



Request for Proposal 08-X-39742

For: Advertising and Public Relations

Services: OHSP

| Event | Date | Time |
|--|---------------------|---------|
| Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.) | November 7, 2007 | 5:00 PM |
| Optional Pre-bid Conference | Not Applicable | |
| Mandatory Site Visit | Not Applicable | |
| Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.) | December 4, 2007 | 2:00 PM |

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

| | | |
|---|---|---|
| Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.) | Status | Category |
| | <input type="checkbox"/> Not Applicable | <input checked="" type="checkbox"/> I |
| | <input checked="" type="checkbox"/> Entire Contract | <input checked="" type="checkbox"/> II |
| | <input type="checkbox"/> Partial Contract | <input checked="" type="checkbox"/> III |
| | <input type="checkbox"/> Subcontracting Only | |

RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625

Using Agency

State of New Jersey
Office of Homeland Security and Preparedness
P.O. Box 091
Trenton, New Jersey 08625-0091

Date: October 30, 2007

Table of Contents

| | |
|---|-----------|
| NOTICE TO BIDDERS | 5 |
| 1.0 INFORMATION FOR BIDDERS..... | 6 |
| 1.1 PURPOSE AND INTENT | 6 |
| 1.2 BACKGROUND..... | 6 |
| 1.2.1 DESCRIPTION OF OHSP..... | 6 |
| 1.2.2 GOALS..... | 7 |
| 1.2.3 OBJECTIVES..... | 7 |
| 1.3 KEY EVENTS..... | 8 |
| 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD | 8 |
| 1.3.2 SUBMISSION OF BID PROPOSAL..... | 8 |
| 1.3.3 OPTIONAL PRE-BID CONFERENCE | 8 |
| 1.4 ADDITIONAL INFORMATION..... | 9 |
| 1.4.1 ADDENDA: REVISIONS TO THIS RFP..... | 9 |
| 1.4.2 BIDDER RESPONSIBILITY | 9 |
| 1.4.3 COST LIABILITY | 9 |
| 1.4.4 CONTENTS OF BID PROPOSAL..... | 9 |
| 1.4.5 BID OPENING..... | 10 |
| 1.4.6 PRICE ALTERATION..... | 10 |
| 1.4.7 BID ERRORS..... | 10 |
| 1.4.8 JOINT VENTURE..... | 11 |
| 2.0 DEFINITIONS..... | 12 |
| 2.1 GENERAL DEFINITIONS..... | 12 |
| 2.2 CONTRACT-SPECIFIC DEFINITIONS..... | 13 |
| 3.0 SCOPE OF WORK..... | 14 |
| 3.1 ADVERTISING | 14 |
| 3.2 ARTWORK AND MECHANICALS..... | 16 |
| 3.3 PUBLIC RELATIONS | 17 |
| 3.4 PROGRAM EVALUATION | 17 |
| 3.5 PROJECT/PROGRAM DELIVERABLE ITEMS..... | 18 |
| 3.6 JOB PRINTING | 18 |
| 3.7 WEB SITE DESIGN SERVICES | 18 |
| 3.7.1 WEB SITE PLAN..... | 18 |
| 3.7.2 WEB SITE PROMOTIONS..... | 18 |
| 3.7.3 INTERACTIVE FEATURES | 18 |
| 4.0 BID PROPOSAL PREPARATION AND SUBMISSION..... | 20 |
| 4.1 GENERAL | 20 |
| 4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION..... | 20 |
| 4.3 NUMBER OF BID PROPOSAL COPIES..... | 20 |
| 4.4 BID PROPOSAL CONTENT | 20 |
| 4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL | 21 |
| 4.4.1.1 SIGNATORY PAGE..... | 21 |
| 4.4.1.2 OWNERSHIP DISCLOSURE FORM..... | 21 |
| 4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER..... | 21 |
| 4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL..... | 21 |
| 4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE | 21 |
| 4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL..... | 22 |
| 4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION | 22 |
| 4.4.3.2 AFFIRMATIVE ACTION..... | 22 |
| 4.4.3.3 SOURCE DISCLOSURE CERTIFICATION FORM..... | 22 |
| 4.4.3.4 SMALL BUSINESS SET-ASIDE CONTRACTS..... | 22 |
| 4.4.4 TECHNICAL PROPOSAL | 23 |
| 4.4.4.1 MANAGEMENT OVERVIEW..... | 23 |

