeles County.

BlueLA: BlueLA is an electric car sharing service that is part of the City of Los Angeles' mobility strategy. There are 35 BlueLA self-service stations that include on-street kiosks where the public can pick up and drop off vehicles.

Los Angeles Tourism and Convention Board (LATCB) Information Kiosks: LATCB is developing a network of visitor information kiosks in areas near the Los Angeles Convention Center and other tourist locations on behalf of the City's Convention and Tourism Development Department (LACTDD).

Bureau of Street Lighting: Bureau of Street Lighting (BSL), recently staged a competition asking applicants to consider how streetlights can incorporate new technology, include space for text on each pole, and provide shade to help ease the impacts of the climate crisis. BSL is also pioneering vehicle charging devices that would be incorporated into the design of city streetlights.

7. SUMMARY OF THE EXISTING PROGRAM

7.1. Current Street Furniture Inventory

The City of Los Angeles has had a street furniture program since 1980. The program has been developed pragmatically along with the expansion of the region's public transit infrastructure, particularly Metro Rail and Metro Rapid (bus rapid transit). Under the current agreement, the City of Los Angeles owns the complete inventory of street furniture except Automated Public Toilets. The current inventory is as follows:

Current Program Inventory

Advertising Shelters	1667
Non-Advertising Shelters	123
Rapid Bus Shelters	52
Los Angeles Neighborhood Initiative (LANI) Non-Advertising Shelters	42
Total Transit Shelters	1884
Public Amenity Kiosks	197
Vending Kiosks	6
Total Advertising Panels	3679
Automatic Public Toilets *(owned/operated by OUTFRONT JC Decaux)*	14

A Note about Automatic Public Toilets (APTs): APTs are an option for inclusion in the STAP but are not a mandatory component for the program. The City is considering its options to pursue a stand-alone public toilet program separate from the STAP. If the City creates a separate public toilet program, the current APT inventory will be assigned to that program and will not be part of STAP.

7.2. Historic City Revenue Share

		Adjusted MAF Received	% Fee Received	Total Received
Year 1	Jan '02	$3,000,000.00	$0.00	$3,000,000.00
Year 2	Jan '03	$2,590,000.00	$0.00	$2,590,000.00
Year 3	Jan '04	$2,160,000.00	$0.00	$2,160,000.00
Year 4	Jan '05	$2,315,009.00	$229,169.00	$2,544,178.00
Year 5	Jan '06	$2,735,646.00	$409,579.00	$3,145,225.00
Year 6	Jan '07	$2,738,192.00	$319,484.00	$3,057,676.00
Year 7	Jan '08	$2,739,942.00	$735,306.66	$3,475,248.66
Year 8	Jan '09	$2,116,821.20	$1,376,256.00	$3,493,077.20
Year 9	Jan '10	$2,686,297.38	$692,692.71	$3,378,990.09
Year 10	Jan '11	$2,574,990.86	$808,760.82	$3,383,751.68
Year 11	Jan '12	$2,686,297.38	$1,442,843.96	$4,129,141.34
Year 12	Jan '13	$2,686,297.38	$2,119,243.78	$4,805,541.16
Year 13	Jan '14	$2,873,469.39	$2,260,349.01	$5,133,818.40
Year 14	Jan '15	$2,873,469.39	$2,275,515.87	$5,148,985.26
Year 15	Jan '16	$2,873,469.39	$2,542,213.77	$5,415,683.16
Year 16	Jan '17	$2,873,469.89	$2,678,300.64	$5,551,770.53
Year 17	Jan '18	$3,185,422.74	$3,118,835.45	$6,304,258.19
Year 18	Jan '19	$3,185,422.74	$2,473,366.71	$5,658,789.45
Year 19	Jan '20	$3,185,423.00	$2,944,283.17	$6,129,706.17
Year 20	Jan '21	TBD 1/10/21	TBD 4/30/22	
		$48,566,855.74	$23,481,917.38	$78,505,840.29

8. SCOPE OF SERVICES

The STAP will be a collaborative partnership between the City and its selected business partner. In exchange for the City granting the right to sell advertising space on the STAP inventory, the successful Respondent will fulfill the following Scope of Services obligations:

8.1. Transition from the Existing Program

The Contractor will cooperate with the City in the transition from the existing program, known as the Coordinated Street Furniture Program or CSFP, to the STAP. The existing contract for the CSFP expires on December 31, 2021. Please note that advertising contracts will transition to the new Contract on January 1, 2022. Following the award of the new Contract and prior to the end of the existing contract, the selected Contractor will meet with StreetsLA to coordinate the following:

- A sales plan to retain existing advertisers and attract new advertisers beginning January 1, 2022 as all advertising contracts associated with the current program will end on December 31, 2021.
- A Year 1 plan and schedule for the development and replacement of up to 770 existing street furniture inventory elements.
- A Year 1 plan and schedule to refresh and relocate up to 664 existing transit shelters.
- A STAP launch event (conditions allowing) with advertisers.
- Assignment of responsibility for the maintenance of the Existing Program Furniture.

In the case of disputes over matters related to the transition from the CSFP to STAP, the City will make the final judgement on all matters.

8.2. STAP Shelter Revitalization Program

The Contractor will collaborate with the City to plan the rehabilitation, upgrading and repurposing of Existing Program Elements, mainly Shelters, with the goal that these can expedite delivery of shelter, shade, safety, and comfort during the implementation of the STAP. Existing Shelters will be repurposed without advertising space. The space previously used for advertising on these elements will be re-used for the display of public art and information. Public art and information programs will be coordinated with the communities where revitalized elements are installed. The engagement of these communities will include outreach to community and faith-based organizations, schools, social service providers and other stakeholders to ensure that the revitalized elements reflect unique neighborhood characteristics.

8.3. Design of New STAP Elements

The Contractor will collaborate with the City to develop designs for all new Program Elements with the goal of designing these to be functional, accessible to all- especially those with disabilities, easy to maintain, sustainable and having superior design qualities.

STAP design criteria is as follows:

- Shelter, Shade, Safety and Comfort: Most importantly, Program Elements must provide shelter, shade, safety and comfort to transit riders, active transportation users and pedestrians. Additional consideration should be made to take advantage of tree canopies that provide natural shade and shelter.

- Scale and Size: Designs must fit existing and planned streetscapes of the City of Los Angeles' Rights of Way. Shelters must be scalable to accommodate different levels of use and site constraints.
- Accessibility: Designs must be compliant with the Americans with Disabilities Act (ADA), ADA Standards for Accessible Design 2010 (ADAS), and the latest edition of the United States Access Board's Public Right-of-Way Accessibility Guidelines (PROWAG); consider Title VI requirements- especially those associated with limited English-speaking populations; and, support City initiatives to increase access to the services associated with the STAP.
- Sustainability: Program Elements must be made from or use low-impact, natural, renewable, recyclable, and non-toxic materials and sources. Other program materials, especially static advertising, must be converted to biodegradable materials.
- Durable Materials: Program Elements must be rugged to withstand use and the elements.
- Cost of Manufacture: The design of the Program Elements should not significantly raise their cost.
- Maintenance Cost and Practices: Program Elements must be designed so that the effort and cost to maintain them should decrease from current practices and costs.
- Smart Technologies: The design should accommodate smart technologies.

8.4. Manufacture of Program Elements

The preference of the City is to have new Program Elements manufactured in the United States and, when possible, in the City of Los Angeles. Please refer to Section 17.5 Business Inclusion and Local Preference. The choice of a manufacturer will be a collaboration between the Contractor and the City.

The manufacturer chosen to produce Program Elements will have previous experience in the manufacture of sustainable, durable street furniture and other Program Elements. Every effort should be made in the manufacturing process to minimize energy consumption and solid waste to reduce the STAP's carbon footprint, including the resulting inefficiencies created by transportation and shipping of manufactured products.

8.5. Digital Displays

Recognizing that digital technology can present real-time information to transit and active transportation users as well as pedestrians, and that digital advertising can return revenues that are multiples of static advertising, the City will develop the majority of new STAP inventory with digital advertising space. The City will also consider adding urban panels where appropriate to achieve the goals of the STAP.

The digital network will display transit rider, public safety and health messaging in addition to commercial messaging. The network of digital signs and devices will also be used to provide emergency messaging to the public, such as evacuations, Silver and Amber Alerts. As a result, all signs in the network will be integrated into the City of Los Angeles' Emergency Response Network through a consolidated Content Management System (CMS).

Digital content must not include any full motion video or sound. Sound may be made an exception as part of emergency messaging or for responsive STAP Elements that serve the needs of people with disabilities.

The resulting number of digital displays will be guided by demand; however, the City requires that up to 770 existing street furniture elements with high occupancy rates be converted to digital over the first 12-months of the new Agreement. Digital shelter advertising may be supplemented by urban panels at locations determined collaboratively between the City and the Contractor.

The Contractor will collaborate with the City on the design of the display units to ensure that all units are compliant with accessibility requirements of the ADA, PROWAG, and Title VI as applicable. In specific locations, displays and devices may require multi-lingual features, audio (voice annunciation) capabilities, tactile keypads and Braille to accommodate persons with disabilities. All digital displays must be self-monitoring and reporting to a CMS to allow for the timely maintenance of all devices to be in working order 95% of the time. All digital devices will become part of the City's Asset Management Plan, requiring reporting of maintenance activities, replacement or damage to StreetsLA's existing Asset Management Program.

The Contractor will work with StreetsLA in coordination with the City of Los Angeles' Information Technology Agency (ITA) on the selection of the digital displays and devices to ensure the size, location and functionality of the devices suits the needs of transit and active transportation users as well as pedestrians in regard to the presentation of real-time and other public information. During the Contract Term, the Contractor must keep the digital displays up to date to ensure that the display quality is current with industry standards.

The City strongly encourages programmatic, demand side platform digital out of home advertising sales. By allowing the automated buying, selling and content delivery of out of home advertising; the City believes that the advertiser-base for the STAP inventory can be expanded and that occupancy of advertising space can exceed 80% on an annualized basis.

8.6. Content Management System

The City requires that all digital assets be controlled by a network Content Management System (CMS) that manages the substance of commercial messaging, ensuring adherence to the City's Advertising Policy, schedules the display of commercial and public information messaging, and reports all program commercial and public service advertising that is displayed on the STAP network. An essential requirement of the CMS will be the ability to transform what has been a 'static media' environment into a fluid 'media hub,' which services multiple platforms and devices with asynchronous data at the same time. The Contractor will be required to provide such a system/software solution that is accessible to the City and its ITA. The system must be transferable to the City or its designee at the end of the Contract Term.

The system, at a minimum, should have the following key components:

Access Control

The digital network will have an authentication mechanism that provides control in two facets:

- Access Control: Control of the network by secure account delegation will be limited to the City and designee/s of the Contractor.

- Content Scheduling: Control of the scheduling of the display of commercial message and public information.

Account and system security are paramount in order to secure STAP's physical and digital assets. In order to alleviate breaches and threats to system security, access control will be owned by the City; however, administration of access will be managed by the Contractor in accordance with all City policies. The mechanism used for administration will be Active Directory or something comparable. The roles and policies governing the network will be developed collaboratively by the City and the Contractor.

With regard to threat assessment and remote security remediation, a cybersecurity platform solution similar to Palo Alto Networks will be a requirement. This solution must be able to remotely isolate endpoints that pose a potential threat to the infrastructure at large.

The Canvas

The user interface must allow the primary program participants, the City and the Contractor, the ability to build, organize, manage and publish content for multiple platforms. The solution will need to be able to segment the content into either user defined categories or system defined categories (e.g. Themed, Forefront Media, Alert, Secondary Media, etc.); and the categories need to be able to subscribe to a hierarchical structure (no limitation). These categories will play a role in how the data is presented on the screen and how it interacts with the customer. The user interface must also accommodate the aforementioned programmatic digital out of home advertising capability.

Media Editor

There will need to be a tool for easily updating, organizing, and managing files and folders related to content and schedule. The Media Editor should allow for an initial review of content using variables developed from the City of Los Angeles' Advertising Content Policy.

Adaptive Interaction

Provide a mechanism that allows for useful advertiser interaction based on geo-location and user defined demographics for programmatic buying. This interaction would support geo-fencing and/or beacon technology. Furthermore, the system must also be able to capture and store the data points resulting from the interaction according to the City of Los Angeles' privacy and data collection and use standards.

Dashboard

The management system must have a user configurable dashboard that reports on key analytics for the Contractor as well as the City including occupancy by device and location as well as link to the StreetsLA Asset Management System for device maintenance history.

Reporting

The solution must provide standard reports as well as a platform that allows the Contractor and the City to create 'proof of play' logs, display occupancy, device service status, and other customized reports. On-demand and scheduled disbursement of reports to mobile applications, web browsers, and email accounts will need to be supported by the CMS.

Maintenance Reporting

The CMS needs to remotely monitor device operation while also managing power draw and brightness of displays. Working with the network devices' own remote monitoring systems,

the management system needs to identify which devices are not communicating or in need of service. The CMS must be configurable to send email or SMS messaging to schedule service of the unit and to report these incidents to the StreetsLA's Asset Management System.

Content Management System Maintenance

Throughout the Contract Term, the Contractor must review and ensure that the City's project charter maps completely to the usefulness of this CMS solution, in its entirety.

The review process will take place no less than every three months. The review process will govern the implementation of Patches (e.g. OS, Application, etc.) and the activities surrounding Application, Solution, Infrastructure, and Peripheral upgrades.

