



City of Los Angeles, CA
Sidewalk and Transit Amenities Program (STAP) Technical
Proposal
February 19, 2021

InSite Street Media

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Letter of Transmittal



February 19, 2021

Mr. Lance Oishi
Contract Administrator
Bureau of Street Services
City of Los Angeles
1149 South Broadway, Suite 400
Los Angeles, CA 90015

RE: Technical Proposal for the City of Los Angeles' Sidewalk & Transit Amenity Program (STAP)

Dear Mr. Oishi,

Our company is pleased to respond to the City of Los Angeles' Sidewalk and Transit Amenities Program (STAP) Request for Proposal (RFP) in the package submitted with this letter.

The transportation and mobility issues of the future for Los Angeles demand unique qualifications to bring world class amenities to the city which do not overlook the importance of the execution of day-to-day operations and performance. The Sidewalk & Transit Amenity (STA) of the future must work today but be capable of incorporating communications and transportation benefits of tomorrow. InSite Street Media believes that this starts with the *meat and potatoes* of a well-functioning STA that is properly installed, cleaned, and maintained. It starts with having a *responsive partner* that the city can count on to react to issues, problems, and the changes that tomorrow will bring. The CEO of InSite and our key personnel are residents. We are very certain we will not be the largest company to respond to the City's RFP, but we are also highly confident that *we care the most*. We feel that our track record of caring about the city and its residents has been demonstrated for 10 years and is something the city can count on in the future. In a world increasingly dominated by faceless people on the internet, our people have been out on the streets of Los Angeles daily working to earn the respect and trust of the city.

We believe that wireless communications, and 5G in particular, will open avenues of communication and affect everyday lives in ways hard to predict. Our CEO is a pioneer in the wireless communication world having co-founded a ground-breaking company providing wireless infrastructure to the cellphone industry and others using radio frequency. That company, Telecom Towers, LLC was merged with American Tower Corporation, which today is the largest company in the world providing infrastructure to cell phone companies. InSite co-created and participated in a pilot program with a subsidiary of Qualcomm in deploying several hundred wireless beacons on

street furniture in Los Angeles. Although the technology worked as expected, the program, from Qualcomm's perspective, did not work economically. The point to be made is that *InSite is technologically forward-thinking*.

Additionally, InSite does not believe it knows everything about all elements of today's transportation world and most importantly has a humility that understands the need for team building. So it is InSite's plan to bring leading mobility experts into its group to make sure as much flexibility as possible is built into today's STA to accommodate items such as scooters, bikes, ride hailing/sharing, delivery services and future possibilities such as using drones technology to deliver packages. However, InSite feels strongly that as 5G rolls out and some of the transportation systems of the future are enabled by the power of communications, that the city should "*back end*", yet be able to accommodate, issues around these future systems by adopting a plan that gets first rate Transit Shelters out first, and then adds in specific technologies that become enabled which could up-end today's paradigms. A specific example of this is self-driving cars which, although technically feasible today, will be revolutionized by 5G. In addition, a good partner does not propose elements that the community will not accept and we have therefore limited the number of digital screens in each location allowed.

Additionally, we currently employ 31 Southern California residents, all currently devoted to the Los Angeles bus bench business. InSite Street Media has contracts to provide street furniture and the associated maintenance to 70+ municipalities in California, New York, New Jersey, Connecticut, Maryland, Virginia, Georgia, and Florida. InSite has installed and operates municipal bus bench, bus shelter and bus advertising programs, and has installed and managed more modern steel benches than any other operator of its kind in the United States. We currently operate 16,000 advertising faces including 5,000 bus shelter faces. Our director of operations, Glenn Flutie, installed the bus shelters for the Atlanta Olympics in 1996 and supervised the installation of all 6,000 bus benches in Los Angeles. Our list of municipalities notably includes the City of Los Angeles, which in addition to the aforementioned 6,000 bus benches (located in more than 4,000 separate locations in every area of the City) has approximately 2,000 trash receptacles that are serviced and maintained by our personnel. As a result, our existing local workforce is well placed to manage, clean, and maintain an expanded Southern California operation. *We know Los Angeles and Los Angeles knows us.*

Our company is well known for our high maintenance and operational standards, as well as our financial strength and stability. Our largest shareholder, M South Equity Partners, manages \$2.2 billion of equity capital and we are confident of our ability to finance the project. Importantly, the key personnel who make up our organization have remained consistent over the long term. InSite Street Media's management team has extensive experience in dealing with contractual and service issues common to municipal commercial environments. To implement these services, we have assembled a team of superior managers and staff members.

InSite Street Media's principals are intimately involved in the day-to-day operations in each municipality, which allows for a level of focus unmatched for the City of Los Angeles. We invite a close examination of our service history, as we believe it will disclose our vision, competence, investment in the communities where we operate, and our commitment to excellence.

In the Los Angeles project, InSite Street Media plans to use its employees and long-trusted partners to perform all necessary functions associated with the operations, maintenance, and advertising associated with the shelters

except for the design and manufacture of STAP Elements. During the roll-out period, InSite Street Media will draw upon the experience of our current employees, while also hiring additional personnel for field maintenance and sales representatives as needed. Outside professionals will be hired to guide us with regard to issues outside our areas of expertise.

In addition to our executive offices at 1990 Westwood Boulevard in Los Angeles, we have two warehouses and sophisticated Street Furniture management equipment at our Operations and Maintenance Center which is where we keep 33 maintenance vehicles. Please be aware that our company is a “good citizen” of Southern California area, and we celebrate the diversity of our team. The ethnic breakdown of our associates are as follows: 15 Hispanics, 8 blacks, and 8 other. Also, since 2012 InSite Street Media has a policy of giving formerly incarcerated individuals an opportunity to work and currently employs 10 formerly incarcerated people. InSite Street Media also hires veterans, and we remain committed, as our operations expand to adding more previously incarcerated persons and veterans to our workforce.

Our company has given careful consideration to responding to the City of Los Angeles’ RFP for STAP; and we look forward to answering any questions to assist in the City of Los Angeles’ review and evaluation of our proposal.

Very truly yours,

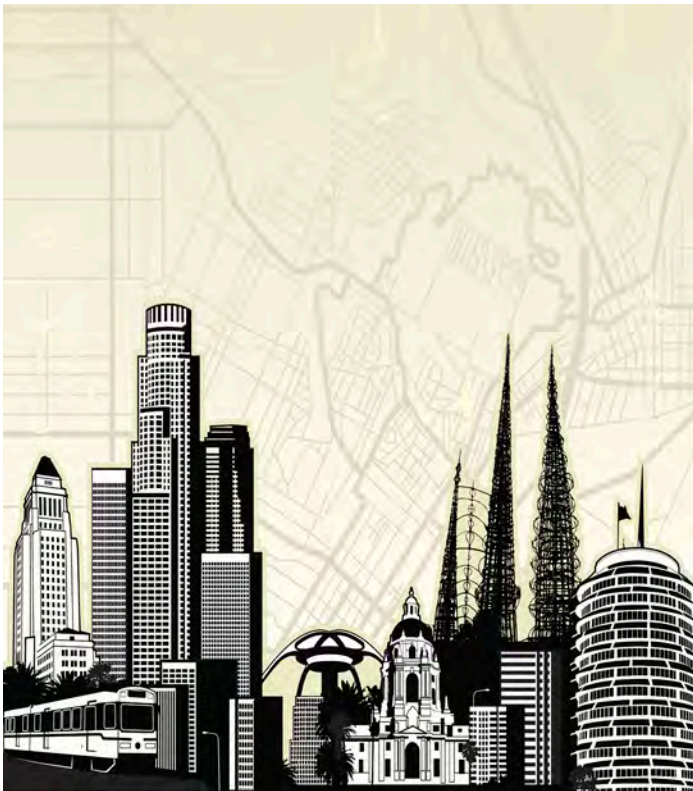
A handwritten signature in black ink that reads "R. N. Smith". The signature is written in a cursive style with a large, stylized initial "R".

Randall N. Smith
Chief Executive Officer

Executive Summary

InSite Street Media (formerly Martin Outdoor Media) has an ongoing partnership with the City of Los Angeles, California (hereinafter referred to as Los Angeles or City). We have been the contractor for the Operation and Maintenance of transit benches for the City since 2011, first as Martin Outdoor Media before it merged with Signal Outdoor Advertising LLC to form **InSite Street Media** as a DBA under Apex Outdoor Advertising, LLC. We have maintained the Bench furniture to the highest standards, including all installations, repairs, and relocations since entering into our partnership with Los Angeles. To fund the operation, InSite Street Media has sold advertising on the Benches and shared revenues with the City. In addition, InSite Street Media has innovated, in partnership with the City, to provide greater value to the community, the mass transit user as well as maximizing advertising revenue.

We know Los Angeles and Los Angeles knows us.



We also *know* Street Furniture. We know how to partner with the City of Los Angeles to provide a well-maintained, well-monetized amenity *for the benefit of Angelenos*. We know how to adapt to changing times, emerging trends, and technologies. We know where our core competencies lie and how to find the right resources/partners to answer the tough questions of today and that new and emerging technologies *may* offer.

Our intent is to be a responsive and resourceful partner for **StreetsLA** to bring the **Sidewalk & Transit Amenities Program** to life. To leverage our unparalleled understanding of *hyperlocal* commerce to give a voice to small businesses. To allow *culturally-diverse* communities to be addressed in a relevant, meaningful, and respectful manner. To tap into our deep and vast relationships with national advertisers to bring *value* and *revenue* to the Program.

Finally, our overarching goal is to expand our partnership with the City of Los Angeles by taking a measured and practical approach to introducing the elements of STAP to the LA Streetscape. We are Angelenos. We understand the political climate and community concerns around the introduction of digital OOH screens and citizenry perception of visual pollution. As you will see through the course of this proposal, we believe the success of this program depends largely on a deliberate, multi-step, phased approach which begins with the successful deployment of the cornerstone element of the STAP program, the Transit Shelter.

Thank you for your consideration.

Company Information

Company Overview

InSite Street Media is a leading national outdoor advertising company that specializes in “street furniture” (transit shelters, transit benches, and bus sides). InSite Street Media is known for innovation and excellence in servicing and maximizing the value of out-of-home media properties. Our expertise stems from decades of ownership and management of a multitude of outdoor advertising products, including transit shelters, transit benches, transit advertising, informational kiosks, billboards, large format wallscapes, digital bulletins and other non-traditional out-of-home formats. This enables us to maximize revenues for our municipal partners through our public-private partnerships in several cities throughout the United States.

Established and incorporated in New York in 1998, the company operates advertising assets in over 70 municipalities across the country, with an inventory exceeding 16,000 advertising displays. InSite Street Media has a total of over 100 employees, and is headquartered in the Atlanta, GA area at 200 Mansell Court East, Suite 325, Roswell, GA 30076 with an Executive Corporate Office in Los Angeles at 1990 Westwood Blvd., Suite 300, Los Angeles, CA 90025. In addition to our main office, we have 12 sales offices throughout the United States. In 2018, Signal Outdoor Advertising merged with Martin Outdoor Media, LLC to take on management of over 6,000 bus benches in Los Angeles and an additional 2,700 advertising units in South Florida adding Martin Group’s portfolio to Signal’s extensive street furniture network in key U.S. markets. The name of the merged entity was changed to **InSite Street Media**, the name under which it currently operates. A new senior management team was installed made up of several highly successful out-of-home veterans with well over 160 years of industry experience.

| Office | City | State | Headcount |
|---|-----------------|-------|-----------|
| ATLANTA Corp. Headquarters | Roswell | GA | 10 |
| LOS ANGELES Executive Corporate Office | Los Angeles | CA | 31 |
| NEW YORK Long Island | Deer Park | NY | 8 |
| NEW YORK Westchester County | Purchase | NY | 5 |
| NEW YORK Northern New Jersey | West Orange | NJ | 3 |
| WASHINGTON DC Maryland | Capital Heights | MD | 10 |
| ATANTA | Roswell | GA | 3 |
| NATIONAL SALES GROUP EAST Orlando | Casselberry | FL | 6 |
| MIAMI-DADE | Miami | FL | 7 |
| MIAMI-BROWARD Plantation | Plantation | FL | 10 |
| TAMPA | Tampa | FL | 9 |
| WASHINGTON DC Northern Virginia | Chantilly | VA | 7 |

On the revenue generation side, InSite Street Media has cultivated a large and diverse portfolio of local, regional and national clients, including AT&T, Verizon, Universal, Warner Brothers, 7-Eleven, Google, Bank of America, Nissan, Disney, State Farm, GEICO, Starbucks, Subway, McDonalds, Coca-Cola, Best Buy and many others.

However, the company's largest and fastest growing business segment is comprised of local advertisers attempting to reach local customers. InSite Street Media maintains a client portfolio of over 5,000 local businesses that include restaurants, real estate agencies, automobile dealers, banks, hospitals, fast food franchises and retailers. In addition, InSite Street Media provides public service advertising space to non-profit organizations serving communities in which we operate.



As a premier operator of out-of-home advertising programs, InSite Street Media has the experience and resources to ensure a successful and profitable transit shelter advertising program for Los Angeles and InSite Street Media is prepared to perform in accordance with the terms and conditions set forth in this proposal.

Toward that goal, InSite Street Media and its executives have successfully operated municipal contracts in many states across America. We currently have full-service shelter, transit bus, and bench operations in over 70 different municipalities. Note that InSite Street Media already operates in City of Los Angeles and Los Angeles County, which will benefit the City and InSite Street Media through the synergies achieved on the sales, operations, and community relations sides of the business.

Organizational Structure

InSite Street Media is organized as a DBA under **Apex Outdoor Advertising LLC**, a Limited Liability Company incorporated in Georgia.

We are registered with the City of Los Angeles as well as County of Los Angeles as:

Apex Outdoor Advertising, LLC / InSite Street Media

1990 Westwood Blvd.
Suite #300
Los Angeles, CA 90025
Phone: 310-559-1600
Fax: 310-559-1666

Geographical Presence

InSite Street Media has a significant presence in some of the most valuable advertising markets in the United States, with over 16,000 advertising faces. We operate *transit shelters*, *transit benches* and *bus advertising* in the following markets:

- New York MSA
 - Westchester County, NY: *transit shelters*
 - Northern New Jersey: *transit shelters*
 - Connecticut (Norwalk, Stamford & Waterbury): *transit shelters*
 - Long Island: Nassau and Suffolk Counties: *transit shelters, transit benches, bus advertising*
- Los Angeles City & County: *transit benches*
- Atlanta: *transit shelters, bus advertising*
- Washington DC MSA
 - Southern Maryland: *transit shelters*
 - Northern Virginia: *transit shelters, bus advertising*
- Tampa: *transit shelters, transit benches*
- Miami: *transit shelters, transit benches*

Financial Capability

InSite Street Media has the operational expertise and access to capital to make the STAP a reality. The full audited financial statements for the past 3 years are attached herein under the Enclosures section, but [Consolidated Statements of Operations](#) are as follows.

Please note the following:

1. The 2020 audited financial statement will not be available until April 2021.
2. Signal Outdoor Advertising did not have an audited financial statement for 2018. The internal Income Statement is included herein.
3. The 2018 partial (1/1/2018 – 9/28/2018) audited financial statement is included for Insite Martin Street Ads, LLC (IMSA). This entity merged with Signal Outdoor Advertising to create Apex Outdoor Advertising, LLC dba InSite Street Media.
4. There are two statements for 2017, one for each of the entities that merged to create Apex Outdoor Advertising, LLC dba InSite Street Media.

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**Apex Outdoor Advertising, LLC and Subsidiaries
(A Limited Liability Company)**

**Consolidated Statements of Operations
Year Ended December 31, 2019 and Period From September 29, 2018 (Inception)
to December 31, 2018**

| | 2019 | 2018 |
|--|-------------|------|
| Revenue: | | |
| Advertising | | |
| Production | | |
| Total revenue | | |
| Operating expenses: | | |
| Franchise fees | | |
| Agency fees | | |
| Production expense | | |
| Selling, general and administrative | | |
| Depreciation and amortization | | |
| Gain on sale of property and equipment | | |
| Total operating expenses | | |
| Operating loss | | |
| Other (expense) income: | | |
| Interest expense | | |
| Other income | | |
| Equity in net income of unconsolidated entity | | |
| Net loss | | |
| Net loss attributable to non-controlling interest | | |
| Net loss attributable to controlling interest | | |

See notes to consolidated financial statements.

**Apex Outdoor Advertising, LLC and Subsidiaries
(A Limited Liability Company)**

**Consolidated Statement of Operations
Period From September 29, 2018 (Inception) to December 31, 2018**

Revenue:

Advertising
Production

Total revenue

Operating expenses:

Franchise fees
Agency fees
Production expense
Selling, general and administrative
Transaction costs
Depreciation and amortization
Gain on sale of property and equipment

Total operating expenses

Operating loss

Other (expense) income:

Interest expense
Other income
Equity in net income of unconsolidated entity

Net loss

Net loss attributable to non-controlling interest

Net loss attributable to controlling interest

See notes to consolidated financial statements.

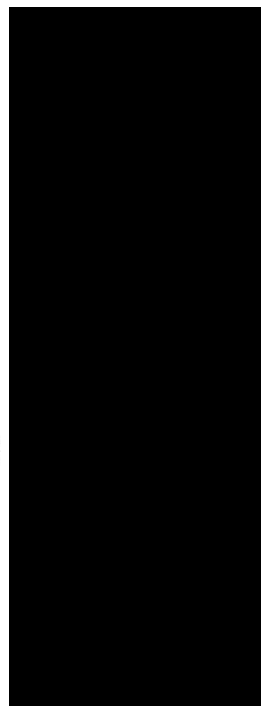


Signal Outdoor Advertising LLC

Income Statement

Unaudited - Internal Use Only

| | |
|--------------------------|--|
| Revenue | |
| Total Revenues | |
| Cost of Sales | |
| Total Cost of Sales | |
| Gross Profit | |
| Operating Expenses | |
| Total Operating Expenses | |
| Interest | |
| Depreciation | |
| Income Tax Expense | |
| Net Income | |



INSITE MARTIN STREET ADS, LLC AND SUBSIDIARIES

**CONSOLIDATED STATEMENT OF OPERATIONS
For the Period January 1, 2018 to September 28, 2018**

| | |
|---|--|
| Revenue | |
| Advertising | |
| Production | |
| Total revenue | |
| | |
| Cost of Advertising Structures Operations | |
| Salaries and payroll taxes | |
| Contract fees | |
| Insurance | |
| Miscellaneous | |
| Travel | |
| Rent | |
| Production | |
| Repairs and maintenance | |
| Taxes, licenses and permits | |
| Utilities | |
| Total cost of advertising structures operations | |
| | |
| Gross margin | |
| | |
| Commissions | |
| Corporate Expenses | |
| Income from operations | |
| | |
| Other Income (Expense) | |
| Gain on disposition of assets | |
| Other income | |
| Interest income | |
| Interest expense | |
| Equity in earnings of affiliate | |
| Bad debt expense | |
| Total other income | |
| | |
| Income before depreciation and amortization | |
| | |
| Depreciation and Amortization | |
| | |
| Net income | |
| | |
| Less: Net Income Attributable to the Non-Controlling Interests | |
| | |
| Net income attributable to InSite Martin Street Ads, LLC | |

See Notes to Consolidated Financial Statements.

**Signal Outdoor Advertising, LLC
(A Limited Liability Company)**

**Statements of Operations
Years Ended December 31, 2017 and 2016**

| | 2017 | 2016 |
|--|------|------|
| Revenue: | | |
| Advertising | | |
| Production | | |
| Total revenue | | |
| Operating expenses: | | |
| Franchise fees | | |
| Agency fees | | |
| Production expense | | |
| Utilities and maintenance | | |
| Selling, general and administrative | | |
| Depreciation and amortization | | |
| Loss on sale of property and equipment | | |
| Total operating expenses | | |
| Operating income | | |
| Other (expense) income: | | |
| Interest expense | | |
| Other income | | |
| Net income | | |

See notes to financial statements.

**INSITE MARTIN STREET ADS, LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016**

REVENUE

Advertising

Production

Total revenue

COST OF STREET FURNITURE OPERATIONS

Salaries and payroll taxes

Contract fees

Insurance

Miscellaneous

Production

Repairs and maintenance

Taxes, licenses and permits

Utilities

Total cost of street furniture operations

GROSS MARGIN

SELLING EXPENSES

CORPORATE EXPENSES

INCOME FROM OPERATIONS

OTHER INCOME (EXPENSE)

Gain on disposition of assets

Other income

Interest income

Interest expense

Equity in earnings of affiliate

Bad debt expense

Total other income (expense)

**INCOME BEFORE DEPRECIATION
AND AMORTIZATION**

The accompanying notes are an integral part of these consolidated financial statements.

Qualifications/Case Studies/References

Qualifications

Companywide, InSite Street Media generates approximately \$20,000,000 annually (2019) in advertising revenues. More than 95% comes from Street Furniture, or Sidewalk & Transit Amenities (STA).

InSite Street Media’s Mission Statement is...

To provide state-of-the-art transit advertising solutions that are attractive, well-maintained, and of great benefit to our municipal partners and their constituents.

Municipal Partners

The following is a select listing from the more than 70 municipalities under management by our team. Due to space limitations, we are not including contact information for each municipality, but can supply that information upon request.

| Municipality | State | Product(s) | Contract Origination Date |
|------------------|-------|-------------|---------------------------|
| Bayonne | NJ | Ad Shelters | 1999 |
| Belleville | NJ | Ad Shelters | 2020 |
| Bloomfield | NJ | Ad Shelters | 2020 |
| Cliffside Park | NJ | Ad Shelters | 1999 |
| Clifton | NJ | Ad Shelters | 2010 |
| Dumont City | NJ | Ad Shelters | 202 |
| Dunellen | NJ | Ad Shelters | 2002 |
| Edgewater | NJ | Ad Shelters | 2004 |
| Edison | NJ | Ad Shelters | 2002 |
| Elmwood Park | NJ | Ad shelters | 1996 |
| Englewood Cliffs | NJ | Ad Shelters | 2002 |
| Fairfield | NJ | Ad Shelters | 1998 |
| Fair Lawn | NJ | Ad shelters | 1995 |
| Guttenberg | NJ | Ad Shelters | 2001 |
| Hackensack | NJ | Ad Shelters | 2000 |
| Linden | NJ | Ad Shelters | 2007 |
| Lodi | NJ | Ad Shelters | 2000 |
| Lyndhurst | NJ | Ad Shelters | 1998 |
| Morris Plains | NJ | Ad Shelters | 2001 |
| Mount Arlington | NJ | Ad Shelters | 2002 |
| Old Bridge | NJ | Ad Shelters | 2000 |
| Palisades Park | NJ | Ad Shelters | 2002 |

| Municipality | State | Product(s) | Contract Origination Date |
|--|-------|--------------------------|---------------------------|
| Passaic | NJ | Ad Shelters | 2008 |
| Ridgefield | NJ | Ad Shelters | 2005 |
| Rochelle Park | NJ | Ad Shelters | 2001 |
| Secaucus | NJ | Ad Shelters | 1998 |
| Totowa | NJ | Ad Shelters | 2008 |
| Union | NJ | Ad Shelters | 2010 |
| West Orange | NJ | Ad Shelters | 1996 |
| Babylon | NY | Ad Shelters & Ad Benches | 2002 |
| Brookhaven | NY | Ad Shelters & Ad Benches | 2001 |
| Islip | NY | Ad Shelters & Ad Benches | 2001 |
| Nassau | NY | Ad Shelters | 1997 |
| Westchester County | NY | Ad Shelters | 2016 |
| Stamford Transit District | CT | Ad Shelters | 1990 |
| Norwalk Transit District | CT | Ad Shelters | 2011 |
| Waterbury | CT | Ad Shelters | 1981 |
| Los Angeles City | CA | Ad Benches | 2011 |
| Los Angeles County | CA | Ad Benches | 2019 |
| Altamonte Springs | FL | Ad Shelters | 2006 |
| Cutler Bay | FL | Ad Shelters | 2006 |
| Davie | FL | Ad Benches | 2009 |
| Doral | FL | Ad Benches | 2009 |
| Hallandale | FL | Ad Benches | 2010 |
| Hialeah | FL | Ad Benches | 2005 |
| Hillsborough City Transit Authority (HART) | FL | Ad Shelters | 2008 |
| Hollywood | FL | Ad Shelters & Ad Benches | 2008 |
| Lauderdale Lakes | FL | Ad Benches | 2004 |
| Miami-Dade County | FL | Ad Benches | 2005 |
| Miami Springs | FL | Ad Shelters & Ad Benches | 2000 |
| North Miami | FL | Ad Shelters | 2006 |
| North Miami Beach | FL | Ad Benches | 1999 |
| Oakland Park | FL | Ad Benches | 2003 |
| Pembroke Pines | FL | Ad Shelters & Ad Benches | 2008 |
| Pinellas Suncoast Transit Authority | FL | Ad Shelters | 2013 |
| South Miami | FL | Ad Benches | 2001 |
| Tamarac | FL | Ad Benches | 2004 |
| Wilton Manors | FL | Ad Benches | 2004 |
| Cobb County | GA | Ad Shelters | 1999 |
| Cobb County Transit | GA | Bus Ads | 2012 |

| Municipality | State | Product(s) | Contract Origination Date |
|------------------------|-------|--------------------------|---------------------------|
| Gwinnett County | GA | Ad Shelters | 2004 |
| Marietta | GA | Ad Shelters | 1999 |
| Smyrna | GA | Ad Shelters | 1999 |
| Bladensburg | MD | Ad Shelters | 2007 |
| Brentwood | MD | Ad Shelters | 2000 |
| College Park | MD | Ad Shelters | 2000 |
| Gaithersburg | MD | Ad Shelters | 2003 |
| Glenarden | MD | Ad Shelters | 2000 |
| Landover Hills | MD | Ad Shelters | 1999 |
| Laurel | MD | Ad Shelters | 2000 |
| Mount Rainier | MD | Ad Shelters | 2001 |
| New Carrollton | MD | Ad Shelters | 2006 |
| Prince George's County | MD | Ad Shelters & Ad Benches | 2000 |
| Seat Pleasant | MD | Ad Shelters | 2000 |
| Takoma Park | MD | Ad Shelters | 1999 |
| Fairfax County | VA | Ad Shelters | 2010 |
| Loudoun County | VA | Bus Ads | 2012 |

Case Study: City of Los Angeles

After being awarded the bus bench contract for the City of Los Angeles in 2011, InSite Street Media (then Martin Group) purchased and installed nearly 6,000 benches in less than two years, while at the same time removing more than 4,500 old benches owned by the previous vendor. During the same time period, the company installed more than 2,000 trash receptacles. All of the 6,000 bus benches were professionally installed in compliance with all ADA, State of California, and Los Angeles City regulations. There is no company other than InSite Street Media that has installed modern steel benches of that magnitude within that time frame anywhere in the country.

InSite Street Media also proven procedures for cleaning and maintaining Street Furniture. The success of a Street Furniture advertising program depends on a proven track record and a competent, motivated sales team working with the businesses located throughout Greater Los Angeles and National Sales Offices across the country. InSite Street Media has established stellar performance in the fulfillment of its contract obligations with various municipalities, and especially, as it proves relevant to the City of Los Angeles.

In the City of Los Angeles, InSite Street Media’s crews visit each of the 6,000 bus bench locations twice a week, and in addition, our operations center dispatches “hot spot” crews to deal with locations demanding more service. “Hot spots” are bus stops that need more attention than usual to maintenance in order to be sustained at acceptable levels of cleanliness. InSite Street Media has exacting standards for eliminating graffiti from both the benches and the advertisements, making any necessary repairs to the benches, and cleaning the benches and the bus stop area. Crews primarily engaged in the installation and removal of advertising displays on the benches also

visit the bench sites on a regular basis. Additionally, the Company’s Field Operations Supervisor also dedicates 50% of his workday to active field inspection. These operational procedures ensure we have “more eyes” on every Street Furniture site.



References

| <i>Municipal Partner</i> | <i>Contract Manager/POC</i> | <i>Contact Information</i> |
|---|--|---|
| <i>City of Los Angeles, CA: Transit Bench Program</i> | Lance Oishi Contract Administrator | Ph. (213) 847-3333 Email: lance.oishi@lacity.org |
| <i>Hillsborough Area Regional Transit (HART) Tampa, FL</i> | Daniel Rodriguez Project Manager 1 | Ph. (813) 384-6438 Email: rodriguezdgohart.org |
| <i>Nassau County DPW, Transit Division Hicksville, NY</i> | Sharon Persaud Project Manager Transit Division | Ph. (516) 571-6639 Email: lfw@nassaucountyny.gov |
| <i>Prince George’s County, DPW & Transportation Largo, MD</i> | Anthony Foster Chief Transit Planning | Ph. (301) 883-5677 Email: acfoster@co.pg.md.us |
| <i>Fairfax County Department of Transportation Fairfax, VA</i> | Tom Reynolds Mtc. Section Chief/Transportation Planner V | Ph. (703) 877-5973 Email: Thomas.Reynolds@fairfaxcounty.gov |

Critical Factors for STAP Success

The Sidewalk & Transit Amenities Program (STAP) is a large, complex, ambitious, and visionary project that will require extensive collaboration and alignment among various constituents, stakeholders, communities, and project management.

