



DOL Solicitation #:

RFP LAAA 2023-01

Opioid and Fentanyl Awareness

Campaign Consultant

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## SECTION 1.0 INTRODUCTION

### 1.1. GENERAL INFORMATION

The Colorado Department of Law (“DOL”, “State”, “Department”) is soliciting competitive, responsive proposals from experienced and financially sound organizations to perform as an Opioid and Fentanyl Awareness Campaign Consultant (“Contractor”) for the Department.

### 1.2. ANTICIPATED CONTRACT TERM

The Contractor’s Start-up Period is anticipated to begin on January 1, 2023 and end on February 28<sup>th</sup>, 2023.

The initial operational period of the Contract is anticipated to begin at the end of the Start-up Period and will last for 22 months, ending December 31, 2024.

The total duration of the Contract, from the Operational Start Date until termination, and including the Department’s exercise of any options, is not anticipated to exceed five (5) years. The Department may extend the Contract beyond the anticipated term in this subsection, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address State programmatic or policy changes related to the Contract or to provide sufficient time to transition the Work.

### 1.3. DOCUMENTS AFTER AWARD

Within ten (10) business days from RFP award the Awarded Contractor will provide the State with Proof of Registration with the Secretary of State, an insurance certificate (if required), and a W9. The State also requests that vendors return the attached EFT (Electronic Funds Transfer) form so the State can ensure payments resulting from this award will be completed through EFT. These documents are attached as Appendix E. **Offerors do not need to submit these documents unless they are awarded the contract.**

## SECTION 2.0 TERMINOLOGY

### 2.1. ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY

Acronyms and abbreviations are defined at their first occurrence in this Request for Proposals (RFP). The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

**Business Day** - Any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

**Business Interruption** - Any event that disrupts the Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.

**Closeout Period** - The period beginning on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal and ending on the day that the Department has accepted the final deliverable for the Closeout Period and has determined that the final transition is complete.

**Contract** - The agreement that is entered into as a result of this solicitation.

**Contractor** - The individual or entity selected as a result of this solicitation to complete the Work contained in the Contract.

**Department** - The Colorado Department of Law, a department of the government of the State of Colorado.

**Disaster** - An event that makes it impossible for the Contractor to perform the Work out of its regular facility, and may include, but is not limited to, natural disasters, fire or terrorist attacks.

**DOL** – Department of Law

**Effective Date** - The effective date defined in the Contract.

**Extension Term** - The periods defined in the Contract as Extension Terms, and include all periods of time following the end of the Initial Term but before the expiration or earlier termination of the Contract.

**Initial Term** - The period defined in the Contract as the Initial Term, which includes the Start-Up Period and the initial operational period described in Section 1.2.2 of this RFP.

**Key Personnel** - The position or positions that are specifically designated as such in the Contract.

**Marginalized Class** – Any Protected Class which has been historically underserved and adversely affected by persistent or systemic inequalities and poverty.

**Offeror** - Any individual or entity that submits a proposal, or intends to submit a proposal, in response to this solicitation.

**Operational Start Date** - When the Department authorizes the Contractor to begin fulfilling its obligations under the Contract.

**Opioid Response Unit** – The program within the DOL issuing this RFP.

**Other Personnel** - Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.

**Proof of Placement (Report)** – A report summarizing a particular advertisement by providing the advertisement medium, vendor with which the ad was placed, dates the ad is in flight, a summary of the message, the number of times the ad is played/displayed/accessed in a given time, and a picture of the ad in-medium, when possible.

**Protected Class** - Groups of people who are legally protected from being harmed or harassed by laws, practices, and policies that discriminate against them due to a shared characteristic. The classes which are protected in Colorado, in accordance with C.R.S. 24-34-402, are disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

**Safe2Tell** – anonymous suicide prevention/reporting program located in the Division of Community Engagement, within the Department of Law/Attorney General’s Office - <https://safe2tell.org/what-we-do/>.

**SFY or State Fiscal Year** - The 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

**Start-Up Period** - The period from the Effective Date, until the Operational Start Date.

**Subcontractor** - Third-parties, if any, engaged by Contractor to aid in performance of its obligations under the Contract.

**Work** - The tasks and activities Contractor is required to perform to fulfill its obligations under the Contract, including the performance of any services and delivery of any goods.

## **SECTION 3.0 DEPARTMENT BACKGROUND**

### **3.1. THE DEPARTMENT OF LAW**

The Department of Law defends the legal interests of the people of the State of Colorado and its sovereignty. The DOL provides legal counsel to and advises the executive branch of state government, including the governor, all of the departments of State government, and to the various State agencies, boards, and commissions. The DOL has primary authority for enforcement of consumer protection and antitrust laws, prosecution of criminal appeals and some complex white-collar crimes, the Statewide Grand Jury, training and certification of peace officers, and most natural resource and environmental matters.

### **3.2. PROJECT BACKGROUND**

#### **DIVISION OF COMMUNITY ENGAGEMENT**

In response to the State's opioid and fentanyl crisis, the Colorado Department of Law (DOL) has responded with immediate public education efforts about the opioid and fentanyl crisis. The DOL began sharing resources such as a Frequently Asked Questions (FAQ) sheet and Public Service Announcements (PSA) from sources like the Drug Enforcement Administration (DEA) and Centers for Disease Control and Prevention (CDC). The DOL also created in-house resources including a fentanyl infographic and social media awareness campaign in English and Spanish and a recorded video from the Attorney General warning the public of the dangers of fentanyl. Additionally, the Attorney General held a press conference with stakeholders on December 16, 2021 articulating the office's position and future efforts.

The Department of Law has taken a lead role in national opioid litigation, securing what is anticipated to be over \$500 million dollars for abatement purposes in Colorado. The Department of Law, Division of Community Engagement's Opioid Response Unit was established to ensure swift and effective distribution and use of opioid abatement funds. The Department of Law receives 10% of litigation settlement funds annually over 18 years; these funds are designated to support projects that will have a state-wide benefit.

### **3.3. CURRENT EFFORTS IN COLORADO**

[HB 22-1326](#) was recently signed into law and aims to address the growing fentanyl crisis. The bill requires the Department of Public Health and Environment (CDPHE) to develop and implement a statewide fentanyl prevention and education campaign, as well as providing \$150,000 to the DOL to research ways the internet, including retail, payment or social media can be used for trafficking fentanyl or counterfeit prescription drugs.

Colorado Consortium for Prescription Drug Abuse Prevention has recently launched a fentanyl awareness campaign in Fall 2022. The campaign targets adults 18+.

On behalf of the Department of Law, the Opioid Response Unit held a conference on August 15 and 16, 2022 that brought leaders from around the state of Colorado to discuss prevention and education, treatment, recovery, harm reduction, and law enforcement strategies to inform abatement of the opioid crisis.

### **3.4. GOALS AND PURPOSE**

The goal of this RFP is to obtain competitive bid proposals from qualified Offerors to develop and execute a statewide opioid and fentanyl awareness and prevention education campaign for youth aged 11-18 years old and their trusted adults (parents, caregivers, teachers, etc.) in Colorado. While messages may be consistent between these two groups, we anticipate campaign materials to differ to target each group.

#### **Campaign efforts must be made available in English and Spanish by the awarded Offeror.**

Primary goals of the opioid and fentanyl awareness and prevention education campaign are to:

- Increase accurate knowledge of fact-based information about fentanyl and naloxone.
- Increase understanding of health risks of use of and consumption of medications not-as-prescribed, such as prescription opioids, counterfeit pills and illicit fentanyl. Health risks include risk of fatal overdose, risk of non-fatal overdose, and risk of addiction.
- Decrease youth misuse of counterfeit pills, prescription opioids, and illicit fentanyl.
- Increase conversations between youth and trusted adults around opioid misuse.
- Reduce stigma around accessing help for substance use disorder and co-occurring mental health issues.
- Partnership with co-existing campaigns around the state to avoid duplication and complement messaging around fentanyl.

### **SECTION 4.0 OFFEROR'S QUALIFICATIONS AND EXPERIENCE**

The Department has determined that it desires specific experience and skills for an Offeror to possess for the Offeror to be able to complete the Work efficiently while meeting the demands and deadlines of the Department.

#### **The Department will evaluate the Offeror's experience doing all or a majority of the following:**

Demonstrate experience developing and deploying strategies and tactics to reach a large audience on a complicated issue;

Large-scale/statewide media buying expertise, with experience buying traditional and nontraditional tactics;

Demonstrated experience developing and disseminating digital content;

Experience working with grassroots groups to disseminate developed materials;

Experience balancing differing input on campaign direction on high-profile issues;

Experience handling politically sensitive subjects with a diverse group;

Proved processes to manage complex, large-scale projects with state agencies, allowing time for agencies to gather thoughtful feedback from multiple, diverse stakeholders;

Capacity to train partners and key stakeholders on distribution and customization of marketing materials;

Strong reporting capabilities for paid, earned, and owned media strategies;

Strong reporting capabilities to monitor contract progress including deliverables and deadlines;

The ideal Offeror must demonstrate experience working on public health or behavioral change campaigns.

Familiarity with the opioid crisis and/or substance misuse prevention and treatment is desirable;

Experience with youth-focused campaigns is highly desirable;

Proven success with developing and implementing large-scale, targeted, culturally responsive social marketing campaigns to increase awareness or change behavior among diverse audiences.

## **SECTION 5.0 STATEMENT OF WORK**

### **5.1. CONTRACTOR'S GENERAL REQUIREMENTS**

The Department will contract with only one (1) organization, the Contractor, and will work solely with that organization with respect to all tasks and deliverables to be completed, services to be rendered and performance standards to be met.

The Contractor may be privy to internal policy discussions, contractual issues, price negotiations, confidential medical information, Department financial information, and advance knowledge of legislation. In addition to all other confidentiality requirements of the Contract, the Contractor shall also consider and treat any such information as confidential and shall only disclose it in accordance with the terms of the Contract.

The Contractor shall work cooperatively with key Department staff and, if applicable, the staff of other Department contractors or other State agencies to ensure the completion of the Work. The Department may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the Department's responsibilities. In the event of a conflict between the Contractor and any other Department contractor, the Department will resolve the conflict and the Contractor shall abide by the resolution provided by the Department.

#### **Deliverables**

All deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each deliverable.

The State has currently budgeted for a two-year project. No guarantee of available funding is made to extend the awarded Contract beyond two years.

In consideration of the potential for additional approved funding approval, the Options and Extension Terms are defined below.

The Department may, within its sole discretion, choose to not exercise any option or Extension Term in the Contract for any reason. If the Department chooses to not exercise for any Extension Term, it may reprocure the performance of the Work in its sole discretion.

The first term of the Contract is expected to be two years during the awareness campaign. The State reserves the right to extend the Contract at the State's sole option for three (3) additional one-year terms, for a total Contract length of five (5) years.

The Parties may amend the Contract to add additional Extension Terms beyond five (5) years, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address State programmatic or policy changes related to the Contract or to provide sufficient time to transition the Work.

### **Department System Access**

If the Contractor requires access to any Department computer system to complete the Work, the Contractor shall have and maintain all hardware, software and interfaces necessary to access the system without requiring any modification to the Department's system. The Contractor shall follow all Department policies, processes and procedures necessary to gain access to the Department's systems.

## **5.2. CONTRACTOR PERSONNEL**

### **5.2.1. Personnel General Requirements**

The Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.

The Contractor shall provide the Department with a final list of individuals assigned to the Contract.

DELIVERABLE: Final list of names of the individuals assigned to the Contract

DUE: Within five (5) Business Days following the Effective Date

The Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the Department. The Contractor shall supply the Department with the name(s), resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.

In the event that any individual filling a Key Personnel position leaves employment with the Contractor, the Contractor shall propose a replacement person to the Department. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the Department.

### **5.2.2. Personnel Availability**



The Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the Department during the Department's normal business hours, as determined by the Department. The Contractor shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.

The Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between the Contractor and the Department, unless the Department has granted prior, written approval otherwise.

The Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the Department and the Contractor have the authority to represent and commit the Contractor regarding work planning, problem resolution and program development.

At the Department's direction, the Contractor shall make its Key Personnel and Other Personnel available to attend meetings as subject matter experts with stakeholders both within the State government and external or private stakeholders.

The Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:

**The Contractor shall not subcontract more than 40% of the work.**

The Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

The Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.

DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work

DUE: The later of thirty (30) days prior to the Subcontractor beginning work or the Effective Date

### **5.3. PROJECT STATEMENT OF WORK**

The Opioid Response Unit is currently seeking an agency or consultant to coordinate the DOL opioid and fentanyl public awareness efforts, and to identify and reach audiences statewide through multimedia channels.

Contractor shall create a campaign strategy for the Opioid Response Unit, in partnership with Safe2Tell, to build greater awareness about the opioid and fentanyl crisis with young people 11-18 and their trusted adults (parents, caregivers, teachers etc.). The long-term outcome will be a measurable decrease in the number and rate of preventable opioid and fentanyl deaths of youth in the State. Intermediary goals are a measured change in awareness, attitudes, stigma and beliefs, and/or behavior change for individuals at risk. The strategy should combine health communication and prevention best practices.

Some of this data can be measured by the Colorado Department of Public Health and Environment (CDPHE), at a lag behind campaign implementation. Offerors are encouraged to propose their own mechanisms or subcontractor partnerships to measure campaign effectiveness.

Vendors who propose utilization of data and analysis for measurement or tracking purposes will be evaluated as more competitive.

## **5.4. REPORTING REQUIREMENTS**

The Contractor shall provide all reports listed in this section in the format directed by the Department and containing the information requested by the Department.

5.4.1. Provide Proof of Placement or access to records of proof of placement as requested by the Department.

5.4.2. Provide a campaign overview and summary of results for campaign(s) report.

## **SECTION 6.0 COMPENSATION AND INVOICING**

### **6.1. COMPENSATION**

The compensation under the Contract shall consist of payments tied to Deliverables, which shall be determined at the State's discretion in accordance with the selected Offeror's proposal. Offerors shall provide a separate attachment labeled Offeror Response 3 - Cost Proposal to their response. This must include Offeror's proposed budget, aligned to the deliverable schedule proposed in Offeror's Work Plan – which is provided in response to Appendix B – Section 3. Note, the Work Plan and Work Plan Cost Proposal must be provided as **separate** documents. The State requires Offerors' to provide a Work Plan without displayed costs in response to Appendix B – Section 3, as well as a Work Plan with costs included, labeled as Offeror Response 3 – Work Plan Cost Proposal.

### **6.2. INVOICING AND PAYMENT PROCEDURES**

The Contractor shall invoice the Department in accordance with their Offeror Response 3 - Work Plan Cost Proposal on a monthly or upon delivery of a milestone basis, by the fifteenth (15th) Business Day of the month following the month for which the invoice covers. The Contractor shall not invoice the Department for a month prior to the last day of that month.

The invoice shall contain all of the following for the month for which the invoice covers:

The fixed monthly fee or the cost for the deliverable payment, described in Offeror Response 3 – Work Plan Cost Proposal.

Payment in full for the invoice will be provided only if all deliverables described in that section which were accepted by the Department and are received by their required due dates for the month that the invoice covers.

The cost for all Ad Hoc work performed by the Contractor during the month at the rates described in Appendix C – Ad-Hoc Cost Proposal.

#### **6.2.1. Payment of Invoices**

The Department shall remit payment to the Contractor, for all amounts shown on an invoice, after the Department's acceptance of that invoice. Acceptance of an invoice shall not imply the acceptance or sufficiency of any work performed or deliverables submitted to the Department during the month for which the invoice covers or any other month. The Department shall not make any payment on an invoice prior to its acceptance of that invoice.

The Department will review the submitted invoice, and compare the information contained in the invoice to the Department's information. The Department will only accept an invoice after it has reviewed the information contained on the invoice and determined that all amounts are correct.

In the event that the Department determines that all information on an invoice is correct, the Department shall notify the Contractor of its acceptance of the invoice, in writing.

Notwithstanding anything to the contrary in the Contract, all payments for the final month of the Contract shall be paid to the Contractor no sooner than ten (10) days after the Department has determined that the Contractor has completed all of the requirements of the Closeout Period.

### **6.3. BUDGET**

The Department has a maximum available amount for each year of this project. Any proposal that has a total price that exceeds the Department's maximum available amount for January 1, 2023 to December 31, 2024 may be rejected without further consideration. The Department's maximum available amount for the proposed term of this project is \$500,000.00 - \$750,000.

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