Furthermore, the team in charge of patches and upgrades, will need to have at least one team member with cloud architecture experience.

Title and Ownership

Title and ownership of the content management system will remain with the City during the Contract Term, unless otherwise negotiated between the City and the Contractor. The City will grant to the Contractor free and irrevocable use of the CMS during the Contract Term. At the end of the Contract Term, the CMS will become the property of the City.

8.7. Site Selection

The selection of sites for all STAP inventory, including the STAP Shelter Revitalization Program, will be guided by the program's vision to provide shelter, shade, safety and comfort to transit riders, the users of active transportation and pedestrians through a program that is sustained by revenue generated from advertising on the Program Elements. The City's domain is Los Angeles' public realm. Through the STAP, the City intends to set a high standard for the use of public space through the use of well-designed, functional furniture and displays that transform the streets of Los Angeles into welcoming streetscapes.

As previously stated, the City is committed to equitable distribution of shelters and has developed criteria for distribution, which can be found in Section 9 Site Selection and Permitting of this RFP.

Zoning, Street Designations, and Other Restrictions: STAP Elements may only be placed on street designations that are bordered by properties zoned appropriately for out of home advertising. Street Designations that may accommodate the installation of STAP Elements include Boulevard I & II, Avenue I, II, & III, Collector, and Industrial Collector as defined in Department of Public Works Standard Plan S-470-1. Commercial, industrial, manufacturing, institutional, and high-density residential zoning in combination with the appropriate Street Designations are most appropriate for the placement of STAP Elements. In cases where a need for transit patron amenities exist adjacent to properties zoned differently than the aforementioned zones, the City will determine when and where STAP Elements may be furnished. The placement of Program Elements in areas with historic or other special designations may require special approvals or cooperative agreements. The City will work collaboratively with the Contractor to site all Program Elements in locations that will earn community acceptance.

8.8. Permitting

The Contractor will perform all necessary services in the name of the City of Los Angeles including obtaining all necessary permits and approvals required to install, operate and maintain all elements of STAP. All permits will be obtained in the name of the City of Los Angeles. All necessary permits will be obtained prior to the installation of new Program Elements and the removal of existing inventory. Further, the Contractor will be required to obtain all necessary authorizations or approvals to utilize easements, conduits, poles or private property necessary to operate STAP.

StreetsLA has developed a process that will streamline permitting within City Public R/W areas by providing approvals for multiple locations at once. The Contractor acknowledges and accepts that the City has final approval in the issuance of permits and the selection of sites.

8.9. Maintenance

The Contractor will be solely responsible for the maintenance of all STAP inventory, new and existing from the CSFP, throughout the Contract Term. Maintenance of the Program Elements will include cleaning, removing graffiti and stickers, removing litter in, on and within a ten-foot circumference around each of the elements. All digital devices will be maintained in working order by removing dirt, stickers, tags, etchings and other marks to ensure that the advertising space is attractive to advertisers and out of home advertising audience measurement services.

The Contractor will use the StreetsLA's Asset Management system and on-site visual inspections to ensure that all STAP Elements are maintained to their useful lives according to original equipment manufacturer warranties. All digital Program Elements will utilize self-reporting technologies to indicate the need to be refurbished, reconditioned or replaced.

Maintenance of all STAP Elements will be performed according to the schedule mutually developed and agreed upon by the City and the Contractor. That schedule will be based on historical data including public comments and complaints received by the City's 311 Center, crowd-sourced information and data collected from the City's Asset Management Program. A proposed maintenance schedule is provided in Section 10.1 of this RFP. All maintenance activity will be reported into the StreetsLA's Asset Management System.

Included as a part of the Contractor's maintenance obligation will be the requirement to temporarily or permanently remove, reinstall, relocate, or replace Existing Program Furniture and new STAP Elements as required to accommodate roadway construction projects, filming, special events, bus stop relocations, bus stop deletions, bus stop additions, and/or similar needs effected through transit route changes. No specific site is guaranteed for the entire duration of the Contract Term. The City anticipates that the Contractor will perform a portion of these removals, reinstallations, relocations, and/or replacements at no cost to the City and also recuperate such costs from third parties when practicable. The City and Contractor will mutually determine the financial responsibilities and obligations for this work through future contract negotiations for STAP.

The City encourages the Contractor to consider developing a cooperative maintenance program with the development community and large landowners so that maintenance expenses can be shared with those who directly benefit from the placement of STAP Elements.

8.10. Replacement and Relocation of Shelters and Other Program Elements

The City proposes the immediate replacement of up to 770 existing street furniture elements with new, digital Program Elements. The inventory to be replaced has been assessed to have the greatest potential for high occupancy and revenue return. The City wishes to replace this static inventory with digital-ready elements to increase program revenues and to allow for the delivery of real time information to transit riders, active transportation and shared mobility users and pedestrians. The mix of Program Elements (shelters, kiosk, urban panels, live boards, etc.) will be determined collaboratively by the City and the Contractor. Shelters removed from these locations will become part of the STAP Shelter Revitalization Program.

8.11. Site Restoration/Property Damage

The Contractor, at its sole cost and expense, will restore all rights of way impacted by the relocation or replacement of current Program Elements including, but not limited to, any sidewalk surface, curbing, drainage, vegetation, plantings, trees, shrubs or structures, disturbed, destroyed or damaged by contract activities or construction of the shelters, kiosks or other STAP Elements on City property. The City requires site restoration to its original condition, reasonable wear and tear excepted, within the reasonable number of days specified in the written notice. All remedial work will be undertaken expediently upon notice from the City. In the event the Contractor does not satisfactorily respond, the City may undertake and complete the remedial work with its own employees and/or independent contractors, and the Contractor will pay all actual costs or charges incurred by the City by reason of such work.

8.12. Ownership of Structures and Devices

The City has proposed an option of providing some or all of the capital to replace the existing CSFP inventory. Regardless of the capital participation of the Contractor, the City will own all STAP Elements from the day they are installed. Ownership of all STAP Elements will be the absolute property of the City, and the City will have every right, title and interest therein, free and clear of any liens, and any interest in Program Elements.

8.13. Sale of Advertising Space

The revenue generated from the placement of advertising on STAP Elements is crucial to the success of the program. Those revenues will allow for the replacement of the current street furniture inventory, some of which over 30-years old; the implementation of a digital network for the provision of real-time transit and other public information; and, the deployment of new Program Elements. The Contractor will be granted the right to sell advertising space on the STAP inventory as described in this RFP. The City of Los Angeles retains the rights to advertising space in the public realm on City-owned properties and public rights of way site improvements including in designated areas as specified in, but not limited to **Section 6.6 Exceptions and Exclusions** of this RFP. Subject to applicable California Law and except for the rights expressly granted to the Contractor, the City reserves the right to enter into other agreements to develop revenue from the use of its rights of way and street site improvements with naming rights, sponsorships, data services, advanced technologies, and other advertising programs. Other agreements that the City may enter into are not intended to diminish the sale of advertising space on the STAP inventory.

8.14. City-Sponsored and Public Service Advertising Requests

The City requires that the Contractor make advertising space available for City-sponsored public education and information campaigns. For that purpose, the City reserves the right to use five-percent (5%) of all advertising space/time without the need to compensate the Contractor. This set aside is not inclusive of the City's use of digital displays and devices for the delivery of real-time transit information. The amount of space/time to be used for the display of real-time information will be determined cooperatively.

8.15. Program Build Out and Expansion Plan

The City's map of existing street furniture inventory in the current CSFP can be accessed through this link:
https://lahub.maps.arcgis.com/apps/webappviewer/index.html?id=114922520e2e4713be75c4188028e205

In addition to the first-year replacement of up to 770 existing street furniture elements and the relocation of existing transit shelters through the Shelter Revitalization Program, the City expects to continue the replacement and explore repurposing of existing street furniture. The City will also identify locations for new Shelters and collaborate with the Contractor to identify potential locations for other Program Elements.

The Contractor will develop a Build Out and Expansion Plan that includes the following:

- A plan and schedule for the development and replacement of existing street furniture during Contract Years 2 through 5.
- A plan and schedule for the Shelter Revitalization Program during Contract Years 2 through 5.

The plan will include 1) the types and sizes of the digital displays, the locations where the displays are proposed to be installed, and whether they will be advertising or non-advertising units; 2) an installation plan for each location describing what considerations will be made to minimize disruption to transit riders and pedestrians, and what services will be required of the City to achieve that schedule.

8.16. Smart Technology/Digital Infrastructure

An important part of the City of Los Angeles' vision for STAP is to use the program's elements as part of the City's digital infrastructure. STAP Elements will both create, use and exchange data as part of their function. Further, the physical structures and devices, sensors, fiber optic cabling and networked systems, software and system protocols can and will contribute to the City's digital infrastructure plan as developed by ITA. Benches can be powering stations for wireless devices; smart trash bins can report when they are full; digital displays can count pedestrian and vehicular movements and even monitor air quality. Responsive street furniture can also adapt to the needs of seniors and persons with disabilities. The City encourages respondents to include smart technologies that support the City's digital infrastructure in STAP. STAP Program Elements should be capable of housing small-cell towers and network devices to support 5G cellular service.

The City understands from its evaluation of the programs of other cities that have deployed these smart technologies that there is cost associated with each and that not all locations can sustain these technologies. To that end, the City will work with Los Angeles' ITA and the Contractor to develop a plan to utilize STAP to become a backbone of the City's connected future.

8.17. Data Collection, Data Ownership & Use of Location-Based Technology

Data that is collected through STAP Elements and programs will be the sole property of the City of Los Angeles. All data collected will be non-personally identifiable information in accordance with the provisions of the California Consumer Privacy Act 2018. The Contractor will hold secure and confidential, during and after the expiration of the Contract Term, all data requested by the City as well as any other non-personally identifiable data that may have been collected over the Contract Term. None of the data collected through the STAP will be made available to any person or entity without the prior written authorization by the City.

The Contractor will be granted the non-exclusive right to use non-personally identifiable data only for purposes of increasing STAP advertising revenues associated with the specific Program Elements operated under the Agreement.

The Contractor may propose opportunities to monetize the data collected from the elements, technologies and programs developed for STAP, with the City sharing in revenues from that monetization. All current and future uses of data must comply with the California Consumer Privacy Act (CCPA), the City's Digital Code of Ethics and the City of Los Angeles' Privacy Policy.

The City may allow the use of advertising through location-based technologies that can activate or display mobile content to the public within a defined radius, especially around major public attractions, such as museums and sports venues. The use of location-based technologies will only be authorized by the City on commercial basis if it is in compliance with the CCPA and the public has the means to opt-out of such advertising.

9. SITE SELECTION AND PERMITTING

The placement of STAP Elements in the public realm will be guided by the City's goals for the program; recommendations of the Los Angeles City Council, the criteria listed below, as well as requests from the public, private landowners and developers.

The City's vision to provide shelter, shade, safety and comfort to transit riders, the users of active transportation and pedestrians is the most important goal of STAP. The City recognizes the importance of placing Program Elements where their advertising space can generate the most revenue, however, this is secondary to the need to provide shelter, shade, safety and comfort to transit riders. The conditions of the pandemic have proven that well-designed and functional street furniture can transform a city's sidewalks into welcoming and safe spaces, which improves the quality of life and has the potential to boost advertiser participation in STAP.

The City intends to prioritize, select and designate locations for new and relocated transit shelters based upon the criteria below to ensure their equitable distribution while working towards the City Council's goal of 75% of transit riders in each Council District boarding transit service where there is a shelter. The criteria for siting shelters is as follows:

- High transit ridership
- Exposure to heat (heat data from the Trust for Public Land)
- Metro's Equity Focus Communities* (based upon minority populations, low-income households, and zero-vehicle households)
- Proximity to trip generators, key destinations, service facilities, and "low frequency" bus routes that indicate long wait times (per Metro Next Gen Study Tier4)

- Specific site conditions, especially the ability to receive relocated or new STAP Shelters

Transit stops will initially be prioritized and ranked citywide based on the above criteria. Following the assignment of priority rankings on a citywide basis, the ranked bus stops will be reviewed in relation to Council District boundaries with the goal of deploying shelters at the highest ranked locations within each Council District to achieve the goal of 75% of transit riders in each Council District boarding transit service where there is a shelter. Once the 75% goal is achieved, additional shelter sites will be selected based upon the remaining highest rank prioritized locations citywide.

The Siting Criteria for STAP Elements is as follows:

1. Shelters and other structures or devices that provide shelter, shade, safety and comfort shall be staged according to the priorities noted above in locations that are serviced by transit, serve as hubs for shared mobility and active transportation and are places where pedestrians congregate. Other Program Elements can be placed to serve advertiser demand when space and inventory allow through a collaborative site selection process.
2. The placement of STAP Elements will be coordinated with light poles, electrical boxes, electric vehicle charging stations, bicycle and scooter sharing stations and other public amenities. Refer to **Appendix A Transit Shelter Placement Guidelines** for specific detail.
3. All STAP Elements shall be installed to provide a clear longitudinal path of travel that is a preferred minimum of five (5) feet wide for pedestrian circulation. Placement of STAP Elements must maintain minimum distance requirements from bus stops, rail station entrances, building/property ingress/egress points, fire hydrants, stand pipes, building fire safety equipment, vaults, subgrade utilities and related structures, power outlets, utility/street light/traffic signal poles, utility cabinets/above ground facilities, signs/sign posts, street trees and tree wells, landscaped planters and/or parkways, driveways, access ramps, pre-permitted sidewalk dining, permitted street furniture, and permitted street vending sites.
4. The placement of STAP Elements in the public realm may not interfere with pedestrian or motorist sight lines required for traffic safety.
5. STAP Elements must be properly sited in compliance with the ADA, PROWAG, and Title VI of the Civil Rights Act, as well as all state and local codes and ordinances. Program Elements that serve the primary function of advertising revenue generation may be excepted.
6. All STAP Elements shall be distributed as evenly as possible through-out all City Council Districts. Program Elements that serve the primary function of advertising revenue generation may be excepted.

