

**State of Delaware**  
**Request for Proposal (RFP)**

**for:**  
**Full Service Public Relations Firm**

**Contract No. SHS-09-028-PubRelatns**

*June 9, 2009*

**Issued by:**



**The Delaware Office of Highway Safety  
Dept. of Safety and Homeland Security  
Blue Hen Corporate Center  
655 S. Bay Rd. Suite 5N  
Dover, DE 19901**

**- *Deadline to Respond* -  
*Wednesday August 8, 2009*  
*2 p.m. EST***

Full Service Public Relations Firm

**CONTRACT NO. SHS-09-028-PubRelatns**

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Full Service Public Relations Firm. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. SHS-09-028-PubRelatns

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**Your proposal and the proposal reply section must be executed completely and correctly and returned to Department of Safety and Homeland Security by 2 p.m. EST Wednesday August 5, 2009 to be considered.**

The definitions and general provisions apply and are a part of this Request for Proposal. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting a proposal.

Please review and follow the information and instructions contained in the General Provisions, Special Provisions and this Request for Proposal. Should you need additional information, please call Andrea Summers (302) 672-7642.

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DEFINITIONS

**Whenever the following terms are used, their intent and meaning shall be interpreted as follows:**

**STATE:** The State of Delaware.

**AGENCY:** Contracting State Agency as noted on the cover sheet.

**DESIGNATED OFFICIAL:** The agent authorized to act for the Agency.

**REQUEST FOR PROPOSAL:** The "Request for Proposal" or "RFP" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, Specifications, and Enclosures.

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency and instructions to vendors.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements particular to the contract under consideration and are supplemental to the General Provisions, the Special Provisions shall prevail.

**BIDDER OR VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**PROPOSAL:** The offer to the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SURETY:** The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

**BIDDER'S DEPOSIT:** The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

**CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR:** Any individual, firm, or corporation with whom a contract is made by the Agency.

**CONTRACT BOND:** The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

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OVERVIEW

The Office of Highway Safety of the Delaware Department of Safety and Homeland Security (DSHS) seeks proposals for professional services to contract with a communications/public relations firm to handle all aspects of the Office of Highway Safety's public information and awareness efforts.

The proposed schedule of events subject to the RFP is outlined below:

<b>Public Notice</b>	<b>Week of June 15, 22</b>
<b>Mandatory Pre-Bid Meeting</b>	<b>July 8</b>
<b>Deadline for Receipt of Proposals</b>	<b>August 5</b>
<b>Estimated Start of Evaluation &amp; Selection Process</b>	<b>Week of August 10</b>
<b>Estimated Notification of Award</b>	<b>September</b>

The proposal must conform to the requirements of the Proposal Information and Proposal Submission Sections of the RFP. Each proposal must be accompanied by a cover letter, which briefly summarizes the proposing firm's interest in providing the required professional services, as well as names of individuals to contact for additional proposal information.

Any private for-profit or non-profit corporation, other legally accountable entity, or individual licensed to conduct business in the State of Delaware is eligible to respond to this RFP, subject to the following minimum requirements: The applicant shall produce evidence of a Delaware business license in order to be considered for the award, the applicant shall not be listed on the Excluded Parties Listing System (EPLS).

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SPECIAL PROVISIONS A.

**1. ISSUING OFFICE**

This RFP is issued for the State of Delaware by the Office of Highway Safety. The issuing office is the primary point of contact in the state for these services.

**2. SCOPE**

This RFP contains instructions governing the proposals to be submitted and the material to be included therein, a description of the services to be provided, requirements that must be met to be eligible for consideration, general evaluation criteria and the maximum amount of funds available for this project.

**3. CONTRACT**

The selected Consultant will be expected to enter into negotiations with the Office of Highway Safety, which will result in a formal contract between the parties. Any contract entered into as a result of this RFP will be a cost reimbursement maximum price contract.

**4. ACKNOWLEDGMENT OF RECEIPT OF PROPOSALS**

The Office of Highway Safety will not acknowledge receipt of proposals.

**5. BASIS OF AWARD**

The Office of Highway Safety shall award this contract to the most responsible and responsive bidder who best meets the terms and conditions of the Proposal specifications contained herein. The award of a contract for services may be made upon criteria, which do not include price. The Office of Highway Safety reserves the right to reject any or all proposals in whole or in part, to make partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to one (1) offeror.

Bidders submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible bidders who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing bidders during the negotiation process.

**6. INCURRING COSTS**

The State of Delaware will not be responsible for any expenses/costs incurred by bidder in preparing and submitting a proposal or prior to issuance of a contract.

**7. ADDENDA TO THE RFP**

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

**8. RESPONSE DATE**

To be considered, proposals must arrive at the Department of Safety and Homeland Security. Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public

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SPECIAL PROVISIONS A (cont'd.)

opening will be returned unopened. Bidders using Fed Ex or UPS should make sure the proposal will be delivered by August 5, 2009 at 2 p.m. Be advised that the last mail drop occurs at approximately 2 p.m. each day.

**9. PROPOSALS**

To be considered, consultants must submit a complete response covering all work items outlined in this RFP, using the format provided in Part 5. A proposal may be rejected if it is incomplete or conditional.

Six (6) copies of the Proposal will be submitted in a sealed envelope clearly marked with the name of the offeror and labeled Full Service Public Relations Firm. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining six (6) copies do not require original signatures.

Concurrent distribution of proposals to organizations other than the Office of Highway Safety shall not be made by the consultants. Proposals must be signed by an official authorized to bind the consultant to its provisions.

For this RFP, proposals must remain valid for at least 90 days from the date they are due to the Office of Highway Safety.

Proposals should be prepared simply and economically, providing a straightforward, clear and concise description of the consultant's ability to meet the requirements of the RFP. The selected consultant's proposal will become part of the contract with the Office of Highway Safety.

**10. ORAL PRESENTATION**

Consultants who submit proposals may be required to make oral presentations of proposals. Such presentations provide an opportunity for consultants to clarify proposals to insure thorough mutual understanding. The Office of Highway Safety will schedule these presentations at its sole discretion.

**11. PRIME CONSULTANT RESPONSIBILITIES**

The selected consultant will be required to assume responsibility for all services offered in the proposal whether or not produced by the consultants or sub-contracting organizations. Further, the State will consider the selected consultant to be the sole point of contact with regard to contractual matters. The selected consultant must provide 50% or more (in dollar value) of the work with their own organization's staff (persons compensated by the organization and employed on a full-time basis).

**12. DISCLOSURE OF PROPOSAL CONTENTS**

Cost and price information provided in proposals will be held in confidence and will not be revealed or discussed with competitors prior to awarding the contract. **All other material submitted becomes the property of the Office of Highway Safety (OHS)** and may be returned only at the option of OHS. Proposals submitted to OHS may be reviewed and evaluated by any person other than competing bidders at the discretion of OHS. **Once a contract is awarded, all information in the successful and unsuccessful RFP's bids is considered public information.** Unless noted, OHS has the right to use information presented in any reply to the RFP. Selection or rejection of a proposal does not affect this right. (Annotations must be included if proprietary information is included in proposals).

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SPECIAL PROVISIONS A (cont'd.)

**13. NEWS RELEASES**

News releases pertaining to any material contained in this RFP will not be made without prior state approval and then only in coordination with the Office of Highway Safety.

**14. AVAILABLE FUNDS**

For the purposes of preparing this proposal, the maximum amount of money currently available for this proposal is **\$1,110,000.00**. This funding will come from federal funds allocated for the Federal Fiscal Year 2010, which begins October 1, 2009. Consultants should not create a proposal with secondary options describing what can be done based on the potential for additional funding. Consultants are to use the allocated amount of **\$1,110,000.00** as their guide. The availability of additional funding after the contract period begins is dependent upon the approval of such funds by the federal government (National Highway Traffic Safety Administration). Should additional funding become available, acceptance of a proposal based on the above listed Available Funds, and the negotiation of a contract with a successful bidder based on their proposal, will not preclude OHS from adding additional funds and projects to the contract so long as the overall scope of the project does not change.

The successful bidder should be advised that the federal government does not often provide its full funding allocation to the Office of Highway Safety on October 1<sup>st</sup>. Therefore, the successful bidder must be prepared to work at times without being re-imbursed within 30 days for work completed until OHS's funding allotment for a particular project has been received. By submitting a proposal response to this RFP, you are acknowledging to OHS that this will not be a problem.

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PROPOSAL INFORMATION

**A. PURPOSE**

This Request For Proposal (RFP) enables interested Consultants to prepare and submit proposals for consideration by the State of Delaware Office of Highway Safety (OHS) to satisfy a need for the following:

- \* A full service communications/public relations firm to oversee all public information and education campaigns and efforts for the Delaware Office of Highway Safety. The intent is for this to be a one-year reimbursable contract, with OHS having the option to renew it on an annual basis for an additional six years. OHS also reserves the right to renew the contract for a two year period at any time during the total 7 year potential contract period.

**B. SCOPE OF PROJECT:**

The Office of Highway Safety is a state agency which falls under the Delaware Department of Safety and Homeland Security and is primarily federally funded. OHS addresses behavioral traffic safety issues such as seat belt use, and impaired and speeding.

In 2005 the Office of Highway Safety first contracted with a PR/Communications firm for a multi year contract to handle all elements of public awareness communications for OHS (exclusive of issuing media releases) and provide consistency among OHS's multiple awareness campaigns. This contract is up for renewal.

The efforts that the PR/Communications Firm shall be asked to handle for OHS may include but shall not be limited to the following: updating OHS's Communications plan, conducting market research on audience demographics, tactics, and effective strategies, developing communication materials, and creating, developing, implementing and evaluating all public information and awareness campaigns needed by OHS in a given calendar and/or federal fiscal year. Development of campaigns shall include the development of all camera-ready art and broadcast quality materials. All television spots produced for OHS must include closed captioning. The successful bidder will be responsible for producing media materials and placing media buys as well.

The successful bidder will work on multiple campaigns in the course of a calendar/fiscal year, often several at one time. They include but are not limited to: Click It or Ticket, Stop Aggressive Driving (Speed), Checkpoint Strikeforce (DUI), Walk Smart (pedestrian) and Ride Smart (motorcycle), Underage Drinking, Tween Seat Belt Safety.

Bidders should have adequate capacity in terms of staff and production resources to accommodate the many needs of this proposal. All work, creative and material, produced under the final contract are paid for by federal funds and therefore becomes the property of the Office of Highway Safety.

OHS is looking for any demonstrated experience and/or success bidders may have in social marketing, internet advertising, and market research.

**C. OBJECTIVES:**

The objectives of this project are:

1. To create and implement a realistic & effective marketing/communications strategy for the Office of Highway Safety, which should also take into consideration elements of the national Communications Plan developed by the National Highway Traffic Safety Administration (NHTSA) – see info. on page 9.
2. To provide continued consistency among OHS's Public Information campaigns.

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PROPOSAL INFORMATION (cont'd.)

3. To incorporate market research into the development of OHS's PI & E campaigns in order to more effectively reach target populations.
4. To coordinate and implement effective media buys, and leverage media buys made at the national level by NHTSA.
5. To develop and produce effective public information/communication materials.
6. To implement effective public information campaigns in an effort to change behind the wheel behavior through a combination of paid media, public awareness, and social marketing media strategies.

**D. TASKS FOR PREPARING TO SUBMIT BID:**

At a minimum, the following tasks must be undertaken when preparing to submit a bid on this project:

**Task 1**

Attend a pre-bid meeting at the Department of Safety and Homeland Security on Wednesday July 8, 2009 at 10 a.m.

**Task 2**

Review OHS's FY 2009 Highway Safety Plan (HSP) located at <http://ohs.delaware.gov/services/reports.shtml> . This will provide you with an overview of OHS's goals, its Top 5 Priority Areas, and the problem motor vehicle crashes present in Delaware. It will also provide information on how we work with various partners in the law enforcement and safety communities to address these priority areas. You should also review the paid media summary in this document.

**Task 3**

Review OHS's FY 2008 Annual Report also located at <http://ohs.delaware.gov/services/reports.shtml> . This will provide potential bidders with additional insight into our priority areas, our goals, whether or not the goals have been met, and the campaigns that we have conducted in a given year in an effort to impact our Top 5 Priority areas. You should also review the paid media summary in this document.

**Task 4**

Review information contained on OHS's website at [www.ohs.delaware.gov](http://www.ohs.delaware.gov) . This will provide you with more background information on what OHS does and how we do it as well as give you appropriate insight to the age groups we are targeting to affect a behavior change.

**Task 5**

Review NHTSA's 2009 National Communications Plan to determine priority areas and how they overlap with OHS's priority areas found in the HSP and Annual Report. The Plan can be found on a companion NHTSA website at <http://www.stopimpaireddriving.org/CommPlan2009.pdf>

**Task 6**

Review information from the 2008 Communications Forum found at <http://www.trafficsafetymarketing.gov/tools.cfm?tool=E%2DMarketing&page=2008%20Strategic%20Communications%20Forum%2C%20Marina%20del%20Rey%2C%20CA>

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PROPOSAL INFORMATION (cont'd.)

**E. Tasks For Submitting the Bid:**

**Task 1**

Upon completion of all previous tasks, provide a draft work plan to meet OHS's communication and public information needs. Provide any suggestions for new or unique ideas you feel OHS should consider and you would be able to implement if you were to be the successful bidder. (Tab 2 under Format)

**Task 2**

Upon completion of all previous tasks, provide a draft plan for one of OHS's public awareness campaigns. The plan should include a sample creative, sample media buy, and additional avenues for increasing awareness and changing behavior. (Tab 3 choose from list on pg 10)

**Task 3**

Provide additional samples of creative you have done for other state agencies, businesses, or organizations. Please highlight any experience you have producing materials for non-English speaking audiences, and provide samples of same. (Tab 5)

**Task 4**

Provide a list and description of all services your firm offers in house, and services you typically outsource. (Tab 6)

**Task 5**

Adhere to the guidelines listed under Required Format for Submission of Proposals. This section of the RFP lists additional information such as a detailed Cost Summary that is required to submit a bid for this project.

**\*Additional tasks that the successful bidder will be required to perform:**

**Task 1**

Coordinate all campaign implementations with the Office of Highway Safety's Community Relations Officer.

**Task 2**

Evaluate campaign effectiveness.

**Task 3**

Review OHS's current marketing/communication strategy and assist the Community Relations Officer in making appropriate changes to create a realistic & effective marketing/communications strategy for the Office of Highway Safety.

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PROPOSAL INFORMATION (cont'd.)

**Task 4**

Assist Community Relations Officer with preparing Paid Media Summaries for the HSP and Annual Report as required by federal guidelines. Successful bidder will keep detailed records regarding reach, frequency, GRP's, impressions and circulation for all media buys.

**Task 5**

Assist OHS in preparing documents for its Highway Safety Conference including booklets, save the date materials, and database email blasting and tracking.

**F. TIMETABLE**

- **Pre - Bid Meeting (July 8 10 a.m. – conference room of the Dept. of Safety and Homeland Security, Blue Hen Corporate Center, Dover)**
- **Proposals due – August 5<sup>th</sup>, 2009 - 2 p.m.**
- **Proposal Review – Week of August 10**
- **Oral Presentations – Week of August 10**
- **Proposal Selection – Week of August 10**
- **Notification of Selected and Non Selected Bidders – end of September**
- **Work Begins – October 1st**

**G. AVAILABLE FUNDS**

For the purposes of preparing this proposal, the maximum amount of money currently available for this proposal is **\$1,110,000.00**. This funding will come from federal funds allocated for the Federal Fiscal Year 2010, which begins October 1, 2009. Consultants should not create a proposal with secondary options describing what can be done based on the potential for additional funding. Consultants are to use the allocated amount of **\$1,110,000.00** as their guide. The availability of additional funding after the contract period begins is dependent upon the approval of such funds by the federal government (National Highway Traffic Safety Administration). Should additional funding become available, acceptance of a proposal based on the above listed Available Funds, and the negotiation of a contract with a successful bidder based on their proposal, will not preclude OHS from adding additional funds and projects to the contract so long as the overall scope of the project does not change.

The successful bidder should be advised that the federal government does not often provide its full funding allocation to the Office of Highway Safety on October 1<sup>st</sup>. Therefore, the successful bidder must be prepared to work at times without being re-imbursed within 30 days for work completed until OHS's funding allotment for a particular project has been received. By submitting a proposal response to this RFP, you are acknowledging to OHS that this will not be a problem.

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REQUIRED FORMAT FOR SUBMISSION OF PROPOSALS

**A. COMPILING THE PROPOSAL**

Proposals must be submitted with labeled tabs or labeled colored divider sheets as described in the paragraphs below. Any other information thought to be relevant, but not applicable to these categories, should be provided as an appendix to the proposals. If publications are supplied by consultants to respond to a requirement, the proposal must reference the document number and page number(s). Proposals not providing this reference will be considered to have no reference material. It is recommended that bidders not use 3-ring binders as the rings have been known to shake loose during transport and in that event, papers may become mixed up.

**Once a contract is awarded, all information in the successful and unsuccessful RFP's bids is considered public information.** If there is information that Consultants consider proprietary, it should be stamped as such. If a request is made to view the successful RFP, the Department of Safety and Homeland Security's representative in the state Attorney General's office will review all material in the RFP stamped proprietary, and issue an opinion on that material. Please be aware that material stamped proprietary may not necessarily be ruled proprietary in the end by the AG's office. Examples of information that have, in the past, been deemed **not** to be proprietary includes the Estimated Cost Proposal and the personalized cover letter.

**FORMAT**

**COVER LETTER**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter shall briefly summarize the bidder's ability to provide the products specified in the RFP and any other value-added services(s) not specifically requested.

The cover letter must be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Office of Highway Safety.

**TAB 1 - TABLE OF CONTENTS**

**TAB 2 - DESCRIPTION OF PROPOSED EFFORT TO BE UNDERTAKEN**

Include a general narrative description of the proposed effort. The narrative should follow a logical order from the beginning of the project to the end, and include any innovative ideas that Consultant would implement to manage all of OHS's public awareness campaigns.

Additionally, describe specifically how the objectives listed in Proposal Information (pgs. 8 – 9) will be achieved through a logical, innovative and rational plan. The plan should include a detailed plan for evaluation, the use of market research that is preferred, preferred formats of paid media advertising – including any innovative uses of web-based advertising (highlight any experience in this area here). Also include information on tailoring campaigns to address differences in driving behavior among DE's three counties, language differences, successes with social media outreach, public relations events or utilizing partnerships to increase message reach, especially among younger audiences, as well as any new or unique ideas that you would implement as the successful bidder that OHS is not currently using.

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REQUIRED FORMAT FOR SUBMISSION OF PROPOSALS (cont'd.)

**TAB 3 - WORKPLAN FOR SELECTED OHS CAMPAIGN**

For Task 2 (page 10) when providing a plan regarding how you would conduct one of OHS's campaigns, your narrative should also include a description of the target audience, how that audience was determined, types of materials/deliverables proposed for production, and an evaluation plan.

**TAB 4 - ESTIMATED COST PROPOSAL**

The information requested in this section is required to support the basis for the proposed cost of the Consultant. Project funds available are to be used as estimating guidelines.

For purposes of planning a response to this proposal, while the full amount of the RFP is **\$1,110,000.00** the funds must be allocated to certain projects in the following manner. You may choose one of the listed campaigns for the work plan example needed in Tab 3, utilizing the funding allocated to support your strategy.

\$350,000 for the Checkpoint Strikeforce 2010 campaign and other impaired driving mobilizations (St. Patrick's, New Year's, Halloween)

\$170,000 for the Stop Aggressive Driving (speed focused) campaign

\$225,000 for Click It or Ticket

\$60,000 for Walk Smart Pedestrian Campaign

\$120,000 for Ride Smart Motorcycle Safety Campaign

\$20,000 for Bicycle Safety Campaign

\$25,000 for Tween Seat Belt Safety Campaign

\$20,000 for Distracted Driving Campaign

\$60,000 for Evaluation of 10 years of Delaware's Graduated Driver Licensing Law

\$60,000 for Underage Drinking Campaign

The estimated cost proposal should include breakdowns of cost in the following broad categories: Account Management, Public Relations, Media Buys, Evaluation, Market Research, Creative, Production (t.v, radio, outdoor, print, internet) and Collateral Materials. It is acceptable to designate percentages regarding the amount of each campaign's budget will go toward items such as account management, media buys, evaluation, etc.

For purposes of preparing this proposal, the total cost to the State for actual work performed, products purchased and services provided under this contract shall be based on the work plan agreed upon at a total cost not to exceed **\$1,110,000.00**. Should additional funding become available, acceptance of a proposal based on the above listed Available Funds, and the negotiation of a contract with a successful bidder based on their proposal, will not preclude OHS from adding funds and projects to the contract so long as the overall scope of the project does not change.

Please consider the cost of any possible changes, additions, or man-hours worked, which are unforeseen at the time of the RFP, when calculating cost of project to be listed on this proposal. Any such changes should be allowed for in order that the total cost of project does not exceed **\$1,110,000.00**, or the limit of each campaign or program area listed above.

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REQUIRED FORMAT FOR SUBMISSION OF PROPOSALS (cont'd.)

**TAB 5 – SAMPLES OF CLIENT CREATIVE & CLIENT LIST**

Include samples of creative that are representative of the style of work you do for your clients. The Review Committee will use these samples to determine if such work would be appropriate for use by OHS. Additionally, provide a list of clients that you would like the Review Committee to know about, particularly any clients who may do any work related to traffic safety.

**TAB 6 - CONSULTANT TEAM QUALIFICATIONS & ACCOMPLISHMENTS**

Include resumes, and other pertinent background information for each team member who will be assigned to this project. Proposals must describe how the team members' academic, professional and/or educational experiences relate to the project to be undertaken.

Other accounts that bidding firms are working on or anticipate working on must not interfere with the firm's ability to complete any project for OHS. The amount of time each team member expects to devote to this campaign should be listed in the proposal. Additionally, each bidding firm must designate one person to be the Account Manager in the RFP. This person will be the primary point of contact with OHS if they are the successful bidder.

The consultant team should possess research and strategic planning skills, as well as considerable in-depth, and hands on experience in the creation and implementation of public information and awareness campaigns. Experience with web-based advertising is preferred. Experience in the area of traffic safety is preferred.

Responses should contain examples or sample products of any relevant campaigns, publicity, advertising, and public relations skills, as well as implementation skills, and any other applicable documentation.

Bidders should provide a list and description of all services their firm offers in-house, and services that are outsourced in this section. Bidders should have adequate capacity in terms of staff and resources to handle multiple campaigns at one time.



**Modifications:**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response, and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals. However, the State reserves the right at any time to ask for clarification and/or technical information from any and all applicants submitting proposals.

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REQUIRED FORMAT FOR SUBMISSION OF PROPOSALS (cont'd.)

**B. SUBMISSION OF PROPOSAL TO OHS**

Proposals must be submitted in writing and respond to the items outlined in this RFP using the requested format. The State reserves the right to reject any non-responsive or non-conforming proposal.

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Each proposal must be submitted with six (6) copies in a sealed envelope conspicuously labeled **“sealed proposal – State of Delaware –RFP for Full Service Public Relations Firm Contract SHS-09-028-PubRelatns.”**

Proposals may be hand delivered to the Division at the address (b) listed below. Proposals forwarded by U.S. Mail shall be sent first class to the address listed (a) below. Proposals forwarded by delivery service other than U.S. Mail must be delivered to address (b) listed below:

- A. U.S. Mail (***not recommended***): Department of Safety and Homeland Security  
Secretary's Office - Central Fiscal Office  
P.O. Box 818  
Dover, Delaware 19903
  
- B. Other Delivery: Department of Safety and Homeland Security  
Blue Hen Corporate Center  
Office of the Secretary, Attn: Central Fiscal Office  
655 South Bay Road, Suite 5N  
Dover, Delaware 19901

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

The Public Bid Opening will be held on the same date and time as the deadline for receipt of proposals. The Public Bid Opening will be conducted in the Cabinet Secretary's conference room for the Department of Safety and Homeland Security.

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CRITERIA FOR SELECTION OF PROPOSALS/PROPOSAL REVIEW PROCESS

**1. Proposal Review Committee:**

The Proposal Review Committee shall review all proposals submitted in response to the RFP. The Committee shall be comprised of representatives from the Office of Highway Safety and other agencies. The Committee shall determine the firm that best meets the minimum requirements pursuant to selection criteria and procedures established in 29 Del. C. § 6981, 6982, and the RFP.

The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the awards to the Secretary of the Department of Safety and Homeland Security, who shall have final authority subject to the provisions of this RFP and 29 Del. C. §6982 and 6986 to award a contract to the successful firm in the best interest of the State of Delaware.

**2. Proposal Selection Criteria:**

The Proposal Review Committee shall assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the proposing firms. All assignments of points shall be at the sole discretion of the Committee.

The proposals shall contain the essential information from which the award decision will be made. The information required to be submitted in response to this RFP has been determined by the Proposal Review Committee to be essential for use by the committee in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Review Committee's consideration for award. Proposals that do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the committee.

**The Committee reserves the right to:**

- ◆ Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- ◆ Waive or modify any information, irregularity, or inconsistency in proposals received.
- ◆ Request modifications to proposals from any or all contractors during the review and negotiation.
- ◆ Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time.

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CRITERIA FOR SELECTION OF PROPOSALS/PROPOSAL REVIEW PROCESS (cont'd)

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Committee to evaluate proposals.

	<u>Weight</u>
Soundness & Innovativeness of Approach (Tab 2)	30 pts.
Work Plan/Implementation (Tab 3)	30 pts.
Cost (Tab 4)	20 pts.
Samples of Creative (Tab 5)	20 pts.
Personnel & Research Organization Qualifications (Tab 6)	10 pts.
Format of Proposal	<u>5 pts.</u>
Total	115 pts.

Consultants may be required to make an oral presentation of their proposal if in the opinion of the panel it becomes necessary for the purpose of making a final selection.

**A. Soundness and Innovativeness of Approach - 30 pts.**

Based on Tab 2 – Description of Proposed Effort. Emphasis here is on method for managing the work. Proposals should reflect anticipated problems, if any, contingencies, etc., and ability to succeed. Of particular importance will be the Consultant's ability to utilize a creative and innovative approach to achieve behavior change. Reviewers will look at Consultant's understanding of the objectives of the Office of Highway Safety and how the proposed work will meet those objectives. Information presented in Tab 2 will assist Reviewers in determining if the bidder is proposing a sound and logical plan to manage all of OHS's campaigns.

**B. Implementation - 30 pts.**

Based on Tab 3 – Work Plan. The panel will evaluate the Consultant's methods for putting described efforts into practice, the practicality of the anticipated results, and the soundness of measuring and analyzing results.

**C. Cost – 20 pts.**

Based on Tab 4. While the proposal may be awarded to the successful bidder based on criteria which do not include price; the panel will consider cost as a factor in the awarding of the contract. Specifically, the panel will look at how much of each budget is allocated for account management, vs. actual product such as media buys, and how much is allocated toward market research and evaluation. Disproportionate amounts of the budget going toward account management will not be looked upon favorably by the review panel.

**E. Samples of Creative Work – 20 points**

Based on Tab 5. The panel will evaluate samples of creative to determine if the style is appropriate for use by OHS.

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(CRITERIA FOR SELECTION OF PROPOSALS/PROPOSAL REVIEW PROCESS (cont'd))

**F. Personnel and Research Organization Qualifications - 10 pts.**

Based on Tab 6. Evaluations are based on the qualifications of proposed personnel measured by education and experience, with particular reference to experience on work similar to that described in the RFP.

The consultant organization will be evaluated based upon the capability of Consultants to meet the terms of the RFP, experience with using evaluation tools and market research in campaigns, plus the related studies or projects recently completed by the Consultant's organization which demonstrates expertise in accomplishing similar work. Consultant should have adequate capacity in terms of staff and resources to handle multiple campaigns on behalf of OHS at one time.

**G. Format of Proposal - 5 pts.**

Consultants are required to prepare and submit their proposal in the prescribed format.

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SPECIAL PROVISIONS B

**NOTE: The special provisions supercede the general provisions.**

1. CONTRACT PERIOD:

The contract shall be valid for from the October 1, 2009 to September 30, 2010. An option to renew this contract for an additional six years at one-year increments may be exercised by mutual agreement of the parties.

2. PRICES:

Prices and/or rates will remain firm for the term of the contract.

The pricing policy that you choose to submit must address the following concerns:

- A. The structure must be clear, accountable and auditable.
- B. It must cover the full spectrum of services required.
- C. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

3. PRICE ADJUSTMENT:

If agreement is reached to extend this contract for the subsequent optional years, the Office of Highway Safety shall have the option of offering a determined price adjustment.

4. FUNDING OUT:

The continuation of this contract is contingent upon funding appropriated by Congress.

5. BOND REQUIREMENT:

- A. BID BOND: NOT REQUIRED
- B. PERFORMANCE BOND: NOT REQUIRED

6. MANDATORY INSURANCE REQUIREMENTS:

Certificate of Insurance and/or copies of insurance policies are waived. However, the successful bidder must have its own insurance carrier and must be able to produce insurance certificates if requested.

7. STATE OF DELAWARE BUSINESS LICENSE:

Prior to receiving an award, the successful contractor shall either furnish the Division of Support Services with proof of State of Delaware Business Licensure or initiate the process of application

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SPECIAL PROVISIONS B (cont'd.)

where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8650 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

8. HOLD HARMLESS:

The successful contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful offeror, its employees, and invitees on or about the premises and which arise out of the successful offeror's performance, or failure to perform as specified in the Agreement.

9. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent service on the open market. Any difference in cost between the contract prices herein and the price of open market service shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market services can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

10. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

11. EXCEPTIONS:

Offerors may elect to take minor exception to the terms and conditions of this RFP. The Office of Highway Safety shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Office of Highway Safety must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. The Office of Highway Safety reserves the right to consider or reject exceptions filed by offerers.

12. BILLING:

The successful contractor is required to "Bill as Performed" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

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SPECIAL PROVISIONS B (cont'd.)

13. PAYMENT:

The Office of Highway Safety will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. Invoices should be sent to OHS based on payment schedule to be developed by contractor and approved by OHS. Ultimately payment of invoices is dependent upon the allocation of funding by state or federal government. The successful bidder should be prepared to wait for payment from time to time until OHS's allotment of funding arrives.

14. PROPOSAL/CONTRACT EXECUTION:

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Office of Highway Safety.

15. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

16. SCHEDULE FOR PERFORMANCE OF WORK:

All work described in these specifications must be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

17. TIME OF PERFORMANCE:

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

18. CONTRACTOR RESPONSIBILITY:

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, must be clearly identified in the financial proposal.

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SPECIAL PROVISIONS B (cont'd.)

19. PERSONNEL:

- A. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- B. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

20. TERMINATION OF P.O.'s:

- A. Termination for Cause If, for any reasons, or through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Agency shall thereupon have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- B. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency. If the P.O. is terminated by the Agency for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.
- C. If the P.O. is terminated due to the fault of the contractor, Paragraph 21A hereof relative to termination shall apply.

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SPECIAL PROVISIONS B (cont'd.)

21. ELIGIBLE WORK ACTIVITIES:

The following are activities that shall be reimbursable under this contract to the extent that they meet the requirements of this contract:

- A. Travel for purposes of additional data collection, consultation with private, state, and federal personnel, and other purposes consistent with this contract. Eligible costs include charges for transportation by common carrier, mileage, tolls, lodging, meals, and other costs provided for by state law subject to the following conditions:
  - i. Receipts shall be provided for all travel-related costs for travel outside of Delaware as required by the State Division of Accounting.
- B. Procurement of reports or other printed materials and reproduction of materials; and
- C. Staff time involved in research, review, and in preparation of reports and comment letters, including the employment of temporary and/or part-time assistance, other than subcontracts for said purpose.

22. CONSULTATION AND REPORTING:

The Contractor shall submit financial and narrative progress reports at the completion of each task. The time and form of such reports will be prescribed by the State. The Contractor shall maintain the following records for those reports:

- A. File memos on meetings, site visits, and other activities;
- B. Time records and narrative documentation arranged on a monthly basis covering the work required under this contract in the form prescribed by the State; and
- C. Mileage and travel expense records, meals, salary information and such other data as are necessary to document and substantiate the contractor charges. Such records shall be kept at the office of the Contractor and made available for review or audit on behalf of the State.

23. CHANGES:

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

24. INTEREST OF CONTRACTOR:

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing

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services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

25. PUBLICATION, REPRODUCTION AND USE OF MATERIAL:

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

26. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

27. COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

28. GRATUITIES:

A. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

B. In the event this contract is terminated, the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to

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any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

29. AFFIRMATION:

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

30. AUDIT ACCESS TO RECORDS:

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency shall inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

31. TERMINATION OF CONTRACT:

- A. Termination for Cause - If, for any reasons, or through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- B. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished

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documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

32. REMEDIES:

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

33. AMENDMENTS:

This contract may be amended, in writing, by mutual agreement of the parties.

34. SUBCONTRACTS/OUTSOURCING:

Subcontracting/Outsourcing is permitted under this RFP and contract. The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

35. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- A. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- B. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

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SPECIAL PROVISIONS B (cont'd.)

36. CONFIDENTIALITY:

Specific attention should be given to the identification of those portions of your proposal that you deem to be confidential or proprietary information that should not be disclosed under the Delaware Public Information Act. Bidders are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether information may be or must be divulged to the party. Please be advised that past requests have found the opening letter, cost breakdown, and time commitment your agency provides to other clients Not to be proprietary.

37. CONTRACT DOCUMENTS:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any bidder. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- |                                     |                         |
|-------------------------------------|-------------------------|
| A. Contract                         | E. Proposal             |
| B. Request for Proposal             | F. Purchase Order       |
| C. Specifications or Scope of Work  | G. Special Instructions |
| D. Definitions & General Provisions |                         |

38. ASSIGNMENT:

This contract cannot be assigned except by express written consent from the Cabinet Secretary, Department of Safety and Homeland Security, of the State of Delaware.

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GENERAL PROVISIONS

1. REQUEST FOR PROPOSAL: See "Definitions"
2. INTERPRETATION OF ESTIMATES:
  - A. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item, as may be deemed necessary or expedient, during the period of the contract.
  - B. An increase or decrease in the quantity for any items is not sufficient ground for an increase or decrease in the unit price.
3. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications as to any detail, or the apparent omission from it or detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the vendor.
4. EXAMINATION OF SPECIFICATIONS AND PROVISIONS: The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.
5. PREPARATION OF PROPOSAL:

The bidder's proposal shall be written in ink or typewritten on the form provided.
6. PRICES QUOTED:

The prices quoted are those for which the material will be furnished F.O.B. Destination Freight Prepaid and include all charges that may be imposed during the period of the contract.
7. DISCOUNT: No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).
8. SAMPLES OR BROCHURES: Samples and/or brochures may be required by the Agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

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GENERAL PROVISIONS cont'd

1. DELIVERY OF PROPOSALS: Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals may be hand delivered to the Division at the address (b) listed below. Proposals forwarded by U.S. Mail shall be sent first class to the address listed (a) below. Proposals forwarded by delivery service other than U.S. Mail must be delivered to address (b) listed below:
  - A. U.S. Mail (**not recommended**): Department of Safety and Homeland Security  
Secretary's Office - Central Fiscal Office  
P.O. Box 818  
Dover, Delaware 19903
  - B. Other Delivery: Department of Safety and Homeland Security  
Blue Hen Corporate Center  
Office of the Secretary, Attn: Central Fiscal Office  
655 South Bay Road, Suite 5N  
Dover, Delaware 19901

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

2. WITHDRAWAL OF PROPOSALS: A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.
3. PUBLIC OPENING FOR PROPOSAL: Proposals will be opened publicly and read at the place designated by the Agency on the date and hour set in the proposal. Only the names of bidders will be read at this time. Bidders or their authorized representatives are invited to be present.
4. DISQUALIFICATION OF BIDDERS: Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:
  - A. More than one proposal for the same contract from an individual, firm or corporation under the same or different names. More than one proposal is acceptable if bidder represents more than one manufacturer or material.
  - B. Evidence of collusion among bidders.
  - C. Failure to return the NON-COLLUSION STATEMENT provided near the end of this package with the bid or proposal. The bid or proposal marked "Master" or "Original" must have handwritten signatures. Signature stamps or photocopies of this form are not acceptable for the master proposal. Photocopies of the form may be used in any additional copies of the bid or proposal.
  - D. Unsatisfactory performance record as evidenced by past experience.

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GENERAL PROVISIONS

- E. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis value.
- F. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- G. Non-attendance of mandatory pre-bid meetings shall be cause for disqualification.

SECTION B – AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

- A. After the proposals have been opened and an award has been made the results will be made available to the public.
- B. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgement of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY: Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all of the materials to be used in the contract together with such samples as may be required for the purpose of testing.

3. AWARD OF CONTRACT: Within ninety days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

- A. The bidder to whom the award is made shall execute a formal contract and furnish good and sufficient bond within twenty days after date of official notice of the award of contract.
- B. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lower qualified bidder of the work or readvertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND:

- A. Successful bidders shall furnish bond to the State of Delaware for the benefit of the Agency with surety in the amount of 100 percent of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.

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GENERAL PROVISIONS cont'd.

- B. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.
6. **WARRANTY:** The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.
7. **THE CONTRACT(S):** The contract(s) with the successful bidder(s) will be executed with the Department of Safety and Homeland Security, acting for all participating agencies.
8. **INFORMATION REQUIREMENT:** The successful bidder(s) shall be required to advise the Department of Safety and Homeland Security, Office of Highway Safety of the gross amount of purchases made as a result of the contract.

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:** On all questions concerning the interpretation of specifications, the acceptability and quality of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.
2. **LAWS TO BE OBSERVED:** The contractor is presumed to know and shall strictly comply with all National, State or County Laws, and City or Town Ordinances and Regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.
3. **PERMITS AND LICENSES:** All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.
4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**
- A. The contractor shall provide for the use of any patented design, device, material or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- B. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

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5. EMERGENCY TERMINATION OF CONTRACT:
- A. Due to restrictions that may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- B. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within reasonable time, the incomplete portions of work may be canceled, or the contract may be terminated.
6. TAX EXEMPTION:
- A. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- B. Any material that is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). The contractor shall pay all transportation charges. Each bidder shall take his exemption into account in calculating his bid for his work.
7. OR EQUAL (PRODUCTS BY NAME): Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance, and endurance qualities of the material offered is equal or superior to that specified.
8. BASIS OF AWARD: The Department of Safety and Homeland Security, Office of Highway Safety will award this contract to the bidder(s) which in their judgement best serves the interest of the State of Delaware. Personnel with experience and technical background may be utilized by the Department of Safety and Homeland Security, Office of Highway Safety in making judgement. In case of error in price extension, the unit price(s) shall prevail.
9. INVOICING: After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures.

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SECTION D – EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS: During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees to follow:
  - A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; lay-off or termination rates of pay or other forms of compensation; and selection for training; including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
  - B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment with regard to race, creed, color, sex, age, or national origin.
  - C. The term “contractor for public works” means construction, reconstruction, demolition, alteration and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies, or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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**PROPOSAL REPLY SECTION**

**Please fill out the attached forms fully and completely and return to the address below by 2 p.m. EST Wednesday August 5, 2009 at which time proposals will be opened.**

**Department of Safety and Homeland Security**  
Blue Hen Corporate Center  
Office of the Secretary, Attn: Central Fiscal Office  
655 South Bay Road, Suite 5N  
Dover, Delaware 19901

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all offerors are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**



**CONTRACT NO: SHS-09-028-PubRelatns**  
**TITLE: Full Service Public Relations Firm**  
**OPENING DATE: 2 p.m. EST Wednesday August 5, 2009**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Office of Highway Safety.

**It is agreed by the undersigned offeror that the signed delivery of this bid represents the offeror's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.**

**NOTE:** Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Public Safety.

COMPANY NAME \_\_\_\_\_ (Check One)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

(Please type or print)

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS OF COMPANY \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS:  (Please circle)	<u>Women</u>	Yes	No	<u>Minority</u>	Yes	No	<u>Disadvantaged</u>	Yes	No
	<u>Business</u>			<u>Business</u>			<u>Business</u>		
	<u>Enterprise</u>			<u>Enterprise</u>			<u>Enterprise</u>		
	<u>(WBE)</u>			<u>(MBE)</u>			<u>(DBE)</u>		

**THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED FOR YOUR BID TO BE CONSIDERED**

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires \_\_\_\_\_

State of \_\_\_\_\_

City of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC