

**STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
OFFICE OF DISEASE PREVENTION HEALTH PROMOTION
600 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501**

**NUTRITION & PHYSICAL ACTIVITY HEALTH COMMUNICATIONS AND MARKETING
PROPOSALS ARE DUE MARCH 6, 2023, at 5:00 p.m. CST**

RFP #: 23-0904006-013

CONTACT: Rebecca Piroutek

PHONE: (605) 773-3737

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Nutrition and Physical Activity Program are seeking proposals from qualified advertising agencies to assist the Department of Health in developing statewide health communication and marketing services. This includes public education materials and messaging to increase fruit and vegetable consumption, healthy vending, snack bar, and concession choices, physical activity through use of South Dakota trails and parks, promotion of breastfeeding-friendly business initiatives, and awareness of what constitutes a healthy community. These efforts should build upon the strengths and strategies of the current Healthy South Dakota, Harvest of the Month, and Munch Code brand identities.

Agency Experience:

The selected agency must have experience and demonstrated success in the following areas:

- Agency has breadth of experience in creating effective, high impact advertising
- Agency has extensive media buying experience in South Dakota to leverage limited media dollars
- Agency has interactive capabilities to strategically use digital and social media
- Agency's account service and planning provides outstanding client service, from strategic planning and counsel to project management
- Agency must demonstrate the ability to integrate the client's expertise in public health with the agency's expertise in marketing and communications
- Agency has experience in social marketing—in particular, work that changes attitudes and opinions on health or related topics

Strategic Approach:

The State uses health communications and marketing interventions to address a number of issues.

The successful formula we have used to date is to employ:

- A variety of messages over time
- Multiple media channels to maximize the reach and frequency of the campaigns
- Impactful creative with high-quality production to break through the clutter
- An integrated approach, with all communications efforts (paid advertising, earned media, digital and social media, and community outreach) working together to change social norms
- Strategic innovation, using fresh and new ideas that support our mission
- Experience from other sources, using proven ads and strategies from other states or federal organizations to maximize budgets

Key Audiences:

The Nutrition and Physical Activity Program has identified that sedentary South Dakotans, American Indians, and youth are disparately affected by low fruit and vegetable consumption, physical activity, and nutrition.

Key Documents/Websites: Vendors should consult the following resources when preparing proposals:

- [Good And Healthy](#) Website
- Healthy South Dakota website (www.HealthySD.gov)
- Harvest of the Month website (www.SDHarvestoftheMonth.org)
- Munch Code website (www.MunchCode.org)
- SD Nutrition and Physical Activity Program's existing social media pages
 - www.facebook.com/HealthySoDak

- www.pinterest.com/YumSD
- www.pinterest.com/HealthySDTrails

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The South Dakota Department of Health is the issuing office for this document and all subsequent addenda relating to it, on behalf of the South Dakota Department of Health, Office of Disease Prevention and Health Promotion. The reference number for the transaction is RFP # 23-0904006-013. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 LETTER OF INTENT

All interested vendors must submit a Letter of Intent to respond to this RFP

The letter of intent must be received by **February 1, 2023, by no later than 5 P.M CST**. The Letter of Intent must be submitted to **Rebecca Piroutek** via email at DOHMediaVR@state.sd.us. Please place the following in the subject line of your email: **"Letter of Intent for RFP # 23-0904006-013."**

No late letters will be accepted.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	January 18, 2023
Letter of Intent to Respond Due	February 1, 2023, by 5:00 p.m. CST
Deadline for Submission of Written Inquiries	February 6, 2023, by 5:00 p.m. CST
Responses to Vendor Questions	February 10, 2023
Proposal Submission	March 6, 2023, by 5:00 p.m. CST
Anticipated Award Decision/Contract Negotiation	March 31, 2023

1.5 SUBMITTING YOUR PROPOSAL

An electronic PDF version must be emailed to DOHMediaVR@state.sd.us.

- Please place the following in the subject line:

NUTRITION & PHYSICAL ACTIVITY HEALTH COMMUNICATIONS AND
MARKETING RFP # 23-0904006-013, and "YOUR VENDOR NAME"

If the file is too large to send via email, please provide an alternative option through an FTP site or DropBox with secured access. Please inform Rebecca Piroutek of this in an email with instructions on accessing it.

The cost proposal must be in a separate email and labeled RFP # 23-0904006-013 Cost Proposal and "YOUR VENDOR NAME".

1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.7 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.8 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the vendor prior to the established due date and time. No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 VENDOR INQUIRIES

Vendors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Rebecca Piroutek at DOHMediaVR@state.sd.us with the subject line "RFP # 23-0904006-013."

1.11 PROPRIETARY INFORMATION

The proposal of the successful vendor(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Vendors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 LENGTH OF CONTRACT

The anticipated contract period is June 1, 2023 – May 31, 2024, with the option to renew for four (4) additional years.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota. The laws of South Dakota shall govern this transaction.

1.14 DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by a vendor to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Vendor. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the vendor's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

2.1 Public Law 101-166, Section 511, Steven's Amendment

SEC. 511. When issuing statement, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources

2.2 The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.

2.3 The Contractor's services under this Agreement shall commence on _____ and end on _____, unless sooner terminated pursuant to the terms hereof.

2.4 State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$_____. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used. The State will not pay Contractor's expenses as a separate item. Payment will be made consistent with SDCL ch. 5-26.

2.5 The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of RFP and by this reference incorporated herein.

2.6 The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.

2.7 The terms of the agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.

2.8 The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

2.9 Unless otherwise negotiated and agreed upon by the parties, The State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.

2.10 The agreement shall indicate whether or not the State shall have the option to renew the agreement. If a renewal option is specified, the State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current

contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.

- 2.11** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
- 2.12** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.13** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.14** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to _____ on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.15** The Contractor, at all times during the term of the Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
- A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than 1,000,000 for each occurrence and 3,000,000 aggregate.
 - B. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
 - C. Business Automobile Liability Insurance:

Consultant shall maintain automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for owned hired and non-owned vehicles.

D. Certificates of Insurance:

Prior to commencement of work under this Contract, Consultant shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract and provide that such insurance shall not be canceled, except on 30 days' prior written notice to State. Consultant shall furnish copies of insurance policies if requested by State.

E. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

2.16 While performing services under agreement with the State, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

2.17 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury, or death, to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirement of any applicable law.

2.18 Termination Provision: The Agreement may be terminated by either party upon thirty (30) days providing written notice as mutually agreed and specified in the Agreement. In the event the Contractor breaches any of the terms or conditions of the Agreement, the Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under the Agreement. If after the State termination for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

- 2.19** The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.20** The Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties thereto.
- 2.21** The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.22** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.23** In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 2.24** All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.
- 2.25** Any notice or other communication required under the Agreement shall be in writing and sent to the appropriate address and individuals indicated in the Agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.26** The Contractor may not use subcontractors to perform the services described in the Agreement without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.27** (Contractor/Provider) is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.
- 2.28** **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Contractor by the State.

Contractor acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Contractor shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or Contractors except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Contractor is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Contractor shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Contractor; (ii) was known to Contractor without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Contractor without the benefit or influence of the State's information; (v) becomes known to Contractor without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Contractor understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Contractor acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Contractor will be required to undergo investigation.

- 2.29** CONFLICT OF INTEREST: Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain. Any potential conflict of interest must be disclosed in writing.

3.0 SCOPE OF WORK

The scope of work is intended to describe specific expectations and services that the successful Vendor will be responsible for completing once awarded.

3.1 OVERALL EXPECTATIONS: The successful Vendor will provide a full range of advertising, marketing, and communication services under the direction of South Dakota Department of Health (SD DOH), Nutrition and Physical Activity staff. The Vendor will assist program staff in the creation and/or procurement, production, and dissemination of public health communication and marketing components aimed at populations specified by the State. The Vendor will be required to build on and use existing campaign resources and materials from the SD DOH and other national and state resources when possible. The Vendor must understand messaging and materials need to be consistent with and enhance the existing HealthySD brand identities and help drive users to the HealthySD.gov website. Primary goals include increasing fruit and vegetable consumption, increasing physical activity, and improving policies and environment that influence healthy eating and physical activity to advance program's overarching goal of reducing obesity.

Specific components for year 1 (one) include:

- Develop messaging to increase awareness and engagement of HealthySD brand
- Develop messaging targeting healthy vending, snack bar, and concession choices using the Munch Code brand
- Develop messaging to promote the Harvest of the Month program
- Continue to develop, maintain, and evaluate social media strategies and messaging to promote the program's existing Facebook and Pinterest pages
- Continue to enhance messaging efforts supporting the [Breastfeeding-Friendly Business Initiative](#)
- Continue to enhancing efforts supporting the [Park Prescription Project](#), and Move Your Way,
- Continue supporting messaging to promote active transportation and built environment.
- Continue to support the Good and Healthy Website and brand.
- Additional support maybe be needed base availability of future funding.

The Vendor will possess the experience and capabilities necessary to implement a statewide effort. The campaign may include advertising, promotion, public relations, research, social, digital, and interactive components. The Vendor will be responsible for delivering messaging statewide on a schedule jointly determined with program staff.

- Develop and produce effective campaign elements that help meet our communications goals.
- Plan, negotiate, and buy statewide media to effectively reach our target audiences and maximize budgets. This may include television, radio, print, outdoor, online, nontraditional media and outreach to diverse communities, including but not limited to American Indians and sedentary South Dakotans.
- Provide strong management and outstanding client service, including, but not limited to, detailed billings, creative briefs, weekly status reports, production timelines and calendars, and service reports to record

decisions and next steps.

- Participate in campaign evaluations as directed by the State.
- Provide access to senior talent.

- 3.2 CREATIVE SERVICES:** The Vendor will work collaboratively with State staff on creative development including but not limited to the following: advertising concepts, messages, themes, slogans, design of advertising and publication layouts, production of videos from concept through storyboard to final production, copywriting for print, video, radio, television, social and digital media, digital photo collection (South Dakota specific), design of promotional items, and web development. The Vendor will consider all materials, evaluations, reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this Agreement the sole property of the State, except for photography with previous copyrights.
- 3.3 MEDIA PURCHASE/PLACEMENT SERVICES:** The Vendor will be required to evaluate media and provide schedules that deliver advertising in appropriate media environments to the specified audiences efficiently and at satisfactory levels. The Vendor will be asked to execute, purchase and process invoices for media plans which may include, but are not limited to, television, radio, print, social, digital, and out-of-home media outlets.
- 3.4 DIGITAL/SOCIAL MEDIA SERVICES:** The Vendor will develop content, maintain, track, monitor, provide reports and implement strategies to increase reach and engagement of appropriate websites and social media accounts. The Vendor will provide expertise in use of appropriate digital communication strategies and Internet-based communication tools which may include elements like longer-form videos and native advertising.
- 3.5 DEVELOPMENT, PRINTING, AND PROMOTION PROCUREMENT:** The Vendor will be responsible for developing and designing documents in formats suitable for print and web, for printing of advertising, public relations, and promotional materials, and for providing specifications for the production of printed materials and promotional items as agreed upon with the State for purchase through the State procurement system.
http://boa.sd.gov/divisions/procurement/vendors/documents/sdvendor_manual.pdf
- 3.6 PUBLIC RELATIONS SERVICES:** The Vendor will work collaboratively with State staff on public relations efforts including but not limited to the following: talking points, press releases, op-eds, media kits, and event planning and coordination.
- 3.7 RESEARCH SERVICES:** The Vendor will execute and produce research-driven and evidence-based advertising and marketing campaign strategies through analysis of national, regional, and state research. The Vendor will refine strategies with qualitative or quantitative research methods, including but not limited to focus groups, surveys, online testing, etc. to pre-test strategies, concepts, slogans, or messages.
- 3.8 VIDEO, DVD, TV, MOTION PICTURE AND OTHER ADVERTISING SERVICES:** The Vendor **may be required to produce messages in video appropriate for digital and social media platforms (i.e. Facebook), DVD, TV and or motion picture quality formats satisfactory to the State.**
- 3.9 PLANNING AND PROGRESS REPORTING:** Within one month of award, the Vendor must provide a detailed campaign plan satisfactory to the State that outlines the overall campaign strategy; campaign budget; and development and placement timelines. The

Vendor will be required to provide monthly written progress reports by the 10th of the month in a format agreed upon with the State. The Vendor may be asked to provide periodic written reports related to specific projects throughout the contract period.

- 3.10 SPECIAL PROJECTS:** The Vendor may be asked to provide services on a per-project basis in support of the collaborative efforts of the South Dakota Department of Health.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 Vendor's Contacts:** Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** The vendor **MAY BE ASKED TO** submit a copy of their most recent audited financial statements.
- 4.4** Provide the following information:
- 4.4.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 4.4.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 4.4.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 4.4.4 Availability to the project locale;
 - 4.4.5 Familiarity with the project locale;
 - 4.4.6 Proposed project management techniques; and
 - 4.4.7 Ability and proven history in handling special project constraints.
- 4.5** Provide the following information related to at least three (3) previous and current service/contracts, performed by the vendor's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three (3) years.
- 4.5.1 Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;

- 4.5.2 Dates of the service/contract; and
- 4.5.3 A brief, written description of the specific prior services performed and requirements thereof.

4.6 Agency Information, Staff, and Capabilities:

- 4.6.1 Agency name, address, phone number, fax number and web address.
- 4.6.2 Name, title, address, phone number and e-mail address of the person we should contact regarding the proposal.
- 4.6.3 Brief narrative that describes your agency's history, background and length of current continuous term of operation. (max 1 page)
- 4.6.4 Provide the name, title, length of service and short vitae of the agency's principals and the account executive, creative director, media planner/buyer, and social media strategist who will be assigned as day-to-day contacts to this account, and a brief rationale for this staffing choice. Indicate the percentage of each director and staff member's time that will be devoted to this account.
- 4.6.5 If additional staff, such as research, public relations or creative professionals will be involved, please provide name, title, length of service and short vitae for these employees.
- 4.6.6 Current client list, highlighting clients who are government agencies, related to health or prevention, or represent pro bono work.

4.7 Philosophy and Experience:

- 4.7.1 Provide an answer to the following question: How are health marketing and commercial marketing different and how are they similar? (max 1 page)
- 4.7.2 Briefly describe your experience in marketing campaigns designed toward prevention. (max of 2 pages)
- 4.7.3 Briefly describe your experience in developing campaigns designed to reach American Indians and rural South Dakotans. (max 1 page)
- 4.7.4 Provide one comprehensive case study of a statewide campaign that best represents your work in health issues, or a government, pro bono or public service campaign. The narrative should describe any market research and analysis, budget, objectives, creative strategy, media strategy and execution, documented results, and copies of any advertisements and/or marketing materials. Explain the process.
- 4.7.5 Describe your strengths, including accomplishments, account leadership and experience with creating advertising that changes attitudes and behaviors. What sets you apart from other agencies, and why are you the right choice for this account?

- 4.8 Creative Services:** Discuss the strengths of your creative services and creative process. Explain the creative development process at your agency. Provide examples of agency process and workflow documents such as a creative brief, a production schedule, and other guidelines used for creative development, production, and distribution. Provide examples of how creative is presented to clients in the concept stages, including a print concept, Describe your mark-up policy. (max 2 pages)

5.0 PROPOSAL RESPONSE FORMAT

5.1 Only a PDF copy shall be submitted.

- 5.1.1 As outlined in section 1.5 "SUBMITTING YOUR PROPOSAL" proposals shall only be submitted electronically
- 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 All proposals must be organized and tabbed with labels for the following headings:

- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
- 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the vendor's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** The cost will be evaluated independently from the technical proposal. Vendors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

The cost proposal must be submitted in a separate email as outlined in section 1.5 of this RFP.

See section 7.0 for more information **related to the cost proposal.**

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
- 6.1.2 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.3 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.4 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.5 Availability to the project locale;
- 6.1.6 Familiarity with the project locale;
- 6.1.7 Proposed project management techniques; and
- 6.1.8 Ability and proven history in handling special project constraints.
- 6.2 Experience and reliability of the vendor's organization are considered subjectively in the evaluation process. Therefore, the vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3 The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
 - 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 COST PROPOSAL

Budget Allocation: Based on experience with key target audiences and experience in developing statewide campaigns for this type of message, provide a general recommendation and explanation for allocating the said budget into the areas detailed in the chart below. **Prepare the allocation based on a \$100,000 budget; however, please note that this campaign budget is only hypothetical and should demonstrate how the Vendor may suggest allocating a budget of this size.**

Area	Budget Recommendation	% of Total Budget	Activities/ Comments
A. Creative Services— original creations			
Print			
Video			
Web/Social Media			
Out-of-Home			
Other			
SUBTOTAL CREATIVE SERVICES			
B. Public Relations Services			
C. Market Research Services			
D. Additional Charges			
Clerical Support			
Consultation with DOH staff			
Attending in-state meetings			
Phone consultations			
Other charges (describe)			
SUBTOTAL SECTIONS A-D			
E. Media Placement			
Digital (online advertising, social media, etc.)			
SUBTOTAL SECTION E			
TOTAL SECTIONS A-E	\$100,000	100.0%	