The Contractor will work collaboratively with the City on the selection of the sites for STAP Elements. The Contractor will offer a list of proposed locations for STAP Elements with advertising space in order to maximize the value of that space to advertisers. The City Council retains the right to reject proposed locations and to suggest alternate locations. The final determination of the location of STAP Elements will rest with the Board of Public Works.

9.1. Compliance with Codes

The Contractor will comply with all applicable Building, Plumbing and Electrical Codes of the City of Los Angeles and other Public R/W specific adopted policies and standards, obtaining the required permits and approvals for the appropriate city agency and paying the required fees. The Contractor will employ only California State licensed general contractors, electricians, plumbers, and other building trade professionals for the installation, repair or removal of STAP Elements.

9.2. Utility Coordination and Metering

All subsurface utility work associated with the installation of STAP Elements or the removal of existing Program Elements must be coordinated with the Department of Water and Power, the exclusive provider of electrical power and water service to the current program, and other utilities that may be in the City's rights of way. Coordination, as well as the possible relocation of electric, water, fiber optic or other communication service, gas, petroleum, railway, stormwater, or wastewater infrastructure, is the sole responsibility of the Contractor.

The City requires that all STAP Program Elements that require electricity have separate meters so that the cost of powering the new program devices, especially the digital displays, can be tracked by device with the cost of electricity being paid by the Contractor. Any water service required by STAP Elements will similarly have its own water meter to track and determine actual water usage.

9.3. Site Plans

The Contractor will be required to develop site plans and to submit those plans to the City for all STAP Elements prior to their installation. Multiple site plans may be submitted for City review at one time; however, individual site plans are required for each and every location for inclusion in the City's Asset Management Plan and StreetsLA's ESRI Graphic Information System (GIS) map of all STAP Elements.

Fully dimensional site plans in no less than engineering 1" = 20' scale (with engineering 1" = 10' scale being preferred) must be submitted for the City's review including the following:

- City Right of Way and Private Property Lines
- Setbacks or clearances from all utilities, stand pipes, driveways and existing structures, including building or other frontage
- A description including the type, size and number of Program Elements
- The location of the STAP Elements using USGS topographic location maps
- Compliance with required ADA, ADAS, PROWAG and other requirements
- The sources of power and connectivity proposed for the location
- All current or pending permits required for the location's development

9.4. Permitting

The Contractor will perform all necessary services on behalf of the City of Los Angeles including obtaining all necessary permits and approvals required to install, operate and maintain all elements of STAP. All permits will be obtained in the name of the City of Los Angeles. All necessary permits will be obtained prior to the installation of new Program Elements and the removal and relocation of existing inventory. Further, the Contractor will be required to obtain all necessary authorizations or approvals to utilize easements, conduits, poles or private property necessary to operate STAP.

Placement of Program Elements within City boundaries that are on State Highways or areas within the jurisdiction of the California Coastal Commission are subject to State regulations and permits. The Contractor is responsible for securing the required permits. The City will provide assistance to the Contractor in obtaining permission and any permits required to install STAP Elements. The majority of the existing inventory is not located on parts of the Interstate Highway system controlled by Caltrans or in areas under the jurisdiction of the California Coastal Commission.

10. MAINTENANCE

The Contractor will be responsible for the maintenance of all STAP Elements to the requirements of the City. Those responsibilities include, but are not limited to, inspecting the physical appearance and structural integrity of all Program Elements; removing graffiti, tags, stickers and etchings; and, performing regular and deep cleaning of shelters, kiosks and displays. The maintenance responsibility of the Contractor includes the removal of trash from trash receptacles that may be part of the program; trash in and on Program Elements and within a ten-foot circumference around each of the Program Elements.

As STAP will have a strong reliance on digital displays to achieve its goals, all of those devices will be maintained by the Contractor by wiping down or air-dusting debris from electrical connections as well as screens. Digital displays must be maintained in working order to deliver real time and public information; however, they must also be maintained to ensure that the advertising space is clean and attractive to advertisers.

All maintenance activities will be reported into the StreetsLA Asset Management System to ensure that the Program's Elements are maintained to their useful lives according to preventative and regular scheduled maintenance specified by the Original Equipment Manufacturers (OEM). While many of the technologies that will be deployed in STAP are self-reporting and monitoring, regular physical inspection is required based upon the anticipated heavy use of STAP Elements.

The schedule proposed below for preventative, regular and emergency maintenance is based upon historical data, public comments and complaints, calls received through the City's 311 Center, and crowd-sourced information.

10.1. Proposed STAP Maintenance Schedule

Type of Maintenance	Description	Frequency	% of Total Inventory per Frequency
Preventative	Replacement of worn structural elements; OEM recommended maintenance of digital displays	Weekly	10%
Regular	Removal of graffiti, stickers and tags; Replacement of broken structural elements; Cleaning of digital displays; Removal of litter and debris	Weekly	100%
Hot Spots	All Preventative and Regular	Minimum of 3 times per week	Based upon need
Deep Cleaning	Power washing to pads and Program Elements; Painting or repairs to structural damage; Removal and refurbishment of Program Elements	Rotating schedule • quarterly for power washing; additional power washing at specific locations as needed • bi-annually or as needed for painting & all other repairs	Power washing: 100% Painting & all other repairs: 50%
Emergency	Replacement of broken glass; Damaged structures, broken digital displays; Safely secure and/or restrict access to furniture that cannot be repaired immediately to minimize liability concerns.	Upon notification and no later than 24hrs after notification	100%

The Contractor must conduct and respond to maintenance for the STAP Elements to ensure that they are in optimal condition at all times. The City will impose liquidated damages upon the Contractor if maintenance is not performed to the required schedule. Those damages would be charged as follows:

Preventative Maintenance	$100 per incident
Regular Maintenance	$250 per incident
Hot Spot Maintenance	$500 per incident
Deep Cleaning	$500 per incident
Emergency Maintenance	$1,000 per incident

StreetsLA will bill the Contractor directly for liquidated damages with payment of the fines required withing 10 days of receipt. In the event the Contractor fails to respond within a required response time, the City will double the rate of liquidated damages for a second notice. If a third notice must be issued, this will be grounds for Contract Termination.

11. ADVERTISING GUIDELINES

The City's STAP has the goals of providing shelter, shade, safety and comfort for transit riders and pedestrians. Based upon the performance of the current Coordinated Street Furniture Program, the City is aware of the importance of STAP Elements to advertisers and the importance of the advertising revenue that will finance the design, manufacture and maintenance of existing and new Shelters and Program Elements.

The STAP will expand the opportunities for advertisers in the public right of way with digital displays and other new technologies that will enhance the experience for riders of transit as well as pedestrians. These new Program Elements require a definitive, workable and responsible process for the review of advertising content that will be displayed on the STAP inventory.

The City is committed to sustainability and LA's Green New Deal Plan. The Contractor will utilize recyclable materials in the production of advertising materials and displays; achieve energy efficiency with the use of low-draw power strategies and renewable energy when possible.

11.1. City of Los Angeles's Advertising Policy

The purpose of this advertising policy is to control the content of advertising placed on City-administered rights of way, structures, facilities and rolling stock to ensure that subject matter is aligned with the standards of the community. Advertising will be accepted for commercial purposes only, that is advertising that promotes the sale of goods and services or events promoting goods and services. The City of Los Angeles' acceptance of advertising in the public realm is not intended to create a public forum, but rather to make use of its assets held in a proprietary capacity in order to generate advertising revenue, therefore, only advertisements that propose a commercial transaction will be allowed.

The City will not allow the placement of advertising promoting non-commercial purposes except for government or other sanctioned programs and services. Advertising intended to advocate or oppose social policies, religious discourses, political candidates and issues will be not allowed.

The City's **draft Advertising Policy** attached as **Appendix B**.

11.2. Review of Advertising Content

The Contractor will be responsible for the content of all advertising to be displayed and will use sound business judgment in accepting advertising content for posting. The Contractor will have the right to reject any objectionable advertising, especially if said advertisement will have a detrimental impact on the sale of advertising and the value of the STAP and other City advertising programs. Potentially objectionable advertising will be submitted for review to StreetsLA and may require changes in copy, visuals or other materials so that the advertisement is acceptable to community standards. The City retains the right to reject any advertising subject to the terms of its Advertising Policy.

The STAP will require a digital signage content management system that allows for the customization, scheduling, monitoring, and deployment of content across STAP's network of digital displays and devices.

The Content Management System (CMS) will be an important point of applying the STAP Advertising Guidelines. StreetsLA will have secure access to the CMS for purposes of accessing the program's dashboard of STAP performance and to review advertising content that may not meet program guidelines.

11.3. Removal of Objectionable Content

The Contractor will remove any advertising that StreetsLA determines to be objectionable or conflicts with the City of Los Angeles' Advertising Policy. Removal will take place as soon as possible, but no later than 24 hours from the time of notification to the Contractor.

The Contractor will hold the City harmless from all litigation regarding its sale of advertising and its determination of the acceptability of advertising content. The City will hold the Contractor harmless from litigation resulting from its direction to the Contractor to reject advertising because of objectionable content.

11.4. Advertising Sustainability

The City requires the use of sustainable materials in the manufacture of STAP Elements. The production of static advertising will also be subject to the use of sustainable, recyclable and biodegradable materials. The Contractor should limit the elements purchased for use in STAP to those that are the most sustainable with the highest energy efficiency ratings, such as those with an ENERGY STAR rating, as well as the lowest global warming potential, such as high recycled content steel. The criteria for selection of structures and devices will require minimum power supply efficiency, self-monitoring and reporting allowing for remote device management as well as maximum and minimum display brightness controls.

The Contractor will present an annual report of program energy and water usage for the purpose of reducing consumption over the Contract Term. The Contractor will utilize strategies that minimize energy and water consumption; regulate brightness settings on digital displays to time of day, weather conditions, the nearness of those displays to residences; and, use renewable energy or other alternative energy sources.

The Load Serving Entity that provides STAP's power is the Los Angeles Department of Water and Power (LADWP). The Contractor will explore and utilize all incentive opportunities offered by LADWP to minimize power load requirements.

12. ADVERTISING SALES

Los Angeles County contributes 3.8% of the United States' Gross Domestic Product (GDP) with $710.9 billion in output for 2018; the largest of any county in the nation.[7] Based upon this data, STAP is well positioned to be one of the most valuable out of home advertising programs of its kind in the world.

The City of Los Angeles has developed the STAP as an ambitious plan to be developed jointly with a business partner that is innovative, flexible, and, mostly importantly, experienced in the sales of out of home media. The COVID-19 pandemic has impacted the sales of all forms of advertising, so the City's business partner must be creative and ambitious as the economy begins a slow return to normalcy. The City has accommodated the reality of the current

[7] US Dept. of Commerce, Bureau of Economic Analysis, Local Area GDP 2018

economic context in this RFP by proposing participation in the capital commitment necessary to renew the inventory, and by removing the minimum annual guarantee in return for a higher revenue share allowing for both partners to equitably share risk and reward.

Revenue generated from advertising space on the STAP Elements supports the maintenance of Program Elements, the optional Automated Public Toilets that may be a part of the STAP or a stand-alone program, City costs to administer the STAP and contributes to both the City's Street Furniture Revenue and General Funds. Expanding the use of digital displays will increase program revenues as will the use of STAP as a 'backbone' of the City's digital infrastructure. The City anticipates that its STAP partner will create a robust mix of national, regional and local advertisers in multiple advertiser categories. The City's partner should also embrace the programmatic sale of the STAP's digital assets through automated buying, selling and delivery of advertising space. In particular, Programmatic Self-Service exchanges that would allow smaller advertisers to purchase advertising on STAP shelters and kiosks in their neighborhoods. This would expand the advertiser base and create opportunities and deliver value to small, local merchants in Los Angeles neighborhoods.

Through the addition of digital displays, allowing experiential, place-based and data-driven marketing, the STAP is expected to generate increasing revenue over the Contract Term. By creating an attractive environment for transit riders, those that use active transportation and micro-mobility, the STAP will be attractive to advertisers who want to build genuine equity in their brands.

12.1. Business Plan

The purpose of the Business Plan is to detail how the Contractor will accomplish the required program administration, maintenance, billing, reporting, and coordination activities detailed in this RFP. The selected Contractor will provide the City with a Business Plan that details how the day-to-day operations of the STAP will be managed. At a minimum, the Business Plan will be updated annually.

