

**Ohio Department of Health
Bureau of Health Promotion and Risk Reduction
Tobacco Risk Reduction Program**

Request for Proposals for

**Tobacco Risk Reduction Program
Counter-Marketing Campaign
Media Buyer**

**Proposal Due
Friday, December 29, 2003
4:30PM EST**

Part One: Executive Summary

Purpose: By this Request for Proposal (“RFP”) the Ohio Department of Health (“ODH”) is soliciting competitive proposals (“Proposals”) for third party administration (the “Work”). If a suitable offer is made in response to this RFP, the ODH may enter into a contract (the “Contract”) to have the selected offeror (the “Contractor”) perform the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the ODH will evaluate the Proposals and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective offerors must be prepared to meet them as they currently stand.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Work phase may result in the ODH refusing to consider the Proposal of the offeror.

I. Background

At 27.6%, Ohio has the fourth highest cigarette smoking rate in the U. S. Ohio men rank fifth at 29.1% and women rank fourth at 26.3%. Tobacco kills 20,000 Ohioans per year and 440,000 people per year nationally, making it the number one preventable cause of death in Ohio and in the United States. The health consequences of tobacco use include, but are not limited to heart disease, cancer, stroke, and chronic bronchitis. Pre-existing conditions such as Diabetes or Asthma can be exacerbated by tobacco use or secondhand smoke exposure. In addition to the death and disease caused by tobacco use, Ohioans also face adverse health consequences, such as heart disease and lung cancer, from inhaling secondhand smoke in the home, automobiles, public buildings, and worksites.

In addition to the health burden, tobacco use adversely affects Ohio’s financial resources. The annual health care cost directly caused by smoking is \$3.41 Billion. The proportion covered by state Medicaid is \$1.11 Billion. The smoking caused productivity loss in Ohio is \$4.14 Billion.

The Ohio Department of Health’s Tobacco Risk Reduction Program also has concern for various groups who are disproportionately affected by tobacco use. Examples include the following:

- Children living with parents who smoke are more likely to develop ear infections, bronchitis, have asthma, or have asthma attacks enhanced by secondhand smoke exposure.
- In 2000, Ohio young adults ages 18 to 24 had the highest smoking rates for males and females, at 39.7% and 36.1% respectively.
- Within the Hispanic community, 35% confirmed that within the past 30 days someone, including themselves, smoked cigarettes, cigars or pipes anywhere inside their home, in year 2000.
- Even though African American adults smoke fewer cigarettes and begin smoking later in life, their lung cancer incidence and mortality rates exceed their Ohio and national counterparts, respectively.
- In 1999, the 29 Ohio Appalachian counties had higher lung cancer incidence and mortality rates than the 59 non-Appalachian counties.

- From 1995 to 2001, the current adult smoking rate for the Appalachian region exceeded the rates for the rural, suburban, metropolitan regions and the state of Ohio, at 31%.

The Ohio Department of Health's Tobacco Risk Reduction Program is funded by the Centers for Disease Control and Prevention's Office on Smoking and Health. The goals of the tobacco program are to prevent youth from starting tobacco use, promote quitting among adults and youth, eliminate exposure to secondhand smoke, and identify and eliminate disparities among populations affected by tobacco use. The counter-marketing campaign will particularly address secondhand smoke in public places, worksites and homes; promote quitting; and contribute to eliminating regional, racial and ethnic disparities associated with tobacco use or secondhand smoke exposure.

The contract time frame will be from March 17, 2004 or upon execution by both parties, whichever is later, until June 29, 2004.

A. Objectives

The Tobacco Risk Reduction Program has the following objectives for the Work. The Contractor's obligation is to ensure that these objectives are met:

1. The print media, radio and television vendors which provide the tobacco use prevention announcements and media coverage will receive timely reimbursement for services rendered.
2. The best prices will be negotiated in an ethical and fair manner with all prospective vendors to provide the best possible coverage as it relates to announcement frequency and placement for each priority population and geographical area.
3. An evaluation report must be developed showing the extent to which the use of funds have met the deliverables requested in this RFP.

B. Overview of Scope of Work

1. Based upon the plan, develop and implement a fiscally efficient comprehensive media buy plan for the Ohio Dept. of Health's Tobacco Risk Reduction Program that allows for the lowest and best bid for air time or print space from local stations and print media vendors with the funding amounts allotted.
2. Work with the Centers for Disease Control and Prevention's Media Campaign Resource Center and Americans for Non-smokers Rights to obtain either pre-identified, or subsequently-identified tobacco use-prevention announcements and print ads.
3. Work with and consult with the Ohio Department of Health's Tobacco Risk Reduction Program's contract managers to effectively implement the total media buy plan.
4. Work with media duplication vendors, local radio and TV station personnel and print media vendors to obtain services, affidavits, and invoices for work related to announcement airings and printings to be forwarded to the Tobacco Program.
5. Consult with the Tobacco Risk Reduction Program's contract managers to determine the geographical areas, and in some cases, the duration of fly times within Ohio needed to support locals with media efforts.
6. In coordination with Tobacco Risk Reduction Program contract managers, develop an evaluation plan that will summarize the impact the media plan will have on the priority population and geographic areas to be covered.

C. Media Plan

The spots that must be placed and their priority population are listed below. In all cases the geographic location will be chosen after the contract takes effect.

1. Secondhand smoke and child health radio spot for low-income young adult (age 18-24) female African Americans, Latinas, and South East Ohio Appalachians. Counties/cities to be chosen at later date.
2. Cessation radio and TV spots for Urban African American adults in Cincinnati, and White South East Ohioan adults in 29 Appalachian counties.
3. Secondhand Smoke spot focusing on public places and workplaces for general public in Ohio. Counties/cities to be chosen at later date.
4. Cessation TV spots for young adults (18-24) non-college, junior college, vocational school and/or trade school demographic. Counties/cities to be chosen at later date.

II. Calendar of Events

The schedule for the application process and the Work is given below. The ODH may make changes in the Work schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective offeror's responsibility to check with the ODH contract person for current information regarding this RFP and its Calendar of Events and Tobacco Use Prevention-Specific Decisions.

A. Dates:

Firm Dates

RFP Issued: Thursday, December 4, 2003

Inquiry Process Begins: Thursday, December 4, 2003

Inquiry Process Ends: Friday, December 26, 2003

Proposal Due Date: Monday, December 29, 2003, 4:30PM Eastern Standard Time

Estimated Dates

Contractor Selected: Wednesday, January 7, 2004

Issuance of Purchase Order: Shortly after March 3, 2004

Work Begins: Upon receipt of Purchase Order shortly after March 17, 2004

Specific Performance Dates: Approximately March 17, 2004 to June 29, 2004

Part Two: Scope of Work and Deliverables

I. The Scope of Work and Deliverables

A. The CONTRACTOR shall provide the services and perform the work as specified in the following:

1. When necessary, report to ODH's Contract Manager, Tracy Clopton, M. S. W., Bureau of Health Promotion and Risk Reduction, The Ohio Department of Health, 246 North High Street, 8th Floor, PO Box 118, Columbus, Ohio 43216-0228 (Telephone Number 614-466-2273; Fax Number 614-564-2409). If Tracy Clopton is not immediately available, contact the Social Marketing Consultant, Eric Greene at 614-728-4884.
2. Based upon the plan, develop and implement a fiscally efficient comprehensive media buy plan for the Ohio Dept. of Health's Tobacco Risk Reduction Program that allows for the lowest and best bid for air time or print space from local stations and print media vendors.
3. Work with the Centers for Disease Control and Prevention's Media Campaign Resource Center, American Legacy Foundation, and Americans for Non-smokers Rights, to obtain either pre-identified, or subsequently-identified tobacco use-prevention announcements and print ads.
4. Work with and consult with the Ohio Department of Health's Tobacco Risk Reduction Program's contract managers to effectively implement the total media buy plan.
5. Work with media duplication vendors, local radio and TV station personnel and print media vendors to obtain services, affidavits, and invoices for work related to announcement airings and printings to be forwarded to the Tobacco Program as proof of payment and services rendered as specified.
6. Consult with the Tobacco Risk Reduction Program's contract manager to determine the geographical areas, and in some cases, the duration of flight times within Ohio needed to support locals with media efforts.
7. In coordination with Tobacco Risk Reduction Program contract managers, develop an evaluation plan that will summarize the impact the media plan will have on the priority population and geographic areas to be covered.

Media Plan

The announcements that must be placed and their priority population are listed below. In most cases, the geographic location will be provided after the contract takes effect. Also, funding allotments for each of the four projects will be provided after the contract takes effect.

1. Secondhand smoke and child health radio spot for low-income young adult (age 18-24) female African Americans, Latinas, and South East Ohio Appalachians. Counties/cities will be provided after the contract takes effect.
2. Cessation radio and TV announcements for predominantly Urban African American adults in Cincinnati, and predominantly White Southeast Ohioan adults in 29 Appalachian counties.
3. Secondhand Smoke print ads, and radio spots focusing on public places and workplaces for general public in Ohio. Counties/cities will be provided after the contract takes effect.

4. Cessation TV spots for young adults (18-24) non-college, junior college, vocational school and/or trade school demographic. Counties/cities will be provided after the contract takes effect.
- B. The **CONTRACTOR** shall furnish its own support staff and services as necessary for the satisfactory performance of the work described in **ARTICLE I, Section A**, above. Unless otherwise specified in this contract, **ODH** will not provide any staff, services, or material to the **CONTRACTOR** for the purpose of assisting the **CONTRACTOR** in the performance of this contract. **ODH** will provide the Contractor with 200 of previously tagged CD tapes for the radio announcements.
- C. **ODH** may, from time to time as it deems appropriate, communicate specific instructions and requests to the **CONTRACTOR** concerning the performance of the work described in this contract. Upon such notice and within ten (10) days after receipt of instructions, the **CONTRACTOR** shall comply with such instructions and fulfill such requests to the satisfaction of **ODH**. It is expressly understood by the parties that these instructions and requests are for the sole purpose of ensuring satisfactory completion of the work described in this contract. They are not intended to amend or alter this contract or any part thereof. All such instructions and requests shall be communicated to the **CONTRACTOR** by the **ODH** contract manager.
- D. The **CONTRACTOR** shall consult with the **ODH** contract manager as necessary to assure mutual understanding of the work to be performed and the satisfactory completion thereof.

II. Time of Performance

- A. Upon approval by the Director of **ODH** and, if required, the Controlling Board, this contract shall be in effect from March 17, 2004, or upon execution by both parties, whichever is later, through June 29, 2004, unless this contract is suspended or terminated pursuant to **ARTICLE X** prior to the termination date.
- B. It is expressly understood by both **ODH** and the **CONTRACTOR** that this contract shall not be valid and enforceable until the Director of the Office of Budget and Management certifies, pursuant to section 126.07 of the Revised Code, that there is a balance in the appropriation not already encumbered to pay existing obligations.
- C. The **CONTRACTOR** shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period prior to receipt of written notification from the **ODH** contract manager that the requirements of section 126.07 and, if applicable, section 127.16 of the Revised Code have been met.
 - D. The **CONTRACTOR** shall neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in **ARTICLE II, Section A**, above.

III. Compensation for Services

- A. In consideration of the services provided pursuant to **ARTICLE I** of this contract, **ODH** agrees to pay compensation at 100% of the negotiated rate to be determined, resulting in a maximum allowable compensation for services rendered under this contract. It is expressly understood by **ODH** and the **CONTRACTOR** that the terms of this contract limit the total compensation for services to a maximum of 100% of negotiated rate to be determined for the contract period set forth in **ARTICLE II**. The

CONTRACTOR shall monitor the hours worked under this contract and shall not accept an assignment under the contract if it will cause or is reasonably likely to cause the total amount paid under the contract for the contract period specified in **Article II** to exceed the maximum allowable compensation for services. The **CONTRACTOR** hereby waives the interest provisions of section 126.30 of the Revised Code.

- B. There is no reimbursement for travel and other related expenses.
- C. The **CONTRACTOR** shall invoice **ODH** for services the **CONTRACTOR** provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. **ODH** will reimburse the **CONTRACTOR** within forty-five (45) days of receipt of a valid invoice for the amount of payment due. **ODH** shall return any invalid or incomplete invoice to the **CONTRACTOR** within fifteen (15) days after **ODH** receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this contract shall be submitted by the **CONTRACTOR** no later than ninety (90) days following the termination of the contract. The **CONTRACTOR** hereby waives the interest provisions of section 126.30 of the Revised Code.
- D. Subject to the provisions of sections 126.07 and 131.33 of the Revised Code, which shall at all times govern this contract, **ODH** represents that:
 - 1) It intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 2) It will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement.

However, it is understood by the **CONTRACTOR** that the availability of funds is contingent on appropriations made by the Centers for Disease Control and Prevention, the federal funding source. If the federal funding source fails at any time to continue funding **ODH** for the payments due hereunder, this agreement is terminated as of the date funding expires without further obligation of **ODH** or the State of Ohio.

- E. **ODH** will not compensate the **CONTRACTOR** for any work performed prior to receipt of written notification from the **ODH** contract manager that the requirements of section 126.07 and, if applicable, section 127.16 of the Revised Code have been met as set forth in **ARTICLE II**, Sections B and C. **ODH** will not compensate the **CONTRACTOR** for any work performed after the termination date set forth in **ARTICLE II**, Section A.

Part Three: General Instructions

The following sections provide details on obtaining more information about how to respond to this RFP. All responses must be complete and in the prescribed format.

Contacts: The following person will represent the ODH during the proposal process:

Tracy Clopton, M. S. W., Tobacco Program Consultant
Ohio Dept. of Health
Tobacco Risk Reduction Program
246 North High Street, 8th Floor
PO Box 118
Columbus, Ohio 43216-0118
Telephone: 614-466-2273
Fax: 614-564-2409
E-mail: tclopton@gw.odh.state.oh.us

Alternative Contact Person: Eric Greene, M. A., Social Marketing Consultant
Ohio Dept. of Health
Health Promotion-Technical Assistance Unit
246 North High Street, 8th Floor
PO Box 118
Columbus, Ohio 43216-0118
Telephone: 614-728-4884
Fax: 614-564-2409
E-mail: egreene@gw.odh.state.oh.us

During the performance of the Work, an ODH representative (the Work Representative) will represent the ODH and be the primary contact for matters relating to the Work. The Work Representative(s) will be designated in writing after the contract has been awarded.

I. Inquiry Process

Fax inquiries regarding this RFP can be made any time during the inquiry period listed in the Calendar of Events. The only method for inquiries is through a fax sent to 614-564-2409, with a cover sheet identifying this RFP as the “**ODH/Tobacco Program Counter – Marketing Media RFP**”. The prospective offeror must address fax inquiries to the ODH Contact, Tracy Clopton, c/o Tobacco Risk Reduction Program.

When making an inquiry about a specific portion of this RFP, a prospective offeror must reference the relevant part of this RFP, the heading for the provision under question and the page number of the RFP where the provision can be found. After a prospective offeror sends an inquiry, a representative of the prospective offeror must directly send the fax via e-mail to announce the inquiry. The ODH Contact will respond by fax.

The state will not respond to any inquiries made after Friday, December 26, 2003.

Communication Restrictions: From the release of this RFP until a Proposal is selected and the Contract executed, prospective offerors may not communicate with any ODH staff concerning this RFP except through the inquiry method. This does not apply to communication during the evaluation process if the ODH initiates the communication. If an offeror engages in any unauthorized communication, the ODH may reject that offeror’s Proposal.

Each offeror must submit an original and two (2) complete, sealed, and signed copies of its Proposal, and each Proposal must be clearly marked “**ODH/Tobacco Program Counter – Marketing Media RFP**” on the outside of its envelop. Each offeror must submit both a technical component and a cost component as part of the Proposal.

Proposals must be received no later than Monday, December 29, 2003, 4:30PM, Eastern Standard Time. The Proposal must be submitted to:

Tracy Clopton, M. S. W., Tobacco Program Consultant
Ohio Dept. of Health
Tobacco Risk Reduction Program
246 North High Street, 8th Floor
PO Box 118
Columbus, Ohio 43216-0118

The ODH may reject any Proposal or unsolicited Proposal amendments that are received after the deadline. An offeror that mails its Proposal must allow for adequate time to ensure its timely receipt. **The ODH may reject late Proposals regardless of the cause for the delay.**

Each offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The offeror also agrees that the Contract will be the complete and exclusive statement of the agreement between the ODH and the Contractor and will supersede all communications between the parties regarding the Contracts subject matter.

The ODH may reject any Proposal if the offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the offeror's Proposal fails to meet any requirement of this RFP. The ODH may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the offerors responding to this RFP.

All Proposals and other material submitted will become the property of the ODH and may be returned only at the ODH's option. Proprietary information should not be included in a Proposal or supporting materials because the ODH will have the right to use any materials or ideas submitted in any Proposal without compensation to the offeror. Additionally, pursuant to Section 149.43 of the Ohio Revised Code all Proposals may be considered a public record and released to the public after the Contract has been awarded.

The ODH will retain all Proposals or a copy of them, as part of the contract file for at least three (3) years. After the retention period, the ODH may return, destroy, or otherwise dispose of the Proposals or the copies.

Waiver of Defects: The ODH has the right to waive any defects in any Proposal or in the submission process followed by an offeror. But the ODH will only do so if it believes that it is in the ODH interests and will not cause any material unfairness to other offerors.

Amendments to Proposals: Amendments or withdrawals of Proposals will be allowed only if

the amendment or withdrawal is received before the Proposal due date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFP.

Proposal Instructions: The requirements for the Proposal's contents and formatting are contained under "Requirements for Proposals," in General Instructions, Section III, A. Each Proposal must be organized in the same manner as the items are ordered in the instructions contained in this RFP.

The ODH wants clear and concise Proposals. A maximum of 15 double-spaced, single-sided, 12 Point, Times New Roman font pages (excluding Section L or other attachments) is allowed. However, offerors should take care to completely answer questions and meet the RFP's requirements.

All offerors are on notice that the ODH will not be liable for any costs incurred by an offeror in responding to this RFP, regardless of whether the ODH awards the Contract through this process, decides not to go forward with the Work, cancels this RFP for any reason, or contracts for the Work through some other process or by issuing another RFP.

III. Requirements for Proposals/Instructions

A. Proposal Format: Each Proposal must include sufficient data to allow the evaluators to verify the total cost for the Work and all of the offeror's claims of meeting the RFP's requirements. These instructions describe the required format for a responsive Proposal. The offeror may include, any additional information it believes is relevant. An identifiable tab sheet must precede sections B - L of the Proposal and each Proposal must follow the format outlined below. All pages, except preprinted technical inserts, must be sequentially numbered.

Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following:

- A. Cover Letter
- B. Table of Contents
- C. Contractor Profile
- D. Contract Performance
- E. Development Capabilities
- F. Staffing Plan
- G. Personnel Profile Summaries
- H. Work Plan
- I. Work Schedule (Time Line)
- J. Support Requirements
- K. Cost Summary
- L. Time Commitment

- M. Supporting Documentation
 - a. Bid Bond
 - b. Performance Bond

- c. Conflict of Interest Statement
- d. Payment Address
- e. Proof of Insurance
- f. W-9 Form (completed properly and signed in Blue Ink)

B. Cover Letter: The cover letter must be in the form of a standard business letter and signed by an individual authorized to legally bind the offeror. The cover letter will provide an executive summary of the solution the offeror plans to provide. The letter must also include the following:

- a. A statement regarding the offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles;
- c. The name, phone number, and fax number of a contact person who has authority to answer questions regarding the Proposal.

C. Contractor Profile: Each Proposal must include a profile of the offeror's relevant experience working on projects similar to this Work. The profile must also include the offeror's legal name, address, and telephone number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; percent of women employees; percent of minority employees, and any other background information that will help the evaluation committee gauge the ability of the offeror to successfully complete the Work and address the State Controlling Board requirements.

The offeror must also include two (2) references for which the offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work. These references must relate to work that was completed within the past five (5) years.

Each reference must be willing, if called to do so, discuss the offeror's performance with the Evaluation Committee.

To stay within the Centers for Disease Control and Prevention's Guidelines for collaboration with private sector agencies that accept funds from or conducts business with the Tobacco Industry and its subsidiaries, the offeror must disclose any activities or work within the past five (5) years that may be considered a conflict of interest. Given the nature of this RFP focusing on tobacco use prevention for the state of Ohio, the ODH has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

D. Contract Performance: For this section, the offeror must provide the following information for the past seven (7) years.

- a. Whether the offeror has had a contract terminated for default or cause. If so, the offeror must submit full details, including the other party's name, address, and telephone number.
- b. Whether the offeror has been assessed any penalties in excess of twenty thousand dollars (\$20,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity.) If so, the offeror must provide complete details,

including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.

c. Whether the offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.

d. Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s)

e. Whether the offeror, any officer of the offeror, or any owner of a twenty percent (20%) interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding

f. Whether the offeror, any officer of the offeror, or any owner with a twenty percent (20%) interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item in (a) through (f) is affirmative, the offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an offeror from consideration, such an answer and a review of the background details may result in a rejection of the offeror's Proposal. The Evaluation Committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the offeror's performances of the Work, and the best interests of the ODH.

E. Development Capabilities: Each offeror must describe its capability, capacity, and plans for developing the Deliverables, as well as describe contingency plans if the primary plan is not able to meet the Work's needs.

F. Staffing Plan: The offeror will provide a staffing plan that identifies all material personnel required to do the Work. The plan must have the following information:

- A diagram matching each key member to the staffing requirements in this RFP.
- A contingency plan that shows the ability to add more staff if needed to meet the Work's due date(s).
- A discussion of the offeror's ability to provide qualified replacement personnel.

G. Personnel Profile Summaries: Each Proposal must include a profile for each key member of the proposed Work team. All candidates proposed must meet the mandatory technical experience for the candidate's position and be identified by name. If any candidate does not meet the minimum requirements for the position the candidate has been proposed to fill, the offeror's Proposal may be rejected as non-responsive. The Personnel Profile Summaries should include:

a) References. Provide one (1) reference for the proposed candidate. Give the name of the person to be contacted, phone number, company, and address;

b) Summary of Education and Training;

c) Past Experience and Qualifications;

d) Resume

H. Work Plan: The offeror must fully describe its approach, methods, and specific work steps for doing the Work and producing the Deliverables. The ODH encourages responses that demonstrate a thorough understanding of the nature of the Work and what the Contractor must do to get the Work done well. The work plan must include a description of the software and data program to be developed or modified to meet reporting requirements as described in Part One: Scope of Work and Deliverables.

The ODH seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the offeror will be prepared to quickly undertake and successfully complete the required tasks. The offeror's work plan should clearly and specifically identify key personnel assignments and the number of hours by individual for each task.

After award, the Work Plan will become the offeror's master plan to fulfill the Contract. It will incorporate other plans required by this RFP, if any.

I. Work Schedule: The offeror will provide a detailed Work schedule for all Deliverables. The Work schedule should show all major Work tasks. The schedule should clearly demonstrate how the work will be fully completed and the estimated turn-around times.

J. Support Requirements from ODH: The offeror must describe the support it wants from the ODH to accomplish the Work other than what the ODH has offered elsewhere in this RFP. Specifically, the offeror should address the following:

- nature and extent of ODH support required;
- assistance from ODH staff and the experience/qualification level required; and
- other support requirements.

The ODH may not be able or willing to provide the additional support the offeror lists in this part of its Proposal. The offeror must therefore indicate whether its request for additional support is a requirement for its performance.

K. Cost Summary: The offeror's total cost for the entire Work must be defined as a grand total for all Deliverables in the form of percentage of total budget (i.e. 2%, 5%, 10% etc.) to be disclosed when contract is awarded. The total must be represented as the not-to-exceed fixed percentage price. The ODH will not be liable for any costs the offeror does not identify in its Proposal. The offeror must also describe their ability to provide fiscal and other Work-related reports at the end of the Contract, as well as, on an ad-hoc or intermittent basis, if necessary.

L. Time Commitment: The offeror must submit a statement and chart that clearly indicates the time commitment of the proposed Work team, including the Work Manager, to this Work and any other, non-related work during the term of the Contract. The offeror must also include a statement indicating to what extent, if any, the Work Manager may be used on other projects during the term of the Contract. The evaluation committee may reject any Proposal that commits the proposed Work Manager to other work during the term of the Contract if the committee believes that doing so will be detrimental to the offeror's performance.

M. Supporting Documentation:

a. Bid Bond. Each offeror must include a bid bond in its Proposal. The bid bond must be payable immediately if the offeror is selected to negotiate and fails to negotiate in good faith or, on award of the Contract, fails to deliver a fully executed Contract within five (5) business days after the Contract award. The amount of the bid bond must be Ten Percent (10%) of the offeror's fixed, firm fee for the Work. Proposals unaccompanied by a proper bid bond will be rejected.

b. Performance Bond. The Contractor must provide a performance bond. The amount of the performance bond must be equal to at least One Hundred Percent (100%) of the total amount of the Contract and must remain in place through the term of the Contract. Each offeror must enclose a letter of commitment from a bonding company for the performance bond with its Proposal.

c. Conflict of Interest Statement. Each Proposal must include a statement indicating whether the offeror or any people that may do the Work through the offeror have a possible conflict of interest (e.g., employed by the state Ohio, etc.) and, if so, the nature of that conflict. The ODH has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

d. Payment Address. The offeror must provide the address to which payments to the offeror will be sent.

e. Proof of Insurance. In this section, the offeror must provide a certificate of insurance.

f. W-9 Form. The offeror must complete the attached W-9 form in its entirety. At least one (1) original W-9 form signed in blue ink, must be submitted. All other copies of a Proposal may contain copies of the W-9 form. Please indicate which Proposal contains the original signature.

PART FOUR: EVALUATION OF PROPOSALS

I. Review of Proposals

Disclosure of Proposal Contents: The ODH will seek to keep the contents of all Proposals confidential until the Contract is awarded. The ODH will also prepare a registry of Proposals containing the name and address of each offeror. The registry will be open for public inspection after the Proposals are opened.

Rejection of Proposals: The ODH may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the ODH believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the ODH may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or other means.

If a late Proposal is rejected, the Contract Manager will not open it or evaluate it for format or completeness.

General Evaluation of Proposals: The evaluation process may consist of up to four distinct phases:

1. The Project Director's Initial Review of all Proposals for Defects.
2. The Evaluation Committee's Evaluation of the Proposals.
3. Request for More Information (Interviews, Presentations, and/or Demonstrations).
4. Negotiations.

It is within the purview of the evaluation committee to decide whether phases three and four are necessary. The committee has the right to eliminate or add phases three and/or four.

Clarifications: During the evaluation process, the Contract Manager or the Evaluation Committee may request clarifications from any offeror under active consideration and may give any offeror the opportunity to correct defects in its Proposal if the ODH believes doing so does not result in an unfair advantage for the offeror and it is in the ODH's interests to do so.

Initial Review: The Project Director will review all Proposals for their timeliness, format, and completeness. The Project Director will normally reject any late, incomplete, or incorrectly formatted Proposal, though the Project Director may elect to waive any defects or allow an offeror to submit a correction.

The Contract Manager will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which he or she will chair.

Committee Review of the Proposals: The Evaluation Committee will evaluate and numerically score each Proposal that has been forwarded to it. The evaluation will be according to the criteria in Section II, Evaluation Criteria of Proposals, beginning on page 14.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or other ODH personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of other ODH committees that have subject

matter expertise or an interest in the Work. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. Those offerors submitting the highest rated Proposals will be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the committee's discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase.

At any time during this phase, the ODH may ask an offeror to correct, revise, or clarify any portions of its Proposal.

The Evaluation Committee will document all major decisions in writing and make these a part of the contract file along with the evaluation results for each Proposal considered.

II. Evaluation Criteria of Proposals:

Proposal Evaluation Criteria. In the Proposal evaluation phase, the committee will rate the Proposals submitted in response to this RFP based on **the completeness and thoroughness of the proposal submitted. The offeror should show that the objectives stated in the proposal are understood and offer a logical program for their achievement.** The following criteria will be used to evaluate and score proposals.

<u>Factor</u>	<u>Maximum Points</u>
A. Past performance /experience requirements	30
-Contractor Profile	
-Contract Performance	
-Development Capabilities	
B. Personnel requirements	15
-Staffing Plan	
-Personnel Profile Summaries	
C. Proposed activities to meet program requirements	35
-Work Plan	
- Work Schedule	
D. Reporting requirements	10
-Periodic and Final Reports to ODH & Financial Management Plan	
E. Cost	10
TOTAL	100 Max. Pnts.

Each member of the Evaluation Committee assigns scores to the offerors proposals based on the responsiveness of the proposal to the RFP requirements and the responsibility of the offeror based on the response to each requirement. Various questions, including those in the scoring grid below, will be considered during the review process.

A. Past Performance/Experience Section: Maximum Score - 30

Considerations:

- Number of employees
- Percent of women employees
- Percent of minority employees
- Annualized dollars of payroll
- Number of years doing business
- Number clients that are State Agencies
- Number of years conducting media buys and evaluation reporting

Scoring Questions:

Does the offeror provide two (2) references for which they have successfully provided services on projects that were similar in nature, size, and scope of work?

Has the offeror had a contract terminated for default or cause in the last seven (7) years?

Has the offeror been assessed any penalties including liquidated damages under any existing or past contract with any organization, including government agencies?

B. Personnel Requirements Section: Maximum Points - 15

Considerations: Personnel Profile for each key member of proposed work team

- Education
- Training
- Qualifications
- Job Descriptions
- Personnel resume

Scoring Questions: Will you need to increase staff in order to effectively implement the ODH/Tobacco Risk Reduction counter-marketing campaign media project?

C. Proposed Activities to meet Program Requirements and Approach: Maximum Points - 35

Scoring Questions:

Does the response contain a Cover Letter?

Does the offeror's work plan describe in sufficient detail how they will deploy existing resources to meet Contract/RFP requirements?

To what extent does the proposal describe the procedures for implementing the media buy plan and producing Deliverables?

D. Reporting Requirements Section: Maximum Points -10

Scoring Questions:

Does the proposal show that offeror can make payments and provide payment management reports and affidavits that provide the following information:

A) Copies and accompanying explanations of transaction logs, receipts, invoices and affidavits from media support vendors, as well as, direct Radio, TV and Print advertisement vendors for work completed and matching the Contract allotments at the end of the Contract period?

B) Provide a thorough evaluation plan (i. e. number of people reached, number of times ad was heard/shown per person) for each media plan deliverable?

C) Does the offeror have the capability to produce ad hoc or intermittent fiscal and project management reports based on existing data upon request?

D) Does the offeror have a financial management plan for ODH funds strictly for this project?

E. Cost Maximum Points -10

Note: Before evaluating the technical merits of the Proposals, the committee may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. And the committee may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

Before considering costs, the committee will first adjust the cost of the Proposals to factor in the preference given to Ohio-based offerors, if applicable.

Scoring Questions:

Is the total cost identified in percentage form?

Are the costs reasonable considering the Work to be done?

Is the total cost given as a "Not to exceed" fixed percentage price?

Financial Ability: Part of the Proposal evaluation criteria is the qualifications of the offeror, which includes as a component the offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all offerors.

In evaluating an offeror's financial ability, the weight the committee assigns, if any, to that financial ability will depend on whether the offeror's financial position is adequate or inadequate. That is, if the offeror's financial ability is adequate, the value assigned to the offeror's relative financial ability in relation to other offerors offers mayor may not be significant, depending on the nature of the Work. . But if the evaluation committee believes the offeror's financial ability is not adequate, that offeror's Proposal may be rejected by the committee.

Interviews, Demonstrations, and Presentations: The Proposal Evaluation Committee may require some offerors to interview with the committee, make a presentation about their Proposal, and/or demonstrate their services. Such presentations, demonstrations, and interviews provide an offeror with an opportunity to clarify its Proposals and to ensure a mutual understanding of the Proposal's content. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation committee and will be held on the 8th Floor, 246 N. High Street, Columbus, Ohio 43216-0118.

The evaluation committee may record any presentations, demonstrations, and interviews.

F. OTHER CONDITIONS

A. ODH is under no obligation to pay any costs incurred in the preparation of proposal submissions.

B. ODH reserves the right to reject any and all proposals where the bidder fails to meet the terms and conditions of the RFP, including but not limited to, standards, specifications, and requirements, or where the response to the RFP contains significant inconsistencies and/or inaccuracies.

C. ODH reserves the right to reject, in whole or in part, any and all proposals, where ODH, taking into consideration factors including but not limited to, price and the results of the evaluation process, has determined that award of a contract would not be in the best interests of ODH or the state.

D. ODH may cancel and/or reissue the RFP, in whole or in part, when the services offered are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP; or pricing offered is considered to be excessive in comparison with existing market conditions or exceeds the available funds of ODH; or it is determined that award of a contract would not be in the best interests of ODH and/or the state.

E. ODH reserves the right to waive minor defects and to provide bidders with the opportunity to correct material defects when no prejudice to the rights of other bidders or to the public will result. Bidders shall be afforded fair and equal treatment regarding any clarification and/or correction.

F. ODH reserves the right to amend or withdraw the RFP any time prior to the award of a contract. The bidder may withdraw a response to the RFP any time prior to the award of a contract.

G. All products which result from the proposed contractual agreement will be the sole property of ODH.

H. All bids will be considered firm and in the event a contract ensues as a result of this solicitation, the bidder selected will be required to fulfill the contractual obligations at the amount quoted in the cost proposal.

I. In the event a contract ensues as a result of this solicitation, the bidder selected will be required to sign a statement protecting the confidentiality of all individuals served.

J. Pursuant to Section 149.43 of the Ohio Revised Code, the proposal may be considered a public record and be released upon request.

PART FIVE: CONTRACT NEGOTIATIONS

The final phase of the evaluation process is contract negotiations; Contract Negotiations will be held on the 8th Floor, 246 N. High Street, Columbus, Ohio 43216-0118. Negotiations will be scheduled at the convenience of the committee. The selected offeror(s) must negotiate in good faith.

Negotiations may be conducted with any offeror who submits a competitive Proposal, but the committee may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the offeror's proposal, as appropriate. Any offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiation revisions to its Proposal based on the amended RFP. But should the evaluation process have resulted in a top-ranked Proposal, the committee may limit negotiations to only that offeror and not hold negotiations with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the committee may negotiate with the next highest-ranking offeror. Lower ranking offerors do not have a right to participate in negotiations conducted in such a manner.

Auction techniques that reveal one offeror's price to another or disclose any other material information derived from competing proposals are prohibited. Any oral modification of a proposal will be reduced to writing by the offeror as described below.

Following negotiations, the committee will set a date and time for the submission of best and final proposals by the remaining offeror(s). Best and final proposals may be submitted only once, unless the committee makes a determination that it is in the ODH's interest to conduct additional discussions. In such cases, the committee may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed.

It is entirely within the discretion of the committee whether to permit negotiations. An offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The committee is free to limit negotiations to particular aspects of any Proposal, to limit the offerors with whom the committee wants to negotiate, or to dispense with negotiations entirely.

From the opening of the Proposals, ODH will limit access to information contained in the Proposals solely to those people with a need to know the information. ODH will also seek to keep this information away from other offerors, and the evaluation committee will not be allowed to tell one offeror about the contents of another offeror's Proposal in order to gain a negotiating advantage.

Negotiated changes will become a part of the written contract file open to inspection to the public. The written changes will be drafted and signed by the Contractor and

submitted to the ODH within five (5) business days.

If the ODH and evaluation committee accepts the change, the ODH will give the offeror written notice of the committee's acceptance. The negotiated changes to the successful offer will become part of the Contract.

Failure to Negotiate: If an offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the ODH may terminate negotiations with that offeror and collect on the offeror's bid bond.

PART SIX: AWARD OF THE CONTRACT

Contract Award: The ODH plans to award the Contract for the Work on December 15, 2003, if the ODH decides the Work is in its best interests and has not changed the award date.

In awarding the Contract, ODH will issue a letter of intent to the selected Contractor. The letter will include two (2) copies of the Contract. The Contractor will have five (5) business days to return two originally signed copies of the Contract to ODH. The Contract is not binding until it receives Controlling Board approval, ODH issues a purchase order, and all other prerequisites identified in the Contract have occurred.

The ODH expects the Contractor to commence the Work within fifteen (15) working days after the ODH issues a purchase order under the Contract.

Contract. If this RFP results in a Contract award, the Contract will consist of: a written services contract, substantially similar to attachment 3, which is a template for preparation of the ODH Standard Contract; this RFP; written amendments to this RFP; the Contractor's Proposal; and written, authorized amendments to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. The written Services Contract;
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Contractor's Proposal, as amended; and,
5. The documents ,and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, purchase orders, change orders, and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.