

SEPTEMBER 23, 2016

**NOTE TO BIDDERS
ADDENDA#2 TO RFP # '17/11/P**

**ADVERTISING SALES, DESIGN, PRODUCTION,
INSTALLATION, MAINTENANCE, AND REMOVAL FOR
SANTA FE TRAILS' BUSES EXTERIOR, SHELTERS AND
BENCHES**

Please be advised of the following change in this packet:

1. Attached is the current City of Santa Fe contract and amendment.
2. Attached are pictures of buses. We have 12- 35 ft Gillig buses, 2 -29ft Gillig buses and 12- 29 ft Eldorado EZ Riders and 4- 29 ft Eldorado passports.

RECIPT ACKNOWLEDGED BY PROPONENT

This addendum will be part of the bid documents and shall be included with bid submittal. Non-receipt of addenda by bidder in no way relieves the bidder of obligation of compliance with any terms and conditions stated in the addenda.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Templeton Marketing Services (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City to administer the Santa Fe public transit system advertisement program ("Program"):

A. Program tasks: The advertising Program shall consist of the design, sale, placement, management, installation, maintenance, removal of advertisement on the exterior/interior buses and existing benches and shelters for the City of Santa Fe Public Transit System, and collection of revenues and transmission of revenues to the City. All 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.

B. Advertising media: Durable advertising signs produced in a process subject to the approval by the City. Placement of commercial advertising on the City buses interior/exterior may be accomplished by means of bus displays and/or vinyl wraps and decals.

C. Rates: The Contractor agrees to charge advertisers in accordance with the rate cards negotiated and approved which includes up to fifteen percent (15%) discount for bargaining purposes. Exceptions for special, seasonal, and city department promotions will be handled on a case by case basis with prior written approval by the City

D. Reserved rights to advertising space: The City reserves exclusive rights to forty eight (48) inches of the interior panel space located immediately behind the driver on both sides and the exterior space on roof-mounted CNG tank covers. The City retains exclusive rights

to unsold interior and/or exterior space on all City buses, benches and shelters to be used by Santa Fe Trails to advertise events or promotions

E. 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”).

F. 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 1st through June 30th, payment is due July 30th).

G. Restrictions on production: Advertisers are not required to use the production services of the selected Contractor for the production of advertising. The Contractor shall notify all advertisers that they are free to utilize the services of any company to produce their advertising as long as the City advertising standards, as specified in the City Advertising Policy, are met.

H. 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.

I. 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, benches and shelters, and areas that are the subject of Contracts, and shall remove all ads within fifteen (15) working days after the ads have expired or have become obsolete.

J. Times of ad installation or removal: The Contractor shall be responsible for the installation and removal of interior and exterior ads on City buses, on a mutually agreed time, and on benches and shelters during daylight hours.

K. 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.

L. 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.

M. Adherence to law and policies: The Contractor and advertiser shall comply with all applicable Federal, State, County and City ordinances and regulations regarding advertising and shall have this term in all Contracts.

N. 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 of this statement prior to production of such advertisements.

O. 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 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 this Agreement.

P. 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 inform the advertiser to replace them.

Q. Art Shelters: No advertising is permitted on shelters commissioned and contracted by the City's Art Commission as "Art in Public Places" projects. These locations are as follows: Guadalupe and Cerrillos Road, Airport Road by McDonalds, Santa Fe Community College and Agua Fria and Kathryn. Concrete shelters on Cerrillos Road are not considered part of the "Art in Public Places" program; however, Contractor must communicate with the state Transportation Department to ascertain whether or not advertising at these bus stops would be acceptable. A shelter upgrade program, expected to be complete by the end of calendar year 2014, will result in all shelters and benches being classified as Art Shelters and advertising will no longer be allowed.

R. 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.

S. 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 available.

T. Activity report: A report 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.

U. Contract termination requirement: Following termination of Agreement, the Contractor shall leave the advertising space on interior/exterior of buses, benches and shelters in the same condition as it existed at the beginning of the Agreement, excepting reasonable wear and tear.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. 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 FROM CONTRACTOR.

A. The Contractor agrees to make to the City the following minimum guaranteed annual payments outlined as follows in accordance with Exhibit "B", attached hereto, January 23, 2013 letter from Templeton to City:

(1) **Year 1 (7/1/2013-6/30/2014): \$155,000.00 with breakdown as follows:**

- a. \$120,000.00 in the form of cash/check.
- b. \$30,000.00 in the form of Media Gift Card (trades.) If entire Media Gift Card is not used, the unused amount shall roll up to \$10,000.00 per year back into the annual cash payment guarantee or can option unused \$10,000.00 toward media trade in ensuing year.

- c. \$5,000.00 Production Gift Card (trades).

(2) **Years 2 (7/1/14-6/30/15), 3 (7/1/15-6/30/16), and 4 (7/1/16-6/30/17):**

\$150,000.000 annually with breakdown as follows:

- a. \$110,000.00 in the form of cash/check.
- b. \$35,000.00 in the form of Media Gift Card (trades). If entire Media Gift Card is not used, the unused amount shall roll up to \$10,000.00 per year back into the annual cash payment guarantee or can option unused \$10,000.00 toward media trade in ensuing year.

- c. \$5,000.00 Production Gift Card (trades.)

(3) **Santa Fe Pick-up minimum payment guarantee schedule:**

- a. Year 1 (7/1/2013-6/30/2014), \$5,000.00 in the form of cash/check.
- b. Year 2 (7/1/2014-6/30/2015), \$14,000.00 in the form of cash/check.
- c. Year 3 (7/1/2015-6/30/16), \$15,000.00 in the form of cash/check.

d. Year 4 (7/1/2016- 6/30/17), \$16,000.00 in the form of cash/check.

(4) Fifty percent (50%) of Contract revenues received each year, whichever is greater. (Please see Exhibit "A". The Proposal submitted from Templeton Marketing Services, Inc. to the City of Santa Fe submitted in Response to RFP #13/11/P and incorporated herein by reference and made apart thereof.)

B. The Contractor shall submit monthly reports detailing Contract revenues 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.

C. 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.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2017, unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 90 days written notice to the Contractor.

B. Contractor will have exclusive rights to bill the Advertiser for the remaining term of the advertising Contract between Contractor and the advertiser with a commitment to split 50% of any revenues with the City.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor, the advertisers, 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors or advertisers retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. 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.

9. CONFLICT OF INTEREST

The Contractor 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 this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written

consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage the amount required under the New Mexico Tort Claims Act.

13. LIABILITY

The Contractor shall acknowledge full liability and responsibility for any claim for damages resulting from the services performed under this Agreement. The Contractor shall assume full liability and responsibility for any damages resulting to City buses, shelters and benches when bus wraps or pressure sensitive vinyl advertising is removed. Any damage repair or repainting to any City bus, shelter or bench caused by removing advertising is to be paid by the Contractor.

14. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

15. 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.

16. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

17. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. NOTICES

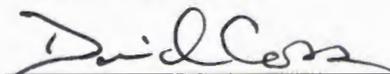
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

CITY OF SANTA FE:
Transit Division
Attn: Jon Bulthuis
P.O. Box 909
Santa Fe, NM 87504

CONTRACTOR:
Templeton Marketing Services, Inc.
Attn: Don Templeton
6509 Mojave Ct. NW
Albuquerque, New Mexico 87120

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

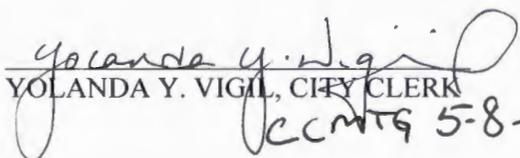
CITY OF SANTA FE:



DAVID COSS, MAYOR

DATE: 5/16/13

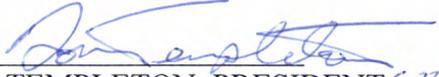
ATTEST:

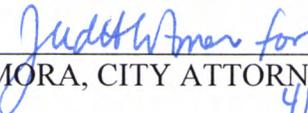

YOLANDA Y. VIGIL, CITY CLERK
ccmtg 5-8-13

APPROVED AS TO FORM:

TEMPLETON MARKETING SERVICES

APPROVED AS TO FORM:

By: 
DON TEMPLETON, PRESIDENT ⁵⁻²²⁻¹³


GENO ZAMORA, CITY ATTORNEY
^{4/23/13}

CRS #02-221548-004
City of Santa Fe Business
Registration# 13-00040952

APPROVED:


MARCOS TAPIA, DIRECTOR
FINANCE DEPARTMENT ^{5/9/13}



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Templeton Marketing Services

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$155,000.000 13/14 then \$150,000.00 14/15, 15/16, 16/17 yrlly

Termination Date: June 30, 2017

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: _____

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: _____

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ Revenue producing \$805,000.000



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 13/11/P Date: November 8, 2012

RFQ [] Date:

Sole Source [] Date:

Other This is a revenue producing contract

6 Procurement History: First year of 4 yr contract
example: (First year of 4 year contract)

7 Funding Source: Revenue fund/bu BU/Line Item: 51400.4719

8 Any out-of-the ordinary or unusual issues or concerns:
No
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Lois Amador
Phone # 955-2010

10 Certificate of Insurance attached. (if original Contract)



Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review
and approval (depending on dollar level).

