

**Bidder Questions and Answers Matrix for  
IFB No. 24-R10**

**TRANSIT ADVERTISING SERVICES**

No.	PAGE/ SECTION	QUESTION/COMMENT	RESPONSE
1.		Would NVTA please provide annual gross advertising revenue from 2018 through 2023?	2018: -,-                      2021: \$144,066 2019: -,-                      2022: \$182,635 2020: \$135,840              2023: \$248,844
2.		Would NVTA please provide total annual payments to the Authority from prior advertising services contract from 2018 through 2023?	2018: \$55,198              2021: \$ 66,431 2019: \$79,939              2022: \$ 78,505 2020: \$64,986              2023: \$118,201
3.		How many locations/garages house the vehicles in NVTA's fleet?	<i>One main transit yard. However, 2 vehicles are stored in the City of Calistoga, 1 in St. Helena, 2 in American Canyon, and 1 in Yountville.</i>
4.		Can you please share historic gross advertising revenue by i) month and ii) asset type (shelter, bus, paratransit/shuttle) for the last 5 years?	<i>See Question 1. We do not have the breakout by asset type, but the majority of advertising revenues were from the buses.</i>
5.		Please share Minimum Annual Guarantee (MAG) and Revenue Share percentage paid to NVTA for the last 5. years of the existing advertising contract.	2018: -,-                      2021: \$52,000 2019: \$48,000              2022: \$54,000 2020: \$50,000              2023: \$56,000
6.		Please share a copy of the current Transit Advertising Services contract between NVTA and Lamar.	<i>Please see attached.</i>
7.		Please share a list of top 25 advertisers over the past 3-5 years.	<i>NVTA is unable to provide the top 25 advertisers for the last five (5) years, however, the following is</i>

No.	PAGE/ SECTION	QUESTION/COMMENT	RESPONSE
			<i>a listing of top advertisers from the previous year (in no particular order):  Napa Valley Adult Education  Napa Valley CanDo  Napa County Health &amp; Human Services  Alkar Human Resources  Napa Fair Housing  Community Health Napa Valley  Redwood Credit Union  Western Health Advantage  Law Offices of J. Chrisp  Napa Valley College  Savor After Hours LLC  Marin Clean Energy</i>
8.		We would love to understand the arrangement you had with the previous concessionaire, can you please share a PDF of the agreement?	<i>See Question 6.</i>
9.		How much did NVTA's program generate in Ad Revenue in 2023?	<i>See Question 1.</i>
10.		In total, how many advertisers advertised with NVTA in 2023?	<i>Greater than 50. See Question 7 for top advertisers in the previous years.</i>
11.		Who are the top three (highest amount of spend) advertisers who advertised with NVTA in 2023?	<i>See Question 7.</i>
12.	Page 3	Are benches available for advertising within this procurement? If so, how many?	<i>NVTA does not have benches available for advertising.</i>
13.	Page 15	Is every bus equipped with an infotainment screen? If not, how many buses are equipped with an infotainment screen?	<i>Buses are not equipped with an infotainment screen.</i>

No.	PAGE/ SECTION	QUESTION/COMMENT	RESPONSE
14.	Page 15	How many Omni Kiosks are available for advertising?	<i>A listing of shelters is available in Attachment A-1 in the RFP.</i>
15.	Page 14, SOW, Item 2	May we ask NVTA to elaborate on “In addition to the sales of advertising space, the solicitation also includes servicing and maintenance of the advertising space and provision and installation of any needed display racks”? Does this only apply to bus inventory? If it is intended to include shelter inventory, can you elaborate on what type of servicing and maintenance would apply?	<i>The vendor will be responsible for the maintenance and upkeep of display racks in buses and at bus stop shelters. Maintenance of display racks is expected to be minimal. Maintenance and upkeep at shelters will be required as needed.</i>
16.	Page 3, Section – Introduction and Page 16	Attachment A-1 states there is no guarantee to the inventory levels. As an industry standard practice, may we ask NVTA to please consider an adjustment in the minimum annual guarantee (MAG) should inventory levels fluctuate by 10% or more?	<i>NVTA is willing to consider this accommodation, but it depends on the bids received from other vendors and how they approach the subject.</i>
17.		Can NVTA provide a rendering of each bus model?	<i>The Request for Proposals provides the vehicle manufacturer, model, and bus length. You can find renderings of the buses on the respective manufacturer’s website.</i>



