



Request for Proposal 08-X-39458

For: Advertising and Public Relations Services: DHSS

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	April 13, 2007	5:00 PM
Pre-bid Conference	April 26, 2007	10:00 AM
Mandatory Site Visit	NA	NA
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	May 15, 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 <input type="checkbox"/> Not Applicable	Category <input checked="" type="checkbox"/> I <input checked="" type="checkbox"/> II <input checked="" type="checkbox"/> III
	<input type="checkbox"/> Entire Contract	
	<input type="checkbox"/> Partial Contract	
	<input checked="" type="checkbox"/> Subcontracting Only	

RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey
Department of Health and Senior Services
Office of Communications
Trenton, New Jersey

Date: March 30, 2007

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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, Economic Growth and Tourism 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, Economic Growth and Tourism 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, ECONOMIC GROWTH AND TOURISM 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 Department of Health and Senior Services (DHSS), Office of Communications.

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 public health programs and services funded by DHSS.

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 05 09 06 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 reprocurement of the Advertising and Public Relations, Department of Health and Senior Services term contract, that is due to expire on June 30, 2007. Bidders interested in the current contract specifications and pricing information may review the current contract, T-2224, at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

DHSS' Office of Communications develops social marketing and public awareness campaigns based on extensive consumer and scientific/clinical research for a broad range of public health initiatives affecting the lives of all citizens of the State.

1.2.1 DESCRIPTION OF DHSS

DHSS plans, coordinates, and administers the delivery of effective, accessible, health and senior services for all people in the State to ensure optimal health, dignity, and independence. Departmental programs and services prevent disease, promote and protect well-being at all life stages, and encourage informed choices that enrich the quality of life for individuals, families, and communities.

The following objectives are addressed through leadership; collaborative partnerships; accountability; advocacy, especially for those with the greatest need; and a commitment to serving the diverse health needs of State citizens:

- Prepare the State to rapidly detect, identify, and respond to health-related aspects of biological, chemical, radiological, nuclear, explosive, and incendiary acts of terrorism, as well as natural disasters and disease outbreaks.
- Eliminate disparities in health care access, treatment, and clinical outcomes between racial, ethnic and socioeconomic populations, in part through cultural competency, education, and partnering with minority-oriented health organizations.

- Implement scientific, evidence-based, primary and secondary prevention programs designed to decrease mortality rates of health conditions such as heart disease, cancer and stroke, and promote longer and healthier lives.
- Strengthen the public health infrastructure by adopting and implementing best practice standards, creating a comprehensive communications system that links health care providers and institutions Statewide, forming a coordinated disease surveillance and response network, and providing comprehensive public health and environmental laboratory testing services.
- Provide high quality services that promote independence, dignity and choice for older adults.
- Optimize access to quality health care for the people of New Jersey.

Each year DHSS directs the budgetary expenditure of approximately \$1.7 - \$1.9 billion toward programs that include, but are not limited to:

- Early intervention involving screening, testing and counseling to protect and preserve the health of people of all ages
- Rapid AIDS testing
- Hospital assistance grants and charity care payments
- Expansion of federally qualified health centers
- Cancer research, prevention and treatment
- Smoking prevention and cessation
- Influenza pandemic planning
- Bioterrorism and natural disaster preparedness planning
- Pharmaceutical assistance for seniors
- Medicaid
- Nursing homes and medical day care
- State Hospital Performance Report

Additional information about DHSS' wide range of programs and services is available online at <http://www.nj.gov/health/>.

1.2.2 GOALS

The goals of every DHSS advertising and public relations campaign are to:

- increase public awareness and understanding of health risks, illnesses and diseases that affect the lives of individuals, families and communities
- build public awareness of specific programs and services provided by DHSS to improve health, prevent disease and promote healthy lifestyles
- increase the number of people who access and benefit from public health programs and services
- reduce disparities with respect to access to healthcare, environmental and behavioral risk factors, and the quality and availability of health services among the State's diverse populations

1.2.3 OBJECTIVES

The following objectives should be achieved through every DHSS advertising and public relations campaign:

- develop integrated and measurable consumer awareness advertising and public relations campaigns that promote access to and use of specific public health information, programs and services provided by DHSS.
- educate citizens concerning public health issues that affect their quality of life and promote behaviors and actions that can improve health and well-being.
- develop strategies and media campaigns to announce and launch key public health initiatives using a variety of paid and earned media, print collateral, events and web site design.
- support program implementation and launches through coordinated messaging and outreach to the general public and/or target audiences.
- employ strategies to reduce socio-cultural barriers to health care access through targeted communications techniques and Spanish language components where appropriate
- emphasize DHSS' leadership role in ensuring the provision of public health services, the protection of public health, and guidance and direction of Statewide public health initiatives
- produce measurable results that demonstrate the effectiveness of each specific campaign in achieving its particular goals and objectives.

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 the DHSS 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 by phone to (609) 292-4751. The Purchase Bureau 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

The date and time of the Optional Pre-Bid Conference is indicated on the cover sheet. The location of the Optional Pre-Bid Conference will be as follows:

Purchase Bureau
33 West State Street
9th Floor Bid Room
Trenton, New Jersey 08625

The purpose of the Optional Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

1.3.4 DOCUMENT REVIEW

The following are publicly available documents and appropriate sites that bidders need to review in order to prepare and submit accurate and comprehensive bid proposals:

- www.njspeakup.gov
This Web site was created as part of the Postpartum Depression (PPD) Awareness Campaign. It is a split site for two separate audiences: consumers and healthcare professionals. It includes downloadable print materials in multiple languages, personal testimonials, frequently asked questions, a consumer-oriented video, resources and services information; and for healthcare providers a professional education Webinar about diagnosis and treatment of PPD, frequently asked questions and screening tools in English and Spanish.

The Web site and the materials on this site were crafted and produced by the current contractors working in concert with DHSS staff.

- www.njquit2win.com

This Web site houses the Quit2Win family of programs designed to promote adult smoking cessation and utilization of the New Jersey Quit Services. The site includes programs for physicians' outreach, business and labor union outreach, Makeover U for college outreach, the Joint Partnership for coordinating the Smoke-Free Air Campaign with the Be Smoke-Free in New Jersey Quit Smoking Campaign, and "resource central" for grantees to access downloadable tools and information on smoking cessation and the NJ Quit Services for community outreach.

The Web site, all outreach initiatives on this site and the resource materials were crafted and produced by the current contractors working in concert with DHSS staff. The resources include video, print materials, PowerPoint presentations with presenter guides, e-cards, fact sheets, posters and print ads, sample articles, how-to manuals and a comprehensive resource guide on the health risks of smoking and how to quit.

- www.njnotforsale.com

This Web site was designed to be interactive with New Jersey teens in promoting tobacco use prevention. The Web site design and many components on the site were created and produced by the current contractors working in concert with DHSS staff. Teens, including members of REBEL, New Jersey's youth-led anti-tobacco movement, are encouraged to submit their comments, activities and creative ideas for Web components.

Many of the e-cards, compilations of tobacco-related data and information, the interactive "Butt Buggs" game, and the "My Y-Not" contest were created and produced by the current contractors working in concert with DHSS staff.

- www.njsave3lives.com

This Web site was created as part of the Save3Lives: All in a Day's Work campaign to help New Jersey alleviate its chronic blood supply shortage by increasing workplace blood drives. The site provides downloadable resources for a statewide contest called the "PowerPints Corporate Challenge". Resources for this initiative include a Corporate Tool Kit with donor cards, fact sheets, frequently asked questions, posters, sample letters and e-mails, payroll inserts, the logo and logo guide, and a how-to-manual.

The Web site and the materials on this site were crafted and produced by the current contractors working in concert with DHSS staff.

- www.njpaad.gov

This Web site was developed as part of the Senior Benefits Medicare Part D Enrollment Campaign to assist eligible New Jersey seniors in enrolling in the federal government's 2006 prescription drug coverage plan.

This Web site and the resources on this site were crafted by the current contractors working in concert with DHSS staff.

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., 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.**

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

Earned media - Free media coverage, such as a news story or opinion piece.

3.0 SCOPE OF WORK

The contractor shall assist DHSS' Office of Communications with strategic planning, designing, executing and administering its advertising and public relations programs such as the Comprehensive Tobacco Control Campaign and other initiatives, by providing creative expertise, media placement capabilities and account personnel as stated in this RFP.

The contractor shall provide a firm, fixed and 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. All products become the property of the State.

The budget for this contract is estimated at up to \$7 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
- a 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 consumer base of DHSS.

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 consumer-oriented print materials as routine components of all campaigns. From time to time, certain campaigns will require messaging targeted to specific minorities and a demonstrated capability on the part of the contractor to address socio-cultural issues of health care disparities and access.

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 contractor shall identify, wherever appropriate,

cooperative advertising and promotional opportunities with DHSS' public and private sector partners, including community-based organizations funded by DHSS to carry out programs at the local level; funding organizations such as the Robert Wood Johnson Foundation; and hospitals, businesses and educational institutions, as appropriate, to reach specific target populations.

3.1.8 The contractor shall assist in the development and administration of programs that target specific customers 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 DHSS staff shall direct the contractor on the placement of all media purchased on its 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. 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 discounts and rebates.

3.1.12 The contractor shall coordinate with existing DHSS 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 DHSS-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 contractor 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 all required marketing research programs. These services may include but are not limited to 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 include, but may not be 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 in advance of production deadlines by the contractor for approval by the State Contract Manager.

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.

NO ADVERTISING ACTIVITIES SHALL BE CONDUCTED, MADE PUBLIC, OR DISSEMINATED WITHOUT THE 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 all 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 any and 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. All 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 press, periodicals, newsletters, public health journals and trade press.

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 State shall retain the right to audit the contractor's books to verify that the State is receiving all 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.

NO PUBLIC RELATIONS ACTIVITIES SHALL BE CONDUCTED, MADE PUBLIC, OR DISSEMINATED WITHOUT THE 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 RFP. 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, DHSS 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 DHSS' print shop 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 CONFLICT OF INTEREST

Throughout the term of the contract and any extensions thereof, the contractor shall continue to meet the disclosure required in section 4.4.7 of this contract. The contractor shall immediately disclose any such contract to the State Contract Manager and the Director. The existence of such a contract during the term of the contract or any extension thereof could result in the State terminating the contract for cause pursuant to Section 3.5 of the Standard Terms and Conditions.

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/08x39458.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 **ten (10) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. 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). 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/08x39458.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/08x39458.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/08x39458.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the Notice of Intent to Subcontract Form found at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39458.shtml> to advise the State as to whether a subcontractor will be used to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/08x39458.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION PLAN

If the bidder intends to use a subcontractor, the Subcontractor Utilization Plan found at <http://www.state.nj.us/treasury/purchase/bid/summary/08x39458.shtml> must be completed and submitted with the bid proposal.

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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39458.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

IMPORTANT NOTE: EVEN INCUMBENT BIDDERS AND/OR THOSE THAT HAVE BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM NEED TO BE SURE OF REGISTRATION WITH COMMERCE ON THE DAY OF BID RECEIPT AND OPENING UNDER THE SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL TO DETERMINE STATUS IS 609 292-2146.

This is a contract with set aside subcontracting goals for Small Businesses. All bidders must include in their bid proposal a completed and signed Notice of Intent to Subcontract form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39458.shtml>. Bidders intending to use subcontractors must also include a completed and signed Subcontractor Utilization Plan Form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39458.shtml>. Failure to submit the required forms shall result in a determination that the bid is materially non-responsive. Bidders seeking eligible small businesses should contact Commerce at (609) 292-2146.

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/08x39458.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/08x39458.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/08x39458.shtml>. Refer to Section 7.1.2 of this RFP for additional information.

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 shall 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 shall also provide:

B. Five (5) Plans Based on information found in D. Comprehensive Tobacco Control Program - These Technical Submissions are not to be included in the Price Schedule.

1. Overall Customer Information and Public Awareness Plan

The bidder shall submit a formal plan that describes a campaign for the twelve (12) month period July 1, 2007 through June 30, 2008. The plan shall 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 shall present one creative concept that supports its advertising campaign outlined in the Plan. Artwork, copy, and electronic media shall 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 shall detail the program's needs and action plans for providing all required functional support and for completing all required tasks. This approach shall 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 shall describe the media plan and shall include a complete description of media production costs and placement costs. The bidder shall 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 shall 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 shall also describe how it intends to approach difficult to reach populations.

5. Collateral Plan

This section shall consist of a detailed plan, including budget, for the use of collateral materials to be used in the campaign and shall 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 the Comprehensive Tobacco Control Program (CTCP) campaign.

The case study shall comprise:

- One (1) public relations 60-second radio (written) spot, one (1) concept for print or transit (artwork), and one (1) concept for an Internet advertisement to promote the CTCP campaign.

The bidder shall describe how the success of the radio spot (including reach, frequency, timing, and recommended stations) the print or transit advertising (including reach, frequency, timing, and recommended locations) and the Internet ad (including recommended web sites, placements, ad units, and estimated impressions) can be measured against the overall goal of the campaign. The 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 radio, to print or transit, and to Internet advertising and include justification for its decision. The bidder shall also emphasize how the radio, print or transit, and Internet advertising components can be integrated into the total media buy and total marketing approach of the total campaign.

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 DHSS.

D. Comprehensive Tobacco Control Program

The bidder shall provide a sample theme and strategy for an annual advertising and public relations campaign. The proposed budget is \$1,500,000.

DHSS' CTCP has two primary goals:

1. To increase the number of smokers who initiate treatment to quit smoking, and
2. To decrease the initiation of tobacco use by youth under the age of 18 and young adults 18-24 years of age.

Tobacco is the leading cause of preventable death in the nation, and more than 11,000 State smokers die of tobacco-related illnesses each year. That is, one in every five deaths in the State that can be attributed to smoking. Moreover, between 950 and 1,680 non-smokers die each year in the State from secondhand tobacco smoke or "involuntary smoking".

More than 17 percent of adults in the State, or approximately 1.15 million people, continue to smoke. Although steady progress has been made in reducing the number of people who smoke, more work is needed to reduce the unacceptable toll that smoking is taking on the health of State citizens.

A study published by the Centers for Disease Control and Prevention (*MMWR*, October 27, 2006), reported the troubling fact that progress in reducing adult smoking nationally appears to have stalled after several years of slow but steady declines. It is probably no coincidence that progress has stalled at a time when tobacco marketing expenditures have skyrocketed to record levels. In 2003, tobacco companies spent approximately \$15.1 billion on advertising and promotion, which more than doubled these expenditures from 1998.

According to the 2004 Surgeon General's report, *The Health Consequences of Smoking*, cigarette smoking harms nearly every organ in the body, significantly expands the list of diseases that smoking causes, and confirms that smoking undermines smokers' health in general. Included among the list of diseases caused by smoking are lung, laryngeal, esophageal, bladder, kidney, cervical, pancreatic, and stomach cancers; acute myeloid leukemia; coronary heart disease; stroke; emphysema; chronic bronchitis; cataracts; peptic ulcers; and periodontitis.

Nicotine, the highly addictive substance associated with smoking, is only one of 4,000 chemicals in cigarettes that include at least 200 poisons and 69 known or probable carcinogens. These toxins travel throughout the body, harming every organ they reach.

The potential health consequences of secondhand smoke, often referred to as involuntary smoking, comprise the entire 2006 Surgeon General's report, *The Health Consequences of Involuntary Exposure to Tobacco Smoke*. Among the conclusions highlighted in this report: 1) secondhand smoke causes premature death and disease in children and adults who do not smoke, 2) children exposed to secondhand smoke are at increased risk for sudden infant death syndrome, acute respiratory infections, ear problems, more severe asthma, and slowed lung growth, and 3) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer. The scientific evidence indicates that there is no risk-free level of exposure to secondhand smoke.

Eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from exposure to secondhand smoke. Therefore, in 2006, the State enacted a smoke-free air law that ensures workers a safe workplace and all nonsmokers, including children and senior citizens, smoke-free air in the public places they visit.

The toll of smoking on the State's economy is also enormous. The costs for direct medical care attributable to smoking are nearly \$2.5 billion each year. Lost productivity as a result of sick days, smoking breaks, and disability costs an additional \$2.22 billion.

Smoking Cessation Services Provided by CTCP

CTCP provides an array of effective tools and services to help smokers succeed in quitting, and clinical studies show that the health benefits that smokers gain by quitting are both immediate and long term. More than 75 percent of the State's smokers want to quit, yet only 3 percent succeed without help.

New Jersey Quit Services (NJ Quitline, NJ QuitNet and NJ Quitcenters) provide the resources necessary to help smokers succeed in quitting. CTCP wants to make sure that all smokers get the help they need to quit smoking. The State has set a Healthy People 2010 goal to reduce smoking among 18- to 64-year-olds from the current 17.4 percent to 15 percent, and among seniors 65 years of age and older, to 8 percent.

To achieve this goal, DHSS encourages smokers to use these free and low-cost services to help them succeed. Through the ongoing *Quit 2 Win* initiative (www.njQuit2Win.com) DHSS strives to mobilize organizations, institutions, and individuals across the State to encourage and support smokers to quit smoking by using the Quit Services.

Youth Tobacco-Use Prevention Programs Sponsored by CTCP

To prevent youth from ever starting to smoke and effectively decrease the initiation of tobacco use, DHSS reaches out to teens and young adults with anti-tobacco messages, with advertising and public relations strategies to promote smoking prevention, and through the support of REBEL (Reaching Everyone By Exposing Lies), a youth-led anti-tobacco movement established in 2000 that includes middle school, high school, and college students throughout the State.

Schools play an integral part in the REBEL program at the middle and high school levels. New Jersey is the first state to offer a continuum of youth programs in tobacco use prevention from middle school through college.

Existing CTCP Resources

Websites developed by CTCP play an integral role in the marketing and public relations outreach. These resources may be incorporated into the bid proposal.

1. www.njQuit2Win.com
2. www.njnotforsale.com
3. www.smokefree.nj.gov

Existing CTCP brands and logos include:

- Quit Services: New Jersey Quitline, New Jersey QuitNet and New Jersey Quitcenters.
- CTCP's youth tobacco-use prevention programs: REBEL, REBEL2 and REBEL U

Market

The target market varies with each campaign taking into account, as appropriate, the State's racial, ethnic, and socio-economic diversity, as well as general demographic factors. Generally, the target market segments for CTCP are defined as follows:

1. Target Population for Smoking Cessation Campaign:

- All State adult smokers, 25 – 54 years of age
- Young adults, 18 – 24 years of age

2. Target Population for Youth Smoking Prevention Campaign:

- All State high school students, 13 – 17 years of age
- Young adults, 18 – 24 years of age

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 should 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:

- Clearly identify the individual's previous experience in completing similar contracts.
- Record beginning and ending dates for each similar contract.

- Offer a description of the similar contract and demonstrate how the individual's work on the completed contract relates to the individual's ability to successfully contribute in providing the services required by this RFP.
- Include the name, address, and telephone number of each reference with respect to each similar contract.

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 must 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 also must 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 twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism 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 Price Schedule is located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/08x39458.shtml>.

The estimated quantities per year provided on the Price Schedule are estimates only. There are no guaranteed minimum or maximum quantities.

The bidder should provide a budget with labor titles and hourly rates for each labor title that ties into the total budget proposed.

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.

4.4.7 CONFLICT OF INTEREST

To ascertain the existence of any conflict of interest, potential conflict of interest, or appearance of a conflict of interest, the bidder shall fully disclose in the bid proposal all contracts held by the bidder, the bidder's parent and/or subsidiaries and all contracts held by any proposed subcontractor, such subcontractor's parent and/or subsidiaries, with a tobacco company or any parent or subsidiary of a tobacco company. Such disclosure shall include the parties to each such contract; the subject matter of each contract; the scope of work for each contract; the term of each such contract; and the monetary amount of each such contract. The State reserves the right to consider the existence or nonexistence of such contracts and the nature of any such contract in the evaluation of proposals received in response to this RFP.

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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39458.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 05 09 06, 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/08x39458.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 05 09 06 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 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39458.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. 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 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39458.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 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 uncopyrighted 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 05 09 06, 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 05 09 06.

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

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Not applicable to this procurement.

5.23 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

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

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 DHSS 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/08x39458.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 ten (10) percent of the profits or assets of a business entity or ten (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/08x39458.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 05 09 06 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: DHSS

Bid Number 08-X-39458

Bidder's Name: _____

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

<p>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: One (1) public relations 60-second radio (written) spot and one (1) advertising concept for print or transit (artwork) and one (1) concept for Internet advertisement to promote the CTCP campaign</p>					
Price Line	Labor Rate (Firm, Fixed Price)	Unit	Unit Price (A)	Budget Hours (B)	Total Price* (A)(B)
1.	Partner - Advertising	Hour			\$
2.	Partner – Public Relations	Hour			\$
3.	President - Advertising	Hour			\$
4.	President – Public Relations	Hour			\$
5.	Comptroller/Accounting Manager	Hour			\$
6.	Account Director/Supervisor - Advertising	Hour			\$
7.	Account Director/Supervisor - Public Relations	Hour			\$
8.	Account Executive - Advertising	Hour			\$
9.	Account Executive - Public Relations	Hour			\$
10.	Public Relations - Lead	Hour			\$
11.	Account Manager - Advertising	Hour			\$
12.	Account Manager – Public Relations	Hour			\$
13.	Creative Director/Copy - Advertising	Hour			\$
14.	Creative Director/Copy – Public Relations	Hour			\$

15.	Creative Director/Art – Advertising	Hour			\$
16.	Creative Director/Art – Public Relations	Hour			\$
17.	Senior Art Director - Advertising	Hour			\$
18.	Senior Art Director - Public Relations	Hour			\$
19.	Art Director – Advertising	Hour			\$
20.	Art Director – Public Relations	Hour			\$
21.	Senior Copywriter - Advertising	Hour			\$
22.	Senior Copywriter – Public Relations	Hour			\$
23.	Junior Copywriter - Advertising	Hour			\$
24.	Junior Copywriter - Public Relations	Hour			\$
25.	Production Director/Print - Advertising	Hour			\$
26.	Production Director/Print – Public Relations	Hour			\$
27.	Production Director/Art - Advertising	Hour			\$
28.	Production Director/Art – Public Relations	Hour			\$
29.	Production Director/Media - Advertising	Hour			\$
30.	Production Director/Media – Public Relations	Hour			\$
31.	Studio Manager - Advertising	Hour			\$
32.	Studio Manager – Public Relations	Hour			\$
33.	Media Director - Advertising	Hour			\$
34.	Media Director – Public Relations	Hour			\$
35.	Media Supervisor - Advertising	Hour			\$
36.	Media Supervisor - Public Relations	Hour			\$
37.	Media Planner/Buyer - Advertising	Hour			\$

38.	Media Planner/Buyer - Public Relations	Hour			\$
39.	Interactive Specialist (Web – DVD) - Advertising	Hour			\$
40.	Interactive Specialist (Web – DVD) – Public Relations	Hour			\$
41.	Web-Traffic Analyst - Advertising	Hour			\$
42.	Web-Traffic Analyst – Public Relations	Hour			\$
43.	Administrative Assistant - Advertising	Hour			\$
44.	Administrative Assistant – Public Relations	Hour			\$
45.	Clerical - Advertising	Hour			\$
46.	Clerical – Public Relations	Hour			\$
47.	Graphic Designer	Hour			\$
48.	*Total Budget Price				\$

49.	**Media Placement Mark-up Percentage				%
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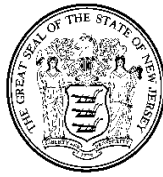
50.	***Pass-Through Media Placement (Non-Labor)				\$ N/A
51.	***Pass-Through Media Production (Non-Labor)				\$ N/A
52.	***Pass-Through Non-Media Production (Non-Labor)				\$ N/A

*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.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

April 19, 2007

To: All Interested Bidders

Re: RFP # 08-X-39458
Advertising and Public Relations Services: DHSS
Bid Due Date: May 15, 2007 (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
Advertising and Public Relations Services: DHSS
Bid Number 08-X-39458
Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.			Is this solicitation open only to firms based in New Jersey?	No.
2.			Will potential bidders be permitted to ask questions at the April 26th pre-bid conference?	Substantive questions will not be answered orally at the bidders conference. Any additional questions that vendors may have will need to be provided in writing at the end of the conference and will be answered by addendum. Process questions will be addressed orally.
3.	5	Notice to Bidders	Is there a specific goal percentage for small business participation?	Please refer to section 4.4.5.8, page 30 of the RFP for set aside goals.
4.	6	1.2 (Background)	In addition to the current contract terms, please provide bidders with the annual budget expenditure for agency manpower services (not outside services) during the past two contract years.	Deferred to Addendum #2.
5.	8	1.2.3	Are Translation services for languages other than English and Spanish required?	No.
6.	9	1.3.4 (Document Review)	Please specify the successful bidder's role in the following: a. Maintenance/upkeep of current DHSS websites b. Development of new content for DHSS websites c. Troubleshooting programming on DHSS websites d. Outbound communications to databases of DHSS websites	a. Some maintenance/upkeep will be required for specific campaigns. b. Development of new content will be specified for certain campaigns. c. Troubleshooting programming may be needed for certain campaigns. d. No.
7.	9	1.3.4	What are the site statistics (number of web hits, unique visitors, etc.) for these specific sites? What is the current strategy of online and traditional promotion of these sites? How many of the forms (fact sheets, e-cards, etc.) are downloaded per month for each site? Has there been an increase in site traffic for these sites?	This information is not readily available and will be provided to the contractor, if necessary during the term of the contract.
8.	11	1.4.4. Contents	Is the cover sheet referred to in this	Yes.

#	Page #	RFP Section Reference	Question	Answer
		of Bid Proposal	section the same as the Signatory Page? If not, please state where that cover sheet is located.	
9.	16	Scope of Work	Which campaigns, in addition to the Comprehensive Tobacco Control Campaign, are slated for the period of performance? How many of those campaigns will launch in year 1? What percentage of the year 1 budget of \$7 million is anticipated for labor / professional services and how much is anticipated for media placement & production and non-media production? What percentage of the current contract budget has been spent on placement and production?	At this time we do not know the campaigns other than CTCP that will arise during the period of performance, nor do we know how many will launch in the first year. Our experience on average is approximately 10 campaigns per year ranging from small-budget projects to large campaigns such as CTCP. The majority of the budget is always expended in media placement.
10	19	3.3.7	Are we required to pay the vendors directly before receiving reimbursement from the state?	No.
11	19,	3.4 Program Evaluation	How is campaign effectiveness in meeting its goals and objectives measured today? What criteria are used today to measure awareness?	Effectiveness is measured according to criteria set forth in the Task Order for each specific campaign. Measurements of awareness include media impressions, response to calls to action in advertising, increased utilization of services attributable to campaigns, and Web site traffic generated by campaigns.
12	19-20	3.4	Has the department set specific goals for the campaign (i.e. smoking rate drops, traffic to the website, number of youth enrolled in REBEL program)? Can we have access to these projected goals?	Yes, the department has set goals and will work with the contractor to achieve these goals.
13	24	4.4.4.1.B.4	Please provide background related to all media contracts (billboards, transit, print, etc.) that DHSS currently holds and would be assessable for the CTCP program.	All contractual arrangements are made with vendors through this media contract.
14	25	4.4.4.1.B.5	Please provide background related to all current distribution outlets utilized for CTCP information and collateral.	Current outlets for information and collateral include Web sites (www.nj.gov/health/ , www.njquit2win.com , www.njnotforsale.com); New Jersey Quit Services (NJ Quitline, NJ QuitNet, NJ Quitcenters); tobacco control advocates, grantees and volunteers; physicians and dental offices; New Jersey businesses and corporations; direct mail. Through grantees CTCP reaches community-

#	Page #	RFP Section Reference	Question	Answer
				based organizations, health fairs, local civic organizations, community leaders and elected officials, and local businesses.
15	25	4.4.4.1.C	Please confirm that the "UNIT PRICE" reflected on the PRICE SCHEDULE should only include those labor categories related to the items specified in the Case Study AND NO OTHER, unrelated labor categories. a. (1) production of a 60 second radio spot b. (2) concept for print or transit ad c. (3) Internet ad	This is not correct. The Unit Price column shall be used to state the rates bid for staff that may utilized during the term of the contract term. The budget hours are for the case study.
16	25	4.4.4.1.C	Please confirm that the "TOTAL PRICE" reflects "UNIT PRICE" x total, cumulative "BUDGET HOURS" by labor category for ALL of the items specified in the case study: a. (1) production of a 60 second radio spot b. (2) concept for print or transit ad c. (3) Internet ad	Yes.
17	25	4.4.4.1.C	Please define: a. "Concept" for a print or transit ad b. "Concept" for an internet advertisement	The definition for "concept" is all work from the initial idea through the creative design execution.
18	25	4.4.4.1 C	What is the tobacco control focus area of the case study? Is it cessation, secondhand smoke, youth prevention, youth recruitment? Or, are we supposed to just focus on one of these areas at our discretion? Is the format supposed to encompass the plan for the 12 months and then pull out the case study as an example? Should we demonstrate the integration of the overall PR campaign and how the case study can support one component of the campaign? What is meant by "public relations 60-second radio (written) spot?"	The focus of the case study is left up to your discretion. Yes. Yes. This is a 60-second, consumer-oriented radio ad script.
19	25	4.4.4.1.C	It is imperative that bidders fully understand if pricing truly should reflect "Concept Development" only or instead: a. Concept Development through Final Production of a :60 radio spot b. Concept Development through Final Production of a Print Ad/Transit Ad c. Concept Development through Interactive Programming of an internet advertisement	Pricing for each of the three advertising components should reflect concept development through final production/ interactive programming plus placement.
20	25	4.4.4.1.C	There is concern that each bidder could	The starting through stopping

#	Page #	RFP Section Reference	Question	Answer
			interpret line items to be included in the Case Study differently. For example, some might include the media planning/placement of the items (radio spot, print/transit ad, internet ad), while other bidders may not. For comparative purposes, it is imperative that bidders clearly understand the starting and stopping points for each of the three items specified. Please clarify.	points for each of the three advertising components entail concept development through final production and placement.
21	25	4.4.4.1.C	There is concern that not all of the Labor Categories included on the PRICE SHEET are relevant to the three items specified in the Case Study. For example, Public Relations and Accounting services are not relevant to the production of a radio spot, media planning, or interactive How do bidders reflect "UNIT PRICE" bids for labor categories that are not related to the Case Study items specified, but that will certainly be relevant to the broader contract Scope of Work (outlined in RFP 3.1, 3.2, 3.3, and 3.4?). For example: a. public relations labor categories? b. media planning and buying labor categories? c. accounting labor categories?	The bidder should present a comprehensive campaign that includes, but is not limited to the three advertising components. These components should be put in the context of the scope of work encompassing a broad-based, comprehensive campaign. After reviewing section 3 of the RFP in its entirety, bidders should provide rates for those labor categories that they plan to staff and utilize to fulfill the contract for the entire term not just the case study.
22	25	4.4.4.1.D	1. Please provide complete background as to any contact databases (mailing and/or emails) that DHSS currently owns or has access to: a. Smoking Cessation i. Consumers ii. Physicians iii. Other b. Youth Smoking Prevention i. Consumers ii. Educators iii. Parents iv. Other c. Tobacco retailers d. Other	Contact databases for Smoking Cessation include New Jersey's Quit Services and the Centers for Disease Control and Prevention (CDC). For Youth Smoking Prevention: the New Jersey Department of Education. For tobacco retailers: the Department of Treasury, Division of Taxation.
23	25	4.4.4.1.D	Please provide background and results, if any, related to SEM (search engine marketing) initiatives that DHSS has undertaken in the past two years: a. Smoking Cessation b. Youth Smoking Prevention	Deferred to Addendum #2.
24	25	4.4.4.1.D	In 2006, New Jersey implemented its Smoke Free Air Law. Can DHSS supply data related to how this Act has impacted rates of programmatic	DHSS has utilization data for New Jersey's Quit Services showing significant increases in 2006 over utilization rates during

#	Page #	RFP Section Reference	Question	Answer
			participation in: a. Smoking Cessation b. Youth Smoking Prevention	the same time period of the previous year. Detailed data are not readily available.
25	25	4.4.4.1.D	Can DHSS please provide information related to any pending legislation related to smoking laws in the State of New Jersey.	Information on pending legislation is available at www.njleg.state.nj.us .
26	25,	4.4.4.1.D	Can DHSS representatives please speak to any key and reoccurring communications challenges they've experienced in their collective years trying to affect: - Smoking Cessation - Smoking Prevention	Key and reoccurring challenges in both of these areas are to 1) achieve media and marketing goals with limited funding, and 2) create effective media messages for high risk, hard-to-reach target audiences.
27	25	4.4.4.1.D	Can DHSS representatives please speak to historic tactical program elements (e.g., television, radio, print, out of home, internet, grassroots outreach, etc.) that they feel have been most successful or unsuccessful in affecting: - Smoking Cessation - Smoking Prevention	Success is achieved by creating the most effective media mix in advertising and public relations for each specific campaign given the available media dollars and the unique targets and objectives of each campaign.
28	25	4.4.4.1.D	Can DHSS representatives please alert bidders to any communications elements (e.g., program logos, names, taglines, colors, etc.) that they feel have proven to have strong equity and should not be altered.	Yes, however, DHSS does not want to influence bidder creativity and recommendations for the case study. This information will be provided to the contractor.
29	25	4.4 .4.1.D	Please provide or make accessible all primary, quantitative research studies conducted by DHSS from the past 5 years related to: a. Adult active smokers (25-54, 18-24) b. Adult prior smokers (25-54, 18-24) c. Adult non-smokers (25-54, 18-24) d. Youth active smokers (13-17) e. Youth non-smokers (13-17) f. Parents of youth (13-17) g. "Other" influencers (teachers, etc.) h. Retailers	A number of relevant studies in response to some of these categories are available online at www.state.nj.us/health/as/ctcp .
30	25	4.4.4.1.D	Please provide or make accessible benchmark data related to DHSS goals for the CTCP program for the past two years and respective results, if any. a. Smoking Cessation b. Youth Smoking Prevention	Deferred to Addendum #2.
31	25,	4.4.4.1.D	Please provide detailed information and list data of all licensed tobacco retailers within the state of New Jersey. a. Over the counter b. Self service machines	There are 13,000 licensed tobacco retailers in the State. These data are not readily available and too cumbersome to issue as an attachment to the RFP.
32	25	4.4.4.1.D	Please provide a list of any CTCP promotional partners that the DHSS currently works with.	CTCP promotional partners include community-based organizations, academic

#	Page #	RFP Section Reference	Question	Answer
			a. Smoking Cessation b. Youth Smoking Prevention	institutions, the Quit Services, youth coordinators, middle and high school-based advisors, medical and health-related state and national organizations, and consultants.
33	25	4.4.4.1.D	Please provide or make accessible all CTCP creative executions deployed by DHSS for the past two years. a. Smoking Cessation b. Youth Smoking Prevention	DHSS wants to see fresh approaches and ask that bidders demonstrate their creative ability.
34	25	4.4.4.1.D	Please provide or make accessible all CTCP media plans (traditional media and/or online media) executed by DHSS for the past two years. a. Smoking Cessation b. Youth Smoking Prevention	Again, DHSS wants you to demonstrate your unique and innovative approach to best meet the CTCP's programmatic needs.
35	25	4.4.4.1.D	Please provide or make accessible all CTCP press clippings for the past two years. a. Smoking Cessation b. Youth Smoking Prevention	The total number of print media impressions for 2005 was 28,179,271 covering the Quit Services, youth prevention studies and REBEL (youth-led anti-tobacco program), the Quit2Win campaign, and the Great American Smokeout. In 2006, the CTCP garnered 27,393,788 media impressions on the Quit Services, REBEL and youth prevention, and the Smoke-Free Air Act. These clippings may be provided to the contractor for review if necessary.
36		4.4.4.1 D	Section 4.4.4.1 D describes a proposed budget of \$1.5 million for the Comprehensive Tobacco Control program. Is the vendor to assume a budget of \$1.5 million for the case study, or is this \$1.5 million the budget for the five plans referenced in 4.4.4.1 B?	The budget noted here is for the entire campaign. The bidder is to present a case study and budget for that case study keeping in mind that the case study budget should include only the work done to meet all the examples required in the case study.
37	28	4.4.5.2 Organization Chart	Please clarify what is meant by "labor category".	Job titles that will be used for this project.
38	28	4.4.5.3	Do we need to repeat the contact information and references in this section if it is included under the individual's resume (section 4.4.5)?	Bidders should prepare their bid proposal in the accordance with the structure of the RFP.
39	29	4.4.5.6	Can we use the same examples from 4.4.5 and 4.4.5.3 or is the state looking for additional examples for this section? Can these examples include staff experience while at other firms?	Individual references are not the same as contract references for the bidder. Therefore, bidders should provide the appropriate information in the appropriate section of the bid proposal.

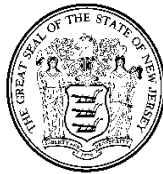
#	Page #	RFP Section Reference	Question	Answer
40	30	4.4.5.8.D	Without having detailed plans for the subcontracting needs of DHSS during the contract period, and understanding that needs and can vary widely, please advise as to how are bidders expected to commit to any specific SBE/MBE/WBE service provider at this preliminary juncture?	Bidders are expected to make a good faith effort to achieve set aside goals for subcontracting.
41	30	4.4.5.8.D	If bidders are required to commit to specific SBE/WBE/MBE vendors as part of this bid solicitation and, then, ultimately find that DH! SS service needs do not require such services, will the successful bidder be permitted to alter its SBE/WBE/MBE vendor selection without recourse from either DHSS or the specified SBE/WBE/MBE?	Please note that this contract is set aside for SBE subcontracting only. Further, any change in subcontractors subsequent to contract award must be in accordance with section 5.7 of the RFP.
42	30	4.4.5.8.D	If a bidder is a certified WBE and they become the successful bidder, would that company self-satisfy the 25% commitment to a WBE?	Please note that the State's current set-aside contracting program is limited to small business set-aside designations. Nonetheless, this project is set aside for subcontracting only, therefore an SBE as the contractor would not be considered as meeting the set aside goals of this procurement.
43	30	4.4.5.8.D	What SBE/WBE/MBE subcontractors are currently utilized in the DHSS Advertising and Public Relations contract?	This information is not readily available. Lists of registered small business vendors may be obtained from the Commerce and Economic Growth Commission.
44	30	4.4.6 Price Schedule	Please verify that the Price Schedule is available at the stated link. Is the price schedule simply the table presented on page 46 of the solicitation? Does this price schedule serve 2 purposes: CTCP Campaign Case Study pricing, and overall per hour labor pricing?	The Price Schedule may be found on pages 46-48 of the RFP. This schedule is to be used for the hourly rates for staff that would be used during the contract term as well as the case study pricing.
45	39	6.3.1	Please provide weighting in regard to items a through f.	Weights are not provided to bidders. Bidders are encouraged to develop their proposal to demonstrate that it represents the best value to the State, price and other factors considered.
46	40	6.3.2	Please clarify "bidders will be ranked according to the total bid price located on the Price Schedule."	The price of the case study will be ranked.
47	48	RFP PRICE SCHEDULE	Please confirm whether markup is a permissible line item on the bid sheets.	Space is provided for all price categories that the State will accept. There is a place for the media placement mark-up percentage on the Price

#	Page #	RFP Section Reference	Question	Answer
				Schedule.
48	48	RFP PRICE SCHEDULE	Please specify items that will be considered "Pass-Through Media Placement?"	This is the client cost of the media placement.
49			Please clarify what is expected in the price schedule. Should the vendor provide hourly rates only, or also estimate the number of hours required for the case study? Should we identify production and media costs, or does the Total Budget Price reflect labor costs only?	Bidders shall complete the price schedule for the case study as well as the staff that would be used during the term of the contract. Bidders shall complete the price schedule provided and not add lines or complete pass through lines with a price.

PART 2

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
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State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

May 2, 2007

To: All Interested Bidders

Re: RFP # 08-X-39458
Advertising and Public Relations Services: DHSS
Bid Due Date: May 15, 2007 (2:00 p.m.)

ADDENDUM #2

The following constitutes Addendum #2 to the above referenced solicitation. This addendum is divided into the following parts:

- Part 1: Answers to questions.
- Part 2: Additions, deletions, clarifications and modifications to the RFP
- Part 3: Bidders Conference Attendees

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1
Advertising and Public Relations Services: DHSS
Bid Number 08-X-39458
Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.		Business Registration	How do we become an "authorized" corporation?	The bidder should go to www.nj.gov/njbgs to find this information.
2.	6	1.1	Please give an example of the following: "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."	It is very difficult to give an example of this statement since the State does not know the future of this contract and specific work assignments during the entire term of the contract. The statement can be taken literally.
3.	6	1.2 (Background)	In addition to the current contract terms, please provide bidders with the annual budget expenditure for agency manpower services (not outside services) during the past two contract years.	For contract years 2005 and 2006, the percentage of budget expenditure for agency manpower services was 19 percent and 22 percent respectively. These figures do not take into account media buy commissions.
4.	14	2.1	What is the meaning of "portal-to-portal expenses"?	Portal-to-portal means door-to-door expenses to get from one location to another including mileage, fuel, tolls, etc.
5.	14	2.1	How shall we account for out-of-pocket fees for freelancers, for example?	Work of the contract should all be fit into the job titles provided on the Price Sheet. No expenses shall be considered to be out-of-pocket.
6.	14	2.1	Do subcontractors (e.g. small businesses) need to be included on the Price Schedule?	Yes.
7.	20	3.6	Is there a conflict between the requirement to seek three bids on each job and the small business subcontracting requirement (pg. 30, Section 4.4.4.5.8 Subcontractors) to be included in the response to the RFP. If we submit a proposal with a small business subcontractor for printing, do we need to seek three bids?	When considering small business subcontracts, everything should be taken into account – price as well as other factors. However, if the subcontractor cannot do a specific job required for a particular campaign, then the contractor would have to go out for bids. All such negotiations must be approved by the State Contract Manager.
8.	21	4.4.1.1 Signatory Page	No. 8: Please confirm that the small business set-aside requirement is for subcontractors and that large agencies	Yes

#	Page #	RFP Section Reference	Question	Answer
			are allowed to bid on this RFP. No. 23: The field for the Bid Reference No. only fits one number. We assume we're supposed to insert 08-X-39458, is that correct?	Yes
9.	22	4.4.1.2 Ownership Disclosure Form	Please refer to the bottom of the page where companies are supposed to insert their address. Our address doesn't fit. Is there any way to increase the space?	All forms are official State forms. Therefore, the buyer cannot modify forms.
10	22	4.4.1.5 Subcontractor Utilization Form	Can you please expand the field titled "DPP Solicitation Title"? Presently, we can only type a portion of the RFP title in this field.	The bidder is encouraged to fit as much of the title as possible on the form.
11	23	4.4.3.2 Affirmative Action Employee Information Report	There are several places where the fields are too small for the information we need to insert, including the state abbreviation in No. 6, several of the fields in No. 12 and the company street address in No. 18. Can the State please adjust these fields?	Please see #9.
12	24	4.4.4.1	How detailed are the Action Plans supposed to be? Is the requirement met with a simple monthly timeline?	The amount of detail is optional. A monthly timeline with brief detail should be sufficient.
13	24	4.4.4.1 (B.1)	Please confirm that we are supposed to include a budget in this section for \$1,500,000 to cover all the costs associated with the plan we propose. Is this budget different than the budget required on Page 30, Section 4.4.6 Price Schedule?	The budget on the price schedule is for the case study only.
14	24	4.4.4.1 B.2	Under Creative Concepts Plan, the RFP states "the bidder shall present one creative concept". Is it acceptable to present more than one creative concept?	Yes.
15	25	4.4.4.1	The RFP states that "The Case Study shall comprise 1.) public relations 60 second radio written spot? Do you mean a paid ad or a public service announcement (PSA)? If you mean a paid ad, on what is the public relations aspect of the proposal being judged and what will be used to set the foundation of the prices for the PR initiatives? PR staff levels, titles, and prices are often different than those for advertising staff.	The RFP does not ask for every component that may be included in the case study, and is not intended to be exclusive to the items listed. The radio spot can be either a paid ad or a PSA depending upon the bidder's discretion. Bidders are asked for creative ideas/recommendations as to what blend of advertising and public relations would work best and make the most effective campaign. The case study did not specify everything, because it could be cost prohibitive and limit your proposal.

#	Page #	RFP Section Reference	Question	Answer
16	25	4.4.4.1, D.	<p>Does the State have a view as to the proportion of the budget that should go toward youth prevention and the portion for adult cessation?</p> <p>Is it appropriate to recommend revisions to existing Web sites?</p>	<p>No.</p> <p>Yes, if the bidder wishes this to be a component of the proposal.</p>
17	25	4.4.4.1 C	<p>The RFP states that “the bidder shall determine the dollar share of the total budget it would allocate to radio, to print or transit, and to the Internet advertising and include justification for its decision.” Do you want us to recommend the amount of money that should be spent on these items, based on the budget of \$1,500,000? And where are we supposed to reflect these media costs since Line 50 is listed as “N/A” on the Price Schedule? Or, is the State only looking for a percentage and not a specific dollar amount? Or, is the State only looking for the labor costs associated with completing the tasks outlined in the Case Study since those are the only lines on the Price Schedule where agencies can insert hourly rates and budget hours?</p>	<p>Bidders are to complete the Price Schedule in accordance with the lines on the sheet. If an NA appears, it means that the item is a pass through cost and will have no impact on the bidders pricing. The mark-up line should include the bidder’s price for just its mark-up.</p> <p>Please review the answers Addendum 1 questions 44 and 46-49.</p>
18	25	4.4.4.1.D	<p>Please provide background and results, if any, related to SEM (search engine marketing) initiatives that DHSS has undertaken in the past two years:</p> <p>a. Smoking Cessation b. Youth Smoking Prevention</p>	<p>CTCP began a SEM initiative in 2006 to increase awareness of New Jersey’s smoking cessation services and drive traffic to NJQuit2Win.com. Initial results are promising and we are experimenting with various approaches to increase results.</p>
19	25	4.4.4.1.D	<p>Please provide or make accessible benchmark data related to DHSS goals for the CTCP program for the past two years and respective results, if any.</p> <p>a. Smoking Cessation b. Youth Smoking Prevention</p>	<p>Benchmarks include utilization rates of NJ Quitline and NJ QuitNet that show increases over comparable periods in prior years, growth in visits to CTCP Web sites (NJQuit2Win.com and njnotforsale.com), and the CTCP’s overall efforts to decrease the percentage of youth who initiate smoking and of adults who smoke.</p> <p>The CTCP has specific data, but they would not be helpful for proposals as they relate to overall CTCP initiatives and are not the sole responsibility of the media campaign to achieve.</p>
20	28	4.4.5.3	<p>References from similar contracts: Our ongoing work for NJDHSS necessitates</p>	<p>The bidder may use DHSS as documented experience of work</p>

#	Page #	RFP Section Reference	Question	Answer
			our using NJDHSS as references on projects of similar size and scope. Will they be permitted to respond?	of similar size and scope. However, Committee members will not be permitted to provide a reference for the bidder to ensure a level playing field for all bidders.
21	29	4.4.5.5	Do you want an organizational chart showing the entire organizational chart for all subcontractors or just the prime contractor?	There are two organizational charts requested. One is for the entire bidder organization and the other for the contract specific team. The contract specific chart should demonstrate where subcontractor personnel fit into the work of the contract.
22	30	4.4.5.8	Are one-page biographical sketches satisfactory as detailed resumes for subcontractors' key personnel? If we cannot find suitable subcontractors at each small business revenue level, can we document the effort to secure these subcontractors and use subcontractors at another level?	No Bidders may detail efforts to engage set aside qualified subcontractors.
23		Bidders Conf. Query	Is the bidder encouraged to propose marketing strategies for youth tobacco use prevention campaigns other than countering the marketing strategies of the tobacco industry?	The bidder may present any fresh, creative ideas intended to strengthen the CTCP's ability to prevent teen smoking.

PART 2

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1			No Changes
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T-2224
ADVERTISING AND PUBLIC RELATIONS
SERVICES: DHSS - 2008-X-39458
Optional Pre-Bid Conference
Attendance Sheet
April 26, 2007 – 10:00 A.M.

Name	Company Name	Phone Number
Susan Papp	GMMB	W: 202-572-2921 C: 202-904-6535
Collin Lawson	GMMB	202-572-2871
Julie DeLoca	DeVito Fitterman	212-924-7430
Pat Davis	Fleishman-Hillard	212-453-2139
Stuart Zabolinsky	D-2 Creative	732-507-7345
Maria Antonelli	The Star Group	856-488-5500
Joan Mueller	Brushfire	973-871-1703
Cathleen Bennett	PSI	856-216-0511
K. Atwood	GCI Group	212-537-8143
Ashley Chappell	MWW Group	609-396-0067
Bryce Rudolph	WEC	609-275-4747
Noah Lichtman	Winning Strategies	973-799-0200
G. Pike	DMSA, Inc.	201-888-9281
Jill Dosik	GCI	646-436-4156
Kevin Carter	Team Validation	609-987-9499
Mark Rowl	Hammerhead	201-610-1313
Jon Harcharek	Winning Edge	609-275-4747
Tim Lyons	Bandujo Advertising	212-332-4108
Elizabeth Meyers	Princeton Communications Group	609-571-8302
Joanne Adams	The Marathon Group	856-914-0240