City of Santa Fe, New Mexico

memo

DATE: **August 19, 2015**

TO: **Finance Committee**

FROM: **Robert Rodarte, Officer**
Purchasing Division

VIA: **Oscar S. Rodriguez, Director**
Finance Department

ISSUE: **Procurement of Advertising Services:**
Vendor: The Santa Fe New Mexican:
Exempt Procurement: Purchasing Manual Section 18.1 7C:

SUMMARY:

The Purchasing Division is requesting approval to continue the procurement of advertising, subscriptions, on-line-information and publishing services from The Santa Fe New Mexican, for all Departments and other entities represented by the City of Santa Fe.

Procurement of services from The New Mexican is expected to exceed the $50,000 allowable threshold for year ending June 30, 2016, and will require Council Approval.

Procurement for goods and services of this nature are exempt from competitive procurement as stated in the City Purchasing Manual, Section 18.1.7C Titled: EXEMPTIONS: "Procurements exempted from competitive procurement are as follows: C. Purchases of books, periodicals, films, training materials, subscriptions, on-line information services, or advertising from the publishers and distributors or agents thereof":

The Advertising Rates and yearly contract is provided for your review.

Below is the procurement history between The New Mexican and the City of Santa Fe.

Year Ending:	Transactions:	Procurement Dollars:
6/30/2015	475	$149,479
6/30/2014	477	$144,878
6/30/2013	446	$100,976
6/30/2012	471	$117,570
6/30/2011	503	$154,531
6/30/2010	555	$180,139
6/30/2009	501	$135,749

All using Departments and entities will provide the funding for each individual transaction.

ACTION:

It is requested that this exempt procurement for advertising services and related transactions from The Santa Fe New Mexican be reviewed, approved and submitted to the City Council for consideration.

SS001.PM5 - 7/95

SANTA FE NEW MEXICAN

santafenewmexican.com

- ☐ NEW
- ☐ RENEWAL
- ☑ RENEWAL IC
- ☐ REPLACEMENT
- ☐ CUSTOM- See Addendum

YEARLY ADVERTISING AGREEMENT

ACCOUNT #: 2460

Agreement Terms

MUST BE COMPLETED FOR CONTRACT TO BE VALID

Company Name: City of Santa Fe Contact: Robert Rodarte

Billing Address: 200 Lincoln Avenue

City: Santa Fe State: NM Zip Code: 87501

Phone: 505.955.5712 Email: rrodarte@ci.santa-fe.nm.us

ADVERTISING SUMMARY

START DATE: September 1, 2015 END DATE: August 31, 2016

CONTRACT TYPE: $150,000 ROP Daily(attached) Non-Profit PASA Plus Color LEVEL:

DOLLARS PER MONTH: _____ **YEARLY CONTRACT TOTAL** $150,000

DIGITAL: CPM Rate: _____ **Impressions:** _____ **$ Per Month** _____

MAGAZINES: _____

SIZE OF AD : _____

OTHER: PerColumnInch - Mon-Thurs $20.35 - Fri/Sat $21.80 - Sunday $22.55 - Plus Color

RUN SCHEDULE

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

The New Mexican (hereinafter called the "Company") and the Client/Business [above] (hereinafter called the "Advertiser") WHEREAS the Company is the publisher of *THE NEW MEXICAN*, and the Advertiser wishes to purchase advertising space in said products.

The Company and the Advertiser therefor agree as follows:

1. The Advertiser shall purchase a minimum of what is described [above] in *Advertising Summary* during agreement term [above] at the rate indicated on the Company's rate schedule, which is incorporated herein by reference and made a part of this Agreement, subject to the rate revision provision of paragraph (4) below

2. The term of this Agreement shall be one year from the date hereof. All contracts shall be renegotiated on or before expiration date of said contract.

3. If the Advertiser fails to run sufficient advertising or to fulfill the minimum daily frequency requirement, the Advertiser agrees to pay the rate actually earned.

4. The Company may revise its advertising rate schedule at any time upon 30 days written notice to the Advertiser, and the Advertiser may cancel this Agreement at any time new rates are made effective by giving 30 days prior written notice to the Company. At time of cancellation Advertiser will be billed at earned contract level rate.

5. The Company may, in its sole discretion, edit, classify, or reject advertising copy submitted.

6. The Advertiser agrees to make payment within 20 days of the billing date indicated on the Company's statement and, in the event that it fails to make payment within such time, the Company may reject advertising copy and/or immediately cancel this contract. A 1-1/2% finance charge will be assessed on all accounts past due 30 days. Advertiser agrees to indemnify the Company for all expenses incurred in connection with the collection of amounts payable under this contract, including court costs and attorney's fees. If this Agreement is canceled due to the Advertiser's failure to make timely payment, the Company may re-bill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

7. This Agreement cannot be invalidated for typographical errors, incorrect insertions or omissions in advertising published. The Advertiser agrees to check advertisement on the first day of publication and in case of error to notify the Company immediately. The Company will be responsible only for the first insertion and then only for the space occupied by the error. The Company shall not be liable to Advertiser for any loss that results from the incorrect publication of its advertisements. Any billing error must be brought to the attention of The New Mexican within 20 days of original billing date.

8. If Advertiser utilizes an agency, the Advertiser and the agency shall be jointly and severally liable for payment.

9. The Advertiser agrees to hold harmless and indemnify the Company from all damages, costs and expenses of any nature whatsoever, for which the Company may become liable by reason of its publication of Advertiser's advertising.

10. All advertising copy which represents the creative effort of the Company and/or the utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of the Company, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproductions, in whole or part, of any such advertising copy for use in any other medium without the express written consent of the Company.

11. Applicable federal, state, county and city sales or gross receipts taxes will be added to all billings and are the sole responsibility of the Advertiser.

12. This Agreement may not be assigned or transferred by Advertiser. All advertising rates are for single advertisers only.

THE SANTA FE NEW MEXICAN:

Chris Alexander (26)	August 4, 2015
MULTIMEDIA CONSULTANT/ SALES #	DATE
	August 4, 2015
RETAIL SALES MANAGER	DATE
	August 4, 2015
ADVERTISING DIRECTOR	DATE

THE ADVERTISER:

City of Santa Fe	August 4, 2015
CLIENT/BUSINESS	DATE
rrodarte@ci.santa-fe.nm.us	
E-MAIL ADDRESS	
Robert Rodarte	505.955.5712
PRINT MAIN CONTACT NAME	PHONE
Shirley Rodriguez for	
Robert Rodarte	Purchasing Officer
SIGNATURE	TITLE

FAX# (505) 984-1785 • PHONE (505) 983-3303 • P.O. BOX 2048 • 202 E. MARCY ST. • SANTA FE, NM 87504

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: The Santa Fe New Mexican _____

Procurement Title: Advertising and Legal Publications _____

Other Methods: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* x☐ *Exempt* ☐ *Other* ☐ _____

Department Requesting/Staff Member_____Purchasing Office for City Wide Use_____

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
x☐	☐	Approved Procurement Checklist (by Purchasing)
☐	x☐	Departments Recommendation of Award Memo addressed to Finance
☐	x☐	State Price Agreement
☐	x☐	Cooperative Agreement
☐	x☐	Sole Source Request and Determination Form
☐	x☐	Contractors Exempt Letter
☐	x☐	Purchasing Officers approval for exempt procurement
☐	x☐	BAR
☐	x☐	FIR
☐	x☐	Contract, Agreement or Amendment
☐	x☐	Current Business Registration and CRS numbers on contract or agreement
x☐	☐	Summary of Contracts and Agreements form
☐	x☐	Certificate of Insurance
☐	x☐	Other: _____

Purchasing Robert Rodarte Officer _____
Department Rep Printed Name and Title

Purchasing
Department Rep Signature attesting that all information included

Purchasing
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☐	x☐	State Price Agreement
☐	x☐	Cooperative Agreement
☐	x☐	Sole source Request and Determination Form
x☐	☐	Contractors Exempt Letter
x☐	☐	Purchasing Officers approval of exempt procurement
☐	x☐	Copies of all Sole Source submittals

☐ ☐ Other: _____

AWARD*

YES N/A

☐ x☐ Fully executed Memo to Committees from the Department with recommendation of award
☐ x☐ Other: _____

CONTRACT*

YES N/A

x☐ ☐ Copy of Executed Contract
x☐ ☐ Copy of all documentation presented to the Committees
☐ x☐ Finalized Council Committee Minutes
☐ x☐ Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Robert Renaric
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included