



ADDENDUM #1

REQUEST FOR PROPOSAL (RFP #2020-10) BUS ADVERTISING

NOTICE TO ALL PROPOSERS

The Request For Proposal (RFP) is modified as set forth in this Addendum. The original RFP and any previously issued addenda remain in full force and effect, except as modified by this Addendum. Proposers shall consider this Addendum when preparing and submitting a proposal and shall acknowledge receipt of this Addendum in their proposal.

PROPOSAL SUBMITTAL DEADLINE

The proposal submittal deadline remains unchanged by this Addendum.
Proposals are due Wednesday, October 14, 2020 3:00 p.m. (EDT).

THE FOLLOWING QUESTIONS WERE SUBMITTED AS A RESULT OF THIS RFP:

1. Will MTA consider a two-week extension of the due date? The response turnaround timeline of 10 business days is very tight and we may not have enough time to receive corporate approval to submit a bid before the October 14th, 2020 due date.

Answer: No proposals will be accepted past the current due date.

2. Regarding Section 2.2, Item #14, would MTA consider a Payment and Performance Bond in lieu of an LOC assuming the bonded amount was equal to one-fourth the MAG and renewed annually throughout the full contract term?

Answer: YES

3. Please clarify the requirement described in Section 2.3 as it relates to this contract, specifically: "Proposer shall supply contract billing rate information detailing the billing rates for direct labor, overhead, and other direct costs for the proposer's staff listed in the response and for all other staff included in the proposer's organization that will be performing the services."

Answer: The Successful Proposer is administering and managing transit advertising in behalf of the MTA therefore, MTA is seeking to review billing charges that possible advertisers would be incurring.

4. Regarding Section 9 (Termination for Convenience) of the Contract Agreement, would MTA consider providing at least 30 days' prior written notice of any termination for convenience by MTA?

Answer: YES

5. Regarding Section 10 (Termination for Default) of the Contract Agreement, would MTA consider providing 30 days' prior written notice of any termination for default with an opportunity to cure prior to termination?

Answer: NO

MTA **will terminate anytime in the best interest of MTA.** However, if the situation is not egregious, MTA usually gives a 30 day opportunity to cure.

6. Given the public health emergency, would MTA consider allowing for digital submissions only to be submitted via email by the due date, with original hardcopies (including originals) to be delivered via post at a later date?

Answer: Proposers can also be submitted electronically on the Michigan Inter-governmental Trade Network (MITN), a regional Bid Notification System <https://www.bidnetdirect.com/mitn> .

7. In light of MTA's recent service interruption due to the global pandemic and public health emergency, would MTA consider the addition of the following clause to the contract? Our ability to propose a reasonable minimum annual guarantee will be determined by the inclusion of reasonable language in the contract that acknowledges the correlation between MTA service levels and the vendor's ability to generate advertising revenue. We propose the following:

1. In the event of any MTA service interruption, service reduction or other event resulting in a reduction in service levels of 15% or more from peak service prior to such event, the minimum annual guarantee payments under this agreement shall be reduced on a pro rata basis based on the percentage reduction in service during the period of such event; provided, however, that if service is reduced by more than 50% from peak service levels, then no minimum annual guarantee payments shall be payable for such period.

Answer: Please see modification:

2. In the event of any MTA service interruption or other event resulting in a reduction in service levels of 30% or more from peak service prior to such event, the minimum annual guarantee payments under this agreement shall be reduced on a pro rata basis based on the percentage reduction in service during the period of such event; provided, however, that if service is reduced greater than 50% from peak service levels, then no minimum annual guarantee payments shall be payable for such period.

*****BIDDERS MUST INDICATE ON THE EXTERIOR OF THEIR BID "ADDENDUM #1 RECEIVED"*****