



MINNESOTA DEPARTMENT OF HEALTH

Request for Proposals for Marketing Services

Minnesota's Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to www.mn.gov/admin/oep.

Minnesota Department of Health

Project Overview

The Minnesota Department of Health (“MDH” or the State”) requests proposals for a contractor to develop and manage a brand identity for new statewide tobacco cessation services, as well as a promotional campaign to raise awareness of the new services and encourage its use among Minnesotans who use tobacco products, as authorized by Minnesota Statute 144.397: Statewide Tobacco Cessation Services.¹ The 2019 Minnesota Legislature dedicated funding for the implementation of statewide tobacco cessation services to offer Minnesotans help in quitting commercial tobacco use.

MDH’s cessation services will replace QUITPLAN[®] Services, the statewide cessation services that are currently funded and administered by ClearWay MinnesotaSM, an independent nonprofit organization funded with three percent of Minnesota’s tobacco settlement. QUITPLAN[®] Services will stop accepting new enrollees on March 31, 2020 and the new statewide service will begin enrolling participants April 1, 2020. Participants enrolled in QUITPLAN[®] Services by March 31, 2020 will continue to receive QUITPLAN[®] Services through June 30, 2020. The currently branded QUITPLAN[®] Services, as well as the current quitline number 1-888-354-PLAN (7526) and website quitplan.com, will cease to be used after March 31, 2020 and will be replaced by the new MDH cessation services program. MDH plans to utilize the national quitline number 1-800-QUIT-NOW (784-8669) and will offer a new online registration platform for the future collection of cessation services to be offered statewide in Minnesota.

MDH anticipates offering a level of cessation services similar to those currently provided through QUITPLAN[®] Services.

All references to “tobacco” in this RFP refer to commercial, retail tobacco products (including cigarettes, cigars and cigarillos, shisha, smokeless tobacco, and electronic nicotine delivery systems like e-cigarettes), and not traditional tobacco that is used for spiritual or ceremonial purposes.

The selected Contractor will develop and manage a brand identity for the new cessation services, as well as a comprehensive marketing campaign that includes paid, earned, and digital media. The selected Contractor will conduct market research to make a recommendation as to whether the new cessation services should continue QUITPLAN[®] Services branding, rebrand, or create entirely new branding. The campaign should build upon the strengths and strategies of both past and current statewide and national commercial tobacco cessation campaigns and introduce innovative tactics to reach Minnesotans who use commercial tobacco. The campaign should also employ culturally competent strategies to attract and engage Minnesotans most disparately impacted by the harms of commercial tobacco use.

Background

Commercial tobacco use is the number one cause of preventable death and disease, killing over 6,300 Minnesotans each year and costing the state more than \$3 billion in excess health care costs. Public health efforts have driven down smoking rates, but 574,000 adults in Minnesota still smoke and need help quitting.

According to 2017 data from the Behavior Risk Factor Surveillance System, the age-adjusted adult smoking rate in Minnesota is 14.8%. That represents a 24% decrease since 2011. However, not all

¹ <https://www.revisor.mn.gov/statutes/cite/144.397>

Minnesotans have realized the same decline and some populations continue to be disproportionately impacted. Commercial Tobacco Use Data by Population (PDF) at www.health.mn.gov/cessationmarketing contains a summary of current adult smoking rates in Minnesota, overall and broken down by specific populations, that are a priority focus for MDH. Populations disproportionately impacted include but are not limited to African American and American Indian communities, Minnesotans experiencing behavioral health issues, and other populations based on education, income, and geography.

Electronic nicotine delivery system (also known as e-cigarettes) use among Minnesota adults and youth is substantial. It adds to the harms of nicotine addiction and increases the need for access to cessation services. 3.5% of adults and 10.8% of young adults (aged 18-24) use e-cigarettes (currently some days or every day) (BRFSS 2017). According to 2017 data from the Minnesota Youth Tobacco Survey (MYTS 2017), 19.2% of 9th through 12th graders use e-cigarettes (past 30 days). See E-cigarette Data (PDF) at www.health.mn.gov/cessationmarketing for additional e-cigarette use data.

QUITPLAN[®] Services and the *No Judgments. Just Help.* campaign: QUITPLAN[®] Services is a free program available to anyone who wants to quit tobacco and offers a wide array of tools for eligible Minnesotans. Tools include text messaging, an email program, a quit guide, and starter kits with two weeks of free patches, gum, or lozenges. QUITPLAN[®] Services has served more than 150,000 since its inception.

In March of 2014, ClearWay MinnesotaSM launched the *No Judgments, Just Help.* campaign. After conducting formative research with smokers, they found that many smokers felt overwhelmed by judgment and shame about their smoking habit. Smokers reported knowing the reasons they should quit, but lacked the support needed to quit. The purpose of the campaign was to engage smokers with supportive and encouraging messages. They wanted to connect with smokers wherever they are in their quitting process and let them know that QUITPLAN[®] Services understood how difficult it is to quit. The goal of the campaign was to educate smokers about how QUITPLAN[®] Services provides support and motivate them to make a quit attempt.

*Read more information about the *No Judgments. Just Help.* campaign by reviewing background material at www.health.mn.gov/cessationmarketing.*

Goals

MDH's agency mission is to protect, maintain, and improve the health of all Minnesotans. MDH therefore works, as directed by the applicable statutes, to reduce the harms of commercial tobacco by reducing youth access to commercial tobacco, eliminating secondhand smoke exposure, increasing access to cessation resources, and addressing tobacco-related disparities. Evidence-based cessation services are a core component of a comprehensive tobacco control program. MDH is dedicated to offering a statewide quitline and an array of cessation services that are accessible to all commercial tobacco users.

MDH seeks to engage as many Minnesota commercial tobacco users in the quitting process as possible, with the ultimate goals of:

- 1) increasing the current 2% quitline reach of Minnesota adult commercial tobacco users;
- 2) increasing quit attempts population-wide, and most importantly within priority populations listed in Commercial Tobacco Use Data by Population (PDF) at www.health.mn.gov/cessationmarketing to address disparities;
- 3) fostering successful quitting;
- 4) driving down adult commercial tobacco use prevalence in the state; and

- 5) offering youth and young adults newly addicted to nicotine clinically appropriate services and support.

Objectives of the Marketing Campaign

Cessation services are an evidence-based means of helping commercial tobacco users quit. MDH seeks to provide free and easily accessible statewide tobacco cessation services to Minnesotans who are uninsured or underinsured and who experience barriers accessing these services. The objectives of the marketing campaign are:

- By the end of the first year, establish a brand for the new statewide tobacco cessation services.
- By the end of the first year, establish a marketing campaign to promote the new statewide tobacco cessation services.
- From year one to year two, show a marked increase in brand awareness for the new statewide tobacco cessation services.
- From year one to year two, show a marked increase in new or organic visitors to the website for the new statewide tobacco cessation services.
- From year one to year two, show a marked increase in positive engagements on social media platforms for the new statewide tobacco cessation services.

Scope of Work

1. General Tasks

1.1. Stay current with emerging tobacco control-related topics, emerging commercial tobacco use trends, and new tobacco use data, and also be knowledgeable about the following information.

- Commercial tobacco use rates and disparities in Minnesota
- The importance of cessation interventions as part of comprehensive statewide commercial tobacco control
- Barriers to cessation for Minnesota's communities that still use commercial tobacco
- Best practices in health communications for commercial tobacco prevention and control
- Past campaigns promoting cessation services in Minnesota
- MDH's mission and values

1.2. Coordinate a kick-off meeting to discuss and develop a table of deliverables, associated activities, frequency, and due dates.

1.3. Coordinate approvals of timelines, work plans, media plans, creative assets, and all other deliverables with MDH. All collateral and assets developed as part of this work will need to be approved by MDH. MDH may take up to five business days to complete approvals.

2. Brand Development and Management

The selected Contractor will conduct market research to determine the brand equity of QUITPLAN® Services and make a recommendation as to whether the new services should continue QUITPLAN® Services branding, rebrand, or create entirely new branding.

- 2.1 Conduct an inventory of current QUITPLAN[®] Services marketing assets, and identify and list all assets that can be reused, or if needed, rebranded or recreated.
- 2.2 Use surveys, focus groups, competitive scan of other state quitline branding strategies, and other marketing research strategies to determine the current status and brand equity of the QUITPLAN[®] Services brand positioning.
- 2.3 Analyze the strengths and weaknesses of the current QUITPLAN[®] Services brand and make a recommendation and strategic plan for transitioning the QUITPLAN[®] Services brand to the new cessation services to be operated by MDH.
- 2.4 Provide cost estimates for alternative branding strategies: maintaining the QUITPLAN[®] Services brand, rebranding, or creating an entirely new brand identity.
- 2.5 If the alternative of a new brand identity is chosen, develop and maintain a brand identity for the new statewide tobacco cessation services. Branding should be science-based and culturally informed and follow the tenets of social marketing best practices.
 - 2.5.1 In a process to be determined before contract execution, develop a strategy to engage diverse stakeholders in a branding initiative that may include conducting or collecting research (such as interviews, focus groups, surveys) to develop a brand platform and inform the development of brand components.
 - 2.5.2 Develop a brand platform for the new statewide cessation services, including positioning, alignment, personality, promise, and value proposition.
 - 2.5.3 Define a visual brand identity and naming convention.
 - 2.5.4 Development of three to five logos for final review and approval by MDH.
 - 2.5.5 Once the name and visual identity are finalized, create graphic standards and style guidelines, templates, and usage examples (such as press releases, memos, social media posts).
 - 2.5.6 Create a brand guide.
 - 2.5.7 Design and implement marketing and brand collateral, in collaboration with MDH and the Cessation Services Contractor (who has yet to be determined), including, but not limited to a website and landing pages, an electronic mailing list, and a social media presence.
 - 2.5.8 Collaborate with MDH and the Cessation Services Contractor to ensure all consumer-facing materials and media related to this work are branded appropriately.

3. Campaign Development and Implementation

Develop and implement a campaign to raise awareness and promote the new and free statewide tobacco cessation services. The campaign should be designed to engage Minnesotans who use tobacco, encourage quit attempts, and increase use of these services.