Here are the critical factors for success we see:

- **Timely Coordination:** In projects of this size and complexity, the lack of timely coordination is often an obstacle to successful execution. It is imperative that the Contract Administrator, Project Manager, and relevant stakeholders adhere to:
 - A clear discussion of incremental project objectives.
 - An efficient timeline for decisions and deliverables.
 - A disciplined and efficient approval process.
- **Public Comments:** STAP aims to become an integral part of communities, intending to add rather than subtract from a neighborhood's quality of life. It is critical to:
 - Communicate with citizen groups clearly and with advance notice.
 - Set realistic, yet ambitious, deadlines for comments and decisions.
 - InSite has actively participated in several of the StreetsLA community informational sessions. It is both clear to InSite and reflected in the company's proposal that many members of our community are highly concerned about the potential influx of digital signage taking over the streetscape with excessive visual pollution and commercialism. InSite considers the streets of LA to be "the people's space." Consequently, the planned orderly rollout of digital screen is respectful of the concerns expressed by our neighbors.
- **Program Objectives vs. Specialized Projects:** It is important to avoid conflation of broad program objectives with Specialized Projects. Each can be executed and evolve in parallel, but one should not hinder progress on the other.
 - *Program Objectives* include the urgent installation of phase one STAP shelters to service the immediate needs of the community, for example.
 - *Specialized Projects* include mobility and transit hub options in phase 2, recognizing that these new elements require more planning, discussion, and implementation of technology and specialized STAP elements.
- **Scalable, Serviceable & Practical Technology:** We must keep in mind that the program will benefit *only* from scalable, serviceable, and practical technology. We need to avoid the pitfalls of deploying unproven technology at scale, but rather be disciplined about conducting *contained*, proof-of-concept deployments to ascertain the applicability and practicality of mass deployment.
- **Problem-Solving Mentality:** This project, given its scale and complexity, will require a problem-solving mentality for all parties involved. As we ideate and conceptualize around STAP, there is *absolutely no way* to foresee the issues and obstacles we will undoubtedly encounter. InSite Street Media pledges to approach the execution of STAP with a positive, problem-solving, all-hands-on-deck stance. Agility in approach, tactics, technology, and methods will serve us well.
- **Start With The End in Mind:** The *essential goal* is 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. Introducing transit hub elements into the program using the phased approach will avoid the unintended consequence of igniting community backlash based on the people’s perception that excessive street furniture and signage essentially lowers quality of life.



Business Plan

InSite Street Media has the advantage of a fully established operation in Los Angeles, as the contractor for the City of Los Angeles CSFP Transit Bench program. The current office at 1990 Westwood Blvd., Suite 200, Los Angeles, CA has the staff and expertise to operationalize the City of Los Angeles’ STAP from day one, with the following capabilities already in place:

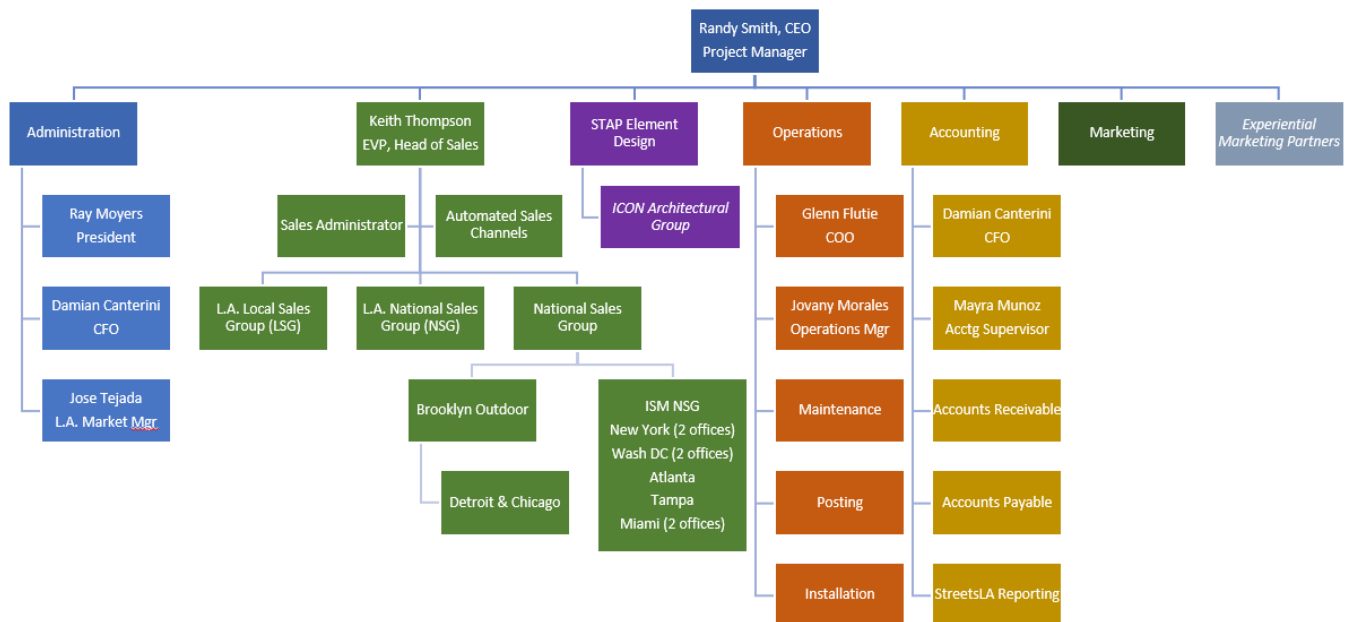
- Administration
- Sales
- Operations
- Accounting

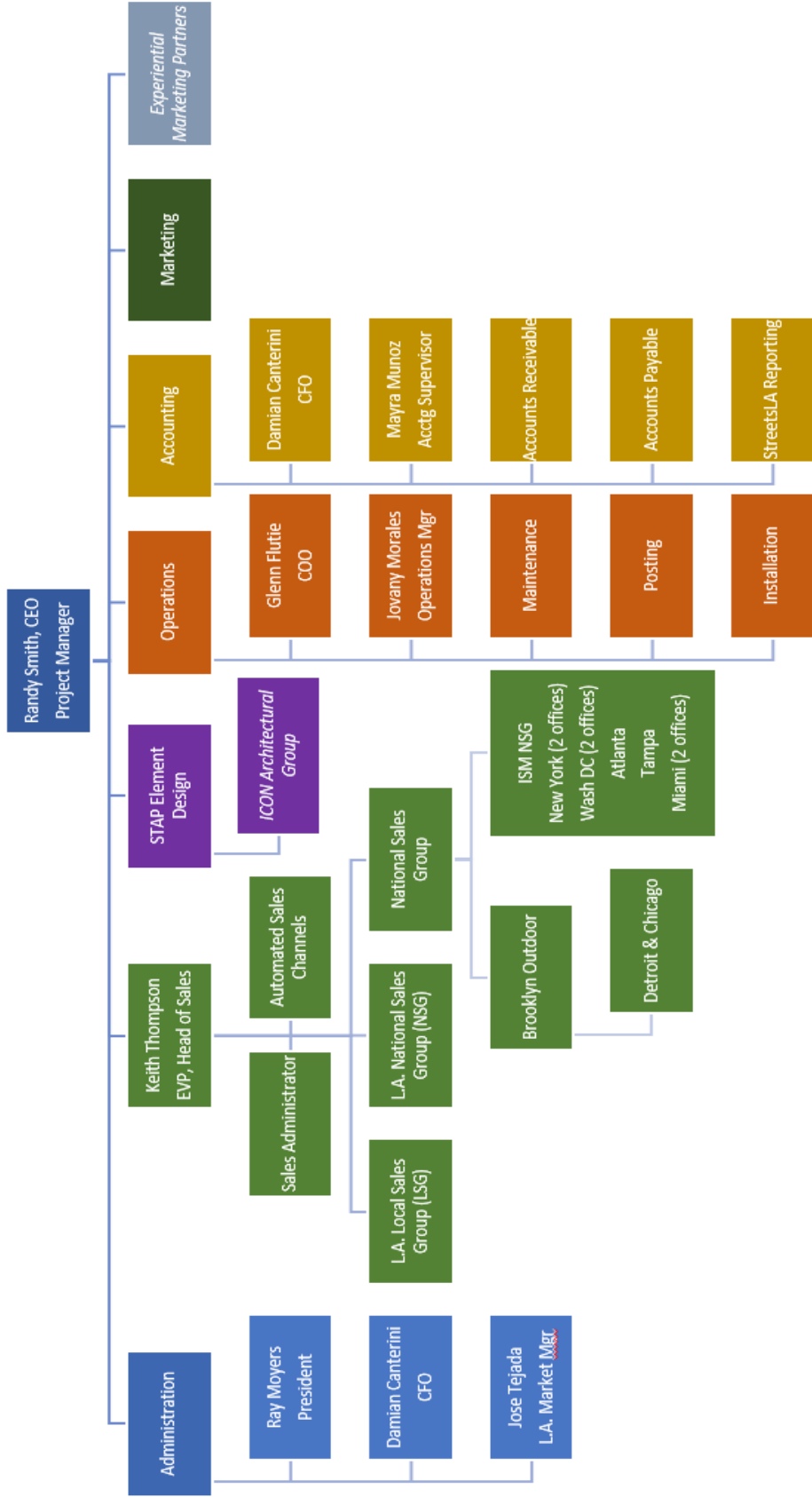
The **Project Manager** and Primary Point of Contact (PPOC) for the City will be **Randy Smith**, Chief Executive Officer. Mr. Smith is also the PPOC for the City on our current CSFP Transit Bench contract.

Randall N. Smith, Chief Executive Officer
 InSite Street Media
 1990 Westwood Blvd., Suite 200, Los Angeles, CA 90025
 Phone: (310) 559-1600
 Mobile: (310) 433-6556
 Email: rsmith@insitesm.com

Project Management Organizational Chart

The organizational chart for the day-to-day management and operation of this contract is listed below and on the following page at a larger scale.





Phased Approach to STAP Street Furniture Elements

The City of Los Angeles intends to develop a self-sustaining, world-class street furniture program. InSite Street Media is the experienced business partner to make this goal a reality.

InSite shares the City’s vision of ensuring that the mandatory and foundational program element of the Transit Shelter will function as the basis from which a transformative, world-class streetscape will be cultivated. Further, the Company has concluded that program success hinges on a thoughtfully planned, phased roll out of furniture amenities with the Transit Shelter serving as the substructure element. In conjunction with the Shelter, the very basic Litter/Recycling Receptacle is of key importance given that well-maintained streets are a basic imperative to ensure the quality of life for Angelenos reflects that of the world-class city that Los Angeles is.

InSite has undertaken exhaustive research into the **LADOT Strategic Implementation Plan** and evaluating how the construct of Transportation 2.0 can successfully work in conjunction with a successful roll-out of STAP. The Company believes the approach of creating mini-mobility hubs that act as an extension of LA’s anchor Transit Hubs from the base Shelter has merit. Additionally, the Company has conducted qualitative research related to the community attitude towards elements of the STAP program. InSite does not believe mini-mobility hubs with an excessive number of screens, as a practical matter, is politically achievable. In short, it is the Company’s conclusion that, with an overly aggressive roll-out schedule, the City and their selected STAP partner will encounter serious push-back on certain elements in the STAP Program. Further, in order to both allow time for a successful Shelter roll out *and* for technology related to Smart City / Mobility Hub to evolve *AND* avoid the potential negativity that has hampered the perception of Los Angeles’ Vision Zero program, InSite is recommending a phased approach to the roll-out of the elements of the STAP program.

~~Vision Zero falls short~~

Despite the implementation of Vision Zero, Los Angeles is struggling to significantly reduce traffic deaths.

Traffic deaths in Los Angeles



Sources: LADOT, LAPD

Los Angeles Times

<https://www.latimes.com/local/lanow/la-me-ln-traffic-deaths-bike-pedestrian-los-angeles-vision-zero-20190425-story.html>

AVOID NEGATIVE HEADLINES FOR STAP. PHASE THE ROLL OUT.

InSite Street Media's Phased Roll-Out Plan

- STAP Program **YEAR 1** – New Digital Shelters & PAK's (770)
- STAP Program **YEAR 2** – New Static Shelters (750)
- STAP Program **YEAR 3** – New Static Shelters (750)
- STAP Program **YEAR 4** – New Static Shelters (750)
- STAP Program **YEAR 5** – Introduce Mini-Mobility Hub Elements* at select Shelters

*Mini-Mobility Hubs to include eLockers, Docking Stations, etc.

**Above does not call out current Shelter refurbishment program which will be ongoing starting in year 1

Additional Staffing Requirements

We do expect to increase staff in the following areas:

- **Operations (Regular Staff):** We plan on adding an additional fifteen (15) team members, and an additional fifteen (15) vehicles, to include the maintenance of the STAP transit shelters and the posting of the non-digital advertising assets.
- **Operations – Installation Staff:** For the first eighteen (18) months of the contract, InSite Street Media forecasts an additional, dedicated Installation Crews comprised of two (2) teams, each with a truck + trailer and four (4) person crew, for a total of eight (8) team members assigned to STAP Element installations. For the CSFP existing shelter relocations, we expect to add Relocation Crews comprised of two (2) teams, each with a truck + trailer and four (4) person crew, for a total of eight (8) team members.
- **Sales Department (Local):** Our current local sales team has 7 members. We plan on adding an additional 2-3 account executives further enhance our coverage of local sales opportunities.
- **Sales Efforts (National/Regional):** We plan on adding at least 2 senior sales professionals to bolster our national/regional sales efforts in Los Angeles. In addition to the L.A.-based national sales team, we will deploy national sales veterans in our New York market, with a combined 50+ years of national out-of-home sales experience, to fully develop the national revenue opportunity for STAP.

Integration

InSite Street Media will fully integrate the legacy CSFP and new STAP Elements into its existing operation to include:

- Maintenance
- Installation
- Posting
- Billing
- Inventory Management
- Reporting
- Sales & Customer Service
- Business Development
- Marketing

Existing CSFP transit shelters will be uploaded into the company's Inventory Management System (IMS) as non-advertising shelters. These will be included in the IMS to schedule and track maintenance. New STAP Elements will be added to the inventory master file in the IMS. All inventory will have a minimum of the following fields:

- ✓ Unique ID

- ✓ Advertising display or non-advertising display
- ✓ Format: digital/static
- ✓ Size: H" x W"
- ✓ Lat/long
- ✓ Geopath ID
- ✓ OOH Media Operator Name: shelter, kiosk, recycling receptacle, urban panel, etc.
- ✓ Photo
- ✓ Rate card

Content Management System

Insite Street Media acknowledges that 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that we 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. Insite Street Media acknowledges that the system, at a minimum, should have the following key components:

- ✓ **Access Control:** Insite Street Media acknowledges that 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 Insite Street Media.
 - Content Scheduling: Control of the scheduling of the display of commercial message and public information.
- ✓ Insite Street Media acknowledges that 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 Insite Street Media 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 Insite Street Media. Insite Street Media acknowledges that with regard to threat assessment and remote security remediation, a cybersecurity platform solution similar to Palo Alto Networks will be a requirement.
- ✓ **The Canvas:** Insite Street Media acknowledges that the user interface must allow the primary program participants, the City and Insite Street Media, the ability to build, organize, manage, and publish content for multiple platforms. Insite Street Media acknowledges that the solution will need to be able to segment the content into either user defined categories or system defined categories; and the categories need to be able to subscribe to a hierarchical structure. These categories will play a role in how the data is presented on the screen and how it interacts with the customer. Insite Street Media acknowledges that the user interface must also accommodate the aforementioned programmatic digital out of home advertising capability.

- ✓ **Media Editor:** Insite Street Media acknowledges that there will need to be a tool for easily updating, organizing, and managing files and folders related to content and schedule. Insite Street Media acknowledges that the Media Editor will allow for an initial review of content using variables developed from the City of Los Angeles' Advertising Content Policy.
- ✓ **Adaptive Interaction:** Insite Street Media acknowledges that we must 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. Insite Street Media acknowledges that the system must also be able to capture and store the data points resulting from the interaction according to the City's privacy and data collection and use standards.
- ✓ **Dashboard:** Insite Street Media acknowledges that the management system must have a user configurable dashboard that reports on key analytics for our company 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:** Insite Street Media acknowledges that the solution must provide standard reports as well as a platform that allows our company and the City to create 'proof of play' logs, display occupancy, device service status, and other customized reports. Insite Street Media acknowledges that 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:** Insite Street Media acknowledges that 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. Insite Street Media acknowledges that 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, Insite Street Media acknowledges that we must review and ensure that the City's project charter maps completely to the usefulness of this CMS solution, in its entirety. Insite Street Media acknowledges that the review process will take place no less than every three months. The review process will govern the implementation of Patches and the activities surrounding Application, Solution, Infrastructure, and Peripheral upgrades. Furthermore, Insite Street Media acknowledges that the team in charge of patches and upgrades, will need to have at least one team member with cloud architecture experience.
- ✓ **Title and Ownership:** Insite Street Media acknowledges that title and ownership of the content management system will remain with the City during the Contract Term, unless otherwise negotiated between the City and our company. The City will grant to the Insite Street Media free and irrevocable use of the CMS during the Contract Term. Insite Street Media acknowledges that at the end of the Contract Term, the CMS will become the property of the City.

Broadsign Content Management System (CMS)

It is possible that InSite Street Media will partner with Broadsign to provide broad CMS, programmatic sales, and customized content solutions for STAP.

Access Control

User accounts provide access to Broadsign Products. They are password-protected. A network administrator, or user with permission to create and modify other users, sets the password initially.

- ✓ When a user requests to log in to the network, Broadsign Server verifies that the login information is correct. It then grants access and permissions to perform tasks on the network based on the user's assigned user groups and privileges.
- ✓ Single sign-on is a system used to associate multiple user accounts with the same email. With single sign-on, the same credentials can be used to obtain access to all associated accounts. The Broadsign Control Administrator interface allows a user to quickly swap between other associated accounts.

Content Scheduling

This can be achieved by using the standard, out of the box features in Broadsign Control (CMS Solution). Users can schedule commercial messages, or public information to the screens of their choosing with ease.

Depending on the use case, it is also possible to schedule commercial messages as guaranteed spots in the loop, and public information as “filler” content as well, depending on the use cases, and loop structure desired by the client.

Broadsign Publish (Local Digital Signage Content Management Solution) can also be used in order to allow more control over public information messages etc. A portion of the loop dictated by Admin can be devoted to “Public Information” messages. The 3rd party user (City users) can log into Broadsign Publish (web-based software) and create custom Public Information messages to be displayed on screen, in their portion of the loop.

Account and System Security

Broadsign is the only SOC 2 certified digital signage platform in the world. Broadsign successfully completed the Service Organization Control (SOC) II and ISAE3402 audits starting in 2017. These audits set standards for security, availability, process integrity, confidentiality, and privacy for SaaS and cloud-based companies.

As digital signage network operators increasingly leverage cloud services to store data, compliance ensures that service providers follow strict security policies and procedures to protect the integrity and confidentiality of their clients’ data.



Their server infrastructure contains built in mechanisms and security to ensure that your data remains safe and secure. Broadsign Control has a user role and privilege system in place as well. Therefore, based on the use case, the Contractor can manage the CMS and be the system administrator. The Sys Admin can then assign specific user functions and privileges to the city users to ensure they have what they need to fulfill their role, specifically, and not grant any additional access they should not have or be considered a risk.

Broadsign supports the ability to use enterprise authentication for the CMS solution, using Active Directory, or other LDAP, SSO systems. This is accomplished through the setup and use of Auth0, which is integrated into the Broadsign Control CMS.

Their server infrastructure contains built in mechanisms and security to ensure that your data remains safe and secure.

1. All of Broadsign’s production infrastructure is cloud based hosted in AWS. Any endpoint can be barred from this infrastructure either through blacklisting or removal of authorization provided by certificates and/or credentials.
2. We use an industry-accepted malware protection solution for endpoints, with centralized notification.
3. We use a 24x7 Security Operations Centre running an industry accepted SIEM, with matching incident response capability.
4. Within our office infrastructure, one or more firewall / cybersecurity devices protects the physical network from access by cybersecurity threats.

Broadsign Control can also manage playback and publishing of content which is living outside of the CMS. Broadsign Control offers an “external ad copy” function. Ad copies can be added, managed, organized, and published through the CMS; however, the ad copy itself is referencing an external URL. This external URL can point to the actual piece of content required for playback, on a 3rd party ad server etc.

Apparatix Media Solutions ("APX")

InSite Street Media already employs an OOH Inventory Management System (IMS) that is optimized to manage digital advertising displays with multiple *flips*. Apparatix is a cloud-based, integrated software system designed specifically for the out-of-home industry that enables us to communicate, track, and provide proof-of-performance and completion reports in real-time. InSite Street Media will use APX, in conjunction with additional systems stacked to manage digital assets and content (see CMS info above) to manage the STAP contract. should it be awarded to us. All employees including Operations, Sales, Administration, Accounting, and Management utilize this web-based system. This allows us to efficiently manage all aspects of the business providing keen insights into the timing and completion of maintenance schedules, inventory occupancies, sales activity, and a myriad of other metrics that are immediately available.

| INVENTORY MANAGEMENT SYSTEM (IMS) REPORTING & ACCESS | | | |
|--|---|--|---|
| Data | Details | Format | Frequency |
| Master Inventory file | A detailed file with the details on all STAP Elements, including: <ul style="list-style-type: none"> • Unique ID • Format: digital/static • Size: H" x W" • Lat/long • Geopath ID • OOH Media Operator Name: | <ul style="list-style-type: none"> • Uploaded and actively managed in Apparatix. • Uploaded and updated in StreetsLA GIS/Asset Management Plan | <ul style="list-style-type: none"> • Uploaded in Apparatix in real time. • Updated in StreetsLA GIS/Asset Management Plan daily during buildout, weekly thereafter. |

| | | | |
|---|--|--|--|
| | <p>shelter, kiosk, recycling receptacle, urban panel, etc.</p> <ul style="list-style-type: none"> • Photo | | |
| Posting/display schedules | By location, date(s), date range(s) and advertiser | Managed by Apparitix (bookings) and CMS (schedules) in real time. Secure access given to StreetsLA in real-time, downloads in Excel, .pdf and other formats available. | Active, real time management in Apparitix, with real time availability to StreetsLA. Monthly posting reports included in Monthly Report to StreetsLA. |
| Pre-posting Review | Creative review of upcoming campaigns. | Managed by Apparitix/CMS, with real time access given to StreetsLA. Questionable copy flagged for StreetsLA review by InSite Street Media. | Real time, five (5) days prior to start date (<i>target availability</i>) |
| Advertising availability, occupancy reports, average rates | By location/face, by adjustable time period, by format, by advertiser. | Managed by Apparitix, with real-time access given to StreetsLA. | Active, real-time management in Apparitix, with real time availability to StreetsLA. Monthly occupancy and average rate reports included in Monthly Report to StreetsLA. |
| Maintenance schedules | By location, maintenance type, date range, format | <ul style="list-style-type: none"> • Actively managed in Apparitix. • Uploaded and updated in StreetsLA GIS/Asset Management Plan daily | Active, real time management in Apparitix, with real time availability to StreetsLA. Updated in StreetsLA GIS/Asset Management Plan daily |
| Sales contracts | By advertiser, with agency (if any), with location list (if any), term, rate per unit, rate per period, agencies/3 rd party commissions if any. | Managed by Apparitix. Secure access given to StreetsLA in Realtime, downloads in Excel, .pdf and other formats available. | Active, real time management in Apparitix, with real time availability to StreetsLA. Monthly sales reports included in Monthly Report to StreetsLA. |
| Revenue by face | Net revenue generated by each face, by date range, by advertiser, by format | Managed by Apparitix. Secure access given to StreetsLA in real time, downloads in Excel, .pdf and other formats available. | Active, real time management in Apparitix, with real time availability to StreetsLA. Monthly revenue-by-face reports included in Monthly Report to StreetsLA. |

| | | | |
|----------------------------|--|---|---|
| Accounts receivable | Invoices/billing by advertiser/agency, date range, aging, receipts | Managed by Apparitix with Sage Accounting integration. Secure access given to StreetsLA in real-time, downloads in Excel, .pdf and other formats available. | Active, real time management in Apparitix/Sage, with real time availability to StreetsLA. Monthly aging and receipts reports included in Monthly Report to StreetsLA. |
|----------------------------|--|---|---|

Research and Insights Partner: Vision Strategy & Insights

As the STAP is an ambitious re-imagination and re-engineering of the sidewalk and transit amenities Angelenos use every day, we feel it is important to better understand the community’s attitudes, perceptions, and reaction to the proposed plan. Recent community-engagement online forums conducted by the City have indicated resistance to an increase in digital signage/advertising. If awarded the contract, InSite Street Media intends to partner with Vision Strategy & Insights to conduct additional qualitative research that will contribute to a positive outcome regarding the development, roll-out and value-building for STAP elements and plans.

Vision Strategy and Insights is a full-service research and strategy firm with 20+ years of experience in the development and implementation of actionable research studies among general market, Hispanic, African American and Asian American consumers. They are certified minority and women-owned and their extensive background and expertise speaking with, and deriving insights from, culturally-diverse communities is of particular value to this project. VSI has extensive experience in issue advocacy research, helping both corporations and non-profit organizations better understand their constituents/customers and craft relevant and resonant messaging to reach them.

Procedures, Posting & Removal Procedures

InSite Street Media currently operates over 16,000 Street Furniture faces in Los Angeles and other major markets in the country. The company has established policies and procedures in order to effectively manage all operational aspects of the business as it relates to override/over-posting, bonusing, and validating actual contracted billings relative to target rate card rates. Further, the Company is committed to the environment and will ensure that the STAP program assets are operated with consideration for sustainability by using energy efficient digital screens, solar power as available and sufficient, and recycling of static materials. Additional details are available to the City upon request.

Data Collection

InSite Street Media does not intend to use data collected from STAP for any other purpose other than attribution analysis and audience delivery information. The Company has no intention of selling data and will not engage with any subcontractor who does not thoroughly abide by all privacy laws currently in place and/or put in place through new legislation that occurs after the start of the STAP program. InSite recognizes the increasing social concerns around privacy invasion and trusts the City recognizes that considering a partnership with a vendor who has ownership ties to “big tech” may prove to turn into a significant political issue that could derail the STAP program before it launches.

Key Personnel

Project Manager & InSite Street Media Chief Executive Officer

RANDALL N. SMITH

Randy Smith is a cum laude graduate of Harvard University where he majored in economics. Mr. Smith is currently involved in the overall strategic management of InSite Street Media/Apex Outdoor Advertising, LLC and leads the Executive Committee, as well as serving in a key operational role as the General Manager of the Los Angeles operation. Mr. Smith has been involved in the Street Furniture/Outdoor Advertising business for more than 17 years, during which time the Martin Group, then InSite has grown from one entity to several entities with agreements in over 70 municipalities, and more than 16,000 street furniture advertising faces.

Prior to his current industry focus, Mr. Smith served as the Chairman/CEO of TeleCom Towers, L.L.C.(TLLC) which was a pioneer owner/operator of wireless communications towers and facilities offering advanced wireless communications solutions. TLLC merged with American Tower Corporation (NYSE), which is today the world's largest provider of wireless communications facilities, in early 1999. Mr. Smith is devoted full-time to implementing Insite Street Media's vision of expanding and elevating the quality of the street furniture advertising industry in key municipalities. With respect to an award of a transit shelter contract by the City of Los Angeles, Mr. Smith will be the designated full-time Project Manager and will have full authority to act for Insite Street Media. Mr. Smith is a resident of the City of Los Angeles.

President

RAY MOYERS

With over 50 years in the outdoor advertising industry, Mr. Moyers, has experience in all facets of the business. He is responsible for managing the day-to-day operations of the company. One of his primary responsibilities is working with new and existing transit partners to build strong relationships. Mr. Moyers is also involved with supporting the sales effort to ensure strong revenue streams and working with the operations team to maintain quality control on the service we provide to our partners.

Prior to his current position with InSite Street Media, Mr. Moyers was Chief Operating Officer of Signal Outdoor from 2013 to 2016 and was responsible for approving all contractors and vendors along with reviewing new technologies. Before Signal, Mr. Moyers was Sr. VP/ Chief Operating Officer of Olympus Media, LLC from

2004 to 2012. Prior to Olympus, Ray held various management positions with Clear Channel Outdoor Advertising, Triumph Outdoor Holdings, POA Acquisition Corp., Universal Outdoor Advertising, Bressler Outdoor Advertising, and Whiteco Metrocom. Mr. Moyers is also a Navy veteran and attended Dallas Baptist University in Texas.

Executive Vice President, Operations

GLENN FLUTIE

Since 1984, Mr. Flutie has provided and managed street furniture programs in numerous markets, and during this period he has overseen the installation of more than 8,800 bus shelters and bus benches. Mr. Flutie has a broad knowledge of ADA requirements, as well as general installation expertise, and is known for his ability to install and maintain benches in a safe and timely manner. His experience includes the supervision of the

installation of the street furniture in Atlanta in 1996 in time for that year's Olympics. After being awarded the bus bench contract for the City of Los Angeles in 2011, Mr. Flutie personally supervised the installation of nearly 6,000 benches in less than two years, while at the same time removing more than 4,500 old benches owned by the previous vendor. During the same time period, Mr. Flutie's team installed more than 2,000 trash receptacles.