The Business Plan will include an organizational chart of all Project Team members and identify the Project Manager and other key personnel. The City will retain the right of refusal of the Project Manager and any other member of the Project Team. The Business Plan will provide detail on how the Contractor's posting, installation, restoration, maintenance and operational activities will be accomplished without interfering with public activities in the City's rights-of-way. The City will grant to the Contractor, subject to the City's rules, the right of its authorized, properly-trained and identified representatives to enter into and on the City's Public R/W for the purpose of inspecting, installing and maintaining advertising structures and displays and for staging experiential advertising events. The Contractor's employees working on or in the vicinity of any Program Element and/or any utilities connected thereto must wear and properly use safety gear, including appropriate clothing, hardhats, protective eyewear, vests and tools at all times. The City will provide City Contractor Identification Cards to those employees or representatives that require access to the City's rights of ways and facilities. The City Contractor Identification Card is issued for identification purposes only and is not valid for payment of fares on transit services, parking fees, or entry into any secured City facility.

All work will conform with all current safety practices, including, but not limited to those of the Occupational Safety and Health Administration, Federal Transit and Federal Railroad Administrations, and, Cal/OSHA occupational safety and health regulations. The Business Plan should describe the safety-training program that would be deployed to ensure that

employees working on City R/W received the required safety training. The activities associated with the installation of new STAP Elements will not foul or disrupt rights of way, bus stops, stations and hubs. When required by the City, these installations will deploy flagmen and/or LADOT Traffic Control Officers. At no time will an installation of new STAP Elements be undertaken without prior notice to the City.

The Business Plan will include a schedule for the maintenance of the STAP inventory in accordance with the schedule mandated by the City (See 10.1 Proposed STAP Maintenance Schedule). The Contractor will be required to post a monthly report of maintenance activities into the City's Asset Management Reporting System. When possible, the City recommends the use of mobile asset management using wireless devices. Those devices may be secured devices provided by the City or allowing Contractor employees or subcontractors to BYOD (bring your own devices) for reporting. The Contractor may use its own maintenance reporting system and devices; however, all reports must be entered into the City's Asset Management System.

The Contractor may deploy smart devices and technologies that are self-monitoring and reporting, separate or part of the inventory to be provided under the capital funding scenarios. StreetsLA has an existing Asset Management Program that will be used to ensure that all STAP Elements are managed to their useful lives according to federal and City asset management requirements. The importance that the City has placed on converting static displays to digital raises the importance of monitoring the digital elements of the inventory to ensure they are in working order to maximize revenues and to deliver real-time and other public information.

At a minimum, the tracking and control reports should include the following:

INVENTORY TRACKING AND CONTROL			
Data	Details	Format	Frequency
All inventory by location, type (digital, static, etc.), size	Includes location characteristics: - geographic location - audience (rider, pedestrian, motorist) Utility cost per device and per location Traffic Audit Bureau Circulation Data (Available by Subscription or the Contractor would be required to buy the subscription)	Plotted on StreetsLA GIS/Asset Management Plan Digital image of each device Detailed maps of each location (station, transit center or hub, ROW or space on shelter, kiosk, etc.)	Real Time
Posting/display schedules	By location and device	Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA with function to download in multiple formats including Microsoft Excel; Ability to review content prior to posting	Monthly or as needed for content review
Inventory availability Occupancy rates	By location and device	Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA with function to download in multiple formats including Microsoft Excel	Weekly Monthly
Maintenance schedules	Records of maintenance activities	Entered into the StreetsLA Asset Management Program	Real Time
Sales contracts	By location, device, rate, and term Commissions paid to advertising/media placement agencies	Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA to review records and contract documents; Function to download in multiple formats including Microsoft Excel	Monthly
Revenue	By location and device	Cloud architecture possible; Single tenant implementation; Secure access provided to StreetsLA to review records; Function to download in multiple formats including Microsoft Excel	Monthly
Accounts	By advertiser - Billings - Payments - Aging accounts - Reconcile buy periods with posting/display schedules		

Throughout the Contract Term and for a minimum of five years after the agreement ends, the Contractor will maintain complete and accurate records of the operation of the STAP including all accounts of sales, revenue collection and payments due the City.

The City will always have the ability to inspect and oversee the business of the Contractor including access to all documents, records, data and other information related to or affecting the Contractor's obligations under the Agreement. The Contractor retains the right to assert that confidential or proprietary information contained in these documents should not be disclosed by the City. The City's oversight includes the right to inspect the installation, maintenance, removal and/or restoration of the STAP inventory and the City's rights of way used for the STAP.

12.2. Sales Plan

The purpose of the Sales Plan is to drive the achievement of maximizing revenues from national, regional and local sales, as well as expanding the categories of advertisers beyond those currently buying advertising on the existing street furniture. The Sales Plan must include a listing of all established rates at which the advertising space is sold. At a minimum, the Sales Plan will be updated annually. The Sales Plan must detail how the Contractor intends to achieve the following:

- Maximizing sales increasing total gross revenue
- Maintaining occupancy rates at a minimum of 80% of the available advertising inventory
- Diversifying the categories of advertisers to include technology, entertainment, financial services, insurance, healthcare, education, wireless, consumer product, automotive, pharmaceuticals and online commerce industries
- Increasing sales to multicultural advertisers in recognition that Los Angeles is a minority-majority city
- Selling the STAP space at rates that are comparable and competitive to those of other media in the Los Angeles DMA
- Developing supplemental sales through establishing programmatic online sales of STAP advertising space
- Developing methods to allow small, local merchants to buy STAP in their neighborhoods through a self-service exchange or Demand Side Platform
- Demonstrating experiential advertising and other innovative forms of advertising that would increase revenue and the value of the STAP

The Sales Plan must demonstrate how the Contractor will maximize revenues through achievement of a reasonable mix of national, regional and local sales. The Sales Plan will designate who will have primary responsibility for these sales, whether the Contractor's own staff or through third parties. An organizational chart of the Contractor's staff and/or subcontractors handling sales will be provided in the Sales Plan. At no time will the STAP's advertising space be sold by any organization other than the selected Contractor without the prior approval of the City.

The increasing amount of out of home advertising being sold through automated buying and selling makes the inclusion of programmatic selling of STAP advertising space an important part of the Contractor's Sales Plan. The City believes that programmatic sales will simplify the buying of STAP space and thereby increase revenue. The role that out of home

advertising plays in support of online, mobile and video advertising makes programmatic selling a logical part of the STAP.

The STAP will serve a large and diverse audience. While the focus of the program is to provide shelter, shade, safety and comfort to those who live in, work in and visit the City of Los Angeles, the city is one of the most popular tourist destinations in the world with more than 50 million annual visitors.[8] The Contractor's Sales Plan should include specific strategies to sell to advertisers on the STAP's ability to deliver viewership to multiple populations. Through the addition of digital, the STAP will allow for place-based and audience-based advertising which will also increase program revenues. The Contractor must offer a Sales Plan that will raise advertiser awareness to these opportunities that the STAP will offer.

Creative selling propositions that benefit the City, should be presented in advance for the City's consideration. Experiential advertising that enables consumers to experience a brand through sampling, events, guerilla marketing or retail opportunities would be such a proposition. Using the STAP's digital network to present live news content would also be the types of innovation that would raise revenue while delivering useful content to the public. The Sales Plan should detail how these methods of advertising can be executed without interfering with the use of STAP Elements by transit, active and shared transportation users and pedestrians.

If the Contractor operates other out of home advertising inventory in the Los Angeles Market, STAP space can be sold as part of citywide 'domination' packages; however, at no time would the City allow STAP space to be used as bonus or over posting or barter for primary buys on other forms of out of home advertising.

The Contractor must provide quarterly reports detailing all contracts and billing collection activity. These reports will be provided through the CMS.

The Contractor will provide copies of all advertising sales contracts prior to their effective date. The contracts should detail the value of advertising purchased including the location and duration of the buy. Data relating to sales and billings must be provided in electronic form with copies presented in a sortable spreadsheet file format or posted via the methods previously outlined in this section.

The Contractor, as part of the Sales Plan, must provide an acceptable procedure for removing dated materials at the end of each advertising contract term. The City mandates that all dated materials should be removed within ten (10) days of the end of an advertising contract. All dated static advertising materials will be removed from the City's rights of way and facilities premises and disposed of properly in accordance with environmental laws.

12.3. Establishing Rates, Contract Terms and Rate Card Review

The Contractor will establish national, regional and local rates for the sale of STAP advertising space. The Contractor will provide these rates in its Sales Plan and explain any premium charges or discounts that are part of its selling strategies. The suggested term for the length of advertising buys/contracts should also be rationalized for the changing STAP inventory, especially with the inclusion of digital displays.

From its experience over the past 20 years with the current street furniture program, the City understands the competitive nature of the sales of out of home advertising. As a result, the

[8] Los Angeles 2018 Tourism Quick Facts, LA Tourism & Convention Board

City wishes to maximize revenues and the value of its STAP assets over the term of the new Agreement. Those goals can only be realized by consistently selling the inventory at rates that are competitive with other media and keeping the advertising space occupied as much as possible. The term of the contracts negotiated by the Contractor should develop and sustain relationships with advertisers for the long-term.

The City will review the Contractor's rates on an annual basis to determine the appropriateness of those rates in relation to other Los Angeles DMA media, especially other forms of out of home advertising. Any change in proposed rate card rates will be presented to the City for review and approval ninety (90) days prior to such requested change.

12.4. Barter, Over-Posting, Bonusing and Removal of Data Materials

The City will not allow the use of STAP advertising space for barter that benefits the Contractor without the City receiving compensation for the value of the advertising space bartered. All barter transactions will be accounted for in the reports provided to the City. Each barter agreement will be presented to the City for its approval in advance and will be reported as a sales agreement for purposes of reporting.

Maintaining a clean and well-kept environment for those using the elements of the STAP is of paramount importance to the City. Since empty advertising displays diminish the appearance of STAP Elements as well as sales of the space, the practice of over posting on STAP Elements is allowable to no more than 10% of the total inventory in the Agreement resulting from this RFP. Over-posted advertising must remain in "like-new" condition. The Contractor will report quarterly on the rate of over-posting in conjunction with its reporting on occupancy rates. The City restricts the practice of bonusing advertising space as this practice results in reduced revenues to the City and erodes the value of the STAP's advertising space. The Contractor will also limit bonusing to no more than 10% of the purchased space.

The City may use any other unsold space for its own messages or for co-promotional purposes. The City will also allow the use of unsold space for the purpose of promoting STAP advertising opportunities.

12.5. Public Service Advertising and Public Service Fees

The Contractor will establish a public service advertising rate that will be charged for qualifying, certified not-for-profit organizations and will provide space for public service advertisers on a preemptive basis. The City has created a list of designated not-for-profit organizations eligible to use STAP space. Public service advertising will only be accommodated when there is unsold space available. The Contractor may charge a reasonable rate for the labor required to produce and install public service advertising, including the cost of posting and scheduling advertising into the Content Management System.

The Contractor will manage public service advertising partnerships for the City. Public service advertising requests will be presented to the City for approval prior to any formal agreement. The Contractor will maintain a database in the CMS of all public service advertising posted on the STAP for the purpose of ensuring that the space is granted on an equitable basis to as many eligible organizations as possible.

The fees received for any required production and placement of public service advertising will be identified in the sales activity reports provided to the City. That statement will include a listing of all the public service advertising posted during each reporting period.

12.6. Cooperative Promotions and City's Retained Rights

The City reserves the right to require the Contractor to develop cooperative promotions that market the services of the City of Los Angeles or promote the image of the City of Los Angeles or the culture and history of its communities and neighborhoods. The City reserves the right to use five percent (5%) of the unsold STAP advertising inventory for this purpose without the need to compensate the Contractor. In situations when the City requires more than the 5% set aside, the Contractor will receive compensation for the value of the advertising space that is used by the City at the prevailing public service advertising rate. This set aside is specific to the promotion of City services and the image of the City and is NOT inclusive of the City's use of all digital display units for the delivery of real-time transit, health, safety and public information.

The City retains the right to display transit rider, active transportation user, shared mobility participant and pedestrian information on all of the STAP inventory. The Contractor will make space available for this purpose on all digital and static advertising formats. The amount of space dedicated to this purpose will be determined cooperatively.

The City grants the Contractor the right to the advertising space on STAP Elements. Other methods of selling STAP advertising, such as experiential advertising or other advertising concepts developed by the Contractor, must receive the prior approval of the City. In all circumstances, revenues will be shared with the City at the same levels detailed in the Agreement resulting from this RFP.

12.7. Data Ownership and Monetization

No personally identifiable data will be collected under the STAP. Non-personally identifiable data that is collected through STAP structures, devices, technologies, is the exclusive property of the City. The primary purpose for the collection of non-personally identifiable data is to improve City services. None of the data collected under the STAP will be made available to any Third-Party without the approval of the City. The Contractor will be granted the non-exclusive right to use the STAP data for purposes of increasing advertising revenues specifically for the STAP through programmatic and other forms of sales. The Contractor may propose opportunities to monetize the data collected through the STAP, with the City sharing in revenues from that monetization.

13. DISCLOSURES

The City will require the Contractor to disclose sufficient information about its business practices to enable the City to better understand how the Contractor will achieve the financial requirements of STAP.

13.1. Ownership of Other Advertising Structures in the City of Los Angeles

The Contractor will be required to provide the City with a comprehensive inventory of the other out of home advertising structures, devices and programs that the Contractor may operate within the geographic limits of the City of Los Angeles.

13.2. Revenue and Payment Terms

The Contractor will pay the City the required first year, one-time payment of $6 million (US) on or before March 31, 2022. In addition to that payment, the Contractor will pay the City the agreed upon percentage share of revenue in quarterly installments based upon a schedule

of revenue reconciliation. The basis of the payment will be revenue received for the previous months' sales of inventory. Revenue will be calculated based upon gross revenue minus commissions, paid only to recognized advertising and media placement agencies, that are limited to no more than 17% of the total value of the advertising buy.