- 3.1. Develop a plan to use existing, relevant creative assets from similar statewide or national tobacco prevention or cessation campaigns.
- 3.2. Develop and produce effective creative assets that helps change social norms around tobacco and promotes quitting. This includes targeted, culturally informed materials to reach populations most disparately impacted by the harms of commercial tobacco.
- 3.3. Develop a plan for formative testing of campaign materials with diverse target audiences.
- 3.4. Develop, implement, and measure content and digital marketing strategies to support the campaign to ensure relevancy in diverse target audiences.
- 3.5. Develop and execute public relations to promote the new statewide cessation services, including event support.
- 3.6. Plan, negotiate and buy statewide media to effectively reach diverse target audiences and maximize budgets. This may include broadcast, print and out-of-home, digital, and other innovative or nontraditional media to reach populations most disparately impacted by the harms of commercial tobacco.
- 3.7. Provide strong management and outstanding client service, including, but not limited to, detailed billings, creative briefs, weekly status reports, production timelines and calendars, and service reports to record decisions and next steps.
- 3.8. Participate in campaign evaluations and reporting as directed by MDH.
- 3.9. Provide access to staff in the company that are well-established and senior.

Mandatory Skills and Qualifications

- Responders must have experience developing social marketing public health campaigns.
- Responder must have a total annual billings of \$1,000,000 or more.
- Responder must comply with MDH's Commercial Tobacco-Free Organizational Commitment.

Preferred Skills and Qualifications

The State prefers a responder who:

- Is accessible and available to meet in person regularly at the MDH office during the course of this contract;
- Has worked on a social marketing campaign in Minnesota;
- Has knowledge of Minnesota audiences;
- Is based in Minnesota;

Funding

The total funding available for this project is up to \$2,150,000 for the contract period. The staffing cost will be a significant factor in the evaluation of proposals.

MDH reserves the right not to review a proposal if the proposal does not meet the RFP criteria. MDH also reserves the right to award less than \$2,150,000.

This request for proposals does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest.

Contract Period

The contract is expected to begin in January, 2020, or upon full execution of the contract, whichever is earlier. The initial term of this contract is expected to be no longer than two (2) years, from January, 2020 to December 31, 2021, with the option to extend up to three additional years at increments determined by the State.

Approximately 50-55 percent of the overall budget should be allocated to buying media (including, but not limited to broadcast, print, or digital media) during the first year of the contract. For subsequent years, 65-75 percent of the overall budget should be allocated to media buys.

The State and the selected Contractor may mutually agree to extend the contract an additional three (3) years, in increments to be determined by the State, based on contractor performance and funding availability.

This contract period includes a two-to-three (2-3) month period for startup before launch of services which must begin on April 1, 2020.

Contractor Evaluation

MDH is committed to rigorously evaluating its marketing and communications efforts to measure progress and identify areas for improvement. The contract for this work will be evaluated annually using the following criteria. These factors, as well as progress made toward achieving departmental goals, are considered for annual contract renewals, new projects, and continuation of work.

- **Goals:** The selected Contractor meets or exceeds work plan process and outcome goals and objectives.
- **Budget:** The selected Contractor completes assignments within the specified budget.
- **Return on Investment:** The selected Contractor delivers significant impact with MDH's resources in meeting communication goals and objectives and helping to advance MDH's mission. The selected Contractor works efficiently to maximize budget, strives to exceed expectation in what is delivered for the money, and acts as a tenacious steward of MDH's budget.
- **Timeliness:** The selected Contractor meets or beats deadlines and responds to requests in a timely manner.
- **Counsel:** The selected Contractor anticipates client needs, demonstrates solution-oriented problem-solving ability, provides candid counsel, and works with partners and other vendors as requested.
- **Staff:** The selected Contractor assigns appropriate staff by matching skills, experience, and cultural competency with the assignment. The selected Contractor's staff members serve as ambassadors for MDH and its mission and behave professionally when representing MDH.
- **Organizational Skills:** The selected Contractor uses the State's time efficiently. Communications are clear, concise, and timely.
- **Creativity:** The selected Contractor consistently demonstrates outstanding creativity in work product.

- **Cultural Competency:** Given MDH’s service to high priority populations and its work to reduce disparities in tobacco use, the selected Contractor consistently demonstrates cultural sensitivity and competency in all elements of its contracted work.
- **Evaluation:** The selected Contractor participates in evaluation efforts.

RFP Questions

Prospective responders are encouraged to contact the MDH with questions that may arise concerning this RFP. Please email RFP questions to tobacco@state.mn.us. Questions should include “Marketing Services RFP Question” in the email subject line. Questions may only be sent to the above email address; responders cannot submit questions via phone, U.S. mail, nor fax.

All questions and answers will be posted publicly on the MDH website at www.health.mn.gov/cessationmarketing. Questions and answers will be updated on **Tuesday, October 22, and Tuesday, October 29, 2019**.

The last day questions should be submitted is **Friday, October 25, 2019, at 4:00 pm Central Time**. Answers to these questions will be posted on **Tuesday, October 29, 2019**.

Individual MDH staff are **not** authorized to discuss this RFP with any potential responders before the submission deadline. Contacting, or attempting to contact, anyone at MDH regarding this RFP other than through the above email address may result in disqualification.

Notice of Intent

Prospective responders are strongly encouraged to submit a non-binding Notice of Intent to tobacco@state.mn.us by **4:00 pm Central Time on Monday, October 21, 2019**. Prospective responders should use the Notice of Intent Form (**Appendix A**). Please include “Marketing Services RFP – Notice of Intent” in the subject line of the email.

While prospective responders are strongly encouraged to submit a Notice of Intent, a Notice of Intent is not a mandatory requirement of this RFP. This means that a proposal may still be considered even if the responder did not submit a Notice of Intent; likewise, a responder is not obligated to submit a proposal just because they submitted a Notice of Intent.

Proposal Content

Technical proposal format requirements (*for narrative sections 1-5 below only*)

- Proposals should be typed, with one-inch margins, and in 11-point Calibri font.
- All pages should be single spaced and numbered consecutively.
- Proposals must not exceed 30 pages. Proposals exceeding the page limit will only be reviewed and considered up to the page limit.

Proposal narrative must include the following information:

1. Cover Letter

Provide a cover letter including:

- a. The responder’s mission and how it relates to MDH.
- b. The responder’s philosophy on client service.
- c. Why this contract would be important to the responder’s organization.

2. **General Responder Information** (15 points)

Provide a description of the organization, including:

- a. Years in business.
- b. Types of services provided, which must include marketing for public health.
- c. Number of employees, by organization's departments; outline diversity of staff in both experience and cultural representation.
- d. Active client list and length of relationship. (*not included in page count, include in an appendix*)
- e. According to the size of the accounts, indicate where MDH would rank on the list.
- f. Three client references. Provide the names, affiliations, brief description of the work performed, and the email addresses and telephone numbers for three client references from accounts active any time during the period of January 1, 2016, through the present.

3. **A statement of the objectives, goals, and tasks, including a description of the deliverables to be provided.** (35 points) This should show or demonstrate the responder's view and understanding of the nature of the contract. It should include a detailed work plan that identifies the major tasks to be accomplished, and that will be used as a scheduling and managing tool as well as the basis for invoicing.

Responders are encouraged to propose additional tasks or activities that may fall out of scope if they will substantially improve the results of the project. These items and their costs should be separated from the required items on the cost proposal.

4. **Qualifications, Capabilities, Experience, and Staffing** (20 points)

An outline of the responder's background and experience with examples of similar work done by the responder, and how the responder meets the Required and Preferred Skills and Qualifications detailed above. Also include the following information:

Clearly describe the organization's experience and expertise in each of the following areas. The description should include the organization's process or approach.

- a. Developing and implementing brand identities, including but not limited to:
 - Brand platform
 - Graphic components and assets, such as logos
 - Brand guidelines
- b. Developing, implementing and measuring content and digital strategies, including but not limited to:
 - Digital advertising
 - Use of data analytics to optimize campaigns, improve user experience and better reach diverse target audiences
 - Website development, specifically any experience with Americans with Disability Act (ADA) Compliance
- c. Developing and implementing a public relations plan, including but not limited to:
 - Generating earned media in Minnesota
 - Measuring results
 - Relationships with the media
 - Event support
- d. Creating and producing impactful creative, including but not limited to:
 - Evaluating effectiveness of creative
 - Message or concept testing
 - Materials to reach populations most disparately impacted by the harms of tobacco.

- e. Planning, negotiating and buying media across Minnesota, including, but not limited to:
 - Television, radio, print, outdoor, online and nontraditional media
 - Obtaining value-added media
 - Buying media to reach populations most disparately impacted by the harms of commercial tobacco.
- f. Effective account management and client service
- g. Evaluating the effectiveness of your marketing campaigns particularly in diverse target audiences
- h. Collaborating with other agencies, specifically public affairs agencies
- i. Creating cause-related, social norm change campaigns or health-related work, specifically any tobacco prevention/cessation work

Provide a brief summary of the staff who will be assigned to the MDH contract, including the following information:

- Description of relevant creative and cultural experience, expertise, capabilities and credentials.
- Current accounts assigned, length of time assigned and a description of duties.
- Indicate their proposed responsibilities for the MDH contract and how this staff will deliver the best value given the tasks to be completed.
- You may include a one-page resume for each staff member as an attachment. (*not included in page count, include in appendix*)

5. Three Case Studies (15 Points, six-page maximum)

Include one case study for each area of the scope of work:

- Brand and campaign development for a new program or service;
- Development and implementation of a social marketing public health campaign; and
- Development and implementation of a campaign to reach diverse communities by the proposed team.

Case studies should reflect work completed by the responder within the last five years, and details should include:

- a. Challenge or opportunity
- b. Strategic approach
- c. Target audiences
- d. Approach to achieve cultural relevancy in target audience(s)
- e. Program elements
- f. Budget
- g. A list of staff who worked on the case who will also be working on the MDH account
- h. Results achieved
- i. Evaluation
- j. Collateral and work samples (*not included in page count, include in appendix*)

6. Cost Proposal. (10 Points) Describe the staffing costs associated with performing the services and deliverables in this RFP. Use the Cost Proposal Instructions (**Appendix B**). MDH does not make regular payments based upon the passage of time; it only reimburses for services performed or work delivered after it is accomplished.

Proposal content must also include:

7. Accessibility. A completed response to the attached Security Questionnaire Form (**Appendix C**)

and Voluntary Product/Service Accessibility Template(s) (**Appendix D**). The response must contain adequate information to evaluate the responsiveness to the accessibility standards. The Contractor must comply with accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards – available online at <https://mn.gov/mnit/government/policies/accessibility/> – that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level ‘AA’. Special attention should be focused on the development of any new website and web content.

Vendors must complete the VPAT to demonstrate their current level of compliance. Vendors may attach samples of their work to further explain their answers to VPAT sections. Evaluation of a VPAT response is based on the extent to which the response is completed. A vendor’s current level of compliance at the time the response is submitted is not scored. If awarded a contract, all work by the successful responder must conform with the accessibility requirements above and as detailed by the contract terms.

8. Submit the following from the General Requirements section below:

- A. Affidavit of Non Collusion
- B. Certificate Regarding Lobbying
- C. Workforce Certification
- D. Equal Pay Certificate Form
- E. Veterans Preference Form (if applicable)
- F. Resident Vendor Form (if applicable)
- G. Mandatory Requirements Compliance Form (**Appendix G**)

9. **Strategic Assignment Presentation** (*to be completed by proposal finalists, as determined by MDH*)

Finalists will be notified if they will be invited to present on the strategic assignment. Finalists will have the opportunity to present their strategic assignment on **December 6, 2019**, at MDH offices in Saint Paul.

a. *Format*

- a. Introductions (10 minutes)
- b. Strategic Assignment (40 minutes)
- c. Questions and Answers (10 minutes)

b. *Strategic Assignment*

For this strategic assignment, assume a new Federal law has passed that increases the price of tobacco products by \$1.50. The law would go into effect on July 1, 2021. Provide strategic direction for creating a marketing campaign to leverage the change to promote tobacco cessation services. See the Strategic Assignment Scoping Document (**Appendix E**) for more information.

Note: This assignment is intended as an exercise and does not necessarily reflect intended future work of the Minnesota Department of Health.

10. Proposal Cover Sheet (**Appendix F**) completed and signed.

11. Mandatory Requirement Compliance Form (**Appendix G**) completed and signed.

12. Commercial Tobacco-Free Organizational Commitment (**Appendix H**) completed and signed.

Proposal Instructions

All proposals must be received no later than **4:00 pm Central Time on Wednesday, November 13, 2019**, to be considered for funding. Proposals must be sent, hand-delivered, or couriered to:

Laura Oliven
Tobacco Prevention and Control
Minnesota Department of Health
85 East 7th Place
Suite 220
St. Paul, MN 55101
651-201-3535

Late proposals will not be considered.

All costs incurred in responding to this RFP will be borne by the responder.

Fax and email responses will not be accepted nor considered.

Submit **seven (7) copies** of the full proposal. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address written on the outside. Each copy of the proposal must be signed in ink by an authorized member of the organization.

Provide **one (1) copy** of the cost proposal in a separately sealed envelope clearly marked on the outside "Cost Proposal" along with the organization's name. For purposes of completing the cost proposal, the State does not make regular payments based upon the passage of time, it only pays for services performed or work delivered after it is accomplished.

Proposals will be evaluated on "best value" as specified below. The cost proposal will not be opened by the review committee until after the qualifications points are awarded.

MDH has estimated that the cost of this contract should not exceed \$2,150,000. Price will be a significant factor in the evaluation of proposals.

Proposal Evaluation

Proposals will be evaluated and scored in a three-step process: 1) Pass/Fail, in which the responder must meet the Mandatory Requirements detailed below; 2) Weighted scoring of the technical proposal and cost proposal; and 3) Weighted scoring of interview, Strategic Assignment Presentation and cost proposal.

All responses that meet the pass/fail requirements in Step 1, will advance to Step 2. Any proposals that fail to meet the pass/fail requirements will not be considered for further evaluation. In Step 2, a team of evaluators will be convened by MDH to review the technical proposals submitted and score the cost proposals. MDH will then create a shortlist of the highest scoring responders who will be invited to proceed to Step 3, which will consist of an interview, the Strategic Assignment Presentation and again, cost proposals.

In Step 3, the highest scoring responders (finalists) will be asked to travel to Saint Paul at their own expense for an in-person interview and presentation with representatives of MDH. This in-person interview will be used to engage responders in a more detailed discussion about some of the aspects of the

proposal and allow responders to present their completed Strategic Assignment Presentation. Following the interviews and presentations, MDH will again score cost proposals of the finalists. All scores will then be compiled and a final selection will be made based upon the best value to the State. A 100-point scale will be used for the evaluation recommendation.

STEP 1: Mandatory Requirements (Scored as Pass/Fail)

The following will be considered on a pass/fail basis:

1. Proposals must be received on or before the deadline specified in this solicitation.
2. Responders must have experience developing social marketing public health campaigns.
3. Responders must have a total annual billings of \$1,000,000 or more.
4. Responders must comply with MDH’s Commercial Tobacco-Free Organizational Commitment.

STEP 2: Technical Proposal and Cost Proposal (Scored based on percentage or points as indicated)

The factors and weighting on which proposals will be judged are:

- | | |
|--|-----|
| 1. General Responder Information | 15% |
| 2. Expressed understanding of project objectives, and the scope and quality of deliverables in work plan | 35% |
| 3. Qualifications, Capabilities, Experience, and Staffing | 20% |
| 4. Three Case Studies | 15% |
| 5. IT Accessibility Standards | 5% |
| 6. Cost Proposal | 10% |

After Step 2, MDH will create a shortlist of the highest scoring responders to invite to proceed to Step 3. In Step 3, all points will reset to zero and the proposals will then be evaluated as follows:

STEP 3: Strategic Assignment Presentation and Cost Proposal (Scored based on percentage or points as indicated)

The factors and weighting on which proposals will be judged are:

- | | |
|--------------------------------------|-----|
| 1. Interview | 30% |
| 2. Strategic Assignment Presentation | 30% |
| 3. Cost Proposal | 40% |

It is anticipated that the evaluation and selection will be completed during the week of December 9, 2019.

General Requirements

Affidavit of Noncollusion

Each responder must complete the attached Affidavit of Noncollusion and include it with the response.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Sample Contract

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has

received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Office of Equity in Procurement ("OSP") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group (TG) businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged (ED) businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses and ED businesses must be currently certified by the Office of Equity in Procurement (OEP) prior to the solicitation opening date and time. For information regarding certification, contact OEP at 651-201-2402 or procurement.equity@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Small Business Preference

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, subd. 6a, the Commissioner of Administration will award a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

A small business qualifies for the veteran-owned preference when it meets one of the following requirements. 1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business. 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation). *See* Minn. Stat. § 16C.19(d).

Submit the appropriate documentation with the solicitation response to claim the veteran-owned preference. Statutory requirements and documentation must be met by the solicitation response due date and time to be awarded the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Workforce Certification

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Workforce Certificate Information form and return it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency."

Equal Pay Certification

If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Certification Regarding Lobbying

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must complete the attached **Certification Regarding Lobbying** and submit it as part of its proposal.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier

covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 1. **Workers’ Compensation Insurance:** Except as provided below, Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable, please list _____
State of Minnesota named as an Additional Insured, to the extent permitted by law

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**
This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor’s performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.

- D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

E-Verify Certification (In accordance with Minn. Stat. §16C.075)

By submission of a proposal for services in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

Subcontractor Reporting

The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of your contract may exceed \$500,000, including all extension options, you must track and report, on a quarterly basis, the amount you spend with diverse small businesses. When this applies, you will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: _____ Date _____
Authorized Signature: _____ Telephone number: _____
Printed Name and Title: _____ Email: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

Email: compliance.mdhr@state.mn.us

TC Metro: 651-539-1095

Toll Free: 800-657-3704

TTY: 651-296-1283

State of Minnesota – Equal Pay Certificate

If your response could be in excess of \$500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Option A – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

- Attached is our current MDHR Equal Pay Certificate.
- Attached is MDHR’s confirmation of our Equal Pay Certificate application.

Option B – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

- We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Authorized Signature	Printed Name	Title
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Organization	MN/FED Tax ID#	Date
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Issuing Entity	Project # or Lease Address
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**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public Signature: _____

My commission expires: _____

**STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the state will award a 6% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. § 16C.19(d):

- 1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

- 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

Claim the Preference

By signing below I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

- My company's principal place of business is in Minnesota **and** the United States Department of Veteran's Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business (Supported By Attached Documentation)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.

STATE OF MINNESOTA RESIDENT VENDOR FORM

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

- (1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
 - (2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
 - (3) has a business address in the state; and
 - (4) has affirmatively claimed that status in the bid or proposal submission.
-

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

- 1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*
 Yes No (must check yes or no)
- 2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.
 Yes No (must check yes or no)
- 3. Has a business address in the State of Minnesota.
 Yes No (must check yes or no)
- 4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.
 Yes No (must check yes or no)

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: _____ Date: _____
Authorized Signature: _____ Telephone: _____
Printed Name: _____ Title: _____

IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.

If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Professional and Technical Services Contract

State of Minnesota

SWIFT Contract No.:

This Contract is between the State of Minnesota, acting through its _____ ("State")
and _____ ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of _____.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

Contract

1. Term of Contract

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of terms: The following clauses survive the expiration or cancellation of this Contract: 8.

Indemnification;

9. State audits; 10. Government data practices and intellectual property; 14. Publicity and endorsement; 15. Governing law, jurisdiction, and venue; and 16. Data disclosure.

2. Contractor's duties

The Contractor, who is not a State employee, will:

3. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

4. Consideration and payment

4.1 Consideration. The State will pay for all services performed by the Contractor under this Contract as follows:

(a) *Compensation.* The Contractor will be paid \$ _____.

(b) *Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed \$ _____; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) *Total obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed \$ _____.

4.2 Payment.

(a) *Invoices.* The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

(b) *Retainage.* Under Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.

(c) *Federal funds.* (Where applicable, if blank this section does not apply.) Payments under this Contract will be made from federal funds obtained by the State through _____. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

5. Conditions of payment

All services provided by the Contractor under this Contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is _____, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Assignment, amendments, waiver, and contract complete

7.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

7.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

7.4 Contract complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

8. Indemnification

In the performance of this Contract by Contractor, or Contractor's agents or employees, the Contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Contractor's:

- a) Intentional, willful, or negligent acts or omissions; or
- b) Actions that give rise to strict liability; or
- c) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this Contract.

9. State audits

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative

Auditor, as appropriate, for a minimum of six years from the end of this Contract.

10. Government data practices and intellectual property

10.1 Government data practices. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

10.2 Intellectual property rights.

(a) *Intellectual property rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(b) *Obligations*

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- (2) **Representation.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify, defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' compensation and other insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the Contract until they have obtained all the

insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

Further, the Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

12. Debarment by State, its departments, commissions, agencies, or political subdivisions

Contractor certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion

Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

14. Publicity and endorsement

14.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

14.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

15. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Data disclosure

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

17. Payment to subcontractors

(If applicable) As required by Minn. Stat. § 16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

18. Termination

18.1 Termination by the State. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

18.2 Termination for insufficient funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be

assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

19. Non-discrimination (In accordance with Minn. Stat. § 181.59)

The Contractor will comply with the provisions of Minn. Stat. § 181.59 which require:

“Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*
- (3) that a violation of this section is a misdemeanor; and*
- (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.”*

[Delete this section if your total Contract value is under \$100,000]

20. Affirmative action requirements for contracts in excess of \$100,000 and if the Contractor has more than 40 full-time employees in Minnesota or its principal place of business

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

20.1 Covered contracts and contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

20.2 Minn. R. 5000.3400-5000.3600.

- (a) General.* Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
- (b) Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the

Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (c) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.
- (d) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

21. E-Verify certification (In accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

22. Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

23. Subcontractor Reporting

If the total value of this contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Contractor will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

[Signatures as required by the State.]

Appendix A – Notice of Intent

All organizations interested in submitting a proposal for a Marketing Services contract are asked to submit a non-binding Notice of Intent form.

This completed form must be sent as an attachment to tobacco@state.mn.us **by 4:00 p.m. Central Time on Monday, October 21, 2019.**

Applicant Information	
Organization Name:	
Address:	
State:	
City:	
Zip Code:	
Contact Name:	
Contact Title:	
Phone:	
Email:	

Appendix B – Cost Proposal Instructions

Provide a Cost Proposal worksheet that presents the staffing costs for the services and deliverables requested in the RFP for the contract period (January 1, 2020 through December 31, 2021).

The cost proposal must itemize all job titles that could reasonably be anticipated to participate in the services being offered by the responder to the State for this solicitation. For each job title, include a detailed description of what work falls under the parameters of the job title and provide the corresponding maximum hourly rate for that job title. Responders must fill in the tables below.

***NOTE:** This Cost Proposal is only for the anticipated staffing costs to carry out the work as described in this solicitation. This Cost Proposal does not account for media buys or other fees anticipated through the course of this contract. MDH anticipates spending the full funding of \$2,150,000 for this campaign.

General Tasks

Please provide estimated total staffing costs to complete the General Tasks section of work, as outlined in the RFP.

Staffing

List staff who will be assigned to MDH’s account, grouped by the areas listed below. These areas are only examples of what should be included for each section of work. They are *not* intended to limit what can be included, nor are you required to have a line item for each bullet.

- Content and Digital Strategies and Development
- Public Relations
- Creative Development and Production
- Media Planning and Buying
- Account Management

Job Title	Detailed Description of Work	Maximum Hourly Rate	# of Hours for Project	Total
		\$ _____	_____	\$ _____
Other Costs				
TOTAL COST				

Brand Development and Management

Please provide estimated total staffing costs to complete the Brand Development and Management section of work, as outlined in the RFP.

Staffing

List staff who will be assigned to MDH’s account, grouped by the areas listed below. These areas are only examples of what should be included for each section of work. They are *not* intended to limit what can be included, nor are you required to have a line item for each bullet.

- Content and Digital Strategies and Development
- Public Relations
- Creative Development and Production
- Media Planning and Buying
- Account Management

Job Title	Detailed Description of Work	Maximum Hourly Rate	# of Hours for Project	Total
		\$ _____	_____	\$ _____
Other Costs				
TOTAL COST				

Campaign Development and Implementation

Please provide estimated total staffing costs to complete the Campaign Development and Implementation section of work, as outlined in the RFP.

Staffing

List staff who will be assigned to MDH’s account, grouped by the areas listed below. These areas are only examples of what should be included for each section of work. They are *not* intended to limit what can be included, nor are you required to have a line item for each bullet.

- Content and Digital Strategies and Development
- Public Relations
- Creative Development and Production
- Media Planning and Buying
- Account Management

Job Title	Detailed Description of Work	Maximum Hourly Rate	# of Hours for Project	Total
		\$ _____	_____	\$ _____
Other Costs				
TOTAL COST				

TOTAL STAFFING COST OF THE PROJECT: \$ _____

Tasks for Activities Outside Scope of Work (optional)

Responders are encouraged to propose additional tasks or activities that may fall out of scope of the RFP if they will substantially improve the results of the project. These items and their costs should be separated from the sections above.

Please provide estimated total staffing costs to complete this work.

Staffing

List staff who will be assigned to MDH’s account, grouped by the areas listed below. These areas are only examples of what should be included for each section of work. They are *not* intended to limit what can be included, nor are you required to have a line item for each bullet.

- Content and Digital Strategies and Development
- Public Relations
- Creative Development and Production
- Media Planning and Buying
- Account Management

Job Title	Detailed Description of Work	Maximum Hourly Rate	# of Hours for Project	Total
		\$ _____	_____	\$ _____
Other Costs				
TOTAL COST				

**TOTAL STAFFING COST OF ADDITIONAL ACTIVITIES OUTSIDE THE SCOPE
(OPTIONAL): \$ _____**

Appendix C – Vendor Security and Compliance Questionnaire



Vendor Security and Compliance Questionnaire - Outsource

Version 1.0

Company Information



Name of Company: [Click here to enter text.](#)

Company Website: [Click here to enter text.](#)

Contact Person Completing the Questionnaire: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

Date of Completed Questionnaire: [Click here to enter text.](#)

Questionnaire Completion Instructions



1. Select the appropriate answer in each Response section.
2. Provide additional details in the “Describe” column to support every answer.
3. Include attachments as necessary to support the given information.

Question	Requirement	Response	Describe
1.	An individual has been designated as being responsible for security within the organization.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Question	Requirement	Response	Describe
2.	An information security policy, based on industry acceptable standards and frameworks, is in place, has been approved by management and has been communicated to employees, contractors and individuals working on behalf of the organization.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
3.	Security roles and responsibilities of employees, contractors and individuals working on behalf of the organization are defined and documented in accordance with the organization’s information security policy.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
4.	An information security awareness and training program has been established and provides general awareness and role specific (e.g., secure coding, CJS, etc.) security training to all employees.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
5.	Background screenings of employees, contractors and individuals working on behalf of the organization are performed to include criminal, credit, professional / academic, references and drug screenings.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
6.	The organization will: (1) locate all production and disaster recovery data centers that store, process or transmit State of Minnesota data only in the continental United States, (2) store, process and transmit State of Minnesota data only in the continental United States, and (3) locate all monitoring and support of all the cloud computing or hosting services only in the continental U.S.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
7.	The system/solution/service provides password protection and security controls to prevent unauthorized access to or use of the system, data, and images. Proposed system solutions will ensure Industry best practices for security architecture & design.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
8.	The system/solution/service has capability to integrate with the State of Minnesota’s Identity and Access Management (IAM) system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Question	Requirement	Response	Describe
9.	No data of any kind shall be transmitted, exchanged or otherwise passed to or accessed by other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State of Minnesota.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
10.	The system/solution/service will encrypt sensitive data in transit and at rest using industry standard encryption protocols; encryption keys will be managed at least in part by the State of Minnesota.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
11.	All data will be stored, processed, and maintained solely on designated servers and that no data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the organization’s designated backup and recovery processes.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
12.	All Information systems will be configured to industry security best practices (e.g., CIS, NIST, etc.).	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
13.	Anti-Malware software will be installed, running and maintained on all systems.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
14.	All physical access to information systems will be controlled and restricted to only those with a need to physically access these systems.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
15.	The system/solution/service will be developed according to secure software development best practices (e.g., OWASP, etc.).	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
16.	Automated and manual software assurance assessment, testing and remediation processes are in place to detect security flaws in the underlying application code that could pose security risks.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Question	Requirement	Response	Describe
17.	The system/solution/service has capability to integrate with the State of Minnesota’s Security Incident Event Management (SIEM) system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
18.	The system/solution/service’s storage processes, backup storage processes, and security procedures being implemented ensure that there is no loss of data or unauthorized access to the data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
19.	Firewalls are in place at the network perimeter and between the internal network segment and any DMZ.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
20.	Systems and applications are patched in a timely manner to ensure critical security and operational patches and fixes are in place to ensure the confidentiality, integrity and availability of the information system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
21.	Vulnerability tests (internal/external) are performed on all applications and platforms.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
22.	Online transactions must conform to reasonable commercial security standards and measures. Temporary files for all secure online transactions must be securely and permanently deleted when said transaction is complete	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
23.	The system/solution/service will comply with the National Institute of Standards and Technology (NIST) Recommended Security Controls for Federal Information Systems and Organizations, Special Publication 800-53 revision 4, for Moderate systems.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
24.	Independent Security audits of the system/solution/service, processes and data centers	Yes <input type="checkbox"/> No <input type="checkbox"/>	Click here to enter text.

Question	Requirement	Response	Describe
	used to provide the services/solution are conducted at least annually. Audits are performed in accordance to SSAE16 SOC 2 or equivalent (e.g. FedRAMP) industry security standards. Contracted vendor will provide the most recent independent physical and logical audit results to the State of Minnesota.	n/a <input type="checkbox"/>	
25.	The organization will coordinate disaster recovery and business continuity processes and plans with the State of Minnesota and will provide the State of Minnesota with a detailed disaster recovery continuity of operations plan as part of their response.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
26.	The vendor must provide a detailed explanation of the security features that are built into the proposed system/solution/service.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
27.	The vendor and system/solution/product/service/proposal will comply with the requirements of the Minnesota Government Data Practices Act/Minnesota Statutes chapter 13 and applicable federal laws/regulations (e.g., HIPAA, FERPA, IRS Publication 1075, FBI/CJIS)?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
28.	If Federal, state or industry compliance requirements pertain to the data (e.g. CJI, IRS 1075, PHI (HIPAA), SSA, PCI, Etc.) the system/solution/service will comply with the said security policy and industry best practice.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
29.	If CJI is in scope, organization staff (including employees, contractors and individuals working on behalf of the organization) that come in contact with CJI will pass an FBI fingerprinted background check and sign the FBI/CJIS Security Addendum/ Certification agreement	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
30.	All data received from the State of Minnesota or created, collected or otherwise obtained as part of this agreement will be owned solely by the State of Minnesota and all access, use and disclosure of the data	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Question	Requirement	Response	Describe
	shall be restricted to only that which is required to perform the organization’s duties under this agreement.		
31.	Processes will be in place to securely destroy or delete State of Minnesota data according to the standards enumerated in D.O.D. 5015.2 from systems or media no longer being used to fulfill the terms of this agreement or upon request from the State of Minnesota.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
32.	In the event of termination of the agreement, the organization shall implement an orderly return of State of Minnesota assets and the subsequent secure disposal of State of Minnesota assets. During any period of suspension, the organization will not take any action to intentionally erase any State of Minnesota Data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
33.	An incident response plan is in place which includes notifying the State of Minnesota immediately of a known or suspected security or privacy incident involving State of Minnesota data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Appendix D - Table of Accessibility Requirements

VPAT Web Content Accessibility Guidelines 2.0 level AