

THE
RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
REQUEST FOR QUALIFICATIONS

EVENT PLANNING SERVICES

CONTRACT NO. 13-12

December 2013

Buddy Croft, Executive Director
Rhode Island Turnpike and Bridge Authority
1 East Shore Road (P.O. Box 437) Jamestown,
Rhode Island 02835 Telephone (401) 423-0800 - Fax
(401) 423-0830

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

REQUEST FOR QUALIFICATIONS

EVENT PLANNING SERVICES

Sealed bids (Requests for Qualifications), in duplicate, plainly marked, "Sealed Bid: "EVENT PLANNING SERVICES", will be received until 3:00p.m. EST, Monday, January 6, 2014 at the Office of the Director at the RITBA Administration Building, Route 138, 1 East Shore Road in Jamestown, R.I. Bids will be opened publicly and read at 3:00 PM.

Copies of specifications may be obtained at the above office on and after Wednesday, December 11, 2013, between the hours of 8:30 a.m. and 4:30 p.m., or by calling (401) 423-0800.

The Rhode Island Turnpike and Bridge Authority is seeking the services of a event planner to plan, organize, coordinate, administer, and execute any events such as bike races or road races that the RITBA chooses to host. The successful firm/individual will have the primary responsibilities for coordinating and executing all aspects of these events with the appropriate RITBA staff, law enforcement officials, and event participants. The Authority currently hosts two (2) such events annually, but may host up to four (4) annually.

Requests for qualifications will be evaluated using a weighted scale. The Evaluation committee will review all submissions. The committee will evaluate all submissions and will select no more than three individuals to present to the Executive Director for a decision. The Executive Director may request additional information from any proposer and an interview process will follow. The Director will negotiate the fee with the vendor selected. If an agreement cannot be reached, the Director will negotiate with the next choice until a satisfactory agreement is reached. The resulting agreement will be for the period of two years from date of contract with two (2) one year renewals at the consent of both parties. Terms and conditions are subject to negotiations between parties.

No bid may be withdrawn for a period of ninety (90) days subsequent to the opening thereof without permission of the Executive Director.

The authority reserves the right to reject any or all bids, waive any informality in the bidding, or accept the bid deemed to be in the best interest of RITBA.

GENERAL TERMS AND CONDITIONS

1. RECEIPT AND OPENING OF PROPOSALS:

Sealed Bids (Request for Proposals) will be accepted and time stamped upon receipt in the office of the Executive Director, until the time indicated on the attached Advertisement for Bids, for the commodities, equipment or services listed in the specifications, and will then be publicly opened and read.

2. FORM OF BID:

Proposals shall be submitted in triplicate, on the form provided, with supplemental information, drawings, warranties and other required documentation, literature and material to be provided, with the bid, on the bidders own form.

3. SUBMISSION OF BIDS:

- a. Envelopes containing bids must be sealed and addressed to the Office of the Executive Director, PO Box 437, Jamestown, RI 02835 and must be marked with the name and address of the bidder, date and hour of opening, and name of item in the bid call.
- b. The Director will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephonic and / or electronic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from time of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Proposals received prior to the time opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
- g. Any deviation from the Specifications must be noted in writing and attached as part of the bid proposal. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from Specifications.

4. RHODE ISLAND SALES TAX:

The authority is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

5. FEDERAL EXCISE TAXES:

The authority is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

6. QUALIFICATION OF BIDDERS:

The owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the authority with all such information and data for the purpose as may be requested.

7. EVALUATION CRITERIA:

The Rhode Island Turnpike and Bridge Authority evaluation committee will use the following weighted scale when evaluating the proposals.

Experience/Qualifications	75 points
Proposed Fee	<u>25 points</u>
	100 Total points

8. ADDENDA AND INTERPRETATIONS:

No interpretation on the meaning of the Plans, Specifications or other Contract Document will be made to any bidder orally. Every request for such interpretations should be in writing, addressed to the Executive Director, PO Box 437, Jamestown, RI, 02835, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids. E-mail nparrillo@ritba.org.

All questions pertaining to the specifications or proposal procedure should be first directed to the Executive Director. Where information from the Executive Director differs from information from any other source, the information from the Director prevails. The authority is not responsible for information obtained from any other source.

9. AWARD OF BIDS:

The Authority reserves the right to award in whole or in part.

10. HOLD HARMLESS:

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances, and property of every description used in connection therewith. The contractor agrees to indemnify and save harmless the Rhode Island Turnpike and Bridge Authority, its employees and agents, against loss or expense by reason of the liability imposed by law upon the contractor, all sub-contractors, or owner for damage because of bodily injuries, including person or persons or on account of damage to property arising out of or in consequence of the performance of this work whether such injuries to persons or damage to property are due or claimed to be due to any negligence, including gross negligence, of a sub-contractor, the owner, the general contractor, his or their employees or agents, or any other person.

The IRS Form W-9 attached must be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.

FEE FOR SERVICES: To be negotiated. Please include your proposed fee on the attached form.

QUALIFICATIONS: The selected event planner must possess excellent organizational and communication skills and a demonstrated ability to devise and implement an integrated event-staging plan,

SUBMISSION REQUIREMENTS: Parties interested in submitting their response to this Request for Qualifications should include the following information:

- A cover letter stating your reasons for your interest in the position.
- Current resume
- Comment on your ability to provide these services
- Comment on availability and acceptable hourly rate and/or monthly retainer.
- Include three references.

EVALUATION AND SELECTION

1. **General Qualifications & Experience** (75) points
 - a. Appropriateness of staff vitae / Account Manager (50) points
 - b. Vendor's capability, capacity and qualifications (25) points

2. **Proposed Fee** (25) points

Notwithstanding the above RITBA reserves the right to accept or reject any or all offers, to award on the basis of cost alone, and to act in its best interest. RITBA also reserves the right to make one or more awards as a result of this solicitation and to act in its own best interest.

Please address any questions regarding this offering to Ms. Nancy Parrillo in writing or by e-mail (nparrillo@ritba.org) and follow up with a telephone call at (401) 423-0800.

ATTACHMENT C

QUESTIONNAIRE

1. Provide the full name, address and federal employer identification number for your firm.
2. Give all of the relevant contact information for the individual or individuals at your firm who will be responsible for coordinating with RITBA on this proposal.
3. Describe briefly your firm's history, organization, management and philosophy.
4. Indicate how long your firm has been engaged in event planning projects of the type specified in this request.
5. Specify the individual(s) within your firm who would be responsible for assignment to the RITBA account and give a statement of qualifications for each.
6. Summarize, if applicable, any prior firm experience for similar work performed for a public sector or quasi-public agency like RITBA.

Note:

If selected for an interview they will be conducted on January 14 ,2014 between the hours of 9:00 AM and 2:00 PM.

January 6, 2014
Buddy Croft
Executive Director
Rhode Island Turnpike and Bridge Authority
1 East Shore Road
Jamestown, RI 02835

Dear Mr. Croft,

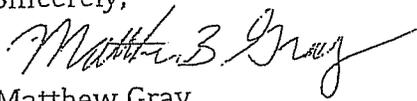
As the founder and President of Gray Matter Marketing, LLC, I am pleased to submit this proposal to provide Event Planning Services for events hosted by the Rhode Island Turnpike and Bridge Authority. Gray Matter Marketing is the only Event Planner that has the experience of organizing, coordinating and executing three highly successful Citizens Bank Pell Bridge Run events as well as the inaugural 4 Bridges Ride in September 2013. In addition, we have been responsible for planning, coordinating and administering a number of successful events throughout New England. With an office located in Newport and a history of successful events with the RTIBA, Gray Matter Marketing is positioned to offer RITBA event planning services.

Enclosed please find our formal proposal and attachments as follows:

- Current Resume
- Ability to Provide Services
- Availability
- Proposed Fee
- References
- Attachment C
- W-9

Thank you for your consideration. I look forward to the opportunity to partner with you on all events.

Sincerely,



Matthew Gray

Owner/Founder

Current Resume

Gray Matter Marketing:

Founded in April 2012 by Matthew Gray, Gray Matter Marketing, LLC is a full service marketing firm specializing in event management and marketing consulting. We create and manage all aspects of events ranging from intimate social gatherings to large-scale sporting and lifestyle events. In addition, we represent several organizations for marketing consultation including social media management, web site design, advertising, and public relations. Our founder has years of experience as well as an advanced degree in Marketing and Management.

Through hard work, communication and creativity, we aim to exceed the expectations of every client. Whether it is a local road race or a unique social media campaign, Gray Matter Marketing can coordinate all aspects of communication, marketing, production and operations for your organization.

Select Gray Matter Marketing, LLC Clients & Founder's Portfolio:

Road Race Management & Event Operations:

- 2011 - 2013 Citizens Bank Pell Bridge Run – Event Director
- 2013 4 Bridges Ride – Event Director
- 2013 Newport 10 Miler – Owner/Event Director
- 2013 Ocean Road 10k – Owner/Event Director
- 2012 – 13 Cape Cod Brew Fest – Owner/Event Director
- 2013 – Cape Cod Food & Wine Festival – Owner/Event Director
- 2013 – Rhode Island Brew Fest – Owner/Event Director
- 2009 – 2011 Cox Providence Rhode Races – Event Director
- 2009-10 ECAC Convention & Trade Show – Event Director

Marketing Consulting Clients:

- Meridian Ocean Services
- Newport Restoration Foundation
- Bike Newport
- Aquidneck Island Planning Commission
- Newport This Week
- Ocean State Tall Ship Festival
- Purvis Systems, Inc.

Ability to Provide Services

Proposed Single Point of Contact:

Matthew Gray
Owner/Founder, Gray Matter Marketing, LLC

matt@graymattermkt.com
401-318-2991
304 Thames Street
Newport, RI 02840

For the past six and half years, Matthew has marketed and managed several of Rhode Island's largest road races and triathlons. As Event Director for the 2011-2013 Citizens Bank Newport Pell Bridge Run, 2013 Newport 10 Miler, 2013 Ocean Road 10k and the 2011 Cox Providence Rhode Races he was responsible for managing all aspects of the marketing promotions and operations for these races. This involved managing event budgets of over \$350,000, coordinating hundreds of volunteers, securing vendor and independent contractors, and executing a complex logistical plan involving of seven municipalities for a single event.

In addition to being the Event Director of these races, Matthew's marketing and operational expertise lead to the creation and successful organization of several unique lifestyle events including the Rhode Island Brew Fest, Cape Cod Brew Fest and the Cape Cod Food & Wine Festival.

Proposed Top Line Responsibilities:

- Collaborate with the Rhode Island Turnpike and Bridge Authority to review all proposed events
- Manage all aspects of event planning for the RITBA
- Ensure all third party vendors are vetted
- Accept responsibility for the quality and timeliness of all work completed by contractors

Qualifications:

Gray Matter Marketing's distinct experience includes collaborating closely with the staff of the Rhode Island Turnpike and Bridge Authority on all aspects of the 2011 through 2013 Citizens Bank Newport Pell Bridge Run including the Executive Director, Chief Financial Officer, Director of Toll Plaza Operations and other key members of their staff. These events have grown each year and the amount of money raised for charity has met or exceeded expectations.

Over the past four years Matthew has worked closely with public relations and marketing managers for many of Rhode Island's largest companies including Amica Mutual Insurance Co., Cox Communications, Citizens Financial Group, Dunkin



Donuts, and UnitedHealthcare. In addition to these business leaders, Matthew has partnered with representatives of The Providence-Warwick Convention and Visitors Bureau, Newport County Chamber of Commerce, Discover Newport, Rhode Island Convention Center, Rhode Island Army National Guard, Rhode Island Economic Development Corporation, Rhode Island State Police, and multiple municipal law enforcement agencies among other civic leaders.

Matthew prides himself on the fundraising efforts accomplished by Gray Matter Marketing in just under two years in business. Through the 2012-13 Citizens Bank Newport Pell Bridge Run, Newport 10 Miller, RI Brew Fest, Cape Cod Brew Fest, Faher's Day Ride, 4 Bridges Ride and the Ocean road 10k we have helped non-profit organizations in southern New England raise over \$200,000. These agencies include the March of Dimes, Meeting Street, Special Olympics of Rhode Island, Bike Newport, Fort Adams Trust, Narragansett Historical Society and the Dr. Martin Luther King Jr. Community Center of Newport. Matthew served as the primary point of contact for all of these charitable organizations.

Availability

Management Overview:

We are based in Newport, RI and would be available to meet with members of the Rhode Island Turnpike and Bridge Authority whenever necessary. Monthly meetings with the RITBA staff would be scheduled to discuss all proposed events. Weekly meetings would be held for the four weeks leading up to any event. Gray Matter Marketing will work closely with all event organizers that the RITBA authorizes to host an event on their properties and will act as a liaison to ensure the RITBA's best interests are always represented. Gray Matter Marketing will also work closely with all vendors and independent contractors to ensure their work is of the highest quality.

REQUEST FOR QUALIFICATIONS
EVENT PLANNING SERVICES

PROPOSED FEE

TO: The Rhode Island Turnpike and Bridge Authority
c/o The Executive Director
PO Box 437
Jamestown, RI 02835

Gentlemen:

We the undersigned propose to furnish to the Rhode Island Turnpike and Bridge Authority, "EVENT PLANNING SERVICES", per attached RFQ dated January 6, 2014 for the purpose stated below. Please attach this Proposed Fee form to your full proposal.

Proposed Fee as follows:

Monthly Retainer	2014 - 2015	<u>\$4500</u>
Monthly Retainer	2016	<u>\$5000</u>
Monthly Retainer	2017	<u>\$5000</u>

Please be advised that if selected for interviews they will be conducted on January 14, 2014, between the hours of 10:00 AM and 1:00 PM.

By: *Matthew Skerney*
Authorized Signature

Gray Matter Marketing, LLC.
Company

Mr. Matthew B. Gray, President
Print Name & Title

304 Thames St. Newport, R.I.
Address

401-318-2991
Telephone

Rhode Island, 02840
Authority State Zip

1/6/14
Date

References

James Bennett
Director, Department of Economic Development
City of Providence
444 Westminster St.
Providence, RI 02903
jbennett@providenceRI.com
Direct line 401-680-8541

Brewer Rowe
Director of Special Events and Assistant Tournament Director
International Tennis Hall of Fame
194 Bellevue Ave.
Newport, RI 02840
browe@tennisfame.com
Direct line 401-849-5329

Marilyn Warren
Executive Director
Dr. Martin Luther King Jr. Community Center of Newport
20 West Broadway
Newport, RI 02840
mwarren@mklccenter.org
Direct line 401-846-4828 x105

Additional references can be produced upon request.

ATTACHMENT C QUESTIONNAIRE

1. Provide the full name, address and federal employer identification number for your firm.

*Gray Matter Marketing, LLC
3 Curry Avenue
Newport, RI 02840
EIN: 45-5063300*

2. Give all of the relevant contact information for the individual or individuals at your firm who will be responsible for coordinating with RITBA on this proposal.

*Matthew Gray
Founder/Owner
401-318-2991
matt@graymattermarketing.com*

3. Describe briefly your firm's history, organization, management and philosophy.

Gray Matter Marketing, LLC was incorporated in the State of Rhode Island in April 2012. Matthew Gray is the Owner and President. Jon White is the Director Event Operations and Drew Appleton is the Creative Director. Gray Matter Marketing is a full service event management and marketing consulting firm based in Newport, RI.

4. Indicate how long your firm has been engaged in event planning projects of the type specified in this request.

Gray Matter Marketing's founder has over 6 years of both event management and marketing experience. He was the Event Director for the 2011, 2012 and 2013 Citizen Bank Pell Bridge Run and several other large road races and lifestyle events. Our staff brings an additional 10 years of event management and marketing experience.

5. Specify the individual(s) within your firm who would be responsible for assignment to the RITBA account and give a statement of qualifications for each.

Matthew Gray would be the only point of contact for the RITBA. His unique qualification for this position is his experience as Event Director of the 2011, 2012, 2013 Citizens Bank Pell Bridge Run and the 2013 4 Bridges Ride. In this capacity Matthew managed the planning and communications with the RITBA, sponsors, charities, government officials in Jamestown, Newport, North Kingstown, Middletown, Portsmouth, Tiverton and Bristol, the Rhode Island State Police, RIDOT and the Police Departments in all seven communities. He was directly responsible for all aspects of planning, marketing and promotion for these highly successful and popular events.

6. Summarize, if applicable, any prior firm experience for similar work performed

for a public sector or quasi-public agency like RITBA.

Gray Matter Marketing managed the 2012 and 2013 Citizens Bank Pell Bridge Run and the 2013 4 Bridges Ride for the RITBA.

EVENT PLANNING SERVICES AGREEMENT

THIS PARTNERSHIP AGREEMENT ("the Agreement"), made as of February 1, 2014 by and between Gray Matter Marketing, LLC, a Rhode Island Limited Liability Corporation, with its principal place of business located at 3 Curry Avenue, Newport, RI 02840 ("Gray Matter Marketing,"), and the Rhode Island Turnpike and Bridge Authority, a quasi-government agency, with its main offices located at 1 East Shore Road, Jamestown, RI 02835 ("RITBA").

WHEREAS, RITBA is seeking event planning and management services.

WHEREAS, Gray Matter Marketing wishes to provide all event planning and management services for the RITBA.

WHEREAS, Gray Matter Marketing will market events on behalf of the RITBA and act as the main point of contact for all event related matters on RITBA property.

WHEREAS, Gray Matter Marketing will receive a payment of \$2000 per month for the duration of the Agreement when managing two events, \$2500 per month when managing three events and \$3,000 per month when managing four events as well as a 25% commissionable rate for all sponsorships sold by Gray Matter Marketing with the exception of Citizens Bank's entitlement sponsorship of the Pell Bridge Run. This commission will not be applied to sponsorships secured by the RITBA.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, RITBA and Gray Matter Marketing agree as follows:

1. Duties of Gray Matter Marketing.

All duties are to be focused on Event Planning and Management Services.

- a. Organize, market and manage events
- b. Manage the communications on behalf of the RITBA with third parties regarding events held on the RITBA properties.
- c. Ensure all third party vendors are vetted.
- d. Develop new event concepts for the RITBA properties.
- e. Report directly to the Executive Director and CFO.
- f. Accept responsibility for the timeliness and quality of all work provided by third party vendors and independent contractors.

2. Duties of RITBA.

- a. RITBA shall be available to Gray Matter Marketing to support any scheduled meetings related to the duties of Gray Matter Marketing.
- b. RITBA shall maintain all financial records and be responsible for all event related expenses.

3. Business Expenses.

Gray Matter Marketing will be responsible for all business expenses relating to Gray Matter Marketing business operations. RITBA will be responsible for all other event related expenses outlined in a mutually agreed upon budget.

4. Dispute Resolution.

The parties hereto also expressly understand and agree that any and all dispute between RITBA and Gray Matter Marketing shall be subject to binding arbitration before a single arbitrator under the rules of American Arbitration Association. It is furthermore expressly understood and agreed to by the parties hereto that the party that does not prevail in such dispute resolution forum shall promptly, but no later than thirty (30) calendar days after final adjudication of the arbitration decision and any subsequent federal or state appeal of same, pay the prevailing party and all damages, losses and reasonable expenses (including without limitation all attorney's fees, as well as related costs and expenses).

5. Termination.

- a. This Agreement shall commence on the date first above written and remain in full force for three years. The period of time during which this Agreement shall be in effect is referred to herein as the "Term."
- b. RITBA and Gray Matter Marketing have the right to extend this agreement on an annual basis with mutually agreeable terms and conditions.

6. Relationship Between the Parties.

The nature of the business relationship between Gray Matter Marketing and the RITBA is that of independent contractors. Nothing in this Agreement shall be construed to constitute Gray Matter Marketing or RITBA, respectively, as an employee, partner, agent or joint venture of the other party hereto. Without limiting the foregoing, neither party hereto shall have any authority to act for or to bind the other party in any way, to alter any of the terms or conditions of any standard forms or other agreements reached with purchasers or entities that engage Gray Matter Marketing to provide consulting services to make representation or warranties or to execute agreement on behalf of RITBA or Gray Matter Marketing, respectively, or to represent that either party hereto is in any way responsible for the acts or omissions of the other party.

7. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when delivered in person, forwarded via net day overnight courier or mailed by U.S. certified or registered mail, or by prepaid postage. The addresses for any notices hereunder shall be:

Gray Matter Marketing, LLC
3 Curry Avenue
Newport, RI 02840
Attn: Matthew Gray
Phone: 401-318-2991

Rhode Island Turnpike and Bridge Authority
1 East Shore Road
Jamestown, RI 02835
Attn: Executive Director Buddy Croft
Phone: 401-423-0800

8. Assignability.

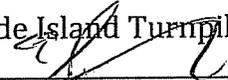
Neither party may assign its rights or obligations under this Agreement, either voluntarily or by the operation of law, without the prior written consent of both parties.

9. Micellaneous.

- a. This Agreement shall not be binding on either party hereto until it has been executed by an authorized officer of RITBA and Gray Matter Marketing, respectively.
- b. This Agreement shall be governed by the laws of the State of Rhode Island and Providence Plantations.
- c. This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and superseded all prior writings, negotiations or understandings with respect thereto. No modifications or additions to this Agreement shall have any effect, unless it is set forth in writing and signed by both parties hereto.
- d. The waiver by either party hereto of any breach of any provisions of this Agreement shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this Agreement.
- e. The captions used herein are for the convenience of the parties only and will not be interpreted to enlarge, contract ofr alter the terms and provisions of this Agreement.
- f. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms hereunder, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.
- g. Each party represents and warrants that it is free to enter into this Agreement and that its performance of the Agreement wil not conflict with or constitute a breach under any other agreement to which it is bound.

- h. Each party shall indemnify and hold harmless the other party against all losses, expenses, damages, and liabilities of any nature whatsoever, including court costs and reasonable attorneys' fees, as a result of or arising out of their respective performance under this Agreement. Each party specifically agrees to waive the rights of subrogation on behalf of their respective insurance companies.
- i. Each party shall comply with all applicable federal, state and local laws, regulations or ordinances in effect on the date of this Agreement or thereafter adopted. The parties shall conduct all of their activities associated with this Agreement consistent with those applicable regulations.

Gray Matter Marketing, LLC
By: _____
Name: _____
Title: _____

Rhode Island Turnpike and Bridge Authority
By:  _____
Name: Buddy Croft
Title: Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this Gray Matter Marketing Agreement as the date first above written.