In addition, Mr. Flutie's knowledge and unique understanding of the various Federal, State, and local regulations, along with his strong relationship with our manufacturing partners, will assure the seamless transition from the current program to the new and improved Sidewalk and Transit Amenities Program. Mr. Flutie serves as the company's Executive Vice President of Operations and serves on the Executive Committee. He will dedicate a substantial portion of his time to the Sidewalk and Transit Amenities Program, as the Road Supervisor, to ensure the transit shelter advertising program meets Insite Street Media's high standards of performance during the start-up, installation and maintenance roll-out phases of the program, as he did for LA's current bus bench contract. Once the rollout is complete, Mr. Flutie will continue to be in daily contact with the Field Supervisor.

Mr. Flutie currently splits time between Los Angeles and South Florida to fulfill his professional responsibilities. The full-time Los Angeles Market Field Operations Supervisor will report directly to Mr. Flutie. With respect to an award of a contract by the City of Los Angeles, Mr. Flutie will be the designated full-time Road Supervisor and will have the full authority to act in that capacity for Insite Street Media

Chief Financial Officer

DAMIAN CANTERINI

Mr. Canterini was named Chief Financial Officer of InSite Street Media 3 years ago. He is a CPA with over 23 years of experience in public and private accounting. Mr. Canterini oversees accounting, finance, and HR functions for InSite Street Media. Prior to joining Signal Outdoor Advertising, a predecessor to InSite Street Media, he held a variety of upper management accounting positions within healthcare, telecommunications, pulp and paper, and public accounting industries, including VP of Finance, Director of Finance, Chief Accounting Officer and Controller. Mr. Canterini received his B.S. in Accounting from King's College in Pennsylvania and his MBA in Finance from Georgia State University.

Executive Vice President, Sales

KEITH D. THOMPSON

Mr. Thompson graduated magna cum laude with a BA in communications from University of California, San Diego, and later received an MBA from Pepperdine University, earning membership in the Delta Mu Delta international society for academic excellence in the field of business administration. Mr. Thompson has spent his entire career in the Outdoor Advertising/Street Furniture industries in various roles in Operations, local and National Sales, General and Sales Management, and National Client/Media Agency leadership in both Los Angeles and New York City.

Over the course of his career, Keith was introduced to the field of Out of Home advertising during college working in the operations department as a billposter for a Los Angeles based OOH company. After several years in sales at various firms including Outfront Media's predecessor company (Gannett Outdoor), Mr. Thompson moved to various client and agency roles. Keith has overseen sales and marketing for various forms of static and digital OOH formats including street furniture (Shelters, Kiosks, & Benches), large format inventory (Billboards,

Wallscales, Sunset Strip & Times Square Spectaculars, etc.) and place-based digital and static kiosks in iconic Los Angeles properties such as The Grove, Santa Monica Place, & The Americana. Mr. Thompson's client and agency experience includes stints at Los Angeles based KB Home's corporate Marcomm department where he was in charge of guiding corporate strategy for all OOH in the homebuilder's divisions throughout the US. Keith later served as Managing Director on the media agency side of the OOH business, leading Interpublic Group's Los Angeles office with responsibility for approximately \$60,000,000 in annual agency billings from several national brands including multiple divisions of Disney.

Mr. Thompson joined InSite Street Media in 2013 after the completion of the initial rollout of the City of Los Angeles' current bus bench program. He was instrumental in building the company's Los Angeles sales team that grew the business at a CAGR of approximately 10% through 2019. Keith is currently responsible for all InSite Street Media's revenue derived from 9 offices located in each of the company's markets of operations. In addition, he serves on the InSite's Executive Committee. Mr. Thompson is a resident of the County of Los Angeles.

Los Angeles Market Manager

JOSÉ TEJADA

Mr. Tejada is a graduate of the U.S Naval Engineering School and served in the U.S. Navy on active and reserve duty from 1985 until being honorably discharged in March 1992. After his military service, Jose has held a variety staff and supervisory positions at various companies including Black & Decker, The Mortgage Store, Arrowhead Water, and Pacific Pharmacy Group. Mr. Tejada is an expert in the operation of the sophisticated inventory management system utilized by InSite Street Media.

Los Angeles Operations Manager

JOVANY MORALES

Mr. Morales has been employed with InSite Street Media since 2015 serving in a variety of roles in operations. Prior to InSite Street Media, Jovany worked in the retail industry as a store manager at a major national retail chain for six years, where he supervised over 20 sales associates. Mr. Morales also has extensive background in construction management.

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Advertising Sales Plan

Experience

InSite Street Media has a strong track record of providing advertisers with marketing solutions leveraging the power and unavoidable reach of *out-of-home advertising*, thereby driving revenue increases from national, regional, and local advertisers. InSite Street Media is convinced that its combination of local marketing expertise, ability to secure revenue from national advertisers, focus on *hyperlocal sales* in support of small business merchants, and deep experience in the area of *multicultural sales* coupled with a keen understanding of potential and evolving new technologies is unmatched by any other potential STAP partner.

We believe that InSite Street Media can generate more advertising revenue, with a diverse mix of categories and business types, than any other applicant. The Company has a staff of 31 professional Sales Executives throughout the country based in offices in Los Angeles, New York, Chicago, Atlanta, Miami, Detroit, and Orlando. All these sellers will contribute to STAP by importing revenue from advertising clients based in their respective markets. Seven of the aforementioned salespeople are based in InSite's current Los Angeles, Westwood Blvd. office. The Company intends on hiring a minimum of two additional senior sales executives to be based in the Los Angeles office if awarded the contract for the City of Los Angeles STAP Advertising Program.

As support for the above overview and evidence for the City to contemplate, we submit the following information for your consideration.

- First, InSite Street Media currently operates the City of Los Angeles Bus Bench program. Since taking over the program in Q4, 2011, the Company has outperformed the prior Bus Bench operator and every measurable level. For example, the prior Bus Bench operator of the City of Los Angeles contract paid no overage (revenue percentage) to the City in the ten years they operated the system. Since assuming responsibility for the Bus Bench program, InSite (contracted under InSite subsidiary name Martin Outdoor Media – M.O.M.) InSite/M.O.M. has paid the City an overage every year of operation through 2019. Company has paid the City more than \$4,800,000.
- Second, since we have taken over the City of Los Angeles contract, local advertising revenues increased from an annual base of \$1,771,951 in 2012 to \$3,764,769 dollars in 2019.
- Third, and of most importance for our discussion here, national advertising in Los Angeles has increased from an annual base \$1,814,995 in 2012 to \$2,594,449 in 2019. National advertising now constitutes a large percentage than ever of the advertising revenues in the Los Angeles Bus Bench program.

The reality is that Bus Bench advertising has historically been a medium used almost exclusively by local advertisers. Local advertising will always be a key component of our mission with the Benches and the company has *in place* a mature, proven sales apparatus to capture maximum revenue from local advertisers that recognize the benefits of Out of Home Media (OOH). The Company also has a proven track record of successfully increasing LA city Street Furniture program revenue and City income. If awarded the STAP program, the Company will ensure

that the STAP Shelters will be marketed effectively to *both* National/Regional *and* Local advertisers resulting in the same effect of an increased yield from program revenue enjoyed by the City of Los Angeles. A detailed description of the strategy to achieve this declaration is outlined in the following sections.

National & Regional Sales Plan

InSite Street Media has a broad national network of both client and advertising agency contacts through our national sales force team. This network includes:

1. Multiple full-time salespeople on staff in Los Angeles dealing regularly with national advertisers and agencies in Los Angeles, San Francisco, Seattle, Portland, and other West Coast markets.
2. Three sales employees on staff based in New York with over 50 years combined experience working with New York city based agencies and clients that actively sell the current Los Angeles Street Furniture product which will be scaled to exporting revenue from New York into the larger mix of Los Angeles STAP assets
3. A key subcontractor partner consisting of four highly regarded industry professionals who interact daily with advertising/media buying agencies in Chicago, Detroit, and other markets in the East Coast and Central Regions.
4. A National Sales Group based in South Florida and Atlanta with national agency relationships in the second-tier markets of Southeast Region including Dallas, Austin, Atlanta, Miami.
5. Two sales employees based in InSite Washington DC area offices who contribute to the team by developing revenue opportunities from government programs funded from Federal, State and Local government budgets.

Local Sales Plan

Notwithstanding an established and highly professional team with experience and expertise working with national advertisers, InSite Street Media remains equally focused on the market for small businesses. While other, larger outdoor advertising companies treat local sales as an afterthought, our company believes that local and small business advertisers are the *heart* of a properly run street furniture advertising program. It is well known that most new hires in the United States are done by small business. The City's Policy of seeking partners through the Business Inclusion Program (BIP) confirms this understanding and recognition that small companies are generating new jobs for the City of Los Angeles. And yet, it is increasingly difficult for the small business segment to find efficient ways to advertise. Outdoor advertising is the only media not served through online/mobile platforms that is gaining audience in this digital age. The fact remains that small businesses are usually priced out of the market for many out-of-home options or lost in the crowd with Internet and digital options. In many cases, OOH is of interest and can be effective means for a local LA business to reach an audience that is relevant to it, given OOH's unique ability to target geographical sub-markets, also known as hyper-local targeting.

InSite Street Media has developed a sales program that caters to the small business owner and the revenue from this market is not nearly as subject to the cyclical nature of national advertising dollars. For instance, many ads for national campaigns are limited to the roll-out of a new product or short-term promotion, such as the release of a technology or mobile/telecom offer, new movie or streaming content, the debut of a broadcast, cable or streaming television program, etc. Meanwhile small businesses often advertise their services for the long-haul

and thus depend on the more affordable options as a means to create awareness in the local neighborhood for their business. Our company's array of services helps small businesses succeed (from ad design and either formatting artwork files to serve advertisements digitally or printing when delivering static, to proper placement of the advertisement), and ultimately improves the overall business atmosphere of the municipalities in which it serves. Additionally, InSite Street Media already has an experienced team of seven full-time salespeople working from our existing Los Angeles Sales office to drive revenue into STAP assets from the local advertising market.

Hyperlocal Sales Program

The envisioned, initially 100% digital display network coupled with the re-introduction of eco-friendly static shelters that return to the streets in year 2 of the STAP program will allow *all* local, small-to-medium-sized businesses to participate in the power of outdoor advertising to drive consumer awareness for their product or service. InSite Street Media will use its existing dedicated sales team to prospect neighborhood-level businesses and offer them impactful, yet affordable, digital OOH campaigns offered on the STAP Shelters in conjunction with the city's Bus Bench format or as the principal piece with the city's STAP Shelter offering. EITHER WAY, both the local merchant *and* the City of Los Angeles enjoy an economic benefit.



The campaigns may consist of as few as one digital display to a *cluster* of advertising displays focusing on the business' micro-geography. The integration of our robust customer relationship management (CRM) platform with Google search and business information will ensure that we are able to offer STAP digital assets to a vast, new pool of local businesses that need to attract consumers to grow their business. The STAP digital network will be a significant contributor to the *hyperlocal* Economic Development goals of the City and play an instrumental role in the recovery of our city's local business as we emerge from the COVID-induced economic decline.

InSite Street Media will create special, high-value, low-cost programs tailored specifically for this hyperlocal segment. We envision special promotions offered to coincide with holidays, seasons, and culturally relevant occasions. Special packages will also be offered around a neighborhood's events or culturally significant dates.

Multicultural Sales Plan

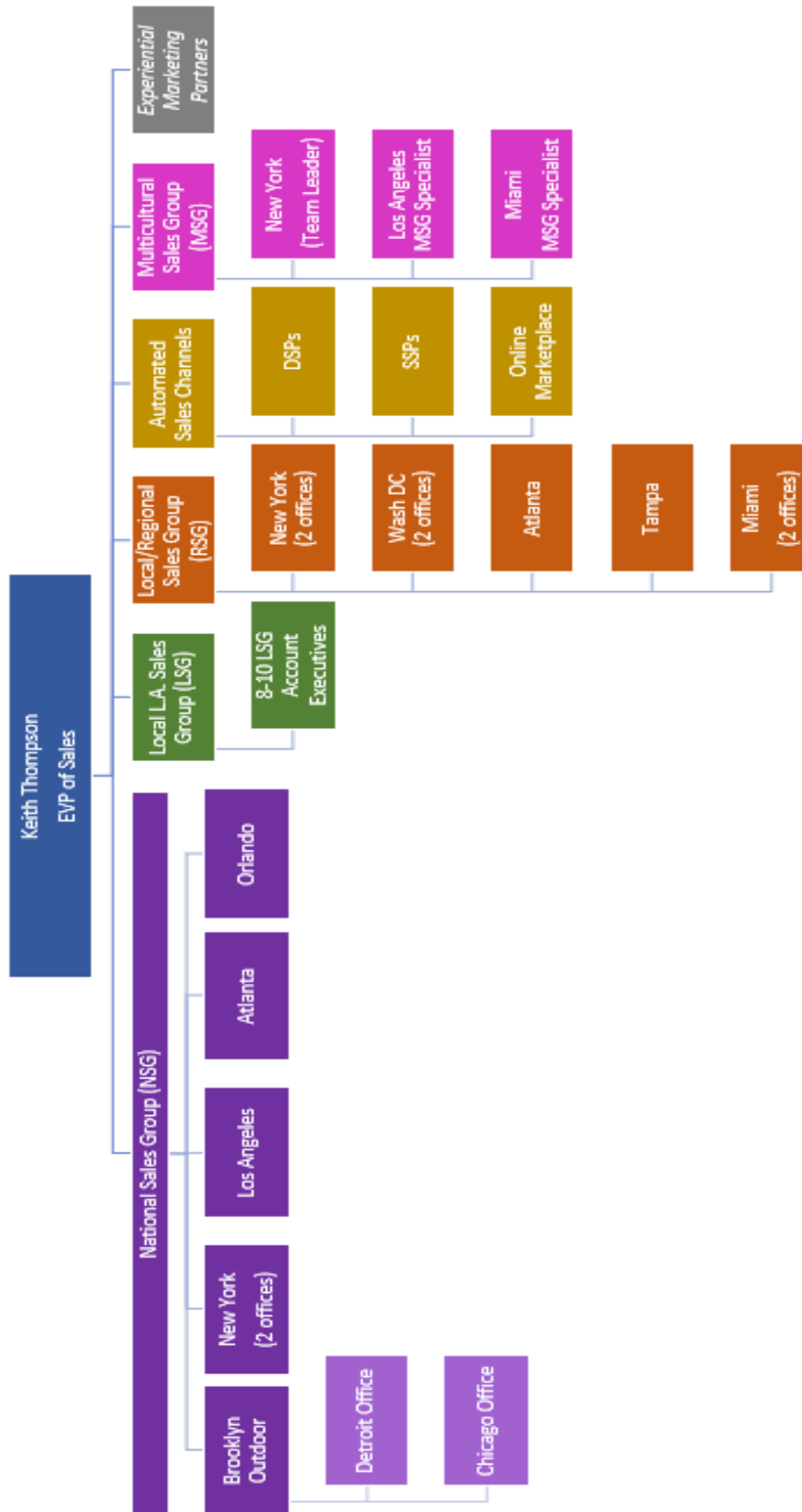
InSite Street Media is proud to operate in some of the most culturally diverse markets in the country, and this is reflected in the diversity of our team members. Multicultural marketing is a *core-competency* of our company and a major source of the company's current advertising revenue base. Multicultural marketing acknowledges

differences in perception, motives, and beliefs among consumers with different cultural backgrounds. With Los Angeles being a *majority-minority city*, effective marketing *must be multicultural*.

With the addition of the Los Angeles STAP digital out-of-home (DOOH) assets, we will setup an internal sales team, both locally and nationally, to pool our deep experience in multicultural marketing. Specialized media kits will be created, along with geo-demographic research and audience analysis, to offer STAP DOOH assets to effectively reach Hispanic, Black American, Asian-American, LGBTQ and other cultural segments. InSite currently has on staff a seasoned executive with extensive experience in overseeing multicultural sales in the OOH arena. The valued member of the InSite sales management team who will lead this business unit previously led Outfront Media's (then known as CBS Outdoor) multicultural advertising in North America, as well as Latin American operations in Mexico, and Central/South America. In addition, the executive has prior experience working with multicultural ad agencies and in the sales & marketing of important Spanish-language media. These include daily newspapers LA based La Opinion and NY based El Diario; and LA radio at what is now Univision Radio.



Salesforce Organizational Chart



Sales & Pricing Strategies & Preliminary Rate Card Rates

InSite Street Media intends to sell and price the STAP assets based on the buy type (Local or National/Regional) and product type (Digital or Static).

National/Regional Digital will be sold based on networks of units that will be packaged based on coverage and perceived impression quality of impressions served by each network. The digital networks will be broken down into 4 categories for inventory management purposes. InSite expects to offer these networks as either stand-alone *and/or* combine inventory from various networks in order to customize for specific campaign objective. Super-Premium, Premium, High-Level, & Standard and prided according to coverage quality and demand. In addition to area, the other key criteria that will determine pricing will be based on a Cost per Thousand pricing model.

National/Regional Digital will be sold based on networks of units that will be packaged based on coverage and perceived impression quality of impressions served by each network. The digital networks will be broken down into 4 categories for inventory management purposes. InSite expects to offer these networks as either stand-alone *and/or* combine inventory from various networks in order to customize for specific campaign objectives. Super-Premium, Premium, High-Level, & Standard Networks will be priced according to coverage quality and demand. In addition to area, the other key criteria that will determine pricing will be based on a Cost per Thousand pricing model.

National/Regional Digital Preliminary / Conceptual Rate Card Rates

Super-Premium/ Premium 20 Site Network – \$24,000 /network spot/4 wks. - CPM – TBD

Premium/High Level 100 Site Network – \$97,500 /network spot/4 wks. - CPM – TBD

High Level/Standard 300 Site Network - \$232,500 /network spot/4 wks. - CPM – TBD

Local Digital will be sold based on bespoke solutions that will take into account the local marketing objectives of the local advertiser. As noted earlier, local advertisers tend to make longer-term commitments and the value of this recurring revenue to the Company and the City is reflected in retail rate structures. In short, the long-term commitment is rewarded with pricing affordable to the local merchant advertiser.

Local Digital Preliminary / Conceptual Rate Card Rates

Super-Premium Site – \$875 /spot/4 wks. - CPM – TBD

Premium Site – \$750 /spot/4 wks. - CPM – TBD

High Level Site – \$625/spot/4 wks. - CPM – TBD

Standard Site – \$500/spot/4 wks. - CPM – TBD

*Prices Based on Minimum 24 weeks

National/Regional Static will be sold using preset packages with a fixed number of units in the various packages that provide a pre-established TRP (Target Rating Point) level based on a defined demographic audience (Adults 25-54, Women 18-34 are two examples of standard target audience demos).

National/Regional Static Preliminary / Conceptual Rate Card Rates

100 TRP Showing 900 Units – \$652,500 /4 wks.

50 TRP Showing 450 Units – \$348,750 /4 wks.

25 TRP Showing 225 Units – \$185,625 /4 wks.

*Space only, does not include production cost

Local Static will be sold in a similar manner to Local Digital giving consideration to the market service area and audience sought by the local advertiser. The longer-term commitments are priced based on the benefit of the stability of the local advertiser buying pattern.

Local Digital Preliminary / Conceptual Rate Card Rates

Premium Site – \$950 /unit/4 wks. - CPM – TBD

High Level Site – \$700/unit/4 wks. - CPM – TBD

Standard Site – \$525/unit/4 wks. - CPM – TBD

*Prices Based on Minimum 24 weeks

*Space only, does not include production cost

Public Service Rates are typically offered at a significant discount of at least 50% off commercial rate card. The pricing of Public Service programs varies depending on the program details.

Automated Selling & Buying

InSite Street Media has been actively engaged in emerging technologies that strive to simplify the process of selling and buying out-of-home using platforms that bring buyers and sellers together in a far more efficient process than traditional direct selling models. The company has partnerships in place with several DSPs (Demand-Side Platform) and has realized annual revenue growth from these partnerships. Currently, open source marketplaces provide an effective solution to improve the efficiency of selling and marketing static inventory. The marketplace concept is a hybrid model, combining the benefits of automated buying with the benefits of consultative sales which provides more fluid transactions with less friction. The marketplace offers an efficient means to connect buyers to sellers more effectively than the traditional “cold-call” direct sales efforts while allowing the selling executive to share their local marketing expertise integrating InSite’s solution into the local business’s overall media strategy.

Digital OOH (DOOH) offers the opportunity to fully integrate programmatic into InSite’s overall sales strategy. The company intends to work with all reputable programmatic DSP’s to expand both the revenue potential and expand the beyond the more traditional consumer categories that regularly invest in OOH.

InSite has also evaluated the prospect of developing a proprietary Supply Side Platform (SSP) with the intention of improving the overall efficiency of the sales process and will continue to work to evaluate the benefit of such a platform. Currently, the company’s strategy is to partner with multiple DSP’s in order to maximize incoming channels and utilize the hybrid marketplace concept to serve local businesses to provide a frictionless process for the local advertiser to benefit from the InSite’s targeted OOH solution.

Experiential & Innovative Forms of Advertising

Experiential program opportunities in partnership with the city provide offer great potential to dramatically increase the value of the STAP program and increase revenue enjoyed by the City. For example using one potential venue of the city owned Hollywood & Highland parking lot for an experiential program has the potential to provide the STAP program with incremental revenue in excess of \$500,000 annually, in a world where COVID is no longer an issue of concern for brands and consumers. Without the benefit of established parameters and venues, InSite is unable to add this potential revenue into the STAP modeling at this juncture; however, the Company believes this area potentially offers significant, previously untapped revenue upside to both the City and InSite.

Experiential opportunities that we foresee as potential additional revenues include but are not limited to the following.

- **Sampling** - Focused on consumer-packaged goods targeting specific demographics within 5 miles of retailer. This would allow us to monetize primary locations with the upgraded STAP Shelter. Additionally, secondary STAP Shelter locations might be utilized by the packaged good brand allowing us to pinpoint a relevant network of outlets for the client.
- **Street Teams** - Often used as a PR stunt these street teams would potentially focus on the STAP locations with brands that want to have a stronger 1:1 interaction with the consumer who are looking for a longer dwell time to educate the public around the features and benefits of the product or service being promoted.
- **Pop Ups** - With assigned street side or roadside locations on a daily schedule we can allow fixed or roving pop ups for immersive stunts, limited edition sales locations, or other types of activation requiring a set footprint and permitting.
- **Tour Stops** - Allowing mobile activations such as bus tours, parklets or other wheeled promotional vehicles to use the bus station as a pull through location to pick up, drop or interact with consumers will open a new format of touring and a wider reach that they have been looking for.

InSite will either use a third party to form a preferred alliance with an agency who specializes in Experiential Marketing or add a Project Management staff specialist with expertise and experience in this area in order to optimize the revenue potential for this potential component of the STAP program.

Branding through the creation of a full-wrap Branded Shelter is another innovation that will benefit STAP with incremental revenue. The Company currently offers full-wrap Branded Shelters in several of its markets and enjoys premium pricing for this product. See a few examples below:





Current Los Angeles OOH Operation

InSite Street Media currently operates, in partnership with the City of Los Angeles Streets LA division of the Department of Public Works, the Bus Bench program supported by revenue from derived from advertising investment of local, national, and regional advertisers. The Bench program is the only other OOH format in the Company's Los Angeles OOH portfolio.

InSite believes that both the City of Los Angeles and the Company will benefit greatly by having the City's various Street Furniture agreements managed by one sole-source partner. From a sales perspective, the opportunity to sell the STAP Shelters in conjunction with the Benches benefits all parties. The advertiser – whether a local merchant or large multinational brand benefits from one-stop shopping and the City will avoid cannibalization of revenue that occurs when different organizations compete for advertising dollars at the expense of program yield to the City. That said, the Company will not use STAP space to be user as bonus or over posting or barter for primary buys on InSite's Bench OOH formats.

Audience Measurement - Geopath Ratings/Membership

InSite Street Media is a member of the industry supported Geopath (formerly Traffic Audit Bureau - "TAB") Ratings system. Geopath is the Out-of-Home Industry association whose purpose is to provide standardized, quantitative, and valid audience measurement for out-of-home media, which is used by sophisticated brand advertisers and agencies worldwide. Through Geopath's proprietary out-of-home ratings measurement system, InSite Street Media is able to continually inform the advertising community with demographically accurate and detailed information about the people who have seen Street Furniture advertisements. The Company's EVP, Keith Thompson, sits on the Board of Directors and is a member of the Governance Committee for Geopath.



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Design & Architectural Partner: ICON Architectural Group

To fulfill the unique design and architectural requirements of the City's request STAP Elements, InSite Street Media is partnering with renowned ICON Architectural Group/iconHD.



"ICON Architectural Group (ICON) was founded in 2002 and has established itself as one of the mainstay architectural firms in the Upper Midwest. Our mission is to provide clients with innovative designs and effective building solutions by listening and understanding their needs and driving value, not cost. We balance upfront costs with long-term savings, and we know that a successful project not only has a great design but is built on time and on budget.

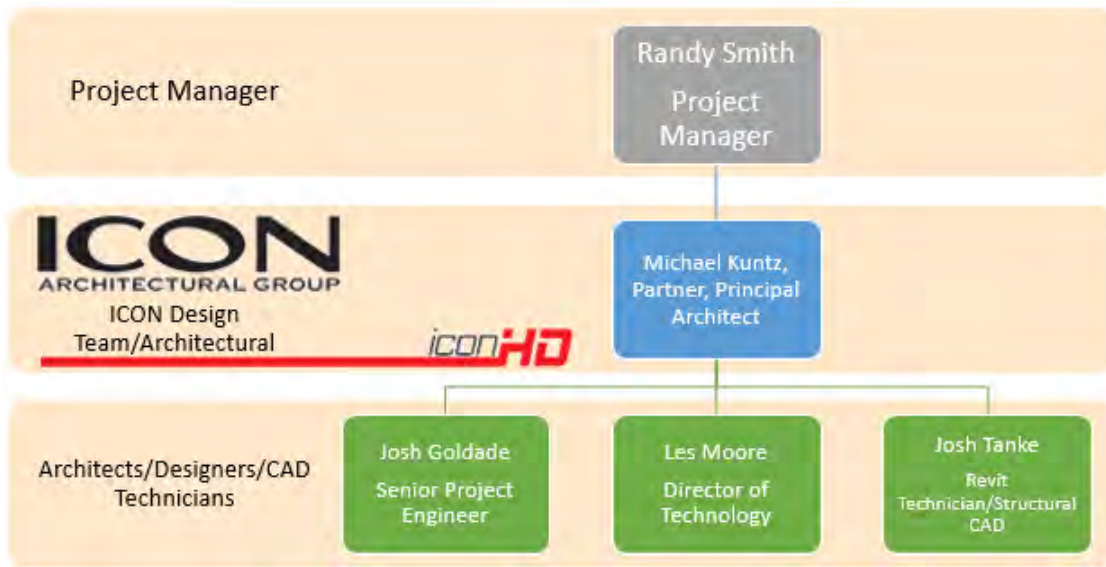
Our team understands that at its core, a building should serve its purpose and function efficiently for its owners and end-users; we believe that a building should never be limited by its design.

Our relationships with our clients and the individualized attention throughout the planning and design process are key to ICON's success. We take our clients' project goals, budget, and schedule seriously. With the ICON experience, clients receive continuous personal service from project conception through building occupancy."

iconHD is a design, engineering, and construction firm that provides design, technology solutions and installation for enterprise clients as well as consultants. iconHD is a division of ICON Architectural Group, a mainstay Architectural firm based out of the upper Midwest.

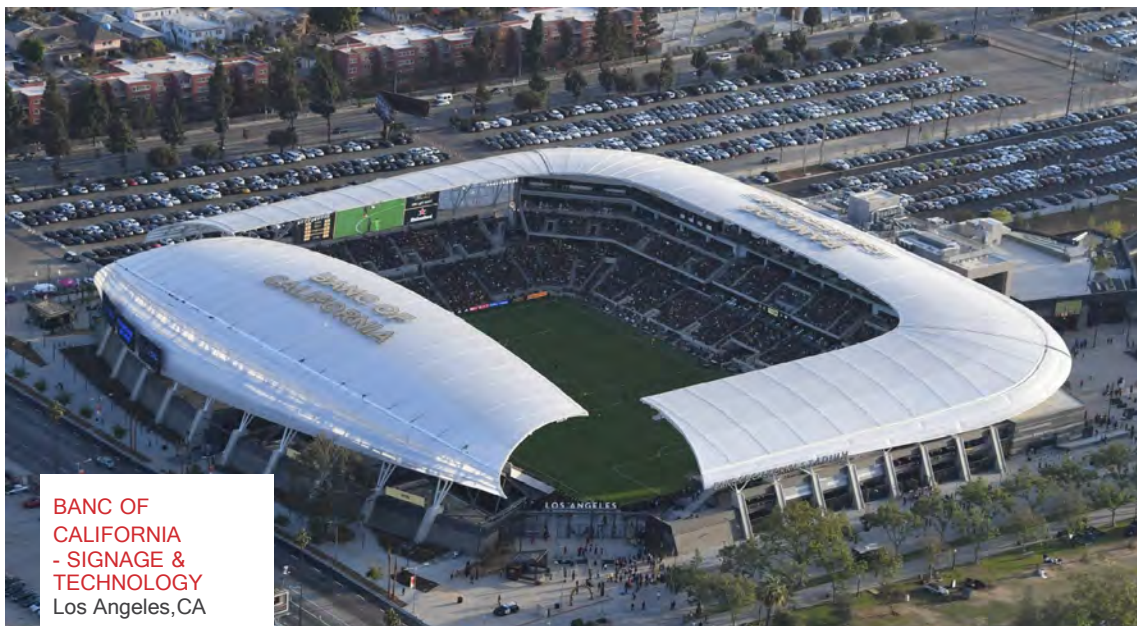


Design & Architectural Organizational Chart



Design & Architectural Services & Capabilities

- Turn-key system integration and design
- Best-of-breed design approach using industry-leading technology partners
- Seamless technology integration for a total solution
- Complete project management during deployment
- In-house custom fabrication
- Prime and subcontracting services, including financing options
- Complete structural modeling and engineering
- Photorealistic renderings and modeling visualizations





THE TOWERS
Los Angeles, CA

ICON Key Personnel

Principal Architect, AIA, NCARB

MIKE KUNTZ

EDUCATION

Bachelor of Industrial Engineering Technology
University of North Dakota Grand Forks, ND

PROJECT EXPERIENCE

UND Athletics High Performance Center, Grand Forks, ND
Ralston Arena, Ralston, NE
ICON Sports Center - Youth Hockey Facility, Grand Forks, ND
Scheels Arena, Fargo, ND
Toyota Center Technology Upgrade, Houston, TX
Harold Newman Arena, Jamestown, ND
BB&T Center Technology Upgrade, Sunrise, FL
Planet Hollywood Axis Theatre Technology Upgrade, Las Vegas, NV
Ralph Engelstad Arena Locker Room Renovation, Grand Forks, ND
Betty Engelstad Sioux Center, Grand Forks, ND
Scotiabank Place, Technology Upgrade, Ottawa, ON, CA

Senior Project Engineer, PE, MS

JOSH GOLDADE

EDUCATION

Bachelor of Science in Electrical Engineering

Masters of Electrical Engineering University of North Dakota Grand Forks, ND

PROJECT EXPERIENCE

Roxy Theater, Atlanta, GA

University of New Hampshire Wildcat Stadium, Durham, NH

Northrop Grumman, Grand Forks Air Base, ND

Ralph Engelstad Arena Marquees, Locker Room & Concourse, Grand Forks, ND

Crown Fountain, Chicago, IL

UND Athletics High Performance Center, Grand Forks, ND

Scheels Arena, Fargo, ND

Toyota Center Technology Upgrade, Houston, TX

BB&T Center Technology Upgrade, Sunrise, FL

Planet Hollywood Axis Theatre Technology Upgrade, Las Vegas, NV

Scotiabank Place, Technology Upgrade, Ottawa, ON, CA

Houston Dynamo, Video Display, Houston TX

Director of Technology

LES MOORE

EDUCATION

Associate of Applied in Design and Technical Technology

Northwest Technical College

PROJECT EXPERIENCE

Legacy Sports Park

Tharaldson Park

Milbank American Legion Baseball Field

Attic Indoor Baseball Facility

Mason City Multipurpose Arena

University of North Dakota Athletics High Performance Center

University of Jamestown Harold Newman Arena

University of North Dakota Athletics Master Plan

Cullen Hockey Center Phase I

Scheels Arena

Farmers Union Insurance Center

Pioneer Place Mixed Use Building

Sheyenne 32 Mixed Use Development

University of North Dakota Aerospace Robin Hall

STAP Design Concepts

Insite Street Media will partner with ICON Architectural and collaborate with the City to develop designs for all new program elements with the goal of designing these to be functional, accessible to all, easy to maintain, sustainable and having superior design qualities. Insite Street Media acknowledges the design criteria is as follows:

- ✓ **Shelter, Shade, Safety and Comfort:** Insite Street Media acknowledges that most importantly, Program Elements must provide shelter, shade, safety and comfort to transit riders, active transportation users and pedestrians. Insite Street Media acknowledges that additional consideration will be made to enhance and/or take advantage of tree canopies that provide natural shade and shelter.
- ✓ **Scale and Size:** Insite Street Media acknowledges that designs must fit existing and planned streetscapes of the City of Los Angeles' Rights of Way. Insite Street Media acknowledges that the shelters must be scalable to accommodate different levels of use and site constraints.
- ✓ **Accessibility:** Insite Street Media acknowledges that all 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). Insite Street Media acknowledges will consider Title VI requirements - especially those associated with limited English-speaking populations and will support City initiatives to increase access to the services associated with the STAP.
- ✓ **Sustainability:** Insite Street Media acknowledges that Program Elements, to the fullest extent possible, must be made from or use low-impact, natural, renewable, recyclable, and non-toxic materials, and sources. Insite Street Media acknowledges that other program materials, especially static advertising, must be converted to biodegradable and/or commonly recyclable materials. The feasibility and potential benefit of integrating solar technology will be considered. Maintenance and operations will emphasize low-impact and non-toxic materials and methods.
- ✓ **Durable Materials:** Insite Street Media acknowledges that all Program Elements must be rugged to withstand use and the elements.
- ✓ **Cost of Manufacture:** Insite Street Media acknowledges that the design of the Program Elements should not significantly raise their cost.
- ✓ **Maintenance Cost and Practices:** Insite Street Media acknowledges that the design of new Program Elements must aim to reduce the level of maintenance effort and costs from current practices.
- ✓ **Smart Technologies:** Insite Street Media acknowledges that the design should accommodate smart technologies.

Our design philosophy is also guided by the charm and character of different neighborhoods in the City of Los Angeles. The STAP Elements must be attractive and not intrusive; functional and not mundane; impactful and not irritating.

DESIGN CONCEPT #1: LA BREA



DESIGN CONCEPT #1: LA BREA



DESIGN CONCEPT #1: LA BREA



TRANSIT SHELTERS
CITY OF LOS ANGELES, CA

CONCEPT DESIGNS - 12 FT SHELTER

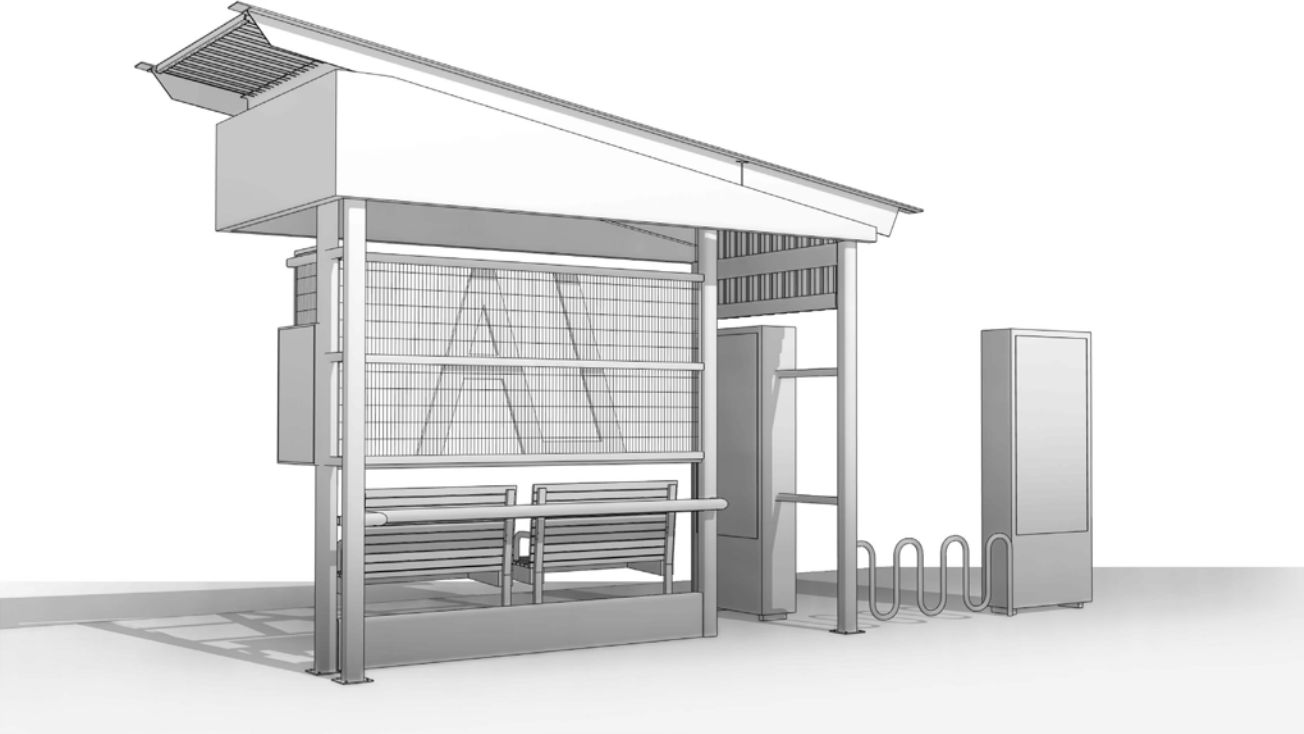
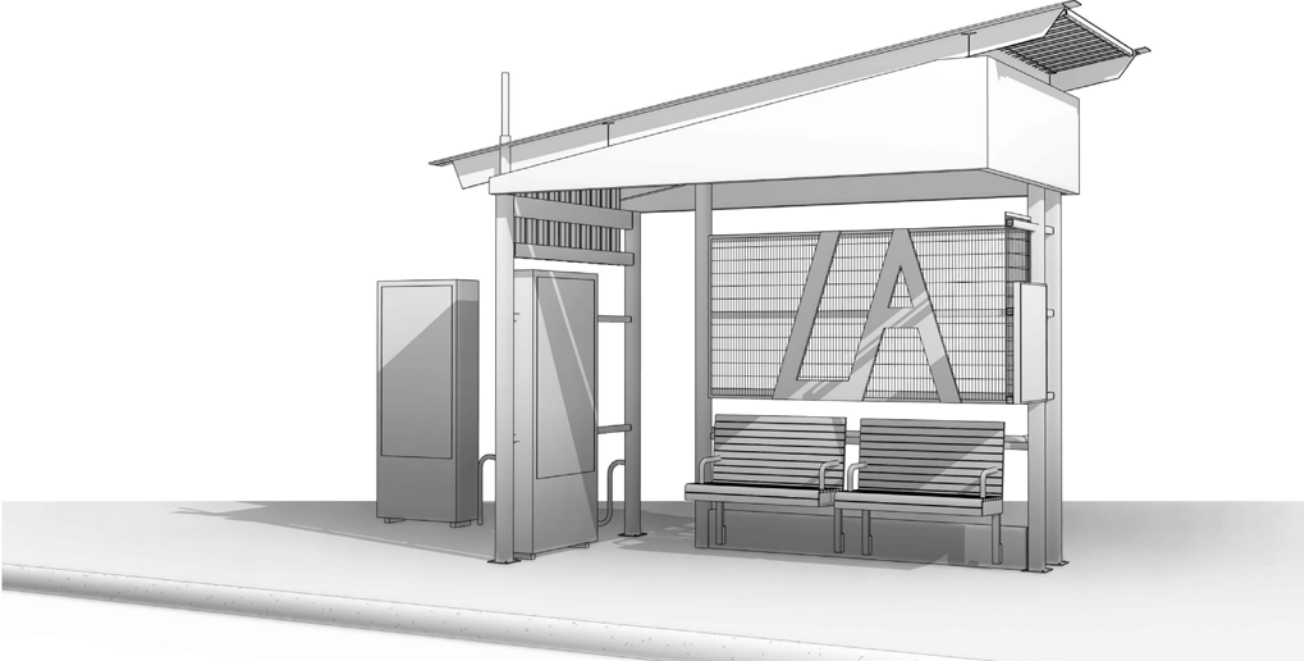
iconHD

www.iconhd.com IMCE
300 NO. 21180 | 2700
LOS ANGELES, CA 90011 A0010

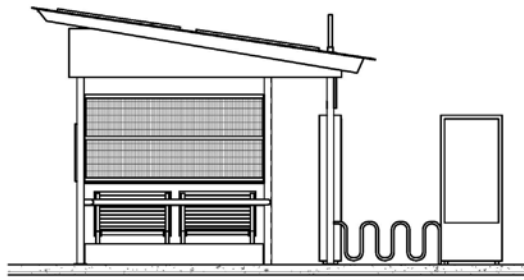
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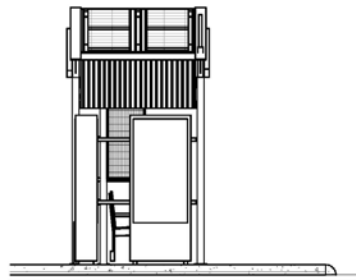
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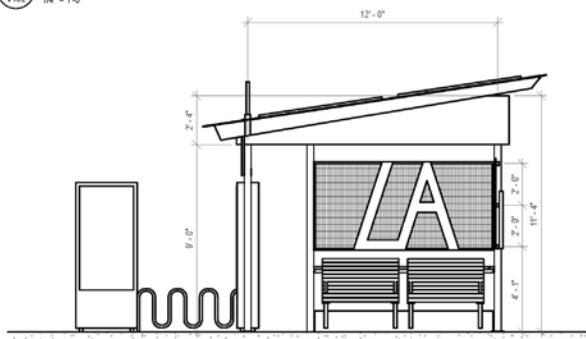
DESIGN CONCEPT #1: LA BREA (Technical Specs)



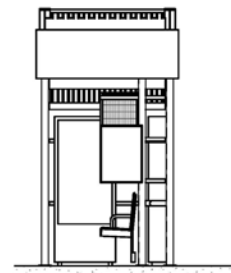
3 North
V102 1/4" = 1'-0"



4 West
V102 1/4" = 1'-0"

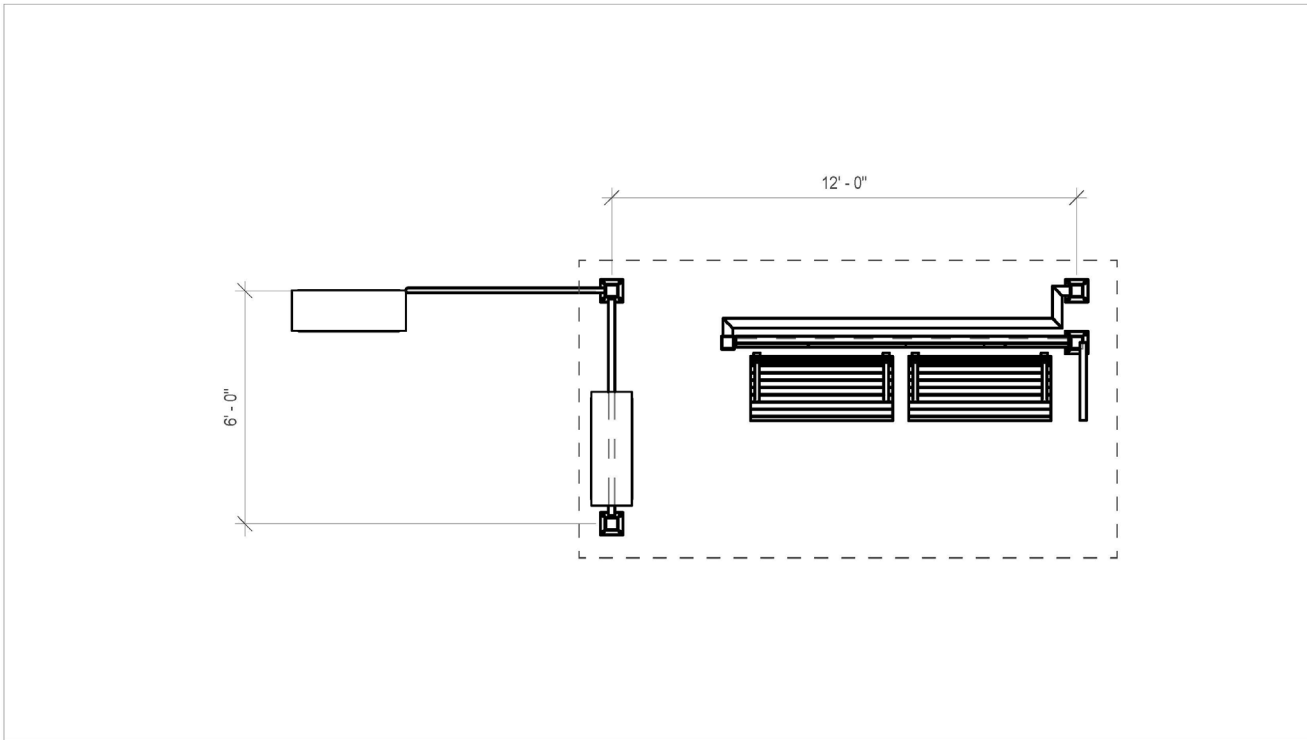


1 South
V102 1/4" = 1'-0"



2 East
V102 1/4" = 1'-0"

- LIST OF AMENITIES:**
- DIGITAL LED DISPLAYS
 - SHADE SOLUTIONS
 - INTEGRATED BIKE RACK
 - ELECTRONIC CHARGING STATION
 - USB CHARGING
 - WIFI
 - CONNECTIVITY
 - SOLAR PANELS



Contextual Lighting Concept



Contextual Lighting Concept



DESIGN CONCEPT #2: CAHUENGA



DESIGN CONCEPT #2: CAHUENGA



DESIGN CONCEPT #2: CAHUENGA



TRANSIT SHELTERS
CITY OF LOS ANGELES, CA

CONCEPT DESIGNS

iconHD

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DESIGN CONCEPT #2: CAHUENGA

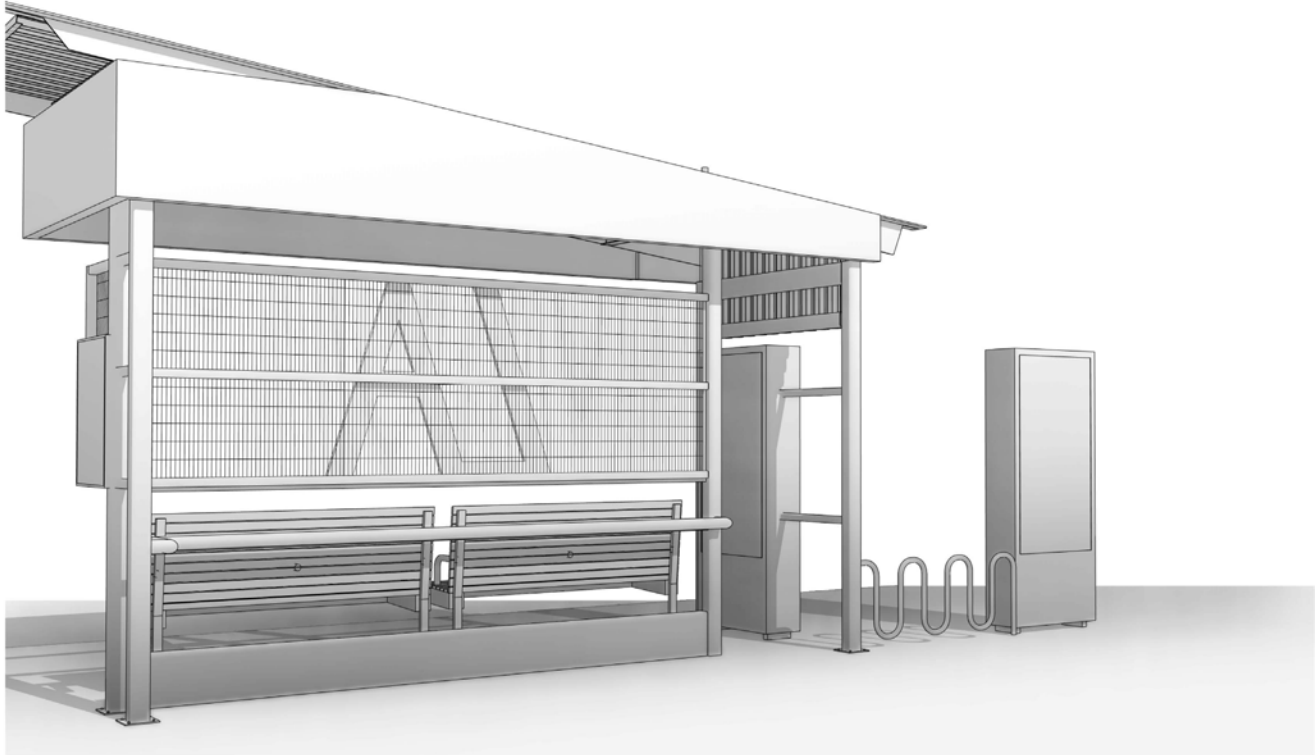
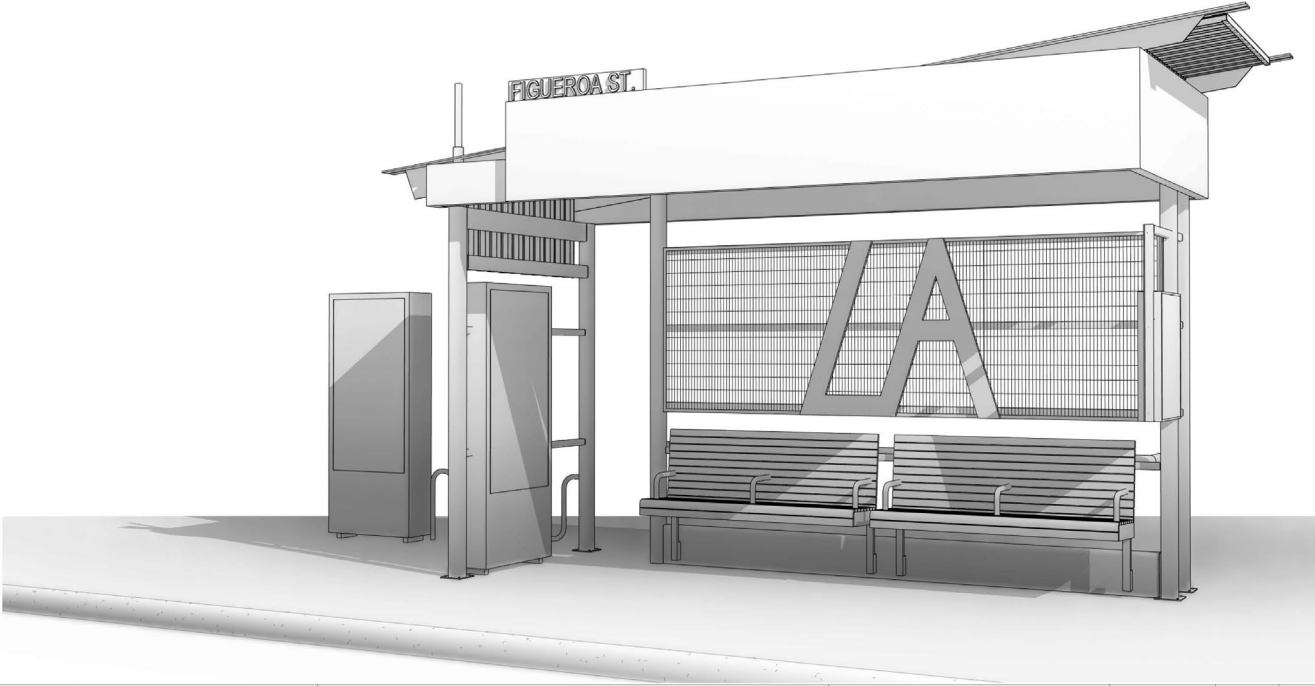


TRANSIT SHELTERS
CITY OF LOS ANGELES, CA

CONCEPT DESIGNS

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DESIGN CONCEPT #2: CAHUENGA (Technical Specs)



DESIGN CONCEPT #2: CAHUENGA (Technical Specs)

LIST OF AMENITIES:

- DIGITAL LED DISPLAYS
- SHADE SOLUTIONS
- INTEGRATED BIKE RACK
- ELECTRONIC CHARGING STATION
- WIFI
- CONNECTIVITY
- SOLAR PANELS

3 North
V102 1/8" = 1'-0"

4 West
V102 1/8" = 1'-0"

1 South
V102 1/8" = 1'-0"

2 East
V102 1/8" = 1'-0"

LA Bus Shelter - 16'
Owner: _____
Enter address here: _____

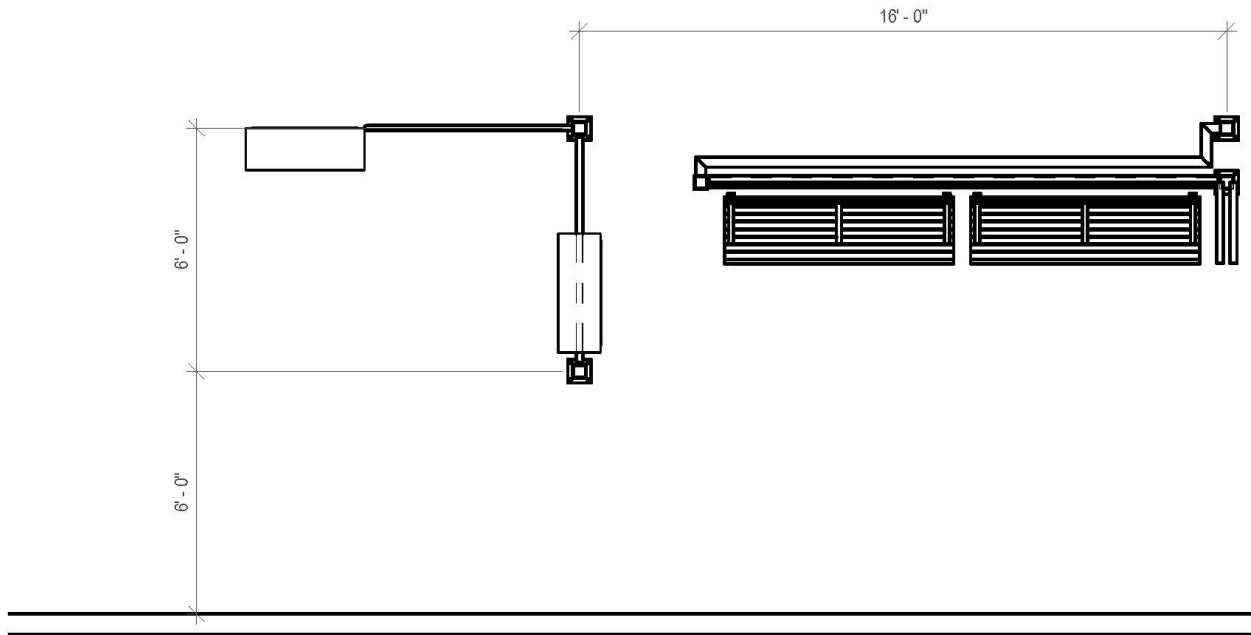
DATE: 03/20/20
V102

DRIVING HISTORY:

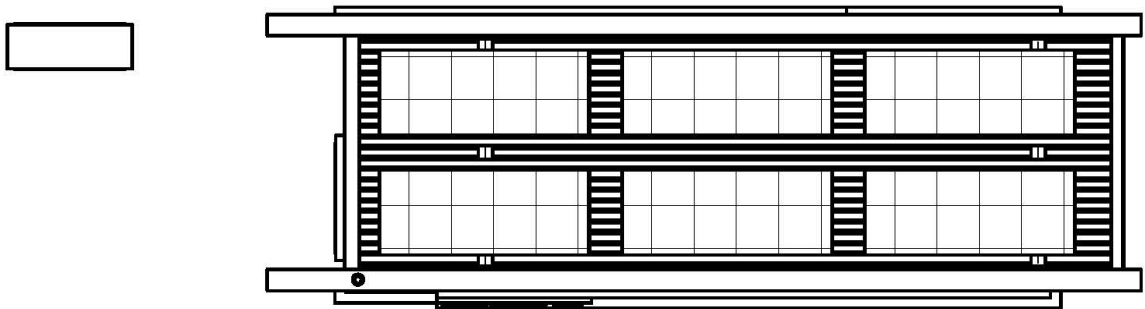
Design & Engineering Solutions | Elevations
Phone: 702-772-4285 | Fax: 702-772-4295

icohd

DESIGN CONCEPT #2: CAHUENGA (Technical Specs)



