

RFP 0711301006
Center for Tobacco Control Public Relations

Questions and Answers

1. On page 8 of the RFP, under # 2. Eligible Bidders, it states that, "Public relations agencies that have at least \$25 million in public relations billings in calendars years 2004, 2005, 2006 (as supported by a signed statement) and a signed guaranty that the vendor (or its Parent Corporation if the vendor is a subsidiary) will perform the obligations of the contract awarded from the RFP."

In referring to the billings baseline, is the requirement to have billed \$25 million per year for the years 2004, 2005 and 2006 or to have billed \$25 million over the three year period?

Answer: The requirement is to have billed \$25 million **per year** for the years 2004, 2005 and 2006.

2. Does this mean that bidding agencies must demonstrate \$25 million in billings in total over the three calendar years? Or does this mean eligible bidders must have billed \$75 million over the three calendar years (\$25 million per year)? If this is accurate, can bidding agencies count both paid and earned media towards the \$25 million in billings? If a vendor does not meet the requirement of \$25 million in public relations revenues alone, can the vendor meet this requirement through past work with a qualified subcontractor? In other words, under what circumstances will a firm that does not have \$25 million in billings—with or without subcontractor—be allowed to respond to the RFP?

Answer: As stated above, the bidding agency must have demonstrated \$25 million in billings in each of the three calendar years stated in the RFP (2004, 2005 and 2006). Agencies may count only paid media toward the \$25 million in billings. The vendor may meet this requirement in combination with a subcontractor. A firm that has \$25 million in billings, either with or without a subcontractor, is eligible to respond to the RFP.

3. Is there an incumbent agency? If so, who is that?
If there is an incumbent agency, what is their current annual budget?

Answer: This is a new RFP. Currently, the Tobacco Control Program does not have a contractor performing public relations work.

4. Could the Department clarify in sub-paragraph f. (RFP, Section E. Administrative) whether the contractor would have a similar right to cancel the agreement upon not less than thirty days written notice, or such other number of days as is acceptable?

Answer: No. The Department will require its selected qualified contractor to perform the required contract activities for the entire term of the contract.

Question 5 through 9 pertain to Appendix D (General Specifications, Attachment 7 of the RFP)

5. In Section C, given the nature of the services contemplated by the RFP, could the Department clarify the circumstances under which the Department would deem the successful bidder unable or incapable of performing the work to the satisfaction of the Department? Would it be possible to clarify that the Department would exercise its rights under this Section if the successful bidder were to both fail to perform in strict accordance with the specifications and to promptly correct such failure?

Answer: Some examples of a bidder being unable or incapable of performing the work to the satisfaction would include, but not be limited to: not complying with the deliverables of the contract, not reporting in a timely manner, non-compliance with any other specifications set forth in the RFP, etc. It is not possible for the Department to clarify if it would exercise its rights under this Section without having a specific example of a reason to do so.

6. In Section G, as with Section C, could the Department clarify what the Department would deem performance to the satisfaction of the Department given the nature of the services contemplated by the RFP? Would completion of the work in strict accordance with the specifications be equal to the Department's satisfaction? If so, can this be articulated in this Section? If not, can it be detailed how the Department's satisfaction would be relayed to the Contractor?

Answer: Section E., 6. of the RFP (Payment of Reporting) specifies that the contractor will be required to submit monthly activity reports and will be required to develop a management and monitoring plan for keeping the TCP apprised of all activities. Any barriers or problems would be brought to the attention of the TCP as part of the management and monitoring plan in addition to being part of the monthly activity report.

7. In Section T.1., would the Department provide the Contractor an opportunity to cure a failure (e.g. 5 business days) in advance of termination or specify that the failure must be material?

Answer: No. Generally, the Department works with its contractors to resolve minor performance issues. Nevertheless, the Department reserves the right to terminate the contract if it is determined to be in the best interests of the State to do so.

8. With respect to the confidentiality requirements laid out in Section Z, would it be possible to clarify that the Contractor will be permitted to make any disclosures it is required to make pursuant to a subpoena or other legal process?

Answer: Language in section Z.5. takes into account this possibility by qualifying the requirement of confidentiality 'to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

9. With respect to the ownership of reports and documents generated under this contract as described in Section Z.4, it is possible that the services contemplated by this RFP will involve the use of third party materials, for example, stock photos, talent, or other licensed materials, as approved by the Department in advance. Would it be possible to clarify the Department's ownership of any such third party materials incorporated into the reports and documents generated under this contract will be subject to the applicable agreements governing the use of such materials?

Answer: Yes. The first sentence of section Z.4. is modified to read as follows: 'All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health, subject, however, to applicable agreements governing the use of any third-party materials approved by the Department for incorporation into the reports, documents, etc. generated under this contract.