Quarterly revenue reports, including revenues due to the City must be available through the CMS. Quarterly payments will be made to the City by electronic funds transfer no later than the tenth (10^{th}) day of the succeeding month. Late payments made after that date will incur a late payment charge of 5% of the amount due per day.

Copies of all advertising contracts will be furnished to the City monthly for its review to validate the amounts made; to verify the amount of commissions paid and to memorialize discounts, bonuses or over-posting provided to advertisers. All reports will be made available to the City online through electronic formats.

The Contractor will make every effort to collect all amounts due for the sales of the STAP inventory. Bad debts will be kept to no more than 2% of total gross revenues billed in one year. Amounts over that percentage will be the responsibility of the Contractor and due to the City.

13.3. Minimum Annual Guarantee

The City is not requiring the payment of a minimum annual guarantee. The City is requiring the payment of a one-time payment of $6 million. Potential Respondents may propose payment of minimum annual guarantees and/or a revenue share; however, those payments must be proportionate to the Respondent's capital proposal.

13.4. Revenue Share

The Respondent should develop a revenue share proposal that considers capital commitments by the City as well as the Respondent, the Respondent's cost of maintaining the STAP inventory and its cost of marketing the advertising space. The goals of the STAP are not all associated with revenues however achievement of those goals is very much dependent upon generating sufficient revenues.

13.5. True-Up Process

Should the Respondent propose a minimum annual guarantee as well as revenue share, a true-up process will be required to determine the difference due the City between the minimum annual guarantee and the share of gross revenue. That true-up process should happen on a quarterly basis with the payment to the City. The City understands that the billing and payment process may not accommodate the quarterly cycle as a result there will be one annual true-up to determine if the Contractor paid the full amount owed to the City. If it is determined through the annual true-up that the Contractor did not pay the full amount owed to the City, the City will invoice the Contractor for the true- up amount which must be paid to the City by electronic funds transfer within 10 working days of receipt of the invoice.

13.6. Financial Audit

The Contractor will maintain and require its subcontractors to maintain, in accordance with generally accepted accounting principles, books, records, and other compilations of data pertaining to the Contractor's services, delivery of materials, and other items in such detail as to substantiate claims for payment or for collections on behalf of the City under this Contract. Upon seven (7) days written notice, the City or designated representative (including an

independent auditing firm) will have the right to examine and audit all data and records of the Contractor relating to its performance under the contract that results from this RFP. The Contractor will make available its Project Manager, financial staff as well as all records and data maintained by the Contractor for the purposes of performing a financial performance audit.

The Contractor will maintain all books, records, accounts and reports required under the contract that results from this RFP for a period of at not less than five (5) years after the end of the Contract Term, except in the event of litigation or settlement of claims arising from the performance of this contract until the disposition of all such litigation, appeals, claims or exceptions related thereto.

The Contractor being bound by all applicable state and federal regulations expressly agrees to hold the City harmless against all audit exceptions or denials of reimbursement arising from a Contractor violation of the terms and conditions of state and federal laws. The Contractor will make restitution to the City of such amounts of money as are withheld from the City by state, federal, county, or local agencies or organizations due to Contractor noncompliance with applicable state and federal law. Restitution will be made no later than thirty (30) days after receipt of notification from the City of the amount due the City.

14. REQUIRED COMPLIANCE

The Contractor will manage its responsibilities under STAP in compliance with all applicable federal, state and local laws and requirements. STAP will be operated in the public realm, visible to millions who will use the program's inventory of shelters and kiosks. Like all public contracts, the agreement that results from this RFP will be managed with full transparency to foster public confidence preserving its trust.

The Contractor will indemnify, protect, defend and hold harmless the City of Los Angeles, its officers, employees and consultants from all fines, penalties and liabilities imposed upon the City under any such laws, rules, and regulations by any public agency, authority or court having jurisdiction over the parties hereto when the imposition of same is attributable to the failure of the Contractor to keep fully informed and to comply with its obligations in this regard.

The City of Los Angeles regards compliance with federal, state and local regulations as a commitment not a challenge. Respondents should acknowledge their required compliance with these laws and regulations:

14.1. Highway Beautification Act

The act that regulates out of home advertising located along the National Highway System. Caltrans is responsible for outdoor advertising permitting and control along the Interstate and primary roadway systems in California. The Contractor must be aware of the requirements of the Act as some STAP Elements may be located along the National Highway System, however the City of Los Angeles permits all STAP locations

14.2. Americans with Disabilities Act

The Contractor will ensure that all STAP Elements are designed, manufactured, installed and managed in compliance with the Americans with Disabilities Act (ADA) of 1990, 42 USC 12132 (ADA) and the most recently adopted version of the United States Accessibility Board's Public Right-of-Way Accessibility Guidelines (PROWAG). The City of Los Angeles may provide further detailed guidance based upon the ADA standards for height clearance, open

floor space, wall opening space, bench/seat height, the height of rails from the ground, and path of travel requirements.

14.3. City of Los Angeles Public Right of Way Protocols

The City of Los Angeles developed its Public Right of Way Protocols to reduce traffic fatalities and to promote the use of transit and shared-ride travel to reduce congestion. The Contractor will become familiar with and assure that the desired outcome of the protocols is achieved with STAP.

14.4. Civil Rights Act of 1964

In particular, the Contractor will ensure that STAP Elements are distributed in an equitable manner according to Title VI of the Civil Rights Act and City of Los Angeles Policy. The City of Los Angeles will collaboratively work with the Contractor to achieve and equitable distribution of all STAP Elements.

14.5. Patriot Act Certification

The Contractor will warrant that neither the Contractor nor any subcontractors or joint venture partners is listed on any of the lists maintained by the Office of Foreign Assets Control of the US Department of the Treasury, the Bureau of Industry and Security of the US Department of Commerce. The requirements of this Act are particularly relevant to the design and manufacture of STAP Elements.

14.6. Compliance with Standard City Requirements

Respondents will be required to comply with the following provisions:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances
- Insurance Requirements
- Child Support Obligations
- Business Tax Registration Certificate
- Equal Benefits and First Source Hiring Ordinances
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Non-Collusion Affidavit
- City of Los Angeles Contract History
- Los Angeles Residence Information
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- City Contractor's Use of Criminal History for Consideration of Employment Applications
- Iran Contracting Act of 2010
- Business Inclusion Program and Local Business Preference Ordinances
- Contractor Responsibility Ordinance
- Disclosure of Border Wall Contracting Ordinance

The Contractor will keep fully informed and comply with these and other applicable federal, state, county and city laws, rules and regulations that may in any manner impact the performance of the Contractor's duties under the Agreement that results from this RFP.

14.7. City of Los Angeles Privacy Policy

The Contractor will comply with the City of Los Angeles Privacy Policy and Digital Code of Ethics in regard to the collection and use of personally identifiable information. Data collected under STAP is the sole property of the City of Los Angeles and will be used exclusively for the delivery and/or improvement of City services.

14.8. California Consumer Privacy Act

The California Consumer Privacy Act (CCPA) provides the public with greater control over the personal information that businesses collect from consumers. The Contractor will comply with the CCPA including having a process for receiving and responding to public requests about data that may be collected under STAP.

14.9. The City of Los Angeles' Advertising Policy

The City's Advertising Policy is intended to control the content of advertising placed on City-owned rights of way, structures, facilities and rolling stock to ensure that subject matter is aligned with the standards of the community. The City's **draft Advertising Policy** is attached as **Appendix B**.

15. CONTRACTOR PERFORMANCE EVALUATION

The City of Los Angeles will evaluate the performance of the Contractor on a regular basis to ensure compliance with the conditions of the agreement that results from this RFP. The Contractor will fulfill all of its obligations including satisfactory performance of all the services detailed in this RFP required to successfully manage the STAP.

By establishing performance criteria, the City seeks to create a strong working relationship with the Contractor by clearly identifying the performance criteria and by establishing protocols for City oversight and steps to cure unsatisfactory performance. The City believes that what gets measured through the performance evaluation process will be prioritized by the Contractor leading to a successful STAP.

15.1. Performance Criteria

Providing Shelter, Shade Safety and Comfort: As measured by maintaining a full inventory of shelters, kiosks and other devices as defined by the City, by working creatively to add shade in a wide range of high-heat locations in the public right of way, and the conversion of the highest performing inventory to digital.

Support the Expanding Use of Transit, Active Transportation and Shared Mobility: Through the provision of real-time information and the positioning of STAP Elements at locations to enhance the experience for the users of these services.

Foster Economic Activity: By deploying interactive, wayfinding kiosks into neighborhoods and by enabling neighborhood merchants the ability to conveniently buy advertising space on STAP.

Achieve Efficient and High-Quality Design and Sustainability: By incorporating thoughtful design that responds to user needs, creates efficiencies, and provides multiple benefits for all those who share the sidewalk, as well as marking Los Angeles as a City that is prioritizing the design of its public rights of way. To make STAP as sustainable as possible through the use of materials that conserve natural resources, reduce carbon footprint while optimizing the use of renewable energy resources and actively managing power draw.

Equitable Distribution of Program Elements: By allocating STAP Elements throughout the city in compliance with the City's distribution and siting criteria that supports equitable outcomes in underserved communities through access to Program Elements and complying with the provisions of all required standards and guidelines that promote access to Program Elements.

Conversion to Digital: To convert the highest performing existing inventory to digital to maximize STAP revenues by allowing the program to take advantage of location, time of day and audience-based advertising strategies, and, to deliver real-time information to transit users and the public.

Adaptive Use of Smart Technology: To deploy smart technologies in STAP that improve the user experience for those choosing to travel by shared or active methods and to support the City's build out of a comprehensive digital infrastructure.

To Maximize Revenues, Occupancy to Consistently Raise the Value of STAP: As measured by annual increases in advertising revenue, maintaining occupancy of advertising at 80% or above, annual reviewing the rates at which STAP advertising space is sold to ensure that those rates are competitive with those of other forms of media sold in the Los Angeles Market for the purpose of continually raising the value of STAP to advertisers and the taxpayers of the City of Los Angeles.

Collaboration with the City: The City considers the Contractor to be a trusted business partner. To that end, the City and the Contractor will be responsive to each other needs and collaborate to resolve program issues.

15.2. City Oversight

The City will always have the right to inspect and oversee the business of the Contractor including access to all documents, records, data and other information related to or affecting the Contractor's obligations under the Agreement. The Contractor retains the right to assert that confidential or proprietary information contained in these documents should not be disclosed by the City to Third Parties. The City's oversight will include the inspection, installation, maintenance, removal and restoration of the STAP inventory and City rights of way.

15.3. Contractor Compliance

In addition to the required compliance with federal, state and local laws and requirements, the Contractor will keep fully informed and will comply with any changes to these applicable laws and requirements. Contractor adherence to the advertising guidelines, annual physical and financial audits, permitting requirements, site selection, reporting program performance thoroughly and on schedule, maintaining/upgrading the program inventory and complying with other City requests are significant measures of Contractor compliance.

15.4. Discrepancies

If any discrepancies or inconsistencies arise from changes to laws, ordinances or regulations that impact STAP and the agreement; the City or the Contractor will make the other party aware of the difference. The parties will address such discrepancies by amending the agreement that results from this RFP.

15.5. Unsatisfactory Performance

The City will solely determine whether the Contractor's performance is satisfactory or unsatisfactory based upon the achievement of the STAP Performance Criteria. During the course of its oversight of the Contractor's activities, the City may identify unsatisfactory performance in writing to the Contractor via email or letter. The Contractor will be required to take all action necessary to comply with the City's unsatisfactory performance notice and suggested corrective steps within a reasonable amount of time, with an initial response within not less than 24 hours and an effective cure or remediation plan in not less than seven days maximum, except for actions to repair or replace damaged STAP Elements or the replacement of project personnel which will be done immediately upon notification. Should the Contractor not take the City's suggested actions within the allotted time, the City has the right to complete the corrective actions itself or to hire a Third-Party to perform those actions with the cost of those actions being charged to the Contractor.

15.6. Damage to City Property

Damages may include all losses, liabilities, expenses including the cost of staff or Third Parties and attorney's fees. The Contractor at its sole cost and expense, will restore or replace all City of Los Angeles property including, but not limited to, any road surface, curbing, drainage, vegetation, plantings, trees, shrubs or structures, disturbed, destroyed or damaged by Contractor's activities or construction of STAP Elements on City rights of way to their original condition, reasonable wear and tear excepted, within the reasonable number of days specified in the City's notice. If all remedial work is not undertaken and completed within ninety (90) days from the date specified, the City may, on ten (10) days written notice to the Contractor, undertake and complete the remedial work with its own employees and/or independent contractors, with the Contractor paying the actual costs incurred by the City. This will not apply to any trees, shrubs and plantings of any kind that were intentionally removed in order to create or preserve access to the structure and clear visibility of its advertising content.

15.7. Contract Termination

The City may terminate this contract if the Contractor receives more than five unsatisfactory performance notices within one calendar year. The City may terminate the contract that results from this RFP if the Contractor fails to achieve any or all of the performance criteria or if the City takes or is forced to take action that would impede the ability of the Contractor to carry out its obligations under the resulting agreement.

16. END OF CONTRACT CONDITIONS

The City will establish these conditions to realize a seamless transfer of responsibilities at the expiration of the contract that results from this RFP. The Contractor will cooperate with the City to achieve an orderly and efficient transition to a new contract through the following activities.

16.1. Ownership of STAP Structures, Displays, Devices, Programs and Data

Ownership of all STAP structures, displays, devices, programs and data as well as the Content Management System to control the STAP network will become the absolute property of City upon installation. The value of any items purchased by the Contractor, dependent upon the final CAPEx shares, will be determined by their original value minus depreciation to determine their residual value. The City will pay the agreed upon depreciated value of those items purchased by the Contractor prior to the end of the Contract Term.

At 180 days prior to the end of the Agreement that results from this RFP, the City and the Contractor will meet to begin the process of verifying the STAP inventory using the StreetsLA Asset Management System. The residual value of physical Program Elements that may have been purchased by Contractor will be determined after that meeting.

The City will transfer responsibility for the maintenance and operation of the STAP Elements to a new contract/Contractor upon commencement of a new contract. Should the City terminate the Contract that results from this RFP prior to its expiration, the City will assume responsibility for the entire STAP inventory including items purchased by the Contractor without compensation to the Contractor.

16.2. Transfer/Assignment of Advertising Contracts

At the expiration of the Contract Term resulting from this RFP or upon early contract termination for any reason, the Contractor will immediately transfer all existing advertising contracts to either the City or its designee. The Contractor will not enter into any contract with advertisers which extends for more than a six (6) month period beyond the end of the Contract Term without written permission of the City. No payments will be made to the Contractor for advertising contracts that the City must manage itself or assign to a designated representative from the time that the contract term expires or is terminated for default. Advertising contracts that require 'trade off' between contractors will be negotiated by those parties based upon the period of the buy and the time that each party manages the sale of advertising on the elements of STAP. In the case of disputes over the revenue, the City will make final judgment on the division of revenues.

16.3. Transfer of the Contract

No part of the Contractor's responsibilities under the Agreement resulting from this RFP can be assigned, subcontracted, pledged or otherwise transferred by the successful Respondent without the written consent of the City. The transfer of some or all of the Contractor's obligations can only be assumed by an entity that is acceptable to the City.

Should the Contractor make any such assignment, subcontract, pledge or other transfer without the written consent of the City, the Contract will be voidable at the election of the City. The City's consent to any such assignment, pledge or other transfer may require additional conditions as may be considered necessary to ensure the performance of the terms of the contract by the assignee. Unless otherwise agreed to in writing by the City, any transfer by the Contractor will not release the Contractor of its liability under the Agreement that results from this RFP.

16.4. Restoration of City Property/Property Damage

The Contractor at its sole cost and expense, will restore or replace any affected City rights of way or street site improvement including, but not limited to, any sidewalk surface, curbing, drainage, vegetation, plantings, trees, shrubs or structures, disturbed, destroyed or damaged

by the Contractor's activities, reasonable wear and tear excepted, within the reasonable number of days specified by the City's written or verbal notification of the Contractor. If the remedial work is not undertaken and completed within the timeframe specified by the City, the City may, on ten (10) days written notice to Contractor, undertake and complete the remedial work with its own employees and/or independent contractors, and the Contractor will pay all actual costs or charges incurred by the City.

The Contractor will, at its own cost and expense, make good any damage done by it, its consultants, contractors, subcontractors, or suppliers, in the course of this agreement, to any of the City's real and/or tangible, personal property through, or by reason of the performance of any agreement that may result from this RFP. The Contractor's liability is absolute and will not be dependent upon any agents, employees, consultants, contractors, subcontractors or suppliers; any lack of direction and/or notification by the City to the Contractor to perform any particular precaution or to refrain from any particular conduct will not excuse the Contractor except for damage resulting solely from the City's negligence.

17. PROPOSAL REQUIREMENTS

The City requires that Respondents provide their proposal according to these requirements to allow for the expeditious and objective evaluation of all submissions. The proposal should present a thorough understanding of the City's vision for STAP and how the Respondent intends to achieve the goals of the Program. Proposals that do not fulfill the requirements of the RFP or do not comply with these instructions may be deemed non-responsive.

17.1. Organization of the Proposal

The Respondent will submit a Technical Proposal that presents in narrative and graphic formats how it will perform the work required to achieve the City's goals for STAP. The Respondent will also submit a Price Proposal, separate and apart from the Technical Proposal, using the forms provided in the Price Proposal section of the RFP. Up to three (3) Respondents will be selected to participate in a follow-up Public Demonstration and Design Evaluation process where Respondents will be required to furnish full-scale working prototypes of one of their shelter designs with digital advertising panels

17.2. Submittals

Respondents are required to comply with the conditions stated in this Request for Proposals in order to be responsive. The Respondent must address all sections of the RFP with thorough explanations of how it will complete the tasks required to achieve the goals of the STAP.

Respondents must prepare responses that are complete and must fully complete, sign, and submit the forms contained herein. All forms must be current and, if requested, must be notarized. Respondents will not: (1) leave any section of a form blank; (2) mark any section of a form not applicable (N/A); (3) make reference to other documents; or (4) make any response conditional. The City reserves the right to request additional information for clarification purposes, either written or oral, from Respondents prior to award.

If a proposal does not meet all of the requirements listed in the RFP, the Respondent may be disqualified. Failure by the Respondent to examine all information pertaining to this solicitation or to complete its own discovery work, will be at the Respondent's risk. Information provided by the City regarding the inventory of the current program and the program's past revenues is historical and factual. Past performance of the program is not a guarantee nor a predictor of future program performance.

17.3. Questions and Clarifications

Any questions about, request for clarification to, or requests for relief from, the requirements of this RFP must be submitted by email and received by the City prior to 5:00pm Pacific Standard Time on Friday, December 11, 2020.

Questions and clarification should be sent to: Lance Oishi, Contract Administrator, Bureau of Street Services via email at: lance.oishi@lacity.org. Include STAP RFP Question in the subject line of the email.

All questions and clarifications will be posted on the LABAVN website by Friday, December 18, 2020 at close of business. Should the City make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Respondents in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this RFP, including the specifications, unless such amendment is issued as an Addendum and posted on the LABAVN website.

Interested vendors should not contact any other Bureau of Street Services employee, its consultants or any Board of Public Works member concerning the subject matter of the Request for Proposal or related matters. Any Respondents contacting any such person will be disqualified.

17.4. Technical Proposal

The Technical Proposal affords the Respondent the opportunity to demonstrate the company's qualifications, competence and capacity to develop and manage the STAP and to meet the requirements of the RFP.

The Technical Proposal will be limited to 125 pages in length. The City recommends the submission of succinct corporate qualifications documents and suggests the Respondent's capabilities should be portrayed through case studies of the Respondent's experience with projects and programs similar to the STAP.

The Technical Proposal will be organized as follows:

1) Company/Organization Information
   - Core corporate competency and primary industry focus
   - Organization structure (e.g. Corporation, REIT, LLC)
   - Geographical presence (International, National, Regional, Local)
   - Financial capability: Provide audited financial statements for the past three years.

   If the proposal is a joint venture, all firms must present all information listed above. Sub-contractors with Small Business Certification or who have 50 employees or less do not have to submit audited financial statements.

2) Qualifications/Case Studies/References
   - Provide experience in the development and management of projects similar in scope and size to the STAP within the past five (5) years. Provide Case Studies that include the following information:
     - Project Name/Client
     - Project Description
     - Timeline
     - Roles and Responsibilities

- Project Outcomes: achievement of goals, revenue, enhancement of services, approach to design
- References: Name, Title, email and telephone

Joint ventures must indicate if a project was joint or individual to a partner.

3) Understanding of STAP
   - Provide a narrative of your organization's understanding of STAP stating your assumptions and comments.
   - Indicate what your organization considers to be the most critical factors for the success of STAP
4) STAP Design Concepts

Respondents must provide six design concepts for STAP Elements that focus on the priorities of providing shelter, shade, safety, and comfort; reflect the cultural diversity of the City; and respond to the goals and principles discussed in Section 6.4 Program Elements. All concept designs must include Shelters and may include other elements, required or proposed. Concept designs must comply with all standards and guidelines identified throughout this RFP. Respondents are to include the following to inform the City of their design concepts:

a) A written statement explaining the overall design approach, strategies, and concepts employed to fulfill STAP goals and priorities of providing shelter, shade, safety, comfort, and flexibility to reflect the cultural diversity of the City as well as strategies to address and facilitate the installation of STAP Elements within varying physical site conditions encountered at bus stops and related sidewalk environments.
b) A brief narrative of overall STAP element design details and features including descriptions and explanations of proposed materials used in the fabrication of STAP Elements, colors, textures and strategies to enhance aesthetics and ensure long-term sustainability within street environments
c) For each design concept, to scale drawings, photos, or graphics depicting STAP element plan views, front, rear, and side elevations that include overall length, height, and width (depth) dimensions and any other relevant dimensions
d) For each design concept, full color photos, rendered drawings, or graphics depicting STAP element details and features with notations and/or callouts denoting details and features
e) For each design concept, a minimum of at least one full colored, rendered photo, rendered drawing, or rendered graphic depicting a three-dimensional, proportional view or perspective of the STAP element installed within a typical sidewalk environment showing how the STAP element relates to other street site improvements and buildings or properties behind the sidewalk area. Additional three-dimensional renderings or perspectives reflecting differing sidewalk conditions are appreciated and welcomed

Design concepts should consider the needs of the program transition, as well as their manufacturing and maintenance costs.

5) Program Transition Plan

Respondents must include a plan for the transition from the CSFP to the STAP that describes how they will achieve and perform the work in Scope of Services Sections 8.1 Transition from the Existing Program and 8.2 STAP Shelter Revitalization Program.

6) Business Plan

Respondents must include an Organizational Chart that identifies the individuals assigned to the Project Team for the STAP, their responsibilities and whether they will be assigned to the STAP full or part time. This Chart must indicate Lead Architect(s) or Designer(s). The Business Plan must also identify a Project Manager who will be the primary contact for the City. Resumes of all persons listed in the organizational chart must be included in the proposal. At any time, the City may request removal of any member of the Project Team.

Provide a Business Plan that details how the day-to-day operations of the STAP will be managed and how the required sales, maintenance, billing, reporting and coordination activities detailed in this RFP will be accomplished. The plan should discuss how Content Management Systems will be deployed for the scheduling of real-time information and advertising content, and how all advertising content will adhere to the City's Advertising Policy. Provide detail on how posting, maintenance and operational activities will be accomplished without interfering with public activities in the City's rights of way. Describe any safety-training programs that would be required.

Propose a regular cleaning schedule for the STAP inventory in accordance with Section 10.1 of this RFP, Proposed STAP Maintenance Schedule. Provide a plan for reporting maintenance activities into the City's Asset Management Reporting System.

7) Sales Plan

Respondents must include in their proposals a Sales Plan that details their experience in selling out-of-home media as well as specific plans and expectations for national, regional and local sales. Describe opportunities and strategies to expand the categories of advertisers beyond those currently buying street furniture, include specific strategies that detail STAP's ability to deliver viewership to multiple populations. Describe opportunities and strategies for programmatic selling of STAP advertising space. Describe creative and innovative opportunities, such as experiential types of advertising. Respondents must detail how they can achieve the following:

- Maximizing sales to increase total gross revenue
- Maintaining occupancy rates at a minimum of 80% of the available advertising inventory
- Diversifying the categories of advertisers to include technology, entertainment, financial services, insurance, healthcare, education, wireless, consumer product, automotive, pharmaceuticals and online commerce industries
- Increasing sales to multicultural advertisers in recognition that Los Angeles is a minority majority city
- Selling the STAP space at rates which are comparable and competitive to those of other media in the Los Angeles DMA
- Developing methods to allow small, local merchants to buy STAP in their neighborhoods
- Demonstrating experiential advertising and other innovative forms of advertising that would increase revenue and the value of the STAP

Respondents must identify who sales will be handled by, whether by its own staff or its subcontractors. The staff or subcontractors handling sales must be provided in an organizational chart.

Respondents must explain in their proposals how they would establish national, regional and local rates for the sale of STAP advertising space. Describe public service advertising rates and fees. Describe any premium charges or discounts that would be part of selling strategies. Respondents must provide their policies for Barter, Over-posting and Bonusing. Describe how contracts are negotiated to develop and sustain long-term relationships with advertisers. Describe internal controls and procedures for verifying and validating actual billings against rate card rates. Respondents must include with their proposal a sample of an advertising contract and billing reports.

Respondents must provide their procedures for removing dated materials at the end of each advertising contract term. Provide detail on practices that consider the environment and sustainability, especially concerning the disposal of static advertisements and energy consumption by digital assets.

Respondents must provide their experience with data collection from digital assets in other programs and whether/how it has used/sold that data. Describe how data is collected in any digital or technological assets proposed, and how that data will be protected, at a minimum, in accordance with established laws.

Respondents must disclose all other out of home advertising inventory in the Los Angeles Market that it operates.

8) Proprietary Information

Respondents are allowed to identify proprietary information and specifically request that such information be used for evaluation purposes only. Respondents should include a statement that information on specific pages of their proposal identified by an asterisk (*) contains trade secrets or information for which disclosure would result in substantial injury to the Respondent's competitive position.

The Respondent by identifying and requesting that such information be used only for the evaluation of the proposal, understands that the disclosure will be limited to the extent the City is able under the City of Los Angeles Public Records Act. If an agreement is entered into with the Respondent, the City will have the right to use or disclose the information as provided in the agreement, unless otherwise obligated by law.