**FIRST AMENDMENT TO  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)  
AGREEMENT NO. 19-26**

**THIS FIRST AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) AGREEMENT NO. 19-26** herein after referred to as “Agreement” is made and entered into as of this 8th day of June, 2022 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as “NVTA”), and Lamar Transit, LLC, whose mailing address is 754 South 200 West, Salt Lake City, UT 84101, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, in August 2019 NVTA and CONTRACTOR entered into NVTA Agreement No. 19-26 (“Agreement”) to obtain and provide advertising services on NVTA’s public transit properties; and

**WHEREAS**, NVTA desires to amend the Agreement for continued service by exercising the two (2) one (1) year term extension option as set forth under Section 1(b) of the Agreement.

**TERMS**

**NOW, THEREFORE**, the NVTA and CONTRACTOR agree to amend the Agreement as follows:


1. Section 1(b) Term of the Agreement. NVTA and CONTRACTOR mutually agree to extend the term by two (2) one (1) year extensions such that the Agreement **shall expire on July 31, 2024**.
2. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
3. Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, this First Amendment was executed by the parties hereto as of date first above written.

NVTA

CONTRACTOR  
LAMAR Transit, LLC

By  Kate Miller (Jun 9, 2022 16:20 PDT) <sup>6/9/22</sup> 6/9/22  
KATE MILLER  
Executive Director

By Neal Gatherum Jun 9, 2022  
NEAL GATHERUM  
Vice President / General Manager



## NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

### NVTA AGREEMENT NO. 19-26

THIS AGREEMENT is made and entered into as of this August 1, 2019, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as “NVTA”, and Lamar Transit LLC whose mailing address is 754 South 200 West, Salt Lake City, UT 84101, hereinafter referred to as “CONTRACTOR”;

### RECITALS

**WHEREAS**, NVTA wishes to obtain specialized services in order to obtain advertising services; and

**WHEREAS**, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NVTA under the terms and conditions set forth herein;

### TERMS

**NOW, THEREFORE**, NVTA hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NVTA in accordance with the terms and conditions set forth herein, RFP #2019-04, and CONTRACTOR’s proposal. In the event of a conflict, the terms of this Agreement shall control:

#### 1. **Term of the Agreement.**

(a) The term of this Agreement shall commence on the date first above written and shall expire on July 31, 2022 unless earlier terminated as provided herein, except that the obligations of the parties under “Insurance” and “Indemnification” shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by “Confidentiality,” “Taxes,” and “Access to Records/Retention”).

(b) The term of this Agreement shall be to the date shown above with an option for two (2) one (1) year terms subject to review and recommendation of NVTA, and the satisfactory negotiation of terms, including revenue sharing.

2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation.** CONTRACTOR will compensate NVTA as listed in CONTRACTOR's proposal dated July 2, 2019 and as outlined in EXHIBIT C of this agreement.

4. **Method of Payment.**

(a) Contractor agrees to make payment to NVTA based upon conditions outlined in Exhibit C.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NVTA, in addition to any other rights or remedies which NVTA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverage's upon request by NVTA's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than 1 MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with NVTA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. The additional insured endorsements for the general liability coverage shall

use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTA's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NVTA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 10 days written

notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NVTA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

12. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NVTA shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVTA from CONTRACTOR is determined. See EXHIBIT A.

13. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NVTA  
Kate Miller  
Executive Director  
625 Burnell Street  
Napa, CA. 94559

CONTRACTOR  
Casey Sexton  
Lamar Transit LLC  
754 South 200 West  
Salt Lake City, UT 84101

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or contractors.

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 5 2004. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NVTA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NVTA.

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this

Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **Compliance with Laws.** CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NVTA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subcontractor.

21. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify

and hold NVTA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract.** CONTRACTOR and NVTA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NVTA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA's Conflict

of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NVT A from publishing or otherwise distributing applications and information regarding NVT A job openings where such publication or distribution is directed to the general public.

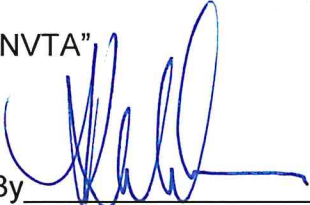
26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

"NVT A"  
  
By \_\_\_\_\_  
Kate Miller, Executive Director

"CONTRACTOR"  
Lamar Transit LLC  
By \_\_\_\_\_  
C. Sexton, VP

## EXHIBIT A

### SCOPE OF WORK

Services to be provided under this agreement include, but are not limited to those required to achieve the following:

1. To generate revenue, NVTA will license advertising space (“Base Advertising Space”) on transit bus/vehicle fleet, selected bus shelters, benches, passenger facilities, and other collateral for advertising purposes.
  - a. Bus/vehicle space includes whole bus advertising, exterior signage panels (square wrap, full wrap, king, queen, tails, and other premium-sized products), and interior vehicle signage space.
  - b. Bus shelters space includes benches and shelters listed in the RFP.
  - c. Passenger facility advertising space includes kiosks and dioramas available at Transit Centers.
2. In addition to the sales of advertising space, the solicitation also includes servicing and maintenance of the advertising space and provision and installation of any needed display racks. Any damage caused to the exterior/interior of buses/vehicles, such as paint discoloration, etc, caused by direct applications to vehicles shall be the sole responsibility of the contractor and must be remedied immediately.
3. The intent of this solicitation is to maximize the revenues generated by the sale of transit-related advertising media. The successful proposal should also display creativity in identifying additional advertising opportunities beyond those already noted.
4. NVTA and its partner agencies will lease/license to the contractor advertising space inside and outside of revenue vehicles and inside and outside transit centers/stations as well as any other areas proposed by the vendor and accepted by the agencies. The CONTRACTOR shall have exclusive advertising rights in these areas.
5. The CONTRACTOR is expected to make every effort to sell the maximum amount of space that is available. Space not sold will first be made available to non-profit or public service advertisers according to rate card fees. If space remains unsold, the Contractor shall then make the space available to NVTA and the owner agencies for self-promotions.
6. CONTRACTOR personnel shall wear a distinguishable name tag/identification card while working at NVTA or partner agency locations.

7. The NVTA has adopted advertising guidelines (EXHIBIT B) setting forth standards of acceptability for commercial and non-commercial advertising at NVTA. The guidelines formally establish criteria by which advertising displays on or at NVTA property can be judged suitable for display. Partner agencies may have advertising guidelines that vendor must adhere to when placing ads.
8. NVTA and its partner agencies will require advertising space for self or joint promotions. The monthly quantity will be mutually agreed upon by NVTA, the partner agency and the contractor. This space should not be classified as "Media Trade".
9. NVTA and its partner agencies will make available buses for use as Illustrated Buses. The CONTRACTOR may request buses for this purpose subject to approval of NVTA or the partner agency. NVTA or the partner agency will have the right to require the contractor to repair damage to illustrated buses. All designs for illustrated buses shall be subject to prior approval by NVTA or the partner agency. NVTA or the partner agency shall approve technology of application on Illustrated Buses.
10. Remuneration terms should be proposed which will allow NVTA and its partner agencies to enjoy the most advantageous compensation package. It is anticipated that the contract will be for three years, with two one- year options, but NVTA and its partner agencies are receptive to modifications to the contract terms. The contractor must specify the commission rate offered, "trade" arrangements, and cash payments guarantees offered. A compensation plan featuring a high cash guarantee payment with an equitable sharing arrangement for the balance is desirable. The proposal must contain a revenue guarantee payable to each jurisdiction.
11. **INCLUSIONS:** Advertising opportunities that NVTA and its partner agencies may entertain include:
  - a. Electronic Advertising Informational Signs.
  - b. WEBSITE: Banner advertising or similar on websites.
  - c. OTHER MEDIA. Fare media, schedules, time tables etc.
  - d. OMNI KIOSKS: kiosk advertising at facilities that are compliant with all local regulations.
  - e. SPONSORSHIPS: Potential sponsors (naming rights) for properties and vehicle lines.
12. **Production Costs:** NVTA shall not bear the burden of any expense related to the cost of producing or creating any advertisement. All such costs shall be the responsibility of the CONTRACTOR or their advertiser.



