# REQUEST FOR PROPOSALS FOR

## **Public Involvement and Outreach Services**

## **ISSUING OFFICE**

Pennsylvania Turnpike Commission

**Department of Communications Department of Engineering** 

**RFP NUMBER** 

16-10420-7569

**DATE OF ISSUANCE** 

November 21, 2016

# REQUEST FOR PROPOSALS FOR

## **Public Involvement and Outreach Services**

# TABLE OF CONTENTS

Part I	-	GENERAL INFORMATION FOR PROPOSERS	page 1
Part II	-	INFORMATION REQUIRED FROM PROPOSERS	page 8
Part III	-	CRITERIA FOR SELECTION	page 11
Part IV	-	WORK STATEMENT	page 13
APPEND	IX A	A – PROPOSER QUESTIONS FORM	

APPENDIX B – PROPOSAL COVER SHEET APPENDIX C – INSURANCE SPECIFICATION

APPENDIX D – DIVERSE BUSINESS (DB) REQUIREMENTS

#### **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 a full service Public Involvement and Outreach consulting firm.
- **I-2. Issuing Office.** This RFP is issued for the Commission by the Departments of Communication and Engineering.
- **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 Pennsylvania Turnpike Commission will retain a firm to assist the Commission with public outreach and involvement supporting the Highway Capital Plan including various reconstruction projects and supporting the independently-funded plan including the Mon Fayette Expressway and Southern Beltway projects.
- **I-5. Type of Contract.** It is proposed that if contract(s) are 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 of \$450,000.00 per contract. 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.

The Commission intends to award two contracts as a result of this RFP; however, please note that a contract award as a result of this RFP does not guarantee or provide assurances that an awarded firm will be assigned any specific, minimum number or specific monetary amount of public involvement and outreach service work orders. The Commission may in its sole discretion undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible 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 Commissions website at <a href="https://www.paturnpike.com">www.paturnpike.com</a> (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 or executive summary.

**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@paturnpike.com with RFP 16-10420-7469 in the Subject Line to be received no later than 2:00 PM local time on Wednesday, December 7, 2016. Proposers shall use the form provided in Appendix A to submit the questions. 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: Wanda Metzger, on or before **2:00 PM local time on Thursday, December 22, 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>U.S. Mail, FedEx, UPS, or other delivery method</u>, 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 five (5) hard copies of the Technical Submittal, five (5) hard copies of the Diverse Business (DB) participation submittal. In addition to the hard copies of the proposal, two **complete and exact copies** of the Technical and DB submittals, along with all requested documents on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the hard copy. The CD or 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 CD or 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 B** 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: Wanda Metzger
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057

US Mail Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
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 proposal page allotment is detailed in section II-1.
- **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:

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

<u>Trade secret</u>: 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; <u>and</u> (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 <a href="https://www.openrecords.state.pa.us">www.openrecords.state.pa.us</a>.

- **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. Term of Contract.** The term of the contract will commence on the Effective Date (as defined below) and will end after a period of three (3) years with one (1) two (2)-year option to renew. 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-23. 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-24. 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.

- $\textbf{I-25. Insurance.} \ \ Proposer \ will \ comply \ with \ the \ Insurance \ requirements \ as \ described \ in \ \textbf{Appendix} \ C Insurance \ Specification.$
- **I-26. Diverse Business (DB) Requirements.** Proposer will comply with the DB Requirements as described in **Appendix D** 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. Each proposal shall consist of two separately sealed submittals:

- 1. Technical Submittal, which shall be a response to RFP Part II, Sections II-1 A through G;
- 2. Diverse Business Participation Submittal, in response to RFP Part II, Section II-2.

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 B**)

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: **Public Involvement and Outreach Services, RFP 16-10420-7569.** Appendix B 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 B 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. 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 RFP Section I-6 Contractor Integrity Provisions.

#### **D.** Firm Overview

Provide a brief history and description of your firm's business organization and its Public Involvement and Outreach service 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 personnel, 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.

If you propose to subcontract any portion of the work described in your response, the subcontracted firm or firms must be identified in this section. The role of the firm or firms should be explained along with a description of the specific expertise and services that the firm or firms contribute to the overall value of your proposal.

#### **E. Personnel** (Limited to two pages, single-sided)

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the consulting personnel that would perform the Public Involvement and Outreach services as described in Part 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 an organization chart and a current resume limited to 3 pages each for key staff listing relevant experience and applicable professional affiliations. Resumes and an organization chart may be provided as an Appendix and will be exempt from the page limitations detailed above.

If you propose to subcontract any portion of the work described in your response, the subcontracted firm or firms must be identified in this section. The role of the firm or firms should be explained along with a description of the specific expertise and services that the firm or firms contribute to the overall value of your proposal.

## **F. Relevant Experience and Expertise** (Limited to four pages, single-sided)

Provide a narrative statement regarding your Public Involvement and Outreach services expertise and experience as it relates to the list of duties outlined in Section IV-4. Additionally, include a statement regarding your understanding of the requirements as outlined in Section IV-4 and your ability to provide Public Involvement and Outreach services in accordance with the same.

Describe your firm's experience in providing similar Public Involvement and Outreach services as outlined in Section IV-4 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.

Provide a list of three references of clients for which your firm has performed similar work, as described in this RFP, within the past three years.

Include a statement regarding any other specialized Public Involvement and Outreach services your firm may offer.

#### **G.** Approach (Limited to two pages, single-sided)

Provide a description of the approach/methodology that you will follow in order to fulfill the example scenario outlined in Section IV-5. This description should include but not be limited to; a project plan, realistic timeline that identifies the phases and tasks required to complete the services, reports and project controls that will be deployed.

Additionally, address your ability and approach to managing tasks for concurrent projects assigned by the Commission for this contract.

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

The Commission's Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in Appendix D. There is a 10% minimum participation level (MPL) for DBs established for this contract. 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 D. 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.

#### **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. Proposer and Personnel Experience and Expertise

- a. 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.
- b. Proposer's relevant experience and expertise in developing and successfully implementing comprehensive public involvement and outreach plans as it relates to the requirements discussed in Part IV of this RFP.
- c. Response of references if the Commission elects to solicit them.

## 2. Approach

a. Understanding of the Commission's needs and scope of work.

- b. Soundness of proposed approach, methodology, and deliverables for developing and successfully implementing comprehensive public involvement and outreach plans as it relates to the requirements discussed in Part IV of this RFP.
- c. Quality, completeness and applicability of sample deliverables provided.
- d. Responsiveness, organization, and clarity of Proposal.
- **3.** Commitment to Diversity and Inclusion. This refers to the inclusion of and approach to meeting or exceeding the 10% MPL for utilizing DB firms as described in Part II-2.

#### **PART IV**

#### WORK STATEMENT

- **IV-1. Objectives.** Assist the Commission with public outreach and involvement supporting the Highway Capital Plan including various reconstruction projects and supporting the independently-funded plan including the Mon Fayette Expressway and Southern Beltway projects.
- **IV-2.** Nature and Scope of the Project. The Pennsylvania Turnpike Commission will retain two (2) firms to design, implement and monitor Public Outreach/Involvement Programs to support various reconstruction projects across the system through the next three years.
- **IV-3. Requirements.** Submission of a concise written proposal demonstrating company's capability and staff experience, expertise and qualifications in the areas of public involvement and outreach in the transportation industry.
- **IV-4. Tasks.** Assist the Commission with public outreach and involvement efforts as they pertain to the Highway Capital Plan including, but not limited to, various reconstruction projects and supporting the independently-funded plan including, but not limited to, the Mon Fayette Expressway and Southern Beltway projects. The proposer will be expected to design and implement comprehensive, project-specific strategies that meet industry and Commission standards of awareness and outreach. The proposer will also be expected to monitor these efforts and report on the progress of each.

This process should include, but is not limited to, the following steps;

- Public meeting facilitation and recording of meeting minutes
- Planning and coordination of meetings with Transportation Management Association, local government or other stakeholder group.
- Development of overall communications plan and cost estimating
- Analysis of communication tactics and measuring effectiveness
- Photo documentation and journaling for project presentations (may include project construction photos)
- Focus groups
- Website content development and updating
- Submission and response drafting for our internal Content Management System, CACTUS
- Customer and public surveys
- Coordination with professional and industry associations
- Coordination with other transportation and tolling agencies
- **IV-5. Sample Scenario for Response.** Provide a description of the proposed approach/methodology you would follow to address an Accelerated Bridge Construction (ABC) project being conducted by the Pennsylvania Turnpike Commission. The ABC project includes the detouring of the Turnpike mainline between 9pm Friday and 4am Monday to remove and replace the deck of a bridge carrying the Turnpike mainline over a side road. Our audience includes the Turnpike customers impacted by this weekend closure, as well as, the communities and their emergency services impacted by the signed and unsigned detours and the adjacent properties impacted by the continuous construction operation. The proposed 55 hour closure is in lieu of a 12 month construction project.

# Appendix A Proposer Questions Form

-	Proposer Questions		Pennsylvania Turnpike Commis	sion (PTC)	RFP #: 16-10420-7569
			Proposer Name:		
#	Page	Section	Section Description	Proposer Question	Commission Response
1.					
2.					
3.					
4.					

## APPENDIX B – PROPOSAL COVER SHEET

# Pennsylvania Turnpike Commission Public Involvement and Outreach Services RFP# 16-10420-7569

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

Proposer Information:						
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						
Submittals	Enclosed and Separately Sealed:					
☐ Technical Submittal ☐ Diverse B	usiness Participation Submittal					
Signature						
Signature of an official authorized						
to bind the Proposer to the provisions contained in the Proposer's proposal:						
Print Name	•					
Fint Name						
Title						

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs this Proposal Cover Sheet and the Proposal Cover Sheet is attached to the proposal, the requirement will be met.

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 (Contractor) will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's cost proposal and no adjustment shall be made to the contract price on account of such costs. 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. Contractor shall be responsible for ensuring that all Sub-contractors are properly insured in accordance with the limits and terms described herein. Contractor shall not permit any Sub-contractor to commence work hereunder until such evidence has been provided to the Contractor.

- 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) Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self-Insured Retention exceeding \$50,000 on any policy, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the 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 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 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, unless cancellation is for non-payment of premium. In the event of cancellation or non-renewal of coverage(s) for any reason, it is the 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 Contractor to report any

06/15/16 Page 1 of 4

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

- e) Contractor shall provide the Commission with Certificates of Insurance, evidencing the insurance coverages listed below prior to the start of work of this Project and thereafter upon renewal or replacement of each coverage. The 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 Contractor's obligation to maintain such insurance.
- f) The Commission, and its Commissioners, officers, employees, and agents 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 should be provided for a period of three years subsequent to the completion of work/final payment.
  - The Commission reserves the right to require Contractor to name other parties as additional insureds as required by the Commission.
- g) Waiver of Rights of Subrogation: 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 Contractor.
- 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 Contractor.
- i) The carrying of insurance described shall in no way be interpreted as relieving the 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 Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) 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 Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

<u>REQUIRED COVERAGES</u> - 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) Includes sole proprietorships and officers of corporation who will be performing the work.
- d) Where applicable, if the Contractor is lending or leasing its employees to the Commission for the work under this contract, it is the 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 standard ISO forms or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following limits:
  - (1) Each Occurrence: \$1,000,000
  - (2) Personal and Advertising Injury: \$1,000,000
  - (3) General Aggregate: \$2,000,000
  - (4) Products/Completed Operations

Aggregate: \$2,000,000

## 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

06/15/16 Page 3 of 4

## 4. <u>Commercial Umbrella Liability:</u>

- 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: \$4,000,000 Aggregate Limit (where applicable): \$4,000,000

## 5. <u>Professional Liability Insurance:</u>

a) Minimum Limits of Liability

Per Claim Limit: \$1,000,000 Aggregate Limit: \$1,000,000

b) The Definition of "Covered Services" shall include the services required in the scope of this contract.

#### APPENDIX D

## 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 subonsultants 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 includes, 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 subcon sultant 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.

## Addendum No. 1

RFP # 16-10420-7569

## **Public Involvement and Outreach Services**

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

## **REVISION**

1. RFP Part I, Item I-5 the first sentence is revised to read: "It is proposed that if contract(s) are 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 of \$650,000.00 per contract."

## **QUESTIONS & ANSWERS**

Following are the answers to questions submitted in response to the above referenced RFP as of December 7, 2016. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

#	Page	Section	Section Description	Proposer Question	Commission Response
1.				Whether companies from Outside USA can apply	Yes, they can.
				for this? (like, from India or Canada)	
2.				Whether we need to come over there for meetings?	Yes, in person meetings would be a part of this contract.
3.				Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	There are many tasks that require on the ground assistance and planning in Pennsylvania.
4.				Can we submit the proposals via email?	Proposals cannot be submitted via email. See RFP Section I-12 for delivery instructions.
5.				Are there likely bidders for this project? If so, can you provide a copy of that list?	The RFP is advertised on our website and is open to the public. We do not have a list.

#	Page	Section	Section Description	Proposer Question	Commission Response
6.				Has a similar contract been awarded in the past, and if so, to whom was it awarded?	No. The Commission has not awarded a similar open-end contract in the past. Outreach work has previously been performed by firms on project design teams, or the Commission has contracted with a firm for a stand-alone contract (not on an open-end contract basis.).
7.	1	1-5	General Information	How will the scope of services, and fee, be divided among the two firms selected?	See RFP Part 1-5. A contract award does not guarantee or provide assurance that an awarded firm will be assigned any specific, minimum number or specific monetary amount of public involvement and outreach work orders. Furthermore, Work Orders will be assigned based on competencies, work load, location, background and previous work order performance of the selected firm.
8.	1	I-5	General Information	Does the \$450,000 fee include expenses, or are expenses covered additionally?	See Revision #1 above. The \$650,000 is a not- to-exceed amount for the entire contract including all costs.
9.	1	I-5	General Information	Does the \$450,000 cover the cost of qualitative and/or quantitative research projects?	See response to question #8.
10.	1	I-5	General Information	Is there an incumbent firm, and if so, who?	See response to question #6.
11.				Why has no pre-bid meeting been scheduled? As a DBE firm, without a list of potential bidders, it is difficult to know how to proceed finding a Prime firm to team with. For such a large project, there should be a pre-bid meeting.	The Commission has elected to not hold a prebid meeting for this RFP.
12.	1	I-5		Please confirm the budget is \$450,000 total for a three-year timeframe (versus \$450,000 per year)?	See Revision #1 above. The not-to-exceed amount for each contract is \$650,000 for the entire three year term.
13.	1	I-5		Are OOP expenses included in this budget, or separate (specifically for things like polling/survey costs, focus groups, etc.)?	See response to question #8
14.	1	I-5		Is agency travel & expenses for public meetings, etc. included in this budget or separate?	See response to question #8

#	Page	Section	Section Description	Proposer Question	Commission Response
15.				The RFP does not include a Cost Submittal, or a request to detail billable rates, hours and services against the total budget. Will you be requesting a Cost Submittal, or will you be requesting that information during the negotiation phase?	Costs will be negotiated through the Work Order process once a firm has been retained.
16.	9	II-1E	Technical Submittal - Personnel	The RFP request the "availability of the consulting personnel that would perform the services" What do you meant by 'availability?' Are you asking what percentage of time will they spend working on the contract?	This is meant to address the current workload of key personnel assigned to the project and to confirm their availability to work on projects assigned by the Commission under this contract.
17.	13	IV-4	Tasks	Media relations and social media are not listed as tasks included in the scope of services. Will the selected firm be asked to provide these services?  "Website content development and updating" is a requested service. Are you requesting written content/copying writing only, or should we include personnel who can work on design and/or the back-end of the PA Turnpike Commission website.  Specific to "focus groups and public surveys," are those formal or informal? Does the Commission have approved vendors for focus groups and surveys? Approximately how many of each do you estimate per year, and will this be an out of pocket expense incurred by the selected firm?	Media relations is not a part of the contract. Social media involvement will depend on the nature of the individual projects assigned.  Content development is sufficient for this contract; however design assistance in the cases that it enhances our efforts could be helpful. Backend programming will not be required.  The proposing firm should be able to handle all aspects of recommending, managing and executing focus groups/surveys as needed. It would be a tactic that was recommended and/or negotiated during the work order process depending on the needs of the individual project.
18.				Should all appendices be included in the Technical Submittal along with any addendum to the RFP? So, should we include copies of:  - A. Proposer Questions Form  - B. Proposal Cover Sheet  - C. Insurance Specifications  - D. Diverse Business Requirements	Only Appendix B — Proposal Cover Sheet should be included. See RFP Section I-13 and II-1A.

#	Page	Section	Section Description	Proposer Question	Commission Response
<b>#</b> 19.	Page 1-4	Section Appendix C	Insurance Requirements	Proposer Question  Within this section, it states that the "Contractor shall be responsible for ensuring that all sub-contractors are properly insured in accordance with the limits and terms herein." Is it the intent of the PTC that the insurance requirements outlined in this section apply to sub-contractors? While large firms can meet the coverage levels outlined in this section, many small DBE/DB firms with the potential to provide unique support services for this contract may not be able to meet these requirements.	Commission Response  The prime consultant will determine the amount of coverage required of the subconsultants.
20.	1	I-5	Type of Contract	You state that you intend to retain two firms. What would be the division of labor between the two firms? Would each firm be awarded a \$450,000 contract, or would the two firms be splitting the \$450,000 budget?	See response to question #7.
21.	13	IV-2	Nature and Scope of Project	Is the \$450,000 an annual budget, or does that represent the maximum spend over the course of the three-year contract?	See response to question #12
22.	13	IV-2	Nature and Scope of Project	When would the work start?	Work may begin after an Agreement is executed and upon notice-to-proceed from Commission staff. We estimate a start date to be late in the 1 <sup>st</sup> quarter or early 2 <sup>nd</sup> quarter of CY 17.
23.	3	I-13	Proposals	Will the Commission accept a PDF version on flash drive instead of MS WORD?	Yes, a PDF version is acceptable.
24.	9	II-1-G	Technical Submittal/Approach	Does the contract have resources allocated for paid media?	Yes, the specific use of this tactic would be determined during the work order process for each project.
25.	13	IV-5	Sample Scenario for Response	Is the sample scenario as described in this section to be included in the RFP response? If so, how	Yes, see RFP section II-1-G. Proposers are required to include a response to this scenario

#	Page	Section	Section Description	Proposer Question	Commission Response
				much detail is required?	as a part of your proposal. Include as much detail as needed to adequately convey your approach but within the prescribed page limitations.
26.	1	Appendix D	Minimum Participation Level (MPL)	What percentage of MPL has been established for this RFP	See RFP Section II-2 Diverse Business Requirements, page 10 of 13. The Minimum Participation Level for Diverse Businesses for this project is 10%.
27.	1	1-5	Part 1, General Information for Proposers, Type of Contract	What is the not to exceed amount? Has the Commission increased it to \$650,000?	See revision #1 above. Each contract's not-to-exceed amount is \$650,000.
28.	1	I-5	Part 1, Type of Contract	Is the NTE amount the total for both contracted firms, or each?	Each, see RFP Section I-5.
29.	13	IV-1	Work Statement: Objectives	What are the goals for this engagement? What does success look like for this project?	At minimum, all federal, state and internal standards for public outreach and involvement during engineering-design and construction phases along the PA Turnpike are met. All our target audiences should feel fully informed, and have had the chance to be a part of the information gathering process regarding PA Turnpike projects in their vicinity.
30.	13	IV-1	Work Statement: Objectives	The potential target audiences for this work might include single day turnpike customers, emergency personnel, residents in the communities near the construction and reroute, daily commuters, properties and businesses adjacent to the construction and reroute, local and state officials, and internal employees. Can you prioritize the target audiences? Are there other high priority target audiences for this work?	Selection and prioritization of our target audiences will be dictated by the individual project objectives, goals and challenges. The firm selected for this work would be a part of that process.

#	Page	Section	Section Description	Proposer Question	Commission Response
31.	13	IV-2	Work Statement: Nature and Scope of Project	The RFP notes that the Commission intends to award two contracts. Will these two firms work in tandem or on distinct projects?	They will most likely work separately on distinct projects; however, there may be the opportunity for collaboration.
32.	13	IV-2	Work Statement: nature and Scope of Project	Can you please share a list of likely project locations for the next three years?	Construction activity is fairly uniformly spread across the turnpike system, as the Commission strives to avoid overloading one specific region at any given time. Annual project expenditures are broken out by year in the Turnpike Capital Plan available here: https://www.paturnpike.com/pdfs/business/F Y2017_Capital_Plan.pdf Beginning on P. 3 of the Capital Plan, spending is also broken out by county. On Page 7-8, you can view programmed spending by county for Total Reconstruction and Interchange projects — two of the more significant types of projects when it comes to construction cost. The plan is revised annually by commissioners and tends to change somewhat each spring.
33.	13	IV-5	Work Statement: Sample Scenario for Response	Will the selected firm have access to the PA Turnpike digital assets such as highway electronic signage, Trip Talk App, and social media for communications and public engagement efforts?	Selected firms will not have direct access to these assets. However, access may be obtained indirectly through the PA Turnpike Communications Department.
34.	11	III-3	Criteria for Selection: Proposal Evaluation	Are you able to share the names of the members of the Technical Evaluation Team and the Professional Services Procurement Committee?	No. Proposers are to refrain from discussing these contracts with Commission staff until the procurement process is completed.
35.	1	Part 1 – General Informatio n I-5	Type of Contract	Why is the Commission seeking two agencies? Do you intend to split the state? Or are you looking for a strategy firm and then a local implementation firm? Does the \$450K per contract cover agency fee only? Or are expenses included in that budget?	The anticipated work load is likely to necessitate two firms; however, the PTC does reserve the right to only choose one firm to fulfill this contract.

#	Page	Section	Section Description	Proposer Question	Commission Response
36.	9	Part II – Informatio n required from proposers	Relevant Experience and Expertise	How will firms without related current experience (beyond 3 years) be evaluated?	Experience will be measured based on how relevant the similar experience is in comparison to what this contract will entail. The PTC considers as relevant any recent work performed for clients in industries which must engage stakeholders in the design and construction process.
37.	13	Part IV – Work Statement; IV-4	Tasks	Will the firm be responsible for content updates as well as CMS management? Is the Commission open to website enhancements and digital marketing?	Yes, both content and CMS management. The chosen firm will only work with project websites but not on the overall Pennsylvania Turnpike website. The extent of website work will be dictated by project need during the work order process.
38.				What are your goals in hiring an agency? What outcomes are you expecting?	See response to question #29
39.				What are the Commission's three biggest challenges, i.e. safety, communications, etc?	From a PR and marketing perspective for messaging, our challenges are safety of travelers and employees, increasing E-ZPass enrollment and program understanding, building awareness of projects and other funding obligations and changing the conversation about the turnpike commission.
40.				Who are the contracting engineering/construction firms for the Highway Capital Plan?	Some information on project teams is available at this link: https://www.paturnpike.com/travel/major_design_construction_projects.aspx

#	Page	Section	Section Description	Proposer Question	Commission Response
41.	1	Part 1, I-5	General Information for Proposers, Type of Contract	This is a time and materials contract in an amount not to exceed \$450,000 over the three-year term. Can you share any additional budgetary and billing information? What billing requirements will be imposed? What kind of documentation will be required? Do you need hourly rates for all personnel listed in our proposal? What flexibility would the chosen vendor have to adjust that during the three-year term? Would the chosen vendor have the ability to build in automatic increases if rates are required to be set in advance?	Separate work orders will be established per project. Budget parameters will be set per project through the work order process.
42.	13	IV-2	Nature and Scope of the Project	The Turnpike Commission says that it will select two firms. Why? What types of firms do you anticipate selecting? Will each firm be engaged separately, or will they be expected to work together and share in the budgeted contract amount? What is the Commission looking for in this two-firm structure?	See response to question #35.
43.	11	III-4	Evaluation and Criteria	How much weight is the Commission placing on prior experience in the specific transportation / construction sectors? Does it have points allocated for each criteria, for example, on top on the ranking that it references in the RFP?	The Commission does not weight evaluation criteria. The Evaluation Committee will use the evaluation criteria in order of relative importance from the highest to the lowest as listed in RFP Section III-4.
44.	13	VI-1	Work Statement, Objectives	In addition to the two projects highlighted in the RFP (the Mon Fayette Expressway and Southern Beltway project), the RFP also references "various reconstruction projects" for which it also desires public outreach support. Can you share any more details about those additional projects? Where are they located? What is the anticipated timing of them?	See RFP Section I-4 (Page 1 of 13), the firm will assist with Public Outreach and Involvement supporting the Capital Plan and the Independently-funded plan.
45.				Is any vendor currently providing similar services to the Turnpike Commission? If so, what is the name of that firm?	See response to question #6.

#	Page	Section	Section Description	Proposer Question	Commission Response
46.				Has the Commission ever let a similar contract for	See response to question #6.
				similar services before? If so, what were those	
				services called and to which firm was this / those	
				contract(s) awarded? Are they posted?	

All other terms, conditions and requirements of the original RFP dated November 21, 2016 remain unchanged unless modified by this Addendum.