



# CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor


EC-19-354

Mayor Timothy M. Keller

## INTER-OFFICE MEMORANDUM

January 9, 2019

**TO:** Klarissa J. Peña, President, City Council

**FROM:** Timothy M. Keller 

**SUBJECT:** Mayor's Recommendation of Award (ROA) for RFP No. 2019000023,  
"Advertising for Transit Vehicles and Bus Shelters".

The City of Albuquerque's Transit Department, in conjunction with the Department of Finance Purchasing Division, issued the RFP for Advertising for Transit Vehicles and Bus Shelters.

The RFP was posted on the Purchasing E-Procurement, Sicomm.net website on September 25, 2018 and advertised in the Albuquerque Journal.

The City received a total of one (1) response to the solicitation for "Advertising for Transit Vehicles and Bus Shelters".

The ad hoc evaluation committee evaluated and scored the responses, in accordance with the evaluation criteria published in the RFP.

The ad hoc committee recommends award to Lamar Advertising.

Lamar Advertising



3670

I concur with this recommendation.

The City of Albuquerque's Transit Department will manage this contract.

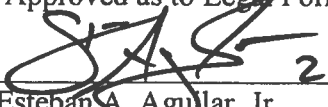
Mayor's Recommendation of Award (ROA) for RFP No. 201900023, "Advertising  
for Transit Vehicles and Bus Shelters".

Approved:

  
\_\_\_\_\_  
Sarita Nair                      Date  
 Chief Administrative Officer

3/3/19

Approved as to Legal Form:

  
\_\_\_\_\_  
Esteban A. Aguilar, Jr.                      Date  
City Attorney

2-12-19



Recommended:

  
\_\_\_\_\_  
Bernie R. Toon                      Date  
Transit Director

2/5/19

## **Cover Analysis**

### **1. What is it?**

Recommendation of Award - Lamar - Advertising for Transit Vehicles and Bus Shelters

### **2. What will this piece of legislation do?**

This legislation authorizes the City of Albuquerque to award to Lamar Advertising, LLC, advertising services for Transit Vehicles and Bus Shelters.

### **3. Why is this project needed?**

Advertising is needed to provide additional revenue for the Transit Operating Fund in support of transit operations. The revenue will support the desired community condition for safe and affordable integrated transportation options.

### **4. How much will it cost and what is the funding source?**

N/A

### **5. Is there a revenue source associated with this contract? If so, what level of income is projected?**

Yes, annual revenue of \$400,000 is guaranteed. Additional revenue is possible annually up to 50% of sales revenue.

# FISCAL IMPACT ANALYSIS

## ROA Lamar - Advertising for Transit Vehicles and Bus Shelters

R: O:  
FUND: 661  
DEPT: Transit

No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.

X (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2019	2020	2021	Total
Base Salary/Wages	-	-	-	-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses	-	-	-	-
Property	-	-	-	-
Indirect Costs 1.79%	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[ ] Estimated revenues not affected				
[x ] Estimated revenue impact				
Revenue from Program	\$ 100,000	\$ 132,500	\$ 142,500	\$ 375,000
Amount of Grant				-
City Cash Match				-
City In-kind Match				-
City IDOH*				-
Total Revenue	\$ 100,000	\$ 132,500	\$ 142,500	\$ 375,000

\*The IDOH is part of the overall budget and will be billed by grant based on cost share ratio.

Number of Positions created: 0

**COMMENTS:** This legislation authorizes the City of Albuquerque to award to Lamar Advertising, LLC, advertising services for Transit Vehicles and Bus Shelters. Proposed contract period of 4/1/19-3/31/22; \$270,000 has been budgeted and the revenue from program represents the additional revenue anticipated from the recommendation of award with the final amount for 9 months of FY/22 of \$45,000 more than budget.

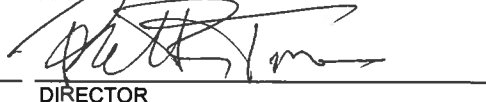
### COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

This revenue will be used for various transit programs to support the desired community condition for safe and affordable integrated transportation options.

PREPARED BY:

  
FISCAL MANAGER

APPROVED:

  
DIRECTOR

REVIEWED BY:

  
EXECUTIVE BUDGET ANALYST

 1/31/19  
BUDGET OFFICER (date)

 1/31/19  
CITY ECONOMIST

**Composite Score for P2019000023, "Advertising  
for Transit Vehicles and Bus Shelters "**

**Offeror: Lamar**

			Evaluator	Evaluator	Evaluator	Evaluator
Evaluation Factors	Points	Composite Score	1	2	3	4
Experience	Up to 200		185	170	180	185
Marketing Strategy	Up to 150		140	140	100	150
Advertising Program	Up to 150		150	130	100	150
Proposed Management and Operating Plan	Up to 150		140	120	100	140
Bus Shelter Maintenance Program	Up to 150		150	140	100	150
Proposed Revenue to the City	Up to 200		100	100	100	150
Cost Proposal	Up to 100		100	100	100	100
Total		3670	965	900	780	1025

# Campaign Contributors Report

Friday, December 7, 2018

Page 1 of ?

For the period of Dec 7, 2016 to Dec 7, 2018

**Prompt Values Entered:** NOTHING SELECTED, LAMAR ADVERTISING

No Records Found

This report was created with the most current campaign contribution data provided by the City Clerk's Office (and the Information Systems Division) last updated on Dec 28, 2017

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# City of Albuquerque

## Finance and Administrative Services

Timothy M. Keller, Mayor

### Interoffice Memorandum

November 28, 2018

**To:** Sarita Nair, Chief Administration Officer  
**From:** Bernie Toon, Transit Director  
**Subject:** Recommendation of Award:  
RFP No. P2019000023, "Advertising for Transit Vehicles and Bus Shelters"

The City of Albuquerque's Transit Department, in conjunction with the Department of Finance Purchasing Division, issued the subject solicitation. The solicitation was posted on the eProcurement website and advertised in the Albuquerque Journal. The notice of the solicitation was sent to (6,138) recipients via Sicom.net electronic email. A total of (158) vendors viewed the solicitation.

The RFP was issued on October 25, 2018 and the ad hoc committee met on November 12, 2018 to make its recommendation of award.

The City received a total of (1) response to the solicitation for evaluation for "Advertising for Transit Vehicles and Bus Shelters".


The ad hoc evaluation committee evaluated and scored the response, in accordance with the evaluation criteria published in the RFP and recommends award of contract to Lamar Advertising. Listed below is the composite score:

Lamar Advertising	3670
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I concur with this recommendation.

The City of Albuquerque's Transit Department will manage this contract.

Approved:

  
Sarita Nair (Date) 12/12/18  
Chief Administrative Officer

Attachment: Composite Score Sheet  
Campaign Reports



**Addendum #1**  
**City of Albuquerque**  
**Solicitation B2019000023**  
**Advertising for Transit Vehicles and Bus Shelters**

**ADDENDUM #:** The purpose of this addendum is to answer questions submitted by potential bidders.

**Questions and Answers**

1. Whether companies from Outside USA can apply for this?  
(like, from India or Canada)

Response: Yes

2. Whether we need to come over there for meetings?

Response: Not required

3. Can we perform the tasks (related to RFP) outside USA?  
(like, from India or Canada)

Response: The successful Offeror shall maintain a local Albuquerque telephone number and provide a representative located in the Albuquerque Metropolitan Area, Bernalillo County, Southern Sandoval County, Western Tarrant County, or Valencia county, to ensure effective response to Transit's inquiries, as well as timely production for all media and marketing assistance.

4. Can we submit the proposals via email?

Response: Submission of Proposals. The Offeror's sealed Proposal must be submitted electronically through the eProcurement system (see Section 1.9.1) , and in hard and soft copies (see Sections 1.9.2 and 1.9.3)...mailed or delivered.

**NOTE: AS A REMINDER, PLEASE SUBMIT THE FOLLOWING MANDATORY FORMS AS A PART OF YOUR SOLICITATION RESPONSE:**

1. PAY EQUITY FORM
2. SIGNED ACKNOWLEDGEMENT FORM FOR ADDENDUM #1

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**PLEASE REMEMBER THE TIME AND DATE OF CLOSING SHALL BE STRICTLY OBSERVED.**

**Sign and return this Addendum with your response. Failure to acknowledge this Addendum may result in your offer being deemed non-responsive.**

.....

**Acknowledged & Returned**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name, Title and Company**

Addendum #2  
City of Albuquerque  
Solicitation B2019000023  
Advertising for Transit Vehicles and Bus Shelters

ADDENDUM #2: The purpose of this addendum is to omit section 1.2.1.

**1.2.1 Non-Mandatory Pre-Proposal Conference:** This is not a mandatory pre-Proposal conference, but highly recommended. Any additional information, clarification or addenda resulting from this meeting will be made available to anyone not attending this meeting.

**This Pre-Proposal meeting is cancelled. Any questions shall be directed to Claire Sandoval, the Senior Buyer assigned to this solicitation.**

NOTE: AS A REMINDER, PLEASE SUBMIT THE FOLLOWING **MANDATORY** FORMS AS A PART OF YOUR SOLICITATION RESPONSE:

1. PAY EQUITY FORM
2. SIGNED ACKNOWLEDGEMENT FORM FOR ADDENDUM #1 and #2

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**PLEASE REMEMBER THE TIME AND DATE OF CLOSING SHALL BE STRICTLY OBSERVED.**

**Sign and return this Addendum with your response. Failure to acknowledge this Addendum may result in your offer being deemed non-responsive.**

.....

**Acknowledged & Returned**

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**Signature**

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**Print Name, Title and Company**



# City of Albuquerque

## ABQ RIDE

Timothy M. Keller, Mayor

### Interoffice Memorandum

March 27, 2018

**TO:** Sarita Nair, Chief Administrative Officer

**FROM:** Annette S. Paez, Interim Director, Transit

**SUBJECT:** Ad Hoc Evaluation Committee – Bus, Van and Shelter Advertising RFP

The City of Albuquerque Purchasing Division is soliciting responses for the Transit Department for Bus, Sun Van and Bus Shelter advertising sales and services for a period of five (5) years. The following individuals are recommended to serve as members of the Ad Hoc Evaluation Committee. This Committee will review and evaluate the submitted proposals:

Keith Breitbach, Marketing Manager, Transit Department  
Chris Payton, Manager, Fiscal Division, Transit Department  
Emily B. Garcia, Fiscal Officer, Fiscal Division, Transit Department  
Vanessa Baca, Neighborhood Comm, Liaison, Council Services

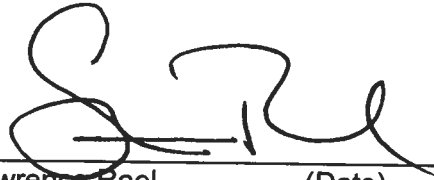
A DFAS/Purchasing Division representative will manage this request-for-proposal and will serve as a technical advisor to the committee.

