

STATE OF UTAH



SOLICITATION NO. NO9032

Zero Fatalities Transportation Safety PR Campaign

RESPONSES ARE DUE PRIOR TO:

Mar 25, 2009 3:00:00 PM MDT

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah
Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Bid NO9032

Zero Fatalities Transportation Safety PR Campaign

Bid Number NO9032
 Bid Title Zero Fatalities Transportation Safety PR Campaign

 Bid Start Date Mar 4, 2009 2:14:28 PM MST
 Bid End Date Mar 25, 2009 3:00:00 PM MDT
 Question & Answer End Date Mar 17, 2009 3:00:00 PM MDT

 Bid Contact Nancy Orton
 Purchasing Agent
 Administrative Services

 Contract Duration 5 years
 Contract Renewal 4 annual renewals
 Prices Good for Not Applicable

 Bid Comments Questions concerning this solicitation should be submitted via the RFP Depot electronic system.

 If you have any trouble submitting your response or attaching documents in the RFP Depot site, please contact Vendor Customer Support at (801) 765-9245.

 Added on Mar 9, 2009:
 Please note that in Section 10. STRATEGIC NATIONAL EXPANSION BUSINESS PLANS: #10.3 where it references "State" it should say "Country."

Changes made on Mar 9, 2009 2:25:09 PM MDT

Item Response Form

Item NO9032-1-01 - Zero Fatalities Transportation Safety PR Campaign
 Quantity 1 lot
 Prices are not requested for this item.
 Delivery Location State of Utah
 N/A
 *
 * UT *
 Qty 1

Description

The purpose of this RFP is to contract with qualified firms to provide the Utah Department of Transportation (UDOT) and local agency partners within the State of Utah, public relations and information management services for the Zero Fatalities program, per the attached detailed specifications.



State of Utah Request for Proposal

Legal Company Name (include d/b/a if applicable) 	Federal Tax Identification Number 	State of Utah Sales Tax ID Number 	
Ordering Address 	City 	State 	Zip Code
Remittance Address (if different from ordering address) 	City 	State 	Zip Code
Type ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person 		
Telephone Number (include Area Code) 	Fax Number (include area code) 		
Company=s Internet Web Address 	Email Address 		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After receipt of Order (see attached for any required minimums) 		
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured or performed in Utah. Yes ☐ No ☐ . If no, enter where produced, etc. 			
Offeror=s Authorized Representatives=s Signature 	Date 		
Type or Print Name 	Position or Title 		

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. SUBMITTING THE PROPOSAL: (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync

before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposals via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.

2. PROPOSAL PREPARATION: (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer=s descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete manufacturer=s descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. FREIGHT COST: (a) Where "Freight Cost" is listed as a separate line item, suppliers are to provide product line item pricing FOB Origin Less Freight. On the line item for "Freight Cost" suppliers are to indicate the total freight cost FOB Destination Freight Prepaid, and complete the "Freight Information" document. The DIVISION will analyze freight charges separately from the item cost and determine how the shipment will be routed (either by the supplier, or by the State's carrier). (b) Where there is not a line item for "Freight Cost", suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

4. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Answers to questions submitted through RFP Depot shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.

5. PROTECTED INFORMATION: Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.

6. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

7. SAMPLES: Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be

used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

13. SALES TAX ID NUMBER: Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

(Revision 22 October 2008 - RFP Instructions)

REQUEST FOR PROPOSAL
Zero Fatalities Program Public Relations
Solicitation #NO9032

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to allow the State to enter into a requirements contract with qualified firms to provide the Utah Department of Transportation (UDOT) and local agency partners within the State of Utah, public relations and information management services for the Zero Fatalities program. This RFP could result in a contract award to multiple vendors.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

BACKGROUND

UDOT launched the Zero Fatalities program in January 2006 with the support of the Utah Department of Public Safety, the Federal Motor Carrier Safety Administration, and the Federal Highway Administration. The program was launched after several years of declining traffic fatalities. However, UDOT believes the loss of even one life on the State's roadway is too many. Nearly 300 people die annually on Utah roadways. Traffic fatalities are preventable - not inevitable, yet they are the leading cause of death for children, for teens, and for everyone between 3 and 33 years old. The Zero Fatalities program brings together engineering, education, emergency response, and enforcement on achieving the goal of zero fatalities utilizing partnerships between transportation safety agencies, advocates, and private companies. Zero Fatalities has captured national attention because of this approach and the success of the program. The implementation of the Zero Fatalities program and the zero goal is gaining interest in other states around the country and with other transportation safety organizations.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of UDOT. The reference number for the transaction is Solicitation #NO9032 . This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

SUBMITTING YOUR PROPOSAL

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

The preferred method of receiving your proposal is electronically through RFP Depot. However, if you choose to submit hard copies, one original and five (5) identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, P.O. Box 141061, Salt Lake City, Utah 84114-1061.

