

THE
RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

REQUEST FOR QUALIFICATIONS

PUBLIC INFORMATION AND MARKETING SERVICES

CONTRACT NO. 11-3

February 2011

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

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Sealed bids (Requests for Qualifications), in duplicate, plainly marked, "Sealed Bid: "PUBLIC INFORMATION AND MARKETING SERVICES", will be received until 3:00p.m. EST, Wednesday, February 23, 2011 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 Thursday, February 3, 2011, 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 marketing and public affairs firm. The successful firm will have the primary responsibilities for planning, development, design, promotion and implementation of all public information and marketing initiatives of the Rhode Island Turnpike and Bridge Authority. 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 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No bid may be withdrawn for a period of ninety (90) days subsequent to the opening thereof without permission of the Executive Director.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 informalities 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 marketing professional and/or firm must possess excellent organizational, communication and public relations skills and a demonstrated ability to devise and implement an integrated marketing 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 offerors, 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 advertising/marketing/public relations 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 March 2, 2011 between the hours of 9:00 AM and 2:00 PM.

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PUBLIC INFORMATION AND MARKETING 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, "PUBLIC INFORMATION AND MARKETING SERVICES", per attached RFQ dated February 2011 for the process stated below. Please attach this Proposed Fee form to your full proposal.

Proposed Fee as follows:

Monthly Retainer	2011 – 2012	_____
Monthly Retainer	2112 – 2013	_____

Please be advised that if selected for interviews they will be conducted on March 2, 2011 between the hours of 9:00 AM and 2:00 PM.

By: _____

Authorized Signature	Company
_____	_____
Print Name & Title	Address
_____	_____
Telephone	Authority State Zip
_____	_____
Date	

Please submit all proposals in Triplicate..



AGENCY SERVICES AGREEMENT

This Agency Services Agreement confirms the terms of the engagement of **The RDW GROUP, INC.**, a Massachusetts corporation (the "Agency"), with offices in Boston and Worcester, Massachusetts as well as in Providence, Rhode Island, by the Client signing below.

RDW Group, Inc. is an independent communications agency offering advertising, marketing, and public relations services. The Client has requested, and the Agency is willing to provide, certain communications services upon the terms and conditions outlined in this agreement. The attached schedule is an integral part of this agreement.

1. **Engagement.** The Client retains the Agency to perform the public relations services described on the attached schedule. The term of this engagement will continue for a two year period starting in April 2011. Also by mutual agreement of the parties this Agreement may be extended for two one year periods. This Agreement is also subject to any termination pursuant to Section 5, below.

2. **Client's Representative.** The Client has appointed an authorized representative, listed on the attached schedule, who will have the authority on behalf of the Client to confer with the Agency's staff and furnish the Client's approval on any question that may arise during the term of this agreement.

3. **Charges.** The Agency will bill the Client for its services in accordance with the provisions of this Section 3.

(a) **Retainer.** The Client will pay the Agency a four thousand dollar (\$4,000.00) retainer each month during the term of this agreement in consideration of the services the Agency will provide as described on the attached schedule.

(b) **Expenses.** In addition, the Agency may incur various out-of-pocket expenses in providing communications services to the Client, and the Client will reimburse the Agency for any and all expenses incurred on its behalf. Examples of out-of-pocket costs include such items as photocopies, fax transmissions, delivery charges, long distance telephone calls, and travel expenses.

Should Advertising or collateral services be required:

(c) **Advertising.** The Agency charges for its creative services on a project basis. The Agency will provide a written estimate to the Client for any production work and obtain the Client's written authorization prior to execution. Estimates are based on the information provided to the Agency at the time and are subject to change in light of the facts and circumstances which develop during this engagement.

(d) **Media.** The Client will also reimburse the Agency for all media placed by the Agency on the Client's behalf. The Agency will retain a media commission on all media placed in a calendar year in accordance with the commission percentages set forth on the attached schedule. If the media is not commissionable, the Client will pay the Agency a service fee equal to the amount of service fee set forth on the attached schedule.

RDW GROUP, INC.

Advertising . Marketing . Public Relations

125 Holden Street, Providence, Rhode Island 02908

Tel: 401.521.2700 Fax: 401.521.0014 Web: www.rdwgroup.com

(e) Taxes. Client acknowledges that any tangible personal property the Agency acquires for the Client is being acquired by the Agency for resale to the Client for sales and use tax purposes and not as an agent of the Client. The Client will pay any and all federal, state and municipal taxes (other than the Agency's income taxes) which now or in the future may be imposed on the services rendered hereunder, including, without limitation, sales and use taxes.

4. Payment. The Client is responsible for the full and prompt payment of: (i) the monthly retainer on the first business day of each month during the term; and (ii) all invoices for charges due the Agency within thirty (30) days of receipt. A late charge of 1½% per month will be due on all amounts outstanding. The Client will also pay all costs and expenses, including attorneys' fees, incurred by the Agency in the collection of any sums due under this agreement.

5. Termination. Either party may terminate this agreement effective upon ninety (90) days prior written notice to the other party. In the event of any such termination: (i) the Agency will continue to service the Client's account in a professional and timely manner; and (ii) the Client will be responsible for payment in full of all outstanding invoices, and any charges or expenses incurred up to the effective date of termination. The Agency may also terminate this agreement immediately upon written notice to the Client in the event of any failure by the Client to pay any invoice in a timely manner, and upon such notice, the Client will remain responsible for payment in full of all outstanding invoices; and any charges or expenses incurred up to the effective date of termination.

6. Indemnification.

(a) By Client. The Agency will exercise reasonable care and judgment in the preparation and placement of any and all advertising and publicity on the Client's behalf in order to minimize the potential for any claims, proceedings or suits against either the Client or the Agency. The Client will indemnify the Agency against any loss, which it may incur or sustain as the result of any claim, suit or proceeding made or brought against the Agency based upon:

(i) any advertising or interactive element or any publicity which the Agency prepared and the Client approved before its publication or broadcast;

(ii) assertions made for any of the Client's products or services, or any of the products or services of any of the Client's competitors in any advertising or interactive element which the Agency prepared for and the Client approved before its publication, public launch or broadcast, unless such claim is due to the Agency's negligence; and/or

(iii) any advertising or interactive element which is furnished by the Client to the Agency, which violates or allegedly violates any third party's personal, privacy, or property rights.

(b) By Agency. The Agency will indemnify the Client against any loss the Client may sustain as a result of any claim, suit or proceeding made or brought against the Client caused by the Agency's gross negligence.

7. Rights. All property and materials which are produced by reason of the terms of this Agreement shall be the property of the Client if and only if the Client pays all invoices rendered to the Client for respective work and charges billed to the Client by the Agency. Upon termination of this agreement, all such property and materials shall be the property of the Agency unless the Client pays therefore in accordance with the terms of this Agreement, even though the Client has physical possession thereof or another party has physical possession thereof.

8. Disputes. The Agency and the Client will use their best efforts to resolve any disputes that may arise under this agreement by discussions between the Agency and the Client's representative. In the event that any dispute cannot be resolved within ten (10) days following written notice of a dispute by one party to the other, either the Agency or the Client may pursue any legal remedy available under applicable law. This agreement shall be interpreted and enforced in accordance with the laws of the state of Massachusetts or other state jurisdiction at the sole discretion of the Agency, and in any litigation in connection with this agreement, the Client waives objection to venue, any right to change of venue, and hereby submits to the exclusive jurisdiction of Massachusetts Courts and the United States District Court for the District of Massachusetts or other state jurisdiction at the sole discretion of the Agency, and any courts from which an appeal from those courts may be taken, for the purpose of any suit, action, or other proceeding arising out of or in connection with this agreement.

9. Amendment. This agreement reflects the entire agreement between the Agency and the Client regarding the Agency's services and may only be amended in writing signed by both the Agency and the Client.

10. Assigns. This agreement is binding upon and inures to the benefit of the Agency, and its successors and assigns, and the Client, and the Client's heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Agency and the Client have executed this Agency Services Agreement as a Massachusetts contract under seal on the day and year set forth below.

Rhode Island Turnpike and Bridge Authority

The RDW GROUP, INC.

By: Earl J. Craft III
(Authorized signatory)

By: Thomas E. Walsh
Thomas E. Walsh, Treasurer

Earl J. Craft III
(Print name and title)
Exec Director, RITBA

Date: 3/31/2011

Date: 3/29/11

PUBLIC RELATIONS SERVICES SCHEDULE

Client: Rhode Island Turnpike and Bridge Authority

Client's Representative; Earl J. Croft III
Executive Director
Rhode Island Turnpike and Bridge Authority
1 East Shore Road
Jamestown, RI 02835

Scope of Project: The Agency will perform communications, public relations and marketing activities as directed by the Client.

Media Commissions:

Media Placed per Calendar Year Commission Percentage or Service Fee

\$-0- to \$250,000	15.0%
\$250,000 to \$500,000	12.5%
Over \$500,000	10.0%