1 Plan
V100 1/4" = 1'-0"



1 Roof Plan
V101 1/4" = 1'-0"

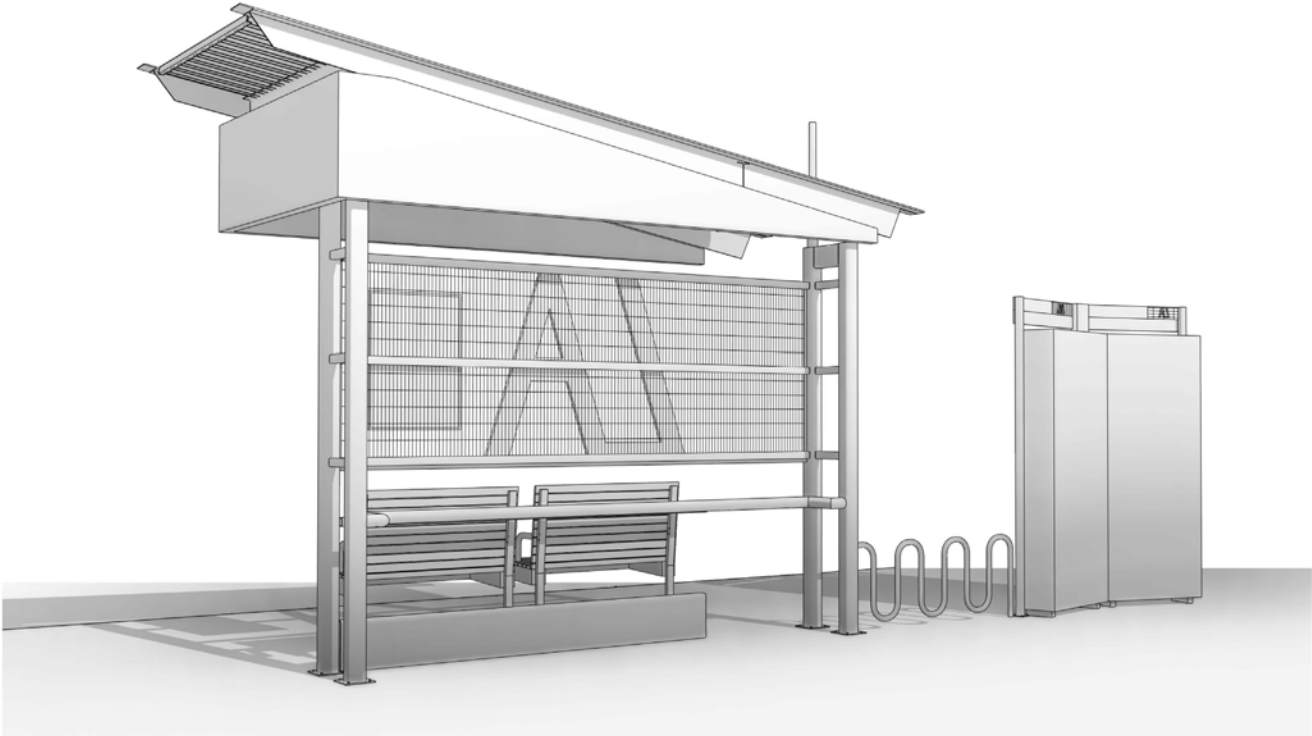
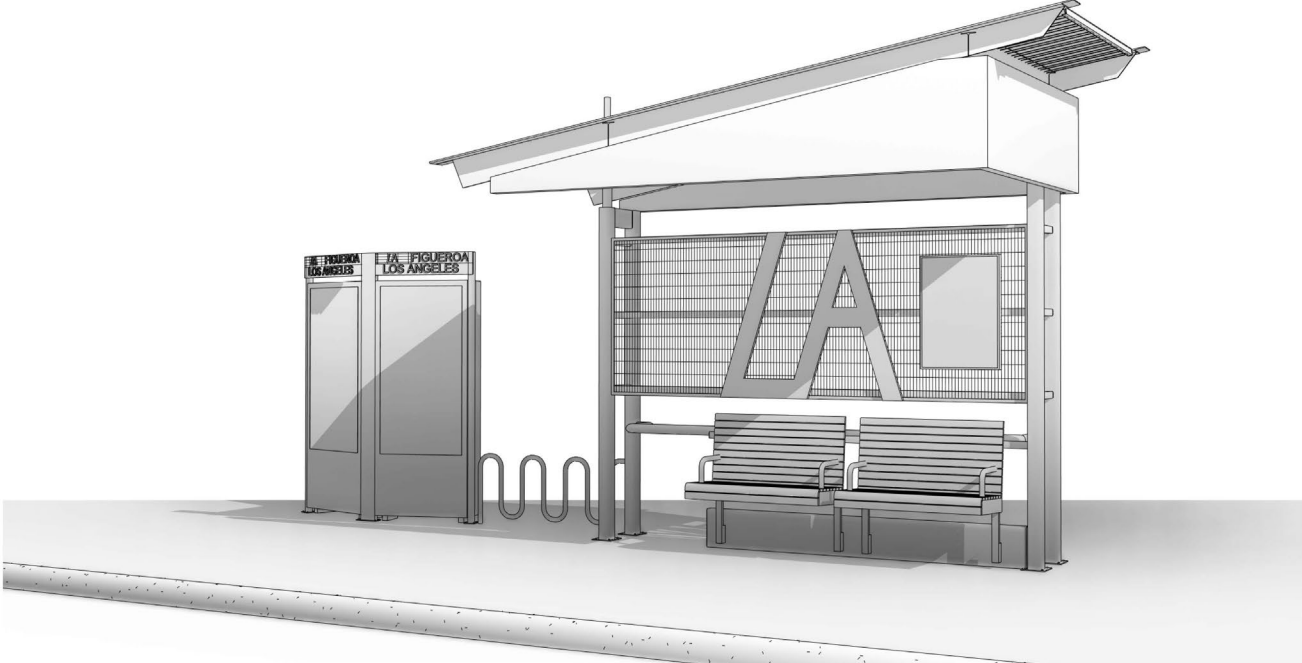
DESIGN CONCEPT #3: OLVERA



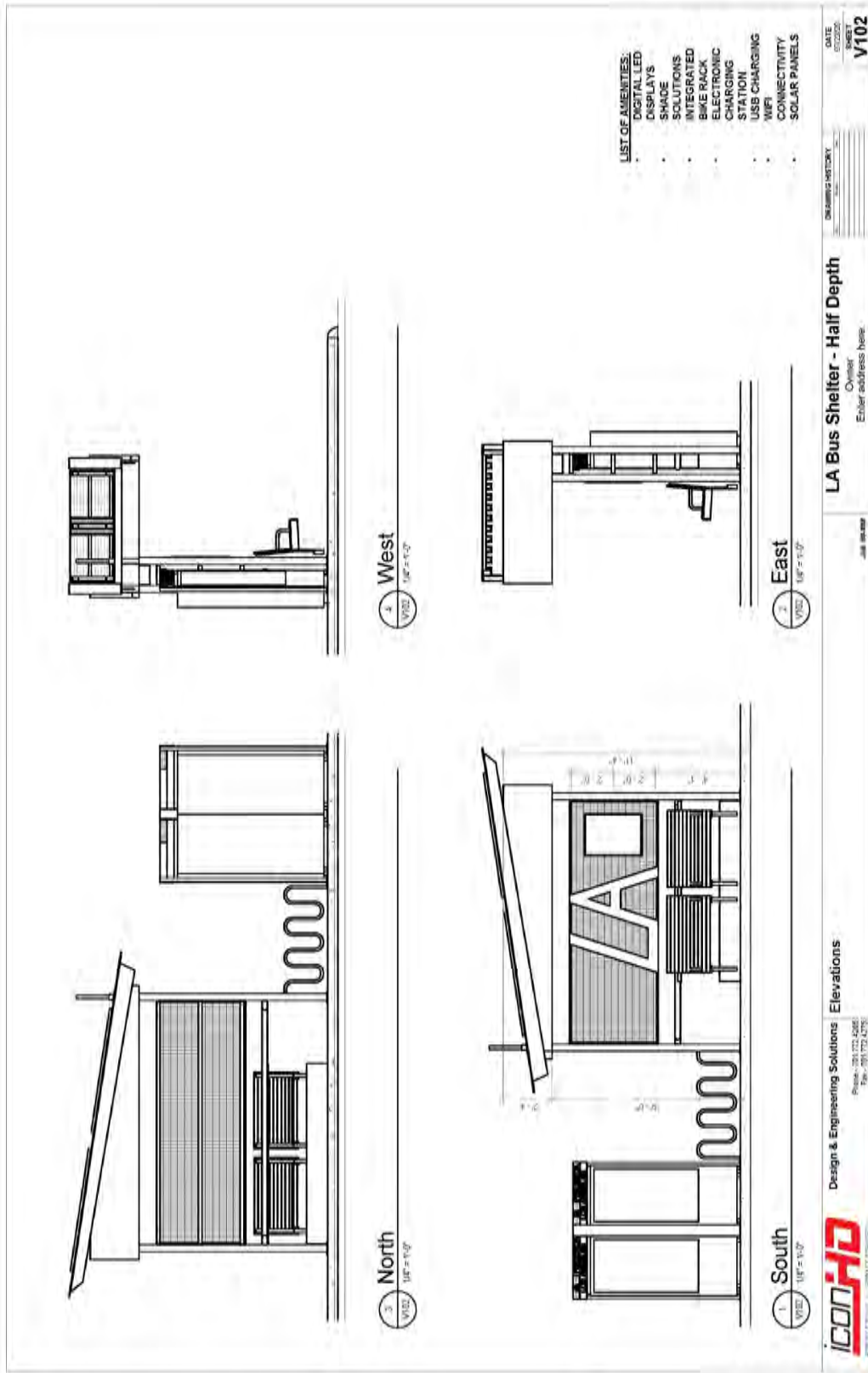
DESIGN CONCEPT #3: OLVERA



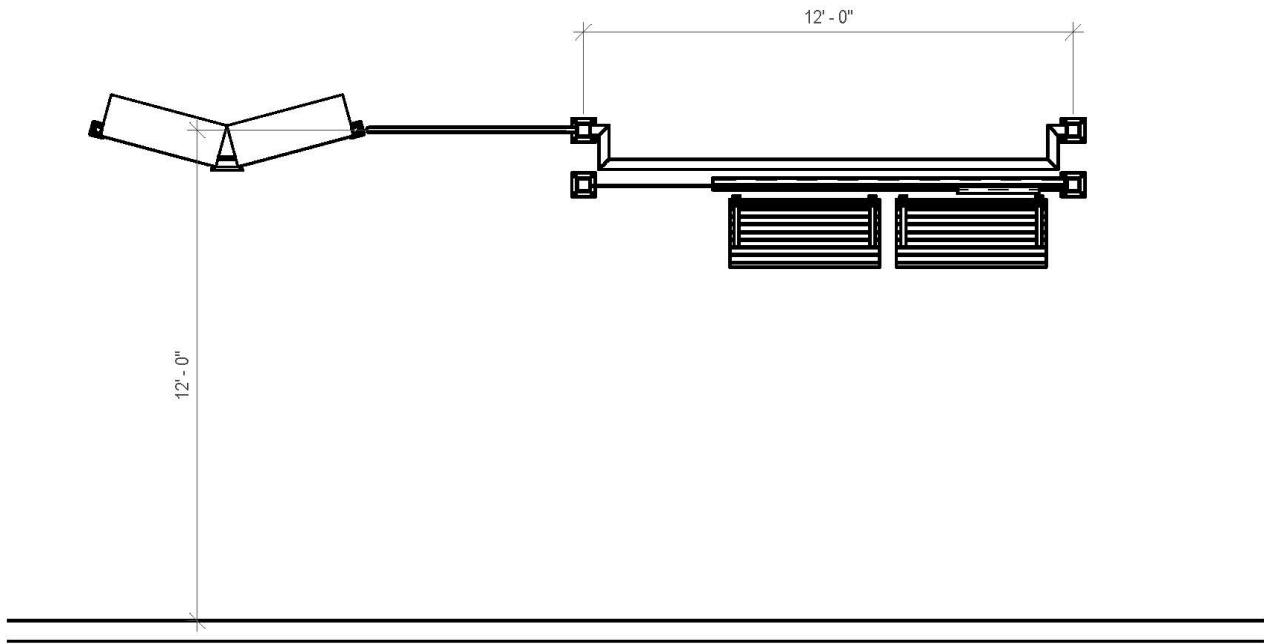
DESIGN CONCEPT #3: OLVERA (Technical Specs)



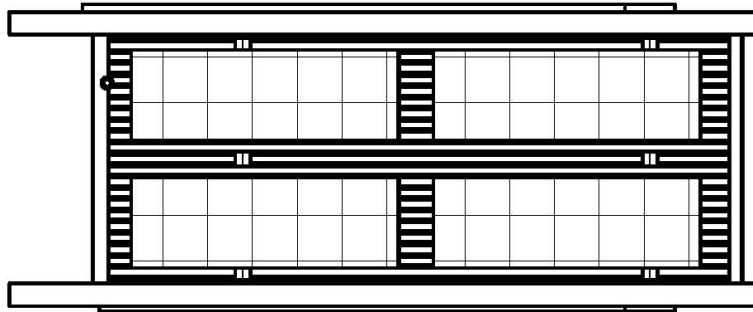
DESIGN CONCEPT #3: OLVERA (Technical Specs)



DESIGN CONCEPT #3: OLVERA (Technical Specs)



1 Plan
V100 1/4" = 1'-0"



1 Roof Plan
V101 1/4" = 1'-0"

DESIGN CONCEPT: AD/INFO KIOSK



DESIGN CONCEPTS: #4, #5 and #6

Additional design concepts would be variations on the following design elements:

- ✓ Seating capacity
- ✓ Length of STA
- ✓ Façade designs:
 - By neighborhood
 - By nearby landmark
 - By iconic street name
 - As an extension of local street art
 - Commemorating a local resident (past or present) of note
 - Historical landmarks
 - Historical buildings
- ✓ Bike rack extensions to shelters
- ✓ STA shelter with stand-alone informational kiosk + digital advertising displays

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Waste Cans & Receptacles

OPTION 1:

DECORATIVE METAL SLAT TRASH CAN WITH ROTO-MOLDED LID

- Capacity: 35 Gallons
- Diameter: 34.13 inches
- Height: 46.38 inches
- Thermoplastic-coated metal frame.
- Resists fading, cracking, peeling, or discoloring.
- Steel wire lanyard for lid connection.
- Removable liner for easy clean up.
- Stylish resin lid with UV inhibitors to help maintain the color over the life of the product.



OPTION 2:

MID-CENTURY EXPOSITION RECTANGLE TRASH CAN

- Capacity: 33 Gallons
- Length: 29.00 inches
- Width: 21.00 inches
- Height: 42.00 inches
- Marine-grade, high density, scratch-resistant polyethylene.
- Impervious to moisture.
- Will not rot, swell, splinter, warp, discolor or delaminate when exposed to humidity or water.
- Convenient built-in side access door panel.
- Discrete door effortlessly secures with a magnetic latch and heavy-duty stainless-steel hinges.



OPTION 3:

**KENSINGTON CYLINDER
METAL SLAT TRASH CAN**

- Capacity: 36 Gallons
- Diameter: 24.00 inches
- Height: 42.25 inches
- Features rolled vertical slats for a sleek look.
- Sides are fabricated with 1-1/2" x 1/4" steel flat plate.
- Steel is sandblasted to near white condition, and then coated with zinc rich epoxy primer and top coated with electrostatic powder-coat, oven cured.
- Top plate is fabricated from 18-gauge steel flat, spun to form.
- Surface mount feet are laser cut from 7- gauge steel plate.



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Understanding of the Sidewalk & Transit Amenities Program (STAP)

Transition from the Existing Program

Insite Street Media will fully cooperate with the City in the transition from the existing program, known as the Coordinated Street Furniture Program or CSFP, to the STAP. Insite Street Media acknowledges that after the award of the new Contract and prior to the end of the existing contract, we will work with StreetsLA to coordinate:

- ✓ 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 (should the conditions allow) with advertisers.
- ✓ Assignment of responsibility for the maintenance of the Existing Program Furniture.

Insite Street Media acknowledges that 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.

STAP Shelter Revitalization Program

Insite Street Media 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that public art and information programs will be coordinated with the communities where revitalized elements are installed.

Design of New STAP Elements

Insite Street Media will partner with ICON Architectural/iconHD and collaborate with the City to develop designs for all new program elements with the goal of designing these to be functional, accessible to all, easy to maintain, sustainable and having superior design qualities. See more under [STAP Design Concepts](#).

Manufacture of Program Elements

Insite Street Media acknowledges that 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. Insite Street Media acknowledges that the manufacturer chosen to produce Program Elements will have previous experience in the manufacture of sustainable, durable street furniture and other Program Elements. Insite Street Media acknowledges that every effort will 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.

Digital Displays

Insite Street Media recognizes 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. Insite Street Media acknowledges that the City will develop the majority of new STAP inventory with digital capabilities. Insite Street Media acknowledges that the digital network will display transit rider, public safety, and public service messaging in addition to commercial messaging. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that all digital signage in the



network will be integrated into the City of Los Angeles' Emergency Response Network through a consolidated Content Management System (CMS). Insite Street Media acknowledges that digital content must not include any full motion video or sound. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that digital shelter advertising may be supplemented by urban panels at locations determined collaboratively between the City and the Contractor:

- ✓ Insite Street Media 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.
- ✓ Insite Street Media acknowledges that in specific locations, displays and devices may require multi-lingual features, audio (voice annunciation) capabilities, tactile keypads, and Braille to accommodate persons with disabilities.
- ✓ Insite Street Media acknowledges that 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.
- ✓ Insite Street Media acknowledges that 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.
- ✓ Insite Street Media 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, Insite Street Media will keep the digital displays up to date to ensure that the display quality is current with industry standards.
- ✓ Insite Street Media acknowledges that the City encourages programmatic, demand side platform out of home advertising sales. Insite Street Media acknowledges that 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 the City believes that occupancy of advertising space can exceed 80% on an annualized basis.

Site Selection

Insite Street Media acknowledges that 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.

- ✓ **Zoning, Street Designations, and Other Restrictions:** Insite Street Media acknowledges that STAP Elements may only be placed on street designations that are bordered by properties zoned appropriately for out of home advertising. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that the placement of Program Elements in areas with historic or other special designations may require special approvals or cooperative agreements.

Permitting

Insite Street Media acknowledges that we 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. Insite Street Media acknowledges that all permits will be obtained in the name of the City of Los Angeles. Insite Street Media acknowledges that all necessary permits will be obtained prior to the installation of new Program Elements and the removal of existing inventory. Further, Insite Street Media acknowledges that we will be required to obtain all necessary authorizations or approvals to utilize easements, conduits, poles, or private property necessary to operate STAP. Insite Street Media acknowledges that StreetsLA has developed a process that will streamline permitting within City Public R/W areas by providing approvals for multiple locations at once. Insite Street Media acknowledges and accepts that the City has final approval in the issuance of permits and the selection of sites.

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Maintenance

- ✓ Insite Street Media acknowledges that we will be solely responsible for the maintenance of all STAP inventory, new and existing from the CSFP, throughout the Contract Term. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that 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.
- ✓ Insite Street Media acknowledges that we 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. Insite Street Media acknowledges that all digital Program Elements will utilize self-reporting technologies to indicate the need to be refurbished, reconditioned, or replaced.
- ✓ Insite Street Media acknowledges that maintenance of all STAP Elements will be performed according to the schedule mutually developed and agreed upon by the City and the Contractor. Insite Street Media acknowledges the proposed maintenance schedule provided in Section 10.1 of the RFP. Insite Street Media acknowledges that all maintenance activity will be reported into the StreetsLA's Asset Management System.

- ✓ Insite Street Media acknowledges that included as a part of the our 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. Insite Street Media acknowledges that no specific site is guaranteed for the entire duration of the Contract Term. Insite Street Media acknowledges that the City anticipates that we 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 Insite Street Media will mutually determine the financial responsibilities and obligations for this work through future contract negotiations for STAP.
- ✓ Insite Street Media acknowledges that the City encourages our company 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.

Replacement and Relocation of Shelters and Other Program Elements

Insite Street Media acknowledges that the City proposes the immediate replacement of up to 770 existing street furniture elements with new, digital Program Elements. Insite Street Media acknowledges that the inventory to be replaced has been assessed to have the greatest potential for high occupancy and revenue return. Insite Street Media acknowledges that 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 Insite Street Media. Insite Street Media acknowledges that shelters removed from these locations will become part of the STAP Shelter Revitalization Program.

Site Restoration/Property Damage

Insite Street Media acknowledges that at our sole cost and expense, we 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that all remedial work will be undertaken expediently upon notice from the City. In the event the Insite Street Media does not satisfactorily respond, the City may undertake and complete the remedial work with its own employees and/or independent contractors, and Insite Street Media will pay all actual costs or charges incurred by the City by reason of such work.

Ownership of Structures and Devices

Insite Street Media acknowledges that the City has proposed an option of providing some or all the capital to replace the existing CSFP inventory. Regardless of the capital participation of Insite Street Media, the City will own all STAP Elements from the day they are installed. Insite Street Media acknowledges that 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.

Sale of Advertising Space

Insite Street Media acknowledges that the revenue generated from the placement of advertising on STAP Elements is crucial to the success of the program. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that, if awarded this contract, our company will be granted the right to sell advertising space on the STAP inventory as described in this RFP. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that subject to applicable California Law and except for the rights expressly granted to our company, 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. Insite Street Media acknowledges that other agreements that the City may enter into are not intended to diminish the sale of advertising space on the STAP inventory.



City-Sponsored Advertising Requests

Insite Street Media acknowledges that the City requires that we make advertising space available for City-sponsored public education and information campaigns. Insite Street Media acknowledges that, for that purpose, the City reserves the right to use five percent (5%) of all advertising space/time without the need to compensate Insite Street Media. Insite Street Media acknowledges that this set aside is not inclusive of the City's use of digital displays and devices for the delivery of real-time transit information. Insite Street Media acknowledges that the amount of space/time to be used for the display of real-time information will be determined cooperatively.

Program Build Out and Expansion Plan

Insite Street Media acknowledges that 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. Insite Street Media acknowledges that the City will also identify locations for new Shelters and collaborate with the Contractor to identify potential locations for other Program Elements. If awarded the contract, Insite Street Media 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.

Insite Street Media's 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.



Smart Technology/Digital Infrastructure

Insite Street Media acknowledges that 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. Insite Street Media acknowledges that STAP Elements will both create, use and exchange data as part of their function. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that STAP Program Elements should be capable of housing small-cell towers and network devices to support 5G cellular service. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that 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.

Data Collection, Data Ownership & Use of Location-Based Technology

Insite Street Media acknowledges that data that is collected through STAP Elements and programs will be the sole property of the City of Los Angeles. Insite Street Media acknowledges that all data collected will be non-personally identifiable information in accordance with the provisions of the California Consumer Privacy Act 2018. Insite Street Media 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. Insite Street Media acknowledges that 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. Insite Street Media 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. Insite Street Media 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that the use of location-based technologies will only be authorized by the City on commercial basis if it follows the CCPA and the public has the means to opt-out of such advertising.

Understanding the Proposed STAP Maintenance Schedule

Insite Street Media acknowledges that we will be responsible for the maintenance of all STAP Elements to the requirements of the City. Insite Street Media acknowledges that 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 Insite Street Media 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. Insite Street Media acknowledges that as STAP will have a strong reliance on digital displays to achieve its goals, all those devices will be maintained by our company by wiping down or air-dusting debris from electrical connections as well as screens. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that 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). Insite Street Media acknowledges that 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.

- **Preventative Maintenance:** Insite Street Media acknowledges that Preventative Maintenance is described in the Proposed STAP Maintenance Schedule as: Replacement of worn structural elements; and OEM recommended maintenance of digital displays. Insite Street Media acknowledges that Preventative Maintenance will occur weekly at 10% of the shelter inventory.
- **Regular Maintenance:** Insite Street Media acknowledges that Regular Maintenance is described in the Proposed STAP Maintenance Schedule as: Removal of graffiti, stickers, and tags; replacement of broken structural elements; cleaning of digital displays; removal of litter and debris. Insite Street Media acknowledges that Regular Maintenance will occur weekly at 100% of the shelter inventory.
- **"Hot Spots" Maintenance:** Insite Street Media acknowledges that "Hot Spots" Maintenance is described in the Proposed STAP Maintenance Schedule as: Replacement of worn structural elements; and OEM recommended maintenance of digital displays; along with removal of graffiti, stickers and tags; replacement of broken structural elements; cleaning of digital displays; removal of litter and debris. Insite Street Media acknowledges that "Hot Spots" Maintenance will occur a minimum of 3 times per week, based up where it's needed throughout the shelter inventory.
- **Deep Cleaning Maintenance:** Insite Street Media acknowledges that Deep Cleaning Maintenance is described in the Proposed STAP Maintenance Schedule as: Power washing to pads and program elements; painting or repairs to structural damage; removal and refurbishment of program elements. Insite Street Media acknowledges that Deep Cleaning Maintenance will have a rotating schedule. Insite Street Media acknowledges that power washing will occur quarterly, and there may be additional power washing at specific locations as needed. Repairs such as painting and other miscellaneous repairs, will occur on a bi-annually basis, or as needed. Power washing will occur quarterly at 100% of the shelter inventory. Painting and other miscellaneous repairs will occur as needed.
- **Emergency Maintenance:** Insite Street Media acknowledges that Emergency Maintenance is described in the Proposed STAP Maintenance Schedule as: 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. Insite Street Media acknowledges that Emergency Maintenance will occur upon notification, and no later than 24 hours after said notification, no matter where it's needed throughout the shelter inventory.

Understanding the Advertising Guidelines

Insite Street Media acknowledges that the City's STAP has the goals of providing shelter, shade, safety and comfort for transit riders and pedestrians. Insite Street Media acknowledges that 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; and thus 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. Insite Street Media 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.

- **City of Los Angeles’s Advertising Policy:** Insite Street Media acknowledges that 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that the City will not allow the placement of advertising promoting non-commercial purposes except for government or other sanctioned programs and services. Insite Street Media acknowledges that advertising intended to advocate or oppose social policies, religious discourses, political candidates, and issues will be not allowed. Insite Street Media has read and understands the City’s draft Advertising Policy attached as Appendix B of the RFP.
- **Review of Advertising Content:** Insite Street Media will be responsible for the content of all advertising to be displayed and will use sound business judgment in accepting advertising content for posting. Insite Street Media 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that the City retains the right to reject any advertising subject to the terms of its Advertising Policy. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that the Content Management System (CMS) will be an important point of applying the STAP Advertising Guidelines. Insite Street Media acknowledges that 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.
- **Removal of Objectionable Content:** Insite Street Media acknowledges that our company will remove any advertising that StreetsLA determines to be objectionable or conflicts with the City of Los Angeles’ Advertising Policy. Insite Street Media acknowledges that removal will take place as soon as possible, but no later than 24 hours from the time of notification to the Contractor. Insite Street Media acknowledges that our company 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 Insite Street Media harmless from litigation resulting from its direction to the Contractor to reject advertising because of objectionable content.
- **Advertising Sustainability:** Insite Street Media acknowledges that the City requires the use of sustainable materials in the manufacture of STAP Elements. Insite Street Media acknowledges that the production of static advertising will also be subject to the use of sustainable, recyclable and/or biodegradable materials. Insite Street Media will 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. Insite Street Media acknowledges that 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. Insite Street Media will present an annual report of program energy and water usage for the purpose of reducing consumption over the Contract Term. Insite Street Media 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. Insite Street Media acknowledges that the Load Serving Entity that provides STAP’s power is the Los Angeles Department of Water and Power (LADWP). Insite Street Media will explore and utilize all incentive opportunities offered by LADWP to minimize power load requirements.



Understanding the Advertising Sales Objectives

As the City's STAP partner, Insite Street Media will create a robust mix of national, regional, and local advertisers in multiple advertiser categories. Insite Street Media will also embrace the programmatic sale of the STAP's digital assets through automated buying, selling and delivery of advertising space. Insite Street Media agrees that Programmatic Self-Service exchanges that would allow smaller advertisers to purchase advertising on STAP shelters and kiosks in their neighborhoods; and this would expand the advertiser base and create opportunities and deliver value to small, local merchants in Los Angeles neighborhoods.

- **Business Plan:** Insite Street Media acknowledges that any of our 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. Insite Street Media acknowledges that the City will provide Identification Cards to those employees or representatives that require access to the City's rights of ways and facilities. Insite Street Media acknowledges that the Identification Cards are 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that at no time will an installation of new STAP Elements be undertaken without prior notice to the City. Insite Street Media acknowledges that our company will be required to post a monthly report of maintenance activities into the City's Asset Management Reporting System. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that at a minimum, the tracking and control reports will include all the Inventory Tracking and Control requirements described in the table on page 34 of the RFP. Insite Street Media acknowledges that throughout the Contract Term, and for a minimum of five years after the agreement ends, our company will maintain complete and accurate records of the operation of the STAP including all accounts of sales, revenue collection and payments due the City. Insite Street Media acknowledges that 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 our company's obligations under the Agreement.
- **Sales Plan:** Insite Street Media acknowledges that 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. Insite Street Media acknowledges that at a minimum, the Sales Plan will be updated annually. Insite Street Media's Sales Plan details how we intend to achieve the following:
 - Maximize sales increasing total gross revenue.
 - Maintain occupancy rates at a minimum of 80% of the available advertising inventory.

- Diversify the categories of advertisers to include technology, entertainment, financial services, insurance, healthcare, education, wireless, consumer product, automotive, pharmaceuticals and online commerce industries.
 - Increase sales to multicultural advertisers in recognition that LA is a minority-majority city.
 - Sell the STAP space at rates that are comparable and competitive to those of other media in the Los Angeles DMA.
 - Develop supplemental sales through establishing programmatic online sales of STAP advertising space.
 - Develop methods to allow small, local merchants to buy STAP in their neighborhoods through a self-service exchange or Demand Side Platform.
 - Demonstrate experiential advertising and other innovative forms of advertising that would increase revenue and the value of the STAP.
- Insite Street Media acknowledges that the Sales Plan must demonstrate how we will maximize revenues through achievement of a reasonable mix of national, regional, and local sales. Insite Street Media acknowledges that at no time will the STAP's advertising space be sold by any organization other than our company without the prior approval of the City. Insite Street Media acknowledges that 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. Insite Street Media will provide quarterly reports detailing all contracts and billing collection activity. These reports will be provided through the CMS. Insite Street Media will provide copies of all advertising sales contracts prior to their effective date. The contracts will detail the value of advertising purchased including the location and duration of the buy. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that the City mandates that all dated materials should be removed within ten days of the end of an advertising contract. Insite Street Media acknowledges that 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.
 - **Establishing Rates, Contract Terms and Rate Card Review:** Insite Street Media will establish national, regional, and local rates for the sale of STAP advertising space. Insite Street Media acknowledges that the term of the contracts negotiated by the Contractor should develop and sustain relationships with advertisers for the long-term. Insite Street Media acknowledges that the City will review our 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. Insite Street Media acknowledges that 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.
 - **Barter, Over-Posting, Bonusing and Removal of Data Materials:** Insite Street Media acknowledges that the City will not allow the use of STAP advertising space for barter that benefits our company without the City receiving compensation for the value of the advertising space bartered. Insite Street Media acknowledges that all barter transactions will be accounted for in the reports provided to the City, and 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. Insite Street Media acknowledges that maintaining a clean and

well-kept environment for those using the elements of the STAP is of paramount importance to the City. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that over-posted advertising must remain in “like-new” condition. Insite Street Media will report quarterly on the rate of over-posting in conjunction with its reporting on occupancy rates and will also limit bonusing to no more than 10% of the purchased space. Insite Street Media acknowledges that the City may use any other unsold space for its own messages or for co-promotional purposes. Insite Street Media acknowledges that the City will also allow the use of unsold space for the purpose of promoting STAP advertising opportunities.

