

REQUEST FOR PROPOSALS FOR

STATEWIDE TRANSPORTATION ASSETS
MARKETING AND SPONSORSHIP CONSULTANT SERVICES

ISSUING OFFICE

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

RFP NUMBER

3512R10

DATE OF ISSUANCE

AUGUST 27, 2013

**REQUEST FOR PROPOSALS FOR
STATEWIDE TRANSPORTATION ASSETS
MARKETING AND SPONSORSHIP CONSULTANT SERVICES**

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to amweaver@pa.gov .	Potential Offerors	September 5, 2013
Optional Pre-proposal Conference Location: Commonwealth Keystone Building 400 North Street Plaza Level, Room 125B (near the PSECU ATM and the entrance/exit doors on Commonwealth Avenue) Harrisburg, PA 17120	Issuing Office/Potential Offerors	10:30 am on September 10, 2013
Answers to Offeror questions posted to the DGS website (http://www.dgsweb.state.pa.us/RTA/Search.aspx) under Solicitations no later than this date.	Issuing Office	September 13, 2013
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
Sealed proposal must be received by the Issuing Office at: Department of Transportation Bureau of Office Services Attn: Amanda R. Weaver, Issuing Officer Keystone Building, 400 North Street, 5th Floor Harrisburg, PA 17120	Offerors	No later than 1:00 pm on September 24, 2013

*Due to increased security requirements in the Commonwealth's mail processing operations, all incoming mail to the Keystone Building is routed, scanned and sorted at an off-site location prior to delivery. This includes overnight deliveries. Be aware when submitting proposal documents via overnight delivery services, there is no guarantee that the proposal documents will be received in the Issuing Office when required. Proposals which are received late will be rejected regardless of the reason for late arrival. Offerors are advised to allow extra time to ensure timely delivery. Receipts for all hand delivered packages must be obtained and signed by the Issuing Officer or his designee to verify date and time of delivery.

PART I

GENERAL INFORMATION

I-1. Purpose. The purpose of this request for proposals (RFP) is to obtain **Statewide Transportation Assets Marketing and Sponsorship Consultant Services** (“Project”) for the Pennsylvania Department of Transportation (“Department”) and the Pennsylvania Turnpike Commission (“PTC”).

I-2. Issuing Office. The **Pennsylvania Department of Transportation, Bureau of Office Services** (“Issuing Office”) issues this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Issuing Officer:

Amanda R. Weaver
PennDOT Bureau of Office Services
Commonwealth Keystone Building
400 North Street, 5th Floor
Harrisburg, PA 17120-0041
email: amweaver@pa.gov

Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the services to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Department is in need of services to develop and execute a marketing and sponsorship program involving selected assets for itself and the PTC. The services provided through the resulting contract shall support: 1) the Department’s public-private transportation partnership (“P3”) program; and 2) implementation of the Public-Private Transportation Law, Act 88 of 2012, 74 Pa.C.S. §§ 9101 – 9124 (“Act 88”), by way of project and program development. The services may be used by PTC, for the advancement of eligible projects under Act 88 and such other permissible uses. Additional detail is provided in Part IV of this RFP. Also, information about PennDOT’s P3 program including the “[Implementation Manual & Guidelines for Solicited and Unsolicited Projects](#)” can be found at: www.P3forPA.pa.gov.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a **Blended Maximum Hourly Rate, Work Order Driven and Revenue Generating Contract** as shown in **Appendix G, Sample Contract**, containing the BOP-1205 - Standard Terms and Conditions - Electronic Contracts as indicated in **Appendix A**. **The resulting contract will be between the Department and the selected Offeror. Please note that the Department, not the selected Offeror, will enter into an agreement with PTC for the services to be provided under this RFP, if any.**

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to three (3) persons per Offeror individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is optional.

I-9. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP 3512R10 Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Offeror's responsibility

to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **eight (8) paper copies of the Technical Submittal and two (2) paper copies of the Cost Submittal and two (2) paper copies of the Small Diverse Business (SDB) participation submittal**. For each submittal type (i.e. Technical, Cost and Small Diverse Business), Offerors must submit at least one (1) copy bearing an original signature. In addition to the paper copies of the proposal, Offerors shall submit two (2) **complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix D)** to this RFP and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid for 180 days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its

submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business Information. The Issuing Office encourages participation by small diverse businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers.

A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Small Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bsbo@pa.gov
Website: www.dgs.state.pa.us

The Department's directory of BSBO-verified minority, women, veteran and service disabled veteran-owned businesses can be accessed from: [Searching for Small Diverse Businesses](#).

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. Proposals should not be more than 75 pages. This excludes table of contents, dividers, Offeror appendices (both supportive and required which includes financial documents, resumes etc.). Resumes should be limited to two (2) pages for each individual resume. Duplex printing is acceptable and suggested.

I-15. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers." To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
 - 1. Schedule oral presentations;

2. Request revised proposals;
 3. Conduct a reverse online auction; and
 4. Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
1. Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 2. Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
 3. Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The issuing office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal. Dollar commitments to Small Diverse Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Issuing Office Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-22.**

I-23. Term of Contract. The term of the contract will commence on the Effective Date and will end 24 months after the Effective Date. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

The Department may renew this contract upon the same terms and conditions, incrementally or in one step, for a period of up to 36 months in the form of a letter signed by the Contracting Officer.

I-24. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, 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 Offeror makes its proposal 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 Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under

investigation by any governmental agency and have not in the last **four** 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 the Offeror has disclosed in its proposal.

- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror 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 Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

I-25. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-26. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Section I-27** of this RFP).

I-27. RFP Protest Procedure. Any protest arising from the award or non-award of a Contract by the Department as a result of this RFP must be filed in writing with the Secretary of the Department of Transportation and follow the procedures set forth in Section 1711.1 of the Procurement Code, 62 Pa.C.S. § 1711.1.

I-28. Information Technology Bulletins. This RFP may be subject to the Information Technology Bulletins (ITB's) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITB's may be found at:
<http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

All proposals must be submitted on the basis that all ITBs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITBs. Notwithstanding the foregoing, if the Offeror believes that any ITB is not applicable to this procurement, it must list all such ITBs in its technical submittal, and explain why it believes the ITB is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITB not be considered to be applicable to the procurement. The Offeror's failure to list an ITB will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITB.

I-29. Cooperative Purchasing Agreements. Under Chapter 19 of the Procurement Code, 62 Pa. C.S. § 1901 et seq., the Department reserves the right to procure additional in-scope services or supplies under this procurement for the benefit of PTC. In the event that such work is identified, the Department shall request a quote as part of an existing Work Order or initiate a new Work Order, identifying the services or work that PTC is requesting. Provided that the services or work are within the scope of the contract, PTC shall obtain the services or work based upon the terms and conditions applicable to this RFP, and such other terms and conditions agreed to by the Department and the PTC. The selected Offeror will not directly contract with PTC.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** (3) separately sealed submittals:

- A. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8;**
- B. Small Diverse Business participation submittal, in response to RFP **Part II, Section II-9;** and
- C. Cost Submittal, in response to RFP **Part II, Section II-10.**

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

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as 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. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

II-4. Prior Experience. Include experience in transportation asset marketing and sponsorship consultant services for transportation agencies including state departments of transportation, tolling entities, transit agencies and other regional or statewide entities with similar missions. In addition, Consultants should have experience with the implementation of marketing and sponsorship programs that generate revenues for and help to offset operational costs. Provide a description of your proposed personnel's relevant experience over the last five years with transportation and other public sector clients that you believe are relevant to this Project. Identify the public sector clients for which you are currently serving as an asset marketing and sponsorship consultant. 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 must 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-5. Personnel. Provide the names, proposed roles, background and experience, office location and availability of the personnel who would work on the Project and specifically identify the primary person(s) who will be managing the relationship with the Commonwealth. For key personnel which includes the Project manager and senior/lead staff responsible for the development and implementation of the transportation asset marketing and sponsorship program, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in asset marketing and sponsorship programs for public sector clients, including review and identification of assets, development of marketing programs to potential sponsors and advertisers; defining best practice business terms that maximizes revenues, yields costs efficiencies and improves awareness and customer service delivery for public agencies; reviewing and selecting advertisers and sponsors; and providing negotiation support and program monitoring. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

II-6. Training. If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-7. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

II-8. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this

paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix A**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix A or to other provisions of the RFP as specifically identified above**.

II-9. Small Diverse Business Participation Submittal.

- A. To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated below:
 1. A Small Diverse Business verified by BSBO as a Small Diverse Business must provide a photocopy of their verification letter.
- B. In addition to the above verification letter, the Offeror must include in the Small Diverse Business participation submittal of the proposal the following information:
 1. **All** Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
 2. **All** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Diverse Businesses (SDBs) as subcontractors. To support its total percentage SDB subcontractor commitment, Offeror must also include:
 - a) The percentage and dollar amount of each subcontract commitment to a Small Diverse Business;
 - b) The name of each Small Diverse Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.
 - c) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.
 - d) The location where each Small Diverse Business will perform services.

- e) The timeframe for each Small Diverse Business to provide or deliver the goods or services.
 - f) A signed subcontract or letter of intent for each Small Diverse Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Diverse Business will perform and how the work, goods or services relates to the project.
 - g) The name, address and telephone number of the primary contact person for each Small Diverse Business.
3. The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.
 4. The name and telephone number of the Offeror's project (contact) person for the Small Diverse Business information.
- C. The Offeror is required to submit **two** (2) copies of its Small Diverse Business participation submittal. The submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.
- D. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
- E. An Offeror that qualifies as a Small Diverse Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

II-10. Cost Submittal. The information requested in this **Part II, Section II-10** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separate and apart from the technical submittal. The Offeror proposed costs shall be in the form prescribed by **Appendix C, Cost Submittal**. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

For Task A:

Required: Maximum Hourly Rate for Program Development (Phase I)

- A. Maximum Hourly Rate shall be all inclusive of, and not be limited to; direct labor, labor overhead, consultants, subcontracts, general overhead, fee, profit, travel and subsistence.
- B. This rate shall apply to all deliverables under work orders negotiated pursuant to the resulting contract. In no case shall any work order rates exceed the maximum rate

established in **Appendix C, Cost Submittal**. Only supplies and/or material costs may be considered as separate costs in the negotiation of a deliverable.

- C. Travel and subsistence costs are to be included in the rates and must at all times conform with the requirements of the most current version of Commonwealth Management Directive 230.10, *Travel and Subsistence Allowances*, which can be found at: http://www.oa.state.pa.us/portal/server.pt/community/management_directives/711.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a fully executed Purchase Order.

Payment for **Task A** shall be by work order for up to the first 18 months of the resulting contract. Task A work shall be considered complete when the program is developed, which may occur prior to 18 months from the date of the resulting contract's execution, at the request of the selected Offeror and upon the Department's approval. It is expected that the Selected Offeror will begin implementing revenue generating opportunities as soon as possible and transition to **Task B** activities. After transition to **Task B** activities no later than 18 months after full execution of the resulting contract, on-going **Task A** activities will not be based on the Maximum Rate, but instead shall be part of the Success Fee, which is described below.

For Task B:

Required: Success Fee Expressed as a Percentage of Actual Revenue and Guaranteed Revenue Rate (Phase II)

- A. For the success fee component of the Cost Submittal, Offerors shall identify a success fee expressed as a percentage of revenues, which shall be retained each year by the Selected Offeror, for the remaining term of the contract. This shall be the exclusive source of the selected Offeror's compensation for its operation and maintenance of the Program upon completion of Phase 1.

