

STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
OFFICE OF DISEASE PREVENTION AND HEALTH PROMOTION
615 EAST 4TH AVENUE
PIERRE, SOUTH DAKOTA 57501

OPIOID ABUSE & MISUSE PREVENTION PUBLIC EDUCATION CAMPAIGN

PROPOSALS ARE DUE JANUARY 18, 2023, BY 5 P.M. CST

RFP #: 23-0904006-007

CONTACT: Rebecca Piroutek

PHONE: (605) 773-3737

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Department of Health (DOH) and the South Dakota Department of Social Services (DSS) seeks an advertising agency to provide health communications and marketing services to prevent opioid abuse and misuse. Despite the rural nature, South Dakota is not immune to the recent increases in drug related deaths. In 2021, there were 104 drug related deaths which is an increase of approximately 20% over drug related deaths reported in 2020. Opioid related deaths remained steady at 43 for both 2020 and 2021, with Fentanyl being the cause of about 68% of the Opioid related deaths for both years, demonstrating the increasingly lethal effects of this drug. The goal of the advertisements is to develop and shape the State's initiatives around prevention, treatment, response, and recovery services. Each department will have its own contract and will have separate projects. However, both departments will collaborate with the vendor and the other department to ensure all messaging is cohesive and upholds the strategic plan's goals.

Our Communications Goals. South Dakota Opioid Abuse communications efforts focus on the implementation of our long-term objectives outlined in the [Opioid Abuse Strategic Plan](#).

Vendor Experience: The Vendor must have experience and demonstrated success in the following areas:

- The vendor has a breadth of experience in creating effective, high-impact advertising
- The vendor has extensive media buying experience in South Dakota to leverage limited media dollars
- The vendor has interactive capabilities to use digital and social media strategically
- Vendor's account service and planning provides outstanding client service, from strategic planning and counsel to project management
- The vendor must demonstrate the ability to integrate the client's expertise in both behavioral health and public health with the agency's expertise in marketing and communications
- The vendor has experience in social marketing—in particular, work that changes attitudes and opinions on health or related topics
- The vendor has experience with website development and maintenance.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The South Dakota Department of Health is the issuing office for this document and all subsequent addenda relating to it, on behalf of the South Dakota Department of Health, Office of Disease Prevention and Health Promotion. The reference number for the transaction is RFP #23-0904006-007 . This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 LETTER OF INTENT

All interested vendors must submit a **Letter of Intent** to respond to this RFP.

The letter of intent must be received by **December 8th by no later than 5 P.M**

The Letter of Intent must be submitted to **Rebecca Piroutek** via email at Rebecca.Piroutek@state.sd.us Please place the following in the subject line of your email:
"Letter of Intent for RFP #23-0904006-007.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	November 18, 2022
Letter of Intent to Respond Due	December 8, 2022, by 5 p.m. CST
Deadline for Submission of Written Inquiries	December 12, 2022, by 5 p.m. CST
Responses to Vendor Questions	December 16, 2022
Proposal Submission	January 18, 2023 by 5 p.m. CST
Oral Presentations/discussions (if required)	February 9, 2023
Anticipated Award Decision/Contract Negotiation	March 1, 2023

1.5 SUBMITTING YOUR PROPOSAL

An electronic PDF version must be emailed to Rebecca.Piroutek@state.sd.us

- Please place the following in the subject line:

OPIOID ABUSE & MISUSE PREVENTION PUBLIC EDUCATION CAMPAIGN-
RFP # 023-0904006-007.
- If the file is too large to send via email, please provide an alternative option through an FTP site or DropBox with secured access. Please inform Rebecca Piroutek of this in an email with instructions on accessing.

1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.7 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.8 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the vendor prior to the established due date and time. No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 VENDOR INQUIRIES

Vendors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Rebecca Piroutek at Rebecca.Piroutek@state.sd.us with the subject line "RFP # 23-0904006-007".

1.11 PROPRIETARY INFORMATION

The proposal of the successful vendor (s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Vendors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 LENGTH OF CONTRACT

The anticipated contract period is June 1, 2023 – May 31, 2024, with the option to renew for four (4) additional years.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota. The laws of South Dakota shall govern this transaction.

1.14 DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by a vendor to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the vendor. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the vendor's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or Agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1 Public Law 101-166, Section 511, Steven's Amendment**
SEC. 511. When issuing statement, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly State (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources
- 2.2** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
- 2.3** The Contractor's services under this Agreement shall commence on _____ and end on _____, unless sooner terminated pursuant to the terms hereof.
- 2.4** State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$ _____. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used. The State will not pay Contractor's expenses as a separate item. Payment will be made consistent with SDCL ch. 5-26.
- 2.5** The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of RFP and by this reference incorporated herein.
- 2.6** The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the Agreement as negotiated by the parties.
- 2.7** The terms of the Agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the Agreement.
- 2.8** The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
- 2.9** Unless otherwise negotiated and agreed upon by the parties, The State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.
- 2.10** The Agreement shall indicate whether or not the State shall have the option to renew the Agreement. If a renewal option is specified, the State shall have the option to renew the Agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.

- 2.11** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
- 2.12** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.13** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.14** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to _____ on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.15** The Contractor, at all times during the term of the Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
- A. Commercial General Liability Insurance:
- The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than 1,000,000 for each occurrence and 3,000,000 aggregate.
- B. Worker's Compensation Insurance:
- The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
- C. Business Automobile Liability Insurance:
- Consultant shall maintain automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for owned hired and non-owned vehicles.

D. Certificates of Insurance:

Prior to commencement of work under this Contract, Consultant shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract and provide that such insurance shall not be canceled, except on 30 days' prior written notice to State. Consultant shall furnish copies of insurance policies if requested by State.

E. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

2.16 While performing services under Agreement with the State, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

2.17 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury, or death, to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirement of any applicable law.

2.18 Termination Provision: The Agreement may be terminated by either party upon thirty (30) days providing written notice as mutually agreed and specified in the Agreement. In the event the Contractor breaches any of the terms or conditions of the Agreement, the Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under the Agreement. If after the State termination for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

2.19 The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

2.20 The Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties thereto.

2.21 The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

- 2.22** The Contractor will comply with all federal, State and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.23** In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 2.24** All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire Agreement with respect to the subject matter thereof.
- 2.25** Any notice or other communication required under the Agreement shall be in writing and sent to the appropriate address and individuals indicated in the Agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.26** The Contractor may not use subcontractors to perform the services described in the Agreement without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, State and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.27** (Contractor/Provider) is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this Agreement, is incorporated by reference and made a part of this Agreement as if fully set forth herein.
- 2.28** **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Contractor by the State. Contractor acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Contractor shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or Contractors except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Contractor is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Contractor shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include

information that (i) was in the public domain at the time it was disclosed to Contractor; (ii) was known to Contractor without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Contractor without the benefit or influence of the State's information; (v) becomes known to Contractor without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Contractor understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Contractor acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Contractor will be required to undergo investigation.

- 2.29** CONFLICT OF INTEREST: Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain. Any potential conflict of interest must be disclosed in writing.

3.0 SCOPE OF WORK

3.1.1 OVERALL SCOPE:

- 3.1.1.1** The vendor will work collaboratively with State staff on creative development, including but not limited to the following: advertising concepts, messages, themes, slogans, design of advertising and publication layouts, production of videos from concept through storyboard to final production, copywriting for print, video, radio, television, social and digital media, a high-quality digital photo collection (South Dakota specific), design of promotional items, and web development. The vendor will provide the originals or reproducible copies in quantities and formats satisfactory to the State of all creative and marketing communications materials, technical data, evaluations, reports, and other work products within 30 days of final State approval.
- 3.1.1.2** Describe the process for migrating data from the existing campaign into your oversight and/or working collaboratively with the vendor of the existing campaign. Provide a timeline for transition.
- 3.1.1.3** Describe your approach to plan, negotiate, and buy statewide media to effectively reach all South Dakotans and maximize the budget.
- 3.1.1.4** Identify team members who will support the campaign, including providing access to senior talent.

3.1.2 GENERAL EXPECTATIONS: The Vendor will agree to provide a full range of health communications and marketing services under the direction of a responsive client service team. The campaign requires regular contact with DOH and DSS, periodic status calls, monthly strategy meetings, and monthly status reports. The vendor will agree to assist DOH and DSS in the creation and/or procurement, production, and dissemination of campaign components. The vendor will be required to build on and use existing campaign resources and materials from the DOH/DSS. The vendor will also be required to maintain and advance the Avoid Opioid SD brand.

3.1.2.1 The Avoid Opioid SD brand was developed in 2019. Currently, there are four primary objectives.

- Build awareness around what opioids are. The risk factors associated with use. Who is at risk? The dangers of counterfeit pills.
- Promote treatment and related services.
 - [Resource Hotline](#)- 24/7 confidential support that provides trained specialists who can answer all kinds of questions and help get someone on the path to recovery.
 - [Care Coordination](#)- are trained specialists with additional training for opioid misuse and abuse support. They are accommodating when it comes to knowing what options are available and taking the first steps toward recovery.
 - [Expanding access to Medications for Opioid Use Disorder \(MOUD\)](#)- is the use of medications, in combination with counseling and behavioral therapies, to provide a “whole patient” approach to the treatment of opioid use disorder

- [Alternate Ways to manage Pain](#)- There are options to help manage chronic pain that doesn't include taking prescription opioids.
- Destigmatize opioid misuse and addiction
 - Encourage friends and family to reach out to support loved ones living with addiction
 - Treating addiction as a disease, not as a choice
 - [Promote data](#) (i.e., accidental overdose, SUDORS , and opioid-related death)
- Promote Safety and Proactive measures
 - [Naloxone](#)- a non-addictive medication that can temporarily reverse an opioid overdose. Anyone can administer it, and no medical training is required.
 - [Dispose Rx](#)- packets contain an FDA-approved ingredient that chemically and physically neutralizes the drugs when mixed with water. It can be used with pills, tablets, capsules, liquids, and powders and thrown away safely at home.
 - [Medication Lockboxes](#)- Secure prescription medication storage.
 - [Take Back Location and Take Back Dates](#)- Many take-back locations, like pharmacies and police stations, accept unused or expired medications year-round.

3.1.2.2 Research Services:

- 3.1.2.2.1 The Vendor will refine strategies with qualitative or quantitative research methods, including but not limited to focus groups, surveys, online testing, etc., to pre-test strategies, concepts, slogans, or messages. Importance will be placed on the Vendor's ability to produce a research-driven media campaign, including audience delivery, cost, and efficiency analysis.
- 3.1.2.2.2 Describe your approach to executing and producing research-driven and evidence-based advertising and marketing campaign strategies through national, regional, and state research analysis.

3.1.2.3 Creative Services:

- 3.1.2.3.1 The vendor will agree to work collaboratively with State staff on creative development, including but not limited to the following: advertising concepts, messages, themes, slogans, design of advertising and publication layouts, production of videos from concept through storyboard to final production, copywriting for print, video, radio, television, social and digital media, digital photo collection (South Dakota specific), design of promotional items, and web development.
- 3.1.2.3.2 The Vendor will agree to consider all materials, evaluations, reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses or other products produced as a result of the services rendered under this Agreement the sole property of the State, except for photography with previous copyrights.

3.1.2.4 Website maintenance and explanation

- 3.1.2.4.1 The selected vendor will be required to maintain and expand the [AvoidOpioidSD](#) website. AvoidOpioidSD was launched in 2019 as a microsite. Since then, it has been expanded multiple times. In the past year, the AvoidOpioidsSD website had over 70,000 visitors.
- 3.1.2.4.2 Describe your approach to website maintenance, development, and establishing benchmarks and key performance indicators to show the effectiveness of the Website. If possible, provide one to two examples of past website work.
- 3.1.2.4.3 Content Management Systems such as Drupal, WordPress, or Joomla are not supported by the State of South Dakota's Bureau of Information and Telecommunications (BIT). Explain how you will work with the State to accommodate BIT's web standards of best practices for building websites. For more information, please visit: [South Dakota Bureau of Information and Telecommunications \(sd.gov\)](#). Also, provide details if it is possible to grant access to both DOH and DSS Staff to make emergency updates/

3.1.2.5 Digital/Social Media Services:

- 3.1.2.5.1 The Vendor will develop content, maintain, track, monitor, provide reports and implement strategies to increase the reach and engagement of the website and social media accounts. The Vendor will provide expertise in using appropriate digital communication strategies and Internet-based communication tools, including elements like longer-form videos and native advertising. The AvoidOpioidSD campaign currently is on the following social media platforms:
 - [Facebook](#)
 - Snapchat
 - [YouTube](#)
- 3.1.2.5.2 Describe your approach to social media maintenance, development, and establishing benchmarks and key performance indicators to show the effectiveness of the Website.

3.1.2.6 Video, DVD, TV, motion picture, and other media services:

- 3.1.2.6.1 The vendor will agree to produce messages in video appropriate for digital and social media platforms (i.e., Facebook, Instagram, Snapchat, etc.), DVD, TV, and or motion picture quality formats satisfactory to the State. The vendor may be required to research the availability and success of outside sources of multimedia and procure these services for use in the South Dakota advertising campaign. Prior experience in these areas is preferred.

3.1.2.7 Planning and progress reporting

- 3.1.2.7.1 The vendor will agree to provide a detailed campaign plan satisfactory to the State that outlines the overall campaign strategy,

campaign budget, and development and placement timelines within one (1) month of award. The vendor will be required to provide monthly written progress reports by the 10th of the month in a format agreed upon with the State. The vendor may be asked to provide periodic written reports on specific projects throughout the contract period.

3.1.2.8 Public Relations services:

- 3.1.2.8.1 The Vendor will agree to work collaboratively with state staff on public relations efforts, including but not limited to the following: talking points, press releases, op-eds, media kits, and event planning and coordination.

3.1.2.9 Special Projects:

- 3.1.2.9.1 The vendor may be asked to provide services on a per-project basis in support of the collaborative efforts of the State.
- 3.1.2.9.2 Describe your approach to accommodate these services.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 Vendor's Contacts:** Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** The vendor **MAY BE** required to submit a copy of their most recent audited financial statements.
- 4.4** Provide the following information related to at least three (3) previous and current service/contracts, performed by the vendor's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three (3) years.
- 4.4.1** Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - 4.4.2** Dates of the service/contract; and
 - 4.4.3** A brief, written description of the specific prior services performed and requirements thereof.
- 4.5 CREATIVE PORTFOLIO:** Provide a portfolio of concise descriptions and samples of your public health and/or Provide a detail prevention marketing experience. Include two (2) examples of each of the following:
- 4.5.1** TV Ads;
 - 4.5.2** Radio Ads;
 - 4.5.3** Print ads designed for Newspaper publication;
 - 4.5.4** Print ads designed for magazine or event program publications;
 - 4.5.5** URL addresses of agency-designed websites;
 - 4.5.6** Layout images of brochures or other collateral material;
 - 4.5.7** Examples of Internet ads; including mobile and social media platforms; and
 - 4.5.8** Images of out-of-home advertisements.
- 4.6 PHOTOGRAPHY:** Briefly describe the photographic resources (still and video) at your disposal. Photographs (and video) consistent with the settings and populations in South Dakota are needed for a variety of marketing and communication applications. It is the desire of the State to build an appropriate photo collection to use for Department materials and publications. (max 1 page)

- 4.7 PUBLIC RELATIONS:** Briefly describe your agency's experience with public relations related to public health awareness issues. Discuss success in media advocacy and earned media efforts. Provide appropriate examples. (max 1 page)
- 4.8 SOCIAL MEDIA:** Briefly describe the agency's process for maintaining, analyzing, and promoting social media accounts. Discuss how your agency integrates social media into overall campaigns, including content development, promotions strategies and monitoring processes. Include example documents of social media editorial calendars and social media reports. (max 1 page)
- 4.9 MARKET RESEARCH:** Discuss your agency's research capabilities and experience in conducting original market research during the campaign planning process. Provide up to two appropriate examples that demonstrate capabilities. Include a paragraph on secondary research in media planning. (max 2 pages)
- 4.10 FEE SCHEDULE:** Include an vendor fee schedule/billing for services for an account of this size. Include account management, research, creative development, production, media placement, web development and public relations. If you have different categories or services within these categories, please note that in the fee schedule.
- 4.11** The vendor must submit information that demonstrates their availability and familiarity with the locale in which the project (s) are to be implemented.
- 4.12** The vendor must detail examples that document their ability and proven history in handling special project constraints
- 4.13** The vendor must describe their proposed project management techniques.
- 4.14** If a vendor's proposal is not accepted by the State, the proposal will not be reviewed/evaluated

5.0 PROPOSAL RESPONSE FORMAT

5.1 Only a PDF copy shall be submitted.

5.1.1 As outlined in section 1.5 "SUBMITTING YOUR PROPOSAL" proposals shall only be submitted electronically

5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 All proposals must be organized and tabbed with labels for the following headings:

5.2.1 RFP Form. The State's Request for Proposal form completed and signed.

5.2.2 Executive Summary. The one or two page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

5.2.3 Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information:

5.2.3.1 A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the vendor's understanding of the desired overall performance expectations.

5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.3.3 A clear description of any options or alternatives proposed.

5.2.4 Cost Proposal. Cost will be evaluated independently from the technical proposal. Vendors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
 - 6.1.1** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.2** Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 6.1.3** Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 6.1.4** Availability to the project locale;
 - 6.1.5** Familiarity with the project locale;
 - 6.1.6** Proposed project management techniques; and
 - 6.1.7** Ability and proven history in handling special project constraints.
- 6.2** Experience and reliability of the vendor's organization are considered subjectively in the evaluation process. Therefore, the vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
 - 6.5.1** If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2** The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 **COST PROPOSAL**

Use the budget template (Attachment A)