

**City of Spartanburg**  
**Procurement and Property Division**  
**Post Office Drawer 1749, SC 29304-1749**  
**Phone (864) 596-2049 - Fax (864) 596-2365**

**RFP Legal Notice**  
**Request for Proposals for**  
**Commercial Advertising Services**  
**June 13, 2023**

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg South Carolina is soliciting proposals from qualified Contractors to provide revenue-generating transit commercial advertising services within the City. Advertising will be placed on City-furnished ADA compliant buses and bus shelters. The Contractor will be responsible for all aspects of advertising sales; installation, and removal of shelter and bus advertisements; as generally set forth in this RFP.

**Proposal No: 2324-07-11-01**

The City of Spartanburg hereby notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

The City of Spartanburg reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of prospective parties, prior to awarding of the Contract. The vendor that is awarded the proposal will be required to obtain a City of Spartanburg Business License.

**Sealed Bids Due Tuesday, July 11, 2023 no later than 3 PM.** Proposals must be submitted to Carl Wright, Procurement and Property Manager, City Hall 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room.

Technical questions regarding the scope of services should be directed to Jeff Tillerson, Senior Code Enforcement Officer, and City of Spartanburg at 864-596-2911.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg  
P.O. Box 1749  
145 W. Broad Street  
Spartanburg, SC. 29304

Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) or [click https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=8616eb2f-6a27-442b-89f2-c5999b81569e](https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=8616eb2f-6a27-442b-89f2-c5999b81569e) by following the links for Invitations for bids.

# **SCOPE OF SERVICES**

## **BUS AND BUS SHELTER ADVERTISING**

### **I. Introduction:**

**PURPOSE:** The City of Spartanburg South Carolina is soliciting proposals from qualified Contractors to provide revenue-generating transit commercial advertising services within the City. Advertising will be placed on City-furnished ADA compliant buses and bus shelters. The Contractor will be responsible for all aspects of advertising sales; installation, and removal of shelter and bus advertisements; as generally set forth in this RFP.

### **II. Scope of Work**

- A. Advertising Sales: Contractor is responsible for production and marketing services for all advertisements.
- B. Contractor's sole compensation for the services provided under the Contract will be from the leasing of advertising on the buses and bus shelters. Contractor will be responsible for all costs associated with the leasing of such advertising space
- C. The Contractor will have rights to market, lease and place commercial advertisements on all buses and bus shelters it within the City. All advertising, except as noted below, will be obtained for the sole purpose of generating revenue.
- D. The Contractor will provide monthly compensation per bus and per bus shelter to the City in return for said advertising rights.
- E. The Contractor will use its best efforts to sell advertising space and operate a fully staffed business office to manage this effort. The Contractor must be familiar with the Spartanburg City area, and be capable of acquiring both local and national advertising contracts.
- F. The Contractor will comply with generally accepted industry principles with all applicable laws and regulations including but not limited to truth in advertising, copyrights and trademarks. The Contractor will remove any advertising the City deems inappropriate within 24 hours of written notice. The Contractor will secure all copyrights and trademarks associated with ads.
- G. The Contractor will market, produce, install, and maintain, and remove all finished advertising material which will be placed on a bus or in a bus shelter; and remove damaged, stolen, or defaced ads within 24 hours of written notice by the City. The Contractor will remove all dated advertising material within five days from their expiration date.
- H. While a traditional print advertising model using static displays is anticipated, the option of digital advertising may be considered, based on additional benefits to the City that may be negotiated, such as provision of public Wi-Fi access or other enhancements proposed.

### **III. Advertising Content**

A. The Contractor will comply with restrictions to be imposed by the Contract on the type of advertisements that will be allowed. All advertisements must be approved by the City. The Contract will prohibit the following types of advertising:

- 1. Political ads—advertisements containing political messages or regarding political candidates.
- 2. Ads promoting tobacco, alcohol, and other adult-related products or services that are not lawfully available to minors, unless such products or services are produced by the State.
- 3. Ads containing sexual or excretory subject matter.
- 4. Ads that contain false or grossly misleading information.

5. Ads that infringe on copyright or trademark rights.
  6. Ads that promote or are likely to incite imminent unlawful activity.
  7. Ads that promote the sale of firearms.
  8. Ads that contain profanity or promote or depict violence.
  9. Ads that falsely disparage one or more persons, products, or companies.
  10. Ads that may be disruptive to vehicles or pedestrians using the public right-of-way, whether due to reflectorized material, blinking or flashing lights, noise, or other special effects.
  11. Ads that interfere with the efficient and safe operation of the City or SPARTA transit system.
- B. The Contractor will screen potential advertisements for compliance with these restrictions, and when applicable to promptly remove prohibited advertising.
- C. Advertising content will be limited as set forth above. The Contractor will comply with generally accepted industry principles and all applicable laws and regulations including but not limited to truth in advertising, copyrights, and trademarks. Additionally, the Contractor will:
1. Remove unapproved or damaged advertising within twenty-four (24) hours of written notice from the City.
  2. Remove all dated advertising materials within five (5) calendar days from its expiration date. Dated advertising materials refers to advertising materials that are relevant to a specific time period or relevant to an event that occurs on a date certain.
  3. The Contractor will fill all unsold advertising spaces in bus shelters with full size, high quality posters, or with graphics on bus shelters, advertising the space as available. Posters and graphics will provide full contact information of the Contractor. Alternately, the City may negotiate the display of Public Service Announcements in unsold ad spaces.

#### **IV. Operating Requirements**

- A. Access to SPARTA's vehicles will be provided only at times consistent with vehicle operating needs.
- B. No vehicle will be removed from service for the purpose of installing or removing advertising signs unless there is a spare vehicle available. Coordination of any installation and removal will require approval by SPARTA management. If installation requires that the vehicle be indoors, installation must occur before the vehicles are washed, and therefore installation must conclude before 5:30 p.m.
- C. SPARTA will maintain, and repair all advertising bus racks, frames and moldings.
- D. SPARTA will not be responsible for posting advertising signs, removing outdated signs and any other signs rejected by SPARTA.
- E. SPARTA will provide a reasonable work area free of charge to the Contractor for the temporary storage of advertising signs awaiting installation.

#### **V. Advertising Requirements**

A. SPARTA will provide a list of vehicles to the Contractor, and alert Contractor of any acts of vandalism that affects the advertisements. SPARTA is not responsible for any vandalism of advertising materials. Additionally, SPARTA is not responsible for aging, fading, cracking, or any other negative side-effect to the advertisement. See **Attachment A** for vehicle inventory and allowed advertising formats.

B. SPARTA will provide a list of available bus shelters to the Contractor, and alert Contractor of any acts of vandalism that affect the advertisements. SPARTA is not responsible for any vandalism of advertising materials. Additionally, SPARTA is not responsible for aging, fading, cracking, or any other negative side-effect to the advertisement. See **Attachment B** for Shelter locations.

C. Non-Profit Advertisements - The Contractor shall ensure that customers wishing to pay the no-profit rate are a registered non-profit within the state of South Carolina. Such non-profit advertising will be charged at customary reduced rates to be approved by SPARTA. Contracts between the successful Contractor and non-profit advertising clients must be executed and processed in the same manner as for-profit advertising clients.

D. SPARTA Advertising - SPARTA reserves the right to use, without charge, unsold available advertising space for the promotion of its transit services. SPARTA will be responsible for the promotional costs of any SPARTA advertising signs. SPARTA will facilitate the install for its advertisements.

E. Record Keeping and Required Information - The Contractor will be responsible for providing SPARTA with the revenue earned each month within twenty (20) calendar days after the end of the month in which they were earned. Monthly revenue information must be accompanied by a report that includes, but it is not limited to the following:

- All contracts in effect.
- Billings for the month by vendor.
- Collections for the month by vendor.
- Past-due amounts.
- Total remaining balances on accounts by vendor.
- Contract expiration dates.
- Bus number where advertising signs are posted.

The Contractor will be required to furnish SPARTA with copies of all signed contracts and correspondence (including changes in prices, length of contracts and cancellation notices) within a month of their execution, if requested by SPARTA.

SPARTA reserves the right to audit the Contractor's books and records involved in the operation of the Transit Advertising Program to determine compliance with all standards and regulations. The Contractor shall maintain all required records after their final payment to SPARTA under the terms of the operating contract.

F. Transition Responsibilities - To ensure an orderly transfer of advertising contracts, the Contractor will be obliged to accept assignments by SPARTA for existing advertising contracts.

All advertising displays on and in the buses will continue to remain in place through the expiration of the terms of their applicable contracts. The Contractor will be responsible for all billings and collections for such contracts. The Contractor will be responsible for removing advertising signs once the contracts have expired. Any renewal of current advertising contracts will be assigned to the Contractor.

**MINIMUM ANNUAL PAYMENT PROPOSAL  
TRANSIT ADVERTISING**

**Estimated Gross Annual Revenue:**

Estimated Total Gross Annual Revenue in Contract Year I \$ \_\_\_\_\_

*Option Years:*

Estimated Gross Annual Revenue in Contract Year II \$ \_\_\_\_\_  
Estimated Gross Annual Revenue in Contract Year III \$ \_\_\_\_\_  
Estimated Gross Annual Revenue in Contract Year IV \$ \_\_\_\_\_  
Estimated Gross Annual Revenue in Contract Year V \$ \_\_\_\_\_

**Minimum Guarantee:**

Minimum Annual Revenue Guarantee in Contract Year I \$ \_\_\_\_\_

*Option Years:*

Minimum Annual Revenue Guarantee in Contract Year II \$ \_\_\_\_\_  
Minimum Annual Revenue Guarantee in Contract Year III \$ \_\_\_\_\_  
Minimum Annual Revenue Guarantee in Contract Year IV \$ \_\_\_\_\_  
Minimum Annual Revenue Guarantee in Contract Year V \$ \_\_\_\_\_

**Share of Revenues:**

\_\_\_\_\_ % of Annual Income payable to SPARTA in Contract Year I above guarantee

*Option Years:*

\_\_\_\_\_ % of Annual Income payable to SPARTA in Contract Year II above guarantee  
\_\_\_\_\_ % of Annual Income payable to SPARTA in Contract Year III above guarantee  
\_\_\_\_\_ % of Annual Income payable to SPARTA in Contract Year IV above guarantee  
\_\_\_\_\_ % of Annual Income payable to SPARTA in Contract Year V above guarantee

**Company Name**

**Date**

\_\_\_\_\_  
\_\_\_\_\_

**Name of Authorized Official**

**Title**

\_\_\_\_\_  
\_\_\_\_\_

**Signature of Authorized Official**

\_\_\_\_\_

