

TOWN OF MANSFIELD, CONNECTICUT

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

Request for Qualifications and Proposals to: Provide Augmented Reality Representation Services

RFQ/P Issue Date: June 25, 2019

Statement of Qualification and Proposal Due Date: Thursday, July 25, 2019 by 2:00 p.m.

The Town of Mansfield will receive sealed qualifications and proposals to augmented reality representation services to the Town of Mansfield, Connecticut. Qualifications and proposals are due no later than 2:00pm on July 25, 2019.

Submission shall include one (1) hard copy and one (1) electronic copy of the Statement of Qualifications and one (1) hard copy and one (1) electronic copy of the proposal, and shall be submitted to:

Mr. Derrik Kennedy, Town Manager c/o Tasha N. Smith, Executive Assistant Town of Mansfield 4 South Eagleville Road Storrs Mansfield, CT 06268-2599 860-429-3336

Any addenda will be distributed by Tasha N. Smith. All firms are responsible for checking for new addenda.

1. INTRODUCTION

The Town of Mansfield is soliciting statements of qualifications and proposals for augmented reality representation services for the Town of Mansfield, Connecticut. This RFQ/P is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town Manager of the Town of Mansfield and the successful proposer.

Interested parties should submit a statement of qualifications and proposals in accordance with the requirements and directions contained in this RFQ/P. Proposers are prohibited from contacting any Mansfield employee, officer or official concerning this RFQ/P, except as set forth in Section 6. A proposer's failure to comply with this requirement may result in disqualification.

If there are any conflicts between the provisions of these standard instructions to proposers and any other documents comprising this RFQ/P, these standard instructions to proposers shall prevail.

2. SCOPE OF SERVICES

The services to be provided shall include, but are not limited to, representing the Town of Mansfield in all matters related to augmented reality advertising and marketing on Town property. This would include seeking and establishing relationships with Ad Network companies and negotiating advertising deals with Ad Network companies on behalf of the Town of Mansfield.

3. SELECTION AND DESIRED QUALIFICATIONS

3.1. Selection Process

Request for Qualifications Issued

Questions Due Date

Qualification Package/Proposal Due Date

Tentative Interview Date

Estimated Award Date

July 25, 2019

August 15, 2019

August 22, 2019

3.2. Proposal Submission Requirements

The Town of Mansfield expects that a proposal shall be drafted by each responsive agency for this RFQ/P. **The Proposal Submission shall be sealed and signed across the seal.** The Proposal Submission shall be made in a separate envelope or enclosure from the Qualifications. Both documents may be within the same shipping package but must be sealed separately.

The proposer shall provide a value for (1) their expected commission of any negotiated advertising deal between an Ad Network and the Town of Mansfield, and (2) any other charges, fees, or obligations on the Town to the agency.

3.3. Qualification Submission Requirements

The Town of Mansfield expects each respondent to meet at least the following minimum qualifications:

- 1. The agency must demonstrate experience in augmented reality and an expert knowledge in Ad Networks and public space advertising.
- Preference will be given to demonstrated experience with providing representation services to clients in advertising deals with Ad Network companies.
- 3. The responding agencies must have demonstrated experience in working with municipalities as clients.
- 4. Preference will be given to agencies that have in-house legal representation that provides guidance and review of tentative agreements between the Town and the Ad Network prior to a negotiated agreement.
- 5. Preference will be given to agencies who have a developed acting relationship with Connecticut State Agencies that currently regulate or may regulate in the future private advertising in public spaces.

3.4. Evaluation Criteria

Firms meeting the desired qualification set forth above and complying with the requirements of this RFQ/P will be evaluated based on the following evaluation criteria:

CRITERIA	Weight
Relevant Experience	1/3
Relevant Qualifications	1/3
Commission & Fee Proposal	1/3

The Town will base its initial ranking of responding agencies on the above evaluation criteria. If necessary, the Town will conduct interviews.

4. SUBMISSION REQUIREMENTS

Proposals shall include the following information at a minimum:

- I. Executive Summary
 - Please provide a narrative history of your firm and its relevant experience.
- II. Company Information
 - Name of Company and parent company, if any;
 - Name of Company Primary areas of service;

- Address of principal office and office from which project will be managed;
- Name, address, telephone number and e-mail address of the principal contact person to receive notifications and to reply to inquiries from the Town
- Years engaged in above service under your present name and all prior names by which firm was known.

III. Relevant Experience

 Describe experience working with community and government on the local and state level, particularly in the context of augmented reality representation services or negotiations with Ad Network companies.

IV. Proposed Team

- Provide an organization chart and resumes for all key personnel. For each of the key personnel provide a resume that provide the following information:
 - Current job title, responsibilities, type of work performed and time at current firm
 - Relevant background, credentials and experience with specific services of comparable nature and scope.

V. Service Approach

 Include your understanding of the services requested, approach and methodology, and key elements and factors which differentiate your firm from your competition.

VI. Default

Have you ever failed to complete any work awarded to you? Have you ever been declared in default of a contract? If so, when, why and what was the ultimate outcome.

VII. Commitment Statement

 Provide details on your firm's current and future service agreements and ability to provide requested services at the attention the Town of Mansfield feels it requires.

VIII. Litigation

 Describe any pending litigation, arbitration or mediation proceedings in which your firm is currently involved or has been involved in the preceding ten (10) years.

5. INSURANCE

The selected Proposer shall be required to furnish proof of the following insurance coverage within 10 (ten) days of receipt of Notice of Selection. Insurance shall be provided by an insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-VIII, or better. The Town must approve any and all exceptions. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions or renewals thereof. Each insurance certificate shall contain 30 (thirty) day notice of cancellation. All renewal certificates shall be furnished at least 30 (thirty) days prior to policy expiration.

INSURANCE REQUIREMENTS

A. Commercial General Liability: The vendor will maintain commercial general liability insurance covering all operations by or on behalf of the vendor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence

\$2,000,000 general aggregate with dedicated limits per project \$2,000,000 products and completed operations aggregate

\$1,000,000 personal and advertising injury

B. Automobile Liability: The vendor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

C. Workers' Compensation: The vendor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of Town shall apply.

Minimum Limits:

Workers' Compensation: statutory limit

Employer's Liability:

\$500,000 bodily injury for each accident

\$500,000 bodily injury by disease for each employee

\$500,000 bodily injury disease aggregate

D. Professional Liability: The Vendor shall maintain professional liability insurance, covering errors or omissions arising out of professional services to be provided pursuant to the contract between the Town and Vendor. The minimum limit of liability shall be \$1,000,000 per claim/\$1,000,000 annual aggregate. The aggregate shall apply separately to each project on which the Vendor is working.

Each Claim/Wrongful Act: \$1,000,000 Annual Aggregate: \$1,000,000

E. Cyber Liability: \$1,000,000 per incident, covering the town's cost for computer and data loss restoration, notification costs, credit monitoring, and liability to third parties from the vendor's failure to handle, manage, store, and control personally identifiable information

The Town of Mansfield shall be included as additional insured on the commercial general liability and commercial auto liability coverage.

Cancellation of insurance or other termination of insurance policies required without immediate replacement thereof may be considered a default in the terms and conditions of any such agreement the Town may choose to enter in the future. The Proposer agrees that such default may be cured by procurement of insurance by the Town on behalf of Proposer, as the Proposer's expense, at the Town's option.

To the fullest extent permitted by law, Vendor will be asked to defend, indemnify and hold the Town, its officers, agents and employees harmless from and against all liability, claims, loss, damage to person and property, judgments and expenses, including attorney fees, that arise from or are alleged to arise from the negligence or willful misconduct of Contractor and any of its employees and agents, unless such claim is the result of the sole negligence or willful misconduct of the Town's officers, agents or employees.

Waiver of Subrogation: The Vendor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against the Town. The vendor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

6. QUESTIONS AND AMENDMENTS

Any questions regarding the RFQ/P should be directed to the contact listed below via e-mail at SmithTN@mansfieldct.org by July 11, 2019 at 4:00pm. Answers to questions will be responded to in writing only.

Note: It is the responsibility of the owner's project management firm responding to this RFQ/P to qualify within its formal proposal, any modifications to this written RFQ/P and the Scope of Services contained herein.

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7. RIGHT OF REJECTION AND CLARIFICATION

The Town of Mansfield reserves the right to reject any and all statement of qualifications and to request clarification of information.

8. INDEPENDENT CONTRACTOR

The service representative agency shall be and operate as an independent contractor in the performance of the Town augmented reality representative services. The agency shall have complete charge of the personnel proposed as part of its team, and all persons employed by the agency shall be employees of said agency and not employees of the Town of Mansfield in any respect.

9. COMPLIANCE WITH LAWS

The agency shall comply with all applicable laws, bylaws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the service agreement.

10.SUB-CONTRACTORS

The selected agency shall not subcontract any of its work or services to be performed to others without the express prior written consent of the Town of Mansfield.

11. NONDISCLOSURE

The agency agrees that it will not divulge to third parties, without the written consent of the Town, any information obtained from or through the Town in connection with the services requested, except to the extent necessary to comply with this RFQ.

12. SUBMISSION DEADLINE

The submission shall include one (1) hard copy and one (1) electronic copy of the Statement of Qualification and the Proposal in response to this RFQ/P and must be received by no later than July 25, 2019 at 2:00pm.