Handwritten note: clerk@cityofsanrafael.com

To be recorded by City Clerk:

Contract #

Date of contract Executed (i.e., signed by all parties):

Note: If further information needs to be included, attach a separate sheet.

Comments:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights the certificate holder in lieu of such endorsement(s).

PRODUCER CS&S/BROWN & BROWN OF NEW MEXICO INC PO BOX 946580 Maitland, FL 32794-6580 1-866-883-7159		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): EMAIL ADDRESS:																						
INSURED TEMPLETON MARKETING SERVICES INC 6509 MOJAVE CT NW ALBUQUERQUE, NM 87120		<table border="1"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>American Casualty Co of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER B:</td> <td>Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	American Casualty Co of Reading, PA	20427	INSURER B:	Continental Casualty Company	20443	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	1015692720	08/04/12	08/04/13	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2051632215	08/04/12	08/04/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY(Per person)	\$
							BODILY INJURY(Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1074700142	08/04/12	08/04/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
	OTHER						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is Named as Additional Insured - State or Political Subdivision.

CERTIFICATE HOLDER City of Santa Fe Transit Division P.O. Box 909 Santa Fe, NM 87504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sandra R. Will</i>
--	---



Santa Fe (505)-466-2448 fx(505)-899-2317
Toll Free 1-866-443-4373

January 23, 2013

Robert Rodarte
Purchasing Officer
City of Santa Fe

Robert,

The media trade amount, 135k over 4 years, and the production credits (20k) are essentially 'gift cards' for Santa Fe Trails to be used at their discretion. This is in addition to \$450k minimum cash guarantee. The 'gift cards' are at Templeton's expense of available inventory that would be used to accommodate media trade (ie with Santa Fe New Mexican or Hutton Broadcasting). That means fewer inventories for cash revenue, but overall this equates to a net increase of 105k in value for Santa Fe Trails compared to our original offer.

The media trade values also have the same value/bus as cash revenue/bus with equal corresponding sacrifice of bus inventory. And for production credit, instead of Santa Fe Trails having to pay for printing & installation of bus displays promoting 'Bike to Work Week', Templeton pays for it.

Templeton also wants to clarify that if the entire media gift card isn't used, thus allowing more inventory for cash advertising, we shall roll up to 10k per year back into the annual cash guarantee.

Table 1
Guaranteed Payments to Santa Fe Trails

	<i>Minimum Payment Guarantee</i>	<i>Media Gift Card *</i>	<i>Production Gift Card</i>	<i>Total</i>
<i>Year 1</i>	\$120,000	\$30,000	\$5,000	\$155,000
<i>Year 2</i>	\$110,000	\$35,000	\$5,000	\$150,000
<i>Year 3</i>	\$110,000	\$35,000	\$5,000	\$150,000
<i>Year 4</i>	\$110,000	\$35,000	\$5,000	\$150,000
<i>Total</i>	\$450,000	\$135,000	\$20,000	\$605,000

Thus, the changes from our initial proposal added a \$135k media gift card, a \$20k production gift card for a total of \$155k added value. We reduced the cash guarantee by \$50k because of less inventory being available on buses and the 3rd question in the BFO emphasizing that shelter and bench inventory will no longer be available. These changes resulted in a \$105k net increase in our offer (\$605k vs. \$500k).

* A maximum of \$10k per year of unused Media Gift Card funds shall be added to the cash payment guarantee. Or can option unused \$10k toward media trade in ensuing year.

Also Templeton has 7 years experience in media buying for the City of Albuquerque Transit Dept. in the 1990's, including the 'Clean Air Campaign,' 'State Fair Park & Ride', and 'Summer Fun Pass'. During that time, we won two local Addy awards for radio commercials and a first place National 'Adwheel' award in 1996 for the Clean Air Campaign, from the APTA (American Public Transit Association) for the best advertising campaign among all transit authorities in cities of similar size. We are willing to assist Santa Fe Trails with our expertise in negotiating the most beneficial deals for media trade.

Sincerely

Don Templeton
Templeton Marketing

Exhibit "B"

3: Ad placement on existing benches and shelters will continue to be allowed until such time that the existing street furniture is replaced with "art shelters" currently being designed. The initial roll-out and installation of the new equipment is planned to be completed by September 30, 2013 and will likely affect between 30-40 bus stop locations. Although no budget has been approved, as of this date, to initiate phase 2 of the project it is anticipated that all bench and shelter advertising will be eliminated prior to the end of the advertising contract term.

We have amended the minimum payment guarantee in response to question #3, but over-compensating via media trade on behalf of Santa Fe Trails, along with annual production credits.

4: The annual payment guarantee, separate and apart from the annual payment guarantee for bus, shelter and bench advertising, is requested specific to the Santa Fe Pick-up component.

Minimum Payment Guarantee for Santa Fe Pick-up*	
Year 1	\$5,000
Year 2	\$14,000
Year 3	\$15,000
Year 4	\$16,000
Total	\$50,000

**Contingent on all 3 sides of Santa Fe Pick-up units being available for advertising space.*

Sincerely
Don Templeton
Templeton Marketing

'Staying on Track'

Bus Advertising Program for Santa Fe Trails

A proposal from Templeton Marketing Services, Inc. to the City of Santa Fe
Submitted in Response to RFP #13/11/P



King Kong wrap on City bus

Templeton Marketing Services, Inc., a private, for-profit marketing firm located in Albuquerque, NM, has been the advertising contractor for Santa Fe Trails for the past nine years.

Contact person: Donald Templeton (505/466-2448)



Some of our current products

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Executive Summary

Templeton Marketing Services is a local New Mexico company that sells bus advertising for the Santa Fe transit system and others. Our web site, <http://www.templetonmktg.com/>, shows all of our current products and rates. We were the initial contractor for Santa Fe Trails’ new advertising program started in 2003, and we have continued in this role for the past nine years. For 13 years we were also the advertising contractor for the Albuquerque transit system (1993-2006).

We quickly brought Santa Fe Trails’ new advertising program up to speed and by 2005 we were generating revenue above \$250,000 per year with more than \$125,000 going to the city. We were earning over \$9,500 per bus, which was one of the highest values in the industry. In 2008 the Great Recession began and advertising revenue for all media took a dive and continued to decline through FY 2011, when our revenue was only \$180,000. Revenue increased to \$217,000 in the fiscal year ending June 30, 2012, and, barring unforeseen disasters, we expect to be back to \$250,000 in 2013 and beyond.

Our proposal includes a detailed plan for maintaining and growing the advertising program with a new contract. We will continue sharing 50% of total revenue with the city according to terms

of the RFP, with all operating expenses to be borne by the contractor. We also offer an annual guarantee of \$125,000. We appreciate the statement in the RFP that “The City of Santa Fe’s intent is to maximize the revenue received from such advertising.” The best way to achieve this goal is to select a contractor with extensive local experience and with a proven record of maximizing total revenue.

With the RFP’s heavy emphasis on the minimum guarantee, there are other indirect benefits of a local contractor that evaluators should consider. For example, Lamar Advertising, the Albuquerque contractor, is based in Baton Rouge, Louisiana, and prints nearly everything out of state for the Albuquerque program. As a local New Mexico company we spent approximately \$50,000 in FY 2012 with New Mexico printers and local labor for Santa Fe bus ads, along with bench and shelter printing.

1. Statement of Qualification

Templeton Marketing Services, Inc. is a New Mexico company that sells bus advertising for the Santa Fe transit system. We are also the contractor for five other New Mexico systems listed in section 5 *Transit Clients*. Our web site, <http://www.templetonmktg.com/>, shows all of our current products and rates. We were also the advertising contractor for the Albuquerque transit system for 13 years (1993-2006).

The First Nine Years

We were the initial contractor for Santa Fe Trails’ advertising program that started in 2003, and we quickly brought it up to speed. By 2005 we were generating revenue above \$250,000 per year with more than \$125,000 going to the city. We were taking in over \$9,500 per bus (excluding shelter and bench revenue), which was one of the highest values in the industry.

In 2008 the Great Recession struck and advertising revenue declined sharply for all media. For example, Figure 1 shows what happened to newspaper advertising revenue. Yet we fared far



Figure 1 The effect of the Great Recession on newspaper advertising.

better than industry trends. In FY 2009, our revenues were down 3%, in FY 2010 down 9%, and in FY 2011 down 13%. The increasing declines were largely due to the loss of long-term contracts. We increased our marketing efforts to stem the decline. When the going gets tuff the tuff get going. This difficult period now seems to be ending. In FY 2012, revenues were up 20%. Barring unforeseen disasters, we expect revenue to be back around \$250,000 in 2013 and beyond. As evidence of our confidence in this recovery we are offering an annual guarantee of \$125,000 to the city.

Table 1 shows the revenue history over the first nine years of the Santa Fe Trails advertising program. This table shows the negative effect of the Great Recession and the beginning recovery in FY 2012.

Table 1
Annual Revenue for the First Nine Years
of Santa Fe Trails' Advertising Program

Fiscal Year (Ends June 30)	Total Revenue	Payment to City
2004	\$119,273	\$60,337
2005	\$250,856	\$125,428
2006	\$257,000	\$125,439
2007	\$239,026	\$119,513
2008	\$242,448	\$109,800
2009	\$234,357	\$113,768
2010	\$212,138	\$105,290
2011	\$180,646	\$90,323
2012	\$217,237	\$102,432
Total	\$1,963,955	\$952,330

A comparison with the City of Albuquerque may help to show the effect of the Great Recession on transit advertising. Table 2 shows the gross revenue for the past three fiscal years for the transit advertising programs for Santa Fe and Albuquerque.

Table 2
 Transit Advertising Revenue in Santa Fe and Albuquerque
 For the Past Three Years

Fiscal Year	Santa Fe			Albuquerque		
	Gross Revenue	Number of Buses	Revenue per Bus	Gross Revenue	Number of Buses	Revenue per Bus
2010	\$212,138	25	\$8,486	\$349,834	148	\$2,364
2011	\$180,646	25	\$7,226	\$386,666	148	\$2,613
2012	\$217,237	25	\$8,689	\$641,502	148	\$4,334

Management Structure

Don Templeton shall be the primary contact person for Santa Fe Transit. He will be available by telephone or e-mail at any time, and will schedule meetings with city representatives, and community groups as needed. Other Templeton Marketing employees may attend these meetings when appropriate. We shall endeavor to continue a close working relationship with Santa Fe Transit staff to fully coordinate all aspects of the advertising program. We shall obtain advance approval from Santa Fe Transit before altering rates or placing ads that may conflict with the City's advertising policy.

As an indication of the importance of this contract to us, the president of the company will serve as account executive. Our practice of appointing a single account executive, responsible for all aspects of a given account, has several advantages:

Advantages of our small-company management plan for Santa Fe Trails

- Santa Fe Trails will have a single contact person, Don Templeton, who can be called regarding any issue or any problem related to the contract.
- There is no division of responsibility. There will be no “passing the buck” as sometimes occurs in large organizations.
- All aspects of the contract will be planned to work together in an efficient and cost-effective manner to achieve a single goal: maximum revenue.
- Decisions can be made quickly and decisively when needed.
- Because he has full responsibility, Don Templeton is highly motivated to make the entire project succeed.

2. Resumes of key staff members

Don Templeton

Work Experience

1992-present. President, Templeton Marketing

Managed a growing marketing company. Transit Advertising has been Templeton Marketing's major specialty since its founding twenty years ago. Currently sell bus wrap advertising for the City of Santa Fe; 'Santa Fe Trails,' City of Las Cruces; 'RoadRunner Transit. Northern NM Park & Ride, Gallup Express, Navajo Transit, Cibola Area Transit, and Rio Rancho Public Schools. We were also the advertising contractor for the Albuquerque Transit Department from October 1992 to June 30, 2006. Templeton Mktg. also publishes a monthly newspaper.

1985-1992 Outside Sales for AmeriComm Direct Marketing, formerly Harte-Hanks Communications prior to June 1988. Albuquerque, NM. Advertising sales representative calling on retail and service oriented businesses in and outside of the Albuquerque metropolitan area. Establishing new shared mail programs in various cities in New Mexico and West Texas. Responsible for developing new customers and servicing established accounts. Personal 1991 sales were over \$600,000.

1983-1995 Outside Sales for New Mexico Business Equipment, Albuquerque, NM. Sales representative responsible for sales of Canon and Royal copiers to businesses with diverse copying requirements.

1982-83 Outside Sales for Advanced Office Equipment, Albuquerque,

NM. Sold Toshiba copiers. Company went out of business.

Education B.A. Hobart College, Geneva, NY, 1981

Business Memberships NM Advertising Federation, Santa Fe Chamber of Commerce, Las Cruces Chamber of Commerce

Personal Data Born 10/17/59 in Buffalo, NY, married, two children, excellent health, U.S. citizen.

Contact Information 6509 Mojave Ct NW Albuquerque New Mexico, 87120 Phone 505-898-3757 **Santa Fe 505-466-2448** Cell 505-321-4609 Fax 505-899-2317 E-mail dont20@aol.com

Suzanne Templeton

Work Experience 2008 to present. Assist in administration and sales for transit advertising focusing on expansion of new markets.

1991-2008. Co-owner and Vice President, Templeton Marketing
Publish the People of God Catholic Newspaper for the Archdiocese of Santa Fe. Responsibilities include managing Layout, Design, Advertising Sales and Distribution of newspaper. Assist in administration and sales for Transit advertising programs.

1988-1989 Advertising Sales Representative for AmeriComm Direct Marketing. Albuquerque, NM.
Responsibilities included advertising and printing sales.

1986-1988 Owner and developer of Check Collect Service, a check collection service for Albuquerque merchants.

Education Eastern Montana College, Billings, Montana. Two year program, Psychology major.

Personal Data Married, two children, excellent health, U.S. citizen

Organization Chart

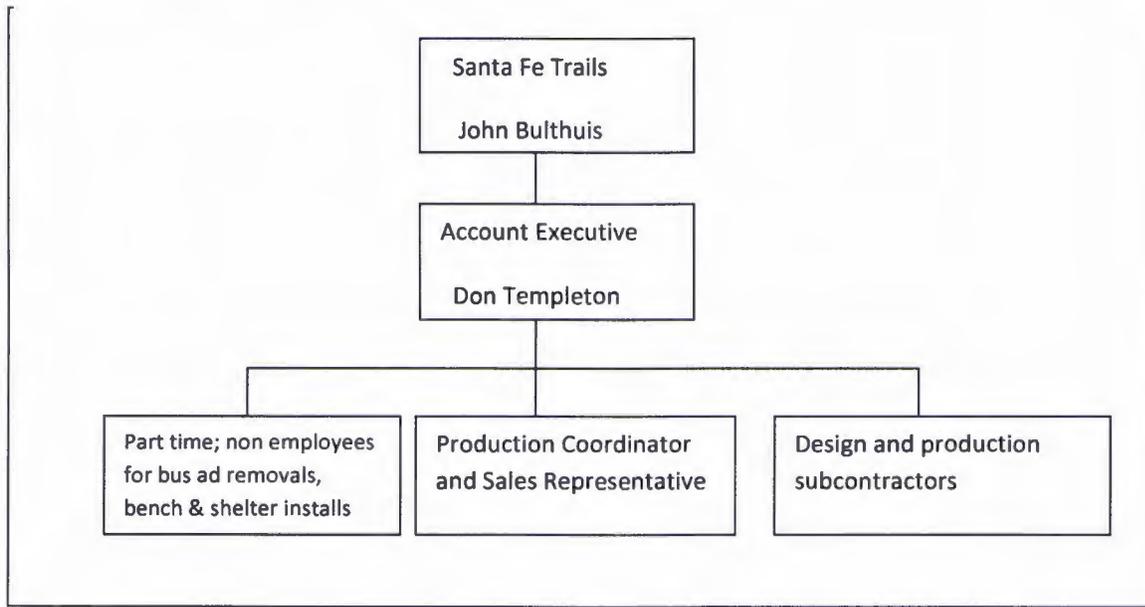


Figure 1. Proposed organization chart for Santa Fe Trails advertising sales.

Key Personnel

The Santa Fe advertising program has become the most important business for Templeton Marketing. Don Templeton has been the principal account executive for all aspects of the Santa Fe Trails account for the last 9 years, and the entire company has participated actively in the program. We propose to continue this proven management structure. Don Templeton shall be the account executive, and Suzanne Templeton shall be co-executive for advertising sales.

If selected, Don Templeton will continue to work with established contacts and key accounts. Don will also be the key contact for Santa Fe Trails personnel. It is possible that we will hire an additional local liaison for additional service and sales support within 18 months.

We are a New Mexico owned company, and all responsibilities will be handled locally. All sub contracted work will be with New Mexico owned businesses. As a local New Mexico company we spent approximately \$50,000 in FY 2012 with New Mexico printers and local labor for Santa Fe bus ads, along with bench and shelter printing.

Contact Information:

Office: 6509 Mojave Ct. NW, Albuquerque, NM 87120

Santa Fe phone 505-466-2448, Albuquerque phone 505-898-3757

Mobile Office: Don's car and smart phone 505-321-4609

Overall Project Management: Don Templeton will oversee all phases of the advertising program, including sales, production and installation coordination. Suzanne Templeton is responsible for sales and administrative support. Mark Timms will assist with power point and web-site development and updates. **Removals of expired ads:** John Vigil (cell 470-2460), of

Pecos, NM will provide most of the labor for removal of expired vinyl on buses, benchbacks and shelters on a timely basis. John, who is also employed as a driver for the Senior Center, performs these tasks in his spare time, as a secondary source of income. He will also assist in installation of benchbacks and shelter displays. It is convenient and efficient that John can perform some of these tasks before or after his shift. John also assists off site with shelter and bench maintenance, including cleaning and graffiti removal. Others may be involved as needed.

Bus-wrap Production and Installation: All production and installation of bus wraps shall be handled by subcontractors that are listed in section 10 *List of Suppliers*.

3. Statement of Financial Condition

Templeton Marketing has no long-term debt, and its finances are sound. We have always paid revenues in a timely manner. We are an S-Corporation, and gross sales for the past four years 2008-2011 averaged \$596,974. We expect gross sales of more than \$750,000 in 2012 as Santa Fe rebounded and contracts in Las Cruces and Rio Rancho come up to speed.

Bank accounts

Bank of America
Templeton Marketing Services, Inc.
Acct # Upon Request
Riverview Office, 505-282-4400 ext 3

Bank of America
Line of credit: \$150,000 LOC
Contact: Wesley Herrera
Ph# 888-852-5000 x3665

Credit references

Signplex
4901 Edith NE
Albuquerque, NM 87107
Contact: Hannah Olivas, 505-341-0213

Vanguard Printing
101 Summer NW
Albuquerque, NM 87102
Contact: Eva DePaulo 505-242-5426

4. Sample portfolio of recent bus ads



Full Bus wrap-Newer bus



King Kong wrap (driver side)-Newer bus



Full Back wrap



Bus King (without frame)



2/3 Back wrap – newer bus



Load side king kong

Additional examples are on our website: <http://www.templetonmktg.com/>

5. Transit Clients

1) City of Santa Fe/Santa Fe Trails

2931 Rufina, Santa Fe, NM 87504

Contract date: July 2003 to Present

Scope of services: Sale, design, placement, management, installation, maintenance, and removal of the exterior/interior buses and existing benches & shelters for Santa Fe Trails.

Contact: John Bulthuis, 505-955-6556



2) City of Las Cruces/RoadRunner Transit

1501 E. Hadley, Las Cruces, NM 88004

Contract date: December 2009 to December 2014

Scope of services: Exterior display advertising (partial side wraps & backwraps)

Contact: Mike Bartholomew, 575-541-2537



3) Northern NM Park & Ride

2520 Camino Entrada Ste C, S Fe, NM 87507

Contract date: 2004 to Present

Scope of services: Exterior display advertising (king kong and back-wraps).

Contact: Fred Ullum, 505-424-1110



4) Gallup Express,

2205 East Boyd, Gallup, NM 87301

Contract date: May 2012 to Present

Scope of services: Exterior display advertising (half-side and back-wraps)

Contact: Matt Ortiz, 505-722-2345



5) Taos Chile Line

400 Camino de la Placitas, Taos, NM 87571

Contract date: 2009 to Present

Scope of services: Exterior display advertising
(Side and back-wraps)

Contact: Matt Ortiz, 505-722-2345



6) Rio Rancho Public Schools,

1804 Idalia Rd NE, Rio Rancho, NM 87124

Contract date: Feb 2011 to Present

Scope of services: Exterior display advertising
(load-side decals only)

Contact: Maurice Ross , 505-338-0078



6. List of Awards

Sadly, there is no Nobel Prize for transit advertising. The two major transit advertising awards are 1) renewed contracts, and 2) appealing displays that attract new customers to transit advertising. We have done well in these award categories as evidenced by our revenue numbers, but we also treasure any outside recognition that comes our way.

We received a commendation letter from the Literacy Volunteers of Santa Fe for donating a bus for painting a mural on side and back.

We received recognition from the Tricentennial Protocol Committee in 2006 for supporting the Albuquerque Tricentennial by donating a dazzling bus wrap.

From 1993 to 2000 we served as the ad agency for Sun Tran, and were involved with all of their outside-media advertising. Most of this work involved special events promotions, such as *State Fair Park & Ride*, *Fun Pass*, *Clean Air Campaigns*, and *Big I Blues*. During that time, we won two Addy awards for radio commercials and a first place National “Adwheel” award in 1996 for the *Clean Air Campaign* from the American Public Transportation Association for the best advertising campaign among all transit authorities in cities of similar size.

Innovative Design



One of many examples of innovative design by Templeton is the partial load side wraps on the EasyRider units.



We have incorporated the CNG tanks on top for positioning of an upper banner to give a finishing touch to the main display position between the front wheel-well and mid loading door. It started with the 'Breathe Easy' campaign, working with Santa Fe Trails, along with the State Dept. of EM&R. This actually helps our effort to market an otherwise less desirable ad position. Advertisers have responded enthusiastically to this innovation. With most of driver sides and backs already sold on the newer 800 series, this load side position provides additional viable inventory, and a unique looking display at reasonable rental and production costs. This display is also suitable for shorter term showings, such as the 'Nutcracker Ballet.'

7. Comprehensive Plan & Approach

Serving as advertising contractor for Santa Fe Trails will continue being a top priority for Templeton Marketing. Our extensive experience in performing the same type of services in New Mexico and our nine years of experience and knowledge of the Santa Fe market is the basis of our proposal. As Albuquerque Transit's advertising contractor for 13 years (1993-2006), along with wrap advertising services performed for Las Cruces RoadRunner Transit, Northern NM Park & Ride, Gallup Express, and Rio Rancho Public Schools, we are the most experienced company in New Mexico in most of the scope of services requested in the RFP.

Upon award of contract, Templeton Marketing will continue maintaining and building the advertising program from the momentum we have established during the first nine years. There are already a number of businesses under contract beyond the January 2013 start date. In this section, we shall describe our approach to selling advertising on the exterior of buses.

Advertising sales on buses

Our goal is to sell as much of the available inventory as possible. The major revenue generators are exterior displays, especially wrap advertising. Sources for revenues will be 12 of the newer 35' EasyRider buses (800 series), 13 of the older 'Bluebird buses', and the (2) new 1100 series units. The passenger vans and sedans used for paratransit are typically not viable for advertising compared with fixed route buses.

Wrap advertising is the most expensive and most profitable to sell. They have been popular and have become well established in the Santa Fe market. They are typically on longer term

advertising agreements. They include king kong wraps, full backs and 2/3 backs. These are key to continued success. Currently, on the 800 series buses, we are completely full on 2/3 backs, and approximately 90% filled on driver-side positions. We also offer full bus wraps. Smaller displays like bus kings (large decals below windows) are useful for shorter term showings, and are popular for 'event' advertising. Interiors, while important, do not play a large role in generating revenue. Bus exterior advertising accounted for 80% of Santa Fe gross advertising revenue in FY 2011 and 2012. The majority of this revenue was generated by wrap displays. The balance came from smaller, 'decal' displays, like bus kings (often for events) and load side decals. The remaining 20% was almost all from benches and shelters. Interior was less than 1%.

With approximately 26 buses available for wrap advertising for the past two fiscal years, gross revenues averaged over \$7,000/bus/yr. While the Bluebird buses have been the work horses for the advertising program, the newer 'EasyRider' units have gained in popularity. In spite of difficult market conditions and higher than normal attrition this year, revenues rebounded in FY 2012. In FY 2013 and beyond we expect annual revenue per bus to return to about \$9,000, which we were achieving before the Great Recession. Total revenue may be reduced by up to 20% as bench and shelter space is lost.

Advertising rates for exterior displays are shown in section 11. We have incorporated pricing for the 'EasyRider' buses into the rate brochure and on our web site.

Advertising sales on existing benches and shelters

Over the past five years, we have made significant progress in generating revenue from benches and shelters. Shelter and bench revenue was \$43,000 in FY 2012 representing 20% of total revenue. While available locations for this aspect of the ad program will decrease, we shall continue with management of available locations. Shelters and benches are an inexpensive advertising option that allows advertisers to target specific areas of Santa Fe. As availability dwindles, we shall attempt to convert our existing bench and shelter advertisers, like NM Bank & Trust, Joe's Diner and Casino Hollywood to bus ads.

Marketing Strategy

During our 20 years of experience marketing transit advertising in New Mexico, and the past nine years in Santa Fe, we have developed a marketing strategy that is effective in this local environment. Our strategy combines aggressive sales effort with excellent customer service and includes the following components.

- We identify all potential outdoor advertisers and agencies in the area and keep in touch with them through personal sales calls, telephone contacts, brochures and our web site. During the initial Santa Fe start-up in 2003, we did our own outdoor advertising. Now the existing advertising displays, especially wraps, help promote the program.
- We give prompt and dependable service to ensure that all of our advertisers are potential repeat customers. We give added value and incentives for new customers.
- We give an industry-standard 15% commission to agencies, which is not included in our gross revenue.

- We give a 25% non-profit discount. We pursue non-profits as a contribution to our community and as a way of filling space that has not been sold at regular commercial rates. If mutually agreeable with Santa Fe Trials, space can be donated, as with our donation to Literacy Volunteers of Santa Fe.
- We employ quantity and time-length discounts to encourage large orders.
- Our web site, <http://www.templetonmktg.com/>, makes photos of our products and rate information readily available to all.
- We pursue small customers with equal vigor to our larger accounts, since small advertisers provide local flavor, they often become larger, and they diversify the customer base providing some protection against the loss of a large account.
- We keep a finger on the pulse of local and industry advertising trends so we can adapt to challenges, such as changing technology, seasonal and business-cycle variation, and new advertising ideas. We want our customers to see us as a source of advertising information and wisdom.

We have had significant experience starting and growing new transit advertising programs in New Mexico, including Santa Fe and Las Cruces. Our beginning experience in Albuquerque in 1992 was much like an initial startup. Santa Fe is now our largest endeavor, and we shall strive to continue the success by focusing on the following items.

- We shall continue to identify potential customers for more profitable wrap advertising, which include mostly local advertisers with a need and budget for large-format displays, and also large advertisers represented by local, regional and national agencies.
- We shall continue making presentations to existing local advertisers and ad agencies, all of whom we know on a first-name basis, including updates, wrap availability and new-product information. Wrap advertising offers high visibility at competitive rates, which has made transit advertising in Santa Fe more competitive with billboards (on I-25 corridor) and various local advertising media, including newspaper and radio.
- Rate flexibility, which is always helpful, was especially important during the first two years of Santa Fe's new program when the fair market price of our products in the local environment was still uncertain. Our contract allows us to deviate from published rates by up to 15% without prior approval by the city, and we are pleased to see that continue in this RFP. This was especially helpful in getting the program going with good examples of wrap advertising visible on the streets.

Competitive Environment

The advertising-market is highly competitive. Advertising budgets are being shifted continuously from one medium to another in search of the lowest cost/benefit ratio for a particular campaign, each of which is unique. Bus displays are competing with the print media, the Internet, radio, and television for advertisers' dollars. We have found that, given a high level of sales effort, the three factors that are most influential in placing transit advertising are rates (price), rate flexibility and image.

- **Rates.** The price of anything is arguably the major determinant of how much of it will be sold. There is a trade-off between price and amount of inventory sold, and we try to find

the “sweet spot” that will maximize revenue. In FY 2012 approximately 70% of available inventory was sold¹. However, most of the sold inventory was the more expensive and profitable wrap advertising.

- **Rate Flexibility.** The advertising market is never static. Demand varies by season, by the state of the economy, and for unknown reasons. To maintain a high rate of inventory sold during these market fluctuations requires rate flexibility. Special sales and promotions along with individual discounts are effective rainmakers. It will continue to be mutually beneficial to maintain a policy of rate flexibility.
- **Image.** We have devoted a great deal of effort in building and establishing a positive local image for transit advertising. A large part of our early growth in Santa Fe was due to high quality wrap displays, which were initially an unknown commodity in Santa Fe. They had a strong initial positive impact, and have steadily gained prestige relative to other media. We have continually emphasized the ability of transit advertising to produce great exposure at reasonable rates, and we have encouraged displays that are attractive and of high technical quality. The wrap displays use high quality vinyl with inks that do not fade, further enhancing the image of transit advertising among local advertisers.

Our emphasis on providing excellent customer service has resulted in a large number of repeat customers, such as Barker Realty, Santa Fe Community College, Blue Cross, NM Bank & Trust, NMEFCU, State of NM DOT & DOH, and others.

Participation of the Santa Fe Community

The advertising program has attracted participation of the Santa Fe Community, including the City Water Department, City MRC, Literacy Volunteers of Santa Fe, Santa Fe Farmers Market, SW Care Center, Esperanza Shelter, Ronald McDonald House, and Santa Fe County DWI program. We have worked with the Santa Fe Art Community such as International Folk Art Festival, Juan Siddi Flamenco, Art Santa Fe Fair, and recently for the Nutcracker Ballet.



¹ Does not apply to interiors, shelters and benches.

Business Community



City Departments/PSA



Community & Events



Use of local and national advertising agencies

Most large national advertising campaigns are handled by advertising agencies, and we work with them on these accounts. It is customary in the industry to give discounts from published rates, usually 15%, to advertising agencies. Some of the large advertisers that are already utilizing, or are prospects for, wrap advertising are represented by agencies. Local agencies are an important source of business, although many local advertisers currently advertising on the buses are without agency representation and can be approached directly.

We have long established relationships in both Albuquerque and Santa Fe with prominent agencies and media buyers. We have worked with many third-party buyers for twenty years. Current revenues for Santa Fe include buyers from Albuquerque, including the Esparza Advertising (client; Blue Cross). We are also working closely with agencies in Santa Fe including Cisneros Design (clients; Advanced Urology of NM and Housing Trust) and Elevate Media (clients Ambercare & City MRC).

We have established relationships with a number of large national and regional advertisers. National buyers often look only at the top fifty markets for transit advertising. While Santa Fe is not a top-fifty market, we have succeeded in getting some national advertisers for Santa Fe including Outdoor Media Alliance (client; Cricket) out of Chicago, Vimarc (client; Amerigroup) of Louisville, Buntin Advertising (client; Burger King) of Nashville, Blu Line Media (clients; Medicare Fraud Prevention) from Los Angeles, and Standard OHM (client; US Bank) of Illinois. We hope to improve in this sector. We have been in regular communication with many others such as Delta Media, which regularly send us media requests and competitive analysis reports.

Potential customers represented by agencies are already aware of the advantages and disadvantages of bus displays. The fact that Santa Fe does not fall within their primary market preferences presents a special challenge. The opportunity to offer access to wrap advertising in Santa Fe is another advantage. Since there are no competing billboards in Santa Fe, it appeals to national and regional advertisers that typically look only at billboards.

Aside from those we already know, we shall continue to contact more of the national advertising agencies that represent clients with locations in Santa Fe. We shall also communicate with other transit advertising contractors in the region, such as Denver, Phoenix and Dallas, for cross-promotional opportunities. We send these prospects a media packet, including rates and attachments describing the benefits of advertising on Santa Fe Trails, and/or e-mails followed up by sales calls.

National advertisers, such as the Dairy Association's "Got Milk" campaign, purchased bus panels for years in Albuquerque as part of a much larger advertising campaign. They tend not to be as sensitive to special promotions as are local advertisers, and they tend to purchase space on their own schedule. Thus, they are less influenced by sales calls. There is still potential for more national customers, most of whom are represented by large advertising agencies or regional media buyers. We shall continue this effort in Santa Fe as described in our marketing plan. With our established reputation and proven advertising program, Santa Fe has already become more attractive to national advertisers.

8. Budget Forecast

Forecasting is difficult, particularly for the future where unexpected events regularly occur. The recent recession hit advertising expenditures hard for almost all media. Figure 2 shows the effect

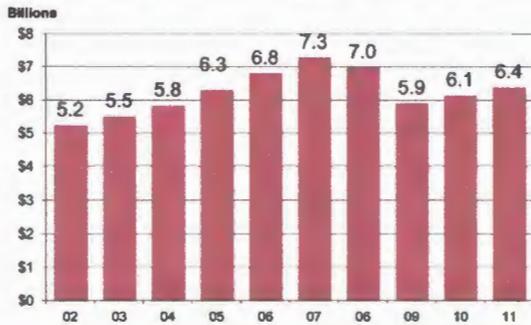


Figure 2 Total U.S. outdoor advertising expenditures by year.
Source: Outdoor Advertising Association of America.

of the recession on total outdoor advertising expenditures, which includes transit advertising. There was a sharp drop in 2009 with slow recovery in 2010 and 2011. Our revenue did not start to improve until FY 2012(which includes half of 2011), because several large contracts expired in 2010 and 2011 and were not renewed. There is a normal attrition rate of about 30% for bus advertising, so the program requires continued aggressive sales effort.

If the U. S. economy continues its slow recovery following the recession, transit advertising should increase in pace, and we should see corresponding growth in revenue. Our extra sales effort and the addition of newer buses for wrap advertising should help the recovery. Thus, we expect total revenue for FY 2013 to be between \$240,000 and \$250,000. Bench and shelter displays accounted for about 20% of our total revenue in the past, and this will be phased out over the next two years as existing advertising space is replaced with “art shelters and benches.” We do not expect to lose all of this revenue, however, since we hope to convert many bench and shelter advertisers to buses.

Our financial offer

- We expect gross revenue in the first year of the new contract to be between \$240,000 and \$250,000.
- We propose to give 50% of gross revenue to the City, as in our current contract. This is total profit for the City, since all operating expenses are borne by the contractor.
- We propose to give the City a minimum annual guarantee of \$125,000 as an indication of our confidence in the recovery of the advertising program.

Revenues versus costs

Templeton Marketing pays Santa Fe Trails 50% of gross billings for rental of space. This is net profit for Santa Fe Trails, since it goes straight to the bottom line. The contractor performs all the work involving costs. The work process for the contractor proceeds from initial contact with potential advertisers to contracting, installation, maintenance and billing. From the contractor’s 50% portion, we have overhead of about 25%, not including salaries and taxes. Overhead, or direct costs incurred, includes labor for installation, removals, graffiti removal, maintenance for bench/shelter displays, and overhead for marketing: sales-marketing materials, time for calling, visiting, sales presentations and follow up. There are also myriad administrative costs including local phone number, billing and accounting, gas for travel, postage, production coordination, etc. The contractor has also assumed full responsibility for bad debt. As a small, locally owned

business, we can effectively keep our overhead low. The benefit for Santa Fe Trails is a strong incentive for the contractor to maintain and enhance a successful program.

9. Billing practices/Standard production rates

We have in place computer systems that ensure timely and accurate attention to all tasks and that enable us to continue meeting all of Santa Fe Trails' reporting requests. We use an accounting system based on *Quickbooks Pro* software in which billing and payment information is entered in a double-entry system. The program will print a variety of reports concerning billing and payment. It will also be used to assemble sales reports and invoice copies used in monthly revenue reports to Santa Fe Trails. These reports including advertiser, display dates, and billing information, are key entered and printed using a *Microsoft Word* template. Along with a planner pad, we also use *Microsoft Excel* for inventory tracking. Tracking of sold and expired inventory is also done manually each month to facilitate scheduling with our installer and to avoid potential conflicts with space availability. We also log monthly call activity reports.

Production estimates are provided to clients upon request. The production costs for wrap advertising include control-tack vinyl, window-vision or perforated vinyl, tiling and installation. We strive for high quality wrap displays, including higher resolution outputs. Typically the production costs are as follows (depending on quantity):

King Kong wrap (139" x 103")	\$1,900
King Kong wrap (117" x 103") E Rider	\$1,650
Full Back (102" x 94")	\$1,250
2/3 Back (99" x 53") E Rider	\$650
Full Side (420" x 103", 345" x 103"- E Rider)	\$4,000-4,500
Load side partial (EasyRider) 60" x 103" + banner above(131" x 18")	\$1,000
Full Wrap (pending bus type)	\$8,000-9,000
Load side decal (20" x 72")	\$100
Driver side bus king (30" x 117", 30" x 144")	\$180-190

Cost estimates for layout and design services are available on request. Costs range from no-charge for less than two hours to \$40-50/hour depending on display type, complexity and hours.

10. List of Suppliers

Over the years we have developed a strong working relationship with a number of dependable suppliers for a wide variety of tasks including printing, graphics, and labor. This has allowed us to perform a wide variety of specialized tasks in a timely and cost-effective manner. Our major subcontractors, all of whom are located in New Mexico, are listed below.

- **Signplex**, 4901 Edith NE, Albuquerque, NM 87107 ph#505-341-3791 Contact: Jeremy Pollaro Source for wrap advertising vinyl production & installation
- **Subia Corporation**, 6612 Gulton Ct NE, Albuquerque, NM 87109 ph#(505)-345-2636 Contact: George Subia or David Wilson Source for wrap advertising vinyl production
- **Resolution Graphics**, 4330 Yale NE, Ste A, Albuquerque, NM 87107 ph# (505) 343-1237 Contact: Chris Ruddy Source for production of vinyl for bus decals and vinyl for glass shelter displays. Also produce graphics for interior displays, printed on polystyrene.
- **Sign and Image Factory**, 2937 Monte Vista NE, Albuquerque, NM 87106 ph# (505) 232-2112 Contact: Andrew Vance or Rob Watkins Responsible for printing & mounting of bench back displays, and older shelters, with vinyl mounted on aluminum. When needed assist with graphic design & layout services for displays.
- **Signs Today**, 333 Montezuma, Santa Fe, NM 87501 ph#505-982-9595 Contact: Wayne Source for installing bus king decals, load side decals and glass shelters.
- **John Vigil**, PO 169, Pecos, NM 87552 ph#505-470-2462 John works part time w/bus ad removals, install & removals of benchback displays and shelter displays.
- **Ryan Ferguson(dba Echo Impact Advertising & Design)** 501 W Zia Road, B-104, Sana Fe, NM 87505 Ryan works part time, mostly doing bus ad installs

11. Proposed Rate Card and Sample Sales Contract

Templeton Marketing provides rate information via a sales brochure, e-mails with a web rate file and other attachments, and through our web site: www.templetonmktg.com. Below are current rates that will be updated for FY 2013. Also available to potential clients on request are updated locator lists for bench and shelter locations with itemized pricing.

Santa Fe Trails Transit Rate Card

*Local reach – high visibility

*Fixed bus routes *High frequency M-F(7am-6pm)

Impact!

Discount
10% for 2-4
wrap displays

10% for 5+
side decals

Wrap Displays
3-month
Minimum

Side Decals
2 month minimum



King Kong Wraps

-varies w/bus type

Rental: \$550-650/mo(driver side)
\$380-500/mo(load side)

Sizes: 119" – 139" width(D-side)
60" – 139" width(L-side)

Production Cost: \$1700-1900 (d-side)
\$1100-1900(l-side)

Includes control tack vinyl, window perf & installation

*Conditional upon vinyl type



Back Wrap, 2/3 Back,

Rental: \$490/mo(backwrap)
\$380/mo(2/3)

Size: 102" x 92"(backwrap)
99" x 53"(2/3)

Production Cost 1240/ea, \$650/ea



Full Wrap, Full Side

Rental: \$2100/mo(Full Wrap)
\$1000/mo(Full side)

Production Cost: Subject to quote

Includes control tack vinyl, window perf & installation



Side Decals

Rental: \$220/mo(bus king)
\$160/mo(Load side)

Size: 30" x 144"(D-side)
30" x 117"(D-side)
20" x 72"(L-side)

\$130/mo additional for jumbo king

Production Cost:
\$190/ea(bus king), \$110/ea(L-side)
& additional charge for jumbos

Bus King (30" x 144")

Transit Advertising Agreement



SANTA FE TRAILS

Advertiser: Fusion Fire Buffet & Grill
Product/Client: King kong wrap – 12 months

TYPE OF DISPLAY	SHOWING SIZE	# OF DISPLAYS	RATE/EA	TOTAL
(2) King kong wraps(EasyRider bus) @\$480/ea/mo				11520.00
			TAX	\$ 806.40
	\$1027.20/mo		TOTAL	\$12326.40

Comments: Monthly billing; commences upon completion of installation

Month(s) to Advertise												
Year: 2011-12	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Posting Date: 12-19-11	X	X	X	X	X	X	X	X	X	X	X	X

Full payment is requested by date of posting and/or no later than 30 days from invoice date, payable to Templeton Marketing.
 Advertiser or Representative responsible for display materials (signs) And its own Insurance for any loss or damage to materials while on display. Templeton will replace display @nc if damage occurs within 90 days of posting. All materials must be delivered, ready for display, seven working days prior to start date.

Signature (As Agent for the Advertiser)

Advertiser: Fusion Fire Buffet & Grill

ATTN: Dung Zhang

Address: 3795 Cerrillos

City: Santa Fe

State/Zip Code: NM 87505

Salesperson: Don Templeton

Date: 12-7-11

12. Media trade outs

It is possible to negotiate an exchange of bus displays, benches and shelters and/or limited sponsorship of an event for outside media needed by Santa Fe Trails. Such trades will allow Santa Fe Trails to obtain outside-media exposure at greatly reduced out-of-pocket cost. Other trade scenarios that benefit Santa Fe Trails, such as that given to Santa Fe Place in the past, are instances where businesses are already partnered with Santa Fe Trails, and represent a way to reduce costs. When the contractor is actively involved in a trade-out that involves space that would otherwise be sold, a half-cash, half-trade may be arranged. This allows the contractor to collect his portion in cash, and Santa Fe Trails' portion in trade. We shall continue working with Santa Fe Trails to establish a mutually beneficial trade-out policy.

13. Secondary proposal for advertising on Santa Fe Pick-Up vehicles



Santa Fe Pick-up vans



Possible advertising displays on Santa Fe Pick-Up (25' Glaval units)

We propose selling partial wrap displays on the Santa Fe Pick-Up vans. There are three fully active 25' 15-passenger vans used for this program. These 'Glaval' cutaway buses are similar to units we sell advertising on in Gallup and Grants. There may also be smaller units available, but for purposes of this proposal we are assuming it will be primarily for these three units.

The fact that Santa Fe Pick-up vehicles are used exclusively in the downtown area and connect with the final Rail Runner station will facilitate advertising sales. The primary prospects for this program will be downtown merchants seeking added exposure to visitors and residents frequenting the Plaza area of Santa Fe.

One of the concerns expressed by the Parking Division was covering of 'Santa Fe Pick-Up' lettering on the sides and backs of the vans. This is unavoidable with effective advertising displays. We suggest that additional lettering, if needed, can be placed above the rain rim or on the driver's door.

We suggest the following starting advertising rates, although, for a new program, rates may need adjusting in light of market response.

- Full Backwrap \$400/mo
- Full Driver Side wrap \$600/mo
- ½ Driver side wrap \$400/mo
- 2/3 Passenger Side \$450/mo

Rental rates do not include printing & installation costs, which are paid separately by the advertiser. We propose to pay 50% of total rental revenues to the city. All associated overhead and operating costs will be paid by the contractor.

The three primary units will provide nine advertising positions if all three sides of each unit are available for sale. The smaller passenger vans, depending on extent of use, could be used for smaller and more short-term ads. Although it is difficult to estimate revenues for an untried program, we project gross revenues of approximately \$20,000 for the first year, and possibly \$30,000 for ensuing years. If the program proves successful, rates may be raised to enhance revenue.

We have had successful experience starting new transit advertising programs, and we are familiar with most Plaza businesses. Over the past nine years, we have sold advertising to downtown merchants such as Goler Shoes, Georgia O'Keeffe Museum, Sanbusco Market, Hotel Santa Fe, Jewel Mark, Kowboyz, Absolute Nirvana Spa, Bodhi Bazaar, Back at the Ranch, Windsor Betts Gallery, Gebert Contemporary, Alpine Sports, and Plaza Mercado. We are also already in contact with others, such as Cowgirl Barbeque, Zia Diner, Santa Fe Bar & Grill, the Pantry, Tomasitas, and Packards on the Plaza.

Appendix A. Letters of Recommendation

June 1, 2011

To Whom It May Concern:

On behalf of Literacy Volunteers of Santa Fe, I would like to commend Don Templeton for his community spirit and generosity. When the LVSF Board and staff decided that we wanted to paint a mural on a City of Santa Fe bus to educate the public about the importance of reading, we approached the Mayor. We had no idea that the City contracts out the bus "real estate" for advertisements.

After several conversations with City staff and Don, LVSF arranged to paint a mural on the bus thanks to Don's agreeing to give up the potential revenue he could have gotten from a paying customer. He appreciated the intrinsic value of the public service of having the bus promote literacy as it travels its various routes. We brought a world famous graphic artist, Phil Yeh, to Santa Fe to paint the mural along side students and community members.

In all of the negotiations, Don went the extra mile to make sure I got the information the artist needed. He sent me photos of the bus he agreed to let us paint as well as all of the dimensions.

Now that people see the bus traveling throughout Santa Fe, we can all be proud that everyone worked together to make this project a success. It would not have happened if Don had not been willing to donate the space he could have used for a profit.

Please call me at 988-4523 if you would like more information about Don or the nature of our work together.

Sincerely,



Meredith R. Machen, Ph.D.
President of Literacy Volunteers of Santa Fe



Turri Consulting

364 Laborcita Canyon Rd. La Luz, NM 88337 turriconsulting@tularosa.net
575-434-6638 office 575-430-4231 cell 575-993-5377 fax

August 17, 2009

RE: Templeton Marketing

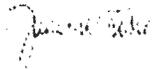
To Whom It May Concern:

I have worked with Don Templeton and Templeton Marketing off and on for many years and have always found Don and his company to be excellent. Don is always on top of it...if I need information, proposals, production, anything, I can count on Don to respond quickly and fairly.

In early 2008 my primary client, a federal credit union based in Albuquerque, expanded into the Santa Fe area and Don was there to work with us on getting a Full Bus Wrap in Santa Fe. The production on the wrap was excellent quality and still looks great today. We renewed for year two without hesitation.

I give Don Templeton and Templeton Marketing my highest recommendation. In 15 years of Media Buying, I can honestly say Don stands out as one of the best people I've worked with.

Best Regards,



Jan Turri, Proprietor & Media Consultant
Turri Consulting



Post Office Box 2247
Santa Fe, New Mexico 87504-2247
505.946.2500 phone
nmb-t.com

May 18, 2007

To Whom It May Concern:

New Mexico Bank & Trust has done business with Don Templeton Marketing since December 2003. Mr. Templeton has displayed ads for our mortgage department on several bus shelters throughout the city. Mr. Templeton has made changes and cleaned up graffiti and debris in a timely manner. We are pleased with the services Mr. Templeton has provided.

Sincerely,



Alan O. Austin
President

From: Donna Seale
Sent: Friday, November 02, 2012 8:55 AM
To: Don Templeton
Cc: Laura Cates
Subject: A big thank you

Don, we wanted to let you know how much we appreciate all you've done to help make our client's fall campaign a success.

You always respond to our requests (urgent and otherwise) in a timely manner and yet are still very thorough so that we feel confident everything is taken care of. And then you provide complete proof of performance reports which is essential when we're buying space from out of state.

And speaking of proof of performance, we definitely appreciate the way you go above and beyond to try and provide bonus inventory when available. As you know we only have one time of the year when we can market this product so any additional exposure is always welcome.

Now if we can just sell some insurance policies!

Important note: Please note new address/phone below.

Donna Seale : Sr. Media Planner/Buyer VIMARC 1205 E. Washington Street, Suite 120 Louisville, KY 40206
contact | donna.seale@vimarc.com - p. 502.261-9100, ext 5171 f. 502.261.9105

DeVargas Center

May 23, 2007

RE: Don Templeton Letter of Reference

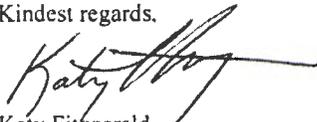
To Whom It May Concern:

I have had the great pleasure of working with Don Templeton going on 4 years now. Filling management roles at two shopping centers in Santa Fe has kept me busy and having to generally deal with poor customer service from so many of my vendors here, my working relationship with Don has been and remains a breath of fresh air.

I have worked with Don primarily in regard to advertising on the city's bus system. From the start he has been an impeccable salesperson: thoroughly knowledgeable of the product, the target demographics, benefits, drawbacks, etc. I have also greatly appreciated his intense attention to detail with regards to ad production. Every bus wrap I have featured has been perfect.

As an outstanding salesperson, astute businessman and ad production guru; I highly recommend Don Templeton.

Kindest regards,



Katy Fitzgerald

564 North Guadalupe
Santa Fe, New Mexico 87501
(505) 982-2656
Fax (505) 988-5227
email: info@devargascenter.com

SPD725(7/83)

93R38

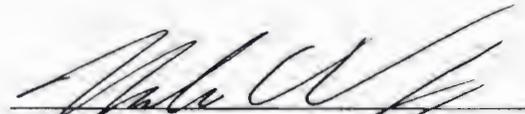
CERTIFICATION NO. SPD _____

DATE ISSUED 08/20/09

TEMPLETON MARKETING SERVICES INC

IS HEREBY CERTIFIED BY THE OFFICE OF THE
State Purchasing Agent

TO BE A RESIDENT BIDDER AS DEFINED IN CHAPTER 13: PUBLIC PURCHASES
AND PROPERTY NMSA 1978 AND PER RESIDENT BIDDER CERTIFICATION
QUESTIONNAIRE FILED IN THE STATE PURCHASING DIVISION'S OFFICE.


STATE PURCHASING AGENT

Appendix C Federal Forms

Attachment 5

Federal Forms

Form 1 Energy Conservation Requirements

Form 2 Lobbying (three pages)

Form 3 Federal Changes

Form 4 No Government Obligation to Third Parties

Form 5 Program Fraud and False or Fraudulent Statements (2 pages)

Form 6 Termination (5 pages)

Form 7 Government-Wide Debarment and Suspension (Non-procurement) (2 pages)

Form 8 Privacy Act

Form 9 Civil Rights Requirements (2 pages)

Form 10 Disadvantaged Business Enterprise (DBE) (2 pages)

Form 11 Incorporation of Federal Transit Administration (FTA) Terms

6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

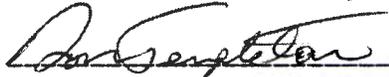
Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements 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. The following language has been developed by FTA:

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.



Signature of Contractor's Authorized Official

Don Templeton, President

Name and Title of Contractor's Authorized Official

11-1-12

Date

Form 2 Lobbying

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying

Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure

Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are

mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of

1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7,

which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the

Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR

Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed.

Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure

Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or

bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New

Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used

Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of

Congress, or an employee of a member of Congress in connection with obtaining any Federal

contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the

name of any

10. LOBBYING

Page 2

registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its

behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31

U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Santa Fe.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61

Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

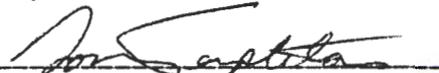
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

10. LOBBYING

Page 3

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Templeton Marketing certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Dan Templeton, President Name and Title of Contractor's Authorized Official

11-1-12 Date

12. FEDERAL CHANGES
49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

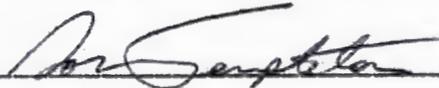
Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.



Signature of Contractor's Authorized Official

Don Templeton, President

Name and Title of Contractor's Authorized Official

11-1-12

Date

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

 Signature of Contractor's Authorized Official

Don Templeton, President Name and Title of Contractor's Authorized Official

11-1-12 Date

FORM 5

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit

covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) 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.

(2) 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. § 5307, the Government reserves the

right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to

the extent the Federal Government deems appropriate.

(3) 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.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Page 2

Don Templeton Signature of Contractor's Authorized Official

Don Templeton, Resident Name and Title of Contractor's Authorized Official

11-1-12 Date

FORM 6

21. TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The City of Santa Fe may terminate this

contract, in whole or in part, at any time by written notice to the Contractor when it is in the

Government'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 City of Santa Fe to be paid the Contractor. If the Contractor has

any property in its possession belonging to the City of Santa Fe, the Contractor will account for the

same, and dispose of it in the manner the City of Santa Fe directs.

b. 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 City of Santa Fe 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 only be paid 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 City of Santa Fe 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 City of Santa Fe, 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.

21. TERMINATION

Page 2

c. Opportunity to Cure (General Provision) The City of Santa Fe 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 City of Santa Fe's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City of Santa Fe setting forth the nature of said breach or default, City of Santa Fe 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 City of Santa Fe from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that City of Santa Fe elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Santa Fe shall not limit City of Santa Fe's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The City of Santa Fe, by written notice, may terminate this contract, in whole or in part, when it is in the

Government's interest. If this contract is terminated, the City of Santa Fe shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. 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 City of Santa Fe may terminate this contract for default. The City of Santa Fe 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 City of Santa Fe.

g. 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 City of Santa Fe may terminate this contract for default. The City of Santa Fe shall terminate by delivering to the Contractor a Notice of

21. TERMINATION

Page 3

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 City of Santa Fe goods, the Contractor shall, upon direction of the City of Santa Fe, protect and preserve the goods until surrendered to the City of Santa Fe or its agent. The Contractor and City of Santa Fe 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 City of Santa Fe.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work

or any separable part, with the diligence that will insure 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 provisions of this contract, the City of Santa Fe may terminate this

contract for default. The City of Santa Fe shall terminate by delivering to the Contractor a Notice

of Termination specifying the nature of the default. In this event, the City of Santa Fe 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 City of Santa Fe 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 City of Santa Fe in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor 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 the City of Santa Fe, acts of another Contractor in the performance of a contract with the

City of Santa Fe, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the City of Santa Fe in

writing of the causes of delay. If in the judgment of the City of Santa Fe, the delay is excusable,

the time for completing the work shall be extended. The judgment of the City of Santa Fe shall be

final and conclusive on the parties, but subject to appeal under the Disputes clauses.

21. TERMINATION

Page 4

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 the City of Santa Fe.

i. Termination for Convenience or Default (Architect and Engineering) The City of Santa Fe may terminate this contract in whole or in part, for the City of Santa Fe's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Santa Fe 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 Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the City of Santa Fe, the 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 City of Santa Fe may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City of Santa Fe.

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 City of Santa Fe.

j. Termination for Convenience or Default (Cost-Type Contracts) The City of Santa Fe 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 the City of Santa Fe 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 City of Santa Fe, or property supplied to the Contractor by the City of Santa Fe. If the termination is for default, the

City of Santa Fe 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 City of Santa Fe and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of the City of Santa Fe, 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.

21. TERMINATION

Page 5

If, after serving a notice of termination for default, the City of Santa Fe determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City of Santa Fe, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Don Templeton Signature of Contractor's Authorized Official

Don Templeton, President Name and Title of Contractor's Authorized Official

11-1-12 Date

FORM 7

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies,

DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide

regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order

12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to

equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally

required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in

that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000.

These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, 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) they propose to contract or

subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties

List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to

the contract or subcontract. This represents a change from prior practice in that certification is still

acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require

the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in

their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all

levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method

of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Page 2

The certification in this clause is a material representation of fact relied upon by the City of Santa Fe. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Santa Fe, 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 49 CFR 29, Subpart C 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.

Don Templeter

Signature of Contractor's Authorized Official

Don Templeter, President

Name and Title of Contractor's Authorized Official

11-1-12

Date

23. PRIVACY ACT
5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Don Templeton Signature of Contractor's Authorized Official

Don Templeton, Resident Name and Title of Contractor's Authorized Official

11-1-12 Date

FORM 9

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

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

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but

FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended,

42 U.S.C. §

2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section

202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In

addition, the Contractor agrees to comply with applicable Federal implementing regulations and

other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements

apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act,

as amended, 42 U.S.C. § 2000e, 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. Parts 60 et seq., (which

implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by

Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment

Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders,

regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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

24. CIVIL RIGHTS REQUIREMENTS

Page 2

Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.



Signature of Contractor's Authorized Official

Don Templeton, Resident

Name and Title of Contractor's Authorized Official

11-1-12

Date

FORM 10

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise

(DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the

use of overall and contract goals, requirement to include DBE provisions in subcontracts,

evaluating DBE participation where specific contract goals have been set, reporting requirements,

and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms

and conditions (including limitations on retainage) applicable to all subcontractors regardless of

whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that

below must be included in all contracts above the micro-purchase level. The requirements of

clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns

retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the

language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms

and conditions applicable to all subcontractors based in Part 26 as well as those related only to

DBE subcontractors. The suggested language allows for the options available to grantees

concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation

when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26,

Participation by Disadvantaged Business Enterprises in Department of Transportation Financial

Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises

(DBE) is 10%. The agency's overall goal for DBE participation is 7.49%. A separate contract goal

has not been established for this procurement.

b. The contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 City of Santa Fe deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Page 2

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Santa Fe. In addition, the contractor may not hold retainage from its subcontractors.

d. The contractor must promptly notify the City of Santa Fe whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Santa Fe.

Don Templeton Signature of Contractor's Authorized Official

Don Templeton, President Name and Title of Contractor's Authorized Official

11-1-12 Date

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

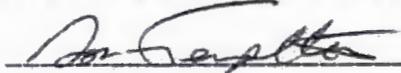
Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Santa Fe requests which would cause City of Santa Fe to be in violation of the FTA terms and conditions.



Signature of Contractor's Authorized Official

Don Templeton, President

Name and Title of Contractor's Authorized Official

11-1-12

Date

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 8, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Templeton Marketing Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide an advertisement program for the City of Santa public transit system.

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION FROM CONTRACTOR:

Article 3 of the Agreement is amended to decrease the payments, so that Articles 2 and 3 reads as follows:

(2) **Years 2 (7/1/14-6/30/15), 3 (7/1/15-6/30/16), and 4 (7/1/16-6/30/17):**

\$134,000.00 annually with breakdown as follows:

- a. \$100,000.00 in the form of cash/check.
- b. \$30,000.00 in the form of Media Gift Card (trades). If entire Media Gift Card is not used, the unused amount shall roll up to \$10,000.00 per year back into the annual cash payment guarantee or can option unused \$10,000.00 toward

media trade in ensuing year.

c. \$4,000.00 Production Gift Card (trades)

(3) **Santa Fe Pick-up advertising ends on March 31, 2015.**

a. Year 1 (7/1/2013-6/30/2014), \$5,000 in the form of cash/check.

b. Year 2 (7/1/2014-6/30/15), \$7,000.00 in the form of cash/check.

(c) and (d) are removed.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Templeton Marketing Services



JAVIER M. GONZALES, MAYOR

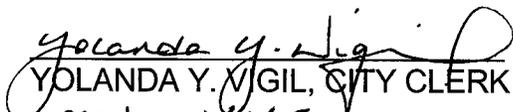


NAME & TITLE

Date: 02-03-15

Date: 2-11-15

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
comtg 1/4/15

APPROVED AS TO FORM:

 1/26/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:



OSCAR RODRIGUEZ, FINANCE DIRECTOR

51400.471900
Business Unit/Line Item

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 01/14/15
ITEM FROM FINANCE COMMITTEE MEETING OF 01/05/15

ISSUE:

11. Request for Approval of Amendment No. 1 to Professional Services Agreement – Advertisement Program for Santa Fe Public Transit System; Templeton Marketing Services. (Jon Bulthuis)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 1 to professional services agreement for Advertisement Program for Santa Fe Public Transit System with Templeton Marketing Services. The value of the contract has been reduced in the amount of \$26,000 (year 2), \$31,000 (year 3), \$32,000 (year 4) for a total amount of \$89,000.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14





