



**MARYLAND TRANSIT ADMINISTRATION**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor  
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

TO: All Planholders  
FROM: Maryland Transit Administration  
SUBJECT: **ADDENDUM NO. 1**  
**Contract No.: MTA-1376 A-C**  
DATE: July 29, 2013

Enclosed and effective this date is Addendum No. 1 to the subject Contract. This change does not delay the closing date for receipt of proposals of **August 8, 2013, 2:00 P.M. local time.**

A conformed copy of the revised specification sections is attached. A list of the changes made to this solicitation is attached to this Addendum. Also attached are MTA's responses to vendors' questions.

The Offeror shall acknowledge receipt of this Addendum by completing and returning this form with the proposal package.

All other terms and conditions remain unchanged.

Sincerely,



*for* Richard Owens, Procurement Officer  
Professional Services/Construction/Installation Section  
Procurement Division

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Acknowledgement of receipt of ADDENDUM # 1 to Solicitation #MTA-1376 A-C

Vendor Name: \_\_\_\_\_

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Authorized Representative's Signature

Date

ADDENDUM NO.: 1  
DATE: 07/29/13  
CONTRACT NO.: MTA1376 A-C

The following additions, deletions, and modifications are hereby made a part of the Contract Documents of MTA Communications and Marketing Outreach Services, Contract No.: MTA-1376 A - C.

Item No.	Page	Modification
<b>I. CONTRACT DOCUMENT</b>		
1	RFP Cover Page	Added language - "Disadvantaged Business Enterprises are encouraged to respond to this solicitation. Contractors are encouraged to contact the Disadvantaged Business Enterprise Financial Institutions".
2	Page 11	<b>40. Offeror Responsibilities – (4<sup>th</sup> line)</b> To read: "Additional information regarding DBE/MBE subcontractors is provided under paragraph 32 above."
3	Page 16	<b>11. Account Team</b> - Should read "The Offerors shall assign an Account Supervisor and Account Executive dedicated to the MTA and shall be available on demand to the MTA."
4	Page 20	<b>Section D Secondary Competition</b> - Should read: The three Offerors with the highest overall evaluations ....".
5	Page 28	<b>14. Qualifications</b> – Should read: "This section must document and certify with specificity how your agency has met all qualifications, <b>as specified in the Scope of Services.</b> "
<b>GENERAL CONDITIONS OF SERVICE CONTRACT</b>		
6	Section 34, E	The following language added: "The Contractor shall not terminate a DBE subcontractor for convenience and then perform the work of the terminated subcontractor with its own forces or those of an affiliate, without the prior written consent of the procurement officer." <b>NOTE:</b> All following pages included due to pagination.

Also attached are the answers to contractors' questions.

**STATE OF MARYLAND**

**MARYLAND DEPARTMENT OF TRANSPORTATION**

**MARYLAND TRANSIT ADMINISTRATION (MTA)**



**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**MTA Communications and Marketing  
Outreach Services**

**CONTRACT NO. MTA -1376 A-C**

**ISSUE DATE: June 24, 2013**

**Disadvantaged Business Enterprises are encouraged to respond to this solicitation. Contractors are encouraged to contact the Disadvantaged Business Enterprises Financial Institutes.**

considering technical, oral, and financial factors, as outlined in greater detail in this RFP under Part II “Scope of Services”, Part III “Responses to the RFP”, and Part IV “Proposal Evaluations”.

The MTA reserves the right to participate in separate, cooperative advertising campaigns with marketing partners, if such opportunities become available. The Offeror will not be entitled to receive commissions on any production or media advertising placed through such separate cooperative arrangements. The MTA reserves the right to enter into separate contracts to place media advertising directly or through separate statewide media-buying contracts. The Offeror will not be entitled to receive commissions on any media advertising placed directly by the MTA.

The MTA reserves the right to secure directly the services of third parties to perform any services secured under this Contract. The Offeror will not be entitled to payment in the form of commission or otherwise for any services performed by these third parties.

**39. Anticipated Procurement Schedule (*subject to change*)**

<b>RFP Issue Date</b>	<b>June 24, 2013</b>
<b>Proposal Inquiry Deadline (4:00 p.m.)</b>	<b>July 10, 2013</b>
<b>Pre-Proposal Conference (2:00 p.m.)</b>	<b>July 18, 2013</b>
<b>Closing Date for Receipt of Proposals (2:00 p.m.)</b>	<b>August 8, 2013</b>
<b>Oral Presentations (if necessary)</b>	<b>To be determined</b>
<b>Board of Public Works (BPW) review/approval</b>	<b>To be determined</b>
<b>Notice to Proceed</b>	<b>To be determined</b>

**\*Above dates are tentative and may change at a moment’s notice.**

**40. Offeror Responsibilities**

The selected Offeror shall be responsible for rendering services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror’s proposal. Additional information regarding DBE/MBE subcontractors is provided under paragraph 32 above.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in Attachment 4 of this RFP.

- t. Event planning and implementation.
- u. Website hosting, design, development, maintenance and content management.
- v. Social media services
- w. Cartography services
- x. Focus Groups

9. Maintenance and Materials: The Offerors shall provide for appropriate storage and maintenance of all documents and materials produced for the MTA. The Offeror(s) shall ensure that the MTA's property is maintained at proper temperature, humidity and in good condition. The Offerors shall maintain a current inventory listing categorized by description, quantity, storage date and location of all documents and materials. All materials including broadcast outtakes, and unproduced footage concepts as well as print, radio and collateral jobs are the sole property of the MTA, and must be surrendered upon request. At the end of the contract, all documents and materials shall be returned to the MTA or transferred to a repository designated by the MTA.

10. Budget Status and Stewardship Reports: The Offeror shall provide quarterly reports to the MTA Director of Marketing (or as specifically requested) within twenty-eight (28) days of the close of the quarter. All reports shall be based on the State's fiscal year (July 1-June 30). These reports shall include, but may not be limited to, description and status of projects, monthly accounting for amount committed, amount spent, remaining balance, minority utilization and summaries of uncommitted balances under the contract. Vendor invoices for subcontracted goods and services, as well as media, will be submitted monthly as documentation for costs billed to the MTA. Problems, irregularities and late payments by either contractors or subcontractors for media shall be noted. The reports shall identify all projects.

The Offerors shall also provide an annual report, which will summarize the quarterly reports. Copies of all quarterly and annual financial reports shall be sent to the MTA Director of Audits, in addition to the Director of Communications and Marketing. The Offeror shall provide other reports, as requested, by the MTA Director of Communications and Marketing.

11. Account Team: The Offerors shall assign an Account Supervisor and Account Executive dedicated to the MTA and shall be available on demand to the MTA. The individuals assigned to the MTA account shall be responsible for the coordination of all communications and related activities and projects for MTA.

The Offerors shall assign, as required, a creative team consisting of a creative director, art director, graphic designer, copywriter and Internet/website design and content management team; a public relations coordinator; and a media team consisting of a separate director, media planner, and one or more media buyers.

The MTA reserves the right to approve or reject proposed personnel, personnel changes and/or proposed subcontractors. In this instance, said key staff personnel will be identified in the Agreement. If one or more of the aforementioned personnel becomes unavailable for continuation of the work assignment, the Offerors shall replace said individual(s) with personnel of substantially equal ability and qualifications. However, any changes to designated key staff personnel will require Offerors to provide MTA a

All invoices must bear the Contractor(s) Federal Employer Identification Number (FEIN), the relevant MTA Contract Number, and a copy of the approved cost estimate. The MTA will pay invoices only for actual costs that have been documented by the Contractor(s) and approved by the MTA. The Contractor(s) shall submit back-up documentation acceptable to the MTA to support the hours worked at the authorized contract hourly rates. For subcontracted work, the Contractor(s) shall submit the subcontractor's itemized invoices (approved by Contractor(s)) to the MTA designee along with the Contractor(s) invoice. Invoices will be due by the tenth of each month for charges incurred during the preceding month.

In the event of incorrect invoices, the entire month's billing will not be approved. The incorrect invoices will be returned to the agency for corrective action. The Contractor(s) will not be compensated for the additional time to correct and reprocess invoices. Invoices must cover all charges for the preceding month and not be older than forty-five (45) days. Media invoices must include publication invoice and tear sheets.

8. Prime Contractor Responsibilities: The prime contractor will assume sole responsibility for all work to be performed under any contract award resulting from this RFP. MTA will consider the prime contractor to be the sole point of contact, with regard to contractual matters.
9. Ownership of Materials: Ownership of all data, original artwork, film, videotape, photography and other materials and documentation originated and prepared for MTA pursuant to any contract resulting from this RFP shall belong exclusively to MTA. In the event that special events, such as conferences, trade shows or other promotional efforts, produce income under the execution of this Contract, the Offeror is required to submit, a monthly, detailed accounting of all income and expenses.

#### **D. Secondary Competition**

The three Offerors with the highest overall evaluations will each be awarded contracts and will be designated as Contractors "A", "B" and "C" respectively. The designated MTA representative will be responsible for developing scopes of work and requesting task order proposals. Individual project tasks will vary in terms of size, schedule and complexity. A Task Order RFP (TORFP) will be issued to all Contractors to establish and define the specific disciplines required for the task. Each Contractor will be asked to submit technical and price responses for the given task. Based upon an evaluation of these proposals, a task order will be issued to either Contractor A, Contractor B or Contractor C to perform the specified work.

For each project task, each Contractor shall respond to the issued task order in writing within five (5) working days after receipt of a written request from the MTA. The response shall include a proposed work plan, subject to MTA approval, including: scope of services, person hour estimate, specific staffing, cost estimate, and schedule. Verbal authorization of "Notice to Proceed" by the MTA will be followed by written documentation within three (3) working days.

Tasks under these contracts will be individually authorized, and no services may be undertaken without an approved task order issued by the designated MTA representative.

- c. Tax revenues to be generated for Maryland and its political Subdivisions, as a result of this contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
  - d. Subcontract dollars committed to Maryland small businesses and Minority Business Enterprises (MBEs). Identification of these dollars should also be included under item "12a" above.
  - e. Other benefits to the Maryland economy that the Offeror believes will have a positive impact as a result of this contract. Describe the specific benefit and the value to the Maryland economy.
13. Financial Statement: The Offeror must submit financial statements covering the firm's last three (3) years of operation and audited in accordance with Generally Accepted Auditing Standards (GAAS) and presented in conformity with Generally Accepted Accounting Principles (GAAP).
14. Qualifications: This section must document and certify with specificity how your agency has met all qualifications, as specified in the Scope of Services.
15. Company Profile:
- a. Briefly describe your agency, including its organization by departments and numbers of on-staff employees.
  - b. Provide a statement of your agency's billings for the past two (2) years. Indicate if applicable, any growth, that was influenced by mergers or acquisitions. List the percentage of your volume represented by clients in the following billing categories:
    - (1) Under \$100,000
    - (2) \$101,000 - \$500,000
    - (3) \$501,000 - \$1,000,000
    - (4) Over \$1,000,000 - \$2,000,000
    - (5) Over \$2,000,000
  - c. Submit an example of your agency's standard project estimate form, media estimate, and calendar and production flowchart.
16. Required Information: The Offeror shall complete, sign and submit the following attachments with its Technical Proposal:
- a. Bid/Proposal Affidavit (Attachment 6).
  - b. Conflict of Interest Affidavit and Disclosure (Attachment 5).
  - c. Certification Regarding Lobbying (Attachment 7).
  - d. Certified DBE Utilization and Fair Solicitation Affidavit (Attachment 4).
  - e. DBE Participation Schedule (Attachment 4).

33. **DISPUTES**

This Contract shall be subject to the provisions of State Finance and Procurement Article Title 15, Subtitle 2 - Dispute Resolution of the Annotated Code of Maryland and COMAR 21.10 - Administrative and Civil Remedies. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

34. **REMEDIES AND TERMINATION**

A. **Termination for default**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the MDOT may terminate the Contract by written notice to the Contractor. The notice shall specify the acts of omission relied on as a cause for termination. All finished or unfinished supplies and services provided by the Contractor shall, at the MDOT's option, become the MDOT's property. The MDOT shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the MDOT can affirmatively collect damages. Termination, including determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR, Title 21.07.01.11.B.

B. **Termination for Convenience of the State**

The performance of work under this Contract may be terminated by the MDOT in accordance with this clause in whole, or from time to time in part, whenever the MDOT shall determine that such termination is in the best interest of the State. The MDOT will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination, including the determination of the rights and obligations of the parties shall be governed by the provisions of COMAR, Title 21.07.01.12.A(2).

C. **Obligations of Contractor Upon Termination**

Upon notice of termination as provided in paragraph A. and B. above, the Contractor shall:

- (1) Take immediate action to discontinue its work and demobilize its work force in an orderly manner so as to minimize the incurrence of costs.

- (2) Take such action as may be necessary to protect the property of the State of Maryland, place no further orders or subcontracts, assign to the MDOT in the manner and to the extent directed by the MDOT all of the rights, title and, if ordered by the MDOT, possession and interest of Contractor under the orders or subcontracts terminated.
- (3) Transfer title to the MDOT of all materials, equipment, data, drawings, specifications, reports, estimates and such other information accumulated by the Contractor in performing this Contract, for the cost of which the Contractor has been or will be reimbursed under this Contract.

D. **Remedies Not Exclusive**

The rights and remedies contained in this General Conditions are in addition to any other right or remedy provided by law, and the exercise thereof is not a waiver of any other right or remedy provided by law.

- E. The Contractor shall not terminate a DBE subcontractor for convenience and then perform the work of the terminated subcontractor with its own forces or those of an affiliate, without the prior written consent of the procurement officer.

35. **DELAYS AND EXTENSIONS OF TIME**

- A. The Contractor agrees to prosecute the scope of work or services continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any clause whatsoever during the progress of any portion of the work specified in this Contract.
- B. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

36. **GENERAL GUARANTY**

Neither the final acceptance of the work or payment therefore nor any provision in the Contract documents nor partial or entire use of the work by the MDOT shall constitute an acceptance of work not performed in accordance with the contract documents or relieve the Contractor of liability for any express or warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work, and pay

for any damage to other work resulting from defects in his work which shall appear within a period of one (1) year from the date of final acceptance of work, unless a longer period is specified. The MDOT will give notice of observed defects with reasonable promptness.

37. **PATENT INDEMNITY**

Contractor shall indemnify, protect and save harmless the State, its officers, agents and employees from all claims growing out of any patent or copyright infringements or claims thereof pertaining to any design, drawings, specifications or other patentable or copyrighted items used by the Contractor.

38. **GENERAL CONDITIONS PREVAILING**

In event of a conflict between these General Conditions and any other provisions of the Contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

39. **INCORPORATION BY REFERENCE**

All terms and conditions under the solicitation, any amendments thereto, are made a part of this Contract.

40. **MISCELLANEOUS**

For the purpose of these General Conditions, the words Contract and Agreement are synonymous.

41. **MARYLAND LAW PREVAILS**

The provisions of this Contract shall be governed by the Laws of Maryland.

42. **RESIDENT BUSINESS PREFERENCE**

- A. Contracts are subject to the applicable provisions of COMAR Title **21.05.01.04**, which authorizes that when awarding a contract by competitive bidding, the MDOT may give a preference to the lowest responsive and responsible bid from a Maryland firm over that of a non-resident firm if the State in which the non-resident firm is located gives a resident business preference.
- B. The preference given under this Section shall be identical to the preference, through law, policy or practice, given to its residents by the State in which the non-resident firm is located.
- C. This provision shall not apply if it conflicts with any Federal grant or regulation affecting this Contract.

43. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**

Contractor shall comply with the ADA, 42 USC §§ 12101 *et seq.* and applicable regulations. To the extent required by the ADA, Contractor's facilities, services, and programs shall be accessible to persons with disabilities. Contractor shall bear sole responsibility for assuring that its activities under this Agreement conform to the ADA. Contractor shall indemnify and hold the State harmless in any administrative proceeding or other action brought pursuant to the ADA for all damages, attorney fees, litigation expenses and costs, if such action or proceeding arises from the acts of Contractor, Contractor's employees, agents or subcontractors.

44. **PAYMENT OF STATE OBLIGATIONS**

- A. Payment to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- B. A proper invoice shall include a description of the items or services provided; the date the goods were received, or the inclusive dates the services were rendered; the Contract price(s); retention, if any; the basis for the billing; the Contract or purchase order number; the Contractor's Federal Tax Identification Number or Social Security Number; the name and address of the proper invoice recipient.
- C. In order to receive payment of interest, the Contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date of the amount on which the interest is claimed to have accrued. Interest may not be claimed for more than one year following the 31st calendar day after the date that a proper invoice was received, or on amounts representing unpaid interest, or if a claim has been filed under State Finance and Procurement Article Title 15, Subtitle 2 of the Annotated Code of Maryland.
- D. For the purpose of this Contract, an invoice amount will not be deemed due and payable if:
  - (1) The amount invoiced is inconsistent with the Contract;
  - (2) The proper invoice has not been received by the party or location specified in the Contract;
  - (3) The invoice or performance under the Contract is in dispute, or the Contractor has failed to otherwise comply with the provisions of the Contract;

- (4) The item or services have not been accepted;
- (5) The quantity of items delivered is less than the quantity ordered;
- (6) The items or services do not meet the quality requirements of the Contract.
- (7) The proper invoice for the progress payment, if applicable, has not been submitted according to the schedule contained in the Agreement;
- (8) All stipulated conditions for release of the retainage, if applicable, have not been met; and
- (9) Satisfactory documentation or other evidence reasonably required by the procurement officer or by the Contract administrator(s) concerning performance under the Contract has not been submitted by the Contractor.

45. **SUSPENSION OF WORK**

The procurement officer unilaterally may order the Contractor in writing, to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the State.

46. **PRE-EXISTING REGULATIONS**

In accordance with the provisions of Section **11-206** of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in COMAR, Title **21** State Procurement Regulations, in effect on the date of execution of this Contract are applicable to this Contract.

47. **RETENTION OF RECORDS**

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

48. **INSOLVENCY**

If the Contractor becomes insolvent, files a bankruptcy petition in any court, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, has a receiver appointed for assets, or ceases to conduct business, the Contractor shall be considered in default of the Contract. If any of these events occurs, the Contractor must immediately notify the procurement officer or designee.

**49. BOND ASSISTANCE PROGRAM**

Assistance in obtaining bid, performance, and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDF). MSBDF can directly issue bid, performance, or payment bonds up to \$750,000.

Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development  
Maryland Small Business Development Financing Authority  
217 E. Redwood St., 22<sup>nd</sup> Floor  
Baltimore, MD 21202 (410) 767-6359



**Communications and Marketing Outreach Services**

**Questions and Answers**

**Contract No. MTA-1376 A-C**

**July 18, 2013**

1. Can you provide more detail around the Regional transit security component of the RFP? Will the MTA and the agency be responsible for the program throughout the region (including communications efforts in DC and Northern Virginia), or only communications in Maryland? Will the effort require the development of new creative, or will it primarily be adaptation of existing program creative? What percentage of the total contract do you expect this effort to represent?

MTA is responsible to use the Transit Security Awareness grant funds for the entire Greater National Capital Region (MD, DC and Northern Virginia). It is unknown at this time if new creative development will be needed. TSA funding is estimated to represent 25% – 35% percent of the total contract.

2. Will payment for work for the Regional transit security component of the contract be under the same terms as other work for the MTA? Will there be a federal level of invoice approval that could delay payment?

Yes, there will be no delay in the payment of invoices.

3. Can you provide more detail around the application of the Hiring Agreement to professional services firms with highly defined job requirements? Will the agency be required to hire from the FIP applicant pool?

The section is not applicable for this solicitation.

4. Does the 16% DBE requirement apply to the full contract amount, including pass-through media expenditures, or only to non-media expenditures (agency fees/production/outsourced services)? To use a specific example, if a total expenditures for a campaign were \$1,000,000, including \$800,000 in net media costs and \$200,000 in fees and production, is the MBE requirement \$160,000 or \$32,000 (16% of \$200,000)?

No, applies to the total contract amount excluding pass through media expenditures.

5. Are there separate minority-owned/women-owned targets within the overall DBE target?

There are no sub-DBE goals on this contract.

6. Can you provide an example of cartography services the MTA will require?

MTA System Map Guide and MTA Visitor Ride Guide. Samples of these guides will be provided at the Pre-Proposal conference. They can also be found on the MTA website.

7. If the offeror chooses to partner with an sub-contractor to provide PR services, should the offeror include a bio from the sub-contractor in the Account Team section of the response?

Yes.

8. Does the requirement to have an Account Supervisor and Account Executive “dedicated” to the MTA mean that both must be exclusively assigned to the MTA—full time?

At least one (1) of the two (2) is required to be full time.

9. Under the task order system, will contractors be required to provide speculative work prior to assignment of task?

No. However, there could be rare occasions when speculative work is necessary.

#### 10. Sample Task Input questions

- a. How will you measure success and can you provide objectives/expectations (how many users, etc.)?

The objective is to educate and inform MTA Local Bus customers of this new technology and new service available. The measurement of success has several determining factors including the most important which is getting customers to use the real time service. Users are MTA Local Bus customers which is more than 60% of the MTA ridership.

- b. Can you provide demographic data on riders on the routes that will be part of the initial roll out?

The initial roll out will be throughout the MTA Local Bus service area targeting all local bus riders. These riders are a representation of any bus transit rider in cities like Baltimore and surrounding Maryland counties.

- c. What is the time frame for the campaign?

Late 2013 or early 2014

- d. Is there adoption research available from other systems that have implemented the system?

It is possible. Chicago Transit Authority, San Diego Metropolitan Transit System, Washington Metropolitan Area Transit Authority, and Green Bay Metro. There are a host of other transit agencies using this technology.

11. On page 11 under item 40, it states that information regarding DBE/MBE subcontractors is provided under paragraph 33. Does this refer to item 33 or paragraph 33?

The Paragraph should read 32, an Addendum will be issued.

12. On page 14, the task explaining basic research refers to current research in the area. What does this information include? Does it include both quantitative and qualitative?

Refer to #2 and #3 on page 14

13. On page 20 under section D, the first sentence refers to "two" Offerors. Is this supposed to read as "three" Offerors?

Yes, this should read three (3) offerors.. An Addendum will be issued.

14. On page 25 a list of personnel and requirements are included. If there is a member of our team that could be considered for more than one position, can they represent more than one position? Or, would MTA prefer one team member per position?

MTA has no preference but limit a staff member to no more than two (2) positions.

15. On page 30 under section F, there are three dollar values listed for the multiple awards. How will the scope of work differ among the three awards?

The scope of work will not differ among the three (3) awards as this contact is based on tasks orders. Three (3) awards will be given based on the three (3) top rated firms.

16. Page 9 32. Disadvantaged Business Enterprise

Are DBE and MBE used interchangeably here? And can MBE firms outside of MBE Media buying services be used to qualify for the DBE goals?

This is DBE only the MBE goal is not interchangeable due to the fact the DBE requirement is Federal Funds whereas MBE requirements is State Funds.: The firms must be registered as Disadvantaged Business Enterprise (DBE)..

**17. Page 17 C.1. Full Service**

Is this to discourage joint ventures or specialized agencies from submitting? Will full service agencies that will prospectively be awarded the contract sub-contract out the in-house services you list here? Are research and public relations the only services that can be sub-contracted?

Joint ventures or specialized agencies are permissible providing they meet the full service category. Refer to page 17 (C) #1. Full service agencies can sub-contract the in-house services. Research and public relations are not the only services that can be sub-contracted.

**18. Page 30 G. Subsequent Task Order Responsibilities**

Once the agencies have been awarded can you further explain your expectations for task order responses? How developed do responses need to be? Will they need to include a prospective media plan or spec creative to answer the task order?

Yes, detailed information on task orders will be provided once contracts are awarded. Refer to RFP for task order section for requirements. A prospective outline in most cases will be required. Speculative work will not be required. However, there could be rare occasions when speculative work is requested.

**19. Can the letters of recommendations come from current clients or must they be from previous clients?**

Previous or current within the last three (3) years

20. Under sample work, you mention that at least one example should be specific to the transportation environment for a new transit product. Does it have to be for a new transit product or can the campaign just be transit-related?

Either is acceptable.

21. Beyond filling out attachment 4 with our DBE partner, how much information from them should we include in the technical proposal? For example, should we include them in our staffing section? Include a campaign example that they created? Provide information about their company, etc.?

Yes to all

22. In section 12/Economic Benefit, are we basing the benefits off the highest possible contract dollar amount?

No, this is not the case. Please explain in your response the Economic Benefit Factors to be evaluated.

23. III.2 (C) requires that the agency be a "current member in good standing in the American Association of Advertising Agencies." We are not a member, but are a member of the American Advertising Federation (AAF) by choice. Is this acceptable? If not, why?

This is acceptable.

24. I am confused as to how the \$12,000,000, \$10,000,000 and \$5,000,000 will be adhered to if each of the three awarded agencies are going to bid on each project during the contract. Please explain.

The top three (3) rated firms will be awarded the above amounts. At this time \$27,000,000 is broken out as outlined and award amounts are up to the value stated.

Based on the Evaluation Criteria/Factors of the RFP, Pages 33 – 35. This will be the basis of award of the contracts.

25. Out of the \$27 million stated in the RFP, what dollar amount is designated for MTA marketing and what dollar amount is for the "If you see something, say something" transit awareness effort?

MTA: 30% - 45%

Transit Security Awareness: 25% – 35%

Percentages above are estimates as future dollar commitments are undermined at this time.

26. Based on the previous question, what percentage will be for media and/or direct costs and what percentage will be creative?

At this time this information is not known until tasks and projects are provided.

27. Who is/are the incumbent(s) for the current contract(s) covering the scope of work outlined in the RFP and are you happy with their performance? What efforts would you like to see improved?

Integrated Designs. Inc. is the incumbent. MTA is satisfied with their performance under the current contract. There are no improvements necessary at this time.

28. What challenges has the MTA faced over the past few years meeting the goals and objectives outlined in the RFP?

MTA has not faced any challenges.

29. Is it possible for the MTA to waive the membership requirement in the American Association of Advertising Agencies provided a firm meets the other requirements stipulated in the RFP, including but not limited to the capitalized billings requirements?

MTA can waive the membership requirement in the American Association of Advertising Agencies provided firms meets the other requirements stipulated in the RFP.

30. If an agency is not currently a member of the American Association of Advertising Agencies, can it still be considered if the firm agrees to join the Association upon award of the contract?

Yes

31. Are there sub-goals for the MBE requirements?

There are no **DBE** sub-goal requirements.

32. In terms of the sample task, can you provide any additional details regarding the RTIS project. Have you modeled this project on similar projects running in other cities?

Green Bay Metro, Chicago Transit Authority, San Diego Metropolitan Transit System and Washington Metropolitan Area Transit Authority

33. What is a "small puck" bus stop sign? If possible, kindly provide a picture of one.

A puck sign is a round bus stop sign approximately 6 – 10 inches in diameter. These signs will provide customers with information necessary to retrieve next bus arrivals (see photos). These puck signs will be placed at MTA bus stop along with the existing route bus stop signs.

34. How does the MTA define "Telemarketing." Are you requesting a vendor to manage telemarketing calls on the MTA's behalf? Or are you asking the selected agency to provide copy for same?

Both could be required

35. Can you please provide current ridership demographic statistics for your respective services?

Monthly and Weekday ridership data will be distributed at the Pre-Proposal conference.

36. What are the bond requirements for the contracts to be awarded under the terms of this RFP?

The bond requirements for this solicitation is not applicable.

37. Page 23, section 2C: States that the offeror must be a member of the 4A's.

While we are heavily involved in the efforts of the American Advertising Federation, we are not currently members of the 4A's, having found there to be very little return on the significant investment required. Would you be willing to suspend this requirement until the contract is awarded? In other words, can we renew if and when we have been awarded a contract?

Yes

38. Page 20 – D: "The two offers with the highest overall evaluations will be each be awarded contracts... "etc.

Correction: "The three offers with the highest overall evaluations will each be awarded contracts... "etc

- Can you confirm that you are looking for three offerors?

Yes

- Can one offeror to win more than one contract?

No. MTA is not accepting alternate or multiple proposals.

- Will the three contractors continue to have to compete for each task during the course of the contract, or will offeror A be given first right of refusal, followed by offeror B and so on?

Yes, the three (3) contractors will have to compete for each task as specified in the RFP.

39. Page 16: Section II Scope of Services, Example 8 W. Cartography services: Can you be more specific as to these services?

MTA produces various types of map for our customers. The MTA System Map guide is one of the largest map products used at MTA which necessitates the need for cartography services. Samples of this guide will be provided at the Pre-Proposal conference. The guide can also be found on the MTA website.

40. Page 28. #14 Qualifications: Can you please confirm that this is a typo and that the question refers to offeror requirements, and not project scope?

Please see attached Addendum No. 1 for response to the above mentioned question..

41. Page 27: Sample task: is the 20-page limit inclusive of spec creative?

No

42. Page 24: Past State Contract Experience and Sample Work Submission: Do we need to include MBE partner experience in addition to our own?

Past experience of the Prime Contractor of the Sub-Contractor should be submitted. Also this is a DBE Goal not a MBE goal.

43. Prior years and prior state RFP's have included bond requirements. Can you please confirm that there will be no bond requirement for this project?

The bond requirements for the services to be rendered under this solicitation is not applicable.

## Puck Sign Sample

