

**STATE OF NORTH CAROLINA  
REQUEST FOR PROPOSALS**

**RFP #400841**

**TITLE: Minority Outreach Coordinator for the Health and Wellness Trust Fund Commission Teen Tobacco Use Prevention and Cessation Initiative**

USING AGENCY: NC Health and Wellness Trust Fund Commission

ISSUE DATE: May 25, 2004

ISSUING AGENCY: North Carolina Department of Administration  
Division of Purchase and Contract

Sealed Proposals subject to the conditions made a part hereof will be received until **2:00 p.m. June 15, 2004**, for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

<b>DELIVERED BY US POSTAL SERVICE</b>	<b>DELIVERED BY ANY OTHER MEANS</b>
RFP NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 1305 MAIL SERVICE CENTER RALEIGH NC 27699-1305	RFP NO. _____ NC DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASE AND CONTRACT 116 WEST JONES STREET, ROOM 4062 RALEIGH NC 27603-8002

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct all inquiries concerning this RFP to:

Mildred C. Christmas  
Assistant Purchasing Administrator  
Division of Purchase and Contract  
Administration Building  
116 West Jones Street, 4th Floor  
Raleigh, NC 27603  
919-807-4525  
919-807-4509 (FAX)  
mildred.christmas@ncmail.net

**NOTE:** Questions concerning the specifications in this Request for Proposals will be received until June 4, 2004. A summary of all questions and answers will be posted on the Internet as an addendum, located under the RFP # being modified. **It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

<http://www.state.nc.us/pandc/>

**Within two days after notification of award of a contract, the vendor must register in NC E-Procurement @ Your Service (<http://vendor.ncgov.com>).**

## THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is posted on the internet via the State's Interactive Purchasing System.
2. A deadline for written questions is set for June 4, 2004.
3. Proposals in one (1) original and six (6) copies will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
5. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.
8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

**CONTRACT PERIOD:** The contract will be for one (1) year begin on or about July 1, 2004.

### **PART 1 – GENERAL INFORMATION**

#### 1.0 INTRODUCTION

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide communications support services as the Minority Outreach Coordinator ("Vendor") for the Teen Tobacco Use Prevention and Cessation Initiative ("Initiative"). The NC Health and Wellness Trust Fund Commission ("Commission") intends to use the results of this process to award a contract for the development and implementation of a teen tobacco media plan targeting minority audiences. This plan will complement and enhance the existing Initiative and its media component, the *TRU Tobacco.Reality.Unfiltered.* Campaign. The Commission has an existing paid media advisor who manages the existing paid and earned media components of the *TRU* Campaign. That advisor will assist in the evaluation of proposals submitted in response to this Request for Proposal (RFP) and will subsequently work closely with the firm selected for contract award.

The goals of the Commission in securing a Minority Outreach Coordinator are as follows:

- Ensure that the Initiative's message of preventing teen tobacco use is conveyed effectively within minority communities and to minority teens;
- Ensure that minority-owned media outlets are effectively utilized both as sources of earned media and conduits for reaching minority audiences through paid media, within the context and objectives of the *TRU Tobacco.Reality.Unfiltered.* media plan;
- Ensure that the Initiative's focus on local adoption of 100% *Tobacco Free Schools* policies is inclusive and effectively taps the energy and leadership of minority parents; and
- Provide North Carolina's minority teens with information that will prevent their initiation to tobacco products and their exposure to the effects of second-hand smoke.

Qualified applicants must be able to develop and implement both paid and earned media within minority communities, working particularly with minority-owned media and/or media outlets serving minority communities. Two vendors presently work under contract for the Commission to implement the *TRU* Campaign – CapStrat provides paid and earned media development, while The Ruiz Agency provides web support and grassroots technical assistance to the Initiative's 36 local and statewide grant funded projects. The minority media plan must be consistent with the overall direction and objectives of the Initiative. This will require close collaboration between the Vendor selected for this RFP, the existing vendors, support contractors and the funded projects.

The Commission has allocated \$110,000 to execute the first year of this contract and another \$110,000 for year two, in the event that the Commission renews the contract for that period. Compensation will be paid based upon the submission of monthly invoices that provide detail on hours worked and services rendered. Funds for placement of advertising developed under this contract will not be drawn from the amount cited above, but rather will be drawn from other budget sources designated for paid media. It is the policy of the Commission that its media vendors be paid on the basis described above and that commissions on ad placement are not permitted under the terms of this contract.

## 1.1 DEFINITIONS

The following definitions are used throughout the RFP:

- “Applicant” and “Offeror” – a firm or organization submitting a proposal in response to this RFP.
- “Campaign” – the *TRU Tobacco.Reality.Unfiltered*. Campaign (the paid media component of the Teen Tobacco Use Prevention and Cessation Initiative).
- “Commission” – the North Carolina Health & Wellness Trust Fund Commission or Commission staff.
- “Commission Initiative” – the statewide Teen Tobacco Use Prevention and Cessation Initiative for North Carolina paid for by the Commission.
- “P&C” – the State of North Carolina Department of Administration, Division of Purchase and Contract.
- “Proposal” – a response to this RFP.
- “State” – State of North Carolina.
- “Vendor” – organization or coalition awarded funds to execute the program described herein.

## 1.2 ISSUING AGENCY

The Commission issues this RFP through the Department of Administration, Division of Purchase and Contract (“P&C”), which is the sole point of contact during the selection process. All proposals are due to P&C as designated in the Key Dates section of this RFP. All proposals should be complete and reflect the most favorable terms available from the offeror. Vendor selection will be posted on the P & C website.

## 1.3 BACKGROUND

According to the Center for Disease Control and Prevention (CDC), almost all tobacco use begins during the teenage years. The CDC has developed criteria to determine which teens are current tobacco users and which are susceptible to becoming tobacco users. This “Tobacco Susceptibility Index” defines a current smoker as one who has smoked in the last 30 days. An established smoker is a current smoker who has smoked at least 100 cigarettes.

Preventing tobacco use among young people is critical to the overall goal of reducing the incidence of health-related problems and death that it causes. Factors associated with young people using tobacco include peer and parental influence, public attitudes about smoking, tobacco marketing and nicotine dependence.

**Tobacco use rates among NC high school and middle school students are above the national average.** The NC Youth Tobacco Survey, conducted in the Fall of 2001, shows that 35.8% of high school students and 17.4% of middle school students currently [once or more in the past 30 days] use a tobacco product (i.e., cigarettes, spit tobacco, cigars or pipes). Current tobacco use increases by grade level: 11.0% of sixth graders compared to 44.6% of twelfth graders report to be current tobacco users. Susceptibility to smoking also increases with age: 23.3% of middle school students and 25.8% of high school students who have never smoked were determined by survey response to be more susceptible to starting smoking.

A 1999-2000 NC Middle School Asthma Survey shows students reported ever having smoked as follows: 32.1% among African-Americans, 54.8% among American Indians, 31.2% among Latinos, and 30.4% among Caucasians. This survey also showed the percentage of middle school youth that live with a smoker as follows: African-Americans (53.9%), American Indians (54.8%), Latinos (31.2%) and Caucasians (30.4%). As adults, African-Americans are at “greater risk of developing long-term consequences” such as smoking-related heart disease, stroke, and lung cancer and COPD/emphysema. Addressing disparities among these population groups in NC is critical in order to prevent and reduce the unequal burden of tobacco use and its health impacts.

**The Commission was created in 2000 by the North Carolina General Assembly.** The legislation creating the Commission states that the Commission is to provide funding for programs that “develop a comprehensive, community-based plan with goals and objectives to improve the health and wellness of the people of North Carolina, with an emphasis on reducing youth tobacco use.” In 2001, eighteen commissioners were appointed to govern the Commission. In May 2002, the Commission authorized the Teen Tobacco Use Prevention and Cessation Initiative and allocated \$6.2 million per year over three years for this purpose. The Commission adopted the recommendations of the *Vision 2010* Coalition, comprised of public and private health advocacy organizations working to prevent and reduce the effects of tobacco use, in establishing its structure and priorities. The Initiative consists of the following components:

1. Grants for local Community/School Prevention programs;
2. Funding for cessation support programs;
3. Statewide grants focusing on minority populations; and
4. A paid media Campaign geared towards teens.

On December 18, 2002, grants were awarded in 28 localities and to 4 organizations that reach minority teens across the state. The Commission also retained the services of the Department of Health and Human Services to provide technical support and training to the grantees. Through a competitive process, a media vendor was selected and a Campaign was launched in April 2003 under the title, *TRU Tobacco.Reality.Unfiltered*. The Commission also hired the UNC Department of Family Medicine to conduct a formal analysis of outcomes generated by the Initiative.

In 2003, the Campaign acquired two new vendors – CapStrat was hired to provide paid and earned media for the Campaign, while The Ruiz Agency was hired to provide grassroots training and technical assistance to grantees.

In 2004, following one year of local grant activity, the UNC Department of Family Medicine released preliminary findings of the outcomes analysis. The findings concluded that the initial funding was having a substantial impact on communities. Based on these findings, in February 2004, the Commission approved spending an additional \$4.2 million per year on the Initiative, thus bringing the total annual spending on teen tobacco initiatives to \$10.4 million for years two and three. In April 2004, the Commission voted to begin funding 16 new and expanded grantees, and fund 16 mini-grants to promote local adoption of 100% Tobacco-Free School policies in school districts.

#### 1.4 OVERALL SCOPE OF WORK

The 2003 Youth Tobacco Survey reveals that while rates of tobacco use are decreasing generally, progress among minority youth is lagging. The Vendor selected under this RFP will be expected to:

1. Research advertising and demographic information related to minority communities, with an emphasis on identifying effective ways to reach minority youth.
2. Develop a media strategy for ensuring that the *TRU* Campaign effectively reaches minority youth. The strategy will include design, timing, placement and method of message delivery, taking into account the overall Campaign media strategy as well as the needs of priority population grantees. Current Campaign ads can be viewed at [www.realityunfiltered.com](http://www.realityunfiltered.com).
3. Execute the media strategy to support and deepen the impact of the Campaign among minority youth and within minority communities. This may include designing and placing ads, cultivating earned media opportunities and providing outreach as needed to ensure that the overall *TRU* Campaign adequately reaches minority youth. In order to ensure coordination with the overall *TRU* Campaign, Vendor must coordinate these activities through CapStrat.
4. Negotiate ad rates and place media with selected outlets targeting minority teens and minority communities. Such media placement will be conducted in accordance with the Campaign’s existing media Campaign strategy and will augment existing paid and earned media efforts.
5. Participate in strategy sessions with CapStrat concerning media and public relations needs unique to North Carolina’s minority communities, with particular emphasis on minority radio, newspapers, television and other media outlets frequented by minority youth.
6. Work with the evaluation contractor to help evaluate Campaign results including, but not limited to, tracking the Campaign’s progress and gathering process measures identified by the evaluation contractor, the Commission or Commission staff.
7. Due to the localized nature of many required activities, preference will be given to firms with a presence in North Carolina.

## 1.5 VENDOR CAPABILITIES

The successful Vendor must demonstrate the following capabilities:

- ***A successful history working with media campaigns throughout various North Carolina minority communities, such as African-American, Native American and Hispanic/Latino.***
- ***A successful history coordinating media efforts among many partners sharing the same goals.*** This includes working with teens in local communities on health initiatives, as well as working as a subcontractor and/or media partner in a coordinated media effort.
- ***A successful history working with media outlets that serve predominately African-American, Native American and Hispanic/Latino communities.*** The Vendor will be expected to utilize Vendor's knowledge of and Vendor's partnerships among minority-owned media outlets and media outlets serving predominately minority communities.
- ***Capability and willingness to coordinate closely with state and local partners to foster collaborative efforts between all components of the Initiative's comprehensive strategic plan.*** The Vendor will be expected to participate in meetings with the Commission staff, Commissioners and other programs that are part of this Initiative and any other gatherings deemed appropriate for the continued success of the effort.

## 1.6 GOALS AND TIMELINES

- July 1, 2004 Contract begins with successful vendor
- Late Summer 2004 Participate in planning and execution of ad production that will occur in remote locations across North Carolina, including the generation of earned media coverage.
- Early Fall 2004 Design and place ads promoting the local adoption of 100% Tobacco Free Schools policy. Design and execute placement of ads in minority-owned media.
- Late Fall 2004 Develop communication plans in concert with the Commission for Priority Population grantees.
- Winter 2004/2005 Assist in evaluation of ad Campaign and advise on design of ads for 2005.

## **PART 2 – PROPOSAL REQUIREMENTS**

The requirements listed below will become a part of the contract, which the Commission enters into with the selected Minority Outreach Coordinator. Failure to comply with these requirements can result in disallowances and/or termination of the contract.

### 2.0 REPORTS

Reports of both programmatic and fiscal activity will be required for the purpose of documenting the satisfactory achievement of project objectives, in accordance with the application. Reporting requirements will be specified in the agreement between the successful Vendor and the Commission. Failure of the successful Vendor to accept these obligations may result in cancellation of the award. The Vendor shall, at the option of the Commission, appear before the Commission staff or evaluation committee to clarify findings and to answer any questions at any time during the term of the contract or after the contract is completed.

### 2.1 CONFLICT OF INTEREST STATEMENT

All applicants will complete the attached statement concerning conflict of interest (see Appendix C). Special emphasis will be placed on ensuring that the successful Vendor does not have any conflicts involving companies that promote the use of tobacco products.

All proposals must be typed, doubled-spaced and should not exceed fifteen (15) pages, not including appendices. Offerors can submit only one (1) proposal. The offeror must submit one (1) original and six (6) copies of the proposal to the Commission. The opening date for all of the proposals for this solicitation is designated in the Key Dates section of this RFP.

Offerors are required to number all pages and to organize their proposal according to the format specified in the "Outline and Table of Contents" form (see Appendix A). This "Outline and Table of Contents" serves as a checklist of proposal contents and facilitates evaluation. This form must be completed and attached as the cover sheet to the finished proposal.

**Section I**      **Outline and Table of Contents** (see Appendix A)

**Section II**      **Offeror Information**

1. List the name of the “Applicant Vendor”, which is defined as the legal entity that assumes the liability for the administration of the contract funds and is responsible to the Commission for the performance of project activities.
2. List the name, address, and telephone number of program director.
3. List the name, address, and telephone number of program fiscal agent. The fiscal agent is the individual who is responsible for the receipt and administration of the program funds, and for the submission of all fiscal reports to the Commission.
4. List the Internal Revenue Services number assigned to the offeror that is responsible for the employees hired under these contract funds.
5. If all or parts of the project will be subcontracted or a partnership is formed, list the name and address of the subcontractors or partners.

**Section III.**      **Executive Summary**

The Executive Summary must not exceed two (2) pages, and should provide a brief description of the proposal, highlighting the offeror’s experience in communicating with minority teens in particular, and with social marketing more generally, an understanding of the goals of the Commission’s Initiative and the approach proposed for achieving them.

**Section IV.**      **Narrative**

A. ADMINISTRATION

1. Organizational Experience

In this section of the proposal the offeror is required to provide a full discussion of their organization’s experience that will demonstrate their capability to execute the scope of work. The narrative should, at a minimum, include the following information:

- How long the offeror has been in the advertising/marketing business
- What presence and experience the offeror has in North Carolina
- Offeror’s largest current advertising/marketing account
- Current advertising clients and the longevity of your relationships
- Evidence of experience generating earned media, particularly among minority-owned media outlets and/or media outlets serving minority communities
- The offeror’s experience with public education and behavior change Campaigns dealing with a health or social issue affecting minority communities
- Listing of any project or partnership currently or previously executed with a tobacco company or any tobacco interest
- Listing of any project or partnership currently or previously executed with the State of North Carolina

2. Staffing and Qualifications for Offeror and/or Subcontractor or Partner

An organization must have, or demonstrate the capability to provide, sufficient and qualified staff to deliver the services as described. For the Minority Outreach Coordinator, the offeror must either have or make an effort to recruit, hire, and train minority staff and provide in-service sensitivity training about cultural diversity for non-minority staff/volunteers.

The narrative should, at a minimum, include:

- Offeror's current and proposed organizational structure and staffing pattern;
- An organizational chart indicating current and proposed positions that will implement this project;
- Responsibilities and qualifications of all new or existing position(s) that will be involved in the project;
- Resumes of all staff to be assigned to the Campaign;
- Any plans to hire new staff, and an explanation of why the position(s) is/are needed; and
- If plans include the hiring of new staff to work on the project, describe your hiring practices, including those which will ensure the position(s) will be filled within 6 weeks of the date of the contract award. If position(s) cannot be filled within the 6 weeks timeframe, estimate the time needed to fill the position(s) and how the project can be implemented prior to the hiring of the new staff.

## B. MEDIA PLANNING AND EXECUTION

### 1. Addressing Identified Goals

Offerors must demonstrate that they have an excellent understanding of the goals outlined in each component of the Commission's Initiative, and must articulate the means by which earned and paid media in minority communities will enhance the prospects for success for each. This section should include:

- A full discussion of how the offeror will work with other Commission partners, particularly media partners, and grant recipients in planning and implementing both paid media and earned media in minority communities.
- Plans for maximizing impact of paid and earned media, given limited funding resources.

### 2. Methods/Work Plan

The methods described in the proposal and work plan must be related to the goals (see Section 1.6), must facilitate the project's accomplishing what has been proposed, and must be sequentially reasonable. Activities in the work plan are to be clearly assigned to specific personnel. Time frames for all tasks and activities in the work plan must be appropriate to ensure that sufficient effort is planned.

When writing narrative for this section, keep in mind that:

- A method or work plan describes the means used to implement the objective—your method/work plan must detail all tasks, activities and procedures in a logical progression that will be used to achieve the goals;
- Your method/work plan must include the assignment of responsibility to specific personnel and the timetable for each task or activity to be started and to be completed,
- You must state who will be responsible for supervising implementation of your method/work plan and will thus be accountable for maximizing impact of this portion of the media Campaign, as well as for ensuring that tasks/activities are completed, and;
- You should submit samples of materials you have produced, especially those materials that demonstrate any social marketing experience targeting minority communities.

### 3. Data Collection and Evaluation

This should follow from the OVERALL SCOPE OF WORK (Sec.1.4) and GOALS AND TIMELINES (Sec. 1.6) and should discuss how you propose to collect data on your project that would be useful to the evaluation contractor in assessing the success of your project as well as a plan for self-evaluation.

The narrative should, at a minimum, include:

- Categories and types of data you consider to be useful and relevant to the work of the evaluation contractor and for your self-evaluation,
- Who will be responsible for collecting such data, and for performing your self-evaluation, and;
- Who will be responsible for supervising the data collection and for taking corrective actions based on the results of the self-evaluation.

**Section V. Budget**

- A. Detailed Budget Proposal (see Appendix B)

**Section VI. Conflict of Interest Statement** (see Appendix C)

**PART 3 – EVALUATION PROCESS**

**3.0 EVALUATION CRITERIA AND AWARD PROCEDURES**

All bids received will be reviewed on a competitive basis by an evaluation committee and ranked accordingly. The evaluation committee will be comprised of individuals from CapStrat, the paid media vendor for the Campaign. The evaluation committee is responsible for the review and evaluation of technical merit. Proposals will be reviewed and evaluated according to the following criteria.

A. Organizational Experience

The offeror has fully documented experience in the placement of paid and generation of earned media in minority-owned media outlets and/or media outlets that serve minority communities.

B. Staffing and Qualifications for Applicant Organization and/or Sub-Contractor

The offeror either has existing qualified personnel or has proposed a functional staffing pattern that is capable of supporting program activities. Staffing costs that will be charged to the contract have been fully justified and are reasonable and necessary for carrying out the project. Personnel proposed for this contract are or will be well qualified as evidenced by position requirements, education/experience, and/or proposed training plans. The offeror has made or will make an effort to recruit, hire, and train minority staff/volunteers and provide in-service sensitivity training about cultural diversity for non-minority staff/volunteers.

C. Addressing Identified Goals

The offeror's proposal articulates a plan for achievement of project goals outlined in Section 1.6 of this RFP, reflects a thorough understanding of all aspects of the Commission's Teen Tobacco Use Prevention and Cessation Initiative, and specifies means by which the effectiveness of each of these programs will be enhanced through the use of both paid and earned media among minority-owned media and/or media outlets that serve minority communities. Moreover, the offeror's objectives are clearly stated, realistic, and measurable and are consistent with the program requirements of this RFP. Objectives must be achievable during the contract's funding period.

D. Ability to Communicate with Target Populations

The offeror demonstrates possession of an excellent understanding of the challenge of discouraging tobacco use among youth in North Carolina, including the cultural implications of communicating appropriate messages to diverse populations. The offeror will draw upon the expertise of existing media and grassroots vendor and research resources of organizations and agencies identified in this document.

E. Methods/Work Plan

The methods described in the proposal and work plan are related to the goals, will facilitate the achievement of those goals, and are sequentially reasonable. Activities in the work plan are clearly assigned to specifically identified personnel. The methods are consistent with the objectives and can be accomplished given the time frames, staffing patterns and the budget proposed. Time frames for all tasks and activities in the work plan are appropriate to ensure that sufficient effort is planned. The methods described will assure that services are expanded or enhanced, when necessary, by the addition of staff, staff hours, staff wages or additional volunteers.

F. Data Collection and Evaluation

The criteria for self-evaluation should follow from the Work Plan. The applicant **MUST** also discuss the criteria of measurement that will support the evaluation contractor's effort to demonstrate the extent to which results have or have not been achieved.

### 3.1 AWARD PROCEDURES

Following the guidelines above, an evaluation committee will assess each proposal and assign adjectival grades by category. If requested, oral presentations will then be made to the evaluation committee. The Commission will make the final decision on awarding of a contract.

#### KEY DATES

- May 25, 2004 Request for Proposal Issued
- June 4, 2004 Deadline for questions from prospective offerors
- June 7, 2004 Answers to questions posted on P&C website
- June 15, 2004 Opening date of proposals
- June 22, 2004 Presentations by selected offerors, if needed
- June 28, 2004 Award of Contract

**EXECUTION OF PROPOSAL**

By submitting this proposal, the potential contractor certifies the following:

- \_\_\_\_\_ This proposal is signed by an authorized representative of the firm.
- \_\_\_\_\_ It can obtain insurance certificates as required within 10 calendar days after notice of award.
- \_\_\_\_\_ The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- \_\_\_\_\_ All labor costs, direct and indirect, have been determined and included in the proposed cost.
- \_\_\_\_\_ The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- \_\_\_\_\_ The offeror is registered in NC E-Procurement @ Your Service or agrees to register within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services for a cost not to exceed those listed in Appendix B – Detailed Budget Proposal.

OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18.):

\_\_\_\_\_

**Will any of the work under this contract be performed outside the United States?**  Yes  No  
**(If yes, describe in technical proposal.)**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)

\*\*\*\*\*

ACCEPTANCE OF PROPOSAL

**(Using Agency Name)**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.**

Unsigned proposals will not be considered.

**APPENDIX A**

**Section I. Outline and Table of Contents**

Offeror Name: \_\_\_\_\_

- Section I. Outline and Table of Contents
- Section II. Offeror's Information
- Section III. Executive Summary
- Section IV. Narrative
  - A. Administration
    - 1. Organizational Experience
    - 2. Staffing and Qualifications
  - B. Media planning and execution
    - 1. Addressing Identified Goals
    - 2. Methods/Work Plan
    - 3. Data Collection and Evaluation
- Section V. Budget
  - A. Detailed Budget Proposal (See Appendix B)
- Section VI. Conflict of Interest Statement (See Appendix C)

**APPENDIX B**

**Section V. (A) Detailed Budget Proposal**

I. COSTS OF PERSONNEL ASSIGNED

Title of Personnel	% of time	Rate Per Hour	Hours Per Month	Total Budgeted
		\$		\$

(Note: Any costs associated with media development, planning and placement must be budgeted under this section as no commission fees on media placement will be permitted. Personnel costs will be paid upon submission of invoices detailing actual work hours and products delivered. No advance payments or retainers will be paid.)

II. FUNCTIONAL ALLOCATION OF PERSONNEL

- A. Developing Media Strategy \$ \_\_\_\_\_
- B. Media Placement \$ \_\_\_\_\_  
(Note: commission on placement not permitted)
- C. Generating Earned Media \$ \_\_\_\_\_
- D. Research, Data Collection and Evaluation \$ \_\_\_\_\_

III. OPERATING EXPENSES

- A. Travel and Lodging \$ \_\_\_\_\_  
(Note: expense for public education activities, scheduled meetings, etc.)
- B. Supplies and Other Operating Expenses (specify) \$ \_\_\_\_\_
- C. Personal Liability Insurance \$ \_\_\_\_\_

**THIS PAGE MUST BE INCLUDED WITH YOUR PROPOSAL  
OTHERWISE YOUR PROPOSAL WILL NOT BE CONSIDERED**

**APPENDIX C**

**Section VI. Conflict Of Interest Compliance Certificate**

The Commission intends to avoid both real and perceived conflicts of interest on the part of the offeror, its subcontractors, employees, officers and directors of the offeror or subcontractors. Thus, the Commission reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a Conflict of Interest. A Conflict of Interest, includes, but is not limited to the following instances:

- An instance where the offeror or any of its subcontractors, or any employee, officer, or director of the offeror, or any subcontractors has responsibility for the strategy, development, media purchasing, or media planning for the Commission and simultaneously has a direct or substantial contractual or corporate responsibility to promote, or assist in the promotion of, the use of, or the sale of tobacco products for a company involved in, the production, distribution or marketing of tobacco products. If the offeror or any of its subsidiaries or its parent company is in any way involved in the production, distribution or marketing of tobacco products, the offeror will be deemed to have a potential Conflict of Interest. If the offeror has a business affiliation with a tobacco company and/or with any tobacco company's holdings or subsidiaries, the offeror shall attach to this form a description of the relationship, a plan for ensuring that such a relationship will not adversely affect the Commission and the State, and procedures to guard against the existence of an actual Conflict of Interest. If a conflict of interest is determined to exist by the Commission and cannot be resolved to the satisfaction of the Commission before or after the award of the contract, the conflict would be grounds for rejection of the proposal and/or termination of the contract.
- An instance where the offeror or any of its subcontractors, or any employee, officer, or director holds a position of interest, financial or otherwise, which would allow use or disclosure of information obtained from performing services for the paid media Campaign pursuant to the RFP for private or personal benefit or for any purpose that is contrary to the goals and objectives of the paid media Campaign. If the Commission is aware of a known or potential conflict of interest, the offeror will be given an opportunity to submit additional information or to resolve the conflict. An offeror with a potential conflict of interest will have five working days from the date of notification of the conflict by Commission to provide complete information regarding the potential conflict. If a conflict of interest is determined to exist by the Commission and cannot be resolved to the satisfaction of the Commission before or after the award of the contract, the conflict would be grounds for rejection of the proposal and/or termination of the contract. The offeror and any subcontractor will notify the Commission within 10 business days of any change to the information included in this certificate. The Commission's determination of a potential conflict of interest will be based on all of the offeror's business affiliations and contractual relationships.

**The undersigned hereby affirms that:** The statements above have been read and that no conflict of interest exists that would jeopardize the ability of the offeror to perform the terms and conditions of this agreement; or, if a potential conflict of interest is disclosed, that additional information (including but not limited to a description of the potential conflict, tie with tobacco industry, association with offeror) is attached with plan to address possible concerns.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## GENERAL INFORMATION ON SUBMITTING PROPOSALS

- EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
- ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
- ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
  - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
  - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
- COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
  - TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60 day period is requested to allow for unforeseen delays.
  - TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
  - CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
  - RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
  - OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
  - SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
  - PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded by the Secretary of Administration or by an agency over \$25,000 resulting from this solicitation, they must submit a written request to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award. When an offeror wants to protest a contract awarded by an agency or university resulting from this solicitation that is over \$10,000 but less than \$25,000 for any agency, or any contract awarded by a university, they must submit a written request to the issuing procurement officer at the address of the issuing agency. This request must be received in that office within thirty (30) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and Award notices are posted on the Internet at <http://www.state.nc.us/pandc/>. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. (See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.)
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: <http://www.state.nc.us/pandc/>. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <http://www.state.nc.us/pandc/>.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS**  
**(Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by 30 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.

13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
- Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
  - Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).
- In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
  - Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
  - Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

17. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.
- All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
21. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.

22. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

8/25/2003