



ROADS AND TRAFFIC AUTHORITY
OF NEW SOUTH WALES

REQUEST FOR PROPOSAL

PAID MEDIA PLANNING AND STRATEGY SERVICES – 2007

RFP REFERENCE NUMBER: 07.2920.0003

1.0 INTRODUCTION

- 1.1 The RTA invites proposals from organisations interested in providing planning and strategy services for paid media ("the Services") to the RTA.
- 1.2 This Request For Proposals ("RFP") invites the preparation and submission of a proposal by suitable applicants ("Proponents"), outlines the selection process and sets out details of the Services to be undertaken by the successful applicant ("Contractor").
- 1.3 The RTA anticipates that one (1) Contractor will be selected to undertake Services for approximately three (3) years from June 2007, with an RTA option to extend by one (1) year beyond that point.
- 1.4 The RTA requires its media planning and strategy Contractor to behave in an ethical manner, specifically in relation to the receipt of commissions in whatever form. Failure of an agency to act in an ethical manner can lead to immediate termination of its contract.
- 1.5 The Contractor will be engaged under a contract based on the RTA's Standard Professional Services Contract, ("Contract") which is included as Attachment I. Proponents should be aware that the Contract contains the following provisions in relation to intellectual property rights:
- 1.5.1 The title to all intellectual property rights created by the Proponent in carrying out the Project vest with the RTA.
- 1.5.2 The Proponent is required to provide warranty protection and to indemnify the RTA in relation to claims of infringement of third party intellectual property rights arising from materials provided by the Contractor in relation to the Services.
- 1.6 If a Proponent wishes to request a change to the Contract the Proponent must mark-up the Contract in Track Change to show the exact change sought. General requests to negotiate clauses will not be accepted. Requests for amendments without providing the desired wording will not be accepted. Changes to the Contract may affect the RTA's evaluation of a Proposal. Proponents are advised that the RTA will not consider any requests by a Proponent for other amendments to the Contract other than those submitted with their Proposal.

2.0 BACKGROUND TO THE SERVICES REQUIRED

- 2.1 The RTA spends approximately \$14 million per annum on road safety advertising media. In addition, the RTA undertakes marketing campaigns to promote online services, special number plates, major licensing / registration initiatives and traffic arrangements. These campaigns are created in part to help the RTA achieve road safety targets set by the State Plan of New South Wales.
- 2.2 The RTA currently allocates advertising work to a panel of three (3) advertising agencies – John Bevins Pty Ltd, Saatchi and Saatchi and Clemenger BBDO. In addition, the RTA has a panel of ten (10) design agencies and also uses promotions and below the line suppliers on an as needed basis.
- 2.3 The RTA requires the Contractor to centrally coordinate all of the RTA's paid media planning and strategy services work.

3.0 MEDIA PLANNING AND STRATEGY SERVICES

- 3.1 The Services required by the RTA will include, but may not be limited to:
- 3.1.1 Preparation of media plans for mainstream advertising campaigns covering road safety, traffic arrangements and sponsorship promotions. Media plans for other types of campaigns will be required from time to time.
 - 3.1.2 Interpretation of research data for the purposes of media planning and reporting against performance criteria.
 - 3.1.3 Negotiation with some media outlets as required from time to time.
 - 3.1.4 Liaison with nominated advertising, research and other communications suppliers, as well as the NSW Government's media buying agency.
 - 3.1.5 Assessment of media sponsorship and advertising proposals.
 - 3.1.6 Participation in marketing planning processes.
 - 3.1.7 Attendance of key personnel at regular work-in-progress meetings with the RTA, as required.
 - 3.1.8 Online planning services and web serving, hosting & reporting capabilities a plus, but not a requirement.

- 3.2 Based on current media planning requirements, Proponents should provide costs assuming 300 hours work per month. The quantity of work will depend on marketing budgets and the types of campaigns in development. The RTA does not guarantee a particular quantity of work.

4.0 PURPOSE OF THIS RFP

- 4.1 This RFP has been produced to provide Proponents with information on the RTA's requirements and arrangements for the submission of Proposals.
- 4.2 Proponents are advised that the information in this document is neither intended to be exhaustive, nor to explore all available options for undertaking the Services or to comprehensively describe the scope of the Services.

5.0 SELECTION PROCESS

- 5.1 Initial proposals received will be evaluated by its contents against the criteria outlined in section 6 of this document. Following the receipt of Proposals and the initial evaluation process, the RTA will invite selected Proponents to make a presentation of its Proposal to the evaluation panel.
- 5.2 Selected proponents will be given at least one (1) week's notice as to the presentation time. The preferred Proponent will be selected following these presentations.
- 5.3 Proponents will be advised of the name of the successful Proponent.
- 5.4 Following selection of the preferred Proponent, the RTA will progress to negotiations, finalisation of contract terms and execution of the Contract prior to any work being carried out by the successful Proponent.

6.0 RFP ASSESSMENT

- 6.1 The assessment process applied by the RTA to the Proposals submitted seeks to identify the most suitable Proponent to the RTA with regard to the following assessment criteria:
- 6.1.1 Demonstration of strategic media planning capacity and ability to develop innovative media plans as evidenced by case studies and response to brief 1 and 2 (APPENDIX 1 and 2);

- 6.1.2 Approach to campaign evaluation and ability to make strategic use of research in developing media plans as demonstrated through the Proponent's response to brief 1 and 2. (APPENDIX 1 and 2);
- 6.1.3 Proposed process and timelines for developing media plans, including process for working effectively with the RTA's advertising agencies;
- 6.1.4 Experience in developing strategic media plans for social / Government marketing programs;
- 6.1.5 Relevance and depth of skills and experience of key personnel;
- 6.1.6 Proposed cost of services; And
- 6.1.7 Acceptability to the RTA of any changes requested to the Contract.
- 6.2 The RTA may allocate weights to these criteria at its discretion. The RTA will not necessarily accept the lowest price offered.
- 6.3 The RTA may ask Proponents to submit additional information and may seek clarification of, or improvement of, Proposals at any time during evaluation process.
- 6.4 Evaluation may involve:
 - 6.4.1 preliminary discussions or negotiations with one or more Proponents (whether simultaneously or otherwise); and
 - 6.4.2 visits to reference sites and/or contact with referees; and
- 6.5 The RTA may at any time and in its absolute discretion:
 - 6.5.1 negotiate with any of the Proponents, or any other person;
 - 6.5.3 request any Proponent to submit an improved or an alternative offer;
 - 6.5.4 cease negotiations or recommence negotiations with any Proponent;
 - 6.5.5 accept a proposal by any Proponent;
 - 6.5.6 accept Proposals from more than one Proponent, or
 - 6.6.7 reject all proposals.