I respectfully request your approval of this committee in order to begin the RFP process.

Approved:

  
\_\_\_\_\_  
Sarita Nair  
Chief Administrative Officer

4/6/18  
(Date)

  
\_\_\_\_\_  
Lawrence Rael  
Chief Operations Officer

(Date)

# City of Albuquerque

## Request for Proposals

**Solicitation Number: P2019000023**

Advertising for Transit Vehicles and Bus Shelters

**9/25/2018**



**Deadline for Receipt of Proposals: 10/25/2018: 4:00 p.m. (Mountain Time)**

**The City eProcurement System will not allow Proposals to be submitted after this date and time.**

**City of Albuquerque  
Department of Finance and Administrative Services  
Purchasing Division**

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## INTRODUCTION

The City of Albuquerque Purchasing Division is soliciting responses for the Transit Department, (hereinafter referred to as "Transit"), and requests proposals for bus, Sun Van, and bus shelter ("Transit Vehicles and Bus Shelters") advertising sales and services.

Transit has had a commercial advertising program for the past fifteen (15) years. Bus advertisements, on the sides and backs of Transit buses, Sun Vans, and within bus shelters, have become a widely accepted means of advertising.

The successful Offerer will be responsible for the sale of advertising in and on Transit vehicles and in bus shelters to commercial and non-profit advertisers. In addition, the successful Offeror will coordinate the installation and removal of the advertisement(s) from the buses and from bus shelters. Bus advertising placement will require special installation and detailed removal.

**PART 1**  
**INSTRUCTIONS TO OFFERORS**

**1.1 RFP Number and Title:** P2019000023, " Advertising for Transit Vehicles and Bus Shelters"

**1.2 Proposal Due Date: October 25, 2018 - NLT 4:00 PM (Local Time)**

The time and date Proposals are due shall be strictly observed.

**1.2.1 Non-Mandatory Pre-Proposal Conference:** This is not a mandatory pre-Proposal conference, but highly recommended. Any additional information, clarification or addenda resulting from this meeting will be made available to anyone not attending this meeting.

**1.2.2 Questions:** The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and electronic copy of such questions submitted to the Purchasing representative on the **day of the conference.**

**1.3 Purchasing Division:** This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

**1.4 Authority:** Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

**1.5 Acceptance of Proposal:** Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

**1.5.1 City Public Purchases Ordinance**

**1.5.2 City Purchasing Rules and Regulations:** These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

**1.5.3 Civil Rights Compliance:** Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human



Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

**1.5.4 Americans with Disabilities Act Compliance:** The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.

**1.5.5 Insurance and Bonding Compliance:** Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

**1.5.6 Ethics:**

**1.5.6.1 Fair Dealing.** The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

**1.5.6.2 Conflict of Interest.** The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

**1.5.7 Participation/Offeror Preparation:** The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

**1.5.8 Debarment or Ineligibility Compliance:** By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

**1.5.9 Goods Produced Under Decent Working Conditions:** It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

**1.5.10 Graffiti Free:** When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

**1.6 City Contact:** The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing representative unless otherwise specified in the solicitation:

- Claire Sandoval, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-3329 or E-Mail: cdsandoval@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

**1.7 Contract Management:** The contract resulting from this RFP will be managed by the Transit Department, Finance Division.

**1.8 Clarification:** Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must

be directed to the Purchasing Division as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Purchasing shall prepare answers to questions in the form of Addenda to this RFP and shall post all such Addenda to the online eProcurement System.

**1.9 Submission of Proposals.** The Offeror's sealed Proposal **must be submitted electronically through the eProcurement system** (see Section 1.9.1), **and in hard and soft copies** (see Sections 1.9.2 and 1.9.3) in the format outlined in Part 2 of this RFP and mailed or delivered (see Sections 1.9.5 and 1.9.6) pursuant to the following requirements:

**1.9.1 Electronic Copy through the City's eProcurement System.** Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <http://www.cabq.gov/dfa/purchasing/solicitations/solicitations>. If you do not have a username and password, please [register](#) as this is the only method to submit electronically on Sicomm.net. For assistance, please contact the Sicomm.net technical support at (800) 614-0563.

**1.9.2 Hard Copy.** In addition to the electronic submittal, the Offeror must also submit one (1) original and four (4) copies of its Technical Proposal. The original Proposal shall be clearly marked as "Original" on the cover of the Proposal. In addition, in a separate envelope, clearly marked as "Cost Proposal," submit one (1) original and one (1) copy of your Cost Proposal for this RFP.

**1.9.3 Soft Copy.** In addition to the electronic copy submitted through the City's eProcurement System in Section 1.91, include with your original hard copy Proposal submission, on a CD, DVD, or other media compatible with the City's system, an electronic file of your Technical and Cost Proposals as well as all forms, attachments, exhibits, etc.

**1.9.4 Proposal Package Preparation.** Proposals and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and Address of Offeror
- Closing Date and Time of RFP
- RFP Number
- RFP Title

**1.9.5 Ship, Deliver, or Hand-Carry Sealed Proposals to:** Office of the City Clerk, 600 Second St. NW, Plaza Del Sol, 7<sup>th</sup> Floor Room 720, Albuquerque, New Mexico 87102. **Mark all packages as stated above.** Use this address for packages sent via non United States Postal Service carriers.

**1.9.6 Mail Sealed Proposals to:** Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed Proposals to actually be received by the Office of the City Clerk by 4:00 PM (Mountain Time) of the day of closing.

**ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK AS SPECIFIED HEREIN.**

**1.9.7 No other methods of Proposal delivery.** Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

**1.9.8 Modification.** Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

**1.9.9 Receipt of Proposals.** The only acceptable evidence to establish the time of receipt of Proposals at the City Clerk's Office is the time-date stamp of that Office on the Proposal wrapper or other documentary evidence of receipt maintained by that Office. Since both electronic and hard copy submission is required, the City will treat the time-stamp of the later of the two receipts as the official documentary evidence of receipt.

**1.9.10 Acknowledgement of Addenda to the Request for Proposals.** Receipt of Addenda to this RFP by an Offeror must be acknowledged a) by signing and returning the Addenda, or b) by letter. Such acknowledgment may be submitted with the Proposal. Failure to submit such acknowledgment may be cause for the City to deem your Proposal nonresponsive.

**1.10 Modifications to Scope of Services:** In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

**1.11 Draft Agreement:** A copy of the Draft Agreement to be entered into is included in the RFP. The Offeror certifies that it accepts the terms and conditions of the Draft Agreement, or has noted exceptions in its response. The City's receipt of exceptions in a response is not an acceptance of any requested changes to the Draft Agreement. The Draft Agreement may differ from the final Agreement.

**1.12 Contract Term:** The contract resulting from this solicitation is anticipated to have a term of three (3) years and may be extended for three (3) additional one-year periods upon mutual agreement between the City of Albuquerque and the Contractor.

**1.13 Evaluation Period:** The City reserves the right to analyze, examine and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals. The City reserves the right to extend the evaluation period if it feels, in its sole discretion, such an extension would be in the best interest of the City.

**1.14 Evaluation Assistance:** The City, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

**1.15 Rejection and Waiver:** The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

## **1.16 Award of Contract:**

**1.16.1 When Award Occurs:** Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

**1.16.2 Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

**1.17 Cancellation:** This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

**1.18 Negotiations:** Negotiations may be conducted with the Offeror(s) recommended for award of contract.

**1.19 City-Furnished Property:** No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

## **1.20 Proprietary Data:**

**1.20.1** The file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been approved by the Mayor, or his designee. An Offeror may designate material as Trade Secrets, Proprietary Data, and/or other Confidential Data by separating that material from the Offeror's main Proposal, marking it as "Trade Secret", "Proprietary Data", or "Confidential Data" and uploading it separately from its main Proposal submitted in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment shall not be so designated. Further, any Proposal in which a majority of pages are designated as Trade Secret, Proprietary Data, or Confidential Data may be deemed nonresponsive.**

**1.20.2** The City will endeavor to restrict distribution of material separated, designated as "Trade Secret", "Proprietary Data", or "Confidential Data" and provided separately to only those individuals involved in the review and analysis of the Proposals. However, Offers are advised that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) ("Act") is received for such materials, and they are not exempt under the Act, the City is required to disclose those records. The City shall, to the extent possible under the Act, provide the Offeror with notice before any disclosure to allow the Offeror on opportunity, within the Act's fifteen (15) day deadline, to initiate legal action (such as an injunction or other judicial remedy) to prevent the release of Trade Secret, Proprietary Data, or Confidential Data, should the Offeror wish to do so. **Notwithstanding anything to the contrary herein, the City shall not be responsible to the Offeror for any disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over the City.**

**1.21 Preferences:** No preferences are available under the City of Albuquerque Public Purchases Ordinance for this procurement. See Part 5 of this RFP for additional information.

**1.22 Request for Proposals Protest Process:**

**1.22.1 When:** If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Chief Procurement Officer no later than 5:00 p.m. of the tenth business day prior to the deadline for the receipt of Proposals.

**1.22.2 Recommendation of Award:** If the protest concerns other matters relating to this solicitation, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth business day after the receipt of notice of the Recommendation of Award.

**1.22.3 Timely Protests:** Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

**1.22.4 How to File:** Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

**1.22.5 Required Information:** The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

**1.22.6 Address Letters and Envelopes as Follows:**

- City of Albuquerque
  - Purchasing Division
  - Attn: Chief Procurement Officer
  - PO Box 1293
  - Albuquerque, New Mexico 87103
- RFP Number  
PROTEST

**1.22.7 Protest Response by Chief Procurement Officer:** The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

**1.22.8 Protest Hearing:** If a hearing is requested, the request must be included in the protest and received within the time limit. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

**1.23 Insurance:**

**1.23.1 General Conditions:** The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

**1.23.2 Approval of Insurance:** Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

**1.23.3 Coverage Required:** The kinds and amounts of insurance required are as follows:

**1.23.3.1 Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate

\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

**1.23.3.2 Automobile Liability Insurance.** A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

**1.23.3.3 Workers' Compensation Insurance.** Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

**1.23.4 Increased Limits:** During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

**1.23.5 Additional Insurance:** The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

**1.24 Pay Equity Documentation.** All Proposals shall include a Pay Equity Reporting Form which can be accessed at <http://www.cabq.gov/womens-pay-equity-task-force-instructions/albuquerque-pay-equity-initiative-instructions> or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must check the box verifying their status on the Pay Equity Reporting Form. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A).



## **PART 2 PROPOSAL FORMAT**

### **2.1 Technical Proposal Format, Section One**

**2.1.1 Offeror Identification:** State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

#### **2.1.2 Experience:**

**2.1.2.1 Current Experience.** State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

**2.1.2.2 Past Experience.** Provide examples of at least three (3) advertising revenue contracts of a least three (3) years of continuous service that are similar in scope and complexity as that which is contemplated under this RFP. The Offeror must show evidence of a comprehensive sales organization capable of procuring a mix of advertising contracts from local, regional, and national advertisers. The Offeror shall state for whom the work was performed, duration of the contract, describe the advertising program, and state a reference person who can be contacted regarding the program. References must be for work performed in the past seven (7) years.

**2.1.3 Proposed Approach to Tasks:** Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services.

**2.1.4 Management Summary:** Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

**2.1.5 Advertising Program.** The Offeror must provide information, which at a minimum, includes the following plans and strategies to describe the Offeror's Advertising Program that will meet or exceed the scope of complexity of the Scope of Services identified in this RFP:

**2.1.5.1 Advertising Design Plan.** The Offeror must submit a plan that details the locations and types of media proposed for the offered Scope of Services identified in this RFP for the –Transit buses, vans, and bus shelters (“Transit Vehicles and Bus Shelters”). The plan should include:

**2.1.5.1.1** Rationale and targeted audience for the proposed advertising locations.

**2.1.5.1.2** Drawings, photographs, illustrations, renderings, or other materials of proposed media displays that indicate the general color scheme, style and design of proposed media displays.

**2.1.5.1.3** The types of material to be used in the construction of the proposed media displays.

**2.1.5.2 Plans and Renderings.** Plans and renderings submitted with the Proposal should be eight and one-half inches (8 ½”) by eleven inches (11”) by seventeen inches (17”) folded to eight and one-half inches (8 ½”) by eleven inches (11”). Offerors may submit one (1) additional set of thirty-six inches (36”) by twenty-four inches (24”) plans and/or renderings in a separate package.

**2.1.6 Marketing Strategy.** Describe the Offeror’s marketing strategy to achieve the objectives of the Scope of Services identified in this RFP for the Transit Vehicles and Bus Shelters. This description should address at least the following items:

**2.1.6.1** Marketing and promotional strategies for use in operations, with emphasis on measures to achieve maximum revenue;

**2.1.6.2** Solicitation and presentation of advertising opportunities to prospective advertisers;

**2.1.6.3** Capability to solicit and sell available advertising to local, regional, and national advertisers;

**2.1.6.4** Sales objectives and objectives and projected mix of local, regional, and national advertising including the Offeror’s rationale for the proposed mix;

**2.1.6.5** A description of the method of selecting new innovative concepts and marketing packages to increase revenues; and

**2.1.6.6** Promotional materials and /or advertising sales kits that will be used to attract prospective advertisers.

**2.1.7 Management and Operating Plan.** Describe the Offeror’s plan to ensure a quality-advertising program. This plan should include the following:

**2.1.7.1** Organizational chart and its relationship to the Offeror’s business structure;

2.1.7.2 Resumes of the key management personnel;

2.1.7.3 Qualifications, responsibilities, and decision-making ability of its various levels of personnel;

2.1.7.4 Description of how the Offeror intends to maintain, clean, and repair the advertising displays. Discussion of procedures for routine maintenance, frequency of service, and explanation of how these services will be performed; and

2.1.7.5 Description of how the Offeror will monitor customer service and advertising effectiveness.

**2.1.8 Bus Shelter Maintenance Program.** The Offeror must detail how they will address bus shelter maintenance on shelters with paid advertising.

2.1.8.1 Offeror will be responsible for limited bus shelter maintenance that includes cleaning and replacing damaged or graffitied Plexiglass. The Plexiglass covers the bus advertisements in the bus shelters.

2.1.8.2 Offeror will describe the type of maintenance materials used to clean the Plexiglass bus advertisement cover.

2.1.8.3 Offeror will describe the schedule they will use to regularly check bus shelters to ensure they are clean and free of damage and graffiti.

2.1.8.4 Transit will be responsible for trash pick-up and repairs at the shelter and bench sites.

## **2.2 Revenue Proposal Format**

**2.2.1 Total Revenue:** Submit a Revenue Proposal separately from your Technical Proposal. Complete Attachment A.

**2.2.2 Minimum Annual Guarantee (“MAG”).** A Minimum Annual Guarantee (MAG) will be required for the full term of the contract resulting from this RFP. A Revenue Proposal, Attachment A, detailing the MAG for each contract year, shall be completed by Offerors and submitted with proposals.

**2.2.3 Proposed Percent of Gross Revenues Fee.** A Percent of Gross Revenues Fee will be required for the full term of the contract awarded under this RFP. The successful Offeror shall pay City a Percent of Gross Revenue Fee of fifty percent (50%), or an amount proposed by Offeror, whichever is greater.

**2.2.4 Projected Gross Revenues, Net Income, and Cash Flow.** The Offeror must include a Good Faith estimate of the expected annual revenues, expenses, net income, and cash flow to be derived from the advertising for Transit Vehicles and Bus Shelters over the term of the contract

resulting from this RFP. The Offeror may use a format of its choice, but must include, at a minimum, projected annual gross sales, agency commissions, gross revenues, direct expenses (including, but not limited to, maintenance), general and administrative expenses, depreciation, interest expense and debt service.

## **PART 3 SCOPE OF SERVICES**

**3. Advertising Program.** The successful Offeror shall provide services to conduct an Advertising Program for Transit. The Advertising Program shall be for the sale and placement of commercial advertising on the exterior of Transit buses and Sun Vans, all Transit bus interiors, and all Transit bus shelters.

A table of bus and paratransit Sun Vans eligible for advertising is attached to this RFP as Attachment B.

### Exterior Vehicle Advertising

Advertising will not be allowed on windows or side panels on all current and future Albuquerque Rapid Transit buses. Advertisement shall only be allowed on the back-end of Albuquerque Rapid Transit buses.

### Interior Vehicle Advertising

Interior advertising is permitted on all current and future buses.

### Bus Shelters

Advertising is permitted on designated shelter and bench advertising displays.

**3.1 Shared Revenues.** The Advertising Program shall be operated as a concession and revenues that shall be shared by Transit and the successful Offeror, with Transit receiving a minimum of fifty percent (50%) of all gross revenues billed from advertising on Transit Vehicles and Bus Shelters or the Minimum Annual Guarantee ("MAG"), whichever is greater.

**3.2 Revenue Reports.** The successful Offeror will submit to Transit a detailed summary of advertising revenues, plus copies of all invoices sent to advertisers, and payment of the amount due to Transit within thirty (30) days following the end of the month in which the revenue activity occurred. (Example: March revenues and corresponding invoices will be submitted to Transit by April 30 of the same year because that is thirty (30) days following March 31.)

**3.3 Minimum Sales.** The successful Offeror shall sell a minimum of seventy-five percent (75%) of the advertising space available for sale each month and shall note the percentage sold on its monthly revenue sheets. The successful Offeror shall provide the City documentation of the percentage on request. Failure to maintain a seventy-five percent (75%) level may result in cancellation of the contract awarded under this RFP.

**3.4 Reserved Rights to Advertising Space.** Transit reserves exclusive rights of up to twenty-five percent (25%) of the total fleet's advertising space to advertise Transit events or promotions, which may include the logo of co-sponsors of the event. Transit also reserves exclusive use of the sign space on the driver panel behind the motor coach operator's seat and behind the Sun Van

driver's seat. Transit reserves the right to attach vinyl decals to all Transit Vehicles for advertisement of Transit promotions or events.

Seventy (70) 40-ft buses are required for the annual Luminaria Tour and all the window wraps must be removed at least five (5) days before December 24. The buses required for the Luminaria Tour will be selected on or before November 1 and agreed to by both the City and the Successful Offeror to include a combination of 600, 700 and 900 series buses.

**3.5 Trades of Advertising Space.** Following the written prior consent of Transit, the successful Offeror may accept media advertising for Transit events and promotions and general use in lieu of payment by the advertiser for advertising on Transit Vehicles. In addition, Transit reserves the right to directly trade advertising on Transit Vehicles for direct media advertising. Transit shall first use the reserved advertising space described above when conducting a trade. Neither transit nor the offeror will receive any revenues for the transaction. If Transit's reserved advertising space has been utilized and is no longer available, the successful Offeror's advertising space may be used and the successful Offeror shall be entitled to a credit of the amount it would have received on the transaction if it was not a trade, i.e., its standard percentage of the applicable rate card revenues for the transaction. The advertiser will pay for all costs associated with the production of the advertising.

**3.6 Public Service Ads.** The successful Offeror will allow duly licensed non-profit, public, educational and charitable organizations to utilize the interior space on all Transit Vehicles at no charge. All costs of production associated with public service ads shall be borne by the non-profit, public, educational, or charitable organization.

**3.7 Advertising for Other City Departments.** The sale of advertising space to other City Departments will be provided at discounted rates approved by Transit. All costs of production associated with the advertising shall be borne by the other City Department.

**3.8 Advertising Contracts.** The successful Offeror shall enter into written contracts with advertisers for interior and exterior advertising on Transit Vehicles. The successful Offeror shall provide the form of contract to be entered into with advertisers for review and approval by the Transit Director.

**3.8.1** When soliciting a contract, the successful Offeror shall under no circumstances represent to potential advertisers that any Transit Vehicles on which the advertiser's advertising appears will be used on any particular route or in any particular service.

**3.8.3.** Within fifteen (15) days of signing a contract with an advertiser, the successful Offeror shall provide Transit a copy of the contract.

**3.9 Assignment.** All of the successful Offeror's contracts with advertisers shall contain a provision allowing the assignment of such contracts to the City at the end of the term of this Agreement or any earlier termination thereof.

**3.10 Costs of Production of Advertising.**

**3.10.1 Not Covered Under Contract.** The costs for production of advertising for advertisers on Transit Vehicles and Bus Shelters is not covered under the contract resulting from this RFP.

**3.10.2 Restrictions on Production.** Advertisers are not required to utilize the production services of the advertising program of the successful Offeror for the production of advertising for Transit Vehicles and Bus Shelters. The successful Offeror shall notify all advertisers that they are free to utilize the services of any company to produce their advertising as long as Transit's advertising standards are met.

**3.10.3 Contractor Responsible for All Costs.** Transit shall not be obligated to pay any production or other costs incurred by the successful Offeror in the operation of the Advertising Program.

**3.11 Installation and Removal of Advertising.**

**3.11.1** The successful Offeror shall be responsible for installation and removal of all advertisements on Transit Vehicles and Bus Shelters. Offeror shall remove all advertisements on Transit Vehicles and Bus Shelters within five (5) days after the advertisements have expired or become obsolete. If the advertisements are not removed, Transit will remove advertisements that are past the five (5)-day window and shall pass the costs incurred by removal on to the successful Offeror.

**3.11.2** The successful Offeror shall install and remove interior and exterior advertisements on Transit Vehicles between the hours of 8:00 p.m. and 4:00 a.m., Monday through Sunday. However, not all Transit Vehicles will be available by 8:00 p.m. Bus Shelter ads will not be subject to these restrictions.

**3.12 Services for All Ads.** The successful Offeror shall provide installation and removal services for advertisers, for Transit advertising, public service advertising, advertising resulting from media trades and discounted ads at no additional charge.

**3.13 Workspace.** Transit shall provide a workspace accessible to the buses and large enough to allow adhering of advertisements onto the Transit Vehicles.

**3.14 Contracts.** Upon termination or expiration of the contact awarded under this RFP, the successful Offeror shall collect all revenues, shall make payments to the City and shall be

entitled to retain its percentage of such revenues, as provided in the terminated contract, through the end of the term of each advertiser's contract, or for six (6) months, whichever occurs first. At such time, each such contract shall be assigned to the City.

**3.14.1 Advertising Space.** On termination of the contract awarded under this RFP, the successful Offeror will leave the advertising space on Transit Vehicles and Bus Shelters in the same condition as existed at the commencement of the contract resulting from this RFP, reasonable wear and tear excepted.

**3.14.2 Local Representative.** The successful Offeror shall maintain a local Albuquerque telephone number and provide a representative located in the Albuquerque Metropolitan Area, Bernalillo County, Southern Sandoval County, Western Tarrant County, or Valencia county, to ensure effective response to Transit's inquiries, as well as timely production for all media and marketing assistance.

**3.15 Subject Matter of Advertising.** The subject matter of Transit Vehicle and Bus Shelter advertising shall be limited to speech that proposes a commercial transaction or service. No political or politically related references or religious advertisements will be accepted. Non-Profit advertising, although not always promoting a commercial transaction or service, will be accepted as long as the advertisement does not conflict with the aforementioned criteria.

**3.16 Advertising Standards.** The following standards for advertising have been adopted and advertising copy shall not be displayed which:

**3.16.1** Is false, misleading, or deceptive;

**3.16.2** Is related to an illegal activity or unlawful activity;

**3.16.2.1** Advertisement displayed for any sale or distribution related to medical cannabis, THC or CBD, is prohibited by federal law, despite the State of New Mexico's medical cannabis laws and regulations which provide limited license for distribution and patient use.

**3.16.3** Advertises alcohol or tobacco products;

**3.16.4** Depicts violence and/or anti-social behavior;

**3.16.5** Includes language that is obscene, vulgar, profane or scatological;

**3.16.6** Advertisements displayed by the successful Offeror on Transit Vehicles and Bus Shelters shall be in good taste, observe all copyright requirements, and conform to community standards.



**3.17 Additional Rights.** Transit reserves the right to order the removal of any posted advertisement that does not conform to the aforementioned requirements. Upon written direction by the Transit Director or designee, the successful Offeror shall immediately remove such display. Transit reserves the right to further restrict advertising content during the term of the contract resulting from this RFP. The Transit Director shall approve any and all Transit Vehicle or Bus Shelter advertising.

**3.18 Graffiti Free.** The successful Offeror will be required to furnish equipment, facilities, or other items required to complete these services that are “graffiti free.” Failure of the successful Offeror to comply with these requirements may result in cancellation of the contract resulting from this RFP.

**3.19 UV Protected.** The successful Offeror will be required to provide self-adhesive vinyl advertisements that are UV protected so they withstand the sun without significant fading during the duration of the advertisement’s display. The successful Offeror will be responsible for replacing vinyl advertisements deemed unacceptable due to fading by the Transit Director or designee in a timely fashion at no cost to the Transit Department. All self-adhesive vinyl advertisements shall be at least three (3) millimeters thick (3M ScotchCal or equivalent).

**3.20 Minimum Down Time For Transit Vehicles.** The successful Offeror will work with Transit maintenance and operations staff to ensure that vehicles that are slated to receive a partial vinyl bus wrap be removed from service for the shortest time possible.

**3.21 Bus Shelter Maintenance** The successful Offeror will be required to provide maintenance on bus shelters with paid advertising. The successful Offeror will be responsible for limited bus shelter maintenance that includes cleaning and replacing damaged or graffitied Plexiglass. The Plexiglass covers the bus advertisements in the bus shelters.

## **PART 4 EVALUATION OF PROPOSALS**

**4.1 Selection Process.** The Mayor of Albuquerque shall name, for evaluating the Proposals, an Ad Hoc Advisory Committee. Based on the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals.

**4.2 Evaluation Criteria.** The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of 0-1000 with weight relationships as stated below.

### **4.2.1 Evaluation Factors:**

**200 Points** - Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services.

**150 Points – Marketing Strategy**

**150 Points – Advertising Program**

**150 Points - Proposed Management and Operating Plan**

**150 Points – Bus Shelter Maintenance Program**

**200 Points – Proposed Revenue to the City**

**4.2.2 Revenue Proposal Evaluation.** The Revenue Proposal evaluation will be performed by the City Purchasing Division or designee. A preliminary review will ensure that each Offeror has complied with all instructions and requirements. In addition, Revenue Proposals will be examined to ensure that all proposed elements are clearly presented. Revenue Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the revenue generation relative to the services proposed.

**Part 5 - Notice of NO PREFERENCES**

**RFP/RFB NO:** \_\_\_\_\_

**NO PREFERENCES ARE AVAILABLE FOR THIS PROCUREMENT BECAUSE:**

- ☐ IT IS EXPECTED THAT THE PURCHASE OR CONCESSION CONTRACT RESULTING FROM THIS PROCUREMENT WILL BE IN EXCESS OF \$5,000,000.
- ☒ THIS PROCUREMENT INVOLVES FTA ASSISTED PROPERTY.

**PART 6**  
**DRAFT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Albuquerque, New Mexico a municipal corporation, ("City"), and \_\_\_\_\_, ( "Contractor"), a \_\_\_\_\_, whose address is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals for the Transit Department, P \_\_\_\_\_, titled "Advertising for Transit Vehicles and Bus Shelters", which is Exhibit A to this Agreement; and

**WHEREAS**, the Contractor submitted its Proposal, dated \_\_\_\_\_, in response to RFP \_\_\_\_ - \_\_\_\_ - \_\_\_\_, which Proposal is Exhibit B to this Agreement; and

**WHEREAS**, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. Scope of Services.** The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City:

**Provide Advertising for Transit Vehicles and Bus Shelters**, in accordance with Exhibit A as supplemented by Exhibit B.

The successful Offeror shall provide services to conduct an advertising program for Transit. The advertising program shall be for the sale and placement of commercial advertising on specific Transit exterior buses and paratransit vehicles, all Transit bus interiors, and all Transit bus shelters.

**2. Time of Performance.** Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within three (3) years of the date of execution of this Agreement. This Agreement may be extended for three (3) additional one-year periods upon mutual agreement between the City of Albuquerque and the Contractor.

3. **Revenue.** Revenue to the City shall be as set forth on Exhibit C.

4. **Independent Contractor.** The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel.**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance.** The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.23 have been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the City.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or

disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. **Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

13. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 *et seq.* and Inspector General Ordinance, §2-17-1 *et seq.* R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

14. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other

country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**15. Compliance with Laws.** In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.

**16. Changes.** The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

**17. Assignability.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

**18. Termination** The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor, specifying the extent to which the Agreement is terminated and the date on which termination becomes effective. After receipt of a notice of termination, the Contractor shall (i) stop performance under this Agreement on the date and to the extent specified in such notice, (ii) enter into no additional Advertising Contract relating to Contractor's rights and interests under the portion of the Agreement terminated, (iii) assign to the City in the manner, at the times, and to the extent directed by the Director of Transit, all of the right, title, and interest of the Contractor under Advertising Contracts and subcontracts identified by the Director of Transit and related to the rights and interests terminated, and terminate all other contracts and subcontracts related to such rights or interests; and (iv) within thirty (30) days of the notice of termination, submit to the Director of Transit a statement of all outstanding liabilities and claims arising out of such termination of subcontracts, together with such information as may be required by the Director to evaluate such liabilities and claims. The determination of the Director on such liabilities and claims shall be administratively final. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the City shall be entitled to receive any revenues due and owing hereunder.

**19. Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**20. Enforcement.** The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

21. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A,B, and C attached hereto, are hereby made a part of this Agreement.

22. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

23. **Debarment, Suspension, Ineligibility and Exclusion Compliance.** The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

24. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

**CITY OF ALBUQUERQUE**

**CONTRACTOR:**

**Approved By:**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Chief Administrative Officer**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Chief Operations Officer**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Director, Transit**



**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Chief Procurement Officer**

**Date:** \_\_\_\_\_

**ATTACHMENT A  
REVENUE PROPOSAL**

**Instructions: Offerors must fill in all spaces of this form to be considered responsive to the solicitation requirements:**

<b>Contract Year</b>	<b>Projected Revenue</b>	<b>Percentage of Gross Revenue With Minimum Annual Guarantee</b>	
<b>Year One</b>	<b>\$</b>	<b>%</b>	<b>\$</b>
<b>Year Two</b>	<b>\$</b>	<b>%</b>	<b>\$</b>
<b>Year Three</b>	<b>\$</b>	<b>%</b>	<b>\$</b>

## ATTACHMENT B

**Table of Buses and Sun Vans Eligible for Advertising**

### Buses

<u>Quantity</u>	<u>Fuel Source</u>	<u>Manufacture Year</u>	<u>Length</u>	<u>Type</u>	<u>Planned Replacement</u>
57	Hybrid	2008	40	Low Floor	2023
34	Hybrid	2009	40	Low Floor	2025
6	Hybrid	2006	60	Low Floor	2019
6	Hybrid	2009	60	Low Floor	2022
21	CNG	2014	40	Low Floor	2026
20	CNG	2015	40	Low Floor	2027

### Sun Vans

<u>Quantity</u>	<u>Manufacture Year</u>	<u>Length</u>	<u>Type</u>	<u>Planned Replacement</u>
40	2015	24	Paratransit	2020
44	2018	24	Paratransit	2023