

**The City of Santa Fe
AND
Public Works/Transit Division**

REQUEST FOR PROPOSALS (RFP)

**MARKETING AND ADVERTISING SALES FOR
'SANTA FE TRAILS' TRANSIT**



**RFP#
23/04/P**

Questions & Answers

Proposal Due Date: March 28, 2023

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Questions and Answers

	Questions	Answers	RFP Section	RFP PG #
1	Whether companies from Outside USA can apply for this? (like, from India or Canada)	Yes, companies outside of the USA can apply.		
2	Whether we need to come over there for meetings?	A local representative would be important but local meetings are not necessary.		
3	Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	Ads cannot be placed on buses without outsourcing to a local vendor.		
4	Can we submit the proposals via email?	Yes	I.E	2
5	May I ask the City to please provide a total number and list of vehicles that will allow advertising?	30 total buses 18 - 30 ft buses 12 – 35 ft. buses With the possibility of the fleet being changed to four (4) – Ford Transit vans that will replace four (4) of the 30 ft. buses.		
6	May I ask the City to please provide a list of locations for the bus shelters?	No advertising is permitted on shelters.	IV.A.14	19
7	May I ask the City to please provide a list of locations for the bus benches?	They are not guaranteed to be advertised on due to redesign and replacement.		

8	May I ask the City to please provide all answers to all questions in rolling order?	Yes.		
9	The 'Acknowledgement of Receipt Form' states the organization acknowledges a complete copy of the RFP, beginning with the title page, and ending with APPENDIX M. Can you please provide Appendix M prior the 3/7 deadline?	Amendment # 1 was created and updated to City website on 3/3/23 to indicate that the Appendix M was in error.	RFP 23.04.P Amendment #1	92
10	May we ask the City please provide all advertising revenue generated for each year 2018 - 2022?	An IPRA request can be submitted to obtain this information.		
11	May we ask the City to confirm if there is a DBE goal assigned to this project? Page 90 has a blank space	Addendum #1	Appendix K	
12	May we ask the City to please disclose the current Contract, including any amendments, change orders or other modifications made or proposed to the Contract?	There is no current contract. But can provide most recent contract.		
13	In reference to Page 15 Section B - "Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities" My Title at Hutton Broadcasting is Senior Account Executive - - - does this preclude me from	If you are able to make decisions on behalf of your company as "person having primary management or supervisory responsibilities within a business entity or related entities" in regard to this RFP, you will not be precluded.		15

	being the "Principal" for this RFP? If so . . . is it possible to transfer communications to our Vice President - VP?			
14	Section 1. Introduction, A. PURPOSE OF THIS REQUEST FOR PROPOSAL Please confirm that bus shelters and benches are NOT included in the scope of this RFP? Section IC and IVA6 and 7, inter alia, includes both of these but Section IVA and A8, inter alia, limit this to bus exteriors.	No advertising is permitted on bus shelters. Any benches that still exist that have advertising can be utilized until they are replaced.	IV.A.14	19
15	Section 1, SCOPE OF PROCUREMENT C Given the ramp up time required, would the City consider providing for a longer initial term of 5 years?	4 years is max on professional services contracts per statute.		
16	Section II, CONDITIONS GOVERNING THE PROCUREMENT SUBSECTION A. SEQUENCE OF EVENTS Subsection 6 (RFP submission deadline) Would the City be willing to extend RFP submission by 60 days?	No		
17	Section IV, A.3. ADVERTISING CONTRACTS Would the City consider removing the requirement to approve each ad contract and instead specify prohibited categories of advertising?	No		
18	ADVERTISING POLICY – Appendix J Section V, 5.1 and 5.2 Will casinos be permitted advertisers?	Yes, as long as they follow the standards as described in the City advertising policy.	Appendix J V.5.1 and V.5.2	60-61

19	Section IV. Specifications A . DETAILED SCOPE OF WORK Can the City specify what would count as a “local” account executive – must they be located in Santa Fe itself, or is surrounding area (Albuquerque) sufficient?	Ask JoAnn if they are within the state of NM will that suffice as a local account executive		
20	Section IV. Specifications – A 2. RESERVED RIGHTS TO ADVERTISING SPACE is the expectation that the Contractor is responsible for adverting production and install on unsold buses?	Yes, the City would expect these advertisements produced and installed at cost.		
21	Section IV, Specifications – A 3. Ad Contracts. would the City be willing to amend the Agreement allowing for additional protections built into the Agreement outlining ad contract requirements limiting ad contract approval times?	Need further elaboration in order to provide accurate answer.		
22	Section IV. Specifications – A 5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS is the Contractor responsible for production and other costs if the City of SF exercises their right in A.2 (Reserved Rights to Advertising Space) to use unsold Advertising space?	No, the City would be negotiating production credits to cover these costs.		
23	Section IV. Specification – A 15. PROJECT MEETING is the City amenable to adding a condition of timing to ad contract response?	This will only pertain to the advertisements requested by the City of Santa Fe.		

24	Appendix I - Draft Contract – the sample contract provides that Contractor cannot subcontract any portion of the services without written approval from the City. what criteria Will the City base such approval on?	The subcontractors will need to provide references to ensure quality advertisements.		
25	The RFP is unclear regarding whether there is a specific DBE requirement – can the City of Santa Fe please clarify?	See Addendum #1 issued 3/14/23 for clarification	Appendix K	
26	Since the Contractor will be responsible of all liability for installing and removal or advertisement, please confirm that the City will be responsible for providing buses in display ready condition.	Yes, we ensure the buses are in ready condition for installation and removal.		
27	Are there existing Advertising Contracts extending beyond the current RFP timelines and would those existing contracts be assigned to the successful bidder?	No		
28	Can the City provide any documentation regarding the number of buses that are running on average during the month? We understand there are 30 buses in the fleet. Most municipalities have an average percentage of the downtime for buses within the fleet for repairs, maintenance, or physical damage due to accidents.	Our typical peak runs are 23 buses. Downtime is based on parts availability.		
29	Additionally, 3M, the maker of direct application vinyl that is used for bus ads recommends a 90-day cure period when a bus has been repainted. Does the City	The City will provide any reports of repairs to the body panels of the buses that will affect advertising space.		

	follow this protocol, and will you provide the vendor regular reports regarding painting or physical repairs?			
30	May we ask Santa Fe Trails to disclose the quantity of Art Shelters that do not allow advertising?	No advertising is permitted on shelters.	IV.A.14	19
31	RE: Organizational References, pg 25, item 2 & pg 28, item B.2 May we ask Santa Fe Trails to please accept written reference letters from transit agencies on their letterhead that includes information such as scope of work, performance feedback and full contact information (incl. organization name, contact name, title, address, phone, email) in place of the requested Organizational Reference Questionnaire (pg 42)?	The forms that are attached must be used.		
32	Would Santa Fe Trails consider the following industry standard language to be inserted into the contract? Sample Contract, Item Q, pg 55 Q. CONTRACT TERMINATION REQUIREMENT: Following termination of Agreement, the Contractor shall leave the advertising space on exterior of buses, shelters and benches in the same condition as it existed at the beginning of the Agreement, excepting reasonable wear and tear.	After award, and in the contract negotiation phase, the contract can be red-lined by the potential contractor to request changes. The Transit Director and the City of Santa Fe's Legal Council must approve any requested changes.		

<p>Transition to New Vendor. Upon either a new vendor or Santa Fe Trails assuming responsibility for Transit Advertising Services due to expiration of this Agreement, termination of this Agreement by SANTA FE TRAILS for its convenience, or assignment of this Agreement, Licensee agrees (with SANTA FE TRAILS's consent) to assign Licensee's advertising accounts to the new provider of Transit Advertising Services. SANTA FE TRAILS agrees that the new provider of Transit Advertising Services (whether a new vendor or SANTA FE TRAILS) will assume all responsibility for billing and services of any transferred advertising contracts and will include and report these advertising contracts to SANTA FE TRAILS for revenue reporting. Pursuant to industry standards, the new provider of Transit Advertising Services will provide Licensee a 20% commission for all transferred advertising contracts for a period of twelve (12) months following expiration, termination, or assignment of this Agreement. This provision shall survive expiration or termination of the Agreement.</p>			
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33	<p>May we ask Santa Fe Trails to please consider modifying the termination language to reflect 90-days written notice. This would allow the selected Contractor appropriate time to notify paying advertising clientele and construct an exit/transition plan to present to Santa Fe Trails.</p> <p>Sample Contract, Item 5. Termination (pg 56) This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) 90 days prior to the intended date of termination.</p>	<p>After award, and in the contract negotiation phase, the contract can be red-lined by the potential contractor to request changes. The Transit Director and the City of Santa Fe's Legal Council must approve any requested changes.</p>		
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