| | |
|---|-----------|
| 4.4.4.2 CONTRACT MANAGEMENT | 25 |
| 4.4.4.3 CONTRACT SCHEDULE..... | 25 |
| 4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN..... | 25 |
| 4.4.4.5 POTENTIAL PROBLEMS..... | 25 |
| 4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE | 26 |
| 4.4.5.1 LOCATION..... | 26 |
| 4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC) | 26 |
| 4.4.5.3 RESUMES | 26 |
| 4.4.5.4 BACKUP STAFF..... | 26 |
| 4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)..... | 26 |
| 4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE..... | 27 |
| 4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER..... | 27 |
| 4.4.5.8 SUBCONTRACTOR(S)..... | 27 |
| 4.4.6 PRICE SCHEDULE..... | 28 |
| 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS..... | 29 |
| 5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS..... | 29 |
| 5.2 CONTRACT TERM AND EXTENSION OPTION | 29 |
| 5.3 CONTRACT TRANSITION..... | 29 |
| 5.4 CONTRACT AMENDMENT | 29 |
| 5.5 CONTRACTOR RESPONSIBILITIES | 30 |
| 5.6 SUBSTITUTION OF STAFF | 30 |
| 5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S) | 30 |
| 5.8 OWNERSHIP OF MATERIAL | 30 |
| 5.9 DATA CONFIDENTIALITY | 31 |
| 5.10 NEWS RELEASES..... | 31 |
| 5.11 ADVERTISING | 31 |
| 5.12 LICENSES AND PERMITS | 31 |
| 5.13 CLAIMS AND REMEDIES..... | 31 |
| 5.13.1 CLAIMS..... | 32 |
| 5.13.2 REMEDIES..... | 32 |
| 5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS | 32 |
| 5.14 LATE DELIVERY..... | 32 |
| 5.15 RETAINAGE..... | 32 |
| 5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK | 32 |
| 5.17 SUSPENSION OF WORK..... | 32 |
| 5.18 CHANGE IN LAW..... | 32 |
| 5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE) | 33 |
| 5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS | 33 |
| 5.21 FORM OF COMPENSATION AND PAYMENT..... | 33 |
| 5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD..... | 34 |
| 5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07 27 07 | 34 |
| 5.22.1 PATENT AND COPYRIGHT INDEMNITY | 34 |
| 5.22.2 INDEMNIFICATION | 34 |
| 6.0 PROPOSAL EVALUATION | 36 |
| 6.1 PROPOSAL EVALUATION COMMITTEE | 36 |
| 6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL..... | 36 |
| 6.3 EVALUATION CRITERIA..... | 36 |
| 6.3.1 TECHNICAL EVALUATION CRITERIA | 36 |
| 6.3.2 BIDDER'S PRICE SCHEDULE | 37 |
| 6.3.3 BID DISCREPANCIES..... | 37 |
| 6.3.4 EVALUATION OF BID PROPOSALS | 37 |
| 6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)..... | 37 |
| 7.0 CONTRACT AWARD..... | 39 |
| 7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD | 39 |
| 7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)..... | 39 |
| 7.1.1.1 DEFINITIONS | 39 |
| 7.1.1.2 BREACH OF TERMS OF THE LEGISLATION..... | 39 |
| 7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS..... | 39 |
| 7.1.1.4 STATE TREASURER REVIEW | 40 |

| | |
|---|-----------|
| 7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271..... | 40 |
| 7.1.2 SOURCE DISCLOSURE CERTIFICATION REQUIREMENTS | 41 |
| 7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2..... | 41 |
| 7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS | 41 |
| 7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129..... | 41 |
| 7.2 FINAL CONTRACT AWARD | 41 |
| 7.3 INSURANCE CERTIFICATES | 41 |
| 7.4 PERFORMANCE BOND | 41 |
| 8.0 CONTRACT ADMINISTRATION..... | 42 |
| 8.1 CONTRACT MANAGER | 42 |
| 8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES..... | 42 |
| 8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER | 42 |
| PRICE SCHEDULE | 43 |
| ATTACHMENT 1 | 47 |

NOTICE TO BIDDERS

SET-ASIDE CONTRACTS N.J.S.A. 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one (1) of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The program places Small Business into the following categories: (I) those with gross revenues up to \$500,000, (II) those with gross revenues of up to \$5 million, and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with New Jersey Commerce Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 AM and 5:00 PM at the address below:

**NEW JERSEY COMMERCE COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820**

TELEPHONE: 609-292-2146

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Office of Homeland Security and Preparedness (OHSP), Public Information Office.

The purpose of this RFP is to solicit bid proposals to engage a contractor to plan, design, execute, and administer advertising and public relations programs by providing creative expertise, account services, and placement and production services to promote a variety of homeland security programs and related services funded by OHSP.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms & Conditions version 07 27 07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a procurement of a new Advertising and Public Relations contract for the OHSP.

OHSP's Public Information Office develops social marketing and public awareness campaigns for a broad range of homeland security and public preparedness initiatives affecting the lives of all citizens of the State.

1.2.1 DESCRIPTION OF OHSP

OHSP administers, coordinates, leads and supervises New Jersey's counterterrorism and preparedness efforts.

Specifically, OHSP:

- Serves as the central State agency responsible for collecting, investigating, analyzing and disseminating intelligence and information related to counterterrorism.
- Serves as the State's liaison to all relevant federal, State, county, and other State agencies, as well as the private sector, regarding counterterrorism and emergency preparedness issues.
- Provides policy and planning guidance to the New Jersey Office of Emergency Management to ensure that it is prepared and capable of accomplishing its operational requirements in an all-hazards, multiple-scenario environment
- Serves as the State administrative agency for the distribution of federal homeland security and preparedness grants and funding based on risk.
- Coordinates homeland security and preparedness training and exercising throughout the State.
- Serves as the principal advisor to the Governor and legislature regarding homeland security and preparedness issues.

Additional information about OHSP's programs and services is available online at the follow urls: <http://www.njohsp.gov/> and <http://www.njhomelandsecurity.gov/>.

1.2.2 GOALS

The goals of OHSP's advertising and public relations campaign are to help meet the State's obligation under Homeland Security Presidential Directive 8 (HSPD-8) to strengthen public preparedness and the ability to prevent and respond to threatened or actual domestic terrorist attacks, major disasters and other emergencies. Additional information regarding HSPD-8 can be found on the Homeland Security website: <http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm>

More specifically, the advertising and public relations campaign's potential goals are to:

- Increase public awareness so that New Jersey citizens better understand their responsibilities as direct partners in their own security.
- Educate members of the public about potential risks from terrorism and natural disasters, and how to reduce those risks, as well as how to respond to warnings and conduct themselves in the event of an emergency.
- Educate the public about those situations requiring evacuations or "sheltering in place" and the specific means by which evacuations and sheltering in place are affected.
- Increase public awareness so that citizens learn how to get access to information on an as-needed basis that will help them prepare for emergencies and help them respond to emergencies as they are happening.
- Increase public awareness about how to identify and report suspicious behavior that may be a precursor or sign of potential terrorist activity.

1.2.3 OBJECTIVES

The following are among the first-year objectives that should be achieved through the various aspects of OHSP's advertising and public relations campaign. These objectives, which will be relevant depending on the specific campaigns that are funded, will be reviewed and reassessed at the end of the first year of the contract. The objectives are to:

- Increase by 30 percent (%) in the Urban Area Security Initiative (UASI) region the proportion of New Jersey residents who indicate that they or their families have plans and/or provisions to cope with an emergency. (The UASI region comprises Bergen, Essex, Hudson, Middlesex, Morris, Passaic and Union counties.)
- Increase public awareness by 10 percent (%) of the State's 211 telephone system for calls related to homeland security or emergency preparedness issues.
- Increase public awareness by 20 percent (%) of the State's 211 Web site (www.nj211.org) for issues related to homeland security and emergency preparedness issues.
- Effect registration of at least 75 percent (%) of identified "special needs" populations in a State database for the coastal counties of Monmouth, Ocean, Atlantic and Cape May.
- Identify that at least 20 percent (%) of the statewide population understands the concept of sheltering in place and the concept and specifics of evacuating in their specific geographic areas.
- Identify that at least 25 percent (%) of the population in the State's UASI region understands how it would participate in an evacuation to or from the New York side of the Hudson River.

- Increase public awareness of the State's terrorism tip line (1-866-4-SAFE-NJ) by 20 percent (%) in a year.
- Increase by 20 percent (%) the number of preparedness activities and events that occur in the State each September (which is designated "Preparedness Month" by the U.S. Department of Homeland Security).

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically. Questions may be submitted via the Current Bid Opportunities webpage or through <http://ebid.nj.gov/QA.aspx>.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders shall not contact OHSP directly, in person, by telephone, or by e-mail concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date. Further information is in Section 1.4.1 of this RFP.

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time.

ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau are at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.htm>.

Bidders using USPS regular or express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries concerning this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any contract.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.3.3 OPTIONAL PRE-BID CONFERENCE

Not applicable to this procurement.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>

There are no designated dates for release of addenda. Therefore, interested bidders should check the Purchase Bureau's "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA") and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

To assist the State's determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder must clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner's business; (2) the extent to which it is known by

employees and others involved with your business; (3) the extent of the measures taken by your firm to guard the secrecy of the information; (4) the value of the information to your firm and your competitors; (5) the amount of effort or money expended by your firm in developing the information; and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others. Also, the bidder must commit in writing to assist the State's effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the State. A claim for confidentiality should be separate from the bid proposal, but should accompany the bidder's submission of the bid proposal.

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change, including white-outs, must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made in writing to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified. If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable, that the mistake relates to a material feature of the contract, that the mistake occurred notwithstanding the bidder's exercise of reasonable care, and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. A PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit for handling. A record of the complaint also will be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and be sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor

Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If, during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to, overhead, fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, managerial support, and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm, Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Section 8.0.

Subtasks – Detailed activities that comprise the actual performance of a task.

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State contractor, whereby the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract while retaining full responsibility for the performance of all its (the contractor's) obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

Task – A discrete unit of work to be performed.

Using Agency(ies) – The entity(ies) for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT-SPECIFIC DEFINITIONS

New Jersey of Emergency Management (NJOEM) – The Office of Emergency Management is the lead State agency in disaster recovery operations and it is responsible for coordinating State preparedness plans for major disasters.

New Jersey Infrastructure Advisory Committee (NJIAAC) – The Infrastructure Advisory Committee, which includes among others, representatives of utility companies, chemical and pharmaceutical firms, the telecommunications and health care industries, will act as a liaison between the public and private sectors.

New Jersey Urban Area Security Initiative – A program to enhance homeland security and domestic preparedness in the State's most densely populated regions. The federally funded NJUASI program represents a partnership among State, county and local governments to focus on detecting, deterring, responding to and recovering from threats and incidents of terrorism. It focuses on a six-county area made up of Bergen, Essex, Hudson, Morris, Passaic and Union counties, as well as Newark and Jersey City.

3.0 SCOPE OF WORK

The contractor shall assist OHSP, Public Information Office with strategic planning, designing, executing and administering its advertising and public relations programs by providing creative expertise, media placement capabilities and account personnel as stated in this contract. Various tasks shall include, but not be limited to, creative development, media placement, copywriting, and account and production services.

The contractor shall provide a firm, fixed, detailed price and a project plan including the timeframe for project completion, specific description of and schedule for deliverable items, and a schedule of costs associated with specific events and deliverables. No advertising or public relations activities shall be conducted without the written approval of the State Contract Manager. All pricing for such assignments shall be based on the prices quoted in the Price Schedule that is part of this contract. All products become the property of the State.

The budget for this contract is estimated at \$1 million for the first fiscal year.

3.1 ADVERTISING

3.1.1 The contractor shall recommend and develop creative, research-based advertising objectives and strategies targeted to designated markets and/or the general public.

3.1.2 The contractor shall submit a media plan for advertising, explaining how the target audience is reached by and matched to the proposed media. The plan shall offer details of the media mix, the specific media vehicles, and the media schedule. The plan shall include:

- identification of the target audience
- specific media to be used
- timing, frequency, penetration and length of placement
- allocation of placement dollars within the selected media
- justification for each element of the plan as part of an integrated campaign designed for maximum impact, cost effectiveness, and return on investment
- complete itemization of media cost.

3.1.3 The contractor shall provide the creative, account and production personnel required to plan, design, execute and administer approved advertising, promotions and public relations programs based on strategic marketing plans and the targeted resident base of OHSP.

3.1.4 The contractor shall design and produce integrated media advertising campaigns with budgets, schedules and products that are based on unique selling propositions, creativity, relevancy, market research, cost effectiveness, target market reach and frequency, and program development.

3.1.5 The contractor shall include Spanish language translations of resident-oriented print materials as components of all campaigns, as needed. Certain campaigns may require messaging targeted to specific minorities and non-English speaking groups and a demonstrated capability on the part of the contractor to reach these audiences.

3.1.6 Upon completion and approval of the detailed plan, or portions thereof, the contractor shall arrange for the use, dissemination and distribution of the various forms of communication, literature, publications and advertising materials called for in the plan, as approved by the State Contract Manager.

