

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/25/14
ITEM FROM FINANCE COMMITTEE MEETING OF 06/16/14**

ISSUE:

12. Request for Approval of Exempt Procurement and Contract – FY 2014/2015 Advertising Services for City of Santa Fe; The Santa Fe New Mexican. (Robert Rodarte)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of exempt procurement and contract for FY 2014/2015 Advertising Services for City of Santa Fe with The Santa Fe New Mexican in the amount to exceed \$50,000. Budget is available in various funds.

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/FCIssue

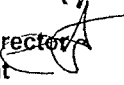
City of Santa Fe, New Mexico

memo

DATE: June 6, 2014

TO: Finance Committee

FROM: Robert Rodarte, Officer
Purchasing Division 

VIA: Marcos A. Tapia, Director
Finance Department 

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

SUMMARY:

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

Procurement of services from The New Mexican is expected to exceed the \$50,000 allowable threshold for year ending June 30, 2015, and will require Council Approval.

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

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

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

Year Ending:	Transactions:	Procurement Dollars:
6/30/2015	475	\$105,000 (projected)
6/30/2014	477	\$119,888 (As of 6/6/2014)
6/30/2013	446	\$101,851
6/30/2012	471	\$117,570
6/30/2011	503	\$154,531
6/30/2010	555	\$180,139
6/30/2009	501	\$135,749

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

ACTION:

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

- NEW
- RENEWAL
- REPLACEMENT

ACCOUNT #
2460/2459

THE SANTA FE
NEW MEXICAN
santafenewmexican.com

YEARLY ADVERTISING CONTRACT

- RETAIL
- PASATIEMPO
- SUNDAY MAG
- TV BOOK
- CLASSIFIED BULK
- CLASSIFIED FREQUENCY
- NATIONAL
- PRE-PRINT

Today's Date June 9, 2014

The New Mexican (hereinafter called the "Company") and City of Santa Fe

located at 200 Lincoln Avenue, Santa Fe, NM 87501 (hereinafter called the "Advertiser")

WHEREAS the Company is the publisher of THE NEW MEXICAN, and the Advertiser wishes to purchase advertising space in said newspaper, the Company and the Advertiser therefore agree as follows:

1. The Advertiser shall purchase a minimum of \$100,000 / Non-profit Pasa Rate plus color in the period from 07/01/2014 through 06/30/2015 at the rate indicated on the Company's rate card, which is incorporated herein by reference and made a part of this Agreement, subject to the rate revision provision of paragraph (4) below.

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

3. If sufficient advertising is run during the contract period to earn a lower rate according to the rate schedule, the Advertiser's rate will be reduced by one contract level only and the credit will be given in the form of additional advertising space. If the Advertiser fails to run sufficient advertising or to fulfill the minimum daily frequency requirement, the Advertiser agrees to pay the rate actually earned.

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

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

6. The Advertiser agrees to make payment within 20 days of the billing date indicated on the Company's statement and, in the event that it fails to make payment within such time, the Company may reject advertising copy and/or immediately cancel this contract. ~~A 1.2% finance charge will be assessed on all accounts past due 60 days.~~ Advertiser agrees to indemnify the Company for all expenses incurred in connection with the collection of amounts payable under this contract, including court costs and attorney's fees. If this Agreement is canceled due to the Advertiser's failure to make timely payment, the Company may re-bill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable.

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

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

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

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

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

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

THE NEW MEXICAN, INC.

ACCOUNT EXECUTIVE / AE # _____ DATE _____

DISPLAY ADVERTISING MANAGER _____ DATE _____

ADVERTISING DIRECTOR _____ DATE _____

City of Santa Fe 06/09/2014
ADVERTISING FIRM NAME / ADVERTISER DATE

200 Lincoln Avenue
BILLING ADDRESS

Santa Fe, New Mexico 87501
CITY STATE ZIP CODE

CITY STATE ZIP CODE

PRINT NAME PHONE

SIGNATURE TITLE

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

CITY OF SANTA FE:

CONTRACTOR:
THE SANTA FE NEW MEXICAN

JAVIER M. GONZALES, MAYOR

By: _____

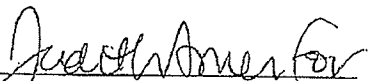
(Name and Title)

CRS#01-06932500-4
Registration # 14-00068268

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY 6/10/14

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

Business Unit/Line Item:

12006.561800

ROP Contract Net Rate

Dollar Volume per year	Mon-Thurs	Fri/Sat	Sunday
\$2500	\$26.55	\$28.20	\$28.85
\$5000	\$25.35	\$26.75	\$27.30
\$7500	\$22.65	\$23.60	\$24.40
\$10,000	\$22.40	\$23.25	\$24.00
\$15,000	\$21.95	\$23.15	\$23.90
\$20,000	\$21.75	\$22.85	\$23.65
\$30,000	\$21.30	\$22.75	\$23.40
\$45,000	\$21.20	\$22.55	\$23.25
\$60,000	\$21.00	\$22.35	\$23.05
\$75,000	\$20.90	\$21.85	\$22.65
* \$100,000	\$20.00	\$21.25	\$22.00
\$150,000	\$19.75	\$21.15	\$21.85
\$200,000	\$18.65	\$20.00	\$20.70
\$250,000	\$18.30	\$19.75	\$20.40
\$350,000	\$18.15	\$19.50	\$20.15
\$500,000	\$17.85	\$19.15	\$19.90