9) Statements and Certification Forms

Form	Location
Ownership of Other Advertising Assets Disclosure	Attachment 2
MBE/WBE/SBE/EBE/DVBE/OBE Subcontractor Info Form	Attachment 3
Child Support Declaration Statement	Attachment 4
Equal Benefits/First Source Hiring Ordinances Compliance Forms (online submission)	Attachment 5
Living Wage and Worker Retention Ordinance Exemption (if applicable)	Attachment 6

Municipal Lobbying Certification Form 50	Attachment 7
Non-Collusion Affidavit	Attachment 8
City of Los Angeles Contract History	Attachment 9
Los Angeles Residence Information	Attachment 10
ADA Compliance Certification	Attachment 11
Campaign Contributions & Fundraising Restrictions Form 55	Attachment 12
Iran Contracting Act of 2010 Affidavit	Attachment 13
RFP Checklist	Attachment 14

17.5. Business Inclusion and Local Business Preference Programs

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBE), Woman Business Enterprises (WBE)), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and all Other Business Enterprises (OBE) an equal opportunity to participate in the performance of City contracts. To maximize this participation, the City of Los Angeles implemented the Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and each consultant will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE, WBE, SBE, EBE, DVBE, and OBE have an equal opportunity to compete for and participate in City contracts.

Respondents to this RFP are strongly encouraged to partner with MBE, WBE, SBE, EBE and Disabled Veteran Businesses to perform the duties required in this RFP. The use of Local Businesses in the performance of STAP tasks is also suggested. The anticipated participation levels for this project are 18% percent MBE, 4% percent WBE, 25% percent SBE, 8% percent EBE and 3% percent DVBE. Respondents must complete and submit with their proposals the Subcontractor Information Form located in **Attachment 3 City of Los Angeles Business Inclusion Program**.

Only firms certified with certifying agencies acceptable to the City of Los Angeles will be recognized and counted toward the pledged participation levels. **Attachment 3** includes a list of acceptable certifying agencies. Note that it is the City policy that a firm can be counted in all eligible certification categories, except a firm can only be counted as either MBE or WBE, but not both. For additional details on the BIP, visit https://bca.lacity.org/BIS-Program-and-Local-Business-Preference.

All proposers must perform a BIP Good Faith Outreach as described in the BIP to reach out to potential MBE, WBE, SBE, EBE, DVBE, and OBE subcontractors. Proposers will not be able to utilize the LABAVN's BIP Good Faith Outreach notification function less than fifteen (15) calendar days prior to the RFP response submittal deadline. ***Failure to comply with the City's BIP Good Faith Outreach requirements by the deadline will render the Proposal non-responsive.***

17.6. Due Date and Delivery Method

Ten hard copies of the Technical and Price Proposals will be submitted in two separate envelopes; one labeled as STAP Technical Proposal and another labeled as STAP Price Proposal. The Technical Proposal and the Price Proposal will also be submitted as individual files on a USB flash drive. Hard copies and the USB flash drive must be sent or delivered to:

Board of Public Works

200 North Spring Street, Room 355

Los Angeles, California 90015

Both are due on **Friday, February 19, 2021, no later than 5pm Pacific Standard Time**. Proposals can be mailed, delivered by express service, or hand delivered to the above address.

17.7. Late Submissions, Modifications and Withdrawals of Offers

Any offer received after the exact due date and time will not be considered.

Proposals cannot be modified after their receipt. Respondents may only withdraw their Proposals by written notice to the Board of Public Works prior to the selection of finalists for the Public Demonstration and Design Evaluation period of the RFP process.

17.8. Rejection of Proposals

The City reserves the right to reject any and all proposals, in whole or in part, if such action is determined to be in the best interests of the City.

17.9. Cancellation of Solicitation

The City reserves the right to cancel this solicitation at any time prior to execution of an agreement by all parties and without any liability.

17.10. Cost of Proposal Preparation

The City will not reimburse Respondents for the cost of preparing their proposals even in the case of the cancellation of the solicitation or the rejection of all proposals.

18. PRICE PROPOSAL

The STAP takes a different approach to the traditional methods by which out of home advertising programs are developed and managed. The goals of the program are community-enhancing but also recognize the importance of generating revenue from the sales of advertising space to realize STAP's goals. The City's commitment to participate in the capital funding of STAP at a negotiated rate creates a partnership focused on achievement of STAP goals while maximizing revenue return to both parties.

The City believes that this change in strategy comes at an opportune time as the out of home advertising industry is recovering from a significant loss of revenue as a result of the pandemic. That same pandemic has created greater value for some of the concepts that are the foundation of STAP such as shelter, shade, safety and comfort that can be achieved while accommodating social distancing. Digital displays and kiosks will also play an increasingly important role in delivering real-time information to the public as widely demonstrated during the pandemic.

The Respondent should focus its Price Proposal on the inventory and programs it proposes in its response to this RFP. That Price Proposal should be submitted in the Respondent's response to this RFP using **Attachment 1 Price Proposal Forms**.

18.1. Impact of the Contract Term on the Price Proposal

The City proposes an initial contract term of ten-years with two five-year options. The option years will be rewarded based upon the Contractor's achievement of the program performance goals referenced earlier in this proposal. The initial ten-year term is in consideration of the capital commitment that the Contractor may make to the program but also the understanding that unlike any other program in the United States, Los Angeles is willing to share in the risk by making a capital commitment to STAP. With the capital participation of the City, the Contractor's risk is minimized so its return on investment in the project will be much shorter hence the 10-year contract term.

Respondents should consider the term of the agreement in the development of their Price Proposals. Price proposals should focus on the initial ten-year term with consideration for the types and numbers of Program Elements; the impact of digital out of home technology and activities such as experiential advertising that may increase revenue and program utility. The aggressive build out with its replacement of the existing inventory is in recognition of those major events, such as the 2028 Olympics and Paralympics, that will take place in Los Angeles during that initial term.

18.2. One-Time Payment; Optional Minimum Annual Guarantee

It is the preference of the City to operate STAP on a revenue share model with the successful Respondent allowing the parties to divide risk as well as share equitably in STAP's revenues. The City will impose a one-time payment of $6,000,000 in order to maintain much needed revenue during the transition from the current to the new program. With this payment, the City recognizes the commitment of the successful Respondent to STAP. No minimum annual guarantee is required in Proposals.

Adding digital technology and replacing the aging CSFP inventory will require a significant capital investment. The City is confident that this investment will be critical in achieving STAP's goals and maximizing revenues. To that end, the City is willing to make a capital commitment while eliminating the minimum annual guarantee.

The Respondent can still propose a minimum annual guarantee payment as part of its pricing model; however, that proposed payment should be balanced with the City's and the Respondent's proposed capital investment and an equivalent share of gross program revenues.

18.3. Revenue Share

The Respondent's proposed revenue share should be reflective of the City's and the Respondent's capital investment. Should the City provide all the program capital investment then its revenue share should recognize that investment with a preferential revenue share for the City. The City does not prefer a finance/lease creditor role for the partner as the STAP goals do not accommodate that role. Revenue share payments will be annually reviewed in the physical and financial audits.

Respondents will develop Revenue Share scenarios based on each level of CAPEx participation they propose (i.e. 100%, 50% or 0% CAPEx provided by Respondent).

18.4. Revenue Assumptions

The Respondent will develop revenue assumptions based upon the types and numbers of STAP Elements it proposes. Those revenue estimates should be tiered to the Respondent's

suggested replacement of the existing inventory, the addition of new STAP Elements with digital advertising displays as well as new programs such as experiential marketing that would generate supplemental revenue. The assumptions should include the Respondent's expectations for occupancy as well as the anticipated frequency with which rates would increase in relation to other comparable media in the Los Angeles Market.

18.5. Cost of Maintenance

The Respondent must develop maintenance cost estimates for all of the STAP inventory as well as the relocated inventory of transit shelters.

18.6. Price Proposal Forms

Respondents must complete the attached **Price Proposal Forms Labeled Attachment 1**.

Capital Budget: The Respondent will furnish the City with its proposed Program Elements, the quantity of those elements and the unit cost of each element. The Respondent's capital budget should include estimated costs for shelter or PAK removal and the preparation of the shelter pad.

Revenue Assumptions: As described previously for the initial ten-year term of the agreement.

CAPEx Scenarios: The Respondent will use the forms for scenarios in which the City provides 50 and 100 percent of the capital budget as proposed by the Respondent. The Respondent can also propose alternative scenarios with no City capital commitment. The Respondent may propose recovering its CAPEx investment from first or new gross revenues however such a proposal should designate a timetable for the recapture of that expense and its impact on revenue share.

The Price Proposal forms will be included in a separate envelope and will be the sole worksheets the Respondent must use to submit its Price Proposal.

19. Design Evaluation and Public Demonstration

The design of Program Elements is as important to STAP's success as is the affordability of manufacturing and maintaining the shelters, kiosks and other devices that comprise the Program. To determine these values, the City will select three finalists that score the highest on the Technical and Price Proposal evaluations to test shelter designs in public space in Downtown Los Angeles. All costs to design, manufacture, install, maintain, and remove the working prototypes shall be borne by finalists.

The finalists will design, manufacture and install a full-scale working prototype of their shelter concepts to allow for public, policymaker and staff evaluation of the design, materials, workmanship and overall viability of the shelters for use in Los Angeles. The City will select one shelter design from each of the finalists for the demonstration. The shelter prototypes will be revenue-ready meaning they will include digital displays so that the construction and display quality can be evaluated along with the other criteria previously mentioned. The digital displays must sample transit, wayfinding, public and emergency messaging, and advertisements as they would in real-world settings.

The City will arrange for power to be furnished to enable the electrical components of the prototypes to operate. That power may be supplied via a hard-wired connection or a portable

source such as a generator. The prototypes shall be secured to a base plate adequate to serve as a temporary foundation/surface to secure the prototypes and enable them to be displayed in a safe fashion. Working prototypes should be transportable so they can be moved from location to location.

The prototypes will be evaluated for a two-week period from April 26 to May 7, 2021 under all real-world conditions. At the end of the evaluation period, working prototypes shall be returned to Respondents.

20. PROPOSAL EVALUATION AND AWARD

20.1. Basis of Award

The City anticipates that it will award a sole contract for the management of STAP. However, the City reserves the right to assign responsibility for tasks in STAP to more than one Respondent if that is advantageous to the City. Award of the resulting Contract will be based on the response to this RFP, interviews of Respondents, design demonstrations by three finalists identified by the City, and the successful negotiation of an agreement between the successful Respondent and the City.

The City will evaluate all proposals submitted in response to this RFP to determine which is the most responsive to the requirements; which understands and embraces the City's goals for STAP; which possesses the qualifications and experience necessary to achieve the program goals; which has the financial capability to support the build out of STAP; and which capital participation and revenue share offer is most advantageous to the City.

STAP is a unique program unlike traditional street furniture programs. The ability of the respondent's proposal to articulate a vision for STAP that achieves the program's goals is crucial to earning a favorable evaluation. The City has chosen to use the Request for Proposals process to determine the respondents with the greatest combination of technical competence as well as a thorough understanding and appreciation of the vision of STAP. Sustaining the program by continually increasing the amount of revenue the program generates and rendering STAP to be an essential buy for advertisers is critical to STAP's success.

The evaluation will be an objective process that will first determine which proposals are responsive to the requirements of the RFP. Using the evaluation criteria, the Evaluation Committee, comprised of City employees and may include representatives of other public agencies or community advocacy groups, will determine which Technical and Price Proposals are most advantageous to the City. From those responses, the City intends to identify Respondents who will make oral presentations to the City. The City will then select three finalists to test selected STAP element designs in the City's rights of way or other designated location prior to final contract award.

20.2. Evaluation Criteria

The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate and rank proposals received in response to this RFP.

Respondents will be evaluated on the following:

1. Qualifications of the Firm: Previous experience of at least five years in the development and management of similar projects in large urban environments; previous experience in the implementation of new forms of technology; experience in the development and management of revenue generating programs for public clients; and financial capability. Project Team has the knowledge and experience to fulfill the required services. The Project Manager has a minimum of five-year's experience in managing large infrastructure or out of home programs.

2. Approach & Methodology: Understanding and commitment to the City's vision for the STAP; understanding and commitment to equity; the presentation of substantive Business and Sales Plans that present a sound approach to achieving STAP's goals and a motivated Project Team led by an experienced Project Manager with support from corporate/organizational expertise.

3. Program Build Out and Refresh/Relocation Plans: The respondent must develop a plan for the replacement of the best performing current program inventory with newly designed digital displays. This first wave of inventory replacement will be followed by the eventual replacement of all of the current program's inventory with harmonious designed Program Elements that build the brand equity of STAP. The respondent must also present a plan, aided by City recommendations and siting criteria, for the repurposing and relocation of that current inventory to areas which currently have no forms of shelter for transit patrons and pedestrians.

4. Design: The Respondent must demonstrate that it is committed to thoughtful yet functional design of STAP Elements that responds to user needs, results in effective Program Elements, strengthens streetscape aesthetics throughout the City, complements other design elements of the City's rights of way, and results in a strong STAP brand image. Part of the assessment of the Respondent's commitment to design will be the evaluation of the conceptual designs offered to the City.