3.1.7 Under the direction of the State Contract Manager, the contractor shall provide creative services based on target audience and potential target audience profile research and studies. Within the creative process for all campaigns, the contractor shall evaluate all available media and provide recommendations for media mix in terms of cost, reach, program development index and

fit. As part of the media determination, the contactor shall identify, wherever appropriate, cooperative advertising and promotional opportunities with OHSP's public and private sector partners, including private sector members of the State's Infrastructure Advisory Committee (IAC) and other private sector groups and representatives.

3.1.8 The contractor shall assist in the development and administration of programs that target specific residents and potential users.

3.1.9 Under the direction of the State Contract Manager, the contractor may be requested to produce creative execution for outdoor, television, radio, website, collateral and other advertising as well as provide professional consulting and other services.

3.1.10 The State Contract Manager shall direct the contractor as to the placement of all media purchased on OHSP's behalf. The State Contract Manager reserves the right to make all determinations regarding the actual placement of all media. The contractor shall purchase and place all media (newspaper, television, radio, Internet, etc.)

3.1.11 The contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts, when required. All such contracts shall be entered into as a prime contractor and not as an agent of the State. The contractor shall submit percent net cost with its invoice for all media placement under the contract. Contractor's markup shall only apply to the net cost for media placement. All cost benefits must be passed to the State. The State shall retain the right to audit the contractor's books to verify that the State is receiving all net prices, discounts and rebates.

3.1.12 The contractor shall coordinate with existing OHSP research data to provide pre- and post-analyses and topics for primary marketing research such as focus groups and surveys.

3.1.13 The contractor shall produce strategic advertising schedules for outdoor and electronic media, create for approval, copy for all creative concepts for television and outdoor advertisements, and place such, if required, according to OHSP-approved estimates and schedules.

3.1.14 The contractor shall supply photographic services as needed and approved by the State Contract Manager.

3.1.15 If selected as part of the media mix, the contactor shall create, produce and distribute:

- outdoor advertisements
- radio spots
- print advertisements
- television commercials
- Internet advertisements
- collateral and other advertising

3.1.16 The contractor shall be responsible for the development, subcontracting, management, and execution of any required marketing research programs. These services may include, but are not limited to, polling, focus groups, media research, demographic studies, advertising concept testing, and/or consumer segmentation studies. All such programs and services shall be approved in advance by the State Contract Manager.

3.1.17 The contractor may subcontract work to firms not expressly identified at the time of bid proposal submission in accordance with [Section 5.7](#) SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S). Examples of such subcontracted work may include, but not limited to, radio and television commercials, production and research projects.

3.1.18 Prior to each project, the contractor shall provide the State Contract Manager with price sheets and a Task Order outlining the background, strategy, objectives, target audience(s), scope of work, budget, deliverables, timeline and measurement criteria for outcomes to be achieved in the course of each specific campaign.

3.1.19 The contractor shall provide the State Contract Manager with reports concerning the rationale and recommended media buys for each project including budget, flight dates, reach and frequency data, and location and outlet information.

3.1.20 The contractor shall provide the State Contract Manager with copies and tear sheets of all print insertion orders and broadcast orders that are placed by the contractor. The contractor shall also provide electronic and print or recorded copies of all final advertising and promotional materials.

3.1.21 The contractor shall provide written project status reports to the State Contract Manager on a monthly basis.

3.1.22 The contractor shall participate in weekly conference calls with the State Contract Manager to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns.

3.1.23 Upon approval of the required detailed advertising plan by the State Contract Manager, the contractor shall arrange for the production, use, dissemination, and distribution of various forms of communication, literature, publications and advertising materials called for in the plan. Prior to use, all these materials must be submitted by the contractor in a timely fashion for approval by the State Contract Manager in advance of production deadlines.

3.1.24 Following submission of advertising material to the media or other third parties, the contractor shall examine or audit the advertising and media placements released through the various media to verify that quality, timing, position and distribution are consistent with the media plan and schedule.

3.1.25 NO ADVERTISING ACTIVITIES SHALL BE CONDUCTED, MADE PUBLIC, OR DISSEMINATED WITHOUT THE WRITTEN APPROVAL OF THE STATE CONTRACT MANAGER.

3.2 ARTWORK AND MECHANICALS

The contractor shall prepare preliminary creative materials, as planned and scheduled, and present them to the State Contract Manager for approval. In preparing creative material of any type, no fewer than three (3) optional creative approaches shall be submitted. Additional approaches may be requested by the State Contract Manager, at any time, during the review and approval process.

The contractor shall furnish clear and complete printing specifications to the State Contract Manager for each proposed printing item. The specifications shall include factors such as size, quantity, paper stock, color of inks, copy, layouts, artwork and mechanicals.

The contractor shall charge only one time for any artwork or logo, electronic or otherwise, that may be used in multiple forms, formats and software applications.

If the State Contract Manager deems any final product as unusable or unacceptable due to improper preparation of the mechanical(s), the contractor shall be responsible for all costs associated with the reproduction of said product. Improper preparation shall include anything done incorrectly to the mechanical during its preparation that can cause printing to be compromised. Any duplicate charges for the artwork will be rejected.

3.3 PUBLIC RELATIONS

3.3.1 The contractor, with the approval of the State Contract Manager, shall prepare and execute a public relations plan that parallels and complements the objectives of the integrated advertising and public relations campaign.

3.3.2 The contractor shall identify news and feature placement opportunities and draft articles and background materials to pursue those opportunities.

3.3.3 The contractor may be asked to produce and place press releases and matte releases in daily and weekly newspapers, including the minority and non-English press, periodicals, newsletters, etc.

3.3.4 The contractor shall recommend, as appropriate, events to launch, roll out and conclude campaigns and, after approval from the State Contract Manager, plan and execute these events.