NOTE: The selected Offeror shall document the total number of hours expended on tasks in furtherance of a new or amended sponsorship or advertising opportunity during **Task B** (Phase II), which is authorized by the Department and for which the Success Fee is the only compensation. In the event that the selected Offeror expends resources in furtherance of a new or amended sponsorship or advertising opportunity, which is later abandoned at no fault of the selected Offeror, the Department reserves the right to pay the selected Offeror for the documented hours attributable to the abandoned sponsorship or advertising opportunity, at a negotiated hourly rate not to exceed the Maximum Rate. If the Department pays the selected Offeror for the documented hours attributable to the abandoned sponsorship or advertising opportunity, the selected Offeror agrees that upon receipt of payment that it shall not pursue or be entitled to any additional payment arising out of or associated with the abandoned sponsorship or advertising opportunity, including but not limited to lost profits.

Offerors, as part of their technical proposal, will need to provide documentation that supports the proposed success fee percentage. This may include, but not be limited to, examples that establish an industry standard or norm among similarly structured success fee arrangements with other public and/or private entities.

- B. The Guaranteed Revenue component of the Cost Submittal is a set minimum dollar amount that the selected Offeror agrees to achieve as a result of sponsorship and marketing opportunities for each year of the contract.
- C. An Adjusted Revenue Amount will be calculated on the Cost Submittal by reducing the Guaranteed Annual Revenue by the Success Fee Expressed as a Percentage. The Adjusted Revenue Amount shall be paid annually to the Department as more fully explained by **Task IV-7**.

Total Revenue:

Appendix C sets forth the computation of a Total Revenue amount. The Total Revenue amount shall equal the total of five (5) years' Guaranteed Revenue, reduced by Task A costs for years 1 and 2 and the Success Fee (expressed as a percentage of the Guaranteed Revenue).

II-11. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix B** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BSBO will evaluate the Small Diverse Business participation submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **60%** of the total points. Evaluation will be based upon the following in order of importance:
 - i. **Understanding the Problem.** This refers to the Offeror's understanding of the Department's needs that generated the RFP, of the Department's objectives in asking for the services or undertaking the study, and the nature and scope of the work involved.
 - ii. **Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the project by the Offeror. 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 Offeror's Project Director and staff. Offerors shall propose a team of professionals in which the senior professionals have a minimum of ten years' experience developing and executing marketing and sponsorship programs for both governmental agencies and the private sector

- iii. **Offeror Qualifications.** This refers to the ability of the Offeror to meet the terms of the RFP, especially the time constraints, quality, ability to meet the functional requirements, and relevancy and recency of studies and projects completed by the Offeror. This also includes the Offeror's financial ability to undertake a project of this size and how long the Offeror has been in the business of providing asset marketing and sponsorship consulting services to governmental agencies for a minimum of five (5) years.
- iv. **Soundness of Approach.** Emphasis here is on the techniques for collecting and analyzing data, sequence and relationship of major steps, and methods for managing the study/service. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet the Department's objectives.

The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:

http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124.

- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **20%** of the total points. The cost criterion is evaluated using the Total Revenue over the five (5) year contract term as indicated in **Part II-10** of the RFP. The highest Total Revenue will be awarded the most cost points with each remaining proposal(s) rated proportionate to the highest Total Revenue.

C. **Small Diverse Business Participation:**

BSBO has established the weight for the Small Diverse Business (SDB) participation criterion for this RFP as **20%** of the total points. Each SDB participation submittal will be rated for its approach to enhancing the utilization of SDBs in accordance with the below-listed priority ranking and subject to the following requirements:

1. A business submitting a proposal as a prime contractor must perform 60% of the total contract value to receive points for this criterion under any priority ranking.
2. To receive credit for an SDB subcontracting commitment, the SDB subcontractor must perform at least fifty percent (50%) of the work subcontracted to it.
3. A significant subcontracting commitment is a minimum of five percent (5%) of the total contract value.
4. A subcontracting commitment less than five percent (5%) of the total contract value is considered nominal and will receive reduced or no additional SDB points depending on the priority ranking.

Priority Rank 1: Proposals submitted by SDBs as prime offerors will receive 150 points. In addition, SDB prime offerors that have significant subcontracting commitments to additional SDBs may receive up to an additional 50 points (200 points total available).

Subcontracting commitments to additional SDBs are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 2: Proposals submitted by SDBs as prime contractors, with no or nominal subcontracting commitments to additional SDBs, will receive 150 points.

Priority Rank 3: Proposals submitted by non-small diverse businesses as prime contractors, with significant subcontracting commitments to SDBs, will receive up to 100 points. Proposals submitted with nominal subcontracting commitments to SDBs will receive points equal to the percentage level of their total SDB subcontracting commitment.

SDB subcontracting commitments are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 4: Proposals by non-small diverse businesses as prime contractors with no SDB subcontracting commitments shall receive no points under this criterion.

To the extent that there are multiple SDB Participation submittals in Priority Rank 1 and/or Priority Rank 3 that offer significant subcontracting commitments to SDBs, the proposal offering the highest total percentage SDB subcontracting commitment shall receive the highest score (or additional points) available in that Priority Rank category and the other proposal(s) in that category shall be scored in proportion to the highest total percentage SDB subcontracting commitment. Proportional scoring is determined by applying the following formula:

$$\frac{\text{SDB \% Being Scored}}{\text{Highest \% SDB Commitment}} \times \frac{\text{Points/Additional}}{\text{Points Available}^*} = \frac{\text{Awarded/Additional}}{\text{SDB Points}}$$

Priority Rank 1 = 50 Additional Points Available

Priority Rank 3 = 100 Total Points Available

Please refer to the following webpage for an illustrative chart which shows SDB scoring based on a hypothetical situation in which the Commonwealth receives proposals for each Priority Rank:

http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124

- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Offeror which fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror

providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BSBO's final small diverse business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order.
- C. The Issuing Office may select for contract negotiations the offeror with the highest overall score.
- D. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

A. General. The Department is in need of services to develop and execute a marketing and sponsorship program involving selected assets for itself and the PTC. The services provided through the resulting contract shall support: 1) the Department's public-private transportation partnership ("P3") program; and 2) implementation of the Public-Private Transportation Law, Act 88 of 2012, 74 Pa.C.S. §§ 9101 – 9124 ("Act 88"), by way of project and program development. The services may be used by PTC, for the advancement of eligible projects under Act 88 and such other permissible uses. Additional detail is provided in Part IV of this RFP. Also, information about The Department's P3 program including the "[Implementation Manual & Guidelines for Solicited and Unsolicited Projects](#)" can be found at: www.P3forPA.pa.gov.