5. Sustainability: The respondent must demonstrate its commitment to sustainability through design, the use of materials that conserve natural resources, actions to reduce the carbon footprint of STAP, strategies to optimize the use of renewable energy resources when possible, and the provision of shade through the program elements. The respondent's proposal should address how STAP can be managed to the challenges of environmental factors such as sunlight, heat, precipitation and wind stress. Proposals should consider approaches that strengthen the City's resiliency to adapt to climate change. These responsibilities should be confirmed by consideration of manufacturing, maintenance and replacement costs.

6. Innovative Approaches-All proposals that combine creativity and innovation will be welcomed. Innovation that would engage transit riders, pedestrians as well as advertisers is what the City is seeking. Digital advertising, the collection and use of data conducted with respect for public privacy, interactive technologies and experiential marketing will further the ability of STAP to achieve its goals. An example of the types of innovation that the City seeks is the development and deployment of shade structures or devices which have not been elements in similar street furniture program in the world.

Price Proposals will be evaluated following the review of the Technical Proposals. The respondent's Price Proposal will be evaluated based upon the capital strategy proposed by the respondent; the practicality of the respondent's revenue estimates as reflected by the proposed inventory of STAP Elements and the ability of those elements to maximize revenue return while achieving the other program goals.

Each Respondent's Price Proposal will be evaluated for reasonableness, realism, and completeness. Unrealistic revenue share projections/estimates may be determined to be grounds for disqualifying and disregarding the proposal. Cost information or clarifications regarding costs and costing assumptions for capital and other operating costs may be requested. As noted above, respondents must submit the provided Pricing Proposal Form in a separate, sealed envelope from the Technical Proposal.

20.3. Technical Proposal Scoring

The Technical Proposals will be scored using the evaluation criteria described in the previous section. The weighting of the evaluation criteria will be as follows:

Qualifications	25 Points
Approach and Methodology	25 Points
Program Build Out and Refresh Plans	15 Points
Design	15 Points
Sustainability	10 Points
Innovative Approaches	10 Points

20.4. Best and Final Offer

It is the City's sole discretion to require best and final offers (BAFO) from the three finalists chosen for STAP. Should the City require a BAFO, the three finalists will be advised of the date and time by which the BAFO must be submitted. The length of time allowed for the preparation of the BAFO will be determined by the City. The City will conduct a final meeting of the Evaluation Committee to review the final offers and to determine a contract award.

20.5. Contract Award

Following final action by the Evaluation Committee, the Contracting Officer will determine that an award can be made in compliance with the RFP to initiate contract negotiations. The Contracting Officer will prepare a request for authorization to negotiate a contract with the successful proposer to the Board of Public Works. Contract negotiations will proceed following the Board of Public Works' authorization. Following the successful completion of contract negotiations, the negotiated contract will be forwarded to the City Council for its review, discussion and acceptance. Upon acceptance of the negotiated contract by the City Council, the Contracting Officer will prepare a subsequent report recommending that the Board of Public Works execute the completed contract with the successful proposer. The resulting agreement will be between the Board of Public Works and the successful Respondent.

20.6. Protest of Award

Protests or appeals of award of this procurement should be addressed to:

Executive Officer of the Board of Public Works

Room 361-Q City Hall

200 North Spring Street

Los Angeles, California 90012

21. GENERAL TERMS AND CONDITIONS

21.1. Term of the Contract

The initial term of the contract that results from this RFP will be ten (10) years from the effective date of the agreement. That contract must receive the approval of the Board of Public Works, the Los Angeles City Council and the Office of the Mayor prior to execution.

The City may grant two (2), five (five) year extensions based upon the Contractor's achievement of the performance criteria and the goals of the STAP. The City reserves the sole right to renew the resulting contract for the five-year periods which will begin at the end of the expiration date of the contract that results from this RFP. Granting of the second five-year option is not guaranteed by the granting of the first five-year option. The sole basis for granting the second five-year option is the achievement of the performance criteria and STAP goals.

21.2. Payment Terms

The successful respondent will pay the City a one-time payment of $6million in the first quarter of 2022 on or before March 31, 2022. Following that initial payment, the Contractor will pay the City the negotiated revenue share payment of gross revenues quarterly.

The basis of the quarterly payment will be revenue received for the previous three-month period sales of the STAP inventory. Revenue will be calculated based upon gross revenue minus commissions, paid only to recognized advertising and media placement agencies, that are limited to no more than 17% of the total value of the advertising buy.

Payment will be made to the City by electronic funds transfer no later than the tenth day of the succeeding month at the end of each quarter (April, July, October, January) agreed upon by the City and the Contractor. Late payments made after that date will incur a late payment charge of 5% of the amount due per day.

Copies of all advertising contracts will be furnished to the City quarterly for its review to validate the amounts made; to verify the amount of commissions paid and to memorialize discounts, bonuses or over-posting provided to advertisers. All reports will be made available to the City online through electronic formats.

The Contractor will make every effort to collect all amounts due for the sales of the STAP inventory. Bad debts will be kept to no more than 2% of total gross revenues billed in one year. Amounts over that percentage will be the responsibility of the Contractor and due to the City.

21.3. Performance Bond

The successful respondent will be required to post a Performance/Surety Bond with the City's Finance Department in the amount of at least $20,000,000 or as otherwise determined and established by the City's Risk Manager. This bond is intended to ensure the faithful performance of the Contractor; the installation of STAP Elements to the City's timeline, the replacement of the existing program inventory and the refresh and relocation of transit shelters to areas with transit ridership that have no amenities.

The sum of the performance bond will be reduced by the Contractor's installation of a sufficient number of high performing Program Elements, the replacement of all of the existing Program Elements at an accelerated schedule and achievement of the performance

measures. At the time of the annual review of the Contractor's performance, the City will solely determine any reduction of the performance bond requirement.

21.4. Liability/Indemnity Insurance

The successful respondent will be liable for, and will indemnify, defend and hold the City, its officers, agents and employees harmless from any and all claims of damages to persons or property by reason of the installation, operation or maintenance of all STAP Elements. The Contractor will be required to procure and maintain, at its sole cost and expense the following types of insurance from an insurance company acceptable to the City.

Liability

The Contractor must secure a minimum of Commercial General Liability Insurance in the amount of $2 million or an amount as determined by the City's Risk Manager, in the Franchisee's name, and naming the City, its officers, agents and employees as an additional insured hereunder, and endorsed to cover the liability assumed by the Franchisee.

Workers' Compensation

The Contractor must obtain Workers' Compensation insurance in accordance with applicable law.

Employer's Liability Insurance

Employer's Liability Insurance is accordance with applicable law.

Automobile Liability

Automobile liability insurance in the amount determined by the City Risk Manager and naming the City, its officers, agents, and employees as additional insureds.

21.5. Business Inclusion and Local Business Preference Programs

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and all Other Business Enterprises (OBE) an equal opportunity to participate in the performance of City contracts. To maximize this participation, the City of Los Angeles implemented the Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and each consultant shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE, WBE, SBE, EBE, DVBE, and OBE have an equal opportunity to compete for and participate in City contracts.

21.6. Determination of Respondent Responsibility Policy

The contract will only be awarded to a responsive, responsible Respondent. All businesses or individuals seeking contracts with the Department of Public Works are required to demonstrate that they possess the experience, financial capability and understanding of the City's vision for STAP to perform the work set forth in this RFP.

21.7. Nondiscrimination, Equal Employment, Affirmative Action Plan

Respondents are advised that any contract awarded pursuant to this RFP process, shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2 Non-discrimination Clause.

Non-construction services to or for the City for which the consideration is $1,000 or more, shall comply with the provisions of the Los Angeles Administrative Code 10.8.3, Equal Employment Practices Provisions. Non-construction services to or for the City for which the consideration is $100,000 or more, shall comply with the provisions of the Los Angeles Administrative Code Section 10.8.4, Affirmative Action Program Provisions.

Respondents shall refer to **Appendix C Nondiscrimination, Equal Employment Practices and Affirmative Action Program** for further information regarding the requirements.

21.8. Child Support Policy

It is the policy of the City to encourage businesses to adopt child support policies and practices. Consistent with this policy, the Respondent shall complete and submit **Attachment 4 Child Support Declaration Statement with their proposal.**

21.9. Service Contract Worker Retention

The resultant contract is subject to the Service Contract Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code. The Ordinance requires that unless specific exemption apply, all employers under contracts primarily for the furnishing of services to or for the City and that involve and expenditure or receipt in excess of $25,000 and a contract term of at least three months or certain recipients of City financial assistance, generally shall provide the following:

> Retention by a successor contractor for a 90-day transition period, the employees who have been employed for the preceding 12 months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO.

21.10. Equal Benefits and First Source Hiring Ordinances

Respondents are advised that any contract awarded pursuant to this RFP shall be subject to the applicable provisions of the **Los Angeles Administrative Code Sections 10.8.2.1, Equal Benefits Ordinance (EBO) and Sections 10.44 et seq., First Source Hiring Ordinance (FSHO), Attachment 5. All Respondents shall complete and submit the corresponding Affidavits. Instructions for submitting EBO and FSHO forms is contained in Attachment 5.**

21.11. Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordnance, Section 10.41 of the Los Angeles Administrative Code.

21.12. City Business Tax Registration Certificate

The successful Respondent shall obtain, prior to the award of the contract, and keep current, a Business Tax Registration Certificate Number (BTRC No.) and all such certificates required of it and shall not allow any such certificates(s) to be revoked or suspended while any contract is in effect. Contact the City of Los Angeles, Office of Finance, or access their web site to obtain a form.

21.13. Governing Law

All matters relating to the formation, validity, construction, interpretation, performance and enforcement of the RFP and resultant agreement, shall comply with all applicable laws of the United States of America, the State of California and the City.

21.14. California Sales Tax

The Respondent should NOT include California States Sales Tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

21.15. California State Board of Equalization Permit

Respondent shall enter the company's State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the Respondent shall sign the proposal form declaring that the company has no California sales tax permit.

21.16. Federal Excise Tax

The City of Los Angeles is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the propose prices. Federal excise tax exemption certificates will be furnished by the Department of General Services.

21.17. County Possessory Interest Tax

The City will not be responsible for any possessory interest taxes levied by the County of Los Angeles. The Contractor will pay any and all such taxes. In the case of STAP, the resulting level of capital commitment to the program by the City and the successful respondent, may mitigate the payment of this tax however an opinion has not been rendered on that matter at the time of the release of this RFP.

21.18. Quality Standards (Cost of Testing)

If desired by the City, material(s) and/or service(s) in this proposal shall be subject to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s)/service(s) submitted for proposal conform to the specification. Unless otherwise stated in the RFP, the cost of testing, dissection or analysis shall be borne by the Contractor.

21.19. New and Unused

The City requires the replacement of all the current inventory of street furniture; therefore, the successful respondent must ensure that all STAP Elements are new. New does not preclude the use of recycled materials in the manufacture of the new STAP Elements.

The Shelter Revitalization Program that will be supported by STAP will repurpose existing shelters to locations that have significant transit ridership but no shelter or shade. This Program can include used/recycled materials to make these shelters ready for street use.

21.20. Recycled Content

STAP is committed to the goals set forth in Mayor Garcetti's Green New Deal that promotes sustainability and the purchase and use of products and contracting for material and services with suppliers complying with specified post-consumer waste and secondary materials. The use of recycled content in the new STAP Elements is strongly encouraged by the City.

21.21. Tropical Rainforest Hardwoods

It is the policy of the City that in order to not contribute to the destruction of the Earth's tropical rainforests, any tropical hardwood purchased by the City must be certified as having been harvested in a sustainable manner that is accredited by the Forest Stewardship Council or other similar internationally recognized or successor organization.

21.22. Liquidated Damages

The successful Respondent will be liable for liquidated damages should it fail to perform Maintenance according to the City's schedule using procedures and practices that are acceptable to the City. A schedule of those liquidated damages will be incorporated into the agreement that results from this RFP. The penalty or damage to be paid to the City will be dependent upon the severity of the breach of the City's requirements. For example, the failure to replace broken glass in a shelter with high daily use will be penalized higher than the failure to perform preventative maintenance

Repeated failure to perform such maintenance to the satisfaction of the City may be deemed a default in performance by the Contractor and become grounds for terminating the contract. The City has the right to regularly inspect and oversee the installation, repair and ongoing maintenance of all STAP Elements including having access to the Contractor's records to verify the frequency and quality of work. The Contractor will be required to report all maintenance activities into the StreetsLA Asset Management System as a requirement of the contract. Failure to report maintenance activity into the Asset Management System is also cause for the City to invoke liquidated damages.

21.23. Entire Agreement

The successful respondent's response to this RFP, the resulting agreement and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the City and the Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder.

21.24. Modifications

The contract that results from this RFP can only be modified by written agreement signed by persons authorized to sign agreements on behalf of the City and the Contractor.

21.25. Precedence of Documents

In the event of an inconsistency or conflict in any of the terms and conditions, requirements or provisions contained in the documents that comprise this Request for Proposal and any subsequent award, the inconsistency shall be resolved by giving precedence, in the following order, to these documents:

1. Executed Contracts including this Request for Proposal, Contractor Proposal response, and all required Certifications and Assurance Forms.
2. Executed Change Orders and Contract Modifications.
3. RFP TBD Sidewalk and Transit Amenities Program

Neither party to the resulting agreement from this RFP process shall take advantage of any apparent error or omission in the resulting Contract documents. In the event that a party

discovers such an error or omission, the party shall notify the other party immediately. The City shall then make such corrections and interpretations as it determines necessary for fulfilling the intent of the Contract.