

**REQUEST FOR PROPOSALS FOR**

**Media Planning Services**

**ISSUING OFFICE**

**Pennsylvania Turnpike Commission**

**Department of Communications and Public Relations**

**RFP NUMBER**

**16-10420-7333**

**DATE OF ISSUANCE**

**March 1, 2016**

# **REQUEST FOR PROPOSALS FOR**

## **Media Planning Services**

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## PART I

### GENERAL INFORMATION FOR PROPOSERS

**I-1. Purpose.** This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for Media Planning Services.

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

**I-3. Scope.** This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

**I-4. Problem Statement.** The Commission is seeking to partner with a media service company with knowledge and experience in providing media planning services. The selected Proposer will provide services for the planning, placement and purchase of media as detailed in Part IV.

**I-5. Type of Contract.** It is proposed that if a contract is entered into as a result of this RFP, it will be on an Open-End Contract basis with a not-to-exceed total contract cost. The work shall be performed in accordance with negotiated work orders. The Commission will pay for actual services performed on a time and materials basis based on rates provided in response to Section II-3 of this RFP up to the total cost of the contract. The Commission intends that one contract may be awarded for the contemplated services for a not-to-exceed total cost of \$3,000,000. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, responsive and capable of performing the work.

**I-6. Contractor Integrity Provisions.** Contractor Integrity Provisions will apply to this contract upon award and the awarded vendor may be required to complete a Background Qualifications Questionnaire prior to entering into an Agreement with the Commission and attend annual ethics training provided by the Commission. Proposers can find these two documents on the Commission's website at [www.paturnpike.com](http://www.paturnpike.com) (Doing Business, General Information, Integrity Provisions).

Include full disclosure of any potential conflict with the State Adverse Interest of State Advisor or Consultant Statute by the prime or any subconsultant. If there is no adverse interest you shall include the following statement: "I have reviewed the State Adverse Interest Statute and determined that there is no adverse interest for anyone on this Agreement team." This information should be included in your transmittal letter/cover page.

**I-7. Rejection of Proposals.** The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

**I-8. Subcontracting.** Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

If a Joint Venture responds to this RFP, the Commission will not accept separate proposals from joint venture constituents. A firm will not be permitted to submit a proposal on more than one (1) joint venture for the same RFP. Also, a firm that responds to this RFP as a prime may not be included as a designated subconsultant to another firm that responds to the same RFP. Multiple responses under any

of the forgoing situations will cause the rejection of all responses of the firm or firms involved. This does not preclude a firm from being set forth as a designated subconsultant to more than one prime consultant responding to the RFP.

**I-9. Incurring Costs.** The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

**I.10. Questions and Answers.** Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to [RFP-Q@paturndpike.com](mailto:RFP-Q@paturndpike.com) with **RFP 16-10420-7333** Media Planning Services in the Subject Line to be received no later than **2:00 PM** local time on **March 15, 2016**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

**I-11. Addenda to the RFP.** If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

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

**I-12. Response.** To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Stephanie Newbury, on or before **2:00 PM** local time on **April 5, 2016**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

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

**I-13. Proposals.** To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in four (4) hard copies of the Technical Submittal, four (4) hard copies of the Diverse Business (DB) participation submittal, and four (4) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, two **complete and exact copies** of the entire proposal (Technical, Cost and DB submittals, along with all requested documents) on Flash Drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the Flash Drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix A to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least **120**, days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:  
Contracts Administration Department  
Attn: Stephanie Newbury  
PA Turnpike Commission  
700 South Eisenhower Blvd.  
Middletown, PA 17057

US Mail Delivery Address:  
Contracts Administration Department  
Attn: Stephanie Newbury  
PA Turnpike Commission  
P.O. Box 67676  
Harrisburg, PA 17106

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this solicitation.

**I-14. Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. The Technical Proposal is limited to a maximum of 75 typed single-space pages, including attachments (excluding required appendices and financial statements.) type must be in a minimum of 12-pitch type with margins no less than ½-inch.

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

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

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

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

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

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

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

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

65 P.S. §67.102 (emphasis added).

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

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

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

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

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

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

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

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

**I-22. Cost Submittal.** The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal.

**I-23. Term of Contract.** The term of the contract will commence on the Effective Date (as defined below) and will end three (3) years from that date with options of up to two (2) two-year extensions. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

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

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any

jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.

- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

**I-25. Indemnification.** The Proposer shall be responsible for, and shall indemnify, defend, and hold harmless the Commission and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of Proposer, its employees, or its subcontractors while engaged in performing the work of the Agreement or while present on the Commission's premises, and for breach of the Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Proposer is responsible for any use of such information not permitted by the Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

**I-26. Insurance.** Proposer will comply with the Insurance requirements as described in Appendix B - Insurance Specification.

**I-27. Diverse Business (DB) Requirements.** Proposer will comply with the DB Requirements as described in Appendix C – Diverse Business (DB) Requirements.

## PART II

### INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal and all Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of three separately sealed submittals:

1. Technical Submittal, which shall be a response to RFP **Part II, Section II-1**;
2. Diverse Business Participation Submittal, in response to RFP **Part II, Section II-2**; and
3. Cost Submittal, in response to RFP **Part II, Section II-3**.

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

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

#### **II-1 Technical Submittal.**

##### **A. Proposal Cover Sheet (See Appendix A)**

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: Media Planning Services, RFP 16-10420-7333. Appendix A must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm's resources. In addition it is required that all information requested in Appendix A be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

##### **B. Table of Contents**

Include a clear identification of the material by section and by page number.

##### **C. Executive Summary**

Summarize your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal. (Limit to two pages.) Include in this section or in a transmittal letter/cover page a statement regarding full disclosure of any potential conflict with the State Adverse Interest of State Advisor or Consultant Statute as instructed in Proposal Section 1.6 Contractor Integrity Provisions.

D. Firm Overview

Provide a brief history and description of your firm's business organization and its Media Planning Services expertise and experience as it relates to the requirements discussed in Part IV of this RFP. Include the location of offices and the number and types of executive and professional personnel, analysts, buyers, researchers, programmers, consultants, or other relevant professional staff in each office. Discuss your firm's presence in and commitment to the Commonwealth of Pennsylvania. Include a discussion of the specific expertise and services that distinguish your firm.

E. Personnel

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the personnel that would perform the Media Planning Services as described in Section IV of this RFP. Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor. Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations.

F. Relevant Experience and Expertise

Provide a narrative statement regarding your Media Planning Services expertise and experience as it relates to Part IV of this RFP. Additionally include a statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide Media Planning Services in accordance with the same.

Describe your firm's experience in providing similar Media Planning Services to other clients, especially other governmental entities and/or similar public/private sector transportation organizations. Describe the business practices that enable you to complete these tasks in an efficient, timely and, at times, expeditious manner.

Describe your firm's experience in providing media planning and placement for the following media: traditional; digital (online, social, mobile); and, lifestyle/out of home.

Provide descriptions and reference for three (3) engagements of comparable complexity and sensitivity, which have been conducted by the Proposer over the past three (3) years. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Include a statement regarding any other specialized Media Planning Services your firm may offer.

G. Approach

Provide a description of the proposed approach/methodology to tasks and other requirements as described in Part IV-4 and a sample Media Plan as described in Part IV-5 of the RFP.

## II-2 Diverse Business (DB) Requirements (Appendix C).

The Commission's Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in Appendix C. There is no minimum participation level (MPL) for DBs established for this contract. However, the utilization of DBs are encouraged and will be considered as a criteria in the evaluation of proposals and may be considered as a factor in the Commission's selection of a firm for this contract.

The proposer must include in its DB participation submittal that it meets the requirements set forth in the Commission's DB Requirements - Appendix C. In particular, the proposer shall address the section of the DB Requirements labeled, "Actions Required by Proposer during the procurement/consultant selection phase". In addition, the DB participation submittal shall indicate the amount of DB participation incurred in the proposal in terms of dollars committed or percentage of total contract amount.

## II-3 Cost Submittal.

The information requested in this section shall constitute your cost submittal. **The cost submittal worksheet (Appendix D) shall be placed in a separate sealed envelope within the sealed proposal and on a flash drive or CD-ROM, separate from the technical submittal.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-10, Questions and Answers of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

**Proposers must complete Appendix D – COST SUBMITTAL WORKSHEET. Appendix D must be completed in its entirety.**

The Cost Submittal Worksheet (Appendix D) represents proposed commissions and other fees for services. Calculation results within the cost submittal worksheets are intended for evaluation purposed only. The estimated Net Media Cost shown in Appendix D is based on historical data and should not be considered representative of actual cost or future planning needs. The Proposer's commission percentages and other fees will be a fixed fee and remain the same fee for each contract year.

All cost must be inclusive of any overhead, travel, subsistence, supplies and other expenses. Such items may not be billed separately.

Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under this Contract.

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal shall be (a) timely received from a Proposer; and (b) properly signed by the Proposer.

**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 Commission 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 the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

**III-3. Proposal Evaluation.** Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

**III-4. Evaluation Criteria.** The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

1. Approach
  - a. Understanding of the Commission's needs and scope of work.
  - b. Soundness of proposed approach, methodology, and deliverables for conducting media planning and buying as it relates to the requirements and sample media plan discussed in Part IV of this RFP.
  - c. Responsiveness to the Commission's desire for expeditious timeline for completion.
  - d. Responsiveness, organization, and clarity of Proposal.
2. Proposer and Personnel Qualifications and Experience
  - a. Proposer's relevant experience and expertise in conducting media planning and buying as it relates to the requirements discussed in Part IV of this RFP.
  - b. Qualifications, experience and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
  - c. Financial ability of the Proposer to undertake a project of this size.
  - d. Response of references if the Commission elects to solicit them.

3. Cost.

While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

4. Commitment to Diversity and Inclusion.

This refers to the inclusion of DB firms, as described in Part II-2. Participation may be measured in terms of total dollars committed or percentage of total contract amount to certified DB firms.

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

**a. General.** The Pennsylvania Turnpike Commission is seeking to partner with a media service company with knowledge and experience in providing media planning services. A media service company must have the capability to provide media buy strategies that support planning, placement and purchase of media for various marketing, promotion and public education campaigns.

**b. Specific.** The selected Proposer must provide media planning services as set forth in the RFP. The overall goals of the contractual agreement resulting from this RFP are to:

1. Provide strategic media planning and implementation of media purchases;
2. Deliver expert solutions in utilizing the most effective advertising media for the individual campaign goals and objectives;
3. Monitor and maintain the effectiveness of a media buy, providing specific and detailed purchase and post-buy analysis.
4. Coordinate services in cooperation with contracted creative firms;
5. Ensure that all funding is spent in a timely and efficient manner.

**IV-2. Nature and Scope of the Project.** In the fiscal year (2014/2015), the Pennsylvania Turnpike Commission spent approximately \$1 million on Media Services. This level of spending is not guaranteed and may fluctuate significantly year to year.

The selected Proposer will analyze, evaluate and recommend the best media strategies to achieve the goals of effective planning, buying and placing advertisements in various media for marketing projects, while providing high levels of customer service.

In addition to the media planning services outlined in this RFP, the Commission has separate contractual agreements with a marketing and advertising firm as well as a public relations firm. The selected Proposer will in some instances be required to collaborate with the contracted marketing and public relations firms in developing a comprehensive plan for individual campaigns.

#### IV-3. Requirements.

**a. Corporate Qualifications.** A Proposer must have experience providing media planning and placement for all of the following media:

- (1) Traditional;
- (2) Digital (online, social, mobile)
- (3) Lifestyle/Out of Home

#### **IV-4. Tasks.**

##### **a. Media Planning/Placement.**

- (1) Provide media buy strategies that support planning, placement and purchase of media for various marketing, promotion and public education campaigns. Describe how you plan to service a media buying contract for the Pennsylvania Turnpike Commission (i.e. infrastructure and staffing needs, experience with Pennsylvania media markets, proximity to Harrisburg, strategic partnerships and subcontract strategies, payment, etc.)
- (2) Provide media planning and placement for traditional, lifestyle, out of home, social, online and mobile media. Describe your philosophy on media buying and placement, with respect to media buying, strategic media planning and aggregation.
- (3) Provide analysis, evaluations and recommendations based on professional experience and a strategic framework, including but not limited to:
  - i. Audience size
  - ii. Audience demographics
  - iii. Geographical concentration of targeted audience
  - iv. Time requirement/projections

Describe your current market research capabilities and information available. Discuss any possible market research initiatives the Commission should consider in the future. Describe the role market research will play in the overall media buy strategy.

- (4) Negotiate best rates and important value adds for Commission campaigns. Describe your negotiation approach and how you plan to achieve the most competitive media rates. Propose media buying tactics that could benefit the Commission and provide example of tactics that have yielded savings to your client.
- (5) Prepare a budget for each campaign and ensure all Commission funding is used in an efficient manner. Project estimates will be required for all projects. The cost in the contractor proposals must not exceed the contractual commission rate. Describe how you plan to budget for campaigns and the actions you would take in the event of budget additions or reductions. Describe how you would ensure that Commission funding is used in the most timely and efficient manner.
- (6) Buy advertising space and time or other means for transmitting Commission messages. Describe your methods and strategies for buying and explain how it would benefit the Commission.
- (7) Monitor and maintain the effectiveness of a media buy and ensure stewardship. Define the criteria you would use to monitor and determine the effectiveness of a media buy, the strategies in place to ensure stewardship.
- (8) Verify all media was run in conformance with billing submitted. Describe your plan for meeting this requirement.

- (9) Within 60 days from the end of each media run, provide specific and detailed purchase and post-buy analysis, as well as detailed media placement reports. Describe in detail how these reports would be organized and what information would be included. Provide an example of a post-buy analysis.

**b. Ordering Process for Media Planning/Placement.**

- (1) Initial discussions are held with selected Proposer and PTC Marketing Department to determine objectives, goals, audiences and budget for the specific media campaign.
- (2) Selected Proposer submits high-level media plan and detailed media buy strategy, including budget breakdown.
- (3) Upon approval of the media plan, the selected Proposer submits a Summary Information for Purchase Order Request (SIPO), in the format of Appendix E - Summary Information for Purchase Orders
- (4) The PTC Marketing Department will review and approve the Purchase Order request and submit for processing.
- (5) Once the Purchase Order is complete and a Purchase Order number sent to the selected Proposer, selected Proposer may initiate the media buy.
- (6) The selected Proposer will invoice the PTC at agreed upon intervals as dictated by individual campaign needs. The invoice must include the Purchase Order number and the invoice must be sent to the Marketing Department for submission for payment.
- (7) The selected Proposer monitors the media buy and if necessary, makes recommendations to change tactics mid-way through the buy.
- (8) Reconciliation occurs.
- (9) The selected Proposer must provide post-buy analysis within 60 days from the end of the media run.

**c. Other Services.**

- (1) Make recommendations to the Commission on potential cost reduction ideas on media.
- (2) Develop, implement, and manage effective and efficient account and financial management practices that allow each project to be successfully executed on time and on or below budget.
- (3) Provide a single point of account management.
- (4) Other services as required.

- d. **Customer Service.** The selected Proposer must supply a consistent, dedicated account team to manage all Commission business. If changes need to be made to that account team the Commission must be notified and informed prior to implementation. The selected Proposer account team will make their best effort to assist the PTC Marketing Department, as appropriate, in staying on time with deadlines and deliverables through weekly or monthly (depending on individual campaign needs) status reports.

**IV-5. Sample Media Planning Scenario.** Proposers must submit a *Sample Media Plan*, which will be evaluated as a part of their technical submittal. Describe how you would plan and implement media purchases for a Work Zone Safety awareness campaign that runs from June through September.

Creative currently available:

- :30 second radio spot
- Web banner ads
- Collateral materials
- Microsite
- Various creative proofs that can be re-formatted for a variety of other tactics.

The focus of the above creative is to:

- Direct motorists to slow down in work zones.
- Increase public awareness of the Operation Orange Squeeze enforcement initiative.
- Increase public awareness of the dangers of speeding in a work zone.
- Increase public awareness of the consequences if you are caught speeding in an active work zone.

The primary target audience is Turnpike motorists across the state, with sub targets; men 18-55 and women 45-65. Base the sample media plan upon a hypothetical media budget of \$350,000, which excludes commission.

- A. For this campaign, describe the best advertising mediums with the most effective reach from a combination for traditional, lifestyle, social, online and mobile media.
- B. Describe how you would select, monitor and manage media buys. Also include how you plan to budget for and evaluate this campaign.
- C. Describe in detail how the effectiveness of the media purchase will be monitored and evaluated as it is implemented. The evaluation shall demonstrate measurement of the general awareness of Operation Orange Squeeze, awareness of the consequences for being caught speeding in work zones and the amount of traffic to our microsite/social media outlets. Provide an outline of the content of a report that would demonstrate what was to be evaluated, how it was to be evaluated, and the conclusion drawn from the evaluation process and recommendations based on the conclusion.
- D. Describe and outline personnel requirements and time estimates, as well as percent of allocated budget for each of the following: media planning, media purchase and evaluation of buy effectiveness.
- E. Provide a comprehensive, media plan, inclusive of the above-mentioned exercise.
- F. If appropriate, provide net projected cost per points, average ratings and cost per thousand for select spot markets and day-parts, based on the comprehensive media plan developed.

**IV-6 Reports and Project Control. The following reports must accompany all media campaigns:**

**a. Media Plan.** A media plan that outlines the suggested media mix, strategy points that inform the suggestion, the frequency of each media recommended and the total budget of the media mix must be submitted as the starting point for each media campaign. This plan must be approved by the PTC before any progress should be started on the campaign and will serve as the blue print for the campaign.

**b. Summary Information for Purchase Order worksheet.** After approval of the media plan, the selected Proposer must submit a Summary Information for Purchase Order (SIPO) worksheet based on the approved budget from the media plan. This worksheet will be submitted to the PTC Purchasing department in order for a Purchase Order to be created.

**c. Buy Summary.** Selected proposer must supply the PTC with a detailed media buy plan for approval before media is actually purchased.

**d. Reconciliation Report.** A detailed completion report is due at least 3 months after a media campaign concludes. This report should include reconciliation of actual media frequency and proof of fulfillment (when applicable). When possible this report should also include any demonstrable metrics that were achieved.

**APPENDIX A – PROPOSAL COVER SHEET  
 Pennsylvania Turnpike Commission  
 Media Planning Services**

**RFP# 16-10420-7333**

**Enclosed in three separately sealed submittals is the proposal for the Proposer identified below for the above referenced RFP:**

<b>Proposer Information:</b>	
Proposer Name	
Proposer Mailing Address	
Proposer Website	
Proposer Contact Person/Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's Email Address	
Proposer Federal ID Number	
Location of Headquarters	
Location of Office(s) Performing the Work	
Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees	

<b>Submittals Enclosed and Separately Sealed:</b>
---

<input type="checkbox"/> Technical Submittal <input type="checkbox"/> Diverse Business Participation Submittal <input type="checkbox"/> Cost Submittal
<b>Signature</b>
Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer's proposal: _____
Print Name
Title

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

## The Pennsylvania Turnpike Commission

### MINIMUM INSURANCE REQUIREMENTS

#### Specification "C"

Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Professional Service Contractor will provide and maintain the following minimum levels of insurance at Professional Service Contractor's own expense. The cost of the required insurance shall be included in the Professional Service Contractor's cost proposal and no adjustment shall be made to the contract price on account of such costs. The term Professional Service Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Professional Service Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with the terms of the contract. If found to be non-compliant, the Pennsylvania Turnpike Commission (the "Commission") may purchase the required insurance coverage(s) and the cost will be borne by the Professional Service Contractor through direct payment/reimbursement to the Commission or the Commission may withhold payment to the Professional Service Contractor for amounts owed to them.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Professional Service Contractor shall not have a Self Insured Retention (SIR) on any policy greater than \$25,000, which is the responsibility of the Professional Service Contractor. If Professional Service Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Professional Service Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
  - i. The retroactive date must be on or prior to the start of work under this contract; and
  - ii. The Professional Service Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d) The Professional Service Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Professional Service Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Professional Service

## The Pennsylvania Turnpike Commission

### MINIMUM INSURANCE REQUIREMENTS

#### Specification "C"

Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Professional Service Contractor shall provide the Commission with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work of this Project and thereafter upon renewal or replacement of each coverage. The Professional Service Contractor shall not begin any work until the Commission has reviewed and approved the Certificate of Insurance.

Failure of the Commission to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Commission to identify a deficiency from evidence that is provided shall not be construed as a waiver of Professional Service Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Commission with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f) The Commission, (including the Commission's Parent, Subsidiaries, and Affiliates) shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured's respective members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

If you are operating in a state that has implemented the "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas.

The Commission reserves the right to require Professional Service Contractor to name other parties as additional insureds as required by the Commission.

There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

- g) Waiver of Rights of Subrogation: Professional Service Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Professional Service Contractor.

## The Pennsylvania Turnpike Commission

### MINIMUM INSURANCE REQUIREMENTS

#### Specification "C"

- h) The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Professional Service Contractor.
- i) The carrying of insurance described shall in no way be interpreted as relieving the Professional Service Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability not described above which the Professional Service Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Professional Service Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Professional Service Contractor arising in the course of operations under the contract. The Professional Service Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

**REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:**

1. **Workers' Compensation and Employer's Liability:**

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
- c) USL&H, and FELA Coverage, if applicable.
- d) Includes sole proprietorships and officers of corporation who will be performing the work.
- e) Where applicable, if the Professional Service Contractor is lending or leasing its employees to the Commission for the work under this contract, it is the Professional Service Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

2. **Commercial General Liability:**

Provided on ISO form CG 00 01 12 07 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

APPENDIX B - Insurance Specification.

**The Pennsylvania Turnpike Commission**

**MINIMUM INSURANCE REQUIREMENTS**

**Specification "C"**

- a) Occurrence Form with the following limits:
    - (1) General Aggregate: \$2,000,000
    - (2) Products/Completed Operations Aggregate: \$2,000,000
    - (3) Each Occurrence: \$1,000,000
    - (4) Personal and Advertising Injury: \$1,000,000
  - b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
  - c) No sexual abuse or molestation exclusion.
  - d) No amendment to the definition of an "Insured Contract" except as noted below.
3. **Automobile Liability:**
- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above
  - b) Per Accident Combined Single Limit \$1,000,000
4. **Commercial Umbrella Liability:**
- a) Policy(ies) to apply on a Following Form Basis of the following:
    - (1) Commercial General Liability,
    - (2) Automobile Liability, and
    - (3) Employers Liability Coverage.
  - b) Minimum Limits of Liability
    - Occurrence Limit: \$5,000,000
    - Aggregate Limit (where applicable): \$5,000,000
5. **Professional Liability Insurance:**
- a) Minimum Limits of Liability
    - Per Claim Limit: \$5,000,000
    - Aggregate Limit: \$5,000,000
  - b) The Definition of "Covered Services" shall include the services required in the scope of this contract.

APPENDIX B - Insurance Specification.

**The Pennsylvania Turnpike Commission**

MINIMUM INSURANCE REQUIREMENTS

Specification "C"

6. **Privacy Liability:**

- a) Professional Service Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information that may arise from their work with this contract.
  
- b) Minimum Limits of Liability:
  - Per Claim: \$1,000,000
  - Aggregate: \$1,000,000
  
- c) Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence

## APPENDIX C

### Pennsylvania Turnpike Commission DIVERSE BUSINESS (DB) REQUIREMENTS

**Diverse Business Participation.** The Commission is committed to Diverse Business (DB) participation on competitive contracting opportunities. Firms or entities that have not previously performed work or provided services to the Commission are encouraged to respond to the solicitations. RFPs may include DB participation as part of the criteria for the evaluation of proposals, and the Commission may consider DB participation as a selection factor.

**Minimum Participation Level (MPL).** The minimum participation level (MPL) for the inclusion of DBs will be established in the RFP/advertisement as a percentage.

**(a) General Requirements.** Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. § 303, requires proposer on contracts funded pursuant to the provisions of Title 74 (Transportation) and 75 (Vehicle Code) administered and issued by the Commission to make Good Faith Efforts to solicit subconsultants that are Diverse Businesses (DBs) as defined in Section 303. The DB requirements of Section 303 apply to this contract.

Section 303 requires proposers to make Good Faith Efforts, as described below, to solicit subconsultants that are DBs during the proposal process to maximize participation of DBs in competitive contracting opportunities.

The Commission is committed to participation by DBs and will enforce the requirements of Section 303 and this section. Failure to make Good Faith Efforts and demonstrate such Good Faith Efforts in the solicitation of subconsultants may result in the proposer being declared ineligible for the contract.

Proposers shall document and submit to the Commission all Good Faith Efforts, as described in this section, to solicit subconsultants that are DBs during the solicitation process.

Proposers are encouraged to utilize and give consideration to consultants offering to utilize DBs in the selection and award of contracts.

Proposers shall not discriminate on the basis of gender, race, creed or color in the award and performance of contracts in accordance with 62 Pa.C.S. §3701.

Failure to comply with the requirements of Section 303 or this specification may result in the imposition of sanctions as appropriate under section 531 of the Procurement Code, 62 Pa.C.S. § 531 relating to debarment and suspension.

The Commission's Director of the Office of Diversity and Inclusion, or designee, is designated the Responsible Official who shall supervise the DB program and ensure that the Commission complies with the DB program.

**(b) Definitions.** The following definitions apply to terms used in this specification:

**1. Disadvantaged Business** – A business that is owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial, social, ethnic prejudice or cultural bias.

**2. Diverse Business** – A disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization.

**3. Minority-owned Business** – A business owned and controlled by a majority of individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.

**4. Professional Services** – An industry of infrequent, technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of the services, including: (1) design professional services as defined in 62 Pa.C.S. § 901 (relating to definitions); (2) legal services; (3) advertising or public relations services; (4) accounting, auditing or actuarial services; (5) security consultant services; (6) computer and information technology services; and (7) insurance underwriting services.

**5. Pro Forma Effort**-The act of completing a form or document identifying efforts to solicit DBs for a project in order to satisfy criteria with little or no expectation that the DBs contacted or identified will perform any of the work.

**6. Service-Disabled Veteran-Owned Small Business** – A business in the United States which is independently owned and controlled by a service-disabled veteran(s), not dominant in its field of operation, and employs 100 or fewer employees.

**7. Subconsultant**- Any individual, partnership, firm, or corporation entering into a contract with the prime consultant for work under the contract, including those providing professional and other services.

**8. Third-party Certifying Organization** – An organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a diverse business. The term includes: (1) the National Minority Supplier Development Council; (2) the Women’s Business Development Enterprise National Council; (3) the Small Business Administration; (4) The Department of Veteran Affairs; (5) the Pennsylvania Unified Certification Program.

**9. Veteran-owned Small Business** –A small business owned and controlled by a veteran or veterans.

**10. Women-Owned Business** – A business owned and controlled by a majority of individuals who are women.

**(c) Actions Required by Proposer during the procurement/consultant selection phase**

**1. Submission Requirements – Consultant Responsiveness.**

- a. **Minimum Participation Level (MPL) Documentation** - If the documentation submitted with the proposal demonstrates that the proposer has identified DBs sufficient to meet the MPL established for this contract, the proposer will be deemed to have satisfied the DB requirement during this phase. The proposer is required to provide the business name and business address of each DB and supporting documentation that includes proof of certification.

If the consultant’s proposal demonstrates the consultant’s inability to meet the MPL established for this contract, the proposer shall demonstrate Good Faith Efforts with its proposal. Failure to submit the required documentation demonstrating Good Faith Efforts as further described below with the proposal may result in a rejection of the proposal.

- b. If no MPL has been established for this contract, the proposer is required to either provide a statement of intent that it will self-perform 100% of the work for the agreement, or demonstrate Good Faith Efforts to solicit subconsultants that are DBs. In either case documentation shall be provided with the proposal.

Failure to submit the required information identified above with the proposal may result in a rejection of the proposal.

**2. Good Faith Effort Requirements:** The documentation of Good Faith Efforts must include the business name and business address of each DB considered. Supporting documentation must also include proof of certification and any explanation of Good Faith Efforts the proposer would like the Commission to consider. Any services to be performed by a DB are required to be readily identifiable to the agreement. Good Faith efforts are demonstrated by seeking out DB participation in the project given all relevant circumstances. The Commission requires the proposer to demonstrate more than Pro Forma Efforts. Evidence of Good Faith Efforts includes, but is not limited to:

- a. Consultant solicits through all reasonable and available means the interest of all certified DBs with the capacity to perform the scope of work set forth in the agreement.
- b. The proposer must provide written notification at least 5 business days before proposals are due to allow the DBs to respond to the solicitation.
- c. The proposer must determine with certainty if DBs are interested by taking appropriate steps to follow up initial solicitations.
- d. The proposer must make efforts to select portions of the work to be performed by DBs to include, where appropriate, breaking out contract work into economically feasible units to facilitate DB participation;
- e. It is the proposer's responsibility to make a portion of the work available to DBs and, to select those portions of the work, so as to facilitate DB participation.
- f. The proposer shall provide evidence of such negotiations that include the names, addresses, and telephone numbers of DBs considered; A description of the information provided regarding the required work and services for the work selected for subconsultants; and evidence as to why additional agreements could not be reached for DBs to perform the work.
- g. Proposers cannot reject or withhold solicitation of DBs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. The DB's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example union v. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the proposer's efforts to meet the Good Faith Efforts requirement.
- i. Efforts to assist interested DBs in obtaining bonding, lines of credit or insurance.

**3. Actions Taken by the Commission.** As part of the proposal review process, the Commission will review the submissions to determine whether the proposer has complied with Section 303 and this requirement in the selection of DB subconsultants. The Commission will determine whether the proposer has either met the MPL or provided acceptable documentation as noted above. The Commission reserves the right to contact proposers for clarification during the review and negotiation process.

If the Commission determines that the proposer has failed to either meet the MPL or provide acceptable documentation as noted above, the proposal may be rejected.

**(d) Consultant Requirements During Performance of Services.**

**1. Replacement of a DB Subconsultant.** Consultant must continue good faith efforts through completion of the contract. The obligation to make Good Faith Efforts to solicit subconsultants for any type of service extends to additional work required for any service which is identified to be performed by a DB. If at any time during the performance of the work, it becomes necessary to replace or add a subconsultant that is a DB, the consultant, as appropriate, shall immediately notify the Commission and seek approval in writing in accordance with the Agreement of the need to replace the DB, which notice shall include the reasons for the replacement. If a prime consultant who originally indicated that it would self-perform all work subsequently decides to use a subconsultant for any work under the contract, the consultant must submit documentation of all Good Faith Efforts as to the work for which a subconsultant is obtained.

**2. Records.** Maintain project records as are necessary to evaluate DB compliance and as necessary to perform the reporting function addressed below. Maintain all records for a period of 3 years following acceptance of final payment. Make these records available for inspection by the Commission, its designees or agents. These records should indicate:

**2.a.** The number of DB and non-DB subconsultants and the type of services performed on or incorporated in this project.

**2.b.** The progress and efforts made in seeking out DB subconsultant organizations and individual DB consultants for work on this project to increase the amount of DB participation and/or to maintain the commitments made at the time of the proposal to DBs.

**2.c.** Documentation of all correspondence, contacts, telephone calls, and other contacts made to obtain the service of DBs on this project.

**3. Reports.** Maintain monthly reports and submit reports as required by the Commission concerning those contracts and other business executed with DBs with respect to the records referred to in subsection (e)2. above in such form and manner as prescribed by the Commission. At a minimum, the Reports shall contain the following:

**3.a** The number of Contracts with DBs noting the type of services provided, including the execution date of each contract.

**3.b** The amounts paid to each DB during the month, the dates of payment, and the overall amounts paid to date. If no payments are made to a DB during the month, enter a zero (\$0) payment.

**3.c** Upon request and upon completion of individual DB firm's work, submit paid invoices or a certification attesting to the actual amount paid. In the event the actual amount paid is less than the award amount, a complete explanation of difference is required.

**4. Subconsultant Contracts**

**4.a.** Subcontracts with DB firms will not contain provisions waiving legal rights or remedies provided by laws or regulations of the Federal Government or the Commonwealth of Pennsylvania or the Commission through contract provisions or regulations.

**4.b.** Prime consultant will not impose provisions on DB subconsultants that are more onerous or restrictive than the terms of the prime's contract with non-DBs.

**4.c.** Executed copies of subcontracts/purchase orders are to be received by the Commission before the commencement of work by the DB.

**5. Payments to DB Subconsultants.** Payments to DBs are to be made in accordance with the prompt payment requirements of Chapter 39, Subchapter D of the Procurement Code, 62 Pa.C.S. §3931 et seq. Performance of services by a DB subconsultant in accordance with the terms of the contract entitles the subconsultant to payment.

**(e) Actions to be Taken by Commission After Performance of Services.** Following completion of the Consultant's services, the Director of the Commission's Office of Diversity and Inclusion or his/her designee will review the overall DB participation to assess the Consultant's compliance with Section 303 and this contract. Appropriate sanctions may be imposed under 62 Pa.C.S. § 531 (relating to debarment or suspension) for a Consultant's failure to comply with Section 303 and the requirements of the contract.

## INSTRUCTIONS

### GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal for **RFP #16-10420-7333**. The Cost Submittal Worksheets represent proposed commissions and other fees for services. Calculation results within the cost submittal worksheets are intended **for evaluation purposes only**. The estimated Net Media Cost are based on historical data and should not be considered representative of actual contract cost or future planning needs. The Proposer's commission percentages and other fees will be a fixed fee and remain the same fee for each contract year.

All attached worksheets must be completed in their entirety. Data may only be entered in the cells highlighted in **YELLOW**.

**All costs must be inclusive of any overhead, travel, subsistence, supplies and other expenses. Such items may not be billed separately.**

#### COST SUBMITTAL Tab

1. Select the *Cost Submittal* Tab at the bottom of this page.
2. Complete the top portion of the form to include all contact information.
3. This tab requires no entry of cost data. All data entered on the *Cost Breakdown* Tab will automatically populate to the *Cost Submittal* Tab.
4. **The Cost Submittal will be evaluated based on the group total comprised of the initial contract term [three (3) years]. The group total consists of the sum of the annual costs for the Commission and Planning.**

#### COST BREAKDOWN Tab

1. Select the *Cost Breakdown* Tab at the bottom of this page.
2. Commissions. Commission is broken down into three categories: Traditional Media; Interactive Media (Social, Online, and Mobile); and Lifestyle Media.  
  
Each media type contains an estimated net media cost. Enter the percent (%) commission on the net media cost for each media type, based on the estimated net media cost. Commission may only be expressed as a percent/whole number followed by no more than two (2) decimal places.
3. Planning & Research Fee. This fee may only be billed to the PTC, at the discretion of the selected Proposer, if a complete media plan is prepared and the media purchase/placement does not move forward or if the PTC requests more than five (5) significant changes to the proposed media plan. This fee must be expressed as an hourly rate.

**APPENDIX D  
COST SUBMITTAL WORKSHEET  
RFP 16-10420-7333**

PROPOSER NAME		CONTACT PERSON	
PROPOSER ADDRESS		EMAIL ADDRESS	
		PHONE NUMBER	FAX NUMBER
			FEDERAL ID OR SSN

YEAR 1	YEAR 2	YEAR 3	GROUP TOTAL
\$0.00	\$0.00	\$0.00	\$0.00

**APPENDIX D  
COST SUBMITTAL WORKSHEET**

Proposer Name \_\_\_\_\_

DESCRIPTION OF SERVICE	Estimated Net Media Cost	YEAR 1		YEAR 2		YEAR 3	
		Percent (%) on Net Media Cost	Extended Total	Percent (%) on Net Media Cost	Extended Total	Percent (%) on Net Media Cost	Extended Total
Commission - Traditional	\$850,000		\$0.00		\$0.00		\$0.00
Commission - Interactive (Social, Online, Mobile)	\$100,000		\$0.00		\$0.00		\$0.00
Commission - Lifestyle	\$50,000		\$0.00		\$0.00		\$0.00
<b>SUBTOTAL</b>	<b>\$1,000,000.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>Fee - Planning &amp; Research</b> This fee may only be billed to the PTC, at the discretion of the selected proposer, if a complete media plan is prepared and the media purchase/placement does not move forward or if the PTC requests more than five (5) significant changes to the proposed media plan.	Estimated Hours	YEAR 1		YEAR 2		YEAR 3	
		Hourly Rate	Extended Total	Hourly Rate	Extended Total	Hourly Rate	Extended Total
	50		\$0.00		\$0.00		\$0.00



Summary Information for Purchase Order

Current Contract#:   
 Campaign Name:   
 Date:   
 PO#:   
 Account Manager:

Net Media Placement	\$ month	\$ month	\$ month	\$ month	\$ month	\$ month	\$ month	\$ month	\$ month	\$ month	\$ month	\$ month	Total
Media, Television													\$0.00
Media, Radio			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
Media, Print													\$0.00
Media, Out of Home/Transit													\$0.00
Media, Sponsorships													\$0.00
Media, Misc													\$0.00
Media, Commission Traditional Subtotal Net	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Media, Online			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
Media, Lifestyle and/or DRTV													\$0.00
<b>Total Net Media Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Costs</b>													
Media, Commission Traditional	XX%/Net	XX% X Traditional Subtotal Line	Create a PO line with a quantity of 1 at this price →										\$0.00
Media, Commission Online	XX%/Net	X% X The Total of Line 7	Create a PO line with a quantity of 1 at this price →										\$0.00
Media, Commission Lifestyle and/or DRTV	XX%/Net	X% X The Total of Line 8	Create a PO line with a quantity of 1 at this price →										\$0.00
<b>Total Other Costs</b>													<b>\$0.00</b>
												<b>TOTAL PO AMOUNT</b>	<b>\$0.00</b>

# **Addendum No. 1**

RFP #16-10420-7333

Media Planning Services

**Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:**

Following are the answers to questions submitted in response to the above referenced RFP as of March 15, 2016. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. Can you provide historical media spending figures for the last five years?

**This data is only available for the past two years:**

**14/15 = \$975K**

**15/16 = \$1.1M**

2. Can you provide the overall media mix for the FY16 campaigns?

**The following tactics have been used by the PA Turnpike:**

- **Television, low usage**
- **Radio, high usage**
- **OOH, high usage**
- **Online/Mobile, medium usage**
- **Transit, low usage**
- **Print, low usage**

3. What KPIs do you typically use to determine campaign success?

**We utilize direct measures which vary per campaign:**

**E-ZPass = purchases**

**Trip Talk = downloads**

**Work Zone Safety = Internal survey results**

**Project Campaigns = Customer feedback, internal survey results**

4. How many different media campaigns do you anticipate running in FY17?

**5-7**

All other terms, conditions and requirements of the original RFP dated March 1, 2016 remain unchanged unless modified by this Addendum.