For the avoidance of doubt, a proposal is not accepted unless and until the RTA executes a binding written contract for the provision of the Services.

7.0 DETAILS REQUIRED IN PROPOSALS

- 7.1 Proposals must include the details outlined below, and in the following order.
- 7.1.1 Brief company background & credentials.
- 7.1.2 Details of personnel skills and experience, including those who would be working directly on the RTA's business. Please include reference to current or previous social marketing and Government experience.
- 7.1.3 Two (2) case studies demonstrating the agencies capacity to develop strategically sound and cost-effective media plans.
- 7.1.4 Responses to the two (2) briefs included as Appendix 1 and Appendix 2.
- 7.1.5 The Proponent's proposed approach/process and timeline for developing media plans for major campaigns and working with the RTA's creative agencies. The timeline should include reference to days and weeks rather than specific dates.
- 7.1.6 The Proponent's contract price and remuneration structure based on the information contained in this RFP.
- 7.1.7 Details (shown in Track Change) of all amendments the Proponent requires to the Contract.

8.0 RFP SUBMISSION DETAILS

- 8.1 The Proponent must deposit three (3) copies of its Proposal to:

RTA Tender Box
Roads and Traffic Authority NSW
Ground Floor Foyer
Tower A, Centennial Plaza
260 Elizabeth Street
Surry Hills, NSW 2010

by **2pm on Friday 25 May 2007**

- 8.2 Proposals received after 2pm Friday 25 May 2007 will be considered to be late Proposals. Late Proposals will be excluded from consideration unless the RTA determines in its absolute discretion, and without having any obligation to do so, that it is appropriate for a late Proposal to be considered. **Facsimile or electronic Proposals will not be accepted.**

8.3 Proposals must be lodged in a sealed envelope or package and marked “**Strictly Private and Confidential**” and “**Request for Proposals – Paid media planning and strategy services**”. The identity of the Proponent submitting the Proposal must be clearly stated on the outside face of the Proposal.

8.4 The contents of each copy of the Proposal must be identical. The documents that comprise the Proposal must be enclosed in a sealed package. If more than one package is delivered, each package must carry some unifying reference and an indication of the number of packages in total (i.e. 1 of 2, 2 of 2 etc). The reference should be visible both on the exterior of the package and on the Proposal.

9.0 ADDENDA

9.1 All amendments to this RFP will be issued in the form of addenda. No explanation or interpretation of the document may be relied on by a Proponent as an amendment to this document unless noted by RTA as an addendum. Such addenda will become part of the RFP.

9.2 Proponents may request clarification of this RFP from the RTA. The RTA's response to a request made may be sent to all Proponents as an addendum, if the RTA feels that this is appropriate in the RTA's discretion. The RTA may issue addenda or clarifications to Proponents up to the response submission date.

9.3 Each Proponent receiving an addendum must, on receipt of the addendum, confirm receipt of the addendum to the RTA in writing to the contact details given at paragraph 11.1 below. Each Proponent receiving an addendum must confirm in their RFP that allowances have been made for each addendum.

9.4 Proponents must advise the RTA promptly of any errors, omissions, ambiguities or discrepancies in this document, including any addendum to it, of which the Proponent becomes aware. If necessary, RTA will issue each Proponent with a direction indicating the correct interpretation of the ambiguity or correcting the error, discrepancy or omission.

10.0 RFP DOCUMENTS

10.1 The following documents are included as RFP documents to assist Proponents:

10.1.1 Two (2) briefs. (APPENDIX 1 and 2).

10.1.2 RTA Standard Professional Services Contract. (APPENDIX 3).

10.1.3 One (1) post campaign evaluation report. (APPENDIX 4).

11.0 ADDITIONAL INFORMATION AND ENQUIRIES

11.1 Any enquires relating to this RFP must be made in writing and directed to the RTA's representative using the following contact details:

Mr Joel Gray
Campaign Manager, Marketing and Corporate Communications
Roads and Traffic Authority of New South Wales
Level 10, Centennial Plaza
260 Elizabeth Street
Surry Hills NSW 2010
E-mail: Joel_Gray@rta.nsw.gov.au

12.0 NO LEGAL RELATIONSHIP

12.1 This invitation is not an offer.

12.2 No legal or other obligation will arise between the Proponent and the RTA or the NSW Government until a formal Contract has been signed. To the extent permitted by law, Proponents will have no claim against the RTA arising out of the RTA's failure to comply with this RFP or the RTA's exercise, or failure to exercise, any rights under this invitation, including without limitation as a result of delays to the selection process.

12.3 Participation in any stage of this RFP process, or in relation to any matter concerning a Proposal, will be at the Proponent's sole risk. All costs, losses and expenses incurred by Proponents (or their employees, agents, contractors or advisors) in any way associated with this RFP will be borne entirely by the Proponents and the RTA will not under any circumstances compensate Proponents for them.

13.0 CONFIDENTIALITY

13.1 RTA confidential information

RTA confidential information includes all information contained in this RFP or subsequently provided by the RTA other than information which is or becomes public knowledge (unless through a breach of confidentiality by Proponent).

RTA confidential information may be disclosed by a Proponent to its employees, agents, contractors and advisors only on a strict need to know basis and solely for the purposes of evaluating the contents of this RFP, preparing a Proposal and negotiating any resulting contract. Proponents must ensure the recipients are bound by similar confidentiality obligations in respect of the information.

Proponents are also permitted to disclose RTA Confidential Information to the extent required by law. However, prior to any such disclosure the RTA must be notified in writing so that the RTA has the opportunity to make objections to the disclosure.

Proponents must not otherwise use or disclose RTA confidential information.

Proponents must not make any announcement or release any information regarding this RFP without the RTA's prior written consent.

13.2 Return and destruction of RTA confidential information

The RTA may require Proponents to return or destroy all copies of this RFP and any other RTA confidential information

13.3 Proponent's confidential information

Proponents should clearly identify any confidential information in their Proposal such as information about your company, products, services and customers. Such information will not be confidential if the RTA already know the information, it is public knowledge or the RTA has already obtained the information on a non-confidential basis.

Proponents must not mark the whole or substantially the whole of their Proposal as confidential. Proponents must not claim confidentiality for any part of their Proposal which is not genuinely confidential.

The RTA will keep a Proponent's confidential information confidential. Proponents agree that the RTA may disclose any information in their proposal (including their confidential information) to the RTA's employees, agents, contractors or advisors on a need to know basis and for the purpose of evaluating or clarifying the Proposal or negotiating any resulting Contract.

14.0 CLARIFICATIONS OR IMPROVEMENTS

- 14.1 The RTA may engage in discussions or negotiation with Proponents.
- 14.2 During the assessment of the Proposals, the RTA may seek clarification or improvement of any Proposal. Proponents must promptly respond to all requests for clarification or improvement in writing.

15.0 CONFLICT OF INTEREST

- 15.1 If a Proponent at any time during the selection process discovers that it has a real or perceived conflict of interest regarding the Project the Proponent must declare the interest to the RTA as soon as the conflict is known to the Proponent and comply with any direction issued by the RTA in relation to the conflict.

16.0 FREEDOM OF INFORMATION

- 16.1 RFPs and any other information provided by Proponents may be subject to the provisions of the Freedom of Information Act NSW (the "Act"). Proponents should note that the Act gives to members of the public rights of access to documents of the NSW Government and its agencies.

- 16.2 All or part of such information may be disclosed to third parties if there is a requirement to do so under the provisions of the Act. Any information that is commercially sensitive or confidential must be marked "Commercial and Confidential" by the Proponent. The special notation must not be used unless the information is genuinely confidential. Marking information as "Commercial and Confidential" or "Commercial in Confidence" will not necessarily prevent disclosure of the information in accordance with the Act. Any decision to release information will be taken by the RTA with reference to the requirements of the Act. Proponents will not be entitled to make any claim in relation to any actions taken in relation to, or under the Act.

17.0 DISCLAIMER

- 17.1 The RTA makes no warranty or representation, and does not assume any duty of care to Proponents that the information in this invitation or any other document provided by the RTA or any other person on behalf of the RTA is accurate, adequate, suitable or complete, and the RTA accepts no responsibility for interpretations placed on the information by Proponents.

- 17.2 Proponents should submit their Proposals based on their own investigations and determinations and must not rely on the information contained in this invitation or such other documents.

18.0 CHANGES TO RFP PROCESS

- 18.1 Without limiting the RTA's other rights under this RFP, the RTA reserves the right to cancel, amend, vary, supplement or replace any of the terms of this RFP at any time.

19.0 MEETINGS

- 19.1 The RTA may from time to time during the selection process convene meetings with Proponents to discuss issues associated with the selection process, the Proponent's RFP or any other aspect of the Project.

20.0 RETENTION OF RFPs

- 20.1 Despite any intellectual property or ownership rights which may apply, the RTA will be entitled to retain all RFPs and all correspondence and other materials received from Proponents.

21.0 COLLUSION

21.1 Any collusion between Proponents may lead to the exclusion of one or all of the Proponents involved in the collusion.

22.0 RESERVATION OF RIGHTS

22.1 The RTA reserves its right to reject any or all Proposals.

22.2 The RTA also reserve the right without assigning any reasons to not appoint any Proponent, not proceed with the selection of a Contractor or to proceed with the Services on a basis not set out in this RFP.

23.0 CODE OF PRACTICE AND CODE OF TENDERING

23.1 All Proponents must comply with *the Code of Practice* and the *Code of Tendering for New South Wales Government Procurement* ("Codes"). Proponents should be aware of the Codes and their obligations under the Codes. Failure of a Proponent to comply with the Code may be taken into account by the RTA for this or any subsequent RFP or tender and may result in this or any subsequent RFP or tender being passed over without prejudice to any other rights of remedy or action available to the RTA.

23.2 Submission of a Proposal is evidence of the Proponents willingness to submit such information as RTA may require to evidence the Contractor's compliance with the Codes for the term of any Contract.

24.0 PROBITY ADVISOR

24.1 The RTA will appoint a Probity Adviser in respect of this RFP. The Probity Adviser's role in the evaluation process will include the following:

- a. ensuring that the procedures adopted in the receipt of Proposals and the evaluation process are fair and equitable and that the probity of the process is independently validated; and
- b. providing assurance to all interested proponents that appropriate processes were adhered to and that no proponent was given an unfair advantage or was unfairly discriminated against.

24.2 The Probity Adviser is not a part of the Evaluation Panel but an independent observer of the process and will not be involved in the actual evaluation of any Proposal. Proponents

who have any concerns about the conduct or probity of the selection process should promptly bring their concerns to the Probity Adviser's attention. The Probity Adviser will investigate the matter and make an appropriate recommendation to the RTA. Any action taken as a result of such process will be at the RTA's discretion.

24.3 The probity advisor for this RFP is Peter Houston (m 0411 091 867)

APPENDIX I
BRIEF I
MEDIA STRATEGY AND PLAN
NRL SPECIALTY PLATES LAUNCH

1.0 BACKGROUND

- 1.1 The RTA is excited to announce a new partnership with the National Rugby League in creating number plates designed with club colours and logos for New South Wales residents, primarily in Sydney, Wollongong and Newcastle. These plates will debut in August of 2007 and retail between \$49 and \$449, depending on the design and personalization option on the plate.

2.0 TARGET AUDIENCE

- 2.1 As a background study conducted for the RTA of NRL fans who own a vehicle, the following was found:
- 60% were male;
 - majority reported an average income between \$24,999 - \$79,999;
 - are predominantly one car families that drive either (in order) a Holden, Toyota, Ford, Mitsubishi.
- 2.2 The survey respondents claimed to view the following media daily:
- 18% - read The Daily Telegraph
 - 6% - read the Sydney Morning Herald
 - 21% - listen to FM radio
 - 14% - listen to AM radio
 - 49% - watch free to air TV
 - 13% - watch pay TV

3.0 BUDGET

- 3.1 The budget is \$100,000.

4.0 TASK

- 4.1 Prepare a media strategy (maximum of 2,000 words) outlining your approach to the brief and a media plan.

- 4.2 Assume that no creative work for this campaign has yet been developed and that the creative agency is waiting on media recommendations before they develop concepts.

APPENDIX 2

BRIEF 2

MEDIA STRATEGY AND PLAN

SUPERVISING DRIVERS 120 HOURS REQUIREMENT

1.0 BACKGROUND

- 1.1 The current requirement is for learner drivers to log 50 hours of driving with a supervisor for a minimum of six months prior to receiving their provisional (P) driver license. The license is valid for 36 months.
- 1.2 Starting July 1, 2007, a new requirement for learner drivers will be introduced, learner drivers will be required to log 120 hours of driving with a supervisor over a one year period prior to receiving their provisional (P1 & P2) driver license. The license is now valid for 60 months.
- 1.3 The objective of the new program is to ensure L drivers are better educated, safer drivers prior to them receiving their P1 driver license.
- 1.4 Based on surveys from workshops for supervisor drivers to help learner drivers become safer drivers, 67% of supervisor drivers do intend to supervise their learner drivers between 2-4 hours per week.
- 1.5 There is a negative attitude however toward the new 120 hour requirement among supervisor drivers (90% of which are parents) given that this is an average 2.3 hour per week for one year commitment by the supervisor driver. There will be a campaign to educate on the new program and to highlight the benefits of the design of the new L plate program, and to ease the concern among supervisor drivers of the requirement.

2.0 TARGET AUDIENCE

- 2.1 The primary target audience is parents aged 35-60, required to spend on average 2.3 hours a week with their children on the roads helping them learn to drive.

3.0 BUDGET

- 3.1 The budget is \$500,000.

4.0 TASK

- 4.1 Prepare a media strategy (maximum of 2,000 words) outlining your strategy to the brief and a media plan.
- 4.2 Assume that no creative work for this campaign has yet been developed and that the creative agency is waiting on media recommendations before they develop concepts.

APPENDIX 3
PROFESSIONAL SERVICES CONTRACT



PROFESSIONAL SERVICES DEED
MEDIA STRATEGY & PLANNING

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DEED

THIS DEED is made on _____ between the following parties:

1. **ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES** of 260 Elizabeth Street, Surry Hills, New South Wales, ABN: 64480155255 ("*RTA*"); and
2. (Name) _____, (registered address) _____
(ABN: _____) ("*Agency*")

THE PARTIES AGREE:

I. DEFINITIONS

In this Deed:

"*Brief*" means the document attached to this Deed as Annexure 1 and any other requirements of *RTA* made known to the *Contractor* in relation to performance of the *Services*;

"*Commission*" means any commission paid or allowance made to, or benefit (in whatever form) received by, the *Agency* or its related entity;

"*Contract Material*" means all material brought or required to be brought into existence as part of, or for the purpose of, performing the *Services*, including but not limited to, software, source codes, inventions, designs, plans, brochures, manuals, other documents, information and data stored by any means;

"*Control*" means the possession, directly or indirectly, of the ability to influence the *Agency's* management decisions. Such influence is conclusively presumed to exist if one person or entity holds, directly or indirectly, 51% or more of the outstanding voting shares of another person or entity;

"*Date Compliant*" means, in respect of a product or service, a product or service whose performance and functionality are unaffected by any dates including dates prior to, during or after the year 2000, and which consistently and correctly processes data and date related information including, but not limited to, calculating, 2000, correctly recognising the year 2000 as a leap year in terms of both 29 February 2000 and day 366, and correctly handling days of the week, including that 31 December 2000 is a Sunday;

"*Deed*" means the agreement entered into between *RTA* and the *Agency* upon acceptance of the *Agency's* tender comprising the terms and conditions, all Schedules and Annexures and any other document incorporated into the *Deed* by reference;

"*Existing Material*" means all *Intellectual Property* owned by or licensed to the *Agency* before the date of the *Deed*;

"*Fee*" means the fee which is calculated at the rates or in the amount set out in Annexure 2 and as set out in the Order, excluding Zenith fees which will be paid directly by *RTA*;

"GST" has the same meaning as in the A New Tax System (Goods & Services Tax) Act 1999 (Cth);

"*Intellectual Property*" means all rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, and all other rights of *Intellectual Property* defined in Article 2 of the Convention Establishing the World *Intellectual Property* Organisation of July 1967;

"*Masters*" means all masters of the *Contract Material* or associated with the *Contract Material* including but not limited to motion picture film –including 'wild' footage, video tapes, CD-Roms, DVDs, cassette tapes, diskettes, and stored in any other form.

"*Order*" means any order or written instructions issued by RTA for the provision of the *Services* by the *Agency* to RTA from time to time under this Deed

"Personal Information" has the same meaning as in the Privacy and Personal Information Protection Act 1998 (NSW) and any Information Protection Principles issued under such Act;

"*Related entity*" has the same meaning as in the *Corporations Law (Cth)*;

"*Services*" means the services described in the *Brief*; and

"*Term*" means the period stated in Item 1 of the Schedule.

2. ENGAGEMENT

In consideration of the *Agency's* offer to perform the *Services*, *RTA* engages the *Agency* to provide such *Services* as required under individual *Orders* in accordance with this *Deed*. The *Agency* acknowledges that:

- (a) its charges for the *Services* required by an *Order* are calculated in accordance with the *Fee*.
- (b) RTA has an absolute discretion as to the number of *Orders* it issues to the *Agency*, including an absolute discretion not to issue any *Orders* at all during the term; and
- (c) RTA may, wherever and whenever it considers it in its best interests to do so, obtain the *Services* from other agencies.

3. AGENCY'S OBLIGATIONS

3.1 Performance of the Services

The *Agency* must perform the *Services*:

- (a) in a diligent manner;
- (b) to the standard of skill and care expected of an agency experienced in the provision of the type of services required by the *Brief*;
- (c) in a timely and expeditious manner so as to meet any timing requirements made known to the *Agency* and so as to complete the *Services* within the time for completion set out in any *Order*;
- (d) in a co-operative manner with others as directed by RTA.
- (e) by obtaining *RTA's* prior written approval (despite the issue of an *Order*) as to:
 - (i) the choice of media,
 - (ii) the scheduling of advertisements, and
 - (iii) anything nominated in an *Order* or in the *Brief* requiring specific approval.

The *Agency* must not make any commitments with respect to ordered advertising Services or incur any expenditure for which RTA may be liable unless the *Agency* has obtained the required approvals.

- (f) by not exceeding the amount estimated or actually quoted for performance of the Services under an Order without RTA's prior written consent.

3.2 Personnel

The *Agency* must ensure that all personnel engaged by it in connection with the *Services* are appropriately qualified, competent and experienced to provide the *Services* in accordance with this Deed.

If *RTA* requires the *Agency* to provide the services of a nominated person to perform any part of the *Services*, the *Agency* must use its best endeavours to ensure that the nominated person performs the nominated *Services*. The *Agency's* use of a person nominated by *RTA* does not limit or affect the obligations of the *Agency* with respect to the *Services*.

Failure by the *Agency* at any stage during the term of the Deed to ensure the availability of any nominated person will be deemed to be a substantial breach and *RTA* may exercise its rights to terminate in accordance with clause 8.3.

3.3 Agency reporting

The *Agency* must during the Term, consult with *RTA* at least as regularly as any time specified in the *Brief* and at such other times as *RTA* reasonably requests. Items for discussion shall include:

- (a) the progress of the performance of the *Services*;
- (b) the standard of the performances of the *Services*;
- (c) such other matters which *RTA* identifies.

3.4 RTA's materials

The *Agency* must protect and keep safe and secure all materials and documentation provided by *RTA* to the *Agency*.

3.5 Agency's relationship with RTA

The *Agency* must not act outside the scope of the authority conferred on it by this Deed and must not bind *RTA* in any way or hold itself out as having any authority to do so.

3.6 Subcontracting

- (a) The *Agency* must not subcontract any part of the *Services* without the prior written approval of *RTA*.
- (b) An approval given by *RTA* permitting the *Agency* to subcontract any part of the *Services* does not relieve the *Agency* from its obligations and liabilities pursuant to this Deed.
- (c) A condition of the *RTA's* approval to subcontract will be that the subcontractor must be subject to the same conditions of this Deed, including but not limited to an equivalent indemnity and insurances provisions as apply to the *Agency* under this Deed

- (d) The Agency must ensure that all subcontractors comply with the provisions of clauses 3.13, 3.14 and 3.15.

3.7 Legal requirements

- (a) The Agency must at all times act in a lawful manner in the performance of the *Services* and the conduct of its business including, without limitation, complying with all taxation legislation, environmental legislation, privacy legislation, workers compensation and occupational health and safety requirements, and all legislation and requirements of regulatory authorities applicable to the services or the proper conduct of its business.
- (b) The Agency must at all times comply with, and continue to comply with the rules of the Media Council of Australia governing accreditation of advertising agencies, advertising industry codes and rulings of the Advertising Standards Council.

In this sub-clause a reference to an organisation such as the Media Council of Australia, the Advertising Standards Council or the Government Master Media Placement Agency includes any substitute organisation or similar organisation which has similar functions.

3.8 Fitness for purpose

- (a) The RTA relies upon the skill and knowledge of the Agency in providing the *Services*.
- (b) The Agency must ensure that all *Contract Material* produced by it is suitable in all respects for the purposes for which it is required by RTA.

3.9 Conflict of interest

The Agency warrants that no conflict of interest exists at the date of this Deed.

The Agency must immediately inform RTA upon becoming aware of the existence, or possibility, of a conflict of interest during the *Term*.

3.10 Confidentiality

- (a) The Agency and its servants and agents must not, without the prior written consent of RTA, at any time issue any statement or communication or make any representation directly or indirectly in connection with the *Services* or this *Deed* or the Agency's control and or use of confidential or Personal Information to any person or entity not a party to this *Deed* other than:
- (1) as necessary to perform the *Services*; or
 - (2) with respect to any matter already within the public domain.
- (b) Without limiting clause 3.10(a), if RTA makes available information to the Agency and advises the Contractor that the information is confidential or Personal Information, the Agency and its employees and agents must:
- (1) keep the confidential or Personal Information confidential and not disclose or use it for any purpose other than that for which it was obtained;
 - (2) not disclose or permit the disclosure of the confidential or Personal Information to any unauthorised person;
 - (3) take all steps and do all things necessary, prudent or desirable to safeguard the confidentiality of the confidential or Personal Information (which may

- include the execution of individual confidentiality undertakings at *RTA's* request);
- (4) return all copies of documents containing or relating to confidential or Personal Information to *RTA* immediately after those documents cease to be required for the conduct of the *Services*;
 - (5) keep proper records and documents (including information stored by computer and other devices) in compliance with privacy legislation;
 - (6) produce such records and documents to *RTA* for investigation and or audit within a reasonable time of any request by *RTA*.
- (c) Where the Agency is required to collect Personal Information on behalf of *RTA* to perform the *Services*, then the Agency must comply with the Privacy and Personal Information Protection Act 1998 (NSW) as if it were a public sector agency and advise the parties giving such information that it is being obtained for *RTA* and for what purpose.
 - (d) Where the Agency is required to collect *Personal Information* or information that *RTA* advises is confidential on behalf of *RTA* to perform the *Services* the Agency must comply with the requirements of clause 3.10(a) and (b) as if such information had been supplied to it by *RTA*.

3.11 Provision of documents on completion or termination

Upon completion of the *Services* or termination of this Deed, the *Agency* must promptly:

- (a) return to *RTA* all materials and documentation provided by *RTA* to the *Agency*;
- (b) deliver to *RTA* all confidential or personal information collected on behalf of *RTA* together with all materials, records and documents held by the *Agency* in relation to such information; and
- (c) deliver to *RTA* all *Contract Material*.

3.12 Date compliant

The *Agency* warrants that its ability to perform the *Services* will not be adversely affected or interrupted as a result of its internal business systems not being *Date Compliant*.

The *Agency* must use all reasonable endeavours to ensure that the systems of all third parties on whom the *Agency's* ability to perform the *Services* under this *Deed* depends are *Date Compliant*.

The *Agency* must, as soon as practicable after becoming aware of any matter which is likely to impact upon its ability to comply with this clause 3.12, give written notice to *RTA* detailing such matter and its

likely impact on the *Agency's* ability to comply with this clause 3.12.

Nothing in this clause 3.12 shall be construed to limit any rights or remedies *RTA* may otherwise have under this Deed. This clause 3.12 operates in addition to any such rights or remedies.

3.13 Plant, Equipment and Motor Vehicles

The *Agency* must ensure that any plant, equipment and motor vehicles used for performance of the *Services*, are registered at all times where required by law in the State of New South Wales.

3.14 Media Releases and Enquiries

Despite the issue of an *Order*, the *Agency* must seek *RTA's* prior written approval to:-

- (a) any press release or advertisement concerning the Deed, *RTA* or the *Services*; or
- (b) the release for publication of any information, publication, document or article concerning the Deed, *RTA* or the *Services*.

The *Agency* must refer any media enquiries concerning the Deed, *RTA* or the *Services* to the *RTA's* representative.

The *Agency* must ensure all consultants, sub-contractors and suppliers engaged by the *Agency* for performance of the *Services*, comply with the requirements of this clause.

3.15 Commissions

The *Agency* must disclose to *RTA* the payment of any Commission as a result of performance of any part of the *Services* at the time the *Agency* is deemed to have earned such Commission by the party allowing such Commission.

The *Agency* must not receive Commission and service fees from external production suppliers in addition to production supervision fees or to charge all agency services as well as retaining some media commissions. Where the *Agency* may become entitled to a second lot of Commission in relation to any work performed under an *Order* or the *Services*, then the *Agency* shall deduct an amount equivalent to the second lot of Commission from the amount invoiced to *RTA* in relation to the relevant *Order*.

3.16 Billing

The *Agency* must only render a tax invoice to *RTA* for the value of the actual work performed under an *Order* rather than the estimated amount quoted to the *RTA* prior to allocation of the *Order*.

The *Agency* must immediately notify *RTA* in writing when it becomes aware that any estimate for an *Order* is likely to be exceeded by either Ten percent (10%) of the *Order* value or \$500, whichever amount is the lesser.

4. REPRESENTATIVES

4.1 Agency's representative

The person named in item 2 of the Schedule is the *Agency's* representative for the purposes of this Deed and has the legal power to bind the *Agency* in respect of any matter arising in connection with the *Services*. Any substituted representative must be notified promptly in writing to *RTA*.

4.2 RTA's representative

The person named in item 3 of the Schedule, or any other person *RTA* nominates in writing, is *RTA's* representative for the purposes of this Deed and has authority to act on behalf of *RTA* for those purposes.

5. PAYMENTS AND RECORDS

5.1 Payment

In consideration of the provision of the *Services*, *RTA* will pay the *Agency* the *Fee*. The *Agency* is not entitled to be paid more than the estimate for an *Order* without *RTA's* written approval.

5.2 Goods and Services Tax (GST)

In this clause, the expressions "A New Tax System", "supply", "tax invoice", and "taxable supply" have the meanings given in *A New Tax Systems (Goods and Services Tax) Act 1999 (Cth)*.

The *Fee* includes *GST* and all amounts payable shall reflect the *GST*-inclusive market value of the taxable supply.

The *Agency* and all sub-contractors and suppliers must be registered for the purposes of the *GST* unless the *Agency* is not, and is not required to be registered for *GST*, and has so notified *RTA* before entering into this Deed.

The *Agency* must notify *RTA* if it or any of its sub-contractors and suppliers cease to be registered for *GST* or if it or any of its sub-contractors and suppliers cease to comply with any of the requirements or any taxation ruling issued by a taxation authority relating to tax invoices.

In relation to taxable supplies made under this Deed the *Agency* must issue a tax invoice to *RTA* for each payment of the *Fee* at or before the time that payment is due. Certified copies of original tax invoices issued to the *Agency* by its sub-contractors and suppliers must be made available to *RTA* at the same time that the *Agency* issues its tax invoice to *RTA*.

If the *Agency* does not include its Australian Business Number on its invoices, *RTA* will withhold tax from payments in accordance with the *A New Tax System (Pay As You Go) Act 1999 (Cth)*.

5.3 Right of set-off

RTA may deduct from amounts otherwise payable to the *Agency* any amount due from the *Contractor* to *RTA* in connection with this Deed.

5.4 Effect of payment

Payment in part or in total, of the *Fee* does not constitute an acceptance by *RTA* of the *Services* and does not amount to a waiver of any right or action which *RTA* may have at any time against the *Agency*.

5.5 Reimbursable expenses

RTA will reimburse the *Agency* the reasonable costs, expenses, fees or charges incurred by the *Agency* limited to those items set out in item 4 of the Schedule, provided that in all cases the *Agency* has first obtained *RTA*'s prior written approval to incur those costs, expenses, fees or charges.

The provisions of 5.2 apply to any *GST* on reimbursable expenses of the *Agency*, as if the expenses formed part of the *Fee*.

The *Agency* must provide *RTA* with tax invoices for reimbursable expenses.

5.6 Timing of payment

- (a) At the times or milestones specified in item 5 of the Schedule, the *Agency* must lodge with *RTA* an invoice for the *Services* performed (and for approved reimbursable expenses, if any, incurred) under an *Order* during the period between the date of any previous invoice and the date of the invoice; and

- (b) *RTA* will make a payment within 30 days following the lodgement of the invoice of the amount which *RTA* considers to be due and payable to the *Agency* under the Deed.

5.7 Condition precedent to payment

The *Agency* is not entitled to any payment for *Services* performed under this Deed until it has submitted a properly executed statutory declaration in the form of Annexure 3.

5.8 Records

The *Agency* must keep proper accounts, records (including information stored by computer and other devices) and time sheets in accordance with accounting principles generally applied in commercial practice in respect of its time charge billing, its reimbursable expenditure, the *Fee* and *GST*.

5.9 Access

The *Agency* must, within a reasonable time of any request, give *RTA* access to, or verified copies of, any information which may be reasonably required to enable any invoice to be substantiated and verified.

6. INTELLECTUAL PROPERTY

6.1 Ownership and Use of Intellectual Property

Title to and *Intellectual Property* in or in relation to *Contract Material* vests upon its creation in *RTA*. The *Agency* must, upon request by *RTA*, do all things necessary to vest title and *Intellectual Property* in *RTA*.

The *Agency* must not, without the prior written consent of *RTA*, use, copy, supply or reproduce the *Contract Material* other than for the purposes of this *Deed*.

The *Agency* grants *RTA* (at no additional cost to *RTA*) the right to use, supply or reproduce:

- (a) the *Existing Material*, and
- (b) all methodologies, processes, techniques, ideas, concepts and know-how embodied in the *Existing Material*, to the extent the *Existing Material* is required for use in connection with the *Contract Material*.

6.2 Intellectual Property Warranties

The *Agency* warrants that it is entitled, or will be entitled at the relevant time, to deal with the *Intellectual Property* in the *Existing Material* in the manner provided for in this clause 6. The *Agency* also warrants that, in preparing the *Contract Material*, it has not infringed the *Intellectual Property* or *Moral Rights* of any person. ("Intellectual Property Warranties").

6.3 Moral Rights

6.3.1 Where the *Agency* is an individual, to the extent permitted by applicable law:

- (a) The *Agency* provides unconditional and irrevocable consent to *RTA* to commit the following acts or omissions (that may occur before or after this consent is given) that would otherwise infringe the *Moral Rights* of the *Agency* in the *Existing Material* and or the *Contract Material* ("*the Material*"):
 - (1) any alteration to or deletion from *the Material*;
 - (2) any use of *the Material* that does not identify the *Agency* as the author of *the Material*,

- (3) any use of *the Material* that may falsely attribute authorship to any other person.
- (b) The *Agency* waives any or all *Moral Rights* it might hold outside Australia in *the Material*.
- (c) The *Agency* must not institute, maintain or support any claim or proceeding for infringement by *RTA* of the *Agency's Moral Rights* in the *Material*.

6.3.2 Where the *Agency* is a corporation, the *Agency* must obtain in writing from its employees and Subcontractors and licensees all necessary, unconditional and irrevocable:

- (a) Consents permitted by applicable law, to any alterations to, or use of the *Existing Material* and or the *Contract Material* ("*the Material*") that would otherwise infringe their respective *Moral Rights* in the *Material*, whether occurring before or after the consent is given, and
- (b) Waivers permitted by applicable law of their respective *Moral Rights* outside Australia, for the benefit of *RTA*.

At *RTA's* request the *Agency* must provide *RTA* with copies of each written consent and waiver obtained under this clause.

The *Agency* must use its best endeavours to ensure that none of its employees, Subcontractors or licensees institutes, maintains or supports any claim or proceeding for infringement by *RTA* of any of the *Agency's* employees', Subcontractors', or licensees' *Moral Rights* in the *Material*.

6.4 Intellectual Property and Moral Rights Indemnity

The *Agency* must:

- (a) provide, at no cost to *RTA*, all reasonable assistance required by *RTA* to defend a claim or any proceedings arising from any claim for the infringement of *Intellectual Property* or *Moral Rights* of third parties;
- (b) keep *RTA* fully informed of all suspected or actual infringements and claims by any person that the *Contract Materials*, or their use, infringe the *Intellectual Property* or *Moral Rights* of any person;
- (c) indemnify *RTA* against all cost, loss, expense or damage (including without limitation legal costs on a solicitor and own client basis and whether incurred by or awarded against *RTA*) that *RTA* may sustain or incur as a result of a breach of any of the *Intellectual Property Warranties*, any claim or proceedings, except where such breach, claim or proceedings has arisen from *RTA's* reproduction, adaptation or commercialisation of the *Existing Material* or *Moral Rights* belonging to third parties in a manner not expressly permitted by any relevant licence, sub-licence or approval that the *Contractor* is required to have or obtain under the *Deed*; and
- (d) satisfy any settlement of, or judgement given, in any claim or proceedings to be made by or against *RTA* to the extent of the indemnity contained in subclause (c).

7. INDEMNITY AND INSURANCES

7.1 Indemnity

The *Agency* indemnifies *RTA* from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- (a) loss, loss of use of, or damage to property of *RTA*; or
- (b) personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property or claim for breach of confidence or privacy or misuse of Personal Information;

arising out of or by reason of anything done or omitted to be done by the *Agency* in the performance of the *Services*.

The *Agency's* liability to indemnify *RTA* is reduced proportionally to the extent that a malicious or negligent act or omission of *RTA* or employees or agents (other than the *Agency*) of *RTA* or a breach of this Deed by *RTA* has contributed to the injury, damage or loss.

7.2 Insurances

Before commencement of the *Services*, the *Agency* must obtain on terms approved by *RTA*, such approval not to be unreasonably withheld, and thereafter maintain the policies of insurance listed in Annexure 4, on the terms, for the risks identified, and for the periods of time set out in Annexure 4.

7.3 Evidence of insurances

The *Agency* must provide proof that the policies of insurance required under this *Deed* (including subcontractor's insurance) have been effected and are current at all times during the period of insurance stated in Annexure 4. As proof of compliance the *Agency* must provide Certificates of Currency to the *RTA* in the form specified in Annexure 4.

7.4 Failure to provide evidence of insurances

If the *Agency* does not comply with Clause 7.3, *RTA* may, but is not obliged to, effect the relevant insurances and may:

- (a) recover the cost of doing so as a debt due from the *Agency*, or
- (b) deduct the premiums payable for the relevant insurances from amounts payable to the *Agency*.

7.5 Subcontractor's professional indemnity insurance

Without limiting the operation of *RTA's* requirements under clause 3.6, for consent to subcontract, if the *Agency* subcontracts services which require the exercise of skill and judgement the *Agency* must ensure that its subcontractor obtains, on terms approved by *RTA*, such approval not to be unreasonably withheld, and thereafter maintains professional indemnity insurance as specified in Annexure 4.

8. TERMINATION

8.1 Termination for convenience

RTA may terminate this Deed or any Order without cause at any time, by one month's written notice addressed to the *Agency*.

8.2 Termination by *RTA* for insolvency

If the *Agency* becomes bankrupt, or insolvent, or enters into a scheme or other arrangement with its creditors or any other form of insolvency administration (including voluntary administration) *RTA* may immediately terminate this Deed by written notice addressed to the *Agency*.

8.3 Termination by *RTA* for default by *Agency*

If the *Agency*:

- (a) fails to carry out any part of the *Services* under an *Order* with due diligence and competence; or
- (b) is considered by *RTA* to be performing unsatisfactorily based on annual or other reviews of performance, or
- (c) without reasonable cause suspends the carrying out of any part of the *Services*; or

- (d) commits a breach of this *Deed* or
- (e) undergoes a change in *control* by any means including transfer and assignment;

RTA may terminate this *Deed* immediately by written notice addressed to the *Agency* if the *Agency* fails to remedy the default within 14 days notice by *RTA* on the *Agency* specifying the relevant default.

Where *RTA* terminates this *Deed* under this clause, all current *Orders* are immediately terminated on receipt of *RTA's* written notice of termination by the *Agency*.

8.4 Adjustment of Fee on termination

Upon termination of this *Deed*, *RTA* will pay the *Agency* for the *Services* performed by the *Agency* as at the date of termination, taking into account any adjustments and deductions for loss or damage suffered, or reasonably likely to be suffered by *RTA* as a consequence of any breach by the *Agency*. *RTA* may recover any shortfall from the *Agency* as a debt due and payable.

8.5 Effect of termination

Termination of this *Deed* is without prejudice to any accrued rights or remedies of the parties.

9. DISPUTE RESOLUTION

The *Agency* and *RTA* will attempt to resolve any dispute speedily by negotiation in good faith.

If a dispute cannot be resolved by negotiation within 1 month of commencement of negotiations, either party may commence formal dispute resolution proceedings by mediation or expert determination.

Each party must continue to perform its obligations under this *Deed* notwithstanding the existence of a dispute.

10. GENERAL

10.1 Notices

Any notice given under this *Deed*:

- (a) must be in writing addressed to the intended recipient at the address shown in item 6 of the Schedule or the address last notified by the intended recipient to the sender;
- (b) must be signed by an authorised officer of the sender; and
- (c) will be taken to have been given or made (in the case of delivery in person or by fax or post) when delivered, received or left at the relevant address.

10.2 No assignment

The *Agency* must not assign or encumber any right or interest under this *Deed* without the prior written consent of *RTA*.

10.3 No waiver

Failure by a party to compel performance of any term or condition of this *Deed* does not constitute a waiver of that term or condition and does not impair the right of the party to enforce it at a later time or to pursue remedies it may have for any subsequent breach of that term or condition.

10.4 Joint and several liability

If the *Agency* comprises more than one person, those persons are jointly and severally liable for the performance and obligations of the *Agency*.

10.5 Governing law

This Deed is governed by New South Wales law.

10.6 Variations

Any variation to this Deed must be in writing and signed by both parties.

10.7 Release of Information

RTA may make information concerning the *Agency* available to other NSW Government authorities. This information may include, but is not limited to, any information provided by the *Agency* to the *RTA* and any information relating to the *Agency's* performance under the Deed.

Information about the *Agency* from any source, including substantiated reports of unsatisfactory performance may be taken into account by NSW Government authorities in considering whether to offer the *Agency* future opportunities for NSW Government work.

RTA will be entitled to rely on the defence of qualified privilege for the purposes of Section 22 of the *Defamation Act 1974 (NSW)* in relation to the provision of such information. The *Agency* releases and indemnifies *RTA* from and against any claim arising out of its provision of information under this sub clause or the use of such information by the relevant NSW Government authority.

10.8 Deed Disclosure

In accordance with Premier's Memorandum 2000-11 *RTA* will release information on this Deed after award of contract to the *Agency*.

APPENDIX 4
POST CAMPAIGN EVALUATION REPORT



PROVISION OF PAID MEDIA
PLANNING & STRATEGY SERVICES

**GUIDELINES AND METHODOLOGY
FOR EVALUATION OF PROPOSALS
REQUEST FOR PROPOSAL**

June 2007

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2. EVALUATION COMMITTEE
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Introduction

The RFP was undertaken by the RTA with a view to appointing an agency to provide central coordination of its media planning and strategy work, interpret research data, assess media opportunities and liaise with the RTA's other nominated agencies.

This document deals exclusively with the evaluation procedure for the RFP's that will culminate in the selection of an Applicant who will undertake the RTA's paid media planning and strategy services.

The objectives of this document are to:

Provide guidelines to the Evaluation Committee.

Provide a broad outline of the evaluation process and procedures.

Provide an auditable process for the evaluation.

Ensure that each Proponent is assessed fairly and equitably and that no Proponent is given an unfair advantage.

Evaluation Committee

The Evaluation Committee is the team that will assess each Proposal in accordance with this document. The Evaluation Committee will be comprised of appropriate Marketing & Communications personnel as well as a Probity Officer.

Confidentiality and Conflicts of Interest

The following requirements will apply to ensure confidentiality and disclosure of conflicts:

1. Evaluation Committee members and other relevant personnel will sign appropriate confidentiality agreements and conflict of interest statements. A copy of these agreements will be kept on file. A proforma agreement/statement is included as Attachment I.
2. The RTA's representative is responsible for ensuring the security of all Proposals received.
3. All correspondence associated with the evaluation of Proposals will be kept on the Project File.

4. Evaluation Committee members will not highlight, mark or otherwise place any comment on the original Proposal.

Logging and Identifying Proposals

The following procedures will apply upon receipt of Proposals:

1. After the closing time, the RTA's Representative (or nominee) and another representative will secure the Proposals and forward them to a room for logging.
2. The Evaluation Committee will meet and agree on the weighting of the assessment criteria.
3. Proposals will be opened and logged by RTA's Representative (or nominee).
4. The RTA's Representative (or nominee) will then store each Proposal securely.
5. Copies of Proposals will be circulated amongst the Evaluation Committee for the purposes of evaluation.

Any proposals received after the closing time will be drawn to the attention of the Evaluation Committee. The Evaluation Committee in determining whether to accept any late Proposal will have regard to the circumstances of the case including in particular whether the cause of the lateness was beyond the firm's control and the impact on the integrity of the assessment process were it to be considered.

Evaluation Criteria

The criteria against which the Proposal will be evaluated are set out in section 6.1 of the RFP. They are:

1. Demonstration of strategic media planning capacity and ability to develop innovative media plans.
2. Approach to campaign evaluation and ability to make strategic use of research in developing media plans.
3. Proposed process and timelines for developing media plans, including the process for working effectively with the RTA's advertising agencies.
4. Experience in developing strategic media plans for social / Government marketing programs.
5. Relevance and depth of skills and experience of key personnel.
6. Proposed cost of services.

Evaluation Process

The evaluation process will involve a detailed analysis and assessment of the Proposal against each evaluation criteria.

The Evaluation Committee will score the Proponent's response to each criterion using the following rating guidelines:

19, 20	Demonstrated Excellence (far exceeding basic requirements)
16, 17, 18	Very good (exceeding basic requirements)
13, 14, 15	Good (meets or just meets requirements)
10, 11, 12	Adequate (barely meets basic requirements)
1 – 9	Marginally adequate (success possible but not assured)
0	Totally inadequate (fails to meet any or none of the requirements or no response provided)

A spreadsheet will be developed to gather and record scores for each criterion. Any significant discrepancies in evaluations between Evaluation Committee members will be investigated and resolved by consensus. A total score for each Proponent will be calculated by applying the weightings to those scores. An average total score will then be calculated for each proponent.

The following weightings will apply to the criteria:

Criteria	Weighting
1. Demonstration of strategic media planning capacity and ability to develop innovative media plans.	TBD by RTA
2. Approach to campaign evaluation and ability to make strategic use of research in developing media plans.	TBD by RTA
3. Proposed process and timelines for developing media plans, including the process for working effectively with the RTA's advertising agencies.	TBD by RTA
4. Experience in developing strategic media plans for social / Government marketing programs.	TBD by RTA
5. Relevance and depth of skills and experience of key personnel.	TBD by RTA
6. Proposed cost of services.	TBD by RTA

In applying the assessment criteria and undertaking the evaluation the RTA will seek to appoint the Proponent that provides the best expertise and overall value for money for the Project.

The scoring process outlined will be used to gain an evaluation for each Proponent. Scores will also be used to provide a means of comparing responses, and highlighting differences between Proponents, and identifying any deficiencies in Proposals. Attachment 2 provides a proforma spreadsheet.

Score sheets prepared by Evaluation Committee members, together with collations thereof, will be retained as part of the record of evaluation.

Reporting

The evaluation of Proposals will be undertaken as soon as practical following the closing time for Proposals.

The Evaluation Team will prepare an Evaluation Report and the decision processes involved in ranking the Proponents will be documented.

A report recommending the proposed Proponents will be prepared and submitted to the Director, Communications and Corporate Relations. The report will include the following:

1. The name of the proposed Proponent to be employed as the provider of paid media planning and strategy services. And,
2. Key reasons for the recommendation.

Each member of the Evaluation Committee will provide a sign-off in respect of the Evaluation Report.

ATTACHMENT I

REQUEST FOR PROPOSALS
FOR THE PROVISION OF PAID MEDIA PLANNING
& STRATEGY SERVICES

CONFLICT OF INTEREST DECLARATION
& CONFIDENTIALITY UNDERTAKING

I,(full name) acknowledge and agree that:

I have agreed to participate as a member of a committee established to evaluate Proposals received in response to the above Request for Proposals.

I am not aware of any existing conflict of interest.

If I become aware of any actual or potential conflict of interest I will disclose it to RTA at the first reasonable opportunity.

I agree to keep confidential all information to which I become privy in my role as an Evaluation Committee member.

.....
Evaluation Committee Member

.....
Date

ATTACHMENT 2
REQUEST FOR PROPOSALS - ASSESSMENT FORM
PROVISION OF PAID MEDIA PLANNING & STRATEGY SERVICES

Proponent name:

Assessment Criteria	Summary / Notes	Score (0-20)
1. Demonstration of strategic media planning capacity and ability to develop media plans.		
2. Approach to campaign evaluation and ability to make strategic use of research in developing media plans.		
3. Proposed process and timelines for developing media plans, including the process for working effectively with the RTA's advertising agencies.		
4. Experience in developing strategic media plans for social / Government marketing programs.		
5. Relevance and depth of skills and experience of key personnel.		
6. Proposed cost of services.		

.....
 [Evaluation Committee Member]

.....
 Date: