STATE OF WYOMING

DEPARTMENT OF ADMINISTRATION AND INFORMATION

PROCUREMENT SECTION

2323 CAREY AVENUE

CHEYENNE, WY 82002

REQUEST FOR PROPOSAL NUMBER 0025-G

DEPARTMENT OF HEALTH

PUBLIC HEALTH DIVISION

**TOBACCO PREVENTION AND CONTROL PROGRAM MEDIA**

PROPOSAL DUE DATE AND TIME

AUGUST 20, 2021 – 2:00 P.M. MOUNTAIN TIME

PURCHASING REPRESENTATIVE:DEBI WALKER

E-MAIL ADDRESS: DEBI.WALKER@WYO.GOV

TELEPHONE NUMBER: (307) 777-6707

DEPARTMENT OF HEALTH

REPRESENTATIVE: WENDY MCGEE

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## SECTION 1: REQUEST FOR PROPOSAL

## SUBMISSION OF PROPOSALS:

The A&I Procurement Office will receive proposals for providing Tobacco Prevention and Control Program Media Services FOR THE STATE OF WYOMING, DEPARTMENT OF HEALTH (Agency) through the public purchase online bidding system. Proposals are due no later than AUGUST 20, 2021, 2:00 p.m. Mountain Time. The technical proposal and cost proposal should be uploaded as separate documents and identified as such.

* 1. Proposals should be accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. All proposals should be uploaded on the public purchase online bidding system. Proposals sent by FAX, email, or paper copy may be rejected.
	2. Proposals should be submitted through the public purchase online bidding system on or before the time and date specified. Proposals received after the time and date specified may be rejected.

1.3 The State of Wyoming reserves the right to withdraw this Request for Proposal, without cause, at any time before a contract has been fully signed and submitted to the A&I Procurement Office.

## MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

* 1. A proposal may be altered through the public purchase online bidding system before the proposal due date and time contained in this document.
	2. The proposer may withdraw its proposal through the public purchase online bidding system up to the proposal due date and time contained in this document. If a proposal is accepted and the proposer then fails to furnish the service agreed to in the proposal, that proposer may be eliminated from future consideration.

## PREPARATION OF PROPOSALS:

* 1. A proposal may be rejected if it modifies any of the provisions, specifications, or minimum requirements of the Request for Proposal.
	2. In case of error in the extension of prices in the proposal, unit prices will govern.

## AWARD AND CONTRACT INFORMATION:

* 1. The State of Wyoming will ensure that minority business enterprises are afforded full opportunity to submit proposals. The State of Wyoming will not discriminate on the grounds of age, race, color, sex, creed, national origin, or disability status.
	2. The proposer also agrees that should it be awarded a contract, it will not discriminate against any person who performs work under the contract because of age, race, color, sex, creed, national origin, or disability. In addition, the successful proposer shall comply with the Americans with Disabilities Act and the Wyoming Fair Employment Practices Act.
	3. The proposer expressly warrants to the State that it has the ability and expertise to perform the contract if awarded. In doing so it shall use the highest standards of professional workmanship.
	4. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The A&I Procurement Office will award the contract to the firm determined to have the most responsive and responsible proposal by the Department of Health.
	5. The successful proposer will be required to agree to and execute a formal contract with the State containing terms required by the Attorney General with reasonable adjustments acceptable to the State.
	6. If applicable, the State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency’s written acceptance of the deliverables or services.

DATED: JULY 21, 2021

STATE OF WYOMING

Procurement Section

 DEBI WALKER

# **SECTION 2: General Provisions**

## INSURANCE:

* 1. The contract between the successful proposer and the State shall require the successful proposer to carry certain insurance policies. All such insurance policies, except workers’ compensation and unemployment compensation policies, shall contain a waiver of subrogation against the Agency and the State, its agents and employees.

**2. LAWS TO BE OBSERVED:**

2.1 The proposer shall keep fully informed of, and comply with, all applicable federal and state laws or rules, all local bylaws, regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority. The proposer shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any law, rule, bylaw, ordinance, regulation, order or decree whether by itself or its employees.

## 3. ASSIGNMENT:

3.1 The proposal shall not be assigned by the proposer. Third party participation is authorized only as a joint venture that shall be clearly stated in detail in the proposal and signed by all parties participating.

* 1. The proposer shall not enter into any subcontracts for any of the work contemplated under this Request for Proposal without the State’s prior written authorization.

## 4. ACCOUNT REPRESENTATIVE:

4.1 The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing its account. The representative shall provide the services required to ensure that the account will be administered in an organized, systematic manner.

## 5. EXTENSION AND AMENDMENT:

## 5.1 The proposer and the State covenant and agree that this proposal or subsequent contract may, with the mutual approval of the proposer and the State, be extended one year at a time for a total contract period not to exceed four (4) years.

## 6. AUDIT AND ACCESS TO RECORDS:

6.1 The State or any of its duly authorized representatives shall have access to the proposer’s books, documents, papers, electronic data and records that are directly pertinent to this Request for Proposal.

## 7. CONFLICT OF INTEREST:

7.1 The proposer warrants that no kickbacks, gratuities, or contingency fees have been paid in connection with this Request for Proposal and none have been promised. The proposer warrants that no one being paid pursuant to the proposal is engaged in any activity that would constitute a conflict of interest with respect to the purposes of the proposal.

## 8. NO FINDER'S FEE:

8.1 The proposer warrants that no finder’s fee, employment agency fee, or other fee related to the proposal shall be paid.

## 9. SOVEREIGN IMMUNITY:

9.1 Pursuant to Wyo. Stat. § 1‑39‑104(a), the State of Wyoming and the Agency expressly reserve sovereign immunity and specifically retain all immunities and defenses available to them as sovereigns. The proposer acknowledges that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designation of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Request for Proposal shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

## 10. INDEMNIFICATION:

10.1 The proposer shall release, indemnify, and hold harmless the State, the Agency, and its officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's failure to perform any of the proposer's duties and obligations hereunder or in connection with the negligent performance of the proposer's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's negligence or other tortious conduct.

## 11. APPLICABLE LAW/VENUE:

11.1 The construction, interpretation, and enforcement of this Request for Proposal shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Request for Proposal as a whole and not to any particular provision or part.

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# **SECTION 3: SPECIAL PROVISIONS**

**PROPOSALS SHOULD BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00 p.m. MOUNTAIN TIME ON: AUGUST 20, 2021.**

**PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED MAY BE REJECTED.**

**It is the responsibility of the proposer to clearly identify all information that is considered confidential in accordance with the Wyoming Public Records Act, W.S. § 16-4-201 through § 16-4-205. Please identify each confidential page with the word “CONFIDENTIAL” in capital, bold letters centered at the bottom of each page. Information not clearly marked may be considered public. If the proposer submits information that it believes is confidential, it must include a statement justifying its basis for that belief.**

## STATE PARTIES:

* 1. This Request for Proposal is issued by the A&I Procurement Office on behalf of the Department of Health (Agency).
	2. Throughout this document and others in connection with this project, various references are made, or will be made to the "State." Generally, whenever this reference appears, the term "State" incorporates all state agencies that will be working on this project.
	3. It should be understood that the Director of Department of Health is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Any contracts, agreements, or modifications not bearing this signature or that of a designee are invalid.

## CONTENT AND PROCUREMENT POINTS OF CONTACT:

2.1 The A&I Procurement Office is the primary point of contact from the date of release of the Request for Proposal until the contract is fully executed.

2.2 Written questions about the procurement process should be submitted through the Public Purchase online bidding system until 2:00 p.m. Mountain Time, AUGUST 6, 2021. Any questions received after the deadline may not be accepted or considered. **Each question should be submitted individually**. It is the proposer’s responsibility to check the Public Purchase system for answers to questions, addenda, or bid tabulations. Telephone calls, emails, or faxes may not be accepted.

2.3 Written responses will be available through the Public Purchase online bidding system. Responses will not identify the firm that submitted the question. Only the written answers issued by the Agency are the official position on an issue, and these answers shall become part of the Request for Proposal.

## RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF:

* 1. Until a proposer is selected and the selection is announced, proposers are not allowed to communicate with State staff except:
		1. Procurement Section;
		2. Via written questions through the Public Purchase online bidding system.
	2. If a proposer violates, the State reserves the right to reject the proposal.

## EFFECTIVE DATES OF PROPOSAL:

## All terms, conditions, and costs quoted in the proposer's response will be binding on the proposer for 180 days from the effective date of the proposal.

## ADVERTISING AWARD CONDITIONS:

## A fully executed contract should be completed with the State before the successful proposer may advertise the award of the contract or the services being provided. The proposer should agree not to refer to awards in commercial advertising in a manner that states or implies that the firm or its services are endorsed or preferred by the State of Wyoming.

## CONTRACT NEGOTIATIONS:

* 1. The State will notify the most qualified/successful proposer and negotiate a contract in accordance with the Wyoming Attorney General’s contract guidelines. The successful proposer will be required to enter into and sign a formal contract with the State.
	2. In the event the successful proposer fails to reach an agreement with the State, negotiations will be terminated, and at the State’s sole discretion, negotiations may be initiated with the next most qualified/successful proposer, or the RFP may be withdrawn or reissued. This process will be followed until an agreement is reached, or until the State determines that the RFP will be withdrawn or reissued. The State assumes no obligation to a selected proposer until an agreement is reached and a contract is fully executed. The State will not negotiate concurrently with more than one proposer for the same award.

## BEGINNING WORK:

* 1. The successful proposer may not perform any work that could be billed until a contract has been executed. The State will not pay for any work by the proposer before a contract is executed.

## COPYRIGHT INFRINGEMENT:

* 1. The proposer warrants that no materials, products, and services proposed will infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the State, the State shall promptly notify the proposer, and the proposer shall defend the claim. The defense will be at the proposer’s expense.

## COST OF PREPARING PROPOSALS:

* 1. All costs incurred for preparing the proposal and for other procurement related activities are solely the proposer’s responsibility. The State of Wyoming will not provide reimbursement for these costs.

## RISKS AND LIABILITY:

* 1. By submitting a proposal, a proposer assumes any and all risks and liability associated with information in the proposal and its release.

## AMENDMENTS:

* 1. The State reserves the right to amend this Request for Proposal before the proposal submission date. Amendments will be uploaded to the Public Purchase system. It is the proposer’s responsibility to check the Public Purchase system for amendments.

## PROPERTY DAMAGE AND LIABILITY INSURANCE:

* 1. The proposer may be required to furnish proof of property damage and liability insurance in the amount deemed necessary by the Agency for the project, if applicable.
	2. Questions regarding the required insurance coverages and limits for this project should be submitted in writing in accordance with instructions outlined in the special provisions.

## MISREPRESENTATION OF INFORMATION:

* 1. Misrepresentation of a proposer’s status, experience, or capability in the proposal may result in disqualification of that proposer from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the State and after consultation with the A&I Procurement Office, preclude the proposer from the selection process.

## DISPOSITION OF PROPOSALS:

* 1. All material submitted becomes the property of the State of Wyoming, which is under no obligation to return any of the material submitted.

## LEGAL CONSIDERATIONS:

* 1. This Request for Proposal is issued under the provisions of Wyo. Stat. § 9-2-3204.
	2. Proposers are presumed to know all requirements of the Request for Proposal and applicable law. Any proposal that fails to meet all requirements may, at the option of the State, be rejected without further consideration.

## PROPOSER RELATIONSHIP WITH STATE:

* 1. Proposer staff will have an ongoing relationship with State staff that is based on trust, confidentiality, objectivity, and integrity. The proposer will operate at all times in the State’s best interests and in a straightforward, trustworthy, and professional manner. The proposer shall:
		1. Work cooperatively with the State’s staff and business partners whenever required.
		2. Work cooperatively with the staff of other proposers whenever required.

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**SECTION 4: KEY DATES**

The following schedule of events is subject to change at the sole discretion of the Department of Health:

|  |  |  |
| --- | --- | --- |
| Event Description | Date | Time |
| RFP Released | 07/21/2021 | N/A |
| Closing Date for Questions | 08/06/2021 | 2:00 P.M. MT |
| Proposal Submission Due Date | 08/20/2021 | 2:00 P.M. MT  |
| Tentative Contract Award Date | 09/2021 | N/A |
| Tentative Work Begins Date | 10/2021 | N/A |

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**SECTION 5: SCOPE OF WORK**

**1. PURPOSE AND BACKGROUND**

* 1. Request for Proposal (RFP) Purpose.
		1. The Wyoming Department of Health (WDH), Public Health Division (PHD), is accepting proposals for comprehensive media services for the Tobacco Prevention and Control Program (TPCP). The project period is October 1, 2021 through June 30, 2023 with a possible opportunity of a two-year renewal.
		2. Media campaigns play an essential role in preventing and reducing tobacco use and are considered an evidence-based practice by the Centers for Disease Control and Prevention (CDC). The CDC highly recommends that a comprehensive tobacco control program include media and marketing campaigns to reach large audiences with critical health messages.
		3. Campaign topics may include, but are not limited to, youth tobacco prevention and cessation, promotion of the Wyoming Quit Tobacco (WQT) program, secondhand smoke exposure education and prevention, engaging providers, and targeting certain populations disproportionately affected by tobacco use to promote resources.
	2. Program Background.

1.2.1 The TPCP safeguards the health of Wyoming residents by decreasing the burden of death and chronic disease in Wyoming caused by tobacco use. Program goals include: eliminating exposure to secondhand smoke, reducing tobacco initiation among youth, promoting tobacco cessation programs, and addressing populations that suffer disparately from the health or economic effects of tobacco use. Activities directed towards the accomplishment of these goals are carried out at the state program level, and by community-based prevention programs.

1.3 General Disclaimer.

1.3.1 This RFP is designed to provide interested applicants with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data. Applicants are at liberty and are encouraged to expand upon specifications to evidence service capability under any resulting contract.

**2. SPECIFIC CONTRACTOR REQUIREMENTS**

 Please describe your approach to performing the below requirements. Response should be no more than ten (10) pages.

2.1 Develop Media Campaigns.

2.1.1 The contractor shall develop and disseminate up to three (3) comprehensive media campaigns per year that will disseminate messages to the general population of Wyoming and to specific target audiences including adults, businesses, and others, as determined by the WDH. Campaign topics may include, but are not limited to, youth tobacco prevention and cessation, promotion of the WQT program, secondhand smoke exposure education and prevention, engaging providers, and targeting certain populations disproportionately affected by tobacco use to promote resources. Campaign topics will be selected by TPCP taking into account data trends and alignment with other program activities and local level efforts.

2.1.2 The successful vendor will develop content with guidance from the WDH. Campaigns should be designed to make the most cost-effective use of radio, TV, print, out of home and digital assets. The successful vendor will work with existing campaign design and messaging, as well as develop new campaigns based on growing needs of the TPCP and evidence-based research regarding target audiences. This may also include utilizing assets from other states that have been proven to be effective.

2.1.3 The contractor shall conduct formative research which includes, but is not limited to, focus groups, surveys and literature review for guidance in creation and selection of creative content for target audiences. This may also include researching campaigns that have been proven to be effective from other states.

2.1.4 The contractor shall develop and disseminate media messages and materials using marketing strategies and information that are Wyoming specific.

2.1.5 The contractor shall develop media campaigns that are designed to engage Wyoming residents including, but not limited to, the following ways:

2.1.5.1 Increase the number of adult tobacco users and non-tobacco users who believe exposure to secondhand smoke is harmful.

2.1.5.2 Increase youth perception of harm for tobacco products and increase youth participation in youth cessation programs (such as My Life, My Quit, This is Quitting, etc)

2.1.5.3 Increase the number of healthcare providers screening for tobacco use and referring patients to evidence-based cessation resources.

2.1.5.4 Motivate tobacco users to quit and seek out tobacco cessation treatment services through the WQT Program.

2.2 Media Evaluation.

2.2.1 The vendor shall provide media evaluation services in order to determine the effectiveness of statewide media campaigns. Describe the methods that will be used to evaluate the effectiveness of the campaign components and creative assets.  Consider the following criteria: a) Reach - How will vendor assess the project’s statewide distribution? b) Implementation - How will vendor assess use of materials? c) Effectiveness - How will vendor assess effectiveness of the project beyond “reach?”. Evaluation and research efforts may also be coordinated with the TPCP’s contracted evaluator.

2.2.2 The contractor shall discuss evaluation issues, tracking systems, and reports with Division staff, and will strive to be responsive to additional WDH needs and special requests. The contractor will not be contractually obligated to provide data, analysis, or further reports on an ad hoc basis.

2.2.3 The contractor shall develop protocols and procedures for conducting the specific surveys and evaluation reports. The contractor will provide WDH access to all data, protocols, analysis methodology, and processes related to the implementation of evaluation and surveys conducted.

2.2.4 The contractor shall maintain a central repository for all process and outcome data, as well as confidential documents.

2.2.5 All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this project are at all times the property of WDH. Any publicity, media, and publications given to the program or services provided shall identify the WDH as the sponsoring agency, and no publicity shall be released without prior written approval from the WDH. The contractor will consult with WDH on press releases concerning the studies or reports contained within the project.

3. **GENERAL CONTRACTOR REQUIREMENTS**

Please describe your approach to performing the below requirements. Response should be no more than eight (8) pages.

3.1 Creative Services.

3.1.1 The contractor shall work collaboratively with the WDH on media development to include advertising concepts; themes and slogans; design of advertising and publication layouts; production of videos from concept to storyboard to final production; copywriting for print, video, radio, television, and digital media.

* 1. Media Purchase and Placement Services.

3.2.1 The contractor shall purchase advertising time and space in Wyoming media. The contractor may be tasked with research and procurement of relevant media materials to accompany statewide media campaigns.

* 1. Research Services.

3.3.1 The contractor shall provide market analysis information to include pre-test advertising concepts, slogans, or messages; conduct conversion studies; and organize and conduct focus group studies. Particular importance will be placed on the contractor’s ability to produce a research-driven media campaign accompanied with the ability to measure the campaign results.

* 1. Video, DVD, Television, Motion Picture, and Other Advertising Services.

3.4.1 The contractor may be required to produce messages in video, DVD or for television or other motion picture quality formats. The contractor may be required to research the availability and success of outside sources of multi-media and procure these services for use in statewide media campaigns. Prior experience in these areas is required.

* 1. Communication.
		1. The contractor is expected to work closely with WDH staff in all aspects of statewide media campaigns and evaluation projects and provide ongoing feedback and guidance related to the progress of project activities.
		2. The contractor will be responsible for maintaining timely and ongoing communication with the WDH concerning any changes to timelines and deliverables. The contractor will meet with the WDH staff quarterly to discuss and coordinate project deliverables and provide a written summary of project deliverable status.
	2. Project Management.

3.6.1 The contractor shall name one individual as account manager to act as the agency representative to the WDH. The account manager shall be responsible for total servicing of the account and will coordinate all of the creative, research, media purchase, and production departments with the WDH designated project coordinator. The account manager shall be responsible for all deadlines and for the finished quality of all materials, campaigns, and products produced for the WDH.

**4. ORGANIZATIONAL CAPACITY**

Please provide the information below to illustrate your organization’s capacity to fulfil the work outlined in this RFP. Response should be no more than fifteen (15) pages.

* 1. Capacity.Describe the organizational capacity to provide the WDH with statewide media campaigns and media evaluation services including personnel, fiscal accountability, ability to manage contracts, and ability to facilitate this project within the scope of the agency, facilities, equipment, and maintenance of confidential records.
		1. Describe how the vendor anticipates being ready to provide the services statewide on October 1, 2021.
	2. Organizational Chart. Provide an additional page with an organizational chart demonstrating where the WDH media project will fit into the organizational structure and staffing patterns.
	3. Experience. Discuss other projects delivering a statewide or regional service with which vendor has experience in social marketing. Describe how the vendor would obtain and ensure adequate resources statewide. Describe processes for timely communication among staff and local programs. This section should include relevant information pertaining to media experience in the topic area of prevention, health promotion, and/or chronic conditions.
		1. Provide a portfolio of concise descriptions and samples of the vendor’s social marketing experience to include color ad production and placement; television or video ad production and placement; radio ad production and placement; brochure design and production; display design and production; internet ad production and placement; market research; tools used to measure the success of media campaigns; and a summary report detailing the measures of success of a media campaign.
		2. Describe the vendor’s regional and/or national print media and broadcast media research and buying capabilities.
		3. Describe the vendor’s experience in tracking and monitoring media campaign results, including methods used to evaluate similar campaigns.
		4. Describe the vendor’s experience in social marketing programs.
		5. Describe in detail the vendor’s specific experience with tobacco education, cessation efforts and/or health promotion or disease prevention.
		6. Describe the vendor’s photographic resources (still and video).
		7. Describe how the vendor will strategically place media in Wyoming such as newspaper ads, billboards, television, and radio, based on prior experience.
		8. Describe how the vendor will incorporate WDH and stakeholder partner guidance, industry best practices, focus group results and other recommendations.
	4. Quality Improvement. Describe both internal and external organizational quality improvement processes. Describe how the vendor will monitor services to ensure that they are provided in accordance with contractual obligations and how vendor will make necessary adjustments to ensure that services are provided per contract.
	5. Conflicts of Interest. Describe any conflicts of interest—actual or through inference—related to this program to include any other WDH program or the tobacco industry and its agents.
	6. Subcontractors. If the vendor intends to subcontract any portion of the proposed services, specify the subcontract agency and basic contact provisions; describe the formal and working relationships with the subcontractors. This may be done in the form of a chart or spreadsheet.
	7. Lobbying Disallowed. Describe how the applicant agency will ensure that staff hired in relationship to this project will not: a) personally or organizationally attempt to influence government officials or elected representatives in regard to appropriation(s), legislation or legislative policy; b) attempt to induce anyone else to influence government officials or elected representatives in regard to appropriation(s), legislation or legislative policy; c) permit the use of any funds in an attempt to influence a government official or elected representative in regard to appropriation(s), legislation or legislative policy at the local, state, or federal level to include personnel service (i.e. lobbyist), telegram, telephone, letter, email or web correspondence, printed or written matter (e.g., kit, pamphlet, booklet, or publication), or any other device (e.g., radio, television or video presentation), or other mechanisms.
		1. **BUDGET AND DELIVERABLES**

Please provide the information below to illustrate your organization’s capacity to fulfil the work outlined in this RFP. Response should be no more than eight (8) pages.

5.1 Provide a breakdown of the proposed budget for this project that clearly details the costs for all projects and major deliverables for the project period. Please discuss the vendor’s general fee structure (i.e. hourly rates, etc.) and discuss any discounts for nonprofit clients. Please also list services for which the WDH will not be charged.

5.1.1 List rates or charges and describe activities under each of the following areas: Account Management, Creative Services (including art direction, copywriting, photography, design, and production management), Administration (including consultation, meeting preparation, scheduling, and billing), Travel, Media Buying and Procurement, Media Evaluation Services, and any additional fees that the vendor charges.

5.1.2 Specifically detail any fees related to retainers, commissions, time charges for services, production costs, administration, or overhead that the vendor charges.

5.1.3 The vendor may outline other proposed deliverables beyond the scope presented in this RFP. Please provide the cost of each of these additional deliverables so that they can be removed from the total should the WDH choose to not include them. This may include a proposal to conduct or determine feasibility of a survey to determine the degree to which Wyoming employers promote tobacco-free policies and practices or to which degree Wyoming healthcare providers promote cessation services.

5.3 Describe the vendor’s policy regarding work that the client is dissatisfied with and must be re-done.

1. **EVALUATION CRITERIA**
	1. Proposals will be evaluated on the following criteria and relative weights:

|  |  |
| --- | --- |
| **FACTOR** | **POINTS POSSIBLE** |
| General ContractorRequirements  | 0-40 |
| Organizational Capacity | 0-30 |
|
|  |
| Budget and Deliverables | 0-20 |  |
| References | 0-10 |  |
| **TOTAL POINTS POSSIBLE** | **100** |  |
| **Oral Presentation (if Necessary)** | **0-15** |  |

* 1. Applications will be scored and, if necessary, the top three (3) applicants may be requested to provide an oral presentation at a time and location to be determined by the WDH. This presentation may be conducted either in person or via teleconference at the discretion of the WDH. The applicant is responsible for the payment of all costs involved in oral presentations and interviews and shall not be reimbursed by the WDH for these acts.

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**SECTION 6: EVALUATION METHODOLOGY**

## OVERVIEW:

### Evaluation committees: The Agency will conduct a comprehensive, fair, objective, and impartial evaluation of proposals received in response to this Request for Proposal. Proposals will be evaluated independently by the evaluation committee members. The evaluation committee is made up of members representing the project subject expertise. The evaluation committee will review and score all proposals independently and consolidate the scores in order to determine award.

## COMPLIANCE WITH MANDATORY REQUIREMENTS:

* 1. To be considered responsive, a submitted proposal must meet the minimum requirements defined in this RFP. The minimum requirements are intended to ensure that evaluation of the Technical Proposal can proceed and that the Contractor agrees to perform all responsibilities within the RFP.
1. **COST ANALYSIS:**
	1. The State of Wyoming reserves the right to conduct a cost analysis of the Proposer’s budget proposal. The analysis will include a review of the associated costs based on the technical content of their submission. The firm which best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for that specific criterion. The balance of the proposing contractors will be rated based on their evaluated points.

## FINAL RANKING OF PROPOSALS:

* 1. The State of Wyoming will be the sole authority for evaluating proposals. The firm that best meets the conditions of each of the criterion will be awarded the highest (not necessarily maximum) points for that criterion. The balance of the proposals will be rated based on their evaluated points. After each criterion is evaluated, the proposer with the highest number of points will be notified. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed in the best interest of the State to do so.

1. **PAYMENT TERMS (IF APPLICABLE):**
	1. The State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency’s written acceptance of the deliverables or services.
2. **RIGHT OF OWNERSHIP AND MARKETING OF INTELLECTUAL PROPERTY AND INTELLECTUAL ASSETS SUBMITTED FOR THE RFP (IF APPLICABLE):**
	1. It is acknowledged and agreed that the only party with a right to market, trademark, patent, copyright, or any like right to any intellectual property and intellectual assets submitted in relation to the Request for Proposal shall be and is solely vested in the State. This includes all intellectual property and intellectual assets related to both the written proposal and the oral presentation and any and all documents, pitches, products, media pitches, web screens, layouts, etc. produced for the written proposal and the oral presentation, and any updates, changes, alterations, or modifications to or derivative works.

**SECTION 7: PROPOSAL PRICE SHEET**

The undersigned agrees to provide Tobacco Prevention and Control Program Media services for the Department of Health in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number 0025-G.

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 DESCRIPTION LUMP SUM PRICE

 (Written in Words and Number)

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Tobacco Prevention and Control Media Services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. BY SUBMITTING A PROPOSAL, THE PROPOSER CERTIFIES:

1.1 Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.

1.2 Proposer has not and will not attempt to induce any other person or firm to submit a proposal for the purpose of restricting competition.

1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the price and supporting documentation provided as a result of this advertisement.

1.4 Proposer will comply with all applicable state and federal regulations, policies, guidelines and requirements.

1.5 Prices in this proposal has not been knowingly disclosed by the proposer nor will they be disclosed prior to an award.

2. GENERAL INFORMATION:

Proposer Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_\_

Employer Identification Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

\_\_\_\_\_\_Sole Proprietorship \_\_\_\_\_\_General Partnership

\_\_\_\_\_\_Corporation \_\_\_\_\_\_Limited Partnership

\_\_\_\_\_\_Limited Liability \_\_\_\_\_\_Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The proposer shall provide to the Agency a certificate of good standing from the Wyoming Secretary of State or other proof that the proposer is authorized to conduct business in the State of Wyoming before performing work under the contract. The proposer shall ensure that all annual filings and corporate taxes due and owing to the Wyoming Secretary of State’s office are up to date before signing the contract. Proposers may contact the Wyoming Secretary of State’s Office, Corporation Division at (307) 777-7311 for assistance.

If the proposer is a sole proprietorship, list:

Owner Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone ( )\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer Identification Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beginning date as owner of sole proprietorship\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Provide the names of all individuals authorized to sign for the proposer:

NAME (printed or typed) TITLE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_All awards contingent upon verification of Resident Number (if applicable)

(Resident #)

Proposers may contact the Department of Workforce Services, Division of Labor Standards at (307) 777-7261 for assistance in obtaining a resident certification number.

**VENDOR VERIFICATION**

I certify under penalty of perjury that I am a responsible official (as identified above) for the business entity described above as the proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions that can lead to fines or imprisonment.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

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(Name and Title) (Typed or Printed) (Date)