B. Specific. The Department is looking for Offerors to show a proven track record of implementing asset marketing and sponsorship programs, including but not limited to:

1. Demonstrating specific experience in the successful implementation of asset marketing and sponsorship programs
2. Providing specific information regarding the programs the Offeror implemented including but not be limited to, a description of the assets marketed, customer benefits realized through improved traveler information services, service patrols, etc. and revenues and/or cost savings accrued to the client

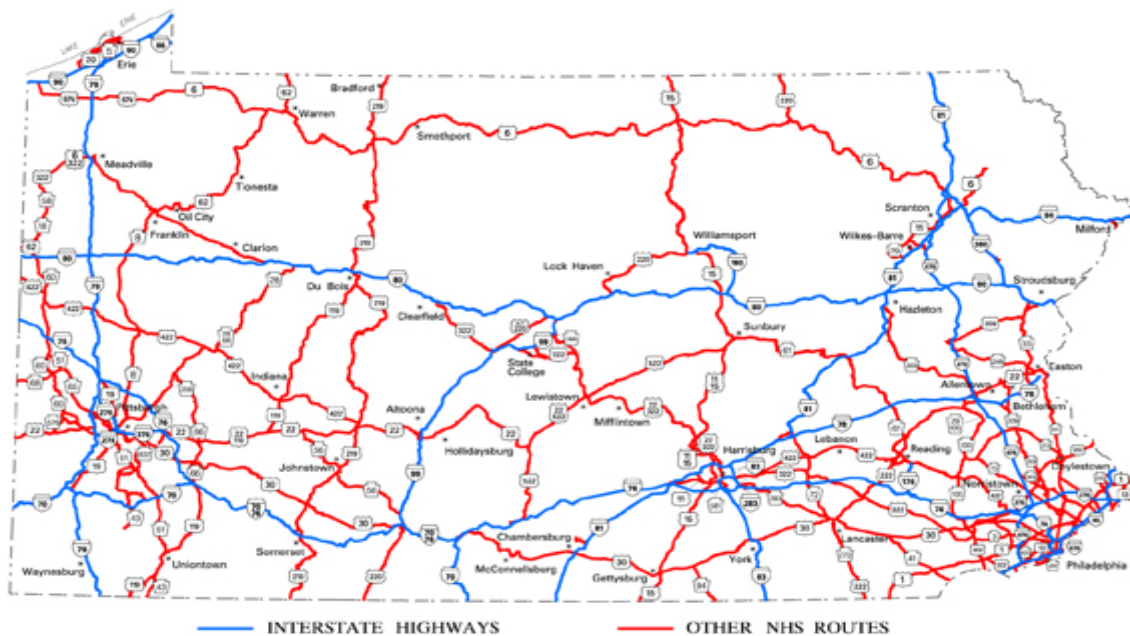
NOTE: To the extent revenue and cost saving information is subject to confidentiality agreements with an Offeror's clients, the Offeror may refer to revenues and cost savings achieved in general terms or may provide specific information in accordance with **Section I-18, Proposal Contents**, of this RFP.

3. Showing experience in the service of transportation and governmental agencies and private sector clients.
4. Identifying the Department and PTC transportation related assets including but not limited to traveler 511 services, motorist service patrols, rest areas, welcome centers, adopt a highway, bridge and/or interchange most suitable for a statewide marketing/sponsorship program
5. Maximizing benefits to the Department and PTC through the marketing and sponsorship program including

- i) Revenue generation;
- ii) Ability to contain/reduce costs; and
- iii) New/improved delivery and public awareness of traveler information services, service patrols and any other eligible services the Department or the Pennsylvania Turnpike provides to its customers.

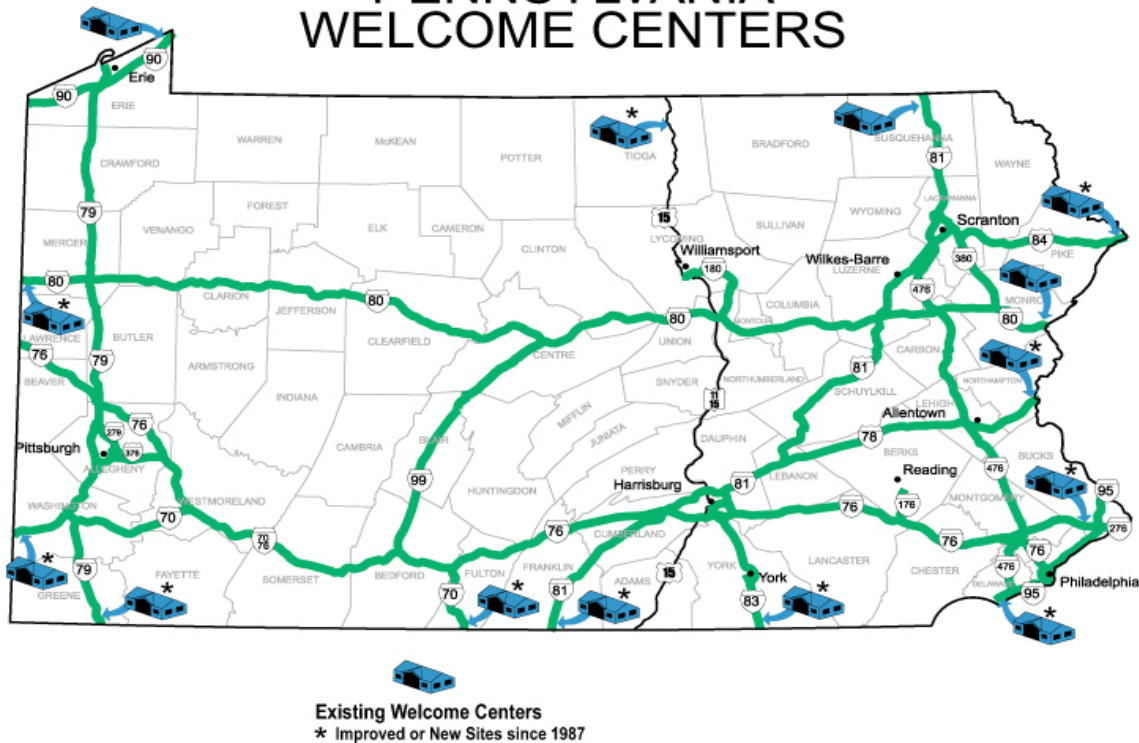
IV-2. Nature and Scope of the Project. To evaluate, recommend and maximize revenue generation and sponsorship opportunities in existing and future procurements and programs associated with the Department’s ongoing responsibilities to operate and maintain a comprehensive statewide road network that encompasses 39,799 linear miles, with 25,000 bridges that serves 208 million daily vehicle miles of travel. The Department highway system, which provides an integrated network along with PTC’s toll facilities and locally maintained roads serves a broad range of passenger and commercial urban, rural, intrastate and interstate travel throughout the Commonwealth. The map below shows the extent and geographic coverage of the Department’s road network consisting of interstates and other national highway system facilities.

National Highway System Map



The Department operates 14 welcome centers throughout the Commonwealth that provide vital travel counsel products and services to users of Pennsylvania’s transportation system. As shown in the map below, welcome centers are located near the Pennsylvania border along major travel routes. Welcome centers provide information about Pennsylvania’s cultural, historical, private and scenic attractions as well as the latest road and weather conditions. An accommodation services provides reservations to more than 1,000 Pennsylvania hotels, motels, bed and breakfast, and campgrounds. Welcome centers also maintain full-service rest area facilities that provide clean restrooms, assorted vending machines, friendly picnic sports and pet areas.

PENNSYLVANIA WELCOME CENTERS



Bureau of Planning and Research - Cartographic Information Division

v:\spp\cas_rel\welcomeccr.cd

The Department’s 511 system, (“511PA”), has been in operation since 2009. 511PA provides traffic-delay warnings, weather forecasts, average traffic speeds on urban interstates and access to more than 670 traffic cameras. The 511 site also provides easy-to-use, color-coded winter road conditions for all interstates and other routes covered in the 511 reporting network. Regional Twitter alerts are also available on the 511PA website. For additional information please refer to www.511pa.com. [add information on daily usage and trends and any existing sponsorship agreements]

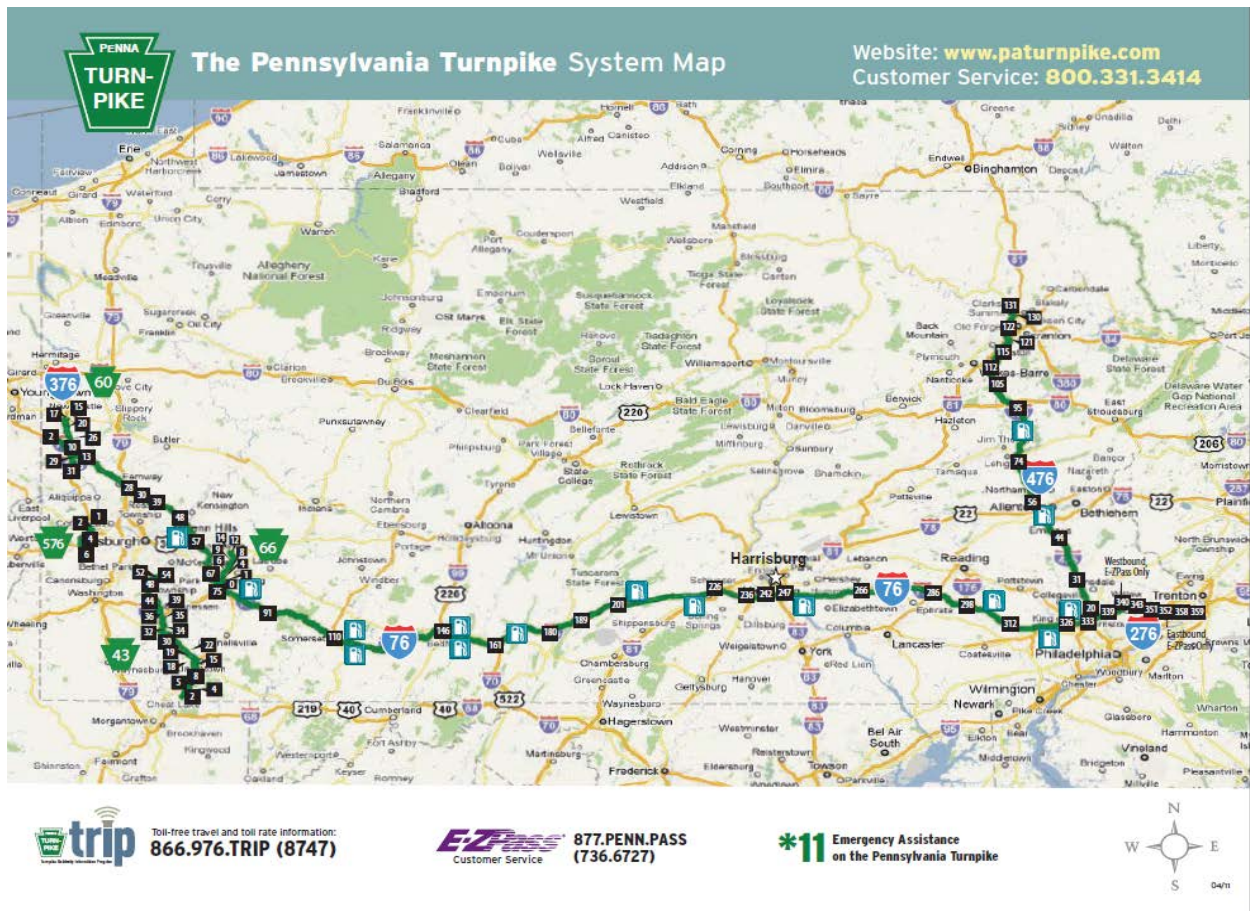
The PTC also deploys its own traveler information system, TRIP, which provides traffic, weather and toll information. TRIP is currently sponsored by State Farm under an existing agreement. TRIP also features a mobile application called TRIP Talk which provides travelers audio updates on road conditions and alerts. The application is based upon Information Logistics' patent-pending "Open Microphone Platform" which is a queue-driven, voice-streaming technology used in combination with your phone's built-in GPS. The data for the system is the PTC’s travel advisory data. For more information please refer to the Turnpike’s website at www.paturnpike.com.

The Department’s Freeway Service Patrol (FSP) program utilizes a fleet of dedicated vehicles provided through existing service contracts in Districts 5-0, 6-0, 8-0 and 11-0, to respond to accidents/incidents, provides traffic control for scene stabilization, delivers initial maintenance response such as debris removal and spill cleanup, and communicate with District Traffic

Management Centers (TMC) and police departments to relay information on incidents and resources needed to appropriately respond.

Through a separate partnership with State Farm, the PTC's utilizes a fleet of dedicated vehicles branded as the State Farm Safety Patrol. Operated by Turnpike personnel, the Safety Patrol responds to accidents, provides traffic control for scene stabilization, assists with debris clean-up and spill control and renders customer assistance.

The Pennsylvania Turnpike system, which has 189 million annual transactions, is composed of the following: (i) the 359 mile Turnpike Mainline traversing the southern portion of Pennsylvania from east to west; (ii) the 110 mile north-south section identified as the Northeast Extension; (iii) the 17 mile north-south connection, known as the Beaver Valley Expressway which intersects the Turnpike Mainline in the southwestern portion of the Commonwealth; (iv) the approximately 14 mile Amos K. Hutchinson Bypass, which adjoins the Turnpike Mainline near the New Stanton Interchange; (v) completed segments of the Mon/Fayette Expressway project totaling approximately 47 miles; and (vi) a six mile Southern Beltway project from PA 60 to US 22, near the Greater Pittsburgh International Airport. The Turnpike has a total of 64 interchanges which connect it with major arteries and population centers in its 553 mile traffic corridor. There are 17 service plazas along the System providing a wide range of food/dining options, fueling stations, convenience stores, Farmers Markets and gift shops . The map below shows the Turnpike system including interchanges and service plazas.



IV-3. Requirements.

- A. **Staff Changes.** The selected Offeror must receive written approval from the Department's P3 Office before changing any personnel listed in its proposal. The selected Offeror shall initiate any personnel change requests by submitting a letter to the Department's P3 Office. The selected Offeror shall attach to the letter pertinent personnel background information such as resumes, employment history, and relevant experience details. The Department's P3 Office will respond by letter via e-mail, fax, or first-class mail either approving or disapproving the request for personnel changes.
- B. **Background Checks.** The selected Offeror must, at its expense, arrange for a background check for each of its employees, as well as the employees of any subcontractors, who will have access to Commonwealth Information Technology (IT) facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://epatch.state.pa.us/Home.jsp>. The background check must be conducted prior to initial access and on an annual basis thereafter. Before the Commonwealth will permit access to the selected Offeror, the selected Offeror must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that the selected Offeror's employee has a criminal record that includes a felony or misdemeanor involving terrorist behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concern about building, system or personal security or is otherwise job-related, the selected Offeror shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the agency consents to the access, in writing, prior to access. The agency may withhold its consent in its complete discretion. Failure of the selected Offeror to comply with the terms of this paragraph may result in default of the selected Offeror under its contract.
- C. The Selected Offeror must be able to work closely with other contractors and/or agencies on this project and on related projects that fall within the scope of work, as directed.

D. **WORK ORDER REQUIREMENTS**

1. The Selected Offeror will be required to perform work through the use of negotiated Work Orders throughout the term of the Contract. However, payment for work orders through Task A - Phase 1 shall be accomplished using the maximum hourly rates and negotiated hours to establish a cost for the deliverable. Payment for all activities and work orders in Task B - Phase 2 shall be in the form of the success fee collected during revenue generation. Task B – Phase 2 work orders, which can include Task A –Phase 1 work will serve to outline ongoing deliverables, such as programmatic changes that may become necessary, and provide approval to proceed. The Department's Project Manager will initiate a Work Order by following the steps outlined in the Work Order Requirements (see **Appendix F**).
2. Each Work Order shall identify specific individuals and their position required to complete the scope of work outlined on the Work Order. **Hourly Rates will not exceed the Maximum (Hourly) Rate** as provided on the Selected Offeror's Cost

Submittal, Appendix C. Hourly rates can be negotiated and should be commensurate with the level of effort and type of personnel required to complete the deliverable.

3. The work to be completed through a Work Order shall be deliverable based and will establish payment benchmarks. All Work Orders will be negotiated and once established and accepted by the Department, a Work Order will be executed, and reimbursement under the contract will be based on the agreed upon fixed price of each deliverable. Work Orders shall clearly define the deliverable and a lump sum payment will be made upon completion and acceptance by the Department of the defined deliverable. Benchmarks will be identified during negotiation when a single Work Order provides for more than one (1) clearly defined benchmark. Each identified benchmark within a Work Order will be considered a separate deliverable with a lump sum payment made upon completion and acceptance by the Department of the identified benchmark.
4. A Work Order Authorization Page (see **Appendix F** for sample) is required to be signed by the Selected Offeror and the Department's Project Manager. Upon acceptance by the Selected Offeror and the Department's Project Manager, a fully executed Purchase Order will be issued as the Notice to Proceed.
 - a) Task A – Phase 1: NO WORK CAN BE AUTHORIZED BEFORE A FULLY EXECUTED PURCHASE ORDER IS ISSUED BY THE DEPARTMENT AND RECEIVED BY THE SELECTED OFFEROR.
 - b) Task B – Phase 2: THE APPROVED WORK ORDER WILL SERVE AS THE NOTICE TO PROCEED. NO PURCHASE ORDER WILL BE REQUIRED SINCE PAYMENT WILL BE FROM THE SUCCESS FEE.
5. Each Work Order is required to contain a clearly defined scope of work for each deliverable and must fall into one of the tasks as listed in **Part IV-4, Tasks** of this RFP.
6. Work Orders shall be consecutively numbered.
7. Work Orders may be done concurrently.

E. CONFIRMATION OF SERVICES

1. The Selected Offeror must submit a Confirmation of Service, OS-501 (**Appendix E**) to the Department's Project Manager to confirm services have been rendered. All supporting documentation should be submitted with the OS-501.
2. **For Task A - Phase 1 only**, once the Project Manager confirms acceptance of services, the Selected Offeror shall invoice the Department for authorized work performed. All charges on a submitted invoice must be directly related to work performed on all identified tasks. All invoices must be mailed to the "Bill To" address on the Purchase Order.

3. Invoices from the Selected Offeror shall be prepared to show separate costs for each deliverable that has been completed. The invoice shall reflect line items as shown on the fully executed Purchase Order. Invoices shall be capable of being photocopied legibly.

F. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a) Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees)
 - b) Identified essential business functions and key employees (within your organization) necessary to carry them out
 - c) Contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - d) How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - e) How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

IV-4. Tasks.

The P3 Office Director (“Director”) will be the day-to-day contact for the Selected Offeror. The Director will chair a Steering Committee consisting of Department and PTC representatives which will provide technical guidance and policy direction to the Selected Offeror. The work

undertaken by the Selected Offeror as described in the tasks below will be subject to review, comment and approval by the Director and the Steering Committee.

TASK A: Phase I: - Asset Marketing and Sponsorship Program Development

Identify and evaluate Department and PTC assets for marketing and sponsorship opportunities that are compliant with state and federal law and Federal Highway Administration (FHWA) directives. This may include but is not limited to sections of highway, bridges, interchanges, motorist service patrols, welcome centers, PTC service plazas, the Department's 511PA and PTC's TRIP. Offerors should be creative in identifying marketing and sponsorship opportunities and should seek to maximize revenue/cost savings created by marketing and sponsorship programs.

Key activities may include but not be limited to:

1. Best Practices
 - a) Define potential sponsorship model, including but not limited to:
 - i. Identification of the potential market for sponsorships—based on an assessment of the universe of likely advertisers/sponsors and how the Department's and PTC's assets can be used to effectively deliver the sponsors' message
 - ii. Permitted and excluded sponsorship activities
 - iii. Assessment of marketing and sponsorship programs employed by other state departments of transportation/transportation agencies
 - b) Estimate potential annual revenues, cost savings and customer service benefits accruing to the Department and PTC.
2. Develop the implementation strategy for the Program. Offerors have the option to define a staged rollout of the Program or full Program implementation based on their assessment of market potential. Task activities include:
 - a) Develop marketing plan and materials to potential advertisers and sponsors
 - b) Identify target list of advertisers and sponsors
 - c) Conduct initial outreach to advertisers and sponsors to solicit their feedback on the proposed portfolio of assets and structure of the Program
 - d) Incorporate feedback provided and adjust/finalize implementation strategy
3. Develop a "Standards for Marketing and Sponsorship" document that will apply best practices, and be adopted as controlling the Department and/or PTC policy relative to marketing and sponsorship material content, to be incorporated into each contract entered into with any sponsor or advertiser. The Standards for Marketing and Sponsorship shall take into account the following:
 - a) Consistency with the Department's responsibilities and duties as an executive agency of the Commonwealth of Pennsylvania;
 - b) Actual or perceived conflicts of interest (e.g., sponsorship or revenue generation arrangements will not be considered from trade associations; lobbying organizations; or construction, engineering service or consulting companies that have, or may, bid on the Department or PTC contracts); and,

- c) Message (e.g. sponsorship or revenue generation arrangements will not be considered from any vendor, business, group or service promoting, supporting or advocating: illegal materials and illegal activities; the use or purchase of obscene or pornographic material, tobacco, alcohol, firearms; licensed or unlicensed gaming activities; or any position that is discriminatory, profane or derogatory to any group, or any position that promotes a particular political or religious position).
4. Develop a Third Party Agreement (TPA) template for the Department and/or the PTC's review and final acceptance. Only after the TPA template is approved by the Department and/or the PTC, may the Selected Offeror begin to use the TPA template to enter into TPAs. The TPA template will be used as the contractual mechanism for revenue sharing to be used by the Selected Offeror, the Department and/or PTC, and the advertiser and/or sponsor.

NOTE: Typical agreement execution process, including all necessary approvals both inside and outside the Department, for TPAs could take up to 8 weeks.

The Offeror shall indicate in the technical proposal the approach to developing the TPA template. Minimally, the TPA template shall:

- a) be interpreted in accordance with and fully comply with Pennsylvania law;
- b) fully comply with the Commonwealth of Pennsylvania's contracting procedures and protocol, which includes but it not limited to standard contract provisions, such as the Contractor Responsibility Provisions; Contractor Integrity Provisions; Commonwealth Nondiscrimination/Sexual Harassment Clause; offset provision; Provisions Concerning the Americans with Disabilities Act; and the Right-to-Know Law Provisions.
 - 1) contain a provision under which the Selected Offeror and the third party will indemnify and hold harmless the Commonwealth of Pennsylvania, the Department, and the PTC at all times;
 - 2) Establish business terms governing the marketing and sponsorship program
 - i.) Roles and responsibilities of the Department, PTC, the Selected Offeror and the advertiser/sponsor
 - ii.) Business rules governing the physical characteristics, content (**see Section IV-4, Task A, Paragraph 3 above**) and application of advertising and messaging
 - iii.) Compensation models that could be employed to maximize revenues to the Department and PTC
 - iv.) Contract monitoring by the Department, PTC and the Selected Offeror
 - v.) Contract term with advertiser/sponsor
 - vi.) Contract default and remedies

The TPA final approved template shall not:

- a) require the Department or PTC to indemnify any party;

- b) require the Department or PTC to agree to pay any attorneys' fees, late fees, interest or similar charges; or
- c) conflict with applicable Commonwealth of Pennsylvania laws and policies.

Task A shall be by work order for up to the first 18 months of the resulting contract. **Task A** work shall be considered complete when the program is developed, which may occur prior to 18 months from the date of the resulting contract's execution, at the request of the selected Offeror and upon the Department's approval. It is expected that the Selected Offeror will begin implementing revenue generating opportunities as soon as possible and transition to **Task B** activities. After transition to **Task B** activities no later than 18 months after full execution of the resulting contract, on-going **Task A** activities will not be based on the Maximum Rate, but instead shall be part of the Success Fee, which is described below.

TASK B: Phase II – Asset Marketing and Sponsorship Program Administration

It is the Department's expectation that this will be a revenue generating task. The Selected Offeror will be responsible for depositing the revenue generated into an account designated by the Department in accordance with Act 88. The Selected Offeror will retain a percentage of all revenue generated as a result of this RFP. The Success Fee shall include all associated administrative costs under **Task B**.

The Selected Offeror will administer the asset marketing and sponsorship program, in concert with the Department and/or the PTC. Activities that may be undertaken as part of Phase II shall include but are not limited to:

1. Developing solicitation materials and proposal evaluation criteria.
2. Development of a process to secure proposals from prospective advertisers and sponsors
3. Reviewing proposals and employing evaluation criteria to facilitate the selection of the advertiser or sponsor
4. Supporting the negotiation of business terms and execution of the contract with the advertiser or sponsor, which will include Standards for Marketing and Sponsorship to be developed under **Section IV-4, Task A, Paragraph 3 above** for current contracts and in anticipation of future contracts.
5. Providing on-going support through monitoring and reporting on the performance of the Program. The Selected Offeror will develop metrics to assess the performance of the program against revenue generation, cost savings and customer information delivery criteria and recommend strategies to improve performance, as necessary.
6. TPA tracking and maintenance which includes but is not limited to:
 - a. Keeping a copy of each TPA on file
 - i. NOTE: The Department will maintain each original, fully executed TPA agreement
 - b. Notification of expiring TPA's to the Department and the advertiser/sponsor at least 120 days in advance of the expiration date
 - c. Provide renewal TPA's to the Department at least 90 days prior to the expiration of a TPA

7. Coordinating with the Department, the PTC, and/or appropriate third party vendors on the installation and/or application of the advertisement and/or sponsorship brandings or logos.

IV-5. Reports and Project Control. Throughout the course of the Project, the Selected Offeror will work collaboratively with the Director on the development and execution of the Program. To facilitate a coordinated, collaborative effort, the Selected Offeror shall provide the following reports.

- A. **Task Plan.** A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.
- B. **Status Report.** A monthly progress report covering activities, problems and recommendations. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Issuing Office.
- C. **Problem Identification Report.** An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Offeror recommendations with supporting rationale.

IV-6. Contract Requirements—Small Diverse Business Participation. All contracts containing Small Diverse Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Small Diverse Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BSBO. All contracts containing Small Diverse Business participation must include a provision requiring Small Diverse Business subcontractors to perform at least **50%** of the subcontracted work.

The selected contractor’s commitments to Small Diverse Businesses made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BSBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Small Diverse Business participation of the original contract.

The selected contractor shall complete the Prime Contractor’s Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BSBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Diverse Business subcontractors and suppliers. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Small

Diverse Business participation points. If there was no activity during the quarter then the form must be completed by stating “No activity in this quarter.”

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF SMALL DIVERSE BUSINESS STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR SMALL DIVERSE BUSINESS UTILIZATION.

IV-7. Guaranteed Revenue

The selected Offeror shall during the term of the resulting contract, on or before January 15 of each calendar year, provide a full accounting of actual revenue generated in the preceding calendar year.

- If the actual revenue generated in the preceding calendar year, does not exceed the Adjusted Revenue amount set forth in **Appendix C, Cost Submittal** (which is derived by offsetting the Guaranteed Revenue amount by the Success Fee percentage identified by the selected Offeror in **Appendix C, Cost Submittal**), the selected Offeror shall pay the difference between the Adjusted Revenue amount set forth in **Appendix C, Cost Submittal** and the actual revenue amounts generated to the Department within thirty (30) days of providing the preceding year’s accounting.
- If the actual revenue generated in the preceding calendar year, equals or exceeds the Guaranteed Revenue amount set forth in **Appendix C, Cost Submittal**, the selected Offeror shall pay the actual revenue generated, less the Success Fee (if not already paid to the Department) within thirty (30) days of providing the preceding year’s accounting.

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