- **Public Service Advertising and Public Service Fees:** Insite Street Media acknowledges that our company 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. Insite Street Media acknowledges that our company 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. Insite Street Media acknowledges that our company 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. Insite Street Media 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. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that statement will include a listing of all the public service advertising posted during each reporting period.
- **Cooperative Promotions and City’s Retained Rights:** Insite Street Media acknowledges that 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. Insite Street Media acknowledges that the City reserves the right to use 5% of all advertising space/time without the need to compensate our company. Insite Street Media acknowledges that in situations when the City requires more than the 5% set aside, our company will receive compensation for the value of the advertising space that is used by the City at the prevailing public service advertising rate. Insite Street Media acknowledges that the City retains the right to display transit rider, active transportation user, shared mobility participant and pedestrian information on all the STAP inventory. Insite Street Media will make space available for this purpose on all digital and static advertising formats, and the amount of space dedicated to this purpose will be determined cooperatively. Insite Street Media acknowledges that all other methods of selling STAP advertising, such as experiential advertising or other advertising concepts developed by our company, must receive the prior approval of the City. Insite Street Media acknowledges that in all circumstances, revenues will be shared with the City at the same levels detailed in the Agreement resulting from this RFP.
- **Data Ownership and Monetization:** Insite Street Media acknowledges that no personally identifiable data will be collected under the STAP. Insite Street Media acknowledges that non-personally identifiable data that is collected through STAP structures, devices, technologies, is the exclusive property of the City.

Insite Street Media acknowledges that our company 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.

Understanding the Disclosures

Insite Street Media acknowledges that the City will require our company 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.

- **Ownership of Other Advertising Structures in the City of Los Angeles:** Insite Street Media 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.
- **Revenue and Payment Terms:** Insite Street Media acknowledges that our company will pay the City the required first year, one-time payment of \$6 million on or before March 31, 2022. In addition to that payment, Insite Street Media will pay the City the agreed upon percentage share of revenue in quarterly installments based upon a schedule of revenue reconciliation. Insite Street Media acknowledges that 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. Insite Street Media acknowledges that quarterly revenue reports, including revenues due to the City must be available through the CMS. Insite Street Media acknowledges that these quarterly payments will be made to the City by electronic funds transfer no later than the tenth (10th) day of the succeeding month. Insite Street Media will furnish copies of all advertising contracts 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. Insite Street Media will make every effort to collect all amounts due for the sales of the STAP inventory. Insite Street Media acknowledges that 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 Insite Street Media and due to the City.
- **Minimum Annual Guarantee:** Insite Street Media acknowledges that the City is not requiring the payment of a minimum annual guarantee but is requiring the payment of a one-time payment of \$6 million. Insite Street Media acknowledges that all 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.
- **Revenue Share:** Insite Street Media has developed a revenue share proposal that considers capital commitments by the City as well as our company, our cost of maintaining the STAP inventory and its cost of marketing the advertising space. Insite Street Media acknowledges that the goals of the STAP are not all associated with revenues however achievement of those goals is very much dependent upon generating sufficient revenues.
- **True-Up Process:** Insite Street Media acknowledges that should we 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. Insite Street Media

acknowledges that true-up process should happen on a quarterly basis with the payment to the City. Insite Street Media acknowledges that 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 Insite Street Media has not pay the full amount owed to the City, the City will invoice our company 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.

- **Financial Audit:** Insite Street Media will maintain and require its subcontractors to maintain, in accordance with generally accepted accounting principles, books, records, and other compilations of data pertaining to our 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. Insite Street Media acknowledges that upon seven 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 Insite Street Media relating to its performance under the contract that results from this RFP. Insite Street Media will make available its Project Manager, financial staff as well as all records and data maintained by our company for the purposes of performing a financial performance audit. Insite Street Media 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 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. Insite Street Media, 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 any violation of the terms and conditions of state and federal laws. Insite Street Media 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 nay non-compliance with applicable state and federal law. Insite Street Media acknowledges that restitution will be made no later than thirty days after receipt of notification from the City of the amount due the City.

Understanding the Required Compliance

Insite Street Media will manage our responsibilities under STAP in compliance with all applicable federal, state, and local laws and requirements. Insite Street Media 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 our company to keep fully informed and to comply with its obligations in this regard. Insite Street Media acknowledges our required compliance with these laws and regulations:

- **Highway Beautification Act:** Insite Street Media is aware of the requirements of the Highway Beautification Act, as some STAP Elements may be located along the National Highway System.
- **Americans with Disabilities Act:** Insite Street Media 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).

- **City of Los Angeles Public Right of Way Protocols:** Insite Street Media will become familiar with and assure that the desired outcome of the protocols is achieved with STAP.
- **Civil Rights Act of 1964:** Insite Street Media 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.
- **Patriot Act Certification:** Insite Street Media will warrant that neither our company 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.
- **Compliance with Standard City Requirements:** Insite Street Media acknowledges that we 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
- Insite Street Media 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 our duties under the Agreement that results from this RFP.
- **City of Los Angeles Privacy Policy:** Insite Street Media will comply with the City of Los Angeles Privacy Policy and Digital Code of Ethics regarding the collection and use of personally identifiable information. Insite Street Media acknowledges that 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.
- **California Consumer Privacy Act:** Insite Street Media will comply with the CCPA including having a process for receiving and responding to public requests about data that may be collected under STAP.
- **The City of Los Angeles’ Advertising Policy:** Insite Street Media will comply with the City’s Advertising Policy, which 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.

Transition Plan & Scope of Work

Our Presence in Los Angeles

After being awarded the bus bench contract for the City of Los Angeles in 2011, InSite Street Media purchased and installed nearly 6,000 benches in less than two years, while at the same time removing more than 4,500 old benches owned by the previous vendor. During the same time period, our company installed more than 2,000 trash receptacles. All of the 6,000 bus benches were professionally installed in compliance with all ADA, State of California, and Los Angeles City regulations. There is no company other than InSite Street Media that has installed modern steel benches of that magnitude within that time frame anywhere in the country.

In the City of Los Angeles, InSite Street Media’s crews visit each of the 6,000 bus bench locations twice a week, and in addition, our operations center is able to dispatch “hot spot” crews to deal with locations demanding additional service. “Hot spots” are bus stops that need more attention than usual to maintenance in order to be sustained at acceptable levels of cleanliness. InSite Street Media has exacting standards for eliminating graffiti from both the benches and the advertisements, making any necessary repairs to the benches, and cleaning the benches and the bus stop area. Crews primarily engaged in the installation and removal of advertising displays on the benches also visit the bench sites on a regular basis. Additionally, the Company’s Field Operations Supervisor also dedicates 50% of his workday to active field inspection. These operational procedures ensure we have “more eyes” on every bus bench site.

Given that the City has identified 770 approved, existing, and potential sites for shelters, the task of removing and installing at 770 bus shelter locations within one year is achievable with InSite Street Media’s experience managing large street furniture rollouts on the streets of Los Angeles.



As detailed in the biographies and resumes of InSite Street Media’s key staff members, our company has an unusual depth of experience at the executive level. We also have the ample and diverse skills that bus shelter projects such as the Los Angeles program would require, including understanding and interpreting local conditions, working with communities, hiring the most suitable personnel, and vetting local contractors. In satisfying the requirements of this RFP, it is a considerable advantage that InSite Street Media already has established operations in the City of Los Angeles, where the geographical footprint is spread far and wide, in that our work crews would have easy access to servicing the entire City.

Establishing an effective bus shelter program in Los Angeles is facilitated by InSite Street Media’s extensive presence in the City of Los Angeles, where our work crews have the necessary expertise and training to immediately undertake an expanded program that covers the entire City. With a center of operations already well-established in the City, the bus shelter advertising program envisioned by the City of Los Angeles is more easily achieved by a recognized and established entity such as InSite Street Media. The Los Angeles program will have the attention and focus of our “key” personnel and experienced workforce in order to properly staff the City program with the vehicles and crews necessary to accomplish the tasks identified and referenced in the RFP. In addition to skilled workers who will install and maintain the bus shelters and trash receptacles, InSite Street Media has an experienced sales team already in place to initiate an effective advertising program that would complement what our company has achieved in the City of Los Angeles program.

Minimum Mandatory Requirements Compliance

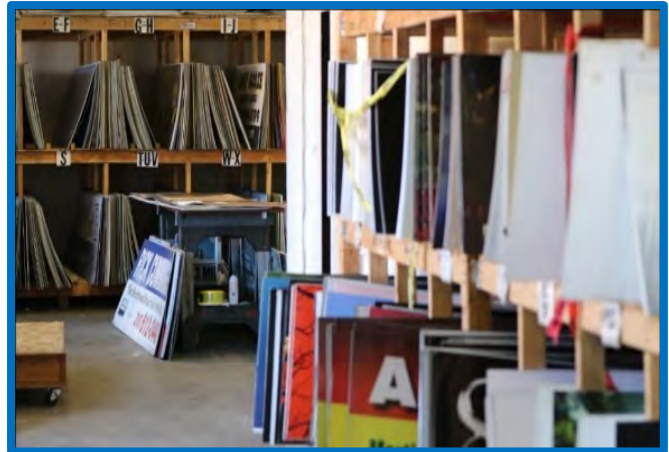
InSite Street Media’s current Executive and Management team is a diverse group of individuals whose collective experience exceeds and complements the requirements for Los Angeles’s STAP Program. Our company has made a significant investment in people, technology, and product R&D in order to fine-tune the current business operation of 6,000 bus benches in the City of Los Angeles. The City of Los Angeles is poised to benefit by selecting InSite Street Media for the STAP program as demonstrated by our company’s success in the City of LA.

Furthermore, our Company has the financial wherewithal to provide the City of Los Angeles a first-rate, highly-engineered, field-tested, unparalleled shelter and kiosk street furniture product that will improve the streetscape in the City while serving bus riders with an amenity that represents a vast improvement over the current product and is second-to-none in relation to other shelter products currently available in the marketplace. InSite Street Media’s competence is demonstrated by its successful purchase and installation of 6,000 steel benches and over 2,000 trash cans in Los Angeles in less than a 2-year period at no cost to the City - a feat unmatched by any other competitor. There are no conditions that would impede InSite Street Media’s ability to provide the services described in the RFP.

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Storage Facilities

Well-established with its current bus bench advertising program in the City of Los Angeles, InSite Street Media has in place now, and will if needed, lease additional space for the build-out period, to have an adequate secured storage area for the service and support vehicles, tools, equipment, trash receptacles, removed shelters, and any auxiliary parts. At its sole cost, InSite Street Media will continue to have its own storage facilities for the necessary number of shelters and trash receptacles, as well as related equipment and tools, to ensure prompt repair or replacement of any damaged units.



License, Permits, and Inspections

InSite Street Media will maintain at all times during a contract with the City of Los Angeles an active and valid City business license and any permits and licenses from all applicable jurisdictions, including but not limited to the State of California and railroad companies as is required to perform the Contract work including paying associated costs and fees.

Safety

InSite Street Media will at all times comply with Federal, State and local City ordinances and regulations which in any manner affect its employees in the work, the materials used in the work, or in any way affect the conduct or performance of the work of installing, maintaining and repairing the bus shelters and trash receptacles, as well as the collection and disposal of waste from designated trash receptacles.

InSite Street Media will comply with all laws during the Contract term, including but not limited to:

- **Americans with Disabilities Act of 1990 and its Accessibility Guidelines**
InSite Street Media's bus shelters meet the requirement of the ADA Act of 1990, as well as adopted and revised seating requirement of the 2010 Standards for Accessible Design.
- **Manual on Uniform Traffic Control Devices**
InSite Street Media's work crews will adhere to all provisions of the Manual on Uniform Traffic Control Devices guidelines in order to assure the safety of its maintenance staff as well as that of the public and transit users.
- **National Pollutant Discharge Elimination System Permits**
InSite Street Media will implement and maintain the required BMPs and not allow any liquid, dirt, debris, or trash derived from its operations under this transit shelter and trash receptacle program to be deposited into any drain vaults, catch basins, street gutters, or storm drain systems in violation of the National Pollutant Discharge Elimination System Permit.

- **Underground Service Alert of Southern California (USASC)**

Prior to any excavation, InSite Street Media will notify USASC at (800) 422-4133, in compliance with all existing California laws.

InSite Street Media and its employees/agents will observe all applicable California Occupational Safety and Health Administration requirements, as well as all Federal, State and City safety requirements under the bus shelter and trash receptacle program. Any work crews when entering construction areas will wear hard hats.

Public Convenience and Safety

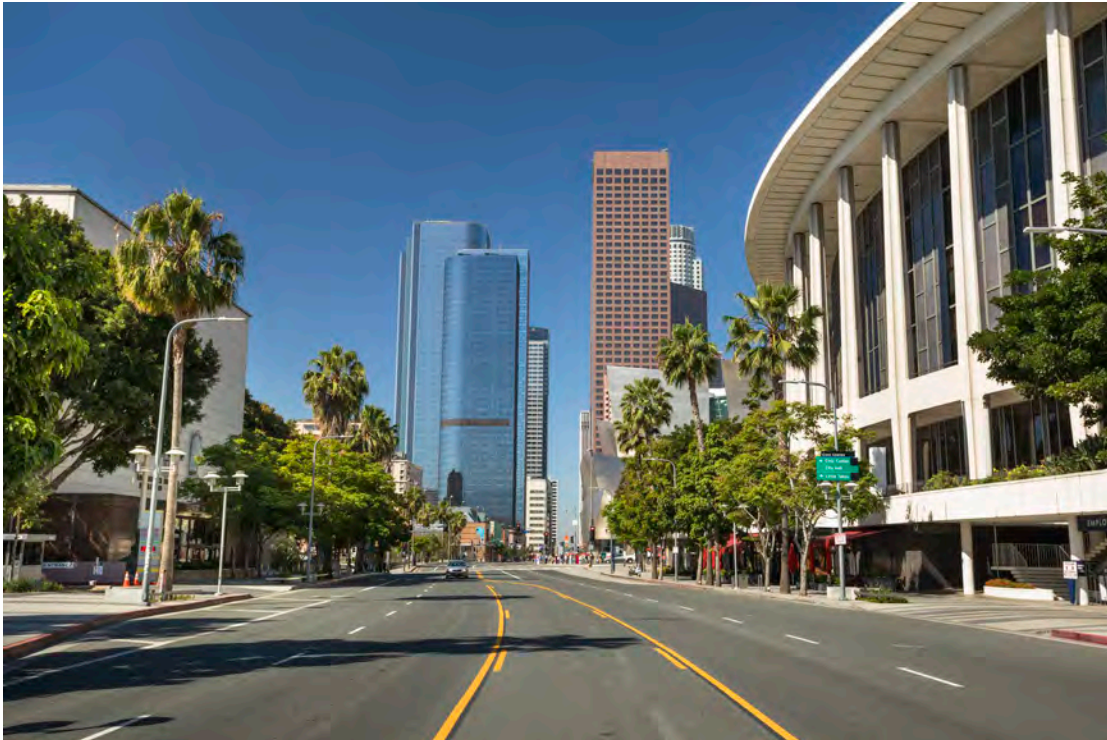
Striving to minimize public inconvenience, InSite Street Media will provide a work plan or operation plan subject for review and approval by the Contract Manager. InSite Street Media will consider the access right of the public in the streets during its installation, maintenance and repair work on bus shelters and trash receptacles. All safety precautions will be undertaken to protect the public and the workers.

Safety Inspection

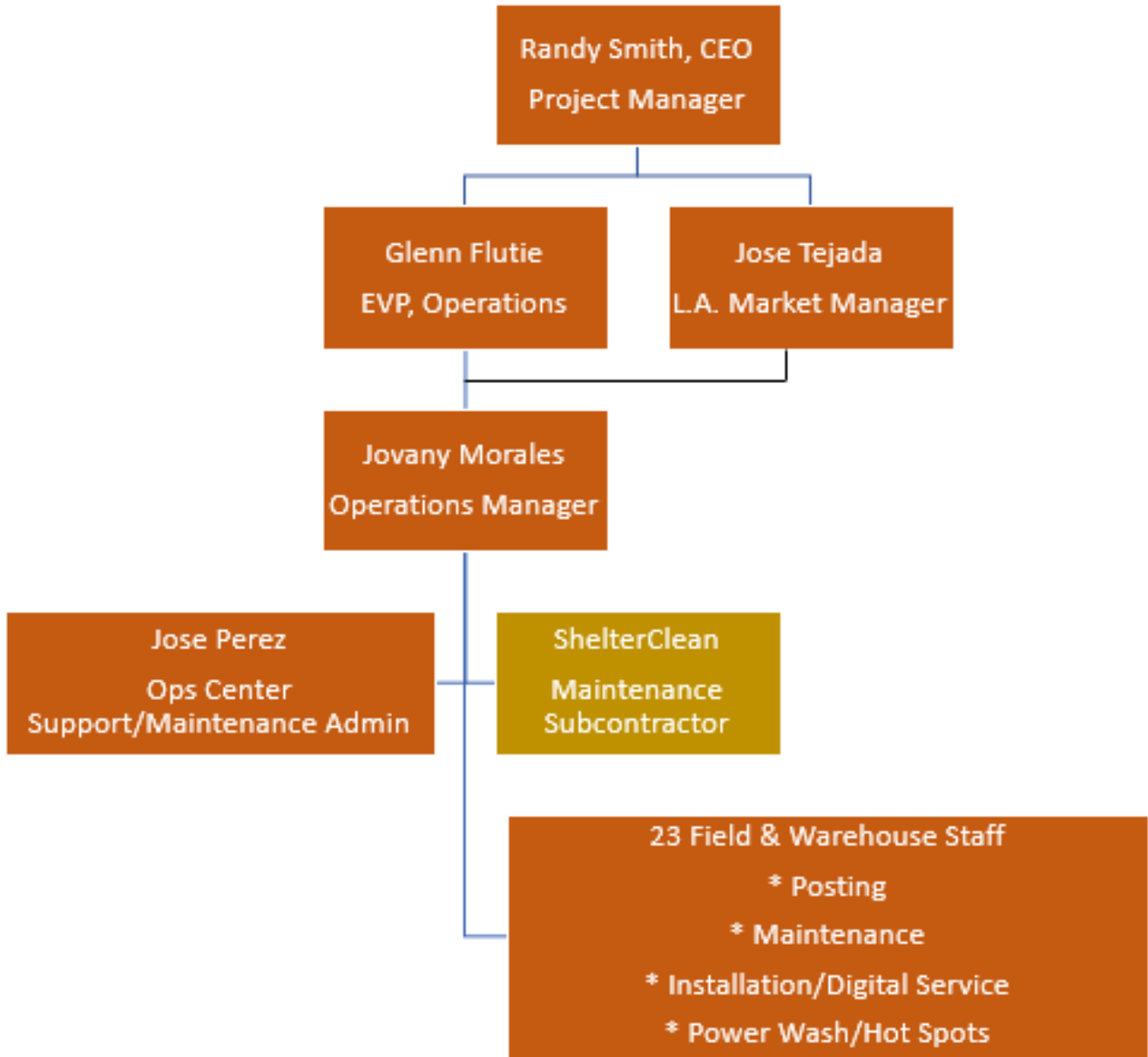
InSite Street Media will perform monthly safety inspections on all transit locations serviced under this Contract. InSite Street Media will use a numbering system to identify each site location and show the number associated with each site on the inventory table. The major streets will be listed in alphanumerical order.

Hours & Days of Service

InSite Street Media’s crews, including the activities of installation, maintenance, repair, relocation and removal work, will adhere to the City’s schedule of work to be conducted Monday through Friday, with no work to occur during the City’s observed holidays or within the peak traffic hours from 6 a.m. to 9 a.m., and 4 p.m. to 7 p.m., unless the work is of an emergency nature and otherwise approved by the Contract Manager.



Operations Department Organizational Chart



Transition Plan & Schedule to Provide, Install, Maintain, Repair & Service Digital Shelters and Trash Receptacles

STEP 1 – FIELD SURVEY:

Jovany Morales (Field Supervisor) and Glenn Flutie (Operations Manager) will travel to each of the 770 approved sites to evaluate and confirm that each site meets all the installation requirements set forth in the STAP RFP. Assuming the site meets the requirements, the removal crew will then start the process of removing the existing shelters in concert with the new installs. The removal crew and the installation crew will work in unison to minimize the lag time in-between removal and installation, to assure a smooth transition.

Next, a template mirroring the footprint of the transit shelter will be placed on the sidewalk at each site. During this time, all necessary measurements will be analyzed to confirm full compliance with all requirements of the City of Los Angeles. At this point, the site will be marked with a keel-marker providing the installation crew a precise guide for shelter placement. (The use of a keel-marker ensures that no permanent lasting marks are left on the sidewalk.) InSite Street Media will observe the minimum setback requirements listed.

Within 30 days of the commencement of the Contract, InSite Street Media will provide work schedules for approval to the Contract Manager. These work schedules will be provided prior to commencing work on the transit shelters. These schedules will include the installation of new transit shelter to the City's specifications that shall be completed within nine months after approval of the schedules.

STEP 2 – ARRIVAL / SAFETY MEASURES:

When approximately 200 feet away from the site, the driver will turn on his or her hazard lights and overhead yellow caution lights. Upon reaching the site, the driver will look into the mirrors to assure the traffic is clear before exiting the pick-up truck. Once out of the truck, red cones will be placed in front of and alongside of the truck, as well as behind the trailer. This safety precaution is done prior to starting any work on removal and installation of transit shelters and kiosks. (It should be noted that the overhead yellow caution lights remain turned on while the crew performs all work at the site.) The crewmembers do not commence the proposed work until all conditions are safe for the workers as well as the public and transit users. If there are any pedestrians present at the site, our crewmembers will always explain who they are and what they are there to do. If any pedestrian is not willing to move off to the side and safely removed from the work crew's anticipated activity, then our truck will move on to the next site and return at a later time. Once the site is clear, our crew will proceed to do their jobs. Before the work is started, red cones will always be placed at each end of the construction site. All of our installation vehicles are equipped with a sign on the rear of the vehicle reading: "CAUTION: This vehicle makes frequent stops & backs up frequently. Stay back 25 feet."

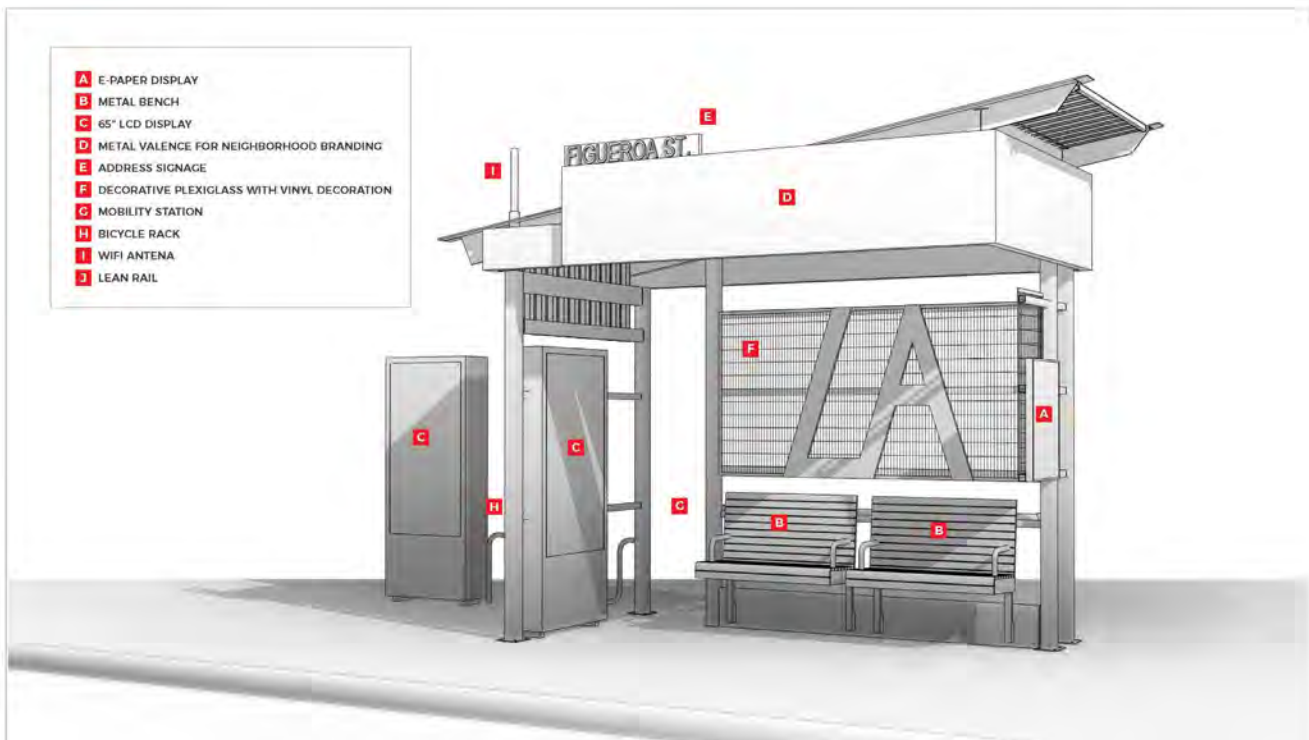
InSite Street Media's work crews, in all matters pertaining to installation and maintenance of bus shelters, kiosks, and trash receptacles, will adhere to the City of Los Angeles's hours and days of service.

STEP 3 – INSTALLATION:

Upon arrival, the crew will safely prepare the site. Once the site is clear, our crew will proceed to do their jobs. Before the work is started, red cones will always be placed at each end of the construction site. The crew will then set their bus shelter template at the marks to re-check the Field Survey measurements as a quality control measure. The shelter or kiosk will then be installed in accordance with the City’s approved drawings and permits.

The process of removing pre-existing trash receptacles and installing new trash receptacles is similar. Upon arrival, the crew will remove the pre-existing trash receptacle and load it onto a trailer to be disposed of properly. Once the existing trash receptacle has been removed, all pre-existing bolts that held the previous trash receptacle in place will be cut flush with the sidewalk to ensure that no tripping hazard is left behind. At any approved site where a bus shelter currently exists, the trash receptacle will be installed so that the unit is aligned with the shelter. Trash receptacles will be installed at least 6 feet away from the existing shelters.

Upon completion of the bus shelter, kiosk, and/or trash receptacle installation, a shop-vac is used to collect all the concrete dust created by the drilling. The crew will take great care to ensure that dust and debris is not diverted to any storm drains. The shelter is then wiped down thoroughly, a barcode and maintenance stickers are applied. The barcode is then scanned so that the site is uploaded into our inventory management system for proper record keeping. Finally, the unit is inspected by the lead crewmember. If a trash receptacle has been installed, the liner, trash bag, and lid are then secured; and the completed receptacle is inspected as well. At that point, the crew returns to the work vehicle, shuts off safety and strobe lights, and proceeds to the next site for installation of shelters following the above-described procedure. After each site installation, the Field Supervisor revisits the site on a follow-up final inspection of the shelter and trash receptacle (if applicable) to ensure the installation is proper, secure, and in complete regulatory compliance.



Ongoing - Maintenance & General Cleaning

Frequency

InSite Street Media will visit each bus shelter, kiosk, and trash receptacle site weekly for standard maintenance to keep the shelters and trash receptacles in “like new” condition. Our operations center is able to dispatch “hot spot” crews to deal with locations demanding more service. “Hot spots” are bus stops that need more attention than usual to maintenance in order to be sustained at acceptable levels of cleanliness, and as a result, these locations will receive extra attention by site visits more frequent than twice per week.

Maintenance Process

The technicians will clean each bus shelter and trash receptacle. The maintenance process includes removal of all dirt, stickers, graffiti, or any other foreign material item or substance that may be on the shelter, to keep them in “like new” condition. Additionally, the 10-foot radial area around each site will be cleared for so as to be free all weeds protruding from sidewalk crevices.

Benefit of Frequent Maintenance: Graffiti

By experience, InSite Street Media is well aware that when a bus shelter, kiosk, or trash receptacle has graffiti on it, it is important to remove the graffiti as quickly as possible as rapid removal works to diminish the frequency of tagging incidents. Our company is committed to ensuring all shelters and trash receptacles in our operation remain clean and free of graffiti as it serves the community with an improved streetscape and is also an efficient and effective maintenance procedure for mitigating the frequency of tagging incidents. Any minor touch-up painting needed is completed by a trained crewmember. When touch up painting work is done, a drop cloth is used at all time in case of spillage.

Maintenance: Posting and ‘Hot Spot’ Procedures

Upon arrival, the safety measures outlined under the “Installation Work” Section will be followed as the crew safely arrives and clears the site. Once the site is clear, our crew will proceed to do their jobs. Before the work is started, red cones will always be placed at each end of the construction site.

If anything is determined to be damaged on the bus shelter or trash receptacle, the crew will put up yellow caution tape and will fill out the appropriate maintenance form reflecting the problem and will turn in the form to the Field Supervisor at the end of their shift. Any damaged part will be replaced within 24 hours or the following business day. In addition, if our “Hot Spot” Crew is visiting the site, and if the trash receptacle liner needs repair, it will be swapped out on site at the visit. (Our “Hot Spot” Crew carries extra liners in their vehicle.) Before picking up the cones and re-entering the truck, our crewmembers always make sure that the traffic is clear.

Care of Trash Receptacle Liners

InSite Street Media only uses heavy-duty, industrial liners. Both our Maintenance and “Hot Spot” Crews will always carry extra liners to replace any damaged liners or liners requiring temporary removal for thorough cleaning. If a liner needs to be cleaned, a new one will be placed into the receptacle and the soiled liner removed and transported to InSite Street Media’s Operation and Maintenance Center for thorough cleaning by one of our Warehouse Technicians.

Frequency of Maintenance and Trash Collection

InSite Street Media agrees to provide trash collection schedules within 30 days of the commencement of contract and agrees to execute routine inspections and/or cleaning at each trash receptacle site twice a week on two non-consecutive days. Site visits may increase if needed to keep the site in a clean and acceptable manner.

Hazardous Conditions Process

In the event that a damaged shelter is reported, immediate steps to remedy and/or remove hazardous conditions are as follows: A maintenance technician will be dispatched to the site and arrive within 2 hours of notification. After an initial field inspection and assessment, if the site requires removal of any hazardous materials or conditions, the technician will wrap the shelter and/or trash receptacle with yellow caution tape to make it known to the public that the site is not safe. The Road or Field Supervisor will schedule an immediate visit by the InSite Street Media installation crew. The installation crew will visit the site within 24 hours and will remove and replace the damaged shelter and/or trash receptacle, or any other reported part that is damaged on either unit as reported on the Maintenance Request Form. The Contract Manager will be notified of the damaged unit as well as of the time and date of the repair. Any shelter, kiosk, or trash receptacle issue that is creating a hazardous condition in the field will be repaired and/or replaced within a 24-hour time period. Any other shelter or trash receptacle damaged in a non-hazardous manner that cannot be repaired on site will be replaced by the end of the next working day during a standard field visit, or by notification from the Contract Manager or from any member of the public.

Hazardous Materials

Appropriate qualified personnel will handle Hazardous Waste with extreme caution, and InSite Street Media will report any unknown substance or hazardous material to the Contract Manager immediately. Upon discovery by Contract Manager or InSite Street Media's Crew of any potential hazard or damage that presents a safety concern to the public, InSite Street Media shall take immediate steps to remove any hazardous conditions, tape off or otherwise prevent public access to the hazard, render the site condition safe, and notify Contract Manager of the need for repair and corrective measures taken within 2 hours. InSite Street Media shall also complete necessary repairs within 24 hours unless conditions exist to justify a longer repair period as determined by the Contract Manager.

Pressure Washing Procedures: Wastewater Handling

All power-washing vehicles are Ford F-450 or F-550 (or equivalent) trucks with flatbeds. They are all equipped with an arrow light stick, two-way radio, 3500 psi hot/cold/steam, gas powered pressure washer, 525-gallon water tank, and 100-foot hose and reel. Additionally, a wastewater vacuum system with a 125-gallon recovery tank will be mounted to aid in the reclamation of standing water or prevent runoff into the storm water system. Any wastewater collected will be disposed in accordance with local, state, and federal regulations. InSite Street Media's official subcontractor, ShelterClean, has a permitted sanitary sewer at their Signal Hill facility.

Placement: Federal & City Compliance

All shelters meet the requirement of the ADA Act of 1990, as well as adopted and revised seating requirement of the 2010 Standards for Accessible Design. All shelter designs submitted in this document meet the ADA Guidelines for seating. All shelters that will be installed will meet the ADA Accessibility Guidelines for installation, and all other local and state regulations, including the Caltrans PAR Regulations. Further, all shelters, kiosks, and trashcans will be free of interference with existing furniture and utilities.

All bus shelters will be 48 inches minimum distance away from fixed objects on sidewalk and will be placed in such a manner that they do not interfere with existing trees, light poles, mail boxes, electrical boxes, bus stop signs, bus shelters, above ground facilities, utilities, and other street furniture elements (both above ground and those known within the subgrade). The bus shelters shall not be placed where they obstruct doors, gates, walking paths, entrances, driveways, fire safety, or utilities for adjacent property owners. All shelters and trash receptacles will be installed in accordance with the Standard Specifications for Public Works Construction's (Green Book) latest edition (and including the latest additions and amendments in the Gray Book) and applicable State and local laws, advertising back panel requirements, maintenance decals, and seating capacity.

InSite Street Media will install or replace a minimum of 770 shelters in Year 1 of the contract. As part of the response to this RFP, InSite Street Media will comply with all applicable legal requirements, including but not limited to the Los Angeles Planning and Zoning Codes, the most recent editions of the California Outdoor Advertising Act and Regulations, Los Angeles General Plan 2035, applicable Community, Neighborhood and Area Plans, and the City of Los Angeles Department of Public Works Building and Safety Division Building Code Manual.

Graffiti Removal

InSite Street Media will provide graffiti removal services to remove graffiti from all surfaces on our shelters, kiosks, and trash receptables. Profanity, sexually explicit, or racist type graffiti shall have the highest removal priority. Graffiti placed on bus stop amenities during the weekends shall be removed on the following workday. InSite Street Media will only use City approved chemical solvents when removing graffiti from City property. None of the cleaning products will be disposed of in storm drains and street gutters.

Quality Assurance Program (QAP)

All InSite Street Media Road Crews (Posting, Maintenance and Hot Spot technicians) are equipped with maintenance forms. In the event that they encounter a shelter that they cannot repair during a scheduled visit, the Technician wraps the shelter or trash receptacle with yellow caution tape and submits a form for immediate repair.

These maintenance forms will be completed on site and turned in at the end of each day to our designated Field Supervisor, Jovany Morales, who will then enter these repair requests into our system. A 'Repair Order' will be generated and assigned to the designated crew for the next day. The maintenance technicians will take note of sites that require more than the twice-weekly-visit and report them as a "hot spot" for special attention. This "hot spot" designation will trigger additional visits by one of our "hot spot" technicians. In addition, a hot spot designation can also be triggered if it is noted by the Contract Manager that additional service is needed.

QAP: Route Management

As in all other municipalities that we service, all maintenance technicians associated with this project will be assigned specific routes for the maintenance of the bus shelters, kiosks, and trash receptacles. This practice encourages “pride of ownership” by each individual for the bus shelters, kiosks, and trash receptacles on his or her route. It further provides management control and accountability as every shelter, kiosk and trash receptacle in each route has an assigned maintenance technician.

QAP: Decals & Bar Codes

InSite Street Media will place a decal in a conspicuous place on the shelter or kiosk with the Company name, phone number, and designated shelter or site number and barcode for Company maintenance tracking and repair protocols. Then a barcode decal will also be placed on the rear of the ad panel that shows the shelter number ID, which is what is scanned each time one of our technicians visit the site. The bar code system facilitates turn-key inventory management both internally and for our external stakeholders. As previously outlined emergency and hazardous problems will be addressed within 24 hours/next business day. All maintenance will be done in accordance with all requirements outlined and stipulated in the STAP RFP.

Project Manager

InSite Street Media will designate one full-time Project Manager whose responsibility shall be to oversee the day-to-day operations of this Program. Randy Smith is the designated Project Manager, and he will have the full authority to act for InSite Street Media and will be reachable via cell phone during normal business hours. Having more than 17 years’ experience with the operations of street furniture advertising programs, Randy Smith will be dedicated full-time to this Program during the duration of the Contract.

In addition to the Project Manager, InSite Street Media, in fulfillment of the requirements for personnel dedicated to this Program, will designate a Road Supervisor, a Public Safety Official, and a sufficient number of properly licensed and qualified maintenance staff to carry out the responsibilities of installation and maintenance of bus shelters, kiosks, and trash receptacles at all new or refurbished locations under this contract.

Public Interaction

All company field staff are trained in regard to proper interaction with members of the public during the course of activities in the field. In addition, InSite Street Media will provide a daily log for all patron complaints and/or operation problems to its Contract Manager. This log shall be subject to inspection by the City of Los Angeles.

Adhering to standards of good conduct, InSite Street Media takes great pride in our appearance and how we interact with the public. This practice will be followed in the fulfillment of the City contract. However, if needed, our company will take all steps necessary to address, remove or alleviate the cause of any personnel who are not able to adhere to the Company’s high standards of positive interaction with members of the public.

Uniforms

InSite Street Media provides and replaces uniforms and all accessory clothing in order to maintain a clean and neat appearance for each member of the maintenance staff. All technicians wear provided InSite Street Media shirts that feature the InSite Street Media name and logo. All technicians wear work jeans and OSHA approved work boots. All technicians must wear fluorescent yellow safety vests at all times. Each employee will have rain gear in their vehicle at all times in case of inclement weather. InSite Street Media's technicians always carry the field supervisor's business cards in the event that a request is made by a member of the public.

Subcontractor: ShelterClean



InSite Street Media will employ the services of ShelterClean as a subcontractor, focused primarily on cleaning and power-washing, but available for other Operations Department needs.

A ShelterClean Field Supervisor will devote the majority of their time to inspecting and evaluating the performance of all field crews. This will entail driving the assigned routes of personnel and grading individual tasks with an evaluation form. The ShelterClean Field Supervisor reports directly to the Operations Manager.

The ShelterClean Field Supervisor will assist the Operations Manager in training functions and the implementation of procedures and policies. The Field Supervisor will be fully trained and qualified in all duties of the City of Los Angeles's operations should they be needed to perform special projects, service changes, or handle the assignments of vacationing and absent employees.

InSite enjoys a long standing and strong relationship with ShelterClean and recognizes the importance of the stable and dependable service that ShelterClean has delivered to the city of Los Angeles, caring for the LA shelters consistently over the course of several decades.

ShelterClean: Vehicles and Job Safety

All ShelterClean employees will obey all applicable traffic laws and make every effort to work off street when the flow of traffic is a concern. ShelterClean's fleet employs an Automatic Vehicle Locate (AVL) that tracks vehicles using GPS and monitors statistics through the OBD II port linked to the vehicle's computer. This monitoring device is a mobile fleet system that can be viewed and used on a desktop, smartphone, or tablet. The program allows live tracking and historical breadcrumb reports, as well as summary reports of miles traveled, fuel consumption, and other vehicle and driving statistics, including diagnostic reports from the vehicle's computer.

ShelterClean participates in the Department of Motor Vehicles "Pull Notice Program," which alerts us when an employee receives citations or has activity on his or her motor vehicle report. ShelterClean employees are subject to disciplinary action up to and including discharge for any traffic violation or accident. Employees are subject to disciplinary action up to and including discharge for unsafe work practices that lead to injuries or narrow escapes to themselves, co-workers, or the public.

ShelterClean employees use the arrow light stick-warning device, strobe light and/or other warning tools (delineators, cones, etc.) where prudent to warn other drivers of intent to stop and work in the bus stop zone.

ShelterClean employees know and follow the safety procedures set forth in the ShelterClean safety policy handbook (available upon request) as well as those established by California and federal regulatory agencies.

ShelterClean: Reports, Field Evaluations and Records Control

ShelterClean has developed a database (EAMS by Infor) that has complete information on all the locations, and that creates and stores all work orders and reports:

- All locations with pertinent information.
- Work order summaries generated monthly for billing; and
- Database researched for past work order activity.
- Reports will be exported into Excel spreadsheets to send to the InSite Street Media weekly.

ShelterClean crews are given a hard copy of their assigned routes and will follow as practically as possible the order as printed. The route sheet is the reporting form and provides the Field Supervisor a format to perform real time and after-the-fact inspections of the route. A combination of the route sheet reporting, field inspections and the vehicle tracking system allow optimum performance evaluations.

The ShelterClean Field Supervisor is expected to complete a written field evaluation on crews once a quarter. The evaluation notes certain deficiencies found, if any, at a minimum number of stops reviewed. These deficiencies are addressed with the route crews during or immediately following the field evaluation. A rating or grade is calculated based on 100 possible percentage points. A grade that falls below a certain percentage may warrant disciplinary action including verbal or written warnings, but our first priority and goal is to allow the employee to make corrections and improve. A follow up inspection is performed to ensure any performance deficiencies are corrected.

Many of ShelterClean's route specialists have been on the Los Angeles project since their first term starting back in 2003. ShelterClean's consistency of management, administrative staff, and field workforce is a key factor in their success, and it translates to a first-class power-washing program.

Interaction Between InSite Street Media and Sub-contractor ShelterClean

Once ShelterClean receives the bus shelter location list from InSite Street Media, they will create power-washing routes based on geographical locations. And special requests and callouts between scheduled power washing visits will be emailed to ShelterClean so that their cleaning crew can power wash the unscheduled location within a 24-hour period.

ShelterClean technicians will be given the same iPhone Apps used by the InSite Street Media technicians to provide before-and-after photos of each site during power-washing. InSite Street Media uses a proprietary IOS based Inventory and Management System that interfaces using an app that each technician has on their individual iPhone devices. The technicians are able to record work on each site by scanning the unique barcode attached to each site and using the camera to provide proof of performance on advertiser posting and advertiser maintenance (cleaning or replacement of damaged or vandalized advertising shelter posters). The system assures that all sites have been visited according to the daily work schedule. ShelterClean will use the same software to streamline the interaction between the two companies.



Inspection System Responsibility

InSite Street Media's Los Angeles Field Operations Supervisor Jovany Morales will also be responsible for the Inspection System. Mr. Morales has been employed with InSite Street Media since 2015 serving in a variety of roles in operations, including the Maintenance Crew, the "Hot Spot" Crew, and the Installation Crew. Prior to InSite Street Media, Mr. Morales worked in the retail industry as a store manager at a major national retail chain for six years, where he supervised over 20 sales associates. Mr. Morales also has extensive background in construction management. Mr. Morales was handpicked for his current management position by InSite Street Media's previous Field Operations Supervisor.

DETAILED/COMPREHENSIVE VEHICLE NARRATIVE

InSite Street Media usually purchases all company operations vehicles from a fleet dealer and only invests in new vehicles. By doing so, the InSite Street Media has been able to ensure maximum efficiency and longevity of company vehicles as a result of our preventative maintenance program. As an example, all company trucks are serviced every 5,000 miles with oil change, brake inspection and tire rotation at a minimum. As the vehicle mileage increases, standard factory recommended preventative maintenance guidelines are followed and all maintenance records retained. The Company trailers are all properly licensed. All trailers used in trash collection will be sealed to ensure trailers are leak proof. During non-working hours, company vehicles are parked securely at our Operations & Maintenance Center in Inglewood.

All drivers of company vehicles including Maintenance, Posting, Install, Hot Spot, and Power Washing Technicians have valid California Driver's Licenses, and the company carries comprehensive coverage auto insurance.

SHELTERCLEAN'S POWER-WASHING VEHICLES

The pressure wash operator vehicles will be Ford F-450 or F-550 (or equivalent) trucks with flatbeds, equipped with an arrow light stick, two-way radio, 3500 psi hot/cold/steam, gas powered pressure washer, 525-gallon water tank, and 100-foot hose and reel. Additionally, a wastewater vacuum system with a 125-gallon recovery tank will be mounted to aid in the reclamation of standing water or prevent runoff into the storm water system.

POWER WASHING PROCESS

Each ShelterClean power-washing operator will be assigned 15 to 25 locations per shift. The pressure wash operator is expected to complete his/her assignments in a regular shift but will be given authorization to work overtime to accommodate work delays or extraordinary problems found. While the Lead is operating the power-washing device, the Helper's job is to keep watch and alert the Lead to oncoming pedestrians. This team effort enables the power-washing device to be turned off until the pedestrians have passed. At no time is the power-washing device shooting water toward the street, in order to keep any water from entering a storm drain or catch basin or streaming toward private property. A portable boom system is used to divert runoff to the vacuum suction device so as to prevent wastewater from entering storm drains. As with all of maintenance, the work area will be a 10-foot minimum radius around the shelter and the trash receptacle. The Helper may also direct any pedestrians wishing to access a bus to wait in an area safely removed from the power-washing activity.

ShelterClean's power-washing operators will receive their daily assignment at the start of each shift. The power-washing operator's vehicle will be stocked with supplies, and a set of tools necessary to complete the required service and some minor repairs.

ShelterClean's power-washing operators will service every location listed on the route and perform the necessary maintenance as specified in the City of Los Angeles's Scope of Work in the RFP, correct any problems and report deficiencies and damage that cannot be fixed that visit. The power-washing operators will park off street whenever possible to service a stop. If it is necessary to park in the street curbside at the stop, the power-washing operator will use caution by utilizing an arrow light stick to warn traffic. Once stopped, a delineator will be placed approximately six feet behind the vehicle to alert drivers. If the vehicle will severely disrupt traffic flow, alternate nonadjacent parking will be used.

Once positioned safely, ShelterClean's power-washing operators will perform the required maintenance specified in the Scope of Work. As required, each site will be power washed once per year using the soda compound only on the sidewalk. The shelter and the trash receptacle will also be power-washed at a reduced spray-level, and then wiped dry. Pressure wash equipment and vehicles adhere to the latest adopted National Pollutant Discharge Elimination System (NPDES) requirements.

Communication Equipment

Technicians' Mobile Phones - All technicians are issued iPhones for voice communication. InSite Street Media's iPhones are also utilized for field reporting and management of maintenance and advertising posting activities. The company uses a propriety IOS based Inventory and Management System that interfaces using an app that each technician has on their individual iPhone devices. The technicians are able to record work on each site by scanning the unique barcode attached to each site and using the camera to provide proof of performance on advertiser posting and advertiser maintenance (cleaning or replacement of damaged or vandalized advertising shelter posters). The system assures that all sites have been visited according to the daily work schedule.

InSite Street Media utilizes email for communication with Contract Managers in municipalities in which the Company operates. The InSite Street Media Project Manager and Road Supervisor are equipped with devices for

mobile Internet access and e-mails as well as desktop hardware when operating from the Operations and Maintenance Facility.

InSite Street Media will provide business contact telephone number, toll-free number with live personnel from 8:00 am through 5:00 pm, Monday-Friday, Pacific Daylight Time.

24 Hour Contact – InSite Street Media will maintain a 24-hour emergency contact system that utilizes a combination of a cellular telephone, management telephone tree, or other means to contact a manager during non-business hours. A InSite Street Media manager will contact the Contract Manager within one hour after being so requested during non-business hours. The designated InSite Street Media manager will be responsible to address operational issues in case of an emergency.

Work Plan Conclusion

InSite Street Media has a culture of pride in creating a positive visual impact for the communities and the transit riders we serve. This is a team environment. In addition to the maintenance technicians that stay on route, any posting technician, “hot spot” technician, or floating supervisor that sees trash around any shelter will always stop and remove the trash from the area. The company culture emphasizes our collective responsibility on improving and maintaining the best possible streetscape for our municipal partners.

InSite Street Media affirms that it will comply with any and all requirements stipulated by the City of Los Angeles. InSite Street Media, having the similar experience and contract requirements with the City of Los Angeles’ bus shelter advertising program, is prepared to fulfill all obligations and all terms and conditions as proposed in the aforementioned Sample Agreement. InSite Street Media will agree to meet the City’s requirements in strict accordance with the Contract specifications and conditions. In particular, InSite Street Media, in the fulfillment of any Contract entered into with the City of Los Angeles, will observe all deadlines that are required and specified in the RFP.





CONTRACT FOR ADVERTISING

| CONTRACTED BY: | | ON BEHALF OF ADVERTISER: | |
|----------------|--|--------------------------|--|
| CUSTOMER # | | CUSTOMER # | |
| NAME | | NAME | |
| ADDRESS | | ADDRESS | |
| CITY/STATE/ZIP | | CITY/STATE/ZIP | |
| CONTACT | | CONTACT | |
| EMAIL ADDRESS | | EMAIL ADDRESS | |
| PHONE # | | PHONE # | |
| P.O.# | | | |
| ADVERTISER | | ADVERTISER | |

| Qty | Product Description | Size | Term in 4-week | Service Dates | Rate per Period |
|-----|---------------------|------|-----------------------------------|---------------|-----------------|
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| | | | Total Net Per Period – Year One | | |
| | | | Total Net Per Period – Year Two | | |
| | | | Total Net Per Period – Year Three | | |

Notes: Advertiser shall have the option to cancel this contract at any time with a 60 day written notice. Upon receipt of written notice, Advertiser is responsible for two more billing periods before the cancellation takes effect. Advertiser's account must be current for cancellation to be effective. Advertiser can add/subtract/change locations at the established rate per bench in this contract at any time during the life of this contract.

Agency/Advertiser hereby contracts for the outdoor advertising services described above upon the terms set forth above and on the TERMS AND CONDITIONS page. Contracts transmitted to InSite Street Media (InSite Street Media) via fax machines are to be treated as original contract. This contract must be signed by both Agency or Advertiser and InSite Street Media to be effective. This contract is non-cancelable by agency/advertiser.

Advertiser receives a first right of refusal to renew Regular ad space contracted for (13) 4-week periods at rate provided by InSite Street Media. This first right expires 60 days prior to the contract expiration date.

| | |
|--|--|
| Advertiser: Signature: _____ Printed Name: _____ Date: _____ | Agency: Signature: _____ Printed Name: _____ Date: _____ |
| InSite Street Media Signature: Name: _____ Date: _____ | |

| FOR INTERNAL USE: (C) | |
|-----------------------|------------------------|
| A/E Name / No. | Selling Branch Address |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Advertiser agrees that performance shall be deemed rendered if posters are displayed within five (5) working days following the scheduled posting date. See Section 3 Billing Commencement for artwork and material submission requirements.

Sample Local Advertising Sales Contracts (page 2)

ADVERTISING AGREEMENT TERMS AND CONDITIONS

1. **Advertising Services:** By their signatures on this contract, Advertiser and/or Agency (hereinafter referred to as Advertiser) and InSite Street Media Outdoor Advertising, L.L.C. (hereafter referred to as InSite Street Media), agree that InSite Street Media shall provide the advertising services specified on the front side of this contract in return for the payments specified and upon the terms and conditions set forth in this contract. The parties agree that the advertising displays produced by InSite Street Media, including posters, vinyl, films, etc. and bus shelters, benches, kiosks used for the advertising services are the property of, and shall at all times remain in exclusive possession and control of InSite Street Media. Advertiser acknowledges that no one other than those persons authorized by InSite Street Media may enter upon or have access to the outdoor advertising sign structures described in this contract. Advertiser may not cancel or modify this contract, for any reason, without written approval from InSite Street Media.
2. **In Service Date/Payments:** Advertiser agrees to pay to InSite Street Media each month, in advance, the payment specified (including the increased payments applicable to a contract term in excess of 12 months) beginning on the commencement date or pursuant to the Commencement of Billing Terms set forth below, whichever occurs first, and continuing each month until the end of the term of this contract. The payment terms shall be Net 10. As a convenience to Advertiser, InSite Street Media will send an invoice each month, but Advertiser's obligation will not be dependent upon the receipt of such invoices. If a Security Deposit has been paid, it shall be refunded to Advertiser within 30 days of payment of all invoices, or applied to the last monthly payment due, to be determined by InSite Street Media at its sole discretion.
3. **Commencement of Billing:** Advertiser shall furnish approved artwork (scaled, high resolution digital files, fonts, and designated colors) or materials to prepare final artwork or printed materials to InSite Street Media a minimum of 20 days prior to the commencement date. All printed materials provided by Advertiser must be the correct size as noted on InSite Street Media standard specification sheets. Should the approved artwork or the printed materials not be received a minimum of 20 days prior to the commencement date, InSite Street Media reserves the right to commence billing. Billing shall commence upon the installation of the printed materials or the agreed upon commencement date, whichever comes first.
4. **Advertising Agency:** If this contract is signed by an advertising agency, or if Advertiser subsequently appoints an advertising agency to represent Advertiser in its dealings with InSite Street Media, the term "Advertiser" shall include both advertiser and agency where applicable, and all obligations of the Advertiser shall be joint and several to both the Advertiser and agency. If Advertiser appoints an agency after this contract has been accepted by InSite Street Media, Advertiser shall notify InSite Street Media, in writing, of said appointment. However, such subsequently appointed agency will not be entitled to an agency commission under the terms of this contract.
5. **Breach:** Advertiser agrees that failure to make payment of any monthly payment due according to the terms and conditions of this contract shall constitute a material breach of this contract. Upon breach, InSite Street Media shall have the right to immediately remove any advertising displays provided hereunder and re-sell that space, all options being at InSite Street Media's sole discretion. Advertiser agrees that upon breach of this contract, InSite Street Media will suffer damages which cannot reasonably be calculated by any method and that payment of the entire remaining unpaid payments shall constitute liquidated damages sustained by InSite Street Media. Any breach of this contract by advertiser shall also be a breach of any other contract between advertiser and InSite Street Media. In such event, InSite Street Media at its option, may declare any or all such other contracts in default and require the payment of all remaining unpaid payments on any or all contracts between InSite Street Media and Advertiser. It is further agreed that any delay by InSite Street Media to act upon said breach of this contract by the advertiser shall in no event be considered as a waiver of such right by InSite Street Media. Advertiser agrees to pay all reasonable collection expenses, attorney fees, and court costs incurred by InSite Street Media for the collection of any amounts due and payable to InSite Street Media, whether a result of breach or otherwise. Invoices not paid when due shall bear interest at the maximum legal rate per annum. Advertiser agrees that in the event of such breach that InSite Street Media will proceed against both Advertiser and Agency for any cause of action that exists, so joint and several obligors.
6. **Copy Approval:** InSite Street Media reserves the right at any time to refuse, withdraw or remove any advertising copy, which in InSite Street Media's sole opinion, is considered objectionable or that attracts negative publicity or controversy from the community. Advertiser agrees to defend, indemnify, and hold InSite Street Media harmless from any dispute, loss, liability, claims, and demands arising out of the character, content, or subject matter of any copy displayed pursuant to this contract. Advertiser acknowledges that all advertising copy, designs, and artwork developed by InSite Street Media are the exclusive property of InSite Street Media for all purposes and may be copyrighted by InSite Street Media, and will not be copied, reproduced, or released to other parties without prior written approval by InSite Street Media.
7. **Out of Service:** Acceptance of this contract by InSite Street Media will be subject to the prior sale and/or availability of any displays specified. If a location specified in this contract becomes unavailable for any reason during the term of this contract, it may be replaced, at InSite Street Media's sole discretion, by a location of equal advertising value, or at InSite Street Media's option, this contract may immediately be terminated and/or cancelled without further liability to Advertiser. In the event any display covered by this contract becomes unavailable, either temporarily or permanently, the Advertiser agrees to accept, as compensation for the loss in advertising service, an extension of the contract term beyond the termination date for a period sufficient to equal the period of advertising service lost and/or a service credit, at InSite Street Media's sole discretion. Advertiser agrees that any alleged loss of business or business revenue associated to or related with the period of unavailable advertising service is wholly speculative and, as such, Advertiser hereby agrees to waive any claims, suits or causes of action against InSite Street Media for said loss in return for InSite Street Media providing the advertising services herein. In the event that a multi-face or LED display is not repaired or placed back in service within 5 working days from notification by Advertiser to InSite Street Media, a credit will be issued to Advertiser as per the terms specified herein.
8. **Non-Liability of InSite Street Media:** InSite Street Media shall not be liable for any failure or delay in the performance of its undertakings when due to fire, governmental restrictions, strikes, lockouts, acts of God, court orders, settlements voluntarily reached with local governments, landowner lease restrictions, or any act or thing beyond InSite Street Media's control.
9. **Technology Change:** InSite Street Media reserves the right at any time during the term of this contract to convert the advertising display from its present technology to any other outdoor advertising technology and to terminate this contract upon thirty (30) days advance written notice to Advertiser. In such event, Advertiser will be given a first right of refusal to enter into a new advertising contract at this location at the new market rate based upon the converted technology.
10. **Hold Harmless:** InSite Street Media agrees to hold Advertiser harmless from any and all claims or demands on account of physical bodily injury or physical property damage caused by or resulting from any advertising structure used for any display covered by this contract, including the place or manner of installation and maintenance of the same, and agrees to carry, at its own cost and expense, adequate public liability insurance covering all such contingencies so long as this contract shall remain in effect. Advertiser agrees to hold InSite Street Media harmless from any and all claims or demands with regard to any display covered by this contract or on account of any allegation that the use of any name, picture, or other material in any display authorized by this contract is illegal, unauthorized, or damaging in any way to any person, business, organization, association, governmental body, or other entity.
11. **Assignment:** If Advertiser's business is sold or transferred during the term of this contract, Advertiser shall continue to be directly liable to InSite Street Media. This contract may, however, be assigned to a successor, actual advertiser, or agency only with 90 days prior written consent of InSite Street Media. This contract may be assignable by InSite Street Media at any time without Advertiser's consent.
12. **Acceptance of Contract:** The execution of this contract by Advertiser shall constitute an offer to contract. InSite Street Media will not consider the offer complete until such time as Advertiser tenders payment of any required production costs and completes any required credit application. Advertiser's signature on this contract shall not act as a hold on any advertising display space. This contract shall be deemed to have been executed and its terms and conditions enforceable only upon the written acceptance by an officer of InSite Street Media. Such acceptance shall only be by formal written acceptance on the first page. Advertiser acknowledges that the representative receiving this contract is not authorized by InSite Street Media to accept this contract or bind InSite Street Media. Advertiser consents and agrees that InSite Street Media may investigate and inquire as to the financial status and credit worthiness of Advertiser before or after acceptance of this contract and further authorizes any bank, credit agency or other entity having financial information of Advertiser to respond to InSite Street Media's inquiries and divulge such information to InSite Street Media and its agents. Following acceptance, this contract shall be binding upon and shall inure to the benefit of the parties and to their respective heirs, successors, administrators, and permitted assigns.
13. **Written Notice:** Any requirement of written notice under this contract shall mean that notice be in writing and delivered, via certified mail, return receipt requested or by nationally-recognized overnight courier, to the address of the parties listed on this contract or such other address as the parties may later designate in writing.
14. **Disputes:** This contract has been entered into and executed within the State of Georgia. In the event any action or suit is brought to enforce or clarify any of the terms and/or conditions of this contract, the venue of such said suit or action shall be brought in the State of Georgia, Cobb County unless InSite Street Media provides Advertiser and/or its attorney with written consent, prior to suit being filed, to a venue other than the State of Georgia, Cobb County.
15. **Entire Contract:** It is understood that neither party shall be bound by any contract or representation, expressed or implied, not specifically contained in writing in this contract. Advertiser acknowledges that no representations, contracts, or promises whatsoever have been made to Advertiser other than those specifically stated in this contract. This contract is the final and complete contract between the parties, and may not be modified, supplemented, explained or waived by parole evidence, nor by any other way except by modification or change reduced to writing and signed by authorized representatives of Advertiser and InSite Street Media. The person signing this contract, on behalf of the respective party represents and warrants that he/she has full authority to do so.

ADVERTISER INITIALS _____ DATE _____

Sample National/Regional Advertising Sales Contracts (page 1)



1990 Westwood Blvd. #300 Los Angeles, CA 90025
 Telephone 310.559.1800 · Fax 310.559.1866

ADVERTISING CONTRACT

CONTRACT # _____ SALES EXEC: _____ DATE: _____

CONTRACTED BY AGENCY ON BEHALF OF ADVERTISER:

ADVERTISER/PRODUCT _____
 AGENCY _____
 ADDRESS _____
 CITY/STATE/ZIP _____
 CONTACT _____
 PHONE # _____
 FAX # _____
 EMAIL ADDRESS _____

CONTRACTED DIRECTLY BY ADVERTISER:

ADVERTISER/ _____
 PRODUCT _____
 ADDRESS _____
 CITY/STATE/ZIP _____
 CONTACT _____
 PHONE # _____
 FAX # _____
 EMAIL ADDRESS _____

BILLING INFORMATION

INVOICE TO _____
 ATTN: _____
 PHONE # for AP _____
 ADDRESS _____
 CITY/STATE/ZIP _____

BILLING INFORMATION

INVOICE TO _____
 ATTN: _____
 PHONE # for AP _____
 ADDRESS _____
 CITY/STATE/ZIP _____

| Market | Product | GRP Showing Level | # of Panels | Size (HxW) | Campaign Dates | | # of 4 Week Periods | Per Panel Rate Per 4 Week Period | Space Cost Per 4 Week Period | Contract Total |
|--------|---------|-------------------|-------------|------------|----------------|-----|---------------------|----------------------------------|------------------------------|----------------|
| | | | | | Start | End | | | | |
| | | NA | | 2x7 | | | | \$ - | \$ - | \$ - |
| | | | | | | | | \$ - | \$ - | \$ - |
| | | | | | | | | \$ - | \$ - | \$ - |
| | | | | | | | | \$ - | \$ - | \$ - |
| | | | | | | | | \$ - | \$ - | \$ - |

| | |
|-----------------------|-------------|
| Advertising Amount | |
| Production Charges | |
| Other Charges | \$ - |
| CONTRACT TOTAL | \$ - |

Special Instructions

Agency/Advertiser hereby contracts for the outdoor advertising services described in the terms set forth above AND ON PAGE 2 OF 2 of this contract. Contracts transmitted to InSite Street Media via facsimile or e-mail will be treated as original contracts and subject to the terms and conditions of this contract. This contract must be signed by both parties to be effective.

Agency / Advertiser
 Signed By _____ Signed By _____
 Date _____ Date _____
 Print Name of Authorized "Agency / Advertiser" Agent _____ Print Name of Authorized "Company" Agent _____

Sample National/Regional Advertising Sales Contracts (page 2)

Standard Terms For Transit Bench Advertising Contract

1.0 Relationship of Parties

1.1 Authority. Agency represents that it has the authority to act and is acting as agent for a disclosed principal, the advertiser named on the face hereof ("Advertiser").

(a) Agency will be liable for the payment of sums due hereunder and Martin Outdoor Media, LLC DBA InSite Street Media ("Company") will look solely to Agency for the payment thereof, unless and until Agency becomes delinquent in its payments to Company, or insolvent, at which time, without relieving the Agency of liability until Company is paid in full, Advertiser will be liable jointly and severally to Company on all unpaid billings (excluding Agency commissions).

(b) Nothing herein contained relating to the payment of billings by Agency will be construed so as to relieve Advertiser of, or diminish Advertiser's liability for, breach of its obligations hereunder.

1.2 Media Buying Service. If this Contract is with a media buying service, all references herein to Agency will apply to the media buying service. If this Contract is made directly with Advertiser, reference herein to Agency will apply to Advertiser, except that in such case no commission will be allowed or payable.

1.3 Commission. In consideration of the services performed by Agency hereunder, a commission (as detailed on the first page hereof) will be allowed to Agency on contracts billed on a gross basis (excluding special charges), provided Company's bills are paid in full when due.

1.4 Assignment. Agency may not assign this Contract, except to another agency which succeeds to Agency's business of representing Advertiser, and provided the successor agency assumes all Agency's obligations hereunder. Advertiser may, upon notice to Company, change its agency and the successor agency will be entitled to commissions on billings for services thereafter performed by Company hereunder.

2.0 Delivery of Advertising Displays or Artwork

2.1 Delivery of Advertising Displays. If Agency is to deliver advertising displays to Company, Agency will deliver to Company advertising displays in sufficient quantity to meet the needs hereunder (plus 10-15% for reposting or repair purposes) at a place designated by Company, shipping charges prepaid, at least fifteen (15) calendar days prior to scheduled posting date(s), unless otherwise mutually agreed. Company cannot ensure full or timely performance if advertising displays are not delivered in accordance with this Paragraph 2.1, and Company shall be free to terminate this Contract if such advertising displays are not so delivered and retain an amount of money equal to 1 month's rent. Advertising displays will meet the production specifications and standards specified by the Company.

2.2 Delivery of Artwork. If Agency is to deliver artwork only to Company and Company is to produce the advertising displays, then Agency shall deliver to Company all copy, illustrations and photographs to be used in the production of outdoor media copy, preferably on disc or in other digitized format, within 10 days after execution of the Contract by the Company ("Execution Date"). If Agency has not given the Company approved art work by the 20th day after the Execution Date, then Company shall have the option to either (a) terminate this Contract, and retain an amount of money equal to 1 month's rent, or (b) consider the rent to commence as of the 21st day after the Execution Date, and to bill Agency accordingly.

3.0 Obligations of the Company

3.1 Advertising Displays.

(a) Except as hereinafter provided, the advertising display furnished by the Agency and/or provided by Company will be posted by Company in the markets and on the dates scheduled on the face of this Contract.

(b) Advertising displays will be kept in good condition throughout the term of this Contract. Advertising displays will be promptly repaired or reposted, provided sufficient additional advertising displays are supplied by Agency, or, if only artwork is supplied (and not advertising displays) in a timely fashion after receipt of notice of defect by Agency.

3.2 Timing of Posting. If advertising displays are timely delivered by Agency to Company (or if artwork only is to be delivered by Agency to Company, and such artwork is timely delivered to Company), Company will complete posting no later than five (5) working days after the scheduled posting date. However, if advertising displays cannot be posted in accordance with the preceding sentence, then posting will occur on the closest available date or dates.

3.3 Control of Posting. Company retains exclusive control over the posting of all advertising displays.

3.4 Content of Advertising Material. Company may reject any advertising material, art or copy, submitted by Agency which Company deems unacceptable in its sole discretion for any reason, including, without limitation, that which is deemed to be in bad taste or to be in violation of the contract between the relevant municipality and the Company regarding bus benches ("Bench Contract") or existing laws, offensive to the moral standards of the community, false, misleading or deceptive, or which in any way reflects upon the character, integrity or standing of any organization or individual. If rejected, Agency shall continue to be liable under this Contract.

3.5 Property of Company. Any and all of the artwork and graphics shall become property of Company, including but not limited to any advertising displays furnished by either party; provided however that Agency shall be entitled to a copy of such artwork and graphics. Unused advertising displays may be disposed of by Company upon completion of the schedule called for herein.

4.0 General

4.1 Termination and Loss of Service.

(a) Any delay or failure by Company to perform hereunder as a result of force majeure, strike, lockout, fire, flood, riot, act of God, law, government action or order, removal of bus benches at the direction of the municipality on whose rights of way such benches are located or similar causes beyond Company's reasonable control ("Exempt Causes"), will not constitute a breach of contract, but Agency will be notified immediately. Further, if during a 4 week advertising period, at least 85% of the advertising displays contracted for under this Contract are not provided by Company due to an Exempt Cause, then Agency shall be entitled to a pro rata credit for such loss, an extension of the term of service equivalent to the service lost or additional service having a value based on circulation reasonably equivalent to the lost service, at the option of Company. Any bonus may be preempted and subject to reasonable availability.

(b) When advertising displays specified in this Contract are no longer available due to a loss for any reason, displays become unavailable, obstructed, destroyed or defaced or Company fails to timely meet its posting requirements hereunder, any resulting loss of advertising shall not be deemed a breach or termination of this Contract. Company shall have the option to replace lost displays with displays of equal value per Company's rate card, issue a pro-rated credit or grant extension of the term of service equivalent to the service lost. Any delay or disruption in service and/or posting of fewer displays than specified resulting in a loss of service caused by any reason whatsoever, shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by extending the service period of this Contract, providing service equivalent to the service lost, or a pro-rated credit at the Company's discretion, with all other remedies at law or equity being expressly waived by Advertiser and Agency.

(c) Company may, upon notice to Agency, terminate this Contract and/or to remove the subject advertisement at any time (i) upon material breach by Agency or (ii) if Company does not receive timely payment on billings. Upon such termination, all unpaid, accrued charges hereunder will immediately become due and payable and Agency will pay, as liquidated damages, a sum equal to 75% of the amount which would have been payable hereunder for the entire term of this Contract. Company's remedies shall be cumulative and any remedy available to Company as set forth herein shall not be exclusive of any other remedy or remedies available to Company. Agency may, upon notice to Company, terminate this Contract at any time upon material breach by Company. Upon such termination by Agency, Company will pay as liquidated damages a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred hereunder by Agency prior to the date of termination for production and delivery of artwork which was not displayed. Neither party will have any liability to the other upon breach or termination, except as provided in this Paragraph 4.1(c) and Paragraphs 4.1(a), 4.1(b) and 4.4.

(d) Notwithstanding anything to the contrary herein, Company shall be given a reasonable amount of time to cure a default, but in no event less than 30 days.

4.2 Terms of Payment. Company will, from time to time at intervals following commencement of service, bill Agency at the address on the face hereof. Agency will pay Company within thirty (30) days after the date of invoice. If Agency fails to pay any invoice when due, in addition to amounts payable thereunder, Company will be promptly reimbursed its collection costs, including reasonable attorneys' fees, plus a monthly service charge equal to the greater of (a) 1.5% of the outstanding balance of the invoice, or (b) \$25 per bench, to the extent permitted by applicable law. Agency and/or Advertiser agree that payment by credit card, if selected, is authorized by the signing of the Contract, and no further authorization is necessary to charge monthly or as instructed on the first page of this Contract. Any commissions payable to Agency (or deductible by Agency from amounts paid to Company) under this Contract, may be offset by amounts due to Company under this Paragraph 4.2.

4.3 Taxes. Agency will be responsible for all taxes in respect of the services provided under this Contract, including without limitation, sales and use taxes which may be applicable to the advertising services rendered hereunder.

4.4 Indemnification. Agency and Advertiser will indemnify and hold Company harmless against all claims, demands, debts, obligations or charges, together with reasonable attorneys fees and disbursements arising out of the content of the advertising displays and/or artwork, furnished by Agency or Advertiser, including but not limited to trademark or copyright infringement claims.

4.5 Compliance.

(a) Company's obligations hereunder are subject to and subordinate to the terms and conditions of the Bench Contract and any permits held by the Company, and to all applicable federal, state and local laws and regulations.

(b) All copy and artwork furnished by Agency or Advertiser hereunder will at all times comply with all applicable federal, state and local laws and regulations.

4.6 Entire Agreement. This Contract contains the entire understanding between the parties, and there are no representations or warranties except as expressly set forth herein. The Contract cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter will govern. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. All notice hereunder will be in writing, deemed given on the date of dispatch, and addressed to Agency and the Company at the addresses on the face hereof.

4.7 Signatories. Each person signing this Contract on behalf of Agency and/or Advertiser represents and warrants, under penalty of perjury, (a) that the entity on behalf of which such person is signing has taken all action necessary to authorize the execution of this Contract and the transactions contemplated hereby and (ii) that such person has been duly authorized to execute this Contract on behalf of such entity.

Sample Invoice (Billing Reports)



Insite Street Media
Phone: 407-856-7079
Fax: 407-856-7039

Invoice 5060118

02/01/2021

Account ID: 0000001
Contract: 00002021
Sales Person: House

Bill To

Customer
123 Main Street
Atlanta, GA 30534

Advertiser
CA Lottery

08/26/2019 to 09/22/2019

| | | |
|----|--|----------|
| 18 | East Los Angeles Bus Bench, Regular | 3,150.00 |
| 21 | San Fernando Valley Bus Bench, Regular | 3,675.00 |
| 21 | South Los Angeles Bus Bench, Regular | 3,675.00 |

Due on receipt

Total \$10,500.00

(Please tear along perforation above)

Remittance

Terms: Due on receipt

Invoice Date: 02/01/2021
Account Name: Customer
Account ID: 0000001
Invoice Number: 5060118

Total Due \$10,500.00

To ensure proper credit of your payment, please include this remittance.
Please mail to: **Insite Street Media, Dept. 106065, PO BOX 150489, Hartford, CT 06115-0489**

Sample Completion Report – Proof-of-Performance (page 1, Billing Reports)

This Completion Report (POP) is generated by our Inventory Management System (IMS): Apparitix



Sample Completion Report – Proof-of-Performance (page 2, Billing Reports)
 This Completion Report (POP) is generated by our Inventory Management System (IMS): Apparitix

2/17/2021

Completion Report



1775 Westwood Blvd, Ste 200 (Los Angeles, CA 90024)

PERFORMANCE AFFIDAVIT

DATE: 02/17/2021

IN SERVICE DATE: 06/26/2019

ADVERTISER: CA Lottery

PO NUMBER: 26676-9

| Face | Market | Location Desc | Creative | Completed |
|--------|---|--|------------------------|------------|
| LA1016 | East Los Angeles/MacArthur Park/Westlake | WB 4th St NS Grand View St SEC, S/E, RR | Scratch & Play Lottery | 08/28/2019 |
| LA1009 | East Los Angeles/Cypress Park | NB Cypress Ave NS Alice St SEC, W/F, RR | Scratch & Play Lottery | 08/27/2019 |
| LA1010 | East Los Angeles/El Sereno | WB Huntington Dr N Monterey Rd NEC, S/E, RR | Scratch & Play Lottery | 08/27/2019 |
| LA1017 | East Los Angeles/Inchon Heights | SB Mission Rd FS Main St SWC, E/F, RR | Scratch & Play Lottery | 08/27/2019 |
| LA1017 | East Los Angeles/Boyle Heights | NB 54th St FS Olympic Blvd NEC, W/F, RR | Scratch & Play Lottery | 08/28/2019 |
| LA1045 | South Los Angeles/South Central Los Angeles | SB Broadway FS Martin Luther King Jr Blvd SWC, E/F, RR | Scratch & Play Lottery | 08/28/2019 |
| LA1049 | South Los Angeles/Green Meadows | SB Central Ave NS 67th St NWC, E/F, RR | Scratch & Play Lottery | 08/26/2019 |
| LA1049 | San Fernando Valley/Valley Glen | EB Sherman Way NE Whittier Ave SEC, N/E, RR | Scratch & Play Lottery | 08/27/2019 |
| LA1082 | South Los Angeles/Florence | NB Avalon Blvd NS 76th St SEC, W/F, RR | Scratch & Play Lottery | 08/28/2019 |
| LA1234 | San Fernando Valley/Arleta | WB Osborne St NS Arleta Ave NEC, S/F, RR | Scratch & Play Lottery | 08/29/2019 |
| LA1234 | San Fernando Valley/Arleta | NB Van Nuys Blvd NS Arleta Ave NWC, W/F, RR-A | Scratch & Play Lottery | 08/26/2019 |
| LA1290 | San Fernando Valley/Van Nuys | WB Vanowen St FS Sepulveda Blvd NWC, S/F, RR | Scratch & Play Lottery | 08/29/2019 |
| LA1292 | San Fernando Valley/Mission Hills | WB Foothill St NS Indian Hills Rd NEC, S/F, RR | Scratch & Play Lottery | 08/29/2019 |
| LA1293 | San Fernando Valley/North Hills | WB Roscoe Blvd FS Sepulveda Blvd NWC, S/F, RR-B | Scratch & Play Lottery | 08/29/2019 |
| LA1211 | South Los Angeles/Broadway-Manchester | SB Broadway NS 88th St NWC, E/F, RR | Scratch & Play Lottery | 08/29/2019 |
| LA1286 | South Los Angeles/Vermont - Glouster | EB Florence Ave NS Vermont Ave SWC, W/F, RR | Scratch & Play Lottery | 08/28/2019 |
| LA1284 | South Los Angeles/South Park | NB Broadway IS 51st St NEC, W/F, RR | Scratch & Play Lottery | 08/26/2019 |
| LA1285 | South Los Angeles/South Central Los Angeles | SB Central Ave FS Washington Blvd SWC, E/F, RR | Scratch & Play Lottery | 08/26/2019 |
| LA1287 | South Los Angeles/Los Angeles | SB Figueroa St NE 54th St NWC, E/F, RR | Scratch & Play Lottery | 08/28/2019 |
| LA1292 | South Los Angeles/Florence | WB Florence Ave NS Main St NEC, S/F, RR | Scratch & Play Lottery | 08/26/2019 |
| LA1291 | South Los Angeles/Vermont - Glouster | SB Vermont Ave NS 59th St NWC, E/F, RR | Scratch & Play Lottery | 08/28/2019 |
| LA1245 | South Los Angeles/South Central Los Angeles | NB Central Ave FS Vermont Ave NEC, W/F, RR | Ricopa Y Gifta Lottery | 08/28/2019 |
| LA1245 | East Los Angeles/Boyle Heights | EB Maranga St FS Mission Rd SWC, W/F, RR-A1 | Scratch & Play Lottery | 08/27/2019 |
| LA1248 | East Los Angeles/Boyle Heights | WB Whittier Blvd NS Lorena St NEC, S/F, RR | Scratch & Play Lottery | 08/28/2019 |
| LA1248 | East Los Angeles/Highland Park | WB York Blvd NS Ave 50th NEC, S/F, RR | Scratch & Play Lottery | 08/27/2019 |
| LA1209 | South Los Angeles/Wilmington | NB Avalon Blvd NS Lenita Blvd SEC, W/F, RR-B2 | Scratch & Play Lottery | 08/26/2019 |
| LA1248 | San Fernando Valley/Sun Valley | NB Laurel Canyon Blvd FS Roscoe Blvd NEC, W/F, RR-B | Scratch & Play Lottery | 08/27/2019 |
| LA1292 | San Fernando Valley/Shadow Hills | NB Sunland Blvd FS La Tuna Canyon Rd NEC, W/F, RR-B2 | Scratch & Play Lottery | 08/29/2019 |
| LA1245 | South Los Angeles/Los Angeles | EB 100th St FS Central Ave SEC, N/E, RR | Ricopa Y Gifta Lottery | 08/28/2019 |
| LA1240 | San Fernando Valley/Foothill | SB Foothill Blvd NS Vaughn St NWC, E/F, RR | Scratch & Play Lottery | 08/29/2019 |
| LA1240 | San Fernando Valley/Pasadena City | WB Northcott St FS Foster Ave NWC, S/F, RR | Scratch & Play Lottery | 08/29/2019 |
| LA1274 | San Fernando Valley/North Hills | SB Sepulveda Blvd NS Superior St NWC, E/F, RR-A | Scratch & Play Lottery | 08/29/2019 |
| LA1222 | South Los Angeles/Los Angeles | WB Vermont Ave NS Broadway NEC, S/F, RR-A | Scratch & Play Lottery | 08/28/2019 |
| LA1205 | San Fernando Valley/Sun Valley | WB Saratov St NS Lankester Blvd NEC, S/F, RR-B | Scratch & Play Lottery | 08/27/2019 |
| LA1205 | East Los Angeles/Los Angeles | SB Figueroa St NS Arman Way NWC, E/F, RR-A | Scratch & Play Lottery | 08/27/2019 |
| LA1243 | South Los Angeles/Vermont Vista | NB Vermont Ave NS Golden Ave SEC, W/F, RR-A | Scratch & Play Lottery | 08/28/2019 |
| LA1207 | South Los Angeles/Vermont - Glouster | SB Figueroa St NB 56th St NWC, E/F, RR-B | Scratch & Play Lottery | 08/28/2019 |
| LA1231 | South Los Angeles/Vermont Vista | NB Figueroa St FS 11th St NEC, W/F, RR | Scratch & Play Lottery | 08/29/2019 |
| LA1255 | South Los Angeles/Vermont Vista | EB Figueroa St NS Century Blvd NWC, E/F, RR-B | Scratch & Play Lottery | 08/28/2019 |
| LA1259 | East Los Angeles/Cypress Park | SB Figueroa St NS Cypress Ave NWC, E/F, RR-B | Scratch & Play Lottery | 08/27/2019 |
| LA1251 | East Los Angeles/Inchon Heights | SB Broadway FS Ave 20 SWC, E/F, RR-B2 | Scratch & Play Lottery | 08/27/2019 |
| LA1278 | South Los Angeles/Green Meadows | WB Imperial Hwy IS Avalon Blvd NEC, S/F, RR-B | Scratch & Play Lottery | 08/26/2019 |
| LA1278 | San Fernando Valley/Van Nuys | SB Woodman Ave NS Valero St NWC, E/F, RR | Scratch & Play Lottery | 08/29/2019 |
| LA1293 | San Fernando Valley/Van Nuys | NB Van Nuys Blvd FS Keewick St NEC, W/F, RR-A | Scratch & Play Lottery | 08/29/2019 |
| LA1292 | San Fernando Valley/Arleta | SB Van Nuys Blvd NS Arleta Ave NWC, E/F, RR-A | Scratch & Play Lottery | 08/26/2019 |
| LA1292 | San Fernando Valley/Sylmar | NB Glenoaks Blvd FS Park St NEC, W/F, RR-A | Scratch & Play Lottery | 08/29/2019 |
| LA1295 | San Fernando Valley/Sylmar | NB Glenoaks Blvd NS Tyler St SEC, W/F, RR-A | Scratch & Play Lottery | 08/29/2019 |
| LA1275 | East Los Angeles/Cypress Park | SB San Fernando Rd NS Future St NWC, S/F, RR-B | Scratch & Play Lottery | 08/27/2019 |
| LA1275 | East Los Angeles/MacArthur Park/Westlake | NB Alvarado St NS Valley St SEC, W/F, RR | Scratch & Play Lottery | 08/27/2019 |
| LA1244 | East Los Angeles/Boyle Heights | WB 1st St FS Soto St NWC, S/F, RR | Scratch & Play Lottery | 08/28/2019 |
| LA1201 | East Los Angeles/Los Angeles | EB 4th St NS Soto St SWC, W/F, RR-B2 | Scratch & Play Lottery | 08/28/2019 |

I CERTIFY THAT INSITE STREET MEDIA HAS PERFORMED THE SERVICE INDICATED ABOVE.
 Jose Tapia, Dir. Of Operations

Sample Completion Report – Proof-of-Performance (page 3+, Billing Reports)

This Completion Report (POP) is generated by our Inventory Management System (IMS): Apparitix. The POP installation photo is merged into the report with the location description. This system would provide advertisers with POP for all STAP advertising (static).

2/17/2021

Completion Report

Completion Report



Proof of Performance

| | |
|------------------------------|-------------------------------------|
| Face ID: | LA-0016 |
| Client Name: | CA Lottery |
| Contract Number: | 20191017 |
| Posting Date: | 2019-08-28 |
| Creative Design: | Scratch & Play Loteria |
| Market: | East Los Angeles |
| Location Description: | WB 6th St NS Grand View St NEC, S/F |

We certify that your outdoor advertising panel(s) have been posted per contractual agreement for the named client and display period. Location description, contract number and photograph serve as proof of performance to that fact.

Julietta Alvarez | Business Development

1990 Westwood Blvd. Ste 300 | Los Angeles, CA 90025
Tel: 310-559-1600

https://signal.apx.me/reports/completion/POP_print_list.php?list=176886,176852,176889,176877,176858,176862,176867,176846,176849,176893,17... 4/63

Enclosures

**Apex Outdoor Advertising, LLC
and Subsidiaries**
(A Limited Liability Company)

Consolidated Financial Report
December 31, 2019

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RSM US LLP

Independent Auditor's Report

Members
Apex Outdoor Advertising, LLC

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Apex Outdoor Advertising, LLC and its subsidiaries (a Limited Liability Company), which comprise the consolidated balance sheets as of December 31, 2019 and 2018, the related consolidated statements of operations, changes in members' equity and cash flows for the year ended December 31, 2019, and the period from September 29, 2018 (inception) to December 31, 2018, and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Apex Outdoor Advertising, LLC and its subsidiaries as of December 31, 2019 and 2018, and the results of their operations and their cash flows for the year ended December 31, 2019, and the period from September 29, 2018 (inception) to December 31, 2018, in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Atlanta, Georgia
April 15, 2020

**Apex Outdoor Advertising, LLC
and Subsidiaries**
(A Limited Liability Company)

Consolidated Financial Report
December 31, 2018

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RSM US LLP

Independent Auditor's Report

To the Members
Apex Outdoor Advertising, LLC

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Apex Outdoor Advertising, LLC and its subsidiaries (a Limited Liability Company), which comprise the consolidated balance sheet as of December 31, 2018, the related consolidated statements of operations, changes in members' equity and cash flows for the period from September 29, 2018 (inception) to December 31, 2018, and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Apex Outdoor Advertising, LLC and its subsidiaries as of December 31, 2018, and the results of their operations and their cash flows for the period from September 29, 2018 (inception) to December 31, 2018, in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Atlanta, Georgia
August 23, 2019

**INSITE MARTIN STREET ADS, LLC
AND SUBSIDIARIES**

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 28, 2018



ASSURANCE, TAX & ADVISORY SERVICES

INSITE MARTIN STREET ADS, LLC AND SUBSIDIARIES

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INDEPENDENT AUDITOR'S REPORT

To the Board of Managers
InSite Martin Street Ads, LLC and Subsidiaries

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of InSite Martin Street Ads, LLC and Subsidiaries (the Company) which comprise the consolidated balance sheet as of September 28, 2018, the related consolidated statements of operations, changes in members' equity, and cash flows for the period January 1, 2018 to September 28, 2018, and the related notes to the consolidated financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of InSite Martin Street Ads, LLC and Subsidiaries as of September 28, 2018, and the results of its operations and its cash flows for the period January 1, 2018 to September 28, 2018 in accordance with accounting principles generally accepted in the United States of America.

PBMares, LLP

Rockville, Maryland

October 28, 2019

INSITE MARTIN STREET ADS, LLC AND SUBSIDIARIES
CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2017 AND 2016

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INDEPENDENT AUDITOR'S REPORT

To the Members of
InSite Martin Street Ads, LLC
Plantation, Florida

We have audited the accompanying consolidated financial statements of InSite Martin Street Ads, LLC (a Delaware limited liability company) and subsidiaries, which comprise the consolidated balance sheets as of December 31, 2017 and 2016, and the related consolidated statements of operations, members' equity and cash flows for the years then ended, and the related notes to consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of InSite Martin Street Ads, LLC and subsidiaries as of December 31, 2017 and 2016, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Santos, Park & Company, P.C.

Rockville, Maryland
June 22, 2018

**Signal Outdoor
Advertising, LLC
(A Limited Liability Company)**

Financial Report
December 31, 2017

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RSM US LLP

Independent Auditor's Report

To the Member
Signal Outdoor Advertising, LLC

Report on the Financial Statements

We have audited the accompanying financial statements of Signal Outdoor Advertising, LLC (a Limited Liability Company), which comprise the balance sheets as of December 31, 2017 and 2016, the related statements of operations, changes in member's equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Signal Outdoor Advertising, LLC as of December 31, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

RSM US LLP

Tampa, Florida
December 11, 2018