

**REQUEST FOR PROPOSALS FOR**

**Marketing/Communications & Public-Relations Consultant Services**

**Pennsylvania Turnpike Commission**

**Communications & Public Relations Department**

**RFP NUMBER**

**RFP 12-10430-3506**

**DATE OF ISSUANCE**

**February 17, 2012**

**REQUEST FOR PROPOSALS FOR**

**RFP 12-10430-3506**

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## PART I

### GENERAL INFORMATION FOR PROPOSERS

**I-1. Purpose.** This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for an open-end contract with a full-service advertising, marketing, public-relations and communications-consulting firm(s). (The Commission may opt to retain up to two separate firms under this RFP.)

**I-2. Issuing Office.** This RFP is issued for the Commission by the Communications & Public Relations Department.

**I-3. Scope.** This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal. The Commission intends to select those firms that best meet the criteria identified in Section III-3 of this RFP.

**I-4. Problem Statement.** The Commission is in need of services for the development of communications, public relations and marketing strategies, and other general public-relations counsel. The consultant will assist the Commission with the development of marketing plans/campaigns for such programs as E-ZPass, TRIP Talk Smartphone App and other Commission programs as directed. A detailed work statement is provided in Part IV.

**I-5. Type of Contract.** It is proposed that, if a contract is entered into as a result of this RFP, it will be on an Open-End Contract basis with a not-to-exceed total contract cost. The work shall be performed in accordance with negotiated work orders. The Commission will pay for actual services performed on a time and materials basis based on rates provided in response to Section II-5 of this RFP up to the total cost of the contract.

The Commission intends that up to two contracts may be awarded for the contemplated services for a combined not-to-exceed total cost of \$450,000.00. This does not include media costs (advertising/time space). If more than one contract is awarded, the combined not-to-exceed total cost will be divided into amounts established at the time of contract award based on the needs in this RFP at the Commission's discretion. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

**I-6. Rejection of Proposals.** The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

**I-7. Subcontracting.** Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period, use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

**I-8. Incurring Costs.** The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

**I.9. Questions and Answers.** Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to [RFP-Q@paturndpike.com](mailto:RFP-Q@paturndpike.com) with RFP# 12-14030-3506 in the Subject Line to be received no later than **2:00 PM local time on Friday, March 16, 2012.** All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

**I-10. Addenda to the RFP.** If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

**I-11. Response.** To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before **12:00 PM local time on Wednesday, April 4, 2012.** The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

**Please note that use of U.S. Mail, FedEx, UPS, or other delivery method does not guarantee delivery to this address by the above-listed time for submission.** Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

**I-12. Proposals.** To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **five (5) hard copies and** one complete and exact copy of the technical proposal on CD-ROM in Microsoft Office or Microsoft Office-compatible format to the Contracts Administration Department. **(Work samples can be submitted electronically, see Part II-3 for information.)** No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference. Proposals must be signed by an

official authorized to bind the Proposer to its provisions and include the Proposer's Federal Identification Number. For this RFP, the proposal must remain valid for at least **120** days. Moreover, the contents of the proposal of the selected Proposer(s) will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the Proposer chooses to attempt to provide such written notice by telefax transmission, the Commission shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

**I-13. Disadvantaged Business Information.** The Turnpike Commission is committed to the inclusion of disadvantaged, minority and woman firms in contracting opportunities. Small firms, Disadvantaged, Minority or Woman-owned Business Enterprise (DBE, MBE, or WBE) firms, and other firms who have not previously performed work for the Commission are encouraged to submit Proposals

**I-14. Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

**I-15. Discussions for Clarification.** Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

**I-16. Best and Final Offers.** The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

**I-17. Prime Proposer Responsibilities.** The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

**I-18. Proposal Contents.** Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the

discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

*See Crum v. Bridgestone/Firestone North Amer. Tire.*, 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure **would** cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at [www.openrecords.state.pa.us](http://www.openrecords.state.pa.us).

**I-19. Debriefing Conferences.** Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer's request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

**I-20. News Releases.** News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

**I-21. Commission Participation.** Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

**I-22. Cost Submittal.** The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. **Failure to meet this requirement will result in disqualification of the proposal.**

**I-23. Term of Contract.** The term of the contract(s) will commence on the Effective Date (as defined below) for a period of three (3) years. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

**I-24. Proposer's Representations and Authorizations.** Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

#### **I-25. Insurance.**

**A. General.** Before the execution of a Contract, Provider must provide the Commission with certificates of insurance evidencing the coverage required acceptable to the Commission, as described below. Have all policies endorsed to contain the following clause: "Thirty (30) days written notice of any cancellation, non-renewal, limit or coverage reduction is to be sent to the Commission by Certified Mail." The preceding is subject to existing Commonwealth of Pennsylvania statutory cancellation provisions relating to non-payment of premium and misrepresentation by the insured. Maintain the insurance described herein for the entire duration of the Contract. All insurance policies must be written by an Insurance Company licensed and/or authorized to do business in Pennsylvania and acceptable to the Commission having an A.M. Best's rating of no less than A-, with a financial size category of IX, or better. Have all insurance policies and certificates signed by a resident Pennsylvania Agent of the issuing Company. However, in the case of an eligible surplus lines insurer, have all policies and certificates also signed by a party duly authorized to bind, on behalf of the eligible surplus lines insurer, the certified coverage's.

**B. Commercial General Liability Insurance.** Commercial general liability insurance (CGL) with limits not less than \$1,000,000 each occurrence with a \$2,000,000 aggregate. If the CGL contains a general aggregate limit, it shall apply separately each site or location. CGL insurance shall be written on



the Insurance Services Office Inc. (ISO) occurrence form CG 00 01 12 07 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under contract (including the tort liability of another assumed in a business contract but not including breach of contract damages).

**C. Business Auto Liability Insurance.** Business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability, including bodily injury or death and property damage, arising out of any auto (including owned, hired, and non-owned autos). Business auto coverage shall be written on the current ISO form or a substitute form providing equivalent liability coverage.

**D. Worker's Compensation and Employer's Liability Insurance.** Take out, pay for and maintain during the life of the contract, Worker's Compensation Insurance in statutory required limits for the protection of all employees. Provide, pay for and maintain during the life of the contract, Employer's Liability Insurance in limits of not less than \$100,000 bodily injury each accident, \$500,000 bodily injury by disease- Policy Limit, and \$100,000 bodily injury by disease each employee

**E. Professional Liability Insurance.** Insurance coverage for Errors and Omissions (Professional Liability Insurance) in an amount not less than \$1,000,000. Insurance shall be provided on a form acceptable to the Pennsylvania Turnpike Commission.

## PART II

### INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 through II- 4 hereof; (ii) Cost Submittal, in response to Part II- 5 hereof.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

**II-1. Statement of the Problem.** State in succinct terms your understanding of the problem presented or the service required by this RFP.

**II-2. Work Plan.** Describe in narrative form your technical plan and approach for accomplishing the type of work as described in Part IV of this RFP

**II-3. Prior Experience.** Include experience in developing and successfully implementing comprehensive marketing/communications plans for clients. (Prior experience with comparable transportation or governmental entities is NOT a prerequisite.) Creative/effective work samples should accompany the response, including print, web, radio or TV ads and other campaign materials such as brochures, mailers, etc. **(These samples can be submitted on CD/DVD or jump/thumb drives as long as five (5) individual disks/drives are provided and all files are all in common formats.)** Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

**II-4. Personnel.** Include the number, and names/titles of executive and professional personnel, project lead/manager, creative staff/graphic designers, researchers/writers, etc., who will be assigned to this contract. Show where these personnel will be physically located during the time they are engaged in the work. Include a resume (no more than 3 pages) or similar document highlighting the education and relevant experience of each key team member that will be assigned to the contract. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

**II-5. Cost Submittal.** The information requested in this section shall constitute your cost submittal. **The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separate from the technical submittal.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-9 of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

Work orders will be negotiated and payment will be made on a time and materials basis for actual services performed based on rates provided in response to this Section. The type of costs that the Commission will reimburse is categorized below. The cost/rates you are proposing must be broken down but not limited to the following components:

- a. **Direct Labor Costs.** Itemize to show the billable rate per hour for each employee expected to be assigned to the contract and identify the employee category (e.g., partner, project lead/manager, creative staff/graphic designers, researchers, writers, etc.).

If billable rates are "loaded" provide breakdowns of these rates by indicating the amount of overhead, profit, or any other factor that is included in rate.

- b. **Overhead, Fee/Profit, or other Administrative Charges.** If Overhead, Fee/Profit or other administrative charges are not included in the billable rates identified in (a) above, specify what Overhead rates, Fee/Profit rates or any other administrative charges that the Proposer anticipates to be included in negotiated work orders. If there are no additional charges anticipated, so state
- c. **Travel and Subsistence.** Travel and subsistence costs will be negotiated with each work order. These costs will be negotiated based on then current CONUS rates and IRS approved mileage rates.
- d. **Subcontract Costs.** Itemize as in (a) and (b) above for all proposed subcontractors. If there are no subcontract costs in your proposal, so state.
- e. **Cost of Supplies and Materials.** Costs for supplies that are not part of overhead costs will be included in negotiated work orders.

**The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer.**

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal shall be (a) timely received from a Proposer; (b) properly signed by the Proposer; and (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal.

**III-2. Proposal Evaluation.** Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team of qualified personnel. The Technical Evaluation Team will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will recommend for selection those firms that most closely meet the requirements of the RFP and satisfy Commission needs. Award will only be made to a proposer or proposers determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

**III-3. Evaluation Criteria.** The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

**a. Understanding the Problem.** This refers to the Proposer's understanding of the Commission needs that generated the RFP, of the Commission's objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved. It also refers to whether the Proposer's approach is responsive to all requirements and tasks contained in the RFP and if it appears to meet Commission objectives.

**b. Proposer Qualifications.** This refers to the ability of the Proposer to meet the terms of the RFP, especially the effectiveness, creativity and quality of previous marketing/communications campaigns completed and that of the related support materials (work samples) provided by the Proposer. This also includes the Proposer's financial ability to undertake a project of this size.

**c. Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the job by the Proposer. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the project manager.

**d. Cost.** While this area will be weighted, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal or proposals based upon all factors listed above, and will not necessarily choose the firm or firms offering the best price. The Commission will select the firm(s) with the proposal(s) that best meet(s) its needs, at the sole discretion of the Commission.

## PART IV

### WORK STATEMENT

**IV-1. General Objectives.** To meet the advertising, marketing, communications and public relations needs of the Commission as they relate to specific Commission programs, projects, initiatives and issues.

**IV-2. Nature and Scope of the Project.** This is a comprehensive, statewide marketing and communications initiative to maintain positive image of the Commission and increase public awareness of its varied programs and services.

**IV-3. Requirements.** Submission of a concise written proposal — and work examples from previous campaigns — demonstrating company's capability and staff experience, expertise and qualifications in the areas of advertising (strategy development), communications, public relations and marketing.

**IV-4. Tasks.**

- a) Development and execution of overall marketing/communications plan, "the strategy."
- b) Design and production of media ads (including web and social media) and recommendations/guidance on resultant media buys. **(The Commission reserves the right to handle ad placement with internal staff and budget.)**
- c) Design and production of any and all collateral materials including online/social media, mailers, handouts, post cards, brochures, etc.
- d) Planning and execution of on-site and special-event marketing, creating opportunities to engage customers at related facilities such as service plazas, colleges, employment centers, and community events.
- e) Project management for communications, media relations, public relations including message development, media presentation, proactive media outreach, placement of by-lined articles, editorial writing, media tracking and reporting, crisis communication, issues management and related tasks.
- f) Provide general advertising, communications and public relations counsel.
- g) Project planning to achieve communications goals.
- h) Explore and advise on potential partnerships with other public and private entities for joint marketing/co-branding opportunities.
- i) Other activities as may be mutually agreed to in writing by the Commission and Proposer.
- j) Regular oral and written progress reports and written quarterly evaluations.