LENGTH OF CONTRACT

The contract or contracts resulting from this RFP will be for a period of five (5) years.

The contract may be extended beyond the original contract period for four (4) one-year extensions, at the State's discretion and by mutual agreement.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for a one year period. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions (see attached).

QUESTIONS

All questions must be submitted through RFP Depot. Answers will be given via the RFP Depot site.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity

with the information specified in Section 63-2-308 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;

* * * * *

(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed;

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).
3. submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/main/Contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the

proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- To demonstrate the ability to meet the scope of work and technical capability, bidders shall provide samples of past work relating to each of all the ten required services. Some service requirements will ask for specific information, please read service requirements carefully.
- Bidders shall provide a list of resources (in house or outsourcing) to show quality and depth of resource.
- Bidders shall provide list of proposed staff and their qualifications/experience regarding transportation safety and/or any other experience which qualifies firm to successfully complete the project including as a minimum, account management; project management; outreach coordination; public health and safety education; large scale event planning; interactive web site development and strategy; media buy analysis and strategy; and strategic direction and marketing at local, state, and national levels.

UDOT is not requesting speculative creative.

DETAILED SCOPE OF WORK:

The CONTRACTOR shall provide the STATE and local agency partners, public relations and information management services. Public relations and information management services shall consist of extensive public relations support and marketing strategy, coordination of events, research, and perform other duties as needed.

The overall objective of this contract will be to perform the following services on an individual bases or together:

1. Create strategic communication plans
2. Public Relations outreach
3. Create and manage interactive Web sites
4. Create a variety of graphic elements
5. Create TV, radio, print and online ads
6. Purchase ad-time with statewide media outlets
7. Use or create interactive presentations using PowerPoint or Keynote
8. Create 3D animations or visualizations
9. Create annual reports, newsletters and other publications
10. Create strategic business plans for national expansion of program

1. STRATEGIC COMMUNICATION PLANS:

- 1.1. Proposing agency shall be able to compile strategic communication plans both in a global (department-wide) standpoint and from a grass roots or individual program standpoint.
- 1.2. This will include, but is not limited to, identification of publics, identification of key messages for those publics and identification of tactics to deliver those messages.
- 1.3. The development of these plans could require travel to various parts of the state where individual projects are taking place.
- 1.4. Qualified offerors shall provide information regarding previous experience in creating communication plans along with providing examples.
- 1.5. Proposing agency shall demonstrate the ability to create a strategic communication plan within a minimum of three (3) months.

2. PUBLIC RELATIONS OUTREACH AND COORDINATION:

- 2.1. Proposing agency shall demonstrate a full understanding of public relations (PR) management and have experience in implementing PR tactics, such as:
- 2.2. The ability to generate local and national public interest in a variety of advocacy or transportation-related safety topics without using paid advertising.
- 2.3. The ability to pitch local and national media and place stories in those mediums.
- 2.4. The ability to use grass roots tactics to generate public and media interest in transportation safety.
- 2.5. Proposing agency shall demonstrate the ability to communicate in a variety of formats to Utah's diverse publics.

- 2.6. Proposing agency shall demonstrate the ability to create a public relations outreach program within a minimum of three (3) weeks.
- 2.7. Proposing agency shall demonstrate the in-house ability to implement and staff outreach program activities.
- 2.8. Proposing agency shall demonstrate the in-house staff ability to organize, manage, and staff large scale events.

3. CREATE AND MANAGE INTERACTIVE WEBSITE:

- 3.1. Proposing agency shall have in-house ability to:
- 3.2. Perform Web page(s) design.
- 3.3. Perform Web page(s) graphics creation.
- 3.4. Code and test the web page(s) and web application.
- 3.5. Perform a code review and modification of web page(s) and web application.
- 3.6. Proposing agency shall provide samples of past web site creation that demonstrates how the public was engaged via web tools.
- 3.7. Proposing agency shall demonstrate the ability to create and manage an interactive website within a minimum of two (2) months.

4. CREATE GRAPHIC ELEMENTS:

- 4.1. Proposing agencies shall have experience in creating color logos and graphics to communicate and reflect strategic messaging. Audiences will be both internal and external.
- 4.2. Graphic needs could also include taking UDOT supplied maps or charts and recreating those to be cleaner and more presentable to external publics.
- 4.3. Agency shall demonstrate experience and provide samples of past graphic element creation work relating to transportation safety.
- 4.4. Proposing agency shall demonstrate the ability to create graphic elements within a minimum of two (2) weeks.

5. CREATE TV, RADIO, PRINT, AND ONLINE ADS:

- 5.1. Potential broadcast media ads would be anywhere from 15 to 60 seconds long.
- 5.2. Potential topics include highway safety advocacy.
- 5.3. Proposing agency shall be able to create strategic advertising in a variety of formats, including online, within transportation safety.
- 5.4. Agency shall provide past samples of work relating to transportation, transportation safety, and demonstrate experience in this area.
- 5.5. Proposing agency shall demonstrate the ability to create TV, radio, print, and online ads within a minimum of one (1) month.

6. PURCHASE AD-TIME WITH STATEWIDE MEDIA OUTLET:

- 6.1. Proposing agency shall provide examples of past-negotiated rates with radio/print/online and television outlets.
- 6.2. Proposing agency shall provide examples of negotiated "in-kind" advertising.
- 6.3. Proposing agency shall demonstrate in-house media buying experience.
- 6.4. Proposing agency shall demonstrate in-house media buying analysis capabilities.
- 6.5. Proposing agency shall demonstrate the ability to purchase ad-time with a state wide media outlet within a minimum of one (1) weeks

7. INTERACTIVE PRESENTATION:

- 7.1. Presentations must be in the form of PowerPoint or Keynotes.
- 7.2. Potential presentations would cover a variety of transportation safety-related topics.
- 7.3. Presentations would be as short as 5 minutes and as long as 60.
- 7.4. Presentations would be for a variety of internal and external audiences.
- 7.5. Proposing agency shall provide at least one sample of an interactive presentation.
- 7.6. Proposing agency shall demonstrate the ability to create interactive presentations within a minimum of two (2) weeks.

8. 3D ANIMATIONS OR VISUALIZATION:

- 8.1. Proposing agency shall have past experience in developing a 3D animation either on a DVD format or online/interactive format.
- 8.2. Proposing agency shall have the ability to create five (5) to thirty (30) minute instructional DVDs on a variety of transportation safety topics.
- 8.3. Proposing agency shall provide at least one sample of a 3D animation or visualization.
- 8.4. Proposing agency shall demonstrate the ability to create 3D animation or visualizations within a minimum of six (6) months.

9. ANNUAL REPORTS, NEWSLETTERS, AND PUBLICATION:

- 9.1. Proposing agency shall demonstrate the ability to take complicated transportation safety-related documents and produce easy to read, visual and creative publications to be used to communicate with external audiences.
- 9.2. Proposing agency shall provide samples of newsletters and at least one annual report.
- 9.3. Proposing agency shall demonstrate the ability to create and supply UDOT with annual reports, newsletters, and publication within a minimum of two (2) months,

10. STRATEGIC NATIONAL EXPANSION BUSINESS PLANS:

- 10.1. Proposing agency shall demonstrate the ability to compile strategic business plans for national expansion with other state departments of transportation and other national safety organizations.
- 10.2. This will include, but is not limited to, identification of publics, identification of key messages for those publics and identification of tactics to deliver those messages.
- 10.3. The development of these plans could require travel to various parts of the state where individual projects are taking place.
- 10.4. Qualified offerors shall provide information regarding previous experience in creating communication plans along with providing examples.
- 10.5. Proposing agency shall demonstrate the ability to create a strategic communication plan within a minimum of three (3) months.

PROPOSAL RESPONSE FORMAT

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. The summary shall indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:

- a. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - b. A specific point-by-point response, in the order listed, to each requirement in the RFP.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.
5. **Personnel.** A list of all key personnel, including the name of the account executive, who will have direct and significant responsibilities for providing the services specified in this RFP. For each person specified, establish his or her experience relevant to his or her ability to meet the requirements in the scope of work. For each person specified, provide a list of his or her estimated percentage of time that he or she will devote to this project. In addition, the company's organizational chart shall be provided specifically identifying key personnel who will have direct involvement in the project.
6. **Experience and Qualifications.** A statement of the company's and key personnel's previous experience with transportation safety projects and/or any other experience which qualifies him or her to successfully complete the project. Additional information or samples of materials used in previous transportation safety projects must be submitted with this proposal.
7. **Subcontracting.** The planned use of any and all subcontractors must be clearly explained in the proposal. However, the prime offeror shall be responsible for all costs and contract performances if subcontractors are used. UDOT reserves the right to approve all subcontractors and review all research conducted by the subcontractor.

PROPOSAL EVALUATION CRITERIA

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal. To be considered technically qualified you must meet a minimum of 70% of the technical qualifications to move forward to the cost evaluation.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
---------------	----------------------------

30 %	Demonstrated ability to meet the scope of work
------	--

- 30 % Qualification and expertise of proposed project team.
- 20 % Demonstrated technical capability working in Transportation Safety
(proven track record).
- 20 % Cost.

Zero Fatalities Public Relations Services - Solicitation Number NO9032

RFP EVALUATION SCORESHEET

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score (0-5)	Weight	Points
1. Demonstrated Ability to meet scope of work (30 points possible)		----	----	----
Strategic Approach	10 points possible	5	X 2	10
Proposed Work Plan	15 points possible	5	X 3	15
Demonstrated Ability for Value added and in-kind	5 points possible	5	X 1	5
2. Qualification and expertise of proposed staff. (30 points possible)		----	----	----
Expertise of Proposed staff	20 points possible	5	X 4	20
Demonstrated ability to reach target audiences	10 points possible	5	X 2	10
3. Demonstrated technical capability working in Transportation Safety (20 points possible)		----	----	----
Work Samples from relevant past safety related projects	10 points possible	5	X 2	10
Work samples showing quality and creativity	10 points possible	5	X 2	10
5. Cost (20 points possible)	20 points possible	5		* Inserted by Purchasing
TOTAL EVALUATION POINTS	(100 points possible)		Total	

* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

ATTACHMENT 1: PRICING (All pricing quoted will be at a blend hourly rate).

- | | |
|---|-----------------------------------|
| a) STRATEGIC COMMUNICATION PLANS: | Blended Hourly Rate: _____ |
| b) PUBLIC RELATIONS OUTREACH: | Blended Hourly Rate: _____ |
| c) CREATE AND MANAGE INTERACTIVE WEBSITE: | Blended Hourly Rate: _____ |
| d) CREATE GRAPHIC ELEMENTS: | Blended Hourly Rate: _____ |
| e) TV, RADIO, PRINT, AND ONLINE ADS: | Blended Hourly Rate: _____ |
| f) PURCHASE AD-TIME WITH STATEWIDE MEDIA OUTLET: | Blended Hourly Rate: _____ |
| g) INTERACTIVE PRESENTATION: | Blended Hourly Rate: _____ |
| h) 3D ANIMATIONS OR VISUALIZATION: | Blended Hourly Rate: _____ |
| i) ANNUAL REPORTS, NEWSLETTERS, AND PUBLICATION: | Blended Hourly Rate: _____ |
| j) STRATEGIC NATIONAL EXPANSION BUSINESS PLANS: | Blended Hourly Rate: _____ |

(for purposes of evaluation, blended hourly rates will be averaged to determine point allocation)

ATTACHEMENT II:**SPECIAL TERMS AND CONDITIONS:**

1. **Change in Personnel:** No change in personnel assigned to individual projects will be permitted without prior written approval by the STATE. All personnel must be available during the time frames specified on individual projects.
2. **On Call Request:** The State does not guarantee to purchase any amount of call services under this contract.
3. **Non-Compete Clause:** The contractor represents its officers and employees are free to contract with STATE and are not subject to restrictions by the terms of their present or past employment, including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. CONTRACTOR must disclose to the STATE any possible conflicts; in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. STATE may elect to terminate a contract immediately with a CONTRACTOR who is subsequently determined to be subject to such restrictions without liability to the STATE. If the STATE elects to terminate a contract for this reason, the STATE will supersede paragraph # 12 in Attachment A – Standard Terms and Conditions and will not provide 30 day prior notice to the Contractor.

4. **Invoicing:** CONTRACTOR shall submit invoices to STATE:

Robert Hull, Director of Traffic and Safety
UDOT Division of Traffic and Safety
Box 143200
4501 South 2700 West
Salt Lake City, UT 84114-3200

The contract number shall appear on all invoices and correspondence. Billings must be itemized, showing hours worked by each staff member with a clear definition of the project phase the work related to the project. All billings must correlate to the project progress reports and submitted in a timely manner. Upon approval of the invoice by the STATE'S representative, payments will be processed every other week. STATE will remit payment by mail.

5. **Progress Reports:** The CONTRACTOR will submit monthly progress reports in sufficient detail to document progress of the work and support the monthly claim for payment. Minimally the progress reports shall identify the deliverables completed, for which payment requests are being made, a brief synopsis of the Task Order contents, and invoice number of the payment request. The report is to be submitted at the same time as an invoice. Payments will not be made without a supporting progress report. Separate project reports and invoices shall be submitted for each active Task Order.
6. **Responsibility for Wages:** The CONTRACTOR is responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.
7. **Contract, Schedule, Delays and Extension:** Completion of the contract in accordance with the schedule is the responsibility of the CONTRACTOR. The CONTRACTOR agrees to proceed with the performance of this contract continually and diligently in accordance with the agreed upon contract schedule and will make no charges or claims for extra compensation due to delays or hindrances within its control. Failure to comply with the contract schedule constitutes adequate justification for contract termination. The STATE may allow an extension of time beyond the agreed schedule, but by doing so does not waive any of its right under the contract to secure full and complete contract performance.
8. **Assignment of Contract:** The CONTRACTOR shall not sublet, assign or transfer any part of this contract without prior written approval from STATE. Neither shall the provision of monies due under this contract be assigned without prior written approval of STATE.

9. **Notification:** Notice given under this contract shall be written, or sent by facsimile or other electronic means. Written notice shall be sent by registered or certified mail, postage prepaid, returns receipt requested, or by any other overnight delivery service which deliveries to the notice destination and provides proof of delivery to the sender. Facsimile or other electronic notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

If to Contractor:

If to State:

Robert Hull, Director
UDOT Division of Traffic and Safety
Box 143200
4501 South 2700 West
Salt Lake City, UT 84114-3200
(801) 965-4273
(801) 965-4736 Fax

9. **Confidential Information:** To the extent work under this contract requires the CONTRACTOR may be given access to confidential or proprietary business, technical, or financial information belonging to the STATE. The CONTRACTOR shall, after receipt thereof, treat such information as confidential. Both parties shall maintain, as confidential, and shall not disclose to any person outside its employ, nor use for purpose other than performance of this contract, any specification, drawings, blueprints, data, business information, or other confidential information which is learned by virtue of this contract, except where required by law. CONTRACTOR agrees not to appropriate such information to their use or disclose such information to other parties unless specifically authorized by the STATE in writing. Upon expiration of this contract, both parties shall promptly return all confidential material and copies to the other party. The foregoing obligations, however, shall not apply to:
- A. Information, which at the time of receipt by the CONTRACTOR, is in public domain.
 - B. Information, which is published after receipt by the CONTRATOR, or otherwise, becomes part of the public domain through no fault of the CONTRATOR.
 - C. Information, which the CONTRACT can demonstrate was already in its possession at the time of receipt, and was not acquired directly or indirectly from the STATE.
 - D. Information, which the CONTRACTOR can demonstrate was received from a third party who did not require the CONTRACTOR to hold such information in confidence.
10. **Quality of Service:** CONTRACTOR represents to STATE that it is experienced in and thoroughly familiar with all aspects of the services required hereunder and is properly qualified as applicable and is equipped, organized, and financially able to perform the services.
11. **Ownership of Work Product:** Any and all technical code, script, copy, illustration, photography, music or other materials prepared by CONTRACTOR for STATE shall be and remain the property of CONTRACTOR until such time as CONTRACTOR has been paid in full. Upon payment in full, all materials, which were approved and used by STATE, shall become the sole and exclusive property of STATE.

CONTRACTOR further aggress that STATE is and shall be vested with all rights, title, and interests, including patent, copyright, trade secret, and trademark rights in CONTRACTOR's work product produced under this contract. CONTRACTOR shall not encumber said work product in any way or act(s) inconsistent with STATE'S title thereto.

All documents and data pertaining to work required by this contract will be the property of the STATE and must be delivered to the STATE within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation to their further use. Cost to all the above items will be considered as included in the basic contract compensation of the work as described.

12. **Intellectual Property Indemnity:** Upon STATE'S written notification to CONTRACTOR, CONTRACTOR shall defend, at its expense any claim against the STATE alleging the service, or any part thereof, infringe on any patent, copyright, trademark, trade secret, mask work, or other intellectual property interest in any county, and shall pay all cost and damages award. If an injunction against STATE's use, sale, lease, license, other distribution of the services or product, or any part thereof, results from such a claim (or, if the STATE reasonably believes such an injunction is likely), CONTRACTOR shall, at its expense, (and in addition to the CONTRACTOR's other obligations hereunder) and as STATE requests, obtain for STATE the right to continue using, selling, leasing, licensing, or otherwise non-infringing but functionally equivalent. The provisions of this section shall not apply to any claim for infringement resulting solely from CONTRACTOR's compliance with STATE's detailed design specifications, where provided.
13. **Failure to Complete:** At any time the CONTRACTOR determines the contract work cannot be completed within the specified time or budget, the CONTRACTOR must notify STATE in writing, immediately. The STATE may, at its sole discretion, extend the contract written modification.
14. **Non-Performance:** If at any time the CONTRACTOR fails to demonstrate the required expertise (as represented in the CONTRACTOR's proposal/bid) or fails to meet acceptable standards of performance, the STATE reserves the right to require the CONTRACTOR to replace individual(s) with a competent individual(s). The STATE's representative must approve this replacement. If the CONTRACTOR fails to accomplish project objectives or meet schedule commitments established in meeting with the STATE's Project Manager, this contract may be canceled immediately. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph twelve in Attachment A- Standard Terms and Conditions, and will not be required to provide thirty (30) days prior notice to the CONTRACTOR.
15. **Termination:** The occurrence of any of the following constitutes a breach of contract unless corrected by CONTRACTOR within two (2) weeks:
 - A. CONTRACTOR failure to perform services and/or deliver product on time.
 - B. Services performed and/or products delivered by CONTRACTOR do not conform to the terms set forth in this contract.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is 11736850-010-STC. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
16. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional

Terms and Conditions; 4. Contractor Terms and Conditions.

26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 3 Sept 2008)

Question and Answers for Bid #NO9032 - Zero Fatalities Transportation Safety PR Campaign

OVERALL BID QUESTIONS

Question 1

Acknowledging that the evaluation sheet shows that only 20 of the 100 points are based on an agency's demonstrated technical capability working in transportation safety, if an agency does not have a background with transportation safety does that preclude them from being awarded this account? (Submitted: Mar 5, 2009 4:01:59 PM MST)

Answer

- A lack of transportation safety experience does not preclude an agency from being awarded the contract. (Answered: Mar 9, 2009 2:24:16 PM MDT)

Question 2

Is this RFP simply to comply to state regulations or is Zero Fatalities actually looking to make a change? (Submitted: Mar 5, 2009 4:10:08 PM MST)

Answer

- The State is interested in continuing the Zero Fatalities program and the original contract has ended. These factors led to the release of the RFP. (Answered: Mar 9, 2009 2:24:16 PM MDT)

Question 3

What is the budget for this campaign? (Submitted: Mar 9, 2009 9:56:13 AM MDT)

Answer

- This RFP is for a requirements contract, therefore, the contract has no fixed amount. The funding is variable year to year and future work will be determined by the available funding as well as the need for continuing or enhanced public awareness. (Answered: Mar 9, 2009 4:27:50 PM MDT)

Question Deadline: Mar 17, 2009 3:00:00 PM MDT