3.3.5 The contractor shall provide the State Contract Manager with copies of all public relations materials that are placed and distributed by the contractor.

3.3.6 Upon approval of each required public relations plan, the contractor shall arrange for the production, use, dissemination and distribution of various forms of communication, literature, publications and public relations materials called for in the plan and approved by the State Contract Manager. Prior to use, all materials shall be approved by the State Contract Manager in advance of production deadlines.

3.3.7 The contractor shall execute all contracts with the media and other third parties, including the negotiation of the best possible rates for any contracts, when required. All such contracts shall be entered into as an independent contractor and not as an agent of the State. All cost benefits must be passed to the State. The contractor shall submit percent net cost with its invoice for all media placement under the contract. Contractor's markup shall only apply to the net cost for media placement. The State shall retain the right to audit the contractor's books to verify that the State is receiving all net prices, discounts and rebates.

3.3.8 The contractor shall provide written project status reports to the State Contract Manager on a monthly basis.

3.3.9 The contractor shall participate in weekly conference calls with the State Contract Manager to review the status of current projects and address programmatic details and issues to ensure timely delivery and successful outcomes of all campaigns.

3.3.10 Following submission of public relations material to the media or other third parties, the contractor shall examine or audit the placements released through the various media to verify that quality, timing, position and distribution are consistent with the media plan and schedule.

3.3.11 NO PUBLIC RELATIONS ACTIVITIES SHALL BE CONDUCTED, MADE PUBLIC, OR DISSEMINATED WITHOUT THE WRITTEN APPROVAL OF THE STATE CONTRACT MANAGER.

3.4 PROGRAM EVALUATION

The contractor shall monitor and evaluate the progress and effectiveness of each advertising and public relations campaign. The contractor shall suggest measurable criteria for evaluation that, in its judgment, should be used in determining the performance of each specific campaign. These criteria shall include, but not necessarily be limited to, such common measures as media impressions, awareness and utilization rates.

3.5 PROJECT/PROGRAM DELIVERABLE ITEMS

For each campaign, the contractor shall provide a detailed budget and schedule appropriate to the specific campaign (a breakdown by week may be appropriate for a campaign of short duration and a monthly schedule may be most efficient for a long-term campaign of up to a year) that includes a firm price quotation. The proposal (Task Order) must include a timeframe for project completion, a specific description of deliverable items, a background analysis, objectives, target audiences, the period of performance, a scope of work, budget, measurement criteria, and delivery dates. Unless indicated otherwise, deliveries shall be made directly to the State Contract Manager.

The contractor shall also furnish cost estimates based on the prices quoted in the Price Schedule that is part of this contract. Estimates shall be subject to the approval of the State Contract Manager and must precede the period for which they are proposed and/or the project start date. In addition, adjusted budgets must be provided reflecting any modification in the proposed expenditures. A final budget must be submitted at the conclusion of each campaign.

3.6 JOB PRINTING

In general, OHSP will purchase printing associated with this contract. Printed materials include such items as posters, brochures, fliers, booklets, etc. The State Contract Manager shall decide, on a case-by-case basis, whether to bid the production printing work through OHSP or assign the work to the contractor for third party processing. The contractor shall solicit quotations from at least three (3) approved sources and shall select a subcontractor with the approval of the State Contract Manager. The contractor shall bill the State at cost for all printing purchased through the advertising contract. No up charge, commission, fee, overhead, profit or other additional changes shall be allowed or paid by the State. All discounts and rebates must be passed to the State.

Printing costs shall be included in the estimated budget established for each project assignment.

3.7 WEB SITE DESIGN SERVICES

The contractor shall assist in the creative design, programming, development and strategic planning for the OHSP web site, including the development of content to support existing and new programs, design of interactive features, web site promotions and files to be posted on the web site. The contractor shall develop web-ready content to be implemented in accordance with OIT policies and standards in effect at the time (<http://www.state.nj.us/it/ps/>). (This contract does not include web site hosting services.)

3.7.1 WEB SITE PLAN

The contractor, with the approval of the State Contract Manager and the Manager, OIT, Creative Services, shall prepare and execute a web site plan that parallels and complements the objectives of the entire resident information and public awareness campaign. Included in this plan shall be measures and targets to track the impact of public awareness promotions on the web site as well as return on investment.

3.7.2 WEB SITE PROMOTIONS

The contractor shall suggest web site promotions for the rollout of a campaign and, after approval by the State Contract Manager, work to plan and execute these web site changes with OIT.

3.7.3 INTERACTIVE FEATURES

The contractor shall identify and recommend special web site features and interactive functions to optimize public participation, input and feedback on the program.

NO WEB ACTIVITIES SHALL BE CONDUCTED, MADE PUBLIC OR DISSEMINATED WITHOUT THE APPROVAL OF STATE THE CONTRACT MANAGER.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Signatory Page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators), i.e., the global address of documents and other resources on the world wide web or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP Signatory Page:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals.

State regulation mandates that late bid proposals are ineligible for consideration.

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **seven (7) full, complete, and exact copies and one (1) unbound, complete and exact copy** of the original proposal.

In addition, the bidder must submit one **(1) full, complete, and exact ELECTRONIC copies** of the original proposal in PDF file format to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit **(1) full, complete, and exact ELECTRONIC copy** of the original proposal in an editable and "writable" PDF file format on CD for redaction.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one (1) volume and that volume divided into four (4) sections with tabs (separators). **Further, the bid proposal should be limited to 50 pages or fewer at no smaller than 12-point type. Forms (Section 1), Creatives (Section 2), Organizational Support and Experience (Section 3) and Price Schedule (Section 4) are not included in the 50 page limit.** The content of the material should be located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)

- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 – Price Schedule (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory Page provided on the Advertised Solicitation, Current Bid Opportunities webpage found at:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

The Signatory Page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

Whether the bidder is a corporation, partnership, or sole proprietorship, the bidder must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to comply will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x30742.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints, or other administrative proceedings involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder Form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may register with the New Jersey Division of Revenue at www.nj.gov/njbgs to register to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1 of the NJ Standard Terms and Conditions version 07 27 07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

4.4.3.3 SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed Source Disclosure Certification Form that can be located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

Refer to Section 7.1.2 of this RFP for additional information.

4.4.3.4 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Set-Aside Contract for Category I, II, and III Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

*****IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146.*****

4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in Section 3.0 SCOPE OF WORK. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.4.1 MANAGEMENT OVERVIEW

A. General

The bidder should set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

The bidder should also provide:

B. Five (5) Plans Based on information found in Subsection C. Case Study

These Technical Submissions are not to be included in the Price Schedule.

1. Overall Customer Information and Public Awareness Plan

The bidder should submit a formal plan that describes a campaign for the twelve (12) month period December 1, 2007 through November 30, 2008. The plan should include, but not necessarily be limited to, justification for its goals and strategic direction, success metrics, monthly schedule, budget, intended audience, and products and services offered.

2. Creative Concepts Plan

The bidder should present one creative concept that supports its advertising campaign outlined in the Plan. Artwork, copy, and electronic media should be presented in photocopied materials. Photocopies of storyboards are acceptable. No original sets of creative concepts need be submitted in the proposal.

3. Detailed Action Plans

Representing an approach to the project, this section should detail the program's needs and action plans for providing all required functional support and for completing all required tasks. This should serve to convince the State that the plans are realistic, attainable, and appropriate and that the proposed plans will lead to successful project completion.

4. Media Plan

This section should describe the media plan and should include a complete description of media production costs and placement costs. The bidder should provide a comprehensive allocation of the major media to be used, such as, for radio - reach, frequency, length of broadcast, demographics of audience, and allocation of dollars among the selected media. The bidder should also explain how the various elements of minor media, such as public service announcements, talk shows, and electronic media, are to be integrated for maximum impact, cost effectiveness, and return on investment. The Plan should also describe how it intends to approach difficult-to-reach populations.

5. Collateral Plan

This section should consist of a detailed plan, including budget, for the use of collateral materials to be used in the campaign and should be submitted along with an explanation as to how these materials will be developed and incorporated into the overall campaign. These represent items such as posters, brochures, fliers, and bumper stickers.

C. Case Study - This shall serve as the foundation for prices in the Price Schedule.

The bidder shall provide a case study based upon the information offered in this RFP and any other information that the bidder may discover on its own.

The case study represents that specific part of the advertising and public relations proposal wherein the bidder shall present, with all its attendant strategic and budgetary details, a case study for a campaign to increase the proportion of citizens living in the State's Urban Area Security Initiative (UASI) region who have prepared emergency supply kits or developed emergency action plans (family communications plans, etc.).

The proposed program shall include a combination of creative concepts and mixed media programming with the supporting rationale for the recommended campaign..

- **One (1) web based public relations message, one (1) radio written script for advertising message, and (1) mailer/brochure outlining actions to be taken in threatening or catastrophic situations.**

The bidder shall describe how the success of an interactive web site that can be measured against the overall goals of the campaign. The budget for the case study shall be set forth in the **PRICE SCHEDULE**.

The State's UASI region is made up of the densely populated and demographically diverse counties of Bergen, Essex, Hudson, Middlesex, Morris, Passaic and Union counties and includes the State's four largest cities: Newark, Jersey City, Paterson and Elizabeth. The seven-county, region, home to a great concentration of New Jersey's most critical manufacturing, transportation and other critical infrastructure sites, accounts for almost 21 percent (%) of the State's area and, with a population of more than 4.6 million persons, accounts for more than half of the State's residents.

Public polls have indicated that New Jersey residents are not well prepared. A three-year-old but still-most-recent public poll on the subject (Fairleigh Dickinson University PublicMind poll, Aug. 2004), indicated that only 22 percent (%) of New Jersey voters said they or their family had "any emergency plans."

The case study shall include the first three to six months of activities of a year-long comprehensive campaign, budgeted at a total of \$500,000, that lays out the bidder's creative concepts and messaging and a media plan to best reach the audiences or audience sub-groups

in the UASI geographic area. The overall objective is to achieve a 30 percent (%) increase, within a year, of persons who will actually create an emergency supply kit and emergency action plan. Media could include, but are not limited to, cable TV, radio, outdoor, transit, Internet, in-store advertising, etc.

The bidder should indicate how target audiences among all demographic sectors, including non-English-speaking audiences, will be chosen and defined. The bidder shall also describe how the reach, frequency and timing of the media chosen will most effectively convey messages that will change behavior among these target audiences. The specific budget for the case study shall be set forth in the Price Schedule.

The bidder shall determine the dollar share of the total budget it would allocate to each medium chosen and include justification for its decision. The bidder shall also emphasize how the media chosen can be integrated into the total media buy and total marketing approach of the total campaign.

As a reference, the national "Ready Campaign" (www.ready.gov) coordinated by the U.S. Department of Homeland Security (DHS) represents one example of this type of campaign, but without being specific to a particular geographic area or demographic cross-section.

The bidder shall provide examples of prior campaigns conducted by the bidder that demonstrate its capacity to fulfill the scope of work requirements of a campaign for OHSP.

4.4.4.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, and status reports.

4.4.4.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. The schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.

4.4.4.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.5.1 LOCATION

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. The bidder should include the telephone number and name of the contact individual.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory, and other key personnel (including sub-vendor's management, supervisory and/or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes shall be structured in accordance with the attachment format to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.4.5.4 BACKUP STAFF

The bidder should include a list of backup staff who may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the term of the contract

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement, statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the bid proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5.8 SUBCONTRACTOR(S)

The bidder should complete the Notice of Intent to Subcontract Form whether or not it intends to use subcontractors in connection with the work set forth in this RFP. If the bidder intends to use subcontractor(s), the Subcontractor Utilization Plan should also be submitted with the bid proposal.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to use a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of 25 percent (%) of the value of the contract to New Jersey-based, New Jersey Commerce Commission registered small businesses, with a minimum of five (5) percent (%) awarded to each of the three (3) categories set forth below and the balance of ten

(10) percent (%) spread across the three annual gross revenue categories: Category I – \$1 to \$500,000, Category II - \$500,001 to \$5,000,000, Category III - \$5,000,001 to \$12,000,000. Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

Should the bidder propose to use a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s'): (a) performance, (b) compliance with all of the terms and conditions of the contract, and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel who demonstrate knowledge, ability, and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

The bidder must submit all requested pricing information. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

Note: The budget for the case study shall be provided on the price schedule. The same firm fixed hourly and commission rates being bid must be used for the budget for the assignment.

The Unit Price column shall reflect the bidder's proposed means of budgeting contract work. If awarded a contract, the Unit Price column shall be the method for providing cost estimates for specific task assignments. If a labor category is not proposed for the case study but is one that is included on the Price Schedule and may be used over the term of the contract, that rate shall be included in the Price Schedule. If a bidder does not plan to use a staff person to fulfill a specific labor category over the term of the contract, that Price Line should be left blank. The bidder must supply a media placement mark-up percentage. If the percentage is zero, a zero must be supplied.

The bidder must price its staff using the job titles provided in the Price Schedule. Changes, modifications or additions to job titles shall not be permitted.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal, and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07 27 07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 07 27 07, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the Signatory Page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for two (2) additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions, and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract for delivery no more than forty-five (45) days after contract expiration.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy, and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor shall identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not supersede Section 3.11 of the NJ Standard Terms and Conditions version 07 27 07 located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor, or substitute its own staff for a subcontractor, the contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State and shall be delivered to the State upon thirty (30) days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, the contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal, otherwise the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the contract.

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel, and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.10 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits, and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the bidder in its bid proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.14 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

Not applicable to this procurement.

5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to the State Contract Manager to perform the additional work. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs, or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward it to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State's Office of Management and Budget and Office of Information and Technology.

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing

sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. **Further, the contractor must submit, and Using Agency must ensure receipt of proof of the net cost (invoices) it has to pay its provider for placement and then apply the markup to that cost and send this documentation in with every invoice for payment by the State.** All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 07 27 07

NJ Standard Terms and Conditions version 07 27 07 are located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 07 27 07 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a. The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract.

b. The State of New Jersey agrees: (1) to promptly notify the contractor in writing of such claim or suit, (2) that the contractor shall have control of the defense of settlement of such claim or suit, and (3) to cooperate with the contractor in the defense of such claim or suit to the extent that the interests of the contractor and the State are consistent.

c. In the event of such claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product, (2) replace or modify the product to provide a non-infringing product that is the functional equivalent, or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 07 27 07, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor,
2. The contractor's breach of its obligations of confidentiality, and
3. The contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 07 27 07.

The contractor shall not be liable for special, consequential, or incidental damages.

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6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultants in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau Procurement Specialist will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 TECHNICAL EVALUATION CRITERIA

- a) The bidder's general approach and plans in meeting the requirements of this RFP.
- b) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- c) The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- d) The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- e) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and

qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

- f) As demonstrated in its case study submitted pursuant to Section 4.4.4.1 of the RFP, the bidder's creativity and clarity expressed in visuals, messages, and media in relaying the information required by OHSP to the target audience(s). This includes visual and verbal excellence, versatility, innovativeness, appropriateness, and overall appeal of the creative offering as it addressed the goal of the project.

6.3.2 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Schedule located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

6.3.3 BID DISCREPANCIES

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.3.4 EVALUATION OF BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director an award to the responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State, pursuant to N.J.S.A. 52:34-12(f), shall negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions, the price of a proposed contract award with any bidder, and/or the solicitation of a BAFO from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. Any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will

be rejected as non-responsive, and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, correspondence with bidders related to any request for negotiation or BAFO, revised technical and/or price proposals, the Evaluation Committee Report, and the Award Recommendation shall remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 - 25 on March 22, 2005 (the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution - a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.) and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity - any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association, or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent (%) of the profits or assets of a business entity or 10 percent (%) of the stock in the case of a business entity that is a corporation for profit, as appropriate, (ii) any subsidiaries directly or indirectly controlled by the business entity, (iii) any political organization organized under Section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, and (iv), that person's spouse or child residing in the same household, if a business entity is a natural person.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received, (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee, (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation, (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees, (vii) engage in any exchange of contributions to circumvent the intent of the Legislation, or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>

shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP as well as future contract opportunities.

c) Further, the contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or designee shall review the Disclosures submitted pursuant to this Section as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee prior to award or during the term of the contract by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine whether filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE CERTIFICATION REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39742.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07 27 07 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

A contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that purchase orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables, and approving payment vouchers. The State Contract Manager is the person whom the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

PRICE SCHEDULE

ADVERTISING AND PUBLIC RELATIONS SERVICES: OHSP

Bid Number 08-x-39742

Bidder's Name: _____

Refer to RFP Section 2.1 for the definitions of "Labor Rate (Firm Fixed Price)" and "All-Inclusive Hourly Rate"

The case study represents that specific part of the advertising and public relations proposal wherein the bidder shall present, with all its attendant strategic and budgetary details, a case study for a campaign to increase the proportion of citizens living in the State's Urban Area Security Initiative (UASI) region who have prepared emergency supply kits or developed emergency action plans (family communications plans, etc.).

The proposed program shall include a combination of creative concepts and mixed media programming with the supporting rationale for the recommended campaign of:

- **One (1) web based, public relations message, one (1) radio written script for advertising message, and (1) mailer/brochure outlining actions to be taken in threatening or catastrophic situations.**

| Price Line | Labor Rate (Firm Fixed Rate) | Unit | Unit Price (A) | Budget Hours (B) | Total Price* (A)(B) |
|------------|---|------|----------------|------------------|---------------------|
| 1. | Partner – Web Design | Hour | | | \$ |
| 2. | Interactive Specialist (Web – DVD) | Hour | | | \$ |
| 3. | Web Master | Hour | | | \$ |
| 4. | Web-Traffic Analyst | Hour | | | \$ |
| 5. | Web Designer | Hour | | | \$ |
| 6. | Partner - Advertising | Hour | | | \$ |
| 7. | President - Advertising | Hour | | | \$ |
| 8. | Comptroller/Accounting Manager | Hour | | | \$ |
| 9. | Account Director/Supervisor - Advertising | Hour | | | \$ |
| 10. | Account Executive - Advertising | Hour | | | \$ |
| 11. | Account Manager - Advertising | Hour | | | \$ |
| 12. | Creative Director/Copy - Advertising | Hour | | | \$ |

| | | | | | |
|-----|--|------|--|--|----|
| 13. | Creative Director/Art – Advertising | Hour | | | \$ |
| 14. | Senior Art Director - Advertising | Hour | | | \$ |
| 15. | Art Director – Advertising | Hour | | | \$ |
| 16. | Senior Copywriter - Advertising | Hour | | | \$ |
| 17. | Junior Copywriter - Advertising | Hour | | | \$ |
| 18. | Production Director/Print - Advertising | Hour | | | \$ |
| 19. | Production Director/Art - Advertising | Hour | | | \$ |
| 20. | Production Director/Media – Advertising | Hour | | | \$ |
| 21. | Studio Manager - Advertising | Hour | | | \$ |
| 22. | Media Director - Advertising | Hour | | | \$ |
| 23. | Media Supervisor - Advertising | Hour | | | \$ |
| 24. | Media Planner/Buyer - Advertising | Hour | | | \$ |
| 25. | Interactive Specialist (Web – DVD) – Advertising | Hour | | | \$ |
| 26. | Web-Traffic Analyst - Advertising | Hour | | | \$ |
| 27. | Administrative Assistant - Advertising | Hour | | | \$ |
| 28. | Clerical - Advertising | Hour | | | \$ |
| 29. | Graphic Designer | Hour | | | \$ |
| 30. | Partner – Public Relations | Hour | | | \$ |
| 31. | President – Public Relations | Hour | | | \$ |
| 32. | Comptroller/Accounting Manager | Hour | | | \$ |
| 33. | Account Director/Supervisor - Public Relations | Hour | | | \$ |
| 34. | Account Executive - Public Relations | Hour | | | \$ |
| 35. | Public Relations - Lead | Hour | | | \$ |
| 36. | Account Manager – Public Relations | Hour | | | \$ |

| | | | | | |
|-----|---|------|--|--|--------|
| 37. | Creative Director/Copy – Public Relations | Hour | | | \$ |
| 38. | Creative Director/Art – Public Relations | Hour | | | \$ |
| 39. | Senior Art Director - Public Relations | Hour | | | \$ |
| 40. | Art Director – Public Relations | Hour | | | \$ |
| 41. | Senior Copywriter – Public Relations | Hour | | | \$ |
| 42. | Junior Copywriter - Public Relations | Hour | | | \$ |
| 43. | Production Director/Print – Public Relations | Hour | | | \$ |
| 44. | Production Director/Art – Public Relations | Hour | | | \$ |
| 45. | Production Director/Media – Public Relations | Hour | | | \$ |
| 46. | Studio Manager – Public Relations | Hour | | | \$ |
| 47. | Media Director – Public Relations | Hour | | | \$ |
| 48. | Media Supervisor - Public Relations | Hour | | | \$ |
| 49. | Media Planner/Buyer - Public Relations | Hour | | | \$ |
| 50. | Interactive Specialist (Web – DVD) – Public Relations | Hour | | | \$ |
| 51. | Web-Traffic Analyst – Public Relations | Hour | | | \$ |
| 52. | Administrative Assistant – Public Relations | Hour | | | \$ |
| 53. | Clerical – Public Relations | Hour | | | \$ |
| 54. | Graphic Designer | Hour | | | \$ |
| 55. | Case Study Budget | | | | \$ |
| 56. | **Media Placement Mark-up Percentage | | | | % |
| 57. | ***Pass-Through Media Placement (Non-Labor) | | | | \$ N/A |
| 58. | ***Pass-Through Media Production (Non-Labor) | | | | \$ N/A |
| 59. | ***Pass-Through Non-Media Production (Non-Labor) | | | | \$ N/A |

*Price used to rank bids.

**Bidder shall provide the Media Placement Mark-up Percentage.

***The bidder shall not supply prices for these lines. These price lines will be used only to pay pass-through costs related to these items.

For the purpose of the case study, the bidder shall price its staff using the job titles provided in the Price Schedule. Changes, modifications, or additions to job titles shall not be permitted.

Resume Format

Name:
Present Title:
Role for this Project: *Proposed role for the subject contract.*

Experience Summary: Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, conversion planning, etc. For each type of experience, the number of years of said experience must be identified.

Job A:
Employed from (month/year) to (month/year):
Title:
Employer name, phone number, fax number and/or e-mail address:
Employer address:

Specific Project A:
 Customer name:
 Current telephone number, fax number and/or e-mail address:
 Brief project description:
 Time period individual assigned to project:
 Percentage of time on specific project (based on full days, five days per week):

Continue with Projects B, C, etc., as needed.

Continue with Jobs B, C, etc., as needed.

Educational Background
School name (post-secondary education):
Location:
Type and date of degree received:

Specialized Training
Type of training and dates attended (months/year):

References:
Provide the following information for each of two (2) references.
Name:
Position:
Current telephone number, fax number and/or e-mail address:
Relationship: