



# Department of Health

## Request for Proposals

RFP #20252

### Creative & Marketing Communications Services

Issued: February 22, 2023

**DESIGNATED CONTACT:**

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health's conduct or decision regarding this procurement must be made.

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**PERMISSIBLE SUBJECT MATTER CONTACT:**

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health identifies the following allowable contact for communications related to the submission of written proposals, written questions, pre-bid questions, and debriefings.

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## 1.0 CALENDAR OF EVENTS

<b>RFP 20252 – CREATIVE AND MARKETING COMMUNICATIONS SERVICES</b>	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	2/22/2023
Deadline for Submission of Written Questions	Questions Due By 3/10/2023 4:00 p.m. ET
Responses to Written Questions Posted by DOH	<b>On or About</b> Responses Posted By 3/24/2023
Deadline for Submission of Proposals	Proposals Due On Or Before 4/13/2023 4:00 p.m. ET
<i>Anticipated</i> Contract Start Date	4/1/2024

## 2.0 OVERVIEW

Through this Request for Proposals (“RFP”), the New York State (“State”) Department of Health (“DOH”) is seeking competitive proposals from marketing and/or public relations agencies to provide services as further detailed in [Section 4.0](#) (Scope of Work). It is the Department’s intent to award one (1) contract from this procurement.

### 2.1 Introductory Background

NY State of Health, The Official Health Plan Marketplace (NYSOH or Marketplace), authorized by the federal Patient Protection and Affordable Care Act of 2010 (ACA), was established in April 2012 by Governor’s Executive Order Number 42, and codified in Article 2, Title VII of the NY Public Health Law in 2019. NYSOH has successfully increased the affordability and accessibility of health insurance coverage in New York. As of August 31, 2022, nearly 6.7 million residents were enrolled in coverage, representing more than 1 in 3 New Yorkers. This increase in coverage has resulted in a historic decline in uninsured rates from 10 to below 5 percent between 2013 and 2022.

In 2016, New York launched the Essential Plan under the Affordable Care Act’s Basic Health Program option. The Essential Plan makes comprehensive coverage even more affordable for lower-income New Yorkers. As of October 2022, enrollment in the Essential Plan reached 1,057,178. Additional information about NY State of Health including demographic data can be found here: <https://info.nystateofhealth.ny.gov/enrollmentdata>

Applicants can enroll in coverage through the NYSOH online, by telephone or with the help of a certified in-person assistor. NYSOH also makes available to consumers an easy to use plan preview, or anonymous shopping tool, which allows individuals to shop for a health plan and get a personalized premium estimate before starting an application.

NYSOH’s communication and outreach strategies are designed to reach a diverse group of New Yorkers. The Marketplace sponsors a comprehensive state-wide advertising campaign in English, Spanish, Mandarin, and in a number of ethnic community publications in order to reach a diverse range of eligible New Yorkers. Consumer education materials, including fact sheets and rack cards, are available in 27 languages. Pre-pandemic, NY State of Health arranged and participated in more than 1,000 events annually. We hope to return to this level of events in the near future.

## **2.2 Important Information**

The Bidder is required to review, and is requested to have legal counsel review, [Attachment 8](#), the DOH Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of [Attachment 8](#) should the Bidder be selected for contract award. Please note that this RFP and the awarded Bidder's proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of [Attachment 8](#), "Standard Clauses for New York State Contracts", contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between DOH and the successful Bidder. By submitting a response to the RFP, the Bidder agrees to comply with all the provisions of Appendix A. Note, [Attachment 7](#), the Bidder's Certifications/Acknowledgements, should be submitted and includes a statement that the Bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments. It also includes a statement that the Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by a Bidder to this RFP should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1.0](#) (Calendar of Events). Any amendments DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site.

## **2.3 Term of the Agreement**

This contract term is expected to be for a period of five (5) years commencing on the date shown on the Calendar of Events in [Section 1.0](#), subject to the availability of sufficient funding, successful Contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

## **3.0 BIDDERS QUALIFICATIONS TO PROPOSE**

### **3.1 Minimum Qualifications**

NYSOH will accept proposals from an organization, who possess, or their senior level employee or subcontractor possess, the following types and levels of experience:

- A minimum of three (3) years of marketing or public relations experience.

Experience acquired concurrently is considered acceptable.

For the purposes of this RFP, a prime Contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime Contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract.

Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

## **4.0 SCOPE OF WORK**

This Section describes the creative and marketing communications services that are required to be provided by the selected Bidder. The selected Bidder must be able to provide all of these services throughout the contract term.

**PLEASE NOTE:** Bidders will be requested to provide responses that address all of the requirements of this RFP as part of its Technical Proposal.

The terms “Bidders”, “vendors” and “proposers” are also used interchangeably. For purposes of this RFP, the use of the terms “shall”, “must” and “will” are used interchangeably when describing the Contractor’s/Bidder’s duties.

### **4.1 Performance Expectations**

The Contractor must provide the services and deliverables as set forth in this RFP. The campaign will be managed by DOH through the NY State of Health (NYSOH) marketing and outreach unit. The overall goals of the contract resulting from this RFP are to:

- Develop a public relations plan for NYSOH for periods during the contract term.
- Develop strategic message concepts for NYSOH.
- Develop material designs for use in NYSOH consumer education materials, including but not limited to, fact sheets and posters.
- Develop/Produce content, including but not limited to infographics and videos, for use by the NYSOH program in presentations and on the website, with the goal of promoting enrollment through NYSOH.
- Plan and execute NYSOH awareness and enrollment special events statewide.
- Provide consultation to NYSOH on tasks including, but not limited to, crisis management messaging and media strategy.
- Monitor and evaluate the effectiveness of the messages/concepts developed and enrollment events.

### **4.2 Deliverables**

The Contractor shall develop and conduct all contract tasks in conjunction with NYSOH staff. All tasks and items produced are subject to NY State of Health review and approval. The details of these tasks/deliverables are as follows:

#### **4.2.1 Public Relations Plan – Deliverable 1**

Within 30 days of contract award, and annually for each contract year thereafter, the Contractor shall create and deliver a public relations plan outlining the proposed work to meet Deliverables 2 through 5. In creating such plan, the Contractor shall participate in no more than one in-person meeting in Albany, NY and biweekly teleconferences with NYSOH staff, review current marketing and outreach activities related to NYSOH and other state health plan Marketplaces, in an effort to develop the overarching public relations strategy. The Public Relations plan shall be modified throughout each contract period as needed.

#### **4.2.2 Message/Concept Development – Deliverable 2**

Annually, the Contractor will develop/produce key messages/concepts to be conveyed to consumers. Such messages/concepts are to motivate the consumers to take the steps needed to apply for an enroll in a health plan through NYSOH. The Contractor will also evaluate the effectiveness of these messages/concepts.

In June of each year, unless otherwise directed by the NY State of Health, the Contractor shall create and present up to three (3) message/concept campaigns for consideration by NYSOH, proposals for a creative messages/concept campaign for the upcoming open enrollment period (which generally starts on November 1). The presentation of each new message/concept should include the Contractor’s strategy, rationale, research methods, feedback from testing and explanation of how the concept could be used for NYSOH advertising, promotional events, consumer materials, social media, and other platforms.

In completing this deliverable, the Contractor must:

- Develop messages/creative concepts in a manner that creatively, culturally, and linguistically reach the diverse group of New Yorkers that comprise NYSOH's target audience.
- Conduct, at the Contractor's expense, market research, which may include focus groups representative of NY State of health target populations, to develop and refine messaging.
- Test messages with a diverse cross-section of New Yorkers, including those whose primary language is English, Spanish, and Chinese (Mandarin/Cantonese).
- Develop/produce messages/creative concepts that can be used for advertising, promotional events, consumer materials, social media, and other platforms.
- Protect during and destroy upon the conclusion of the research, any participant information obtained during the market research or message testing.

#### 4.2.3 Material Design – Deliverable 3

Using the message(s)/concepts developed in Deliverable 2, the Contractor shall annually provide NYSOH with recommendations for up to three (3) material designs/concepts to be used in consumer education and promotional materials, including but not limited to: fact sheets, postcards, and posters. Examples of current NYSOH materials in circulation include: rack cards, postcards, fact sheets, and posters (available at <http://www.nystateofhealth.ny.gov>).

Such designs shall be visually engaging and shall align with NYSOH brand guidelines which are available online at: <https://info.nystateofhealth.ny.gov/resource/ny-state-health-brand-guidelines>. The Contractor shall be responsible for providing to NYSOH the templates and/or electronic files needed to reproduce the design/concept, but the Contractor shall not be responsible for the production/printing of the materials.

#### 4.2.4 Shareable Content Development – Deliverable 4

“Shareable content,” \* including but not limited to infographics and videos, have been found to aid consumers' understanding of various reports, data, press releases, and other messaging and to be an effective way to educate consumers about NYSOH, health insurance concepts, and other topics. \*\*“Shareable content” consists of material that can be easily read and understood by a targeted/specific audience. Content often features an image, animated videos, and “gifs.” This content is often shared on a website or social media platform.”

- a. **Infographics** – Infographics have been found to aid consumers' understanding of various reports, data, press releases, and other messaging. The Contractor shall annually be responsible for:
  - Working with NYSOH staff to gather data for infographics; and
  - Creating up to ten (10) infographics annually that are clear, concise, and visually engaging, and accurately convey data to NYSOH's target audiences.
- b. **Videos** – Videos have also proven to be an effective way to educate consumers on aspects of NYSOH, such as health insurance concepts and actions needed to enroll or renew coverage through NYSOH. Videos will be housed on the NYSOH website (<http://www.nystateofhealth.ny.gov>), shared through social media, and distributed by NYSOH's partners. NYSOH's videos are generally from one (1) minute to three (3) minutes in length. It is anticipated the selected Contractor will produce up to five (5) videos annually. The selected Contractor shall annually:
  - Identify in collaboration with NY State of Health topics most appropriate for videos;
  - Create animation and script for videos;
  - Handle all video production;
  - Secure voiceover talent; and
  - Translate videos into Spanish and Mandarin.

#### **4.2.5 Special Events Planning – Deliverable 5**

Special Events include all of the steps needed to plan and execute regional public events that promote NYSOH and educate consumers about NYSOH and its health plan options. Events must increase NYSOH brand awareness and offer on-site enrollment opportunities. NYSOH past events have included booths and displays in areas such as shopping malls and college campuses.

The selected Contractor shall annually:

- Identify venues to reach NYSOH’s target audience;
- Secure event locations/spaces;
- Create the design and layout of event booth space and display items;
- Coordinate transportation of any materials and supplies;
- Arrange for set-up and break down of booth or display; and
- At the conclusion of event(s), evaluate and provide feedback in a written report on the response received at the event(s), and recommend future approaches for particular regions and cultural groups.

All booths or other materials and supplies produced for such events shall become the property of NYSOH and at the conclusion of the event, the Contractor shall arrange for and reimburse costs for shipping materials to NYSOH at:

NYSDOH – Distribution Center  
Northeastern Industrial Park, Building 11, Bay 5  
2 Vanburen Boulevard  
Guilderland, NY 12085

It is anticipated that the State would hold one (1) major special event campaign per year per region with ten (10) events expected annually. The campaign must include at least one (1) event in each region of NYS. Regions are defined as: New York City, Long Island, Capital/Mid-Hudson/North Country, Western NY, Central NY/Southern Tier.

#### **4.3 Other Creative Media and Marketing Services – Task Order Request Process – Deliverable 6**

For the duration of the contract, DOH may require the Contractor to provide tasks that fall outside the creative media and marketing services required in Section 4.2. These specific tasks if performed under the scope of this contract will be intermittent, the completion of which will be required within the timeframes prescribed in a task order request. DOH will initiate the task order request utilizing the process detailed below:

DOH will submit the task order request via e-mail to the Contractor. The task order request will include the specific deliverables required and may include the timeframe in which it will be completed. The Contractor must draft a Statement of Work (SOW) plan to complete the deliverables requested in the task order. The SOW must include the job titles with the corresponding estimated number of hours per title to complete the deliverable(s) and a timeline to complete the deliverables. The SOW must be received within the timeframe stated by DOH in the task order request.

Upon receipt of the SOW, DOH will review the SOW and negotiate any changes deemed necessary prior to DOH final approval.

#### **4.4 Account Management and Staffing**

The Contractor will be responsible for providing an experienced account team to manage the activities of the account and oversee the project performance. This account team will be responsible for establishing regular communications with NYSOH. The Contractor is expected to develop an understanding of NYSOH’s mission, target audiences, industry trends, and developments at the federal and state level that impact NYSOH’s organizational goals.

The Contractor will be responsible for providing appropriate staffing and oversight to ensure the integrity and timely completion of the creative media and marketing services throughout the course of the contract period. The chart below lists job titles, general duties, minimum and preferred qualifications for each staff applicable to the RFP (see Attachment B).

<b>Job Title</b>	<b>General Duties</b>	<b>Minimum Qualifications</b>	<b>Preferred Qualifications</b>
Senior Executive	<ul style="list-style-type: none"> <li>- Overall management of account team assigned to specific plan, project, or client</li> <li>- Assures the timely and accurate completion of all deliverables</li> <li>- Presents creative ideas and concepts to the client</li> <li>- Ensures projects stay on budget and that deadlines are met</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of 3 years of marketing and/or public relations experience</li> </ul>	<ul style="list-style-type: none"> <li>- At least 7 (seven) years of public relations experience who is responsible for overall management of an account team assigned specific plan, project or client.</li> <li>- At least 3 years' experience working in the public health arena</li> </ul>
Account Supervisor	<ul style="list-style-type: none"> <li>- Directs project team</li> <li>- Determines and monitors production schedules</li> <li>- Oversees design and production staff</li> </ul>		<ul style="list-style-type: none"> <li>- At least 5 (five) years of public relations experience</li> <li>- 2 years of supervisory experience</li> </ul>
Account Executive	<ul style="list-style-type: none"> <li>- Works to ensure messages are consistent with the overall brand</li> <li>- Meets client's standards to maintain and promote the positive image on behalf of the organization</li> </ul>		At least 5 years of public relations experience
Account Coordinator	<ul style="list-style-type: none"> <li>- Monitors production schedules</li> <li>- Coordinates with design and production staff</li> <li>- Handles scheduling and administrative tasks</li> <li>- Reports to senior executives</li> </ul>		At least 3 years of public relations experience, including working directly with clients

At the direction of the DOH, Contractor staff will be expected to participate in meetings in Albany, NY, as determined by NY State of Health, to present proposed message/concept creative campaigns and to participate in meetings, as requested, with NYSOH staff and NYSOH Contractors, as needed, including but not limited to the NYSOH paid media/advertising Contractor. It is anticipated that these meetings would number less than three (3) over the course of a contract year.

All staff assigned to this contract are subject to DOH approval prior to commencing work. During the term of the contract, if substitution of staff is required, the qualifications of the newly appointed staff will need to meet or exceed the competencies of those staff previously identified in this endeavor. Any substitutions will be subject to DOH approval in writing.



#### **4.5 Information Technology**

The application and all systems and components supporting it, including but not limited to any forms and databases that include Personal Health, Personal Identification or other New York State information, must comply with all NYS security policies and standards listed at <http://its.ny.gov/tables/technologypolicyindex.htm>.

#### **4.6 Security**

The selected Contractor shall comply with all privacy and security policies and procedures of the Department (<https://its.ny.gov/policies>) and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement (Appendix H) and a Data Use Agreement (DUA) at contract signing.

The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOH. The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes or transmits MCD on behalf of Contractor has the appropriate Security requirements in place. Contractor is required to include in all contracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOH must be notified immediately.

The Contractor is required to maintain and provide to the Department upon request their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP, including all plans as they relate to subcontractor work where applicable.

The Contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.

The Contractor will comply fully with all current and future updates of the security procedures of the DOH/HRI, as well as with all applicable State and federal requirements, in performance of this contract.

#### **4.7 Transition**

The Contractor is required to develop a plan to securely and smoothly transfer any records referenced in this section to the Department or another Department agent should that be required during or upon expiration of its contract. The plan and documentation must be submitted to the Department no later than 90 days after the contract is approved by the Office of the State Comptroller and then updated yearly or upon request of the Department

The Contractor shall provide technical and business process support as necessary and required by the Department to transition and assume contract requirements to the Department or another Department agent should that be required during or at the end of the contract.

## 5.0 ADMINISTRATIVE INFORMATION

The following administrative information will apply to this RFP. Failure to comply fully with this information may result in disqualification of your proposal.

### 5.1 Restricted Period

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals (“RFP”), Invitation for Bids (“RFP”), or solicitation of proposals, or any other method for soliciting a response from bidders intending to result in a procurement contract with DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies designated contacts on face page of this RFP to whom all communications attempting to influence this procurement must be made.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOH procurements for a period of four (4) years.

### 5.2 Questions

Potential Bidders may submit written questions and requests for clarification pertaining to this RFP between the issuance of this RFP and the deadline for the submission of written questions specified in [Section 1.0](#) (Calendar of Events). All questions and requests for clarification of this RFP should cite the relevant RFP, including the RFP number and title RFP 20252 Creative and Marketing Communications Services, the section and paragraph number of this RFP or of the Attachment to this RFP to which the question relates, where applicable, and must be submitted via email to [\[NYSOHcontracts@health.ny.gov\]](mailto:NYSOHcontracts@health.ny.gov) no later than the Deadline for Submission of Written Questions specified in [Section 1.0](#) (Calendar of Events). Questions received after the deadline **may not** be answered.

If a potential Bidder discovers any ambiguity, conflict, discrepancy, omission, or other apparent error in this RFP, the Bidder shall immediately notify DOH of such error in writing at [NYSOHcontracts@health.ny.gov](mailto:NYSOHcontracts@health.ny.gov) and request that DOH clarify or modify the Terms of this RFP. If, prior to the deadline for the Submission of Bids, a Bidder fails to notify DOH of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of bidding notwithstanding such apparent ambiguity, conflict, discrepancy, omission or other error. If awarded the Contract pursuant to the terms of this RFP, the Bidder shall not be entitled to an amendment to the terms of the Contract to correct or clarify any such ambiguity, conflict, discrepancy, omission or other error nor to any additional compensation by reason of the error or its correction.

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted via email to [NYSOHcontracts@health.ny.gov](mailto:NYSOHcontracts@health.ny.gov). It is the Bidder’s responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1.0](#) (Calendar of Events). Questions received after the deadline may **not** be answered.

### 5.3 Right to Modify RFP

DOH reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by DOH, at any time prior to the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by DOH will be posted to the DOH website.

If the Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify DOH of such error in writing at [NYSOHcontracts@health.ny.gov](mailto:NYSOHcontracts@health.ny.gov) and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a Bidder fails to notify DOH of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of proposing. If awarded the contract, the Bidder shall not be entitled to additional compensation by reason of the error or its correction.

### 5.4 Payment

The Contractor shall submit invoices and/or vouchers to the State's designated payment office:

Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: [AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov) with a subject field as follows:

Subject: **Unit ID 3450475 Contract # TBD**

Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health  
Unit ID 3450475  
c/o NYS OGS BSC Accounts Payable  
Building 5, 5th Floor  
1220 Washington Ave.  
Albany, NY 12226-1900**

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <https://www.osc.state.ny.us/state-vendors>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

For Deliverables 1-5, the Contractor will submit invoices monthly based the actual number of deliverables completed during that billing period and the price per unit contained the Cost Proposal. Payment is conditional upon DOH acceptance of each billed deliverable including any reports.

The Contractor will submit invoices for other costs associated with special events, including but not limited to the cost of securing venues and shipping materials to/from the venues. These invoices will be reimbursed at the Contractor's cost, subject to prior DOH approval and, when applicable, at contracted New York State rates.

For Deliverable 6, Other Creative Media and Marketing tasks, payment will be made to the Contractor upon completion and acceptance by DOH of all deliverables in the SOW as described in Section 4.3. Payment will be for the actual number of hours worked, not to exceed the amount agreed upon in the SOW as approved by DOH. For payment, the Contractor must submit the task order, the approved SOW, and an invoice listing the task order number, a listing by job title of the actual number of hours worked for each staff member, and their applicable contracted hourly bid price per Attachment B.

## **5.5 Minority & Woman-Owned Business Enterprise Requirements**

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health ("DOH") recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DOH contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, DOH hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-Owned Business Enterprises ("MBE") participation and **15%** for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A Contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine "good faith efforts," refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right-hand side of the webpage under "Search for Certified Firms" and accessed by clicking on the link entitled "MWBE Directory". Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged, and all communication efforts and responses should be well documented.

By submitting a bid, a Bidder agrees to complete an MWBE Utilization Plan ([Attachment 5](#), Form #1) of this RFP. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOH may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver (if applicable); or
- d) If DOH determines that the Bidder has failed to document good-faith efforts;

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOH, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the DOH, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

If the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and DOH may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to NYSOHcontracts@health.ny.gov before the Deadline for Questions as specified in [Section 1.0](#) (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime Contractor.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

## 5.6 Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of [Attachment 8](#) Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful Bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-Contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan ([Attachment 5](#), Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to DOH with their bid or proposal.

### **5.7 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain Contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such Contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and Contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offeror meeting the registration requirements but who is not so registered in accordance with the law.

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

- ST-220 CA: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- ST-220 TD: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

### **5.8 Contract Insurance Requirements**

Prior to the start of work under this Contract, the CONTRACTOR shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts set forth in [Attachment 8](#), the New York State Department of Health Contract, Section IV.

### **5.9 Subcontracting**

Bidder's may propose the use of a subcontractor. The Contractor shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of the RFP are met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the DOH and the Contractor. DOH reserves the right to request removal of any Contractor's staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Agreement. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime Contractor.

## 5.10 DOH's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful Bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible Bidder, should the Department be unsuccessful in negotiating with the selected Bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty-five days, any offer is subject to withdrawal communicated in a writing signed by the offerer; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

## 5.11 Freedom of Information Law ("FOIL")

All proposals may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal as directed in [Section 6.1 \(B\)](#) of the RFP.** If DOH agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

## 5.12 Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. The changes included:

- a) made the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) required the above-mentioned governmental entities to record all contacts made by lobbyists and Contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c) required governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;

- d) authorized the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directed the Office of General Services to disclose and maintain a list of non-responsible Bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f) required the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this RFP should submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination".)
- g) increased the monetary threshold which triggers a lobbyist's obligation under the Lobbying Act from \$2,000 to \$5,000; and
- h) established the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

### **5.13 State Finance Law Consultant Disclosure Provisions**

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all Contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful Bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful Bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at: <http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and <http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

### **5.14 Debriefing**

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the proposal or bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within fifteen (15) calendar days of release of the written or electronic notice by the Department that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the award/non-award letter.



## **5.15 Protest Procedures**

In the event unsuccessful Bidders wish to protest the award resulting from this RFP, Bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

## **5.16 Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website (currently found at this address:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>) and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DOH shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. DOH reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## **5.17 Piggybacking**

New York State Finance Law section 163(10)(e) (see also <https://ogs.ny.gov/procurement/piggybacking-using-other-existing-contracts-0>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor’s consent.

## **5.18 Encouraging Use of New York Businesses in Contract Performance**

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its Contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All Bidders should complete [Attachment 6](#), Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

## **5.19 Diversity Practices Questionnaire**

Diversity practices are the efforts of Contractors to include New York State-certified Minority and Women-owned Business Enterprises (“MWBs”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of Contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of Contractors enables Contractors to engage in meaningful, capacity-building collaborations with MWBs.

## **5.20 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. DOH recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOH contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOH conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidders are encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

## **5.21 Intellectual Property**

Any work product created pursuant to this agreement and any subcontract shall become the sole and exclusive property of the New York State Department of Health, which shall have all rights of ownership and authorship in such work product.

## **5.22 Vendor Assurance of No Conflict of Interest or Detrimental Effect**

All Bidders responding to this solicitation should submit [Attachment 4](#) to attest that their performance of the services outlined in this RFP does not create a conflict of interest and that the Bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.

## **5.23 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

## **6.0 PROPOSAL CONTENT**

The following includes the format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative and Technical Proposals and are required to submit a complete Cost Proposal. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

**DOH will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals.**

**6.1 Administrative Proposal**

The Administrative Proposal should contain all items listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

A. Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination."

B. Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 5.11.](#), (Freedom of Information Law)

C. Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep).

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at [itservicedesk@osc.ny.gov](mailto:itservicedesk@osc.ny.gov).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep). Bidder's should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

D. Vendors Assurance of No Conflict of Interest or Detrimental Effect

Submit [Attachment 4](#), Vendor's Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates or subcontractors. [Attachment 4](#) must be signed by an individual authorized to bind the Bidder contractually.

E. M/WBE Forms

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in [Attachment 5](#), "Guide to New York State DOH M/WBE RFP Required Forms."

F. Bidder's Certified Statements

Submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the Bidder. Attachment A must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. DOH reserves the right to reject a proposal that contains an incomplete or unsigned [Attachment 7](#) or no [Attachment 7](#).

G. Encouraging Use of New York Businesses in Contract Performance

Submit [Attachment 6](#), "Encouraging Use of New York State Businesses" in Contract Performance to indicate which New York Businesses you will use in the performance of the contract.

#### H. Diversity Practices Questionnaire

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, [Attachment 10](#) "Diversity Practices Questionnaire". Responses will be formally evaluated and scored.

#### I. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Submit [Attachment 11](#) certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

#### J. Executive Order 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Submit [Attachment 12](#) certifying that it does not conduct business operations in Russia, as defined in Executive Order No. 16: an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

## 6.2 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and the staff to be assigned to provide services related to the services included in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your proposal should contain sufficient information to assure DOH of its accuracy. Failure to follow these instructions may result in disqualification.

Pricing information contained in the Cost Proposal cannot be included in the Technical Proposal documents.

#### A. Title Page

Submit a Title Page providing the RFP subject and number; the Bidder's name and address, the name, address, telephone number, and email address of the Bidder's contact person; and the date of the Proposal.

#### B. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the proposal.

#### C. Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

Bidders must be able to meet all the requirements stated in Section 3.0 of the RFP. The Bidder must submit documentation that provides sufficient evidence of meeting the criterion. This documentation may be in any format needed to demonstrate how they meet the minimum qualifications to propose.

- A minimum of 3 years of marketing or public relations experience.

## D. Technical Proposal Narrative

The technical proposal should provide satisfactory evidence of the Bidder's ability to meet, and expressly respond to, each element listed below.

Elements of the technical proposal are as follows:

### D1. Background Experience

Bidders should elaborate on their and/or their subcontractor(s) experience in:

- Market research;
- Message testing;
- Developing and implementing messaging, including sharable content, for low-income, diverse populations; and
- Special event planning.

### D2. Account Management and Staffing

Bidder should provide a staffing plan that includes:

- A table showing the number of staff, including Key Personnel and all positions assigned to the engagement.
- The proposed Key Personnel (Senior Executive, Account Supervisor; see Section 4.4 for duties and requirements by job title); include their resumes; describes their respective work experience in creative media and marketing services; describes what their responsibilities will be for this engagement; and how their specific capabilities align them with the scope of this RFP.
- A description of the Bidder's overall policies for hiring and training new staff, including the Bidder's recruitment methods and vetting processes for obtaining staff.
- Describes how the availability of qualified staff will be maintained over the term of the contract.
- Title, responsibility, and type of staff available and physical location of Bidder's staff to be engaged in performance of the project.
- How the Bidder plans to recruit and train an adequate number of staff.
- Bidder's ability to provide qualified staff to carry out the projected workload during the contract and how they plan to provide staff to meet the scope of work over the entire contract period.
- Bidder's process for ensuring all Contractor and subcontractor staff are appropriately trained and how the training protocols provide for consistency among staff and the project.
- How the Bidder intends to maintain the staffing levels and personnel planned.
- An organizational chart that delineates the titles of the staff responsible for fulfilling the tasks/deliverable detail in [Section 4.0 Scope of Work](#), their lines of communications, and demonstrates how the organization intends to organize staff and management for this project.

### D3. Approach to Project

Bidders should write a narrative that is numbered/lettered to correspond to each item set forth under this section.

#### A. Public Relations Plan

- A.1. Describe the process that will be used to develop the annual public relations plan for NYSOH. Be specific about the data and other resources you proposed to use in developing the plan.

#### B. Message/Concept Development

- B.1. Describe the approach you proposed to utilize to develop messages to motivate a culturally and linguistically diverse audience to enroll in health insurance through NYSOH.
- B.2. Describe the strategies you proposed to use to ensure that messages/creative concepts created for NYSOH are adaptable to the following content areas: advertising, promotional events, consumer materials, and social media.
- B.3. Provide up to two (2) examples of message/concepts your company has created within the last five (5) years for clients and provide information about the effectiveness of the messaging in reaching the client's goals.
- B.4. Describe the process you use to test messaging and design concepts created.

- B.5. Provide a brief description of how you propose to engage NYSOH staff in the creative process.
- C. Material Design and Shareable Content Development
  - C.1. Describe your process on how you determine which type of material (fact sheet, brochure, rack card, poster, etc.) will work best with certain audiences.
  - C.2. Provide up to two (2) examples of print materials or other marketing documents developed within the last five (5) years for a client, your process to evaluate their effectiveness, and the result of that evaluation.
  - C.3. Describe your organization's overall approach to production of shareable content, including infographics and videos, and how you assess the effectiveness of the shareable content developed.
  - C.4. Provide two (2) samples of short videos created within the last five (5) years, on a properly labeled flash drive. With the samples, include a brief description of the message the video is intending to convey.
  - C.5. Describe any recent experience (within the past 5 years) in which you designed infographics to convey data for a client. Provide up to two (2) samples of this work.
  - C.6. Describe the process you would use to evaluate the effectiveness of the materials developed.
- D. Special Events Planning
  - D.1. Describe your experience planning and executing special events for the client(s).
  - D.2. Provide two (2) sample ideas for the types of events that you would recommend be used to engage New York State consumers about enrolling in health insurance through NYSOH and your rationale for their use.
  - D.3. Describe your experience promoting events with media outlets.
- E. Other Creative Media and Marketing Services
  - E.1. Describe your experience providing consultation to clients regarding crisis management, media strategy, and/or media training.
  - E.2. Provide two (2) examples of media strategy or media training that you developed for a client within the last five (5) years.

D4. Proposed Approach- Information Technology (see Scope of Work Section 4.5)

Bidder must attest to committing upon completion of deliverables where DOH has indicated in the task order request to the Contractor that a written report is required, the Contractor will prepare a written report of the methods used and modeling results, in the format prescribed by DOH. Additionally, Bidder must attest that at the request of DOH, contractor staff will present results, which may include in-person meetings with stakeholder groups. Historically, there has been no more than one in-person meeting per year.

D5. Proposed Approach- Security (see Scope of Work Section 4.6)

Bidder must confirm adherence to items (a-f) and describe their approach to Information Technology/Security that would accomplish the goals.

- A. The application and all systems and components supporting it, including but not limited to any forms and databases that include Personal Health, Personal Identification or other New York State information, must comply with all NYS security policies and standards listed at <http://its.ny.gov/tables/technologypolicyindex.htm>.
- B. The selected Contractor shall comply with all privacy and security policies and procedures of the Department (<https://its.ny.gov/eiso/policies/security>) and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement (Appendix H) and a Data Use Agreement (DUA) at contract signing.
- C. The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOH. The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes or transmits MCD on behalf of Contractor has the appropriate Security requirements in place. Contractor is required to include in all

contracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOH must be notified immediately.

- D. The Contractor is required to maintain and provide to the Department upon request their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP, including all plans as they relate to subcontractor work where applicable.
  - E. The Contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.
  - F. The Contractor will comply fully with all current and future updates of the security procedures of the DOH/HRI, as well as with all applicable State and federal requirements, in performance of this contract.
- D6. Proposed Approach- Transition (see Scope of Work Section 4.7)

Bidder must confirm their willingness and ability to, at the end of the contract period, work cooperatively with the Department and any of its specified contracting organizations to transition creative marketing services to the succeeding contracting organization or to the Department. In addition to confirming willingness and ability, Bidder should describe their approach to transition and highlight how that approach would accomplish these goals.

### 6.3 Cost Proposal

Submit a completed and signed [Attachment B – Cost Proposal](#). The Cost Proposal shall comply with the format and content requirements as detailed in this document and in Attachment B. Failure to comply with the format and content requirements may result in disqualification.

#### Cost Proposal Instructions:

1. Bidders must propose an all-inclusive price per unit for **DELIVERABLES 1 - 5**. Bidders must not include any assumptions or contingencies in their cost proposal.
2. The maximum allowable annual total bid cost may not exceed \$500,000. Proposals received above the maximum allowable annual total bid cost will be disqualified.
3. The price per unit proposed must include the costs of furnishing the said services, including but not limited to personnel and non-personnel expenses including all related costs such as salaries, fringe benefits, administrative/operating cost and fees, overhead, subcontracting, travel, presentation costs and profit to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
4. The Estimated Number of units per year in the bid documents represent minimum number of units per year, based upon historical usage. These units are not a guarantee of work; actual quantities may vary up or down from year to year due to actual DOH needs. Payment is based upon actual quantities delivered, refer to [Section 5.4 Payment](#).

For **DELIVERABLE 6**; Bidder must propose a single hourly bid price for each title must be inclusive of personnel and non-personnel expenses including all related costs such as salaries, fringe benefits, administrative/operating cost and fees, overhead, subcontracting, travel, presentation costs and profit.

Bidders may not propose a range of hourly bid prices for the Titles described in the Section 4.4. One hourly rate must be separately proposed for each Title regardless of the number of staff assigned to a title.

The number of hours provided for each Title are estimated annual hours and may not be changed by the Bidder.

## 7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. The table below outlines the requested format and volume for submission of each part. Proposals should be submitted in all formats as prescribed below.

Submit a complete Proposal via e-mail to [NYSOHcontracts@health.ny.gov](mailto:NYSOHcontracts@health.ny.gov) with the subject "Offer RFP #20252 Creative & Marketing Communications Services". Include, as attachments to the e-mail, three complete distinct PDF files labeled "Administrative Offers", "Technical Offer", and "Cost Proposal." In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. The Bidder shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission. Hardcopy will prevail.

**The proposal must be received by the NYSDOH, no later than the Deadline for Submission of Proposals specified in [Section 1.0](#), (Calendar of Events). Late bids will not be considered.**

Submission of proposals in a manner other than as described in these instructions (e.g., fax, mailed transmission) will not be accepted.

### 7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment 2](#).

## 8.0 METHOD OF AWARD

### 8.1 General Information

DOH will evaluate each proposal based on the "Best Value" concept. This means that the proposal that best "optimizes quality, cost, and efficiency among responsive and responsible offerers" shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

DOH at its sole discretion, will determine which proposal(s) best satisfies its requirements. DOH reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted **70%** of a proposal's total score and the information contained in the Cost Proposal will be weighted **30%** of a proposal's total score.

Bidders may be requested by DOH to clarify the contents of their proposals. Other than to provide such information as may be requested by DOH, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events).

In the event of a tie, the determining factors for award, in descending order, will be:

- (1) lowest cost and
- (2) proposed percentage of MWBE participation.



## **8.2 Submission Review**

DOH will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in [Section 6.0](#) (Proposal Content) and [Section 7.0](#) (Proposal Submission), including documentation requested for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of DOH, may be rejected.

## **8.3 Technical Evaluation**

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of program staff of DOH will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose (Section 3.0).

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Bidder.

The technical evaluation is 70% of the final score.

## **8.4 Cost Evaluation**

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of 30 points. The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost, using this formula:

$$C = (A/B) * 30\%$$

A is Total price of lowest cost proposal;  
B is Total price of cost proposal being scored; and  
C is the Cost score.

The cost evaluation is 30% of the final score.

## **8.5 Composite Score**

A composite score will be calculated by the DOH by adding the Technical Proposal points and the Cost points awarded. Finalists will be determined based on composite scores.

## **8.6 Award Recommendation**

The Evaluation Committee will submit a recommendation for award to the Finalist(s) with the highest composite score(s) whose experience and qualifications have been verified.

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) will enter into a written Agreement substantially in accordance with the terms of [Attachment 8](#), DOH Agreement, to provide the required services as specified in this RFP. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

## ATTACHMENTS

The following attachments are included in this RFP and are available via hyperlink or can be found at: <https://www.health.ny.gov/funding/forms/>.

1. [Bidder's Disclosure of Prior Non-Responsibility Determination](#)
2. [No-Bid Form](#)
3. [Vendor Responsibility Attestation](#)
4. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
5. [Guide to New York State DOH M/WBE Required Forms & Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. [References](#)
10. [Diversity Practices Questionnaire](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)

The following attachments are attached and included in this RFP:

- A. Proposal Document Checklist
- B. Cost Proposal

**ATTACHMENT A  
PROPOSAL DOCUMENT CHECKLIST**

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

<b>RFP 20252 – Creative and Marketing Communications Services</b>		
<b>FOR THE ADMINISTRATIVE PROPOSAL</b>		
<b>RFP §</b>	<b>SUBMISSION</b>	<b>INCLUDED</b>
§ 6.1.A	Attachment 1 – Bidder’s Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.B	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.C	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.E	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1.f	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 Form 1	<input type="checkbox"/>
	Attachment 5 Form 2 (If Applicable)	<input type="checkbox"/>
§ 6.1.g	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.H	Attachment 7 - Bidder's Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.1.I	Attachment 9 – References	<input type="checkbox"/>
§ 6.1.J	Attachment 10 - Diversity Practices Questionnaire	<input type="checkbox"/>
§ 6.1.K	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
§ 6.1.L	Attachment 12 – Executive Order No 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia	
<b>FOR THE TECHNICAL PROPOSAL</b>		
<b>RFP §</b>	<b>SUBMISSION</b>	<b>INCLUDED</b>
§ 6.2.A	Title Page	<input type="checkbox"/>
§ 6.2.B	Table of Contents	<input type="checkbox"/>
§ 6.2.C	Documentation of Bidder’s Eligibility (Requirement)	<input type="checkbox"/>
§ 6.2.D	Technical Proposal Narrative	<input type="checkbox"/>
<b>FOR THE COST PROPOSAL REQUIREMENT</b>		
<b>RFP §</b>	<b>REQUIREMENT</b>	<b>INCLUDED</b>
§ 6.3	Attachment B- Cost Proposal	<input type="checkbox"/>

**ATTACHMENT B**  
**COST PROPOSAL**  
**RFP #20252**

This Cost Proposal Form must be used by Bidders submitting a cost proposal in response to this RFP. A Complete Cost Proposal consists of a signed Cost Proposal containing a single bid price per unit for each Deliverable listed below based on the instructions contained in this attachment. Incomplete Cost Proposals that do not include pricing for all deliverables will be disqualified.

**Cost Proposal Instructions:**

5. Bidders must propose an all-inclusive price per unit for **DELIVERABLES 1 - 5**. Bidders must not include any assumptions or contingencies in their cost proposal.
6. The maximum allowable annual total bid cost may not exceed \$500,000. Proposals received above the maximum allowable annual total bid cost will be disqualified.
7. The price per unit proposed must include the costs of furnishing the said services, including but not limited to personnel and non-personnel expenses including all related costs such as salaries, fringe benefits, administrative/operating cost and fees, overhead, subcontracting, travel, presentation costs and profit to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
8. The Estimated Number of units per year in the bid documents represent minimum number of units per year, based upon historical usage. These units are not a guarantee of work; actual quantities may vary up or down from year to year due to actual DOH needs. Payment is based upon actual quantities delivered, refer to [Section 5.4 Payment](#).

Bidders must bid an all-inclusive price per unit for Deliverables 1 through 5 below. See [Section 4](#) of the RFP for information and responsibilities related to each of the deliverables. **Offerors should not perform any calculations on this form.**

<b>DELIVERABLES</b>	<b>Estimated Number of Units per year</b>	<b>Price Per Unit</b>
<b><u>DELIVERABLE 1: Public Relations Plan</u></b>		
Development of the initial Public Relations Plan will be completed during the first year of the contract. Annual thereafter, the Plan may need to be modified, updated or redeveloped depending upon the overarching strategies. It is estimated that this deliverable may be completed once a year.	1 Plan	
<b><u>DELIVERABLE 2: Message/Concept Development</u></b>		
Development of up to three (3) message/concept campaigns will be created and presented to the SOH for consideration. The SOH will decide if one or all of these three message concepts will be used each open enrollment period.	1 Campaign (3 message/concepts)	
<b><u>DELIVERABLE 3: Material Design</u></b>		
Using the approved campaign developed in Deliverable 2, recommend up to three (3) material designs/concepts to be used in consumer education and promotional materials	1 Set of Materials	

DELIVERABLES	Estimated Number of Units per year	Price Per Unit
<b>DELIVERABLE 4: Sharable Content</b>		
Development of sharable content each contract year.		
a. It is estimated that ten (10) Infographics may be developed each year of the contract	10 Infographics	
b. It is estimated that five (5) 1-3 minute videos, price includes Creation, Scripting, Production, Securing Talent and Translation costs associated with the video.	5 Videos	
<b>DELIVERABLE 5: Special Events</b>		
Planning and execution of regional public events. Pricing for this deliverable pertains to only to the resources needed to execute the events	10 Events	
Costs associated with securing event venues and shipping materials to/from the venues, <u>should NOT be included in Deliverable 5 pricing</u> ; venue rental and shipping costs will be reimbursed at actual costs incurred, are subject to prior DOH approval and, when applicable, at contracted New York State rates.		
<b>DELIVERABLE 6: Other Creative Media and Marketing Services</b>		
<ol style="list-style-type: none"> <li>1. Single hourly bid price for each title must be inclusive of personnel and non-personnel expenses including all related costs such as salaries, fringe benefits, administrative/operating cost and fees, overhead, subcontracting, travel, presentation costs and profit.</li> <li>2. Bidders may <u>not</u> propose a range of hourly bid prices for the Titles described in the Section 4.4. One hourly rate must be separately proposed for each Title regardless of the number of staff assigned to a title.</li> <li>3. The number of hours provided for each Title are estimated annual hours and may not be changed by the Bidder.</li> </ol>		
For specific deliverables not defined in Deliverable 1-5 of Section 4.2 of the RFP, the Contractor must draft a Statement of Work plan (SOW) to complete the deliverables requested The SOW must include the job titles with the corresponding estimated number of hours per title to complete the deliverable(s) and a timeline to complete the deliverables. Below are the job titles the vendor must complete the deliverables with and an estimated number of annual hours per job title.	<b>Estimated Number of Hours per Title per Year</b>	<b>Hourly Bid Price per Title</b>
Senior Executive	45 hours	
Account Supervisor	60 Hours	
Account Executive	90 Hours	
Account Coordinator	105 Hours	
The estimated number of hours per title annually are estimates, actual hours maybe higher or lower in any given contract year. There is no guarantee of actual hours. Payment will be based upon the actual number of hours worked, not to exceed the number of hours agreed upon in the approved SOW. (See Section 5.4 Payments).		

**NOTE: If the Bidder's annual total Bid Price for Deliverables (1-6) exceeds \$500,000 the Offeror will be determined to be non-responsive.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title