



Request for Clarifications/Approved Equals
RFP #22-01.1 Marketing for Transit Advertising
Sales Production, Installation, and Removal

MATA responses follow in Bold:

1. Please show an example of how you would like the MATA logo integrated into full wrap designs.

Ensure that the vehicle ID on each side of vehicle is visible. Our fully wrapped vehicles currently do not have a place for a MATA logo. Attached are examples of transit vehicles with the logos incorporated into the design. The logo can be integrated into the wrap at the top closest to the front passenger door, on the driver side window, on the lower portion of the wrap near the passenger side door, or near the rear passenger side window at the top. The wrap must incorporate the bus or van number on it as well. These numbers must be visible on the front below the windshield and rear of the bus. The number can also be incorporated on the driver side above the window (See Attached)

2. Can MATA verify the accuracy of the information contained in the RFP as noted in Section A, Subsection 1.7? We are not comfortable responding to the RFP without assurances the information on which we are making our offer is valid.

We verify the information in this RFP is accurate.

3. Please clarify why MATA is requesting elements of the Management Plan and Schedule as they seem out of the scope of a transit advertising partner, specifically a SWOT analysis, the need for potential radio/TV advertising, launching an advertising campaign, analyzing the results, etc.

MATA is seeking the best company to work towards meeting the revenue needs for the agency. The one way to determine is to see how one company compares to other entities. MATA would like to see how an outside advertising company can 'partner' with MATA in achieving those advertising sales goals. The one way is for those companies to provide MATA with strategic goals for the current Memphis market area. Tell us what you see that MATA does not see. Tell us what core competencies your company has that other companies do not bring to the table. Show where your strengths can create opportunities while eliminating any weaknesses or threats to the sales goals of MATA. Tell MATA what it will take to develop a strategic plan that

includes transit advertising bus wraps, panels, potential and future on-board advertising. Show MATA what areas of the advertising market MATA is missing out on.

4. How would you like proposers to communicate their financial offer within the financial proposal section if they will also be required to submit a separate revenue proposal as noted in Section A, Subsection 5.5?

Section 5.5 is being replaced with the following:

COST/PRICE ANALYSIS

MATA reserves the right to conduct a cost or price analysis for any purchase or service. MATA may be required to perform a cost/price analysis when competition is lacking for any purchase. Sole source procurements or procurements which result in a single Proposal received, will be subject to a cost/price analysis, which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of the data to determine the effect on Proposal prices. MATA may require a pre-award audit, and potential Proposers shall be prepared to submit data relevant to the proposed work which will allow MATA to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State, and local regulations. Procurements resulting in a single Proposal will be treated as a negotiated procurement and Nashville MTA reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If both parties cannot agree upon a negotiated price, MATA reserves the right to reject the single Proposal. All contract change orders or modifications will be subject to a cost analysis.

PRICING

The price quoted in any Proposal submitted shall include all necessary cost to complete the services in accordance with the specifications. Anything omitted from such specifications, which are clearly necessary, shall be considered a portion of such cost although not directly specified or called for in the specifications. Proposer should note discounts.

5. Please clarify MATA's intent of Section A, Subsection 6.5 Partial Takeover of Contract.

Section 6.5 is a part of the general language of a standard contract with MATA. It is to ensure that if by some change the company cannot meet the obligations of a segment of the contract, but has exceeded the expectations on another part of the contract, MATA will not completely dissolve the entire contract, only that portion that MATA feels needs to be removed from the company. It is not considered as a Breach of Contract only a scaling back of duties and responsibilities. When scaling back these duties and responsibilities, any revenue earned up to the date of partial takeover will be addressed according to the terms of the contract. Any revenue obtained after will become 100% that of MATA.

6. Please clarify MATA's definitions for Gross Revenue as noted in Section B, Subsection 4, specifically regarding outside sales commissions and pass throughs.

"Gross Revenue" is defined as 100% of the revenue received or collected for or paid to MATA without the deduction of any payments for any charges, commissions, or fees. Outside sales are

those sales made directly by the company (not MATA itself). The Gross sales amount for the ad(s) is the 'gross revenue' with deductions which would be the 'Net Revenue.' The 'pass throughs' are those additional costs that are discussed during the negotiations by the company and MATA prior to the approval of the contract. The 'pass throughs' can include service fees, travel costs, per diems, or admin fees. Identifying the gross revenue is to ensure that there are no unapproved ad mark-ups/downs or price changes or discounts. This is to ensure that the pricing terms agreed upon are met.

7. Can exterior advertising frames be removed from vehicles?

Fixed Route and Paratransit buses do not have exterior advertising frames. Vinyl is directly applied to these vehicles. Trolley Cars have external advertising frames that can be removed from the cars if the advertising company wants to wrap the whole trolley.

8. Please verify the number of fixed route peak service vehicles as there are discrepancies between Section A and Section B.

Fixed Route- 125

Paratransit- 60

Rubber Wheel Trolley-8

9. Would MATA consider a longer base contract period, more in line with prevailing industry standards?

Yes. The consideration will include terms, firm-fixed revenue share, annual guarantee dollar amount from sales.

10. Please describe current ridership levels, peak vehicles running, and routes running versus pre-pandemic levels

MATA is currently operating a peak fleet of about 80 peak buses. Ridership is about 50% of pre-pandemic levels. MATA averaged about 20,000 weekday boardings pre-pandemic and today we are at approximately 10,000 to 12,000 weekday boardings. MATA has been implementing its new Transit Vision over the past couple of years and through the pandemic. MATA restored a significant amount of service in November of 2020 but has not implemented additional service as outlined in the Transit Vision due to the pandemic and a lack of local operational funding, and the availability of licensed CDL bus operators. MATA hopes to increase its service levels during FY2023.

11. Will MATA please extend the deadline for Proposals by four weeks in order to ensure adequate time to submit fully informed Proposals and account for MATA's responses to requests for clarification?

Once all questions are clarified, MATA will extend the response deadline out 14 days from the posting of the clarifications.

12. Will MATA please clarify the exact number of transit vehicles? Page 21 of the RFP states 146 fixed route buses, 67 paratransit buses, and 18 trolleys, while page 27 lists a quantity of 125 fixed route bus fleet and page 28 has a quantity of 82 paratransit vehicles.

Information updated:

Fixed Route- 125

Paratransit- 60

Rubber Wheel Trolley-8

13. Regarding paratransit vehicles, will MATA please (a) clarify the sizing and ad spaces for paratransit vehicles and (b) provide representative photos of the paratransit vehicles? Since these vehicles make up a significant portion of the advertising inventory, these details are necessary to provide a fully informed Proposal.

The vehicles are 22 feet in length (See Attached)

14. Regarding Section 6.5 (Partial Takeover) of the RFP, given that the Contract is revenue-based, will MATA please clarify how a Partial Takeover of services would apply to this Contract and how the revenue share and financial guarantees would be impacted?

Section 6.5 is a part of the general language of a standard contract with MATA. It is to ensure that if by some change the company cannot meet the obligations of a segment of the contract, but has exceeded the expectations on another part of the contract, MATA will not completely dissolve the entire contract, only that portion that MATA feels needs to be removed from the company. It is not considered as a Breach of Contract only a scaling back of duties and responsibilities. When scaling back these duties and responsibilities, any revenue earned up to the date of partial takeover will be addressed according to the terms of the contract. Any revenue obtained after will become 100% that of MATA.

15. Will MATA please confirm that Section 23 (Patent Rights) and Section 24 (Rights in Data) will not apply to the Contract?

Does not apply to this contract.