

**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**

RFP Release Date: February 24, 2023

Proposal Due Date: March 24, 2023

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

## TABLE OF CONTENTS

<b>I. INTRODUCTION.....</b>	<b>1</b>
A. PURPOSE OF THIS REQUEST FOR PROPOSALS .....	1
B. BACKGROUND INFORMATION.....	1
C. SCOPE OF PROCUREMENT.....	1
D. PROCUREMENT MANAGER.....	1
<b>E. PROPOSAL SUBMISSION.....</b>	<b>2</b>
F. DEFINITION OF TERMINOLOGY.....	2
G. PROCUREMENT LIBRARY .....	4
<b>II. CONDITIONS GOVERNING THE PROCUREMENT .....</b>	<b>5</b>
A. SEQUENCE OF EVENTS .....	5
B. EXPLANATION OF EVENTS .....	5
1. Issue RFP.....	5
2. Acknowledgement of Receipt Form.....	6
3. Pre-Proposal Conference .....	6
4. Deadline to Submit Written Questions .....	7
5. Response to Written Questions .....	7
6. Submission of Proposal.....	7
7. Proposal Evaluation .....	8
8. Selection of Finalists .....	8
9. Best and Final Offers.....	8
10. Oral Presentations .....	8
11. Finalize Contractual Agreements.....	8
12. Contract Awards .....	8
13. Protest Deadline .....	9
C. GENERAL REQUIREMENTS.....	9
1. Acceptance of Conditions Governing the Procurement .....	9
2. Incurring Cost.....	9
3. Prime Contractor Responsibility .....	9
4. Subcontractors/Consent .....	9
5. Amended Proposals .....	10
6. Offeror's Rights to Withdraw Proposal.....	10
7. Proposal Offer Firm.....	10
8. Disclosure of Proposal Contents .....	10
9. No Obligation.....	10
10. Termination .....	11
11. Sufficient Appropriation.....	11
12. Legal Review .....	11
13. Governing Law.....	11
14. Basis for Proposal .....	11
15. Contract Terms and Conditions .....	11
16. Offeror's Terms and Conditions .....	12
17. Contract Deviations .....	12
18. Offeror Qualifications .....	12
19. Right to Waive Minor Irregularities.....	12
20. Change in Contractor Representatives .....	12
21. Notice of Penalties.....	12
22. Department Rights .....	13
23. Right to Publish.....	13
24. Ownership of Proposals .....	13

25. Confidentiality .....	13
26. Electronic mail address required .....	13
27. Use of Electronic Versions of this RFP.....	13
28. Campaign Contribution Disclosure Form .....	14
29. Letter of Transmittal.....	14
30. Disclosure Regarding Responsibility .....	14
<b>III. RESPONSE FORMAT AND ORGANIZATION .....</b>	<b>17</b>
A. NUMBER OF RESPONSES .....	17
B. NUMBER OF COPIES .....	17
1. ELECTRONIC SUBMISSION ONLY Responses .....	17
C. PROPOSAL FORMAT .....	18
1. Proposal Content and Organization .....	18
<b>IV. SPECIFICATIONS.....</b>	<b>19</b>
A. DETAILED SCOPE OF WORK .....	19
B. TECHNICAL SPECIFICATIONS.....	21
1. Organizational Experience.....	21
2. Organizational References.....	21
C. MANDATORY SPECIFICATIONS .....	22
1. Financial Stability.....	22
2. Letter Of Transmittal .....	23
3. Campaign Contribution Disclosure Form .....	23
4. Oral Presentation.....	23
<b>V. EVALUATION.....</b>	<b>24</b>
A. EVALUATION POINT SUMMARY .....	24
B. EVALUATION FACTORS .....	24
1. B.1 Organizational Experience.....	24
2. B.2 Organizational References.....	24
3. C.1., C.2., C.3. Mandatory Specifications .....	25
4. D.1. Financial Stability .....	25
5. D.2. Letter of Transmittal .....	25
6. D.3. Campaign Contribution Disclosure Form (See Table 1) .....	25
7. D.4. Oral Presentation (See Table 1).....	25
8. D.5. Cost.....	25
C. EVALUATION PROCESS .....	26
<b>APPENDIX A .....</b>	<b>27</b>
<b>ACKNOWLEDGEMENT OF RECEIPT FORM .....</b>	<b>28</b>
<b>APPENDIX B .....</b>	<b>29</b>
<b>CAMPAIGN CONTRIBUTION DISCLOSURE FORM .....</b>	<b>30</b>
<b>APPENDIX C .....</b>	<b>33</b>
<b>COST RESPONSE FORM .....</b>	<b>34</b>
<b>APPENDIX D .....</b>	<b>35</b>
<b>LETTER OF TRANSMITTAL FORM .....</b>	<b>36</b>
<b>APPENDIX E .....</b>	<b>37</b>
<b>ORGANIZATIONAL REFERENCE QUESTIONNAIRE .....</b>	<b>38</b>

<b>APPENDIX F .....</b>	<b>41</b>
<b>NON-COLLUSION AFFIDAVIT .....</b>	<b>42</b>
<b>APPENDIX G .....</b>	<b>43</b>
<b>CONFLICT OF INTEREST .....</b>	<b>44</b>
<b>APPENDIX H .....</b>	<b>46</b>
<b>LIVING WAGE ORGINANCE.....</b>	<b>47</b>
<b>APPENDIX I .....</b>	<b>48</b>
<b>DRAFT CONTRACT.....</b>	<b>49</b>
<b>APPENDIX J .....</b>	<b>60</b>
<b>ADVERTISING POLICY .....</b>	<b>61</b>
<b>APPENDIX K .....</b>	<b>64</b>
<b>FEDERAL FORMS .....</b>	<b>65</b>
<b>APPENDIX L.....</b>	<b>93</b>
<b>SANTA FE TRAILS BUS SCHEDULES AND MAPS .....</b>	<b>94</b>



# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations from experienced firms for the procurement of Transit Advertising sales, design, production, installation, maintenance and removal for Santa Fe Trails' Transit buses, and benches.

## **B. BACKGROUND INFORMATION**

The City of Santa Fe is wanting to engage with a firm to market and advertise sales in an effort to generate revenue for the City of Santa Fe's Transit Division. The intent is to maximize the revenue received from such advertising to help off-set marketing and operational expenses.

## **C. SCOPE OF PROCUREMENT**

The advertising Program shall consist of the design, sale, placement, management, installation, maintenance, removal of advertisement on the exterior buses, shelters and benches for the City of Santa Fe Public Transit System, and collection of revenues and transmission of revenues to the City. The resulting contract will be a single award. The term of the award will be for one year with an option to renew the contract on an annual basis by mutual Agreement not to exceed a total of four (4) years.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

The resulting contract will be a single award.

## **D. PROCUREMENT MANAGER**

Public Works Transit Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Jacqueline Romero, Procurement Manager

Address: 2931 Rufina St.  
Santa Fe, NM 87507

Telephone: 505-955-2008

Email: [jnromero@santafenm.gov](mailto:jnromero@santafenm.gov)

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Office at the following emails:

Procurement Manager: [jnromero@santafenm.gov](mailto:jnromero@santafenm.gov)

Central Purchasing Office: [purchasing\\_RFP@santafenm.gov](mailto:purchasing_RFP@santafenm.gov)

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Office regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## **E. PROPOSAL SUBMISSION**

***Submissions of all proposals must be accomplished via email to: [purchasing\\_RFP@santafenm.gov](mailto:purchasing_RFP@santafenm.gov).***

## **F. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations.

1. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Central Purchasing Office”** means the office responsible for the control of procurement of items of tangible personalable property, services or construction.
5. **“Chief Procurement Officer”** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personalable property, services or construction.
6. **“City”** means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
7. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
8. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
10. “**Contractor**” means any business having a contract with the City of Santa Fe.
11. “**Department**” means the Requesting Department sponsoring this Procurement.
12. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
13. “**Electronic Submission**” means a successful submittal of Offeror’s proposal.
14. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices. The electronic version/copy can only be emailed.
15. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
16. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
17. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
18. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
19. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
20. “**Mandatory**” – the terms “must,” “shall” “will,” “is required,” or “are required,” “identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
21. “**Minor Irregularities**” means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
22. “**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.
23. “**Procurement Manager**” means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s) .
24. “**Project**” means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

25. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
26. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
27. **“Requesting Department”** means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
28. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
29. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
30. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
31. **“State (the State)”** means the State of New Mexico.
32. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
33. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates <small>These are sample time frames only. Adjust to suit Agency need. Use only dates; do not insert days of the week)</small>
1. Issue RFP	Central Purchasing Office	2/24/2023
2. Acknowledgement of Receipt Form	Potential Offerors	3/7/2023
3. Pre-Proposal Conference	Requesting Department	3/7/2022
4. Deadline to submit Written Questions	Potential Offerors	3/9/2023
5. Response to Written Questions	Procurement Manager	3/14/2023
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>3/28/2023</b>
7.* Proposal Evaluation	Evaluation Committee	3/28/2023 to 4/4/2023
8.* Selection of Finalists	Evaluation Committee	4/4/2023
9.* Best and Final Offers	Finalist Offerors	4/5/2023
10.* Oral Presentation(s)	Finalist Offerors	4/6/2023
11.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	4/6/2023 – 4/20/2023
12.* Contract Awards	Requesting Department/ Finalist Offerors	4/21/2023
13.* Protest Deadline	Central Purchasing Office	+15 days

\* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

#### 1. Issue RFP

This RFP is being issued on behalf of The City Transit Division the date indicated in Section II.A, Sequence of Events.

## 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at [Purchasing\\_RFP@santafenm.gov](mailto:Purchasing_RFP@santafenm.gov) , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

## 3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 11:00 AM MST/MDT via Zoom Meeting.

Join Zoom Meeting –

<https://santafenm-gov.zoom.us/j/82041966325>

Meeting ID: 820 4196 6325

One tap mobile

+17193594580,,82041966325# US

+12532050468,,82041966325# US

Dial by your location

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 929 205 6099 US (New York)

Meeting ID: 820 4196 6325

Find your local number: <https://santafenm-gov.zoom.us/j/82041966325>

**Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager** (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

#### **4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 10:00 AM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

#### **5. Response to Written Questions**

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:  
[https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

#### **6. Submission of Proposal**

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT [Purchasing\\_RFP@santafenm.gov](mailto:Purchasing_RFP@santafenm.gov) NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

***Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions.*** Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

## **7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

## **9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

## **10. Oral Presentations**

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Zoom). The Department will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

## **11. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **12. Contract Awards**

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.



## **13. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

JoAnn Lovato  
Interim Chief Procurement Officer  
City of Santa Fe  
jdlovato@santafenm.gov

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX D.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

## 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

## 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

**IMPORTANT:** The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## 9. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **10. Termination**

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

## **11. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## **12. Legal Review**

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

## **13. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **14. Basis for Proposal**

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

## **15. Contract Terms and Conditions**

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract APPENDIX I. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX I) strongly enough to propose alternate terms and conditions in spite of the above, the

Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.21. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

## **21. Notice of Penalties**

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

## **22. Department Rights**

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

## **24. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

## **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of The City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

## **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

## **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

## 28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V.B Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.**

## 30. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

- a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
  - b. violation of Federal or state antitrust statutes related to the submission of offers; or
  - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
  - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- 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.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other

remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer



### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

#### B. NUMBER OF COPIES

##### 1. ELECTRONIC SUBMISSION ONLY Responses

**Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY**, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical) as outlined below. *Proposals may be submitted as multiple uploads, which must be the least number be of uploads necessary to fall under the email upload capacity limits. Any documents over this size will be rejected by the system due to its inability to upload/download properly; thus, the documents must be saved and transmitted in segments or attachments.*

Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," on the front page of the upload

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with Section III.C.1. Proposal Format. All information for the Technical Proposal **must be combined into a single file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

- i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.8 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
- One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.33) versions for evaluation purposes; and
  - One (1) **redacted** (def. Section I.F.25) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to: [purchasing\\_RFP@santafenm.gov](mailto:purchasing_RFP@santafenm.gov) by the submission deadline in Section II.B.6. Submissions cannot be password protected and must be either PDF or Word format. *Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.*

*It is the Offeror's responsibility to ensure that both a 'Read' receipt and 'Delivery' receipt is remitted and recorded in their own email for their own records. The City of Santa Fe will not guarantee that a response email will be sent to the Offeror upon submission, however, every effort to acknowledge that the proposal was received timely will be made. **NO LATE PROPOSAL CAN BE ACCEPTED***

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16 )
- G. Response to Specifications
  - 1. Organizational Experience
  - 2. Organizational References
  - 3. Oral Presentation (if applicable)
  - 4. Mandatory Specification
  - 5. Financial Stability –(Financial information considered confidential, as defined in Section I.F.8. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i)
- H. Other Supporting Material (if applicable)

#### **Cost Proposal:**

- 1. Completed Cost Response Form (APPENDIX C)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section

of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## **IV. SPECIFICATIONS**

### **A. DETAILED SCOPE OF WORK**

The advertising Program shall consist of the design, sale, placement, management, installation, maintenance, removal of advertisement on the exterior buses for the City of Santa Fe Public Transit System, and collection of revenues and transmission of revenues to the City. The Contractor must provide, at a minimum, a local account executive that will be responsible for the day-to-day administration of the account. All of the following services necessary to conduct a revenue-producing advertising Program for the City of Santa Fe Public Transit System, shall be provided in a reputable manner to ensure the highest quality possible:

- 1. ADVERTISING MEDIA:** Durable advertising signs produced in a process subject to the approval by the City. Placement of commercial advertising on the City buses exterior may be accomplished by means of bus displays and/or vinyl wraps and decals.
- 2. RESERVED RIGHTS TO ADVERTISING SPACE:** The City retains exclusive rights to unsold exterior space on all City buses, shelters and benches to be used by Santa Fe Trails to advertise events or promotions.
- 3. ADVERTISING CONTRACTS:** The Contractor shall enter into contracts with advertisers in accordance with the terms of this agreement. Within fifteen (15) days of signing a contract with an advertiser, the Contractor shall provide the City with a copy of signed contracts with Advertisers ("Contracts").
- 4. PAYMENT DUE:** Revenues from the contracts are due to the City within thirty (30) days following the end of the month in which the revenue activity occurred, (i.e., if activity is June 1<sup>st</sup> through June 30<sup>th</sup>, payment is due July 30<sup>th</sup>).
- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS:** The City shall not be obligated to pay any production or other costs incurred by the Contractor in the administration of the advertising Program.
- 6. INSTALLATION, MAINTENANCE AND REMOVAL OF ADVERTISING:** The Contractor shall be responsible for all liability for installation, maintenance and removal of advertisements on all City buses, shelters and benches on Contracts and shall remove all advertisings within Fifteen (15) working days after the advertisings have expired or have become obsolete.
- 7. TIMES OF ADVERTISING INSTALLATION OR REMOVAL:** The Contractor shall be

responsible for the installation and removal of exterior advertisings on City buses, shelters and benches on a mutually agreed time.

8. **WORKSPACE:** The City shall provide a workspace of adequate size and make this workspace accessible to the Contractor for the sole purpose of installing, maintaining, or removing advertising media on the City buses.
9. **NO GUARANTEE FOR PARTICULAR ROUTES:** When soliciting Contracts, the Contractor shall notify the potential advertiser that the City does not guarantee the particular bus on which the advertiser's advertising appears will be used on any particular route or in any particular service.
10. **ADHERENCE TO LAW AND POLICIES:** The Contractor and advertiser shall comply with all applicable Federal, State, County and City ordinances, regulations and policies regarding advertising and shall have this term in all Contracts.
11. **NO CITY ENDORSEMENT:** Advertisements that express an opinion or point of view are to contain in large, clear, and visible type the statement "No City Endorsement Implied." The City shall specify and approve the size, placement and color this statement prior to production of such advertisements.
12. **GRAFFITI REMOVAL:** The Contractor is responsible for removal of any graffiti tagged on advertising media installed on the City buses, shelters and benches. Graffiti removal must occur within ten (10) calendar days of discovery by the City or Contractor, whichever occurs first; however a goal of seven (7) calendar days or sooner is recommended. City staff will notify the Contractor of each occurrence. In addition, Contractor shall also inspect for graffiti bi-monthly and remove within the above stated timeframe. Failure to comply with this requirement may result in cancellation of the Agreement.
13. **UV PROTECTED:** The Contractor shall be required to ensure that all advertising media installed on City buses, shelters and benches, withstand the sun without fading and maintain a professional appearance throughout the duration of their showing. If signs or decals become faded or unattractive the Contractor shall replace the advertisement.
14. **ART SHELTERS:** No advertising is permitted on shelters.
15. **PROJECT MEETINGS:** The Contractor shall meet with City representatives, community representatives and in regularly scheduled meetings on an as-needed basis. Contractor shall be available at reasonable times and intervals to plan work and review work in progress and fully coordinate all activities with staff. Contractor will obtain approval from the City before placing any advertising.
16. **PUBLIC INFORMATION:** The City agrees to make available public information, in accordance with the Inspection of Public Records Act, which may include: background information, fleet roster, route timetables, ridership data and other pertinent information.
17. **ACTIVITY REPORT:** A report provided in pdf format shall be provided on the effectiveness of the advertisement sales efforts shall be submitted to the City on a monthly basis. The report shall include at a minimum the detail of sales calls, leads, ads placed, sales, payments, expenses and other financial data.

**18. 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.

## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offeror **must**:

- a) provide a detailed description of a minimum of five (5) years relevant corporate experience with city or state government and private sector. Experience does not mean only the longest tenure in the field and the effectiveness in clearly communicating the submittal requirements. Provide the types of successful campaigns implemented and samples of campaigns to show evidence of experience. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of advertising. All advertising with transit agencies on transit buses provided to private sector will also be considered;
- b) provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified personnel involved in building, maintaining, and installation of advertisements on vehicles. Offeror must include key personnel education, work experience, relevant certifications/licenses. Also, provide the organizational chart of the entire company and (3) letters of recommendation from similar projects/programs performed for private, city, state, or large local government clients within the last three (3) years.
- c) indicate how many advertisement wraps have been installed in the last two years and what percentage of business revenue is derived from advertisement wrap engagements.
- d) describe at least two project successes and failures of an advertisement engagement. Include how each experience improved the Offeror's services.

### **2. Organizational References**

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Advertising on transit vehicles);

- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

## C. MANDATORY SPECIFICATIONS

1. **Sales Guarantee.** Offeror must provide a sample monthly report detailing Contract revenues received based on the above outlined SOW and identify how the 50% of monthly revenue or payment equal to one-twelfth of the minimum guaranteed annual payment. (Do not use actual annual cost, sample only)
2. **Sales Plan and Program Administration.** Offeror must provide a detailed narrative on how they plan to accomplish this component. This component will identify each agency’s sales plan, sales drivers, follow-up and proposed incentives for businesses to do bus advertising and the materials used in this work.
3. **Creativity and Content.** Offeror must provide a detailed narrative on how they plan to accomplish this component. This component will measure each agency’s campaign with regard to competitive advantage achieved through creative ideas and content. Provide examples of advertising design on bus wraps (full and partial), bus billboards, interior ads, and shelters. The information presented in the proposal is an indication of what may be expected from each agency. Note: Although ideas may be very creative, they may not be suitable for mass transportation advertising or in keeping with the City of Santa Fe’s advertising policy (Appendix I).

## D. BUSINESS SPECIFICATIONS

### 1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B Letter of Transmittal Form)

## 2. Letter Of Transmittal

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

## 3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 4. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

## 5. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by:

Each Offeror's Revenue	
-----	X Available Award Points
Highest Responsive Offeror's Revenue	

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Evaluation Factors</b> <i>(Correspond to section IV.B and IV.C)</i>		<b>Points Available</b>
<b>B. Technical Specifications</b>		
B.1	Organizational Experience	250
B.2	Organizational References	200
<b>C. Mandatory Specifications</b>		
C.1.	Sales Guarantee	100
C.2.	Sales Plan & Program Administration	100
C.3.	Creativity and Content	50
<b>D. Business Specifications</b>		
D.1	Financial Stability	Pass/Fail
D.2	Letter of Transmittal	Pass/Fail
D.3	Campaign Contribution Disclosure Form	Pass/Fail
D.4	Oral Presentations	25
D.5	Cost	275
<b>TOTAL POINTS AVAILABLE</b>		<b>1,000</b>

### B. EVALUATION FACTORS

#### 1. B.1 Organizational Experience

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

#### 2. B.2 Organizational References

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be



together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

**3. C.1., C.2., C.3. Mandatory Specifications**

Points will be awarded based on the thoroughness and clarity of Offeror's response and samples provided in this section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge represented in each section:

**4. D.1. Financial Stability**

Pass/Fail only. No points assigned.

**5. D.2. Letter of Transmittal**

Pass/Fail only. No points assigned.

**6. D.3. Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

**7. D.4. Oral Presentation (See Table 1)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

**8. D.5. Cost**

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Each Offeror's Revenue}}{\text{Highest Responsive Offeror's Revenue}} \times \text{Available Award Points}$$

## **C. EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

# REQUEST FOR PROPOSAL

## MARKETING AND ADVERTISING SALES FOR 'SANTA FE TRAILS' TRANSIT 23/04/P

### ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than **3:00 pm on 3/06/23**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX M.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

#### Submit Acknowledgement of Receipt Form to:

To: Central Purchasing

E-mail: [Purchasing\\_RFP@santafenm.gov](mailto:Purchasing_RFP@santafenm.gov)

Subject Line: **MARKETING AND ADVERTISING SALES FOR 'SANTA FE TRAILS' TRANSIT  
23/04/P**

**APPENDIX B**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any:** \_\_\_\_\_

Mayor Alan M Webber  
Councilor Signe Lindell,  
Pro-tem Councilor Renee  
Villarreal Councilor  
Michael Garcia Councilor  
Carol Romero-Wirth  
Councilor Lee Garcia  
  
Councilor Christopher  
Rivera Councilor  
Amanda Chavez  
Councilor Jaime Cassutt

#### DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)



**APPENDIX C**  
**COST RESPONSE FORM**

## COST RESPONSE FORM

**Minimum Sales Guarantee.** This component is based on the annual payment amount guaranteed by the proponent to the City of Santa Fe.

**Offeror must fill in the blanks:**

- a. The Contractor shall pay a minimum guaranteed payment of \_\_\_\_\_ (\$ \_\_\_\_\_) on a monthly basis regardless of whether revenues received from sales are sufficient to cover the minimum guaranteed payment. Therefore, the Contractor agrees to pay an annual minimum guaranteed payment of (monthly payment x 12 months) \_\_\_\_\_ (\$ \_\_\_\_\_), **OR** fifty percent (50%) of contract revenues received each year, whichever is greater.
  
- b. The Contractor also agrees to pay a minimum annual payment of \_\_\_\_\_ (\$ \_\_\_\_\_) in production credits.
  
- c. The TOTAL minimum annual guaranteed payment from the Contractor to the City is as follows: (amount in “a” + amount in “b”).

**APPENDIX D**  
**LETTER OF TRANSMITTAL FORM**

# LETTER OF TRANSMITTAL FORM

**ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!** (N/A, None, Does not apply, etc. are acceptable responses.)

**RFP#: 23/04/P**

**1. Identify the following information for the submitting organization:**

<b>Offeror Name</b>	
<b>Mailing Address</b>	
<b>Telephone</b>	
<b>FED ID#</b>	
<b>NM CRS#</b>	

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

	<b>A Contractually Obligate</b>	<b>B Negotiate*</b>	<b>C Clarify/Respond to Queries*</b>
<b>Name</b>			
<b>Title</b>			
<b>E-mail</b>			
<b>Telephone</b>			

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Use of subcontractors (Select one):**

- ☐ No subcontractors will be used in the performance of any resultant contract, OR  
☐ The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

**4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract.**

(N/A, None, Does not apply, etc. are acceptable responses to this item.)

\_\_\_\_\_  
(Attach extra sheets, as needed)

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_, 20\_\_\_\_\_  
Authorized Signature and Date (Must be signed by the individual identified in item #2.A, above.)

## **APPENDIX E**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing\_RFP@santafenm.gov by 3/24/2023 at 2:00p.m.MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

## RFP # 23/04/P

# ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

---

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Transit Department via e-mail at:

Name: Central Purchasing Office  
Email: Purchasing\_RFP@santafenm.gov

Forms must be submitted no later than 3/24/23 at 2:00 p.m. MST and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

**For questions or concerns regarding this form**, please contact the City of Santa Fe **Procurement Manager** at Jacqueline Romero; jnromero@santafenm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

<b>Organization providing reference</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number(s)</b>	
<b>Contact e-mail address</b>	
<b>Project description</b>	
<b>Project dates (start and end dates)</b>	
<b>Technical environment for the project your providing a reference (i.e., Advertising on transit vehicles);</b>	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:



**APPENDIX F**  
**NON-COLLUSION AFFIDAVIT**

# NON-COLLUSION AFFIDAVIT

*Complete, Sign and Return with your proposal.*

I hereby affirm that: I am the \_\_\_\_\_ (insert title) and the duly authorized representative of \_\_\_\_\_ (insert organization's name) whose address is \_\_\_\_\_.

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# **APPENDIX G**

## **CONFLICT OF INTEREST**

## **CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS**

*Complete, sign and return with your proposal.*

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Advertising Company, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Advertising Company and known key personnel needs to describe the conflict.

The Advertising Company agrees that, if after award, an organizational conflict of interest is discovered, the Advertising Company makes an immediate and full written disclosure to the City that includes a description of the action that the Advertising Company has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Advertising Company was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, \_\_\_\_\_ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Santa Fe Transit Bus Advertisements. For the duration of this firm's involvement in the Santa Fe Transit Bus Advertisements contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Santa Fe Transit Bus Advertisements contract.

I certify that this firm will keep all Santa Fe Transit Bus Advertisements contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality

agreement signed by the other person, and the disclosure is authorized and necessary to the Santa Fe Transit Bus Advertisements contract. I understand that if this firm leaves this Santa Fe Transit Bus Advertisements contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Santa Fe Transit Bus Advertisements contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Santa Fe Transit Bus Advertisements contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

---

Authorized Representative/Title:

---

Phone Number:

---

Fax Number:

---

E-mail Address:

---

Signature:

---

Date:

---

—

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

**APPENDIX H**  
**LIVING WAGE ORDINANCE**

# LIVING WAGE ORGINANCE



PURSUANT TO THE CITY OF SANTA FE  
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987  
EFFECTIVE MARCH 1, 2022 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

**\$12.95**  
**PER HOUR**

The Santa Fe Living Wage Ordinance establishes minimum hourly wages. The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).

## **Who is Required to Pay the Living Wage?**

- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

More Information, including the Living Wage Ordinance, is available at  
[www.santafenm.gov/living\\_wage\\_information](http://www.santafenm.gov/living_wage_information)

## **APPENDIX I**

### **DRAFT CONTRACT**

**The Agreement included in this Appendix I represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.**



# DRAFT CONTRACT

Item# \_\_\_\_\_  
Munis Contract# \_\_\_\_\_

## **CITY OF SANTA FE MARKETING AND ADVERTISING SALES FOR 'SANTA FE TRAILS' TRANSIT PROFESSIONAL SERVICES AGREEMENT REQUEST FOR PROPOSALS ONLY**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

### **RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

**WHEREAS**, the Contractor does hereby accept its designation as Advertising, rendering services related to Advertising as described in the scope of work for the City, as set forth in this Agreement; and

**WHEREAS**, it is agreed by the parties that the performance of the professional services is for a period of 4 years, as directed by the City.

**NOW, THEREFORE**, the parties hereby agree as follows:

#### **1. Scope of Work**

The Contractor shall provide the following services-for the City:

The advertising Program shall consist of the design, sale, placement, management, installation, maintenance, removal of advertisement on the exterior buses for the City of Santa Fe Public Transit System, and collection of revenues and transmission of revenues to the City. The Contractor must provide, at a minimum, a local account executive that will be responsible for the day-to-day administration of the account. All of the following services necessary to conduct a revenue-producing advertising Program for the City of Santa Fe Public Transit System, shall be provided in a reputable manner to ensure the highest quality possible:

- A. **ADVERTISING MEDIA:** Durable advertising signs produced in a process subject to the approval by the City. Placement of commercial advertising on the City buses exterior may be accomplished by means of bus displays and/or vinyl wraps and decals.
- B. **RESERVED RIGHTS TO ADVERTISING SPACE:** The City retains exclusive rights to unsold exterior space on all City buses as well as any advertisements to be used by City of Santa Fe to advertise events or promotions shall be provided at cost. To include City sponsored event advertisements on non-revenue Santa Fe Ride vehicles.
- C. **ADVERTISING CONTRACTS:** The Contractor shall enter into contracts with advertisers in accordance with the terms of this agreement. Within fifteen (15) days of signing a contract with an advertiser, the Contractor shall provide the City with a copy of signed contracts with Advertisers (“Contracts”).
- D. **D.PAYMENT DUE:** Revenues from the contracts are due to the City within thirty (30) days following the end of the month in which the revenue activity occurred, (i.e., if activity is June 1<sup>st</sup> through June 30<sup>th</sup>, payment is due July 30<sup>th</sup>).
- E. **INSTALLATION, MAINTENANCE AND REMOVAL OF ADVERTISING:** The Contractor shall be responsible for all liability for installation, maintenance and removal of advertisements on all City buses, shelters and benches on Contracts and shall remove all advertisings within Fifteen (15) working days after the advertisings have expired or have become obsolete.
- F. **TIMES OF ADVERTISING INSTALLATION OR REMOVAL:** The Contractor shall be responsible for the installation and removal of exterior advertisings on City buses, shelters and benches on a mutually agreed time.
- G. **WORKSPACE:** The City shall provide a workspace of adequate size and make this workspace accessible to the Contractor for the sole purpose of installing, maintaining or removing advertising media on the City buses.
- H. **NO GUARANTEE FOR PARTICULAR ROUTES:** When soliciting Contracts, the Contractor shall notify the potential advertiser that the City does not guarantee the particular bus on which the advertiser’s advertising appears will be used on any particular route or in any particular service.
- I. **ADHERENCE TO LAW AND POLICIES:** The Contractor and advertiser shall comply with all applicable Federal, State, County and City ordinances, regulations and policies regarding advertising and shall have this term in all Contracts.
- J. **NO CITY ENDORSEMENT:** Advertisements that express an opinion or point of view are to contain in large, clear, and visible type the statement “No City Endorsement Implied.” The City shall specify and approve the size, placement and color this statement prior to production of such advertisements.

- K. **GRAFFITI REMOVAL:** The Contractor is responsible for removal of any graffiti tagged on advertising media installed on the City buses, shelters and benches. Graffiti removal must occur within ten (10) calendar days of discovery by the City or Contractor, whichever occurs first; however, a goal of seven (7) calendar days or sooner is recommended. City staff will notify the Contractor of each occurrence. In addition, Contractor shall also inspect for graffiti bi-monthly and remove within the above stated time-frame. Failure to comply with this requirement may result in cancellation of the Agreement.
- L. **UV PROTECTED:** The Contractor shall be required to ensure that all advertising media installed on City buses, shelters and benches, withstand the sun without fading and maintain a professional appearance throughout the duration of their showing. If signs or decals become faded or unattractive the Contractor shall replace the advertisement.
- M. **ART SHELTERS:** No advertising is permitted on shelters.
- N. **PROJECT MEETINGS:** The Contractor shall meet with City representatives, community representatives and in regularly scheduled meetings on an as-needed basis. Contractor shall be available at reasonable times and intervals to plan work and review work in progress and fully coordinate all activities with staff. Contractor will obtain approval from the City before placing any advertising.
- O. **PUBLIC INFORMATION:** The City agrees to make available public information, in accordance with the Inspection of Public Records Act, which may include: background information, fleet roster, route timetables, ridership data and other pertinent information.
- P. **ACTIVITY REPORT:** A report provided in .pdf format shall be provided on the effectiveness of the advertisement sales efforts shall be submitted to the City on a monthly basis. The report shall include at a minimum the detail of sales calls, leads, ads placed, sales, payments, expenses and other financial data.
- 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.

## 2. Standard of Performance; Licenses.

The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

## 3. Compensation.

- A. The Contractor shall pay a minimum guaranteed monthly payment of \_\_\_\_\_ (\$\_\_\_\_\_) regardless of whether revenues received from advertising sales are sufficient

to cover the minimum guaranteed payment. Therefore, the Contractor agrees to pay an annual minimum guaranteed payment of \_\_\_\_\_ (\$\_\_\_\_\_) (*monthly payment x 12 months*), **OR** fifty percent (50%) of advertising revenue received each year, whichever is greater.

- B. The Contractor also agrees to pay a guaranteed minimum annual payment of \_\_\_\_\_ (\$\_\_\_\_\_) in production credits.
- C. The TOTAL minimum annual guaranteed payment from the Contractor to the City of Santa Fe shall be the sum of subsections A and B above.
- D. The Contractor shall submit monthly reports detailing advertising revenue received and shall submit monthly payments to the City for fifty percent (50%) of revenues received each month, or a payment equal to one-twelfth of the minimum guaranteed annual payment shown above, whichever is greater.
- E. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.
- F. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

#### **4. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.

This Agreement shall terminate on June 30<sup>th</sup>, 2027 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

#### **5. Termination.**

- A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE

City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

- B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

**6. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**7. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**9. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**10. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**11. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**12. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act.**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section

**14. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 5 herein, or to agree to the reduced funding.

#### **15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

#### **16. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

#### **17. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

#### **18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

#### **19. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

#### **20. Professional Liability Insurance.**

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

#### **21. Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
- B. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

## **22. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

## **23. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

## **24. New Mexico Tort Claims Act**



Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**25. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**26. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**27. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Thomas Martinez, Transit Division Director  
City of Santa Fe  
2931 Rufina St.  
Santa Fe, NM 87507 tamartinez@santafenm.gov

To the Contractor:  
[insert name, address and email].

**28. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**29. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**30. Non-Collusion.**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City’s Chief Procurement Officer.

**31. Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
CITY MAYOR/MANAGER

\_\_\_\_\_  
NAME

DATE: \_\_\_\_\_

\_\_\_\_\_  
TITLE

DATE: \_\_\_\_\_

CRS #: \_\_\_\_\_

Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELICIS, CITY CLERK

CITY ATTORNEY'S OFFICE (REQUEST FOR PROPOSALS ONLY):

*Marcos Martinez*  
Marcos Martinez (Feb 20, 2023 13:07 MST)

SENIOR ASSISTANT CITY ATTORNEY  
APPROVED FOR FINANCES:

\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR

\_\_\_\_\_  
Org. Name/Org#

## **APPENDIX J**

### **ADVERTISING POLICY**

# ADVERTISING POLICY



Originating Business Unit:

City Manager

## SUBJECT

Advertising Policy	Policy Number 0000-1-1	# Pages 03
	Effective Date 10/17/02	Revision Date 08/15/05

### 1.0 PURPOSE:

- 1.1 To create opportunities to strengthen the partnership among the city of Santa Fe (the City), the public at large, and private enterprise by developing professional promotion, marketing, sponsorship and advertising programs for the City in order *to raise revenues* for the City.

### 2.0 APPLICABLE TO:

- 2.1 The city of Santa Fe; general public; private enterprise seeking to advertise on city property.

### 3.0 REFERENCES:

- 3.1 None.

### 4.0 DEFINITIONS:

- 4.1 "Advertising" means the purchase of space on city property to propose a commercial transaction for goods or services.
- 4.2 "Sponsorship" means financial or in-kind support for specific events.
- 4.3 "Commission" means financial compensation paid to the City calculated as a lump sum, per- unit, or percentage of the amount received from sale of goods or services related to specific events at city-owned property.
- 4.4 "Trade-out" means exchanging goods and services on a dollar-for-dollar basis.

### 5.0 POLICY:

- 5.1 The subject matter of all advertising shall be limited to speech which proposes solely a commercial transaction for goods and *services*. The advertisements must contain only expressions related to the economic interest of the advertiser and its audience. Non-commercial advertisements that add an offer to purchase some item containing a non-commercial message are not permitted pursuant to this policy.
- 5.2 The following standards for advertising and advertising copy shall apply to any ads on city property. No advertising will be permitted which:
  - 5.2.1 Is false, misleading, libelous, or *deceptive*;
  - 5.2.2 Relates to an illegal activity;
  - 5.2.3 Contain obscene material as determined by community standards;

- 5.2.4 Advertise alcohol or tobacco products;
  - 5.2.5 Includes language which is obscene, vulgar or profane;
  - 5.2.6 Implies an endorsement by the City of Santa Fe for the product or service; and
  - 5.2.7 Promotes a commercial transaction that is expressly prohibited by federal, state or local law or regulations.
- 5.3 To generate revenue to support the activities offered by the City, the City may offer space on city-owned property for local, regional, and national advertising opportunities.
  - 5.4 Funds raised by the sale of sponsorships for events shall be used only for expenses directly attributable to the specific event, unless specified otherwise and previously approved by the sponsor.
  - 5.5 The City recognizes that nonprofit organizations whose purpose is to support the activities of the various recreational facilities have been and may be formed as vehicles to supplement service delivery, e.g. through provision of scholarships for the use of the recreational facilities and purchase of equipment for the facilities. Each division director may designate space in the facilities under his or her management to allow such nonprofit organizations to recognize donors and contributors to those organizations.
  - 5.6 This policy does not require that the City grant all requests to advertise programs. Selection is solely at the discretion and determination of the City of Santa Fe.
  - 5.7 An exchange for services such as passes and memberships for advertising spaces, commercials, and partnerships will be allowed upon the approval of the department director, division director and the City Manager. Trade-outs for advertising will be allowed on a dollar-for-dollar value basis

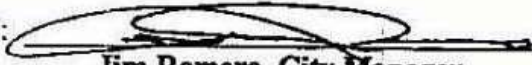



## **6.0 PROCEDURES:**

- 6.1 Each division director may designate sponsorship and trade-out opportunities on city owned property under his or her management if deemed to be in the best interest of the City.
- 6.2 Each division director may designate space appropriate and available on city-owned property under his or her management for advertising and the value of the space.
- 6.3 Each division director may designate space appropriate and available on city-owned property under his or her management for sponsor, donor, and contributor recognition by associated organizations.
- 6.4 Each division director may identify and recommend to his or her department director opportunities for commission revenues for the property under his or her management.
- 6.5 Agreements and contracts for advertising space, sponsorships, trade-outs, and commissions must follow existing procedures as specified in the City of Santa Fe Purchasing Manual.
- 6.6 Revenue from advertisements, sponsorships, and commissions shall be reflected as revenue for budget and actual receipt of funds for applicable enterprise funds and General Fund operations. Budget may be established during the budget cycle with the amount to be estimated or established with Finance Committee and City Council approval when the definitive commitments are made (increase of revenue and increase of expenses/expenditures). Funds must be deposited within twenty-four (24) hours of receipt.
- 6.7 If equipment with a value of more than \$1,000 is received in exchange for such sponsorship the Finance Department shall be notified so that the equipment is appropriately recorded on the City's fixed assets inventory.

**7.0 APPENDICES:**

7.1 None.

**8.0 REVIEW AND APPROVALS:**

8.1	PREPARED BY:		10/02
		Jim Romero, City Manager	DATE
8.2	REVIEWED BY:		10/14/02
		Kathryn Raveling, Finance Director	DATE
8.3	REVIEWED BY:		10/11/02
		Bruce Thompson, City Attorney	DATE
8.4	APPROVED BY:		10/17/02
		Jim Romero, City Manager	DATE

## **APPENDIX K**

### **FEDERAL FORMS**



# FEDERAL FORMS

## A.11 ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*

49 C.F.R. part 622, subpart C

### Applicability to Contracts

The Energy Policy and Conservation requirements are applicable to all contracts. The Recipient agrees to, and assures that its sub recipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

### Flow Down

These requirements extend to all third party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

### Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. Recipients can draw on the following language for inclusion in their federally funded procurements.

### Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **A.14 LOBBYING RESTRICTIONS**

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

### **Applicability to Contracts**

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### **Flow Down**

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

### **Model Clause/Language**

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

#### **Lobbying Restrictions**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## **A.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

### Applicability to Contracts

The No Obligation clause applies to all third party contracts that are federally funded.

### Flow Down

The No Obligation clause extends to all third party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

### Model Clause/Language

There is no required language for the No Obligations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

### No Federal Government Obligation to Third Parties.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## A.18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

### Applicability to Contracts

The Program Fraud clause applies to all third party contracts that are federally funded.

### Flow Down

The Program Fraud clause extends to all third party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

### Model Clause/Language

There is no required language for the Program Fraud clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

### Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right

to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **A.25 TERMINATION**

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

### **Applicability to Contracts**

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

### **Flow Down**

For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and sub recipients and their subcontracts at every tier.

### **Model Clause/Language**

There is no required language for the Terminations clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

### **Termination for Convenience (General Provision)**

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

### **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor

fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.



#### Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

#### Termination for Convenience (Professional or Transit Service Contracts)

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for

supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

#### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, AGENCY may

terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the AGENCY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the AGENCY resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the AGENCY in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of AGENCY, acts of another contractor in the performance of a contract with AGENCY, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies AGENCY in writing of the causes of delay. If, in the judgment of AGENCY, the delay is excusable, the time for completing the work shall be extended. The judgment of AGENCY shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of AGENCY.

#### Termination for Convenience or Default (Architect and Engineering)

The AGENCY may terminate this contract in whole or in part, for the AGENCY's convenience or because of the failure of the Contractor to fulfill the contract obligations. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the AGENCY's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. AGENCY has a royalty-free, nonexclusive, and irrevocable license to

reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the AGENCY, the AGENCY's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the AGENCY may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the AGENCY.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of AGENCY.

#### Termination for Convenience or Default (Cost-Type Contracts)

The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **A.13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I) Executive Order 12549

Executive Order 12689

#### **Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

#### **Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

### Model Clause/Language

There is no required language for the Debarment and Suspension clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

#### Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **A.14 CIVIL RIGHTS LAWS AND REGULATIONS**

### **Applicability to Contracts**

The following Federal Civil Rights laws and regulations apply to all contracts.

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
  - a. **Nondiscrimination in Federal Public Transportation Programs.** 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
  - b. **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.* and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 *et seq.*, and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 *et seq.*, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age

Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

#### Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

#### Model Clause/Language

Every federally funded contract must include an Equal Opportunity clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

#### Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements



FTA may issue.

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42

U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **49 C.F.R. part 26**

#### Background and Applicability

The Disadvantaged Business Enterprise (DBE) program applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year. All FTA recipients above this threshold must submit a DBE program and overall triennial goal for DBE participation. The overall goal reflects the anticipated amount of DBE participation on DOT-assisted contracts. As part of its DBE program, FTA recipients must require that each transit vehicle manufacturer (TVM), as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, certify that it has complied with the requirements of 49 C.F.R. § 26.49. Only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved at the time of solicitation, are eligible to bid.

FTA recipients must meet the maximum feasible portion of their overall goal using race-neutral methods. Where appropriate, however, recipients are responsible for establishing DBE contract goals on individual DOT-assisted contracts. FTA recipients may use contract goals only on those DOT-assisted contracts that have subcontracting responsibilities. See 49 C.F.R. § 26.51(e). Furthermore, while FTA recipients are not required to set a contract goal on every DOT-assisted contract, they are responsible for achieving their overall program goals by administering their DBE program in good faith.

FTA recipients and third party contractors can obtain information about the DBE program at the following website locations:

[Federal Transit Administration website Disadvantaged Business Enterprise page click here](#)

[Department of Transportation website Disadvantaged Business Enterprise Program click here](#)

### Flow Down

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

### Clause Language

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the

specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

### Overview

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENC

### Contract Assurance

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

### DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

### DBE Participation Goal

The DBE participation goal for this Contract is set at \_\_\_\_%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** \_\_\_\_% of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

### Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar

value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.

2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.

3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.

4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

### Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and

available means within sufficient time to allow DBEs to respond to the solicitation;

4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.



The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

#### Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's [Contact Name]. The [Contact Name] will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

### Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

### Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the [Agency Name1] and [Agency Name2]. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

#### Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

## DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner  
(please check the appropriate space):

\_\_\_\_\_ The Bidder/Offer is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract.

\_\_\_\_\_ The Bidder/Offeror (if unable to meet the DBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

## DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

### **DBE IDENTIFICATION AND INFORMATION FORM**

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

**APPENDIX L**  
**SANTA FE TRAILS BUS SCHEDULES AND MAPS**

# SANTA FE TRAILS BUS SCHEDULES AND MAPS

ROUTE 1 - DOWNTOWN - AGUA FRIA -TIERRA CONTENTA - SANTA FE PLACE													
WEEKDAY OUTBOUND							WEEKDAY INBOUND						
Downtown n Transit Center <b>7</b>	Agua Fria @ Camino Alire OB <b>6</b>	Agua Fria @ Osage OB <b>5</b>	Agua Fria @ Siler OB <b>4</b>	Agua Fria @ Jemez OB <b>3</b>	San Felipe @ Airport Road OB <b>2</b>	Santa Fe Place <b>1</b>	Santa Fe Place <b>1</b>	San Felipe @ Airport Road IB <b>2</b>	Agua Fria @ Jemez IB <b>3</b>	Agua Fria @ Siler IB <b>4</b>	Agua Fria @ Osage IB <b>5</b>	Agua Fria @ Camino Alire IB <b>6</b>	Downtown n Transit Center <b>7</b>
ROUTE 1 - DOWNTOWN - AGUA FRIA -TIERRA CONTENTA - SANTA FE PLACE ON DEMAND SERVICES AVAILBLE FROM 5:30AM TO 6:30AM													
-	-	-	-	-	-	-	7:00a	7:14a	7:7a	7:24a	7:27a	7:30a	7:38a
8:30a	8:38a	8:42a	8:45a	8:52a	8:54a	9:08a	8:11a	8:25a	8:28a	8:35a	8:38a	8:41a	8:49a
9:30a	9:38a	9:42a	9:45a	9:52a	9:54a	10:08a	9:15a	9:29a	9:32a	9:39a	9:42a	9:45a	9:53a
10:30a	10:38a	10:42a	10:45a	10:52a	10:54a	11:08a	10:15a	10:29a	10:32a	10:39a	10:42a	10:45a	10:53a
11:30a	11:38a	11:42a	11:45a	11:52a	11:54a	12:08p	11:15a	11:29a	11:32a	11:39a	11:42a	11:45a	11:53a
12:30p	12:38p	12:42p	12:45p	12:52p	12:54p	1:08p	12:15p	12:29p	12:32p	12:39p	12:42p	12:45p	12:53p
1:30p	1:38p	1:42p	1:45p	1:52p	1:54p	2:08p	1:15p	1:29p	1:32p	1:39p	1:42p	1:45p	1:53p
2:30p	2:38p	2:42p	2:45p	2:52p	2:54p	3:08p	2:15p	2:29p	2:32p	2:39p	2:42p	2:45p	2:53p
3:30p	3:38p	3:42p	3:45p	3:52p	3:54p	4:08p	3:15p	3:29p	3:32p	3:39p	3:42p	3:45p	3:53p
4:30p	4:38p	4:42p	4:45p	4:52p	4:54p	5:08p	4:15p	4:29p	4:32p	4:39p	4:42p	4:45p	4:53p
5:30p	5:38p	5:42p	5:45p	5:52p	5:54p	6:08p	5:15p	5:29p	5:32p	5:39p	5:42p	5:45p	5:53p
6:30p	6:38p	6:42p	6:45p	6:52p	6:54p	7:08p	6:15p	6:29p	6:32p	6:39p	6:42p	6:45p	6:53p
							7:15p	7:29p	7:32p	7:39p	7:42p	7:45p	7:53p
ROUTE 1 - DOWNTOWN - AGUA FRIA -TIERRA CONTENTA - SANTA FE PLACE ON DEMAND SERVICES AVAILBLE FROM 8:30PM TO 9:30PM													

ROUTE 1 - DOWNTOWN - AGUA FRIA -TIERRA CONTENTA - SANTA FE PLACE													
SATURDAY OUTBOUND							SATURDAY INBOUND						
Downtown Transit Center ⑦	Agua Fria @ Camino Alire OB ⑥	Agua Fria @ Osage OB ⑤	Agua Fria @ Siler OB ④	Agua Fria @ Jemez OB ③	San Felipe @ Airport Road OB ②	Santa Fe Place ①	Santa Fe Place ①	San Felipe @ Airport Road IB ②	Agua Fria @ Jemez IB ③	Agua Fria @ Siler IB ④	Agua Fria @ Osage IB ⑤	Agua Fria @ Camino Alire IB ⑥	Downtown Transit Center ⑦
8:30a	8:38a	8:42a	8:45a	8:52a	8:54a	9:08a	9:15a	9:29a	9:32a	9:39a	9:42a	9:45a	9:53a
9:30a	9:38a	9:42a	9:45a	9:52a	9:54a	10:08a	10:15a	10:29a	10:32a	10:39a	10:42a	10:45a	10:53a
10:30a	10:38a	10:42a	10:45a	10:52a	10:54a	11:08a	11:15a	11:29a	11:32a	11:39a	11:42a	11:45a	11:53a
11:30a	11:38a	11:42a	11:45a	11:52a	11:54a	12:08p	12:15p	12:29p	12:32p	12:39p	12:42p	12:45p	12:53p
12:30p	12:38p	12:42p	12:45p	12:52p	12:54p	1:08p	1:15p	1:29p	1:32p	1:39p	1:42p	1:45p	1:53p
1:30p	1:38p	1:42p	1:45p	1:52p	1:54p	2:08p	2:15p	2:29p	2:32p	2:39p	2:42p	2:45p	2:53p
2:30p	2:38p	2:42p	2:45p	2:52p	2:54p	3:08p	3:15p	3:29p	3:32p	3:39p	3:42p	3:45p	3:53p
3:30p	3:38p	3:42p	3:45p	3:52p	3:54p	4:08p	4:15p	4:29p	4:32p	4:39p	4:42p	4:45p	4:53p
4:30p	4:38p	4:42p	4:45p	4:52p	4:54p	5:08p	5:15p	5:29p	5:32p	5:39p	5:42p	5:45p	5:53p
5:30p	5:38p	5:42p	5:45p	5:52p	5:54p	6:08p	-	-	-	-	-	-	-
ROUTE 1 - DOWNTOWN - AGUA FRIA -TIERRA CONTENTA - SANTA FE PLACE ON DEMAND SERVICES AVAILABLE FROM 6:30PM TO 7:30PM ON SATURDAY													

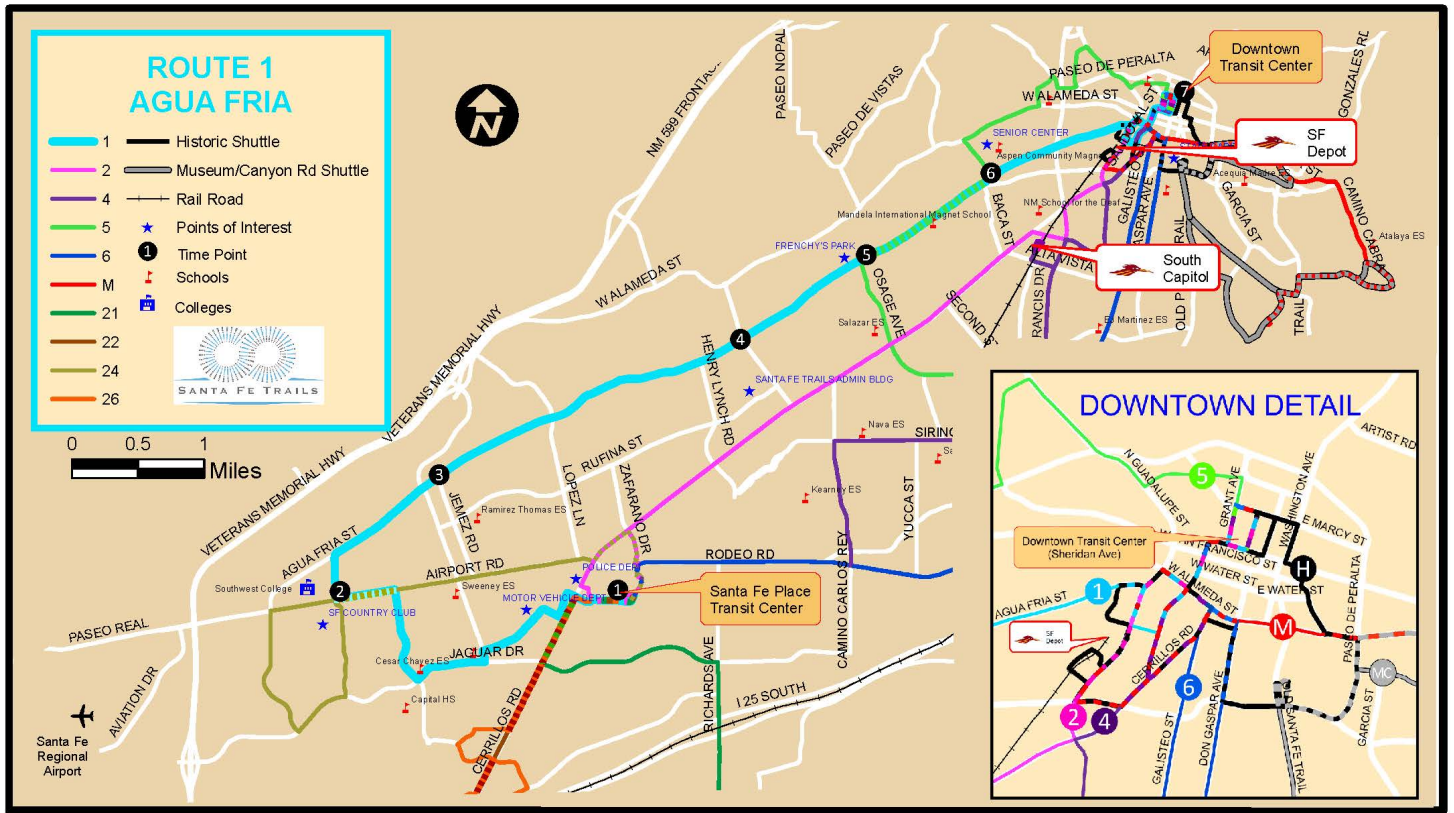
ROUTE 1 - DOWNTOWN - AGUA FRIA -TIERRA CONTENTA - SANTA FE PLACE

SUNDAY OUTBOUND

SUNDAY INBOUND

Downtown Transit Center ⑦	Agua Fria @ Camino Alire OB ⑥	Agua Fria @ Osage OB ⑤	Agua Fria @ Siler OB ④	Agua Fria @ Jemez OB ③	San Felipe @ Airport Road OB ②	Santa Fe Place ①	Santa Fe Place ①	San Felipe @ Airport Road IB ②	Agua Fria @ Jemez IB ③	Agua Fria @ Siler IB ④	Agua Fria @ Osage IB ⑤	Agua Fria @ Camino Alire IB ⑥	Downtown Transit Center ⑦
8:30a	8:38a	8:42a	8:45a	8:52a	8:54a	9:08a	9:15a	9:29a	9:32a	9:39a	9:42a	9:45a	9:53a
9:30a	9:38a	9:42a	9:45a	9:52a	9:54a	10:08a	10:15a	10:29a	10:32a	10:39a	10:42a	10:45a	10:53a
10:30a	10:38a	10:42a	10:45a	10:52a	10:54a	11:08a	11:15a	11:29a	11:32a	11:39a	11:42a	11:45a	11:53a
11:30a	11:38a	11:42a	11:45a	11:52a	11:54a	12:08p	12:15p	12:29p	12:32p	12:39p	12:42p	12:45p	12:53p
12:30p	12:38p	12:42p	12:45p	12:52p	12:54p	1:08p	1:15p	1:29p	1:32p	1:39p	1:42p	1:45p	1:53p
1:30p	1:38p	1:42p	1:45p	1:52p	1:54p	2:08p	2:15p	2:29p	2:32p	2:39p	2:42p	2:45p	2:53p
2:30p	2:38p	2:42p	2:45p	2:52p	2:54p	3:08p	3:15p	3:29p	3:32p	3:39p	3:42p	3:45p	3:53p
3:30p	3:38p	3:42p	3:45p	3:52p	3:54p	4:08p	4:15p	4:29p	4:32p	4:39p	4:42p	4:45p	4:53p
4:30p	4:38p	4:42p	4:45p	4:52p	4:54p	5:08p	5:15p	5:29p	5:32p	5:39p	5:42p	5:45p	5:53p
5:30p	5:38p	5:42p	5:45p	5:52p	5:54p	6:08p	-	-	-	-	-	-	-





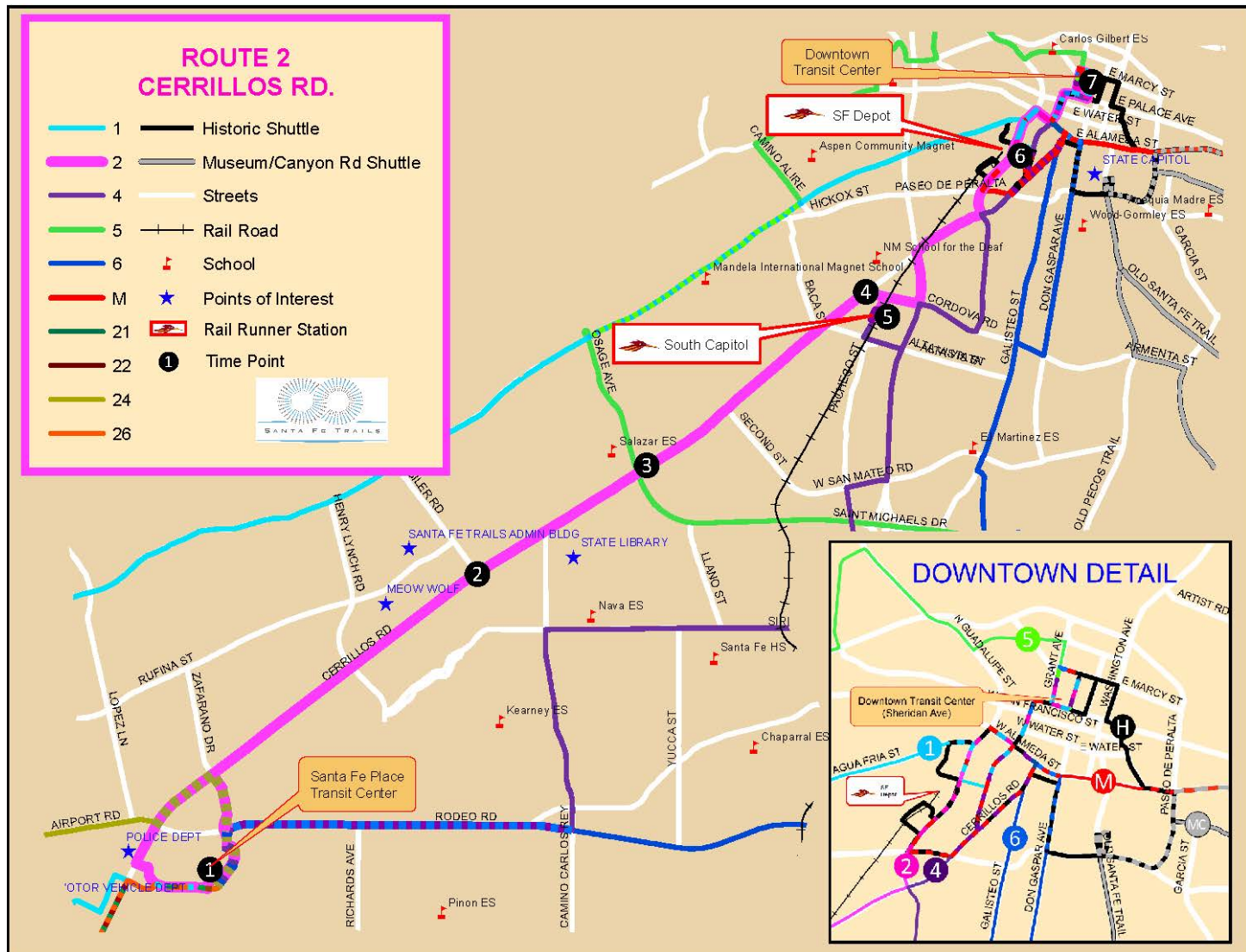
ROUTE 2 - DOWNTOWN - GUADALUPE - CERRILLOS - SANTA FE PLACE													
WEEKDAY OUTBOUND							WEEKDAY INBOUND						
Downtown Transit Center ⑦	Guadalupe @ Garfield OB ⑥	St. Francis @ Cordova R-2 OB ⑤	South Capitol Station ④	Cerrillos @ Llano OB ③	Cerrillos @ Siler OB ②	Santa Fe Place ①	Santa Fe Place ①	Cerrillos @ Siler IB ②	Cerrillos @ Llano IB ③	South Capitol Station ④	Cordova @ St. Francis IB ⑤	Guadalupe @ Montezuma IB ⑥	Downtown Transit Center ⑦
5:30a	EXPRESS		5:40a	EXPRESS		5:50a	5:50a	EXPRESS		6:00a	EXPRESS		6:10a
6:10a	EXPRESS		6:20a	EXPRESS		6:30a	6:30a	EXPRESS		6:40a	EXPRESS		6:50a
6:30a	6:33a	6:38a	6:40a	6:43a	6:47a	6:59a	7:09a	7:21a	7:25a	7:28a	7:30a	7:35a	7:38a
6:52a	6:55a	7:00a	7:02a	7:03a	7:07a	7:19a	7:29a	7:41a	7:45a	7:48a	7:50a	7:55a	7:58a
7:12a	7:14a	7:19a	7:21a	7:24a	7:28a	7:40a	7:50a	8:02a	8:06a	8:09a	8:11a	8:16a	8:19a
7:22a	7:25a	7:30a	7:32a	7:35a	7:39a	7:51a	8:05a	8:17a	8:21a	8:24a	8:26a	8:31a	8:34a
7:35a	7:38a	7:43a	7:45a	7:48a	7:52a	8:04a	8:35a	8:47a	8:51a	8:54a	8:56a	9:01a	9:04a
7:57a	8:00a	8:05a	8:07a	8:10a	8:14a	8:26a	8:50a	9:02a	9:06a	9:09a	9:11a	9:16a	9:19a
8:12a	8:15a	8:20a	8:22a	8:25a	8:29a	8:41a	9:05a	9:17a	9:21a	9:24a	9:26a	9:31a	9:34a
8:27a	8:30a	8:35a	8:37a	8:40a	8:44a	8:56a	9:20a	9:32a	9:36a	9:39a	9:41a	9:46a	9:49a
8:42a	8:45a	8:50a	8:52a	8:55a	8:59a	9:11a	9:35a	9:47a	9:51a	9:54a	9:56a	10:01a	10:04a
9:12a	9:15a	9:20a	9:22a	9:25a	9:29a	9:41a	9:48a	10:00a	10:04a	10:07a	10:09a	10:14a	10:17a
9:27a	9:30a	9:35a	9:37a	9:40a	9:44a	9:56a	10:03a	10:15a	10:19a	10:22a	10:24a	10:29a	10:32a
9:42a	9:45a	9:50a	9:52a	9:55a	9:59a	10:11a	10:18a	10:30a	10:34a	10:37a	10:39a	10:44a	10:47a
9:57a	10:00a	10:05a	10:07a	10:10a	10:14a	10:26a	10:33a	10:45a	10:49a	10:52a	10:54a	10:59a	11:02a
10:12a	10:15a	10:20a	10:22a	10:25a	10:29a	10:41a	10:48a	11:00a	11:04a	11:07a	11:09a	11:14a	11:17a
10:27a	10:30a	10:35a	10:37a	10:40a	10:44a	10:56a	11:03a	11:15a	11:19a	11:22a	11:24a	11:29a	11:32a
10:42a	10:45a	10:50a	10:51a	10:55a	10:59a	11:11a	11:18a	11:30a	11:34a	11:36a	11:39a	11:44a	11:47a
10:57a	11:00a	11:05a	11:07a	11:10a	11:14a	11:26a	11:33a	11:45a	11:49a	11:52a	11:54a	11:59a	12:02p
11:12a	11:15a	11:20a	11:22a	11:25a	11:29a	11:41a	11:48a	12:00p	12:04p	12:07p	12:09p	12:14p	12:17p
11:27a	11:30a	11:35a	11:37a	11:40a	11:44a	11:56a	12:03p	12:15p	12:19p	12:22p	12:24p	12:29p	12:32p
11:42a	11:45a	11:50a	11:52a	11:55a	11:59a	12:11p	12:18p	12:30p	12:34p	12:37p	12:39p	12:44p	12:47p
11:57a	12:00p	12:05p	12:06p	12:10p	12:14p	12:26p	12:33p	12:45p	12:49p	12:52p	12:54p	12:59p	1:02p
12:12p	12:15p	12:20p	12:22p	12:25p	12:29a	12:41p	12:48a	1:00p	1:04p	1:07p	1:09p	1:14p	1:17p
12:27p	12:30p	12:35p	12:37p	12:40p	12:44p	12:56p	1:03p	1:15p	1:19p	1:22p	1:24p	1:29p	1:32p
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5:57p	6:00p	6:05p	6:07p	6:10p	6:14p	6:26p	6:35p	6:47p	6:51p	6:54p	6:56p	7:01p	7:04p
6:25p	6:28p	6:33p	6:35p	6:38p	6:42p	6:54p	7:14p	7:26p	7:30p	7:33p	7:35p	7:40p	7:43p
6:55p	6:58p	7:03p	7:05p	7:08p	7:12p	7:24p	7:44p	7:56p	8:00p	8:03p	8:05p	8:10p	8:13p
7:25p	7:28p	7:33p	7:35p	7:38p	7:42p	7:54p	8:14p	8:26p	8:30p	8:32p	8:35p	8:40p	8:43p
7:55p	7:58p	8:03p	8:05p	8:08p	8:12p	8:24p	8:44p	8:56p	9:00p	9:03p	9:05p	9:10p	9:13p
8:25p	8:28p	8:33p	8:35p	8:38p	8:42p	8:54p	-	-	-	-	-	-	-
8:55p	EXPRESS		9:05p	EXPRESS		9:15p	9:15p	EXPRESS		9:25p	EXPRESS		9:35p
9:35p	EXPRESS		9:45p	EXPRESS		9:55p	-	-	-	-	-	-	-
PM Blacked out trips will be running on express service we end service at 10pm													

ROUTE 2 - DOWNTOWN - GUADALUPE - CERRILLOS - SANTA FE PLACE													
SATURDAY OUTBOUND							SATURDAY INBOUND						
Downtown Transit Center ⑦	Guadalupe @ Garfield OB ⑥	St. Francis @ Cordova R. 2 OB ⑤	South Capitol Station ④	Cerrillos @ Llano OB ③	Cerrillos @ Siler OB ②	Santa Fe Place ①	Santa Fe Place ①	Cerrillos @ Siler IB ②	Cerrillos @ Llano IB ③	South Capitol Station ④	Cordova @ St. Francis IB ⑤	Guadalupe @ Montezuma IB ⑥	Downtown Transit Center ⑦
-	-	-	-	-	-	-	8:45a	8:57a	9:01a	9:04a	9:06a	9:11a	9:14a
8:25a	8:28a	8:33a	8:35a	8:38a	8:42a	8:54a	9:15a	9:27a	9:31a	9:34a	9:36a	9:41a	9:44a
-	-	-	-	-	-	-	9:45a	9:57a	10:01a	10:04a	10:06a	10:11a	10:14a
9:25a	9:28a	9:33a	9:35a	9:38a	9:42a	9:54a	10:15a	10:27a	10:31a	10:34a	10:36a	10:41a	10:44a
9:55a	9:58a	10:03a	10:05a	10:08a	10:12a	10:24a	10:45a	10:57a	11:01a	11:04a	11:06a	11:11a	11:14a
10:25a	10:28a	10:33a	10:35a	10:38a	10:42a	10:54a	11:15a	11:27a	11:31a	11:34a	11:36a	11:41a	11:44a
10:55a	10:58a	11:03a	11:05a	11:08a	11:12a	11:24a	11:45a	11:57a	12:01a	12:04p	12:06a	12:11a	12:14a
11:25a	11:28a	11:33a	11:35a	11:38a	11:42a	11:54a	12:15a	12:27a	12:31a	12:34p	12:36a	12:41p	12:44a
11:55a	11:58a	12:03a	12:05p	12:08a	12:12a	12:24a	12:45a	12:57a	1:01p	1:04p	1:06p	1:11p	1:14p
12:25p	12:28a	12:33a	12:35p	12:38a	12:42a	12:54a	1:15p	1:27p	1:31p	1:34p	1:36p	1:41p	1:44p
12:55p	12:01p	1:03p	1:05p	1:08p	1:12p	1:24p	1:45p	1:57p	2:01p	2:04p	2:06p	2:11p	2:14p
1:25p	1:28p	1:33p	1:35p	1:38p	1:42p	1:54p	2:15p	2:27p	2:31p	2:34p	2:36p	2:41p	2:44p
1:55p	1:58p	2:03p	2:05pm	2:08p	2:12p	2:24p	2:45p	2:57p	3:01p	3:04p	3:06p	3:11p	3:14p
2:25p	2:28p	2:33p	2:35p	2:38p	2:42p	2:54p	3:15p	3:27p	3:31p	3:34p	3:36p	3:41p	3:44p
2:55p	2:58p	3:03p	3:05p	3:08p	3:12p	3:24p	3:45p	3:57p	4:01p	4:04p	4:06p	4:11p	4:14p
3:25p	3:28p	3:33p	3:35p	3:38p	3:42p	3:54p	4:15p	4:27p	4:31p	4:34p	4:36p	4:41p	4:44p
3:55p	3:58p	4:03p	4:05p	4:08p	4:12p	4:24p	4:45p	4:57p	5:01p	5:04p	5:06p	5:11p	5:14p
4:25p	4:28p	4:33p	4:35p	4:38p	4:42p	4:54p	5:15p	5:27p	5:31p	5:34p	5:36p	5:41p	5:44p
5:25p	5:28p	5:33p	5:35p	5:38p	5:42p	5:54p	6:15p	6:27p	6:31p	6:34p	6:36p	6:41p	6:44p
5:55p	5:58p	6:03p	6:05p	6:08p	6:12p	6:24p	6:45p	6:57p	7:01p	7:04p	7:06p	7:11p	7:14p
6:25p	6:28p	6:33p	6:35p	6:38p	6:42p	6:54p	7:15p	7:27p	7:31p	7:34p	7:36p	7:41p	7:44p
6:55p	6:58p	7:03p	7:05p	7:08p	7:12p	7:24p	-	-	-	-	-	-	-
7:25p	7:28p	7:33p	7:35p	7:38p	7:42p	7:54p	-	-	-	-	-	-	-
NO ON DEMAND SERVICES AVAILABLE FOR ROUTE 2 ON SATURDAY													



ROUTE 2 - DOWNTOWN - GUADALUPE - CERRILLOS - SANTA FE PLACE	
SUNDAY OUTBOUND	SUNDAY INBOUND
10:00 AM	10:00 AM
10:15 AM	10:15 AM
10:30 AM	10:30 AM
10:45 AM	10:45 AM
11:00 AM	11:00 AM
11:15 AM	11:15 AM
11:30 AM	11:30 AM
11:45 AM	11:45 AM
12:00 PM	12:00 PM
12:15 PM	12:15 PM
12:30 PM	12:30 PM
12:45 PM	12:45 PM
1:00 PM	1:00 PM
1:15 PM	1:15 PM
1:30 PM	1:30 PM
1:45 PM	1:45 PM
2:00 PM	2:00 PM
2:15 PM	2:15 PM
2:30 PM	2:30 PM
2:45 PM	2:45 PM
3:00 PM	3:00 PM
3:15 PM	3:15 PM
3:30 PM	3:30 PM
3:45 PM	3:45 PM
4:00 PM	4:00 PM
4:15 PM	4:15 PM
4:30 PM	4:30 PM
4:45 PM	4:45 PM
5:00 PM	5:00 PM
5:15 PM	5:15 PM
5:30 PM	5:30 PM
5:45 PM	5:45 PM
6:00 PM	6:00 PM
6:15 PM	6:15 PM
6:30 PM	6:30 PM
6:45 PM	6:45 PM
7:00 PM	7:00 PM
7:15 PM	7:15 PM
7:30 PM	7:30 PM
7:45 PM	7:45 PM
8:00 PM	8:00 PM
8:15 PM	8:15 PM
8:30 PM	8:30 PM
8:45 PM	8:45 PM
9:00 PM	9:00 PM
9:15 PM	9:15 PM
9:30 PM	9:30 PM
9:45 PM	9:45 PM
10:00 PM	10:00 PM

Downtown Transit Center	Guadalupe @ Garfield OB	St. Francis @ Cordova R-2 OB	South Capitol Station	Cerrillos @ Llano OB	Cerrillos @ Siler OB	Santa Fe Place	Santa Fe Place	Cerrillos @ Siler IB	Cerrillos @ Llano IB	South Capitol Station	Cordova @ St. Francis IB	Guadalupe @ Montezuma IB	Downtown Transit Center
7	6	5	4	3	2	1	1	2	3	4	5	6	7
-	-	-	-	-	-	-	8:45a	8:57a	9:01a	9:04a	9:06a	9:11a	9:14a
8:25a	8:28a	8:33a	8:35a	8:38a	8:42a	8:54a	9:15a	9:27a	9:31a	9:34a	9:36a	9:41a	9:44a
-	-	-	-	-	-	-	9:45a	9:57a	10:01a	10:04a	10:06a	10:11a	10:14a
9:25a	9:28a	9:33a	9:35a	9:38a	9:42a	9:54a	10:15a	10:27a	10:31a	10:34a	10:36a	10:41a	10:44a
9:55a	9:58a	10:03a	10:05a	10:08a	10:12a	10:24a	10:45a	10:57a	11:01a	11:04a	11:06a	11:11a	11:14a
10:25a	10:28a	10:33a	10:35a	10:38a	10:42a	10:54a	11:15a	11:27a	11:31a	11:34a	11:36a	11:41a	11:44a
10:55a	10:58a	11:03a	11:05a	11:08a	11:12a	11:24a	11:45a	11:57a	12:01a	12:04p	12:06a	12:11a	12:14a
11:25a	11:28a	11:33a	11:35a	11:38a	11:42a	11:54a	12:15a	12:27a	12:31a	12:34p	12:36a	12:41p	12:44a
11:55a	11:58a	12:03a	12:05p	12:08a	12:12a	12:24a	12:45a	12:57a	1:01p	1:04p	1:06p	1:11p	1:14p
12:25p	12:28a	12:33a	12:35p	12:38a	12:42a	12:54a	1:15p	1:27p	1:31p	1:34p	1:36p	1:41p	1:44p
12:55p	12:01p	1:03p	1:05p	1:08p	1:12p	1:24p	1:45p	1:57p	2:01p	2:04p	2:06p	2:11p	2:14p
1:25p	1:28p	1:33p	1:35p	1:38p	1:42p	1:54p	2:15p	2:27p	2:31p	2:34p	2:36p	2:41p	2:44p
1:55p	1:58p	2:03p	2:05pm	2:08p	2:12p	2:24p	2:45p	2:57p	3:01p	3:04p	3:06p	3:11p	3:14p
2:25p	2:28p	2:33p	2:35p	2:38p	2:42p	2:54p	3:15p	3:27p	3:31p	3:34p	3:36p	3:41p	3:44p
2:55p	2:58p	3:03p	3:05p	3:08p	3:12p	3:24p	3:45p	3:57p	4:01p	4:04p	4:06p	4:11p	4:14p
3:25p	3:28p	3:33p	3:35p	3:38p	3:42p	3:54p	4:15p	4:27p	4:31p	4:34p	4:36p	4:41p	4:44p
3:55p	3:58p	4:03p	4:05p	4:08p	4:12p	4:24p	4:45p	4:57p	5:01p	5:04p	5:06p	5:11p	5:14p
4:25p	4:28p	4:33p	4:35p	4:38p	4:42p	4:54p	5:15p	5:27p	5:31p	5:34p	5:36p	5:41p	5:44p
5:25p	5:28p	5:33p	5:35p	5:38p	5:42p	5:54p	6:15p	6:27p	6:31p	6:34p	6:36p	6:41p	6:44p



ROUTE 4 - DOWNTOWN - ST FRANCIS - SIRINGO - CAMINO CARLOS REY - SANTA FE PLACE													
WEEKDAY OUTBOUND							WEEKDAY INBOUND						
Downtown Transit Center <b>7</b>	St. Francis @ Cordova R4 OB <b>6</b>	South Capitol Station <b>5</b>	Pacheco @ St. Michael's OB <b>4</b>	Camino Carlos Rey @ Siringo OB <b>3</b>	Camino Carlos Rey @ Calle Serena OB <b>2</b>	Santa Fe Place <b>1</b>	Santa Fe Place <b>1</b>	Camino Carlos Rey @ Calle Serena IB <b>2</b>	Siringo @ Camino Carlos Rey IB <b>3</b>	Pacheco @ St. Michael's IB <b>4</b>	South Capitol Station <b>5</b>	St. Francis @ Cordova IB <b>6</b>	Downtown Transit Center <b>7</b>
ROUTE 4 - DOWNTOWN - CORDOVA - PACHECO/SAN MATEO - CAM. CARLOS REY - SANTA FE PLACE													
ON DEMAND SERVICES AVAILABLE FROM 5:30AM TO 7:00AM													
7:38a	EXPRESS RT-4		7:50a	EXPRESS RT-4		8:05a	-	-	-	-	-	-	-
8:03a	8:12a	8:14a	8:20a	8:28a	8:33a	8:40a	8:45a	8:51a	8:56a	9:04a	9:09a	9:10a	9:20a
9:03a	9:12a	9:13a	9:18a	9:26a	9:31a	9:38a	9:45a	9:51a	9:56a	10:04a	10:05a	10:10a	10:20a
10:03a	10:12a	10:13a	10:18a	10:26a	10:31a	10:38a	10:45a	10:51a	10:56a	11:04a	11:10a	11:12a	11:22a
11:03a	11:12a	11:14a	11:20a	11:28a	11:33a	11:40a	11:45a	11:51a	11:56a	12:04p	12:09p	12:10p	12:20p
12:03p	12:12p	12:13p	12:18p	12:26p	12:31p	12:38p	12:45p	12:51p	12:56p	1:04p	1:05p	1:12p	1:22p
1:03p	1:12p	1:13p	1:20p	1:28p	1:33p	1:40p	1:45p	1:51p	1:56p	2:04p	2:05p	2:10p	2:20p
2:03p	2:12p	2:13p	2:18p	2:26p	2:31p	2:38p	2:45p	2:51p	2:56p	3:04p	3:05p	3:10p	3:20p
3:03p	3:12p	3:13p	3:18p	3:26p	3:31p	3:38p	3:45p	3:51p	3:56p	4:04p	4:05p	4:10p	4:20p
4:03p	4:12p	4:13p	4:20p	4:28p	4:33p	4:40p	4:45p	4:51p	4:56p	5:04p	5:10p	5:10p	5:20p
5:03p	5:12p	5:13p	5:18p	5:26p	5:31p	5:38p	5:45p	5:51p	5:56p	6:04p	6:10p	6:12p	6:22p
6:03p	6:12p	6:14p	6:20p	6:28p	6:33p	6:40p	6:45p	6:51p	6:56p	7:04p	7:09p	7:10p	7:20p
ROUTE 4 - DOWNTOWN - CORDOVA - PACHECO/SAN MATEO - CAM. CARLOS REY - SANTA FE PLACE													
ON DEMAND SERVICES AVAILABLE FROM 7:30PM TO 9:30PM													

ROUTE 4 - DOWNTOWN - ST FRANCIS - SIRINGO - CAMINO CARLOS REY - SANTA FE PLACE													
SATURDAY OUTBOUND							SATURDAY INBOUND						
Downtown Transit Center <b>7</b>	St. Francis @ Cordova R-4 OB <b>6</b>	South Capitol Station <b>5</b>	Pacheco @ St. Michael's OB <b>4</b>	Camino Carlos Rey @ Siringo OB <b>3</b>	Camino Carlos Rey @ Calle Serena OB <b>2</b>	Santa Fe Place <b>1</b>	Santa Fe Place <b>1</b>	Camino Carlos Rey @ Calle Serena IB <b>2</b>	Siringo @ Camino Carlos Rey IB <b>3</b>	Pacheco @ St. Michael's IB <b>4</b>	South Capitol Station <b>5</b>	St. Francis @ Cordova IB <b>6</b>	Downtown Transit Center <b>7</b>
9:00a	9:09a	9:11a	9:15a	9:23a	9:28a	9:35a	9:42a	9:48a	9:53a	10:01a	10:06a	10:11a	10:23a
10:00a	10:09a	10:11a	10:15a	10:23a	10:28a	10:35a	10:42a	10:48a	10:53a	11:01a	11:06a	11:13a	11:25a
11:00a	11:09a	11:11a	11:15a	11:23a	11:28a	11:35a	11:42a	11:48a	11:53a	12:01p	12:06p	12:06p	12:18p
12:00p	12:09p	12:11p	12:15p	12:23p	12:28p	12:35p	12:42p	12:48p	12:53p	1:01p	1:06p	1:06p	1:18p
1:00p	1:09p	1:11p	1:15p	1:23p	1:28p	1:35p	1:42p	1:48p	1:53p	2:01p	2:06p	2:06p	2:18p
2:00p	2:09p	2:11p	2:15p	2:23p	2:28p	2:35p	2:42p	2:48p	2:53p	3:01p	3:06p	3:06p	3:18p
3:00p	3:09p	3:11p	3:15p	3:23p	3:28p	3:35p	3:42p	3:48p	3:53p	4:01p	4:06p	4:06p	4:18p
4:00p	4:09p	4:11p	4:15p	4:23p	4:28p	4:35p	4:42p	4:48p	4:53p	5:01p	5:06p	5:06p	5:18p
5:00p	5:09p	5:11p	5:15p	5:23p	5:28p	5:35p	5:42p	5:48p	5:53p	6:01p	6:06p	6:06p	6:18p
ROUTE 4 - DOWNTOWN - CORDOVA - PACHECO/SAN MATEO - CAM. CARLOS REY - SANTA FE PLACE ON DEMAND SERVICES AVAILABLE FROM 6:30PM TO 7:30PM ON SATURDAY													

**ROUTE 4 - DOWNTOWN - ST FRANCIS - SIRINGO - CAMINO CARLOS REY - SANTA FE PLACE**  
**SUNDAY OUTBOUND** **SUNDAY INBOUND**

<b>7</b> Downtown Transit Center	<b>6</b> St. Francis @ Cordova R-4 OB	<b>5</b> South Capitol Station	<b>4</b> Pacheco @ St. Michael's OB	<b>3</b> Camino Carlos Rey @ Siringo OB	<b>2</b> Camino Carlos Rey @ Calle Serena OB	<b>1</b> Santa Fe Place	<b>1</b> Santa Fe Place	<b>2</b> Camino Carlos Rey @ Calle Serena IB	<b>3</b> Siringo @ Camino Carlos Rey IB	<b>4</b> Pacheco @ St. Michael's IB	<b>5</b> South Capitol Station	<b>6</b> St. Francis @ Cordova IB	<b>7</b> Downtown Transit Center
9:00a	9:09a	9:11a	9:15a	9:23a	9:28a	9:35a	9:42a	9:48a	9:53a	10:01a	10:06a	10:11a	10:18a
10:00a	10:09a	10:11a	10:15a	10:23a	10:28a	10:35a	10:42a	10:48a	10:53a	11:01a	11:06a	11:11a	11:18a
11:00a	11:09a	11:11a	11:15a	11:23a	11:28a	11:35a	11:42a	11:48a	11:53a	12:01p	12:06p	12:11p	12:18p
12:00p	12:09p	12:11p	12:15p	12:23p	12:28p	12:35p	12:42p	12:48p	12:53p	1:01p	1:06p	1:11p	1:18p
1:00p	1:09p	1:11p	1:15p	1:23p	1:28p	1:35p	1:42p	1:48p	1:53p	2:01p	2:06p	2:11p	2:18p
2:00p	2:09p	2:11p	2:15p	2:23p	2:28p	2:35p	2:42p	2:48p	2:53p	3:01p	3:06p	3:11p	3:18p
3:00p	3:09p	3:11p	3:15p	3:23p	3:28p	3:35p	3:42p	3:48p	3:53p	4:01p	4:06p	4:11p	4:18p
4:00p	4:09p	4:11p	4:15p	4:23p	4:28p	4:35p	4:42p	4:48p	4:53p	5:01p	5:06p	5:11p	5:18p
5:00p	5:09p	5:11p	5:15p	5:23p	5:28p	5:35p	5:42p	5:48p	5:53p	6:01p	6:06p	6:11p	6:18p





ROUTE 5 - DOWNTOWN - WEST ALAMEDA - AGUA FRIA - ST. MICHAEL'S - CROSSTOWN

WEEKDAY OUTBOUND

WEEKDAY INBOUND

Downtown Transit Center 7	Sabino @ Guadalupe OB 6	Camino Alire @ Paseo De La Conquistadora OB 5	Frenchy's Park 4	Osage @ Rosina OB 3	St. Michael's @ Pacheco OB 2	Saint Vincent Hospital 1	Saint Vincent Hospital 1	St. Michael's @ Pacheco IB 2	Osage @ Rosina IB 3	Frenchy's Park 4	Camino Alire @ Paseo De La Conquistadora IB 5	Sabino @ Guadalupe IB 6	Downtown Transit Center 7
-	-	-	-	-	-	-	-	-	-	6:26a	6:29a	6:38a	6:45a
-	-	-	6:40a	6:44a	6:47a	6:50a	7:15a	7:19a	7:22a	7:26a	7:29a	7:38a	7:45a
7:29a	7:36a	7:45a	7:48a	7:52a	7:55a	8:00a	8:15a	8:19a	8:22a	8:26a	8:29a	8:38a	8:45a
8:27a	8:34a	8:43a	8:46a	8:50a	8:53a	8:58a	9:10a	9:14a	9:17a	9:21a	9:24a	9:33a	9:40a
9:29a	9:36a	9:45a	9:48a	9:52a	9:55a	10:00a	10:10a	10:14a	10:17a	10:21a	10:24a	10:33a	10:40a
10:44a	10:51a	11:00a	11:03a	11:07a	11:10a	11:15a	11:25a	11:29a	11:32a	11:36a	11:39a	11:48a	11:55a
11:57a	12:04p	12:13p	12:16p	12:20p	12:23p	12:28p	12:40p	12:44p	12:47p	12:51p	12:54p	1:03p	1:10p
12:57p	1:04p	1:13p	1:16p	1:20p	1:23p	1:28p	1:40p	1:44p	1:47p	1:51p	1:54p	2:03p	2:10p
1:57p	2:04p	2:13p	2:16p	2:20p	2:23p	2:28p	2:40p	2:44p	2:47p	2:51p	2:54p	3:03p	3:10p
2:57p	3:04p	3:13p	3:16p	3:20p	3:23p	3:28p	3:40p	3:44p	3:47p	3:51p	3:54p	4:03p	4:10p
3:57p	4:04p	4:13p	4:16p	4:20p	4:23p	4:28p	4:40p	4:44p	4:47p	4:51p	4:54p	5:03p	5:10p
4:57p	5:04p	5:13p	5:16p	5:20p	5:23p	5:28p	5:40p	5:44p	5:47p	5:51p	5:54p	6:03p	6:10p
5:57p	6:04p	6:13p	6:16p	6:20p	6:23p	6:28p	6:40p	6:44p	6:47p	6:51p	6:54p	7:03p	7:10p
6:57p	7:04p	7:13p	7:16p	7:20p	7:23p	7:28p	7:40p	7:44p	7:47p	7:51p	-	-	-

**Blacked out trips will be on-demand-** To request an on-demand trip, please call the SF Trails Call Center at #955-2001. The Call Center Representative will request the following information: your name, your location, your final destination and a brief clothing description.

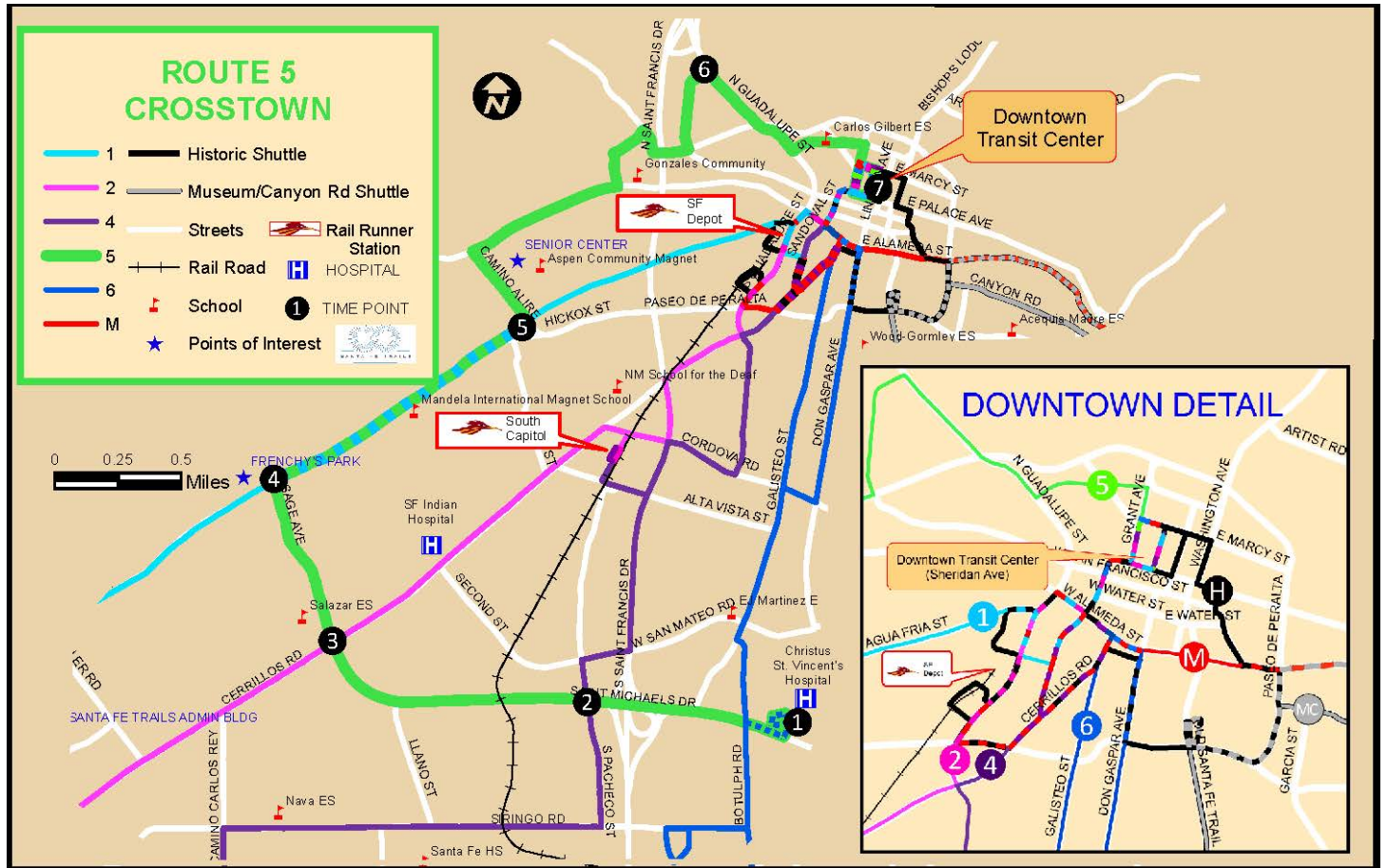
ROUTE 5 - DOWNTOWN - WEST ALAMEDA - AGUA FRIA - ST. MICHAEL'S - CROSSTOWN

SATURDAY OUTBOUND

SATURDAY INBOUND

Downtown Transit Center ⑦	Sabino @ Guadalupe OB ⑥	Camino Alire @ Paseo De La Conquistadora OB ⑤	Frenchy's Park ④	Osage @ Rosina OB ③	St. Michael's @ Pacheco OB ②	Saint Vincent Hospital ①	Saint Vincent Hospital ①	St. Michael's @ Pacheco IB ②	Osage @ Rosina IB ③	Frenchy's Park ④	Camino Alire @ Paseo De La Conquistadora IB ⑤	Sabino @ Guadalupe IB ⑥	Downtown Transit Center ⑦
-	-	-	9:20a	9:24a	9:26a	9:31a	9:41a	9:45a	9:48a	9:52a	9:55a	10:04a	10:11a
10:00a	10:07a	10:16a	10:19a	10:23a	10:26a	10:31a	10:45a	10:49a	10:52a	10:56a	10:59a	11:08a	11:15a
10:55a	11:02a	11:11a	11:15a	11:20a	11:25a	11:30a	11:45a	11:49a	11:52a	11:56a	11:59a	12:08p	12:15p
11:55a	12:02p	12:11p	12:15p	12:20p	12:25p	12:30p	12:45p	12:49p	12:52p	12:56p	12:59p	1:08p	1:15p
12:55p	1:02p	1:11p	1:15p	1:20p	1:25p	1:30p	1:45p	1:49p	1:52p	1:56p	1:59p	2:08p	2:15p
1:55p	2:02p	2:11p	2:15p	2:20p	2:25p	2:30p	2:45p	2:49p	2:52p	2:56p	2:59p	3:08p	3:15p
2:55p	3:02p	3:11p	3:15p	3:20p	3:25p	3:30p	3:45p	3:49p	3:52p	3:56p	3:59p	4:08p	4:15p
3:55p	4:02p	4:11p	4:15p	4:20p	4:25p	4:30p	4:45p	4:49p	4:52p	4:56p	4:59p	5:08p	5:15p
4:55p	5:02p	5:11p	5:15p	-	-	-	-	-	-	-	-	-	-

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**ROUTE 6 DOWNTOWN - GALISTEO - ST. VINCENT'S HOSPITAL - ST. FRANCIS - RODEO  
PARK EAST - CHAVEZ CENTER - SANTA FE PLACE  
SATURDAY OUTBOUND SATURDAY INBOUND**

Downtown Transit Center ⑤	Saint Vincent Hospital ④	Rodeo Park East @ Rodeo IB/OB ③	Rodeo @ Camino Carlos Rey OB ②	Santa Fe Place ①	Santa Fe Place ①	Rodeo @ Camino Carlos Rey IB ②	Rodeo Park East @ Rodeo IB/OB ③	Saint Vincent Hospital ④	Downtown Transit Center ⑤
-	-	-	-	-	9:11a	9:17a	9:24a	9:42a	9:57a
9:16a	9:31a	9:49a	9:56a	10:03a	10:06a	10:12a	10:19a	10:37a	10:52a
10:16a	10:31a	10:49a	10:56a	11:03a	11:06a	11:12a	11:19a	11:37a	11:52a
11:16a	11:31a	11:49a	11:56a	12:03p	12:06p	12:12p	12:19p	12:37p	12:52p
12:16p	12:31p	12:49p	12:56p	1:03p	1:06p	1:12p	1:19p	1:37p	1:52p
1:16p	1:31p	1:49p	1:56p	2:03p	2:06p	2:12p	2:19p	2:37p	2:52p
2:16p	2:31p	2:49p	2:56p	3:03p	3:06p	3:12p	3:19p	3:37p	3:52p
3:16p	3:31p	3:49p	3:56p	4:03p	4:06p	4:12p	4:19p	4:37p	4:52p
4:16p	4:31p	4:49p	4:56p	5:03p	5:06p	5:12p	5:19p	5:37p	5:52p
5:16p	5:31p	5:49p	5:56p	6:03p	6:06p	6:12p	6:19p	6:37p	6:52p
6:16p	6:31p	6:49p	6:56p	7:03p	-	-	-	-	-

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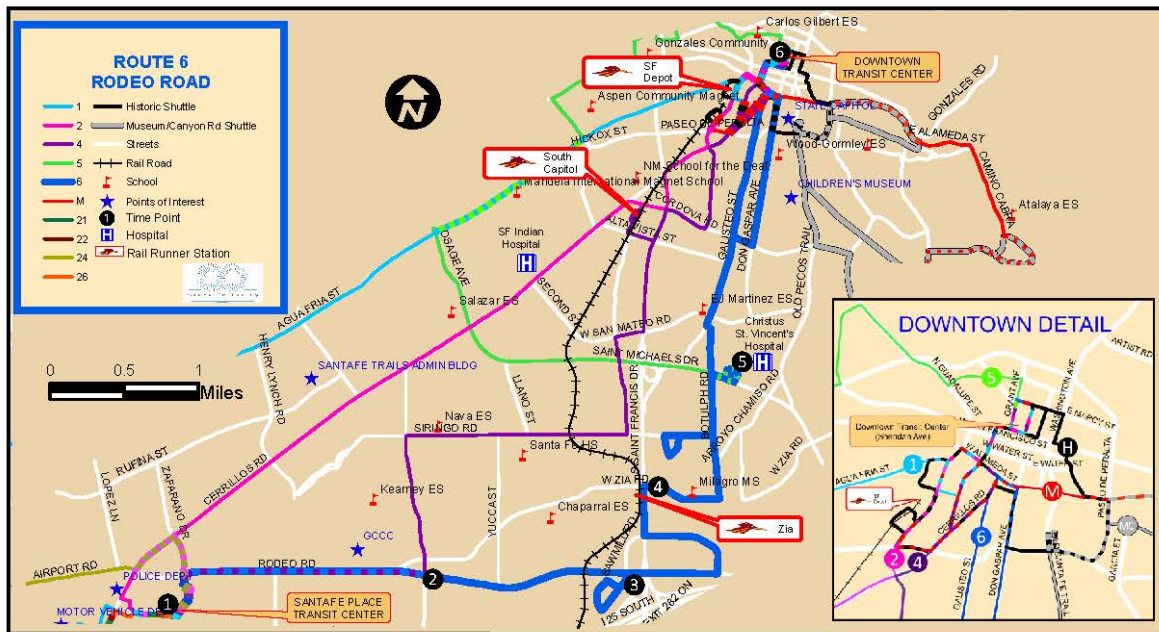
**ROUTE 6 DOWNTOWN - GALISTEO - ST. VINCENT'S HOSPITAL - ST. FRANCIS - RODEO PARK EAST -  
CHAVEZ CENTER - SANTA FE PLACE**

**WEEKDAY OUTBOUND**

**WEEKDAY INBOUND**

Downtown Transit Center <b>⑥</b>	Saint Vincent Hospital <b>⑤</b>	Zia @ St. Francis OB <b>④</b>	Rodeo Park East @ Rodeo IB/OB <b>③</b>	Rodeo @ Camino Carlos Rey OB <b>②</b>	Santa Fe Place <b>①</b>	Santa Fe Place <b>①</b>	Rodeo @ Camino Carlos Rey IB <b>②</b>	Rodeo Park East @ Rodeo IB/OB <b>③</b>	Zia @ St. Francis IB <b>④</b>	Saint Vincent Hospital <b>⑤</b>	Downtown Transit Center <b>⑥</b>
-	-	-	-	-	-	5:41a	5:47a	5:54a	6:01a	6:12a	6:27a
-	-	-	-	-	-	6:41a	6:47a	6:54a	7:01a	7:12a	7:27a
6:45a	7:00a	7:09a	7:18a	7:25a	7:32a	7:35a	7:41a	7:48a	7:55a	8:06a	8:21a
7:45a	8:00a	8:09a	8:18a	8:25a	8:32a	8:35a	8:41a	8:48a	8:55a	9:06a	9:21a
8:45a	9:00a	9:09a	9:18a	9:25a	9:32a	9:35a	9:41a	9:48a	9:55a	10:06a	10:21a
10:15a	10:30a	10:39a	10:48a	10:55a	11:02a	11:05a	11:12a	11:19a	11:26a	11:37a	11:52a
11:15a	11:30a	11:39a	11:48a	11:55a	12:02p	12:05p	12:12p	12:19p	12:26p	12:37p	12:52p
12:15p	12:30p	12:39p	12:48p	12:55p	1:02p	1:05p	1:12p	1:19p	1:26p	1:37p	1:52p
1:15p	1:30p	1:39p	1:48p	1:55p	2:02p	2:05p	2:12p	2:19p	2:26p	2:37p	2:52p
2:15p	2:30p	2:39p	2:48p	2:55p	3:02p	3:05p	3:12p	3:19p	3:26p	3:37p	3:52p
3:15p	3:30p	3:39p	3:48p	3:55p	4:02p	4:05p	4:12p	4:19p	4:26p	4:37p	4:52p
4:15p	4:30p	4:39p	4:48p	4:55p	5:02p	5:05p	5:12p	5:19p	5:26p	5:37p	5:52p
5:15p	5:30p	5:39p	5:48p	5:55p	6:02p	6:05p	6:12p	6:19p	6:26p	6:37p	6:52p
6:15p	6:30p	6:39p	6:48p	6:55p	7:02p	7:05p	7:11p	7:18p	7:25p	7:36p	7:51p
7:15p	7:30p	7:39p	7:48p	7:55p	8:02p	-	-	-	-	-	-

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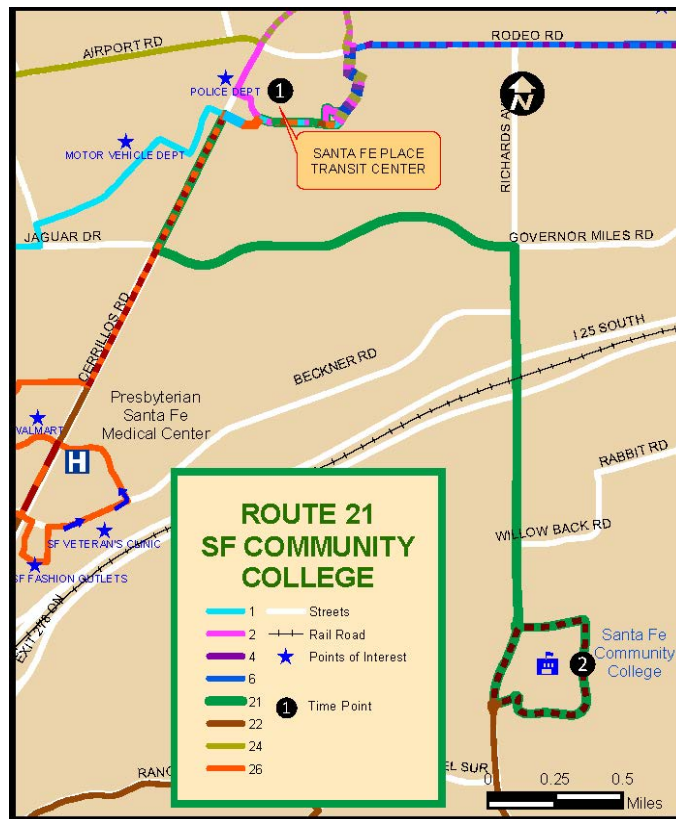


ROUTE 21 - SANTA FE PLACE - SANTA FE COMMUNITY  
COLLEGE  
WEEKDAY INBOUND WEEKDAY OUTBOUND

	Santa Fe Community college ②	Santa Fe Place ①	Santa Fe Place ①	Santa Fe Community college ②	
	-	-	7:30a	7:44a	
	7:45a	8:00a	8:40a	8:54a	
	8:55a	9:10a	9:50a	10:04a	
	10:05a	10:20a	11:00a	11:14a	
	11:15a	11:30a	12:10p	12:24p	
	12:25p	12:40p	1:20p	1:34p	
	1:35p	1:50p	2:30p	2:44p	
	2:45p	3:00p	3:40p	3:54p	
	3:55p	4:10p	4:50p	5:04p	
	5:05p	5:20p	6:00p	6:14p	
	6:15p	6:30p	7:10p	7:24p	
	7:24p	7:40p	8:20p	8:34p	
	8:35p	8:50p	9:35p	9:49p	
	9:49p	10:04p	-	-	

**Blacked out trips will be on-demand-** To request an on-demand trip, please call the SF Trails Call Center at #955-2001. The Call Center Representative will request the following information: your name, your location, your final destination and a brief clothing description.





ROUTE 22 - SANTA FE PLACE - IAIA - RANCHO VIEJO SFCC

WEEKDAY INBOUND

WEEKDAY OUTBOUND

Santa Fe Community College ⑥	Richards @ Dalton Pass IB ⑤	A Van Nu Po @ IAIA IB ④	NM 599 Rail Runner Station ③	Cerrillos @ Herrera IB ②	Santa Fe Place ①	Santa Fe Place ①	Cerrillos @ Herrera OB ②	NM 599 Rail Runner Station ③	A Van Nu Po @ IAIA OB ④	Richards @ Flowering Wells OB ⑤	Santa Fe Community College ⑥
-	-	-	-	-	-	7:09a	7:14a	7:34a	7:37a	7:41a	
7:44a	7:48a	7:51a		8:04a	8:09a	8:20a	8:25a	8:53a	8:56a	9:00a	
9:01a	9:05a	9:08a		9:21a	9:25a	9:30a	9:35a	9:47a	9:50a	9:54a	
9:57a	10:01a	10:04a		10:17a	10:22a	10:30a	10:35a	10:47a	10:50a	10:54a	
10:57a	11:01a	11:04a		11:17a	11:22a	11:30a	11:35a	11:47a	11:50a	11:54a	
11:57a	12:01p	12:04p		12:17p	12:22p	12:30p	12:35p	12:47p	12:50p	12:54p	
12:57p	1:01p	1:04p		1:17p	1:22p	1:30p	1:35p	1:47p	1:50p	1:54p	
1:57p	2:01p	2:04p		2:17p	2:22p	2:30p	2:35p	2:47p	2:50p	2:54p	
2:57p	3:01p	3:04p		3:17p	3:22p	3:30p	3:35p	3:49p	3:52p	3:56p	
4:02p	4:06p	4:09p		4:33p	4:38p	4:44p	4:49p	5:01p	5:04p	5:08p	
5:14p	5:18p	5:21p		5:52p	5:57p	6:00p	6:05p	6:17p	6:20p	6:24p	

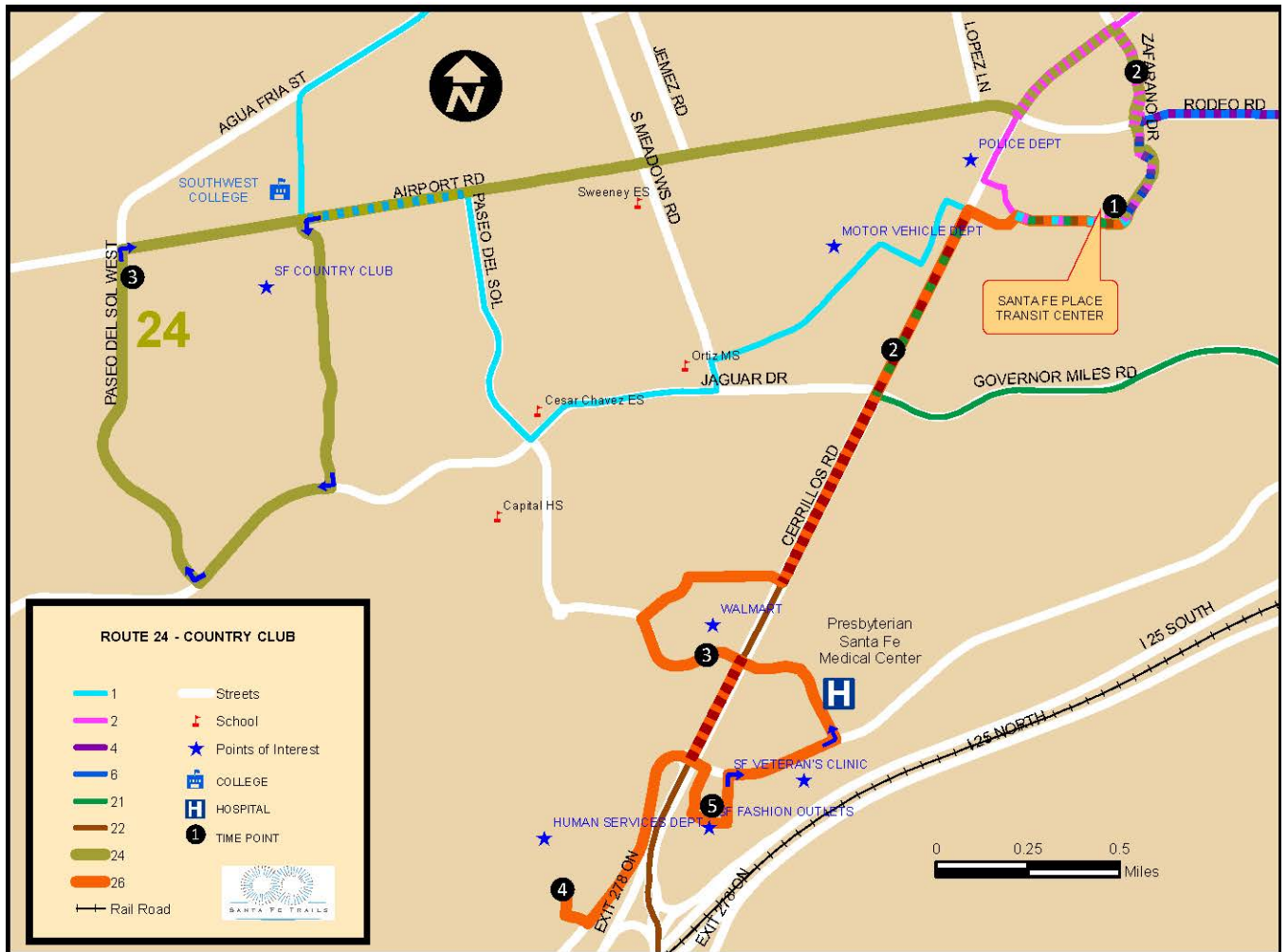
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ROUTE 24 - SANTA FE PLACE - TIERRA CONTENTA - COUNTRY					
WEEKDAY OUTBOUND			WEEKDAY INBOUND		
Santa Fe Place 1	Zafarano @ Camino de los Arroyos OB 2	Paseo Del Sol West @ Airport Road 3	Paseo Del Sol West @ Airport Road 3	Zafarano @ Camino de los Arroyos IB 2	Santa Fe Place 1
ROUTE 24 - SANTA FE PLACE - ZAFARANO - PASEO DEL SOL WEST - SANTA FE PLACE ON DEMAND SERVICES AVAILBLE FROM 5:30AM TO 6:45AM					
7:15a	7:18a	7:30a	7:30a	7:52a	7:55a
8:03a	8:06a	8:18a	8:18a	8:30a	8:33a
9:13a	9:16a	9:28a	9:28a	9:40a	9:43a
10:23a	10:26a	10:38a	10:38a	10:50a	10:53a
11:33a	11:36a	11:48a	11:48a	12:00p	12:03p
12:43p	12:46p	12:58p	12:58p	1:10p	1:13p
1:53p	1:56p	2:08p	2:08p	2:20p	2:23p
3:03p	3:06p	3:18p	3:18p	3:30p	3:33p
4:13p	4:16p	4:28p	4:28p	4:40p	4:43p
5:23p	5:26p	5:38p	5:38p	5:50p	5:53p
6:33p	6:36p	6:48p	6:48p	7:00p	7:03p
7:08p	7:11p	7:23p	7:23p	7:35p	7:38p
7:43p	7:46p	7:58p	7:58p	8:10p	8:13p
ROUTE 24 - SANTA FE PLACE - ZAFARANO - PASEO DEL SOL WEST - SANTA FE PLACE ON DEMAND SERVICES AVAILBLE FROM 8:30PM TO 9:30PM					

SATURDAY						SUNDAY					
ROUTE 24 - SANTA FE PLACE - TIERRA CONTENTA - COUNTRY CLUB						ROUTE 24 - SANTA FE PLACE - TIERRA CONTENTA - COUNTRY CLUB					
SATURDAY OUTBOUND			SATURDAY INBOUND			SUNDAY OUTBOUND			SUNDAY INBOUND		
1 Santa Fe Place	2 Zafarano @ Camino de los Arroyos OB	3 Paseo Del Sol West @ Airport Road	3 Paseo Del Sol West @ Airport Road	2 Zafarano @ Camino de los Arroyos IB	1 Santa Fe Place	1 Santa Fe Place	2 Zafarano @ Camino de los Arroyos OB	3 Paseo Del Sol West @ Airport Road	3 Paseo Del Sol West @ Airport Road	2 Zafarano @ Camino de los Arroyos IB	1 Santa Fe Place
-	-	-	8:18a	8:30a	8:33a	-	-	-	8:18a	8:30a	8:33a
9:13a	9:16a	9:28a	9:28a	9:40a	9:43a	9:13a	9:16a	9:28a	9:28a	9:40a	9:43a
10:23a	10:26a	10:38a	10:38a	10:50a	10:53a	10:23a	10:26a	10:38a	10:38a	10:50a	10:53a
11:33a	11:36a	11:48a	11:48a	12:00p	12:03p	11:33a	11:36a	11:48a	11:48a	12:00p	12:03p
12:43p	12:46p	12:58p	12:58p	1:10p	1:13p	12:43p	12:46p	12:58p	12:58p	1:10p	1:13p
1:53p	1:56p	2:08p	2:08p	2:20p	2:23p	1:53p	1:56p	2:08p	2:08p	2:20p	2:23p
3:03p	3:06p	3:18p	3:18p	3:30p	3:33p	3:03p	3:06p	3:18p	3:18p	3:30p	3:33p
4:13p	4:16p	4:28p	4:28p	4:40p	4:43p	4:13p	4:16p	4:28p	4:28p	4:40p	4:43p
5:23p	5:26p	5:38p	5:38p	5:50p	5:53p	5:23p	5:26p	5:38p	-	-	-
6:33p	6:36p	6:48p	-	-	-						

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**ROUTE 26 - SANTA FE PLACE - SOUTH CERRILLOS RD. - SANTA FE FASHION OUTLETS**

**ROUTE 26 - SANTA FE PLACE - CRISTOS - HERRERA- HUMAN SERVICES - FASHION OUTLET MALL**  
ON DEMAND SERVICES AVAILABLE FROM 5:30AM TO 7:00AM

**WEEKDAY OUTBOUND**

**WEEKDAY INBOUND**

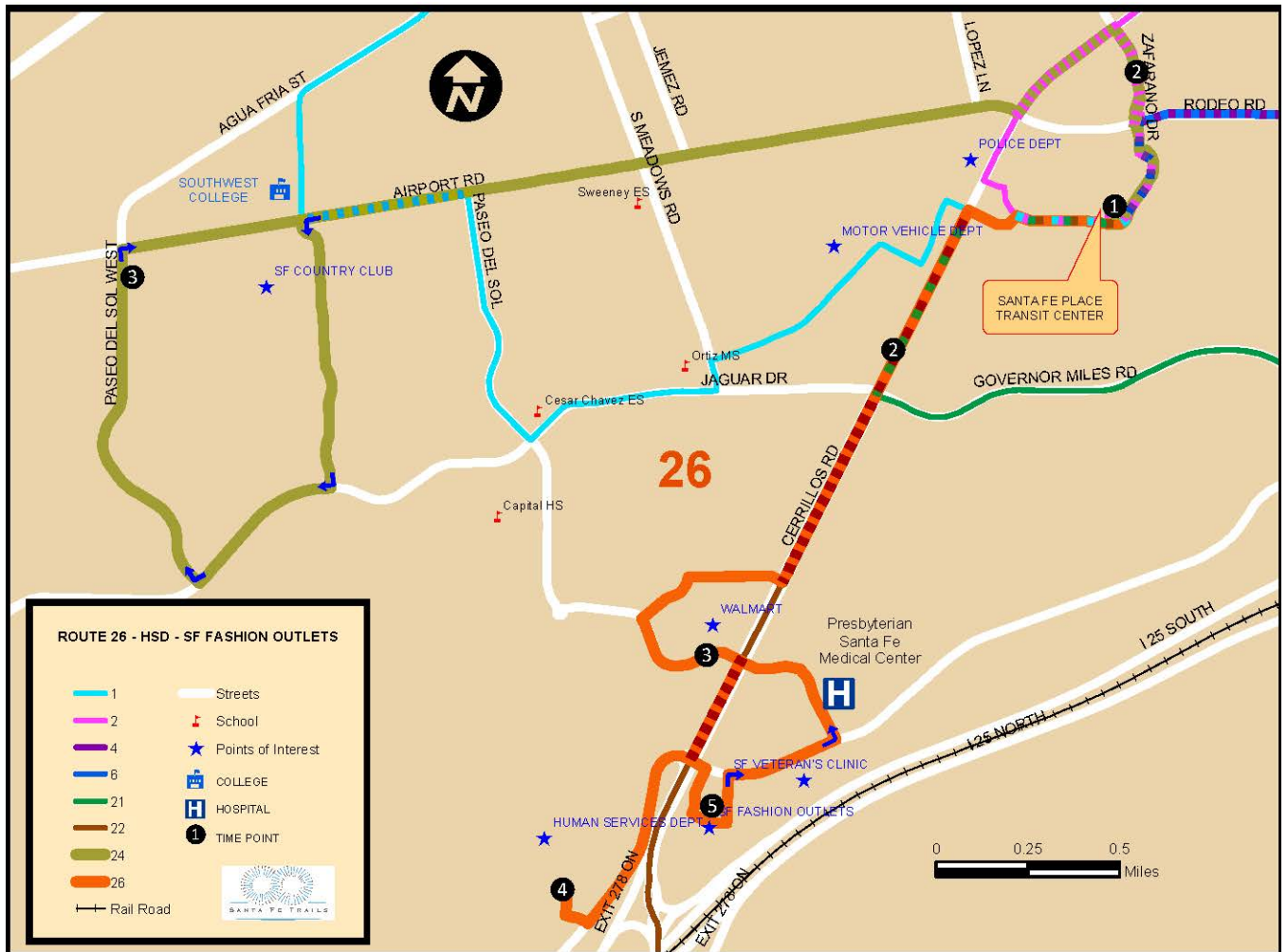
Santa Fe Place ①	Cerrillos @ Cristos OB ②	Herrera @ Cerrillos OB ③	Human Services Department ④	Fashion Outlet Mall ⑤	Fashion Outlet Mall ⑤	Herrera @ Cerrillos IB ③	Cerrillos @ Cristos IB ②	Santa Fe Place ①
8:38a	8:41a	8:45a	8:49a	8:53a	8:55a	8:59a	9:02a	9:08a
9:48a	9:51a	9:55a	9:59a	10:03a	10:05a	10:09a	10:12p	10:18a
10:58a	11:01a	11:05a	11:09a	11:13a	11:15a	11:19a	11:22a	11:28a
12:08p	12:11p	12:15p	12:19p	12:23p	12:25p	12:29p	12:32p	12:38p
1:18p	1:21p	1:25p	1:29p	1:33p	1:35p	1:39p	1:42p	1:48p
2:28p	2:31p	2:35p	2:39p	2:43p	2:45p	2:49p	2:52p	2:58p
3:38p	3:41p	3:45p	3:49p	3:53p	3:55p	3:59p	4:02p	4:08p
4:48p	4:51p	4:55p	4:59p	5:03p	5:05p	5:09p	5:12p	5:18p
5:58p	6:01p	6:05p	6:09p	6:13p	6:15p	6:09p	6:22p	6:28p

**ROUTE 26 - SANTA FE PLACE - CRISTOS - HERRERA- HUMAN SERVICES - FASHION OUTLET MALL**  
ON DEMAND SERVICES AVAILABLE FROM 6:30PM TO 9:30PM



SATURDAY										SUNDAY									
ROUTE 26 - SANTA FE PLACE - SOUTH CERRILLOS RD. - SANTA FE FASHION OUTLETS										ROUTE 26 - SANTA FE PLACE - SOUTH CERRILLOS RD. - SANTA FE FASHION OUTLETS									
SATURDAY INBOUND					SATURDAY OUTBOUND					SUNDAY OUTBOUND					SUNDAY INBOUND				
Santa Fe Place ①	Cerrillos @ Cristos OB ②	Herrera @ Cerrillos OB ③	Human Services Department ④	Fashion Outlet Mall ⑤	Fashion Outlet Mall ⑤	Herrera @ Cerrillos IB ③	Cerrillos @ Cristos IB ②	Santa Fe Place ①		Santa Fe Place ①	Cerrillos @ Cristos OB ②	Herrera @ Cerrillos OB ③	Human Services Department ④	Fashion Outlet Mall ⑤	Fashion Outlet Mall ⑤	Herrera @ Cerrillos IB ③	Cerrillos @ Cristos IB ②	Santa Fe Place ①	
8:38a	8:41a	8:45a	8:49a	8:53a	8:55a	8:59a	9:02a	9:08a		8:38a	8:41a	8:45a	8:49a	8:53a	8:55a	8:59a	9:02a	9:08a	
9:48a	9:51a	9:55a	9:59a	10:03a	10:05a	10:09a	10:12p	10:18a		9:48a	9:51a	9:55a	9:59a	10:03a	10:05a	10:09a	10:12p	10:18a	
10:58a	11:01a	11:05a	11:09a	11:13a	11:15a	11:19a	11:22a	11:28a		10:58a	11:01a	11:05a	11:09a	11:13a	11:15a	11:19a	11:22a	11:28a	
12:08p	12:11a	12:15a	12:19a	12:23a	12:25p	12:29a	12:32a	12:38p		12:08p	12:11a	12:15a	12:19a	12:23a	12:25p	12:29a	12:32a	12:38p	
1:18p	1:21p	1:25p	1:29p	1:33p	1:35p	1:39p	1:42p	1:48p		1:18p	1:21p	1:25p	1:29p	1:33p	1:35p	1:39p	1:42p	1:48p	
2:28p	2:31p	2:35p	2:39p	2:43p	2:45p	2:49p	2:52p	2:58p		2:28p	2:31p	2:35p	2:39p	2:43p	2:45p	2:49p	2:52p	2:58p	
3:38p	3:41p	3:45p	3:49p	3:53p	3:55p	3:59p	4:02p	4:08p		3:38p	3:41p	3:45p	3:49p	3:53p	3:55p	3:59p	4:02p	4:08p	
4:48p	4:51p	4:55p	4:59p	5:03p	5:05p	5:09p	5:12p	5:18p		4:48p	4:51p	4:55p	4:59p	5:03p	5:05p	5:09p	5:12p	5:18p	
5:58p	6:01p	6:05p	6:09p	6:13p	6:15p	6:09p	6:22p	6:28p		-	-	-	-	-	-	-	-	-	
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**ROUTE M - DOWNTOWN - E. ALAMEDA - ST. JOHN'S COLLEGE - MUSEUM HILL**  
**WEEKDAY OUTBOUND** **WEEKDAY INBOUND**

Downtown Transit Center <b>④</b>	Guadalupe @ Garfield OB <b>③</b>	Camino Cabra @ Cristo Rey OB <b>②</b>	Cam. Lejo @ Museum of Int'l. Folk Art <b>①</b>	Cam. Lejo @ Museum of Int'l. Folk Art <b>①</b>	Camino Cabra @ Cristo Rey IB <b>②</b>	Guadalupe @ Montezuma IB <b>③</b>	Downtown Transit Center <b>④</b>
6:50a	6:55a	7:05a	7:12a	7:13a	7:19a	7:29a	7:34a
7:50a	7:55a	8:05a	8:12a	8:13a	8:19a	8:29a	8:34a
8:50a	8:55a	9:05a	9:12a	9:13a	9:19a	9:29a	9:34a
9:50a	9:55a	10:05a	10:12a	10:13a	10:19a	10:29a	10:34a
10:50a	10:55a	11:05a	11:12a	11:13a	11:19a	11:29a	11:34a
12:20p	12:25p	12:35p	12:42p	12:43p	12:49p	12:59p	1:04p
1:20p	1:25p	1:35p	1:42p	1:43p	1:49p	1:59p	2:04p
2:20p	2:25p	2:35p	2:42p	2:43p	2:49p	2:59p	3:04p
3:20p	3:25p	3:35p	3:42p	3:43p	3:49p	3:59p	4:04p
4:15p	4:20p	4:30p	4:37p	4:37p	4:43p	4:53p	4:58p
5:20p	5:25p	5:35p	5:42p	5:43p	5:49p	5:59p	6:04p
6:20p	6:25p	6:35p	6:42p	6:43p	6:49p	6:59p	7:04p
7:20p	7:25p	7:35p	7:42p	7:43p	7:49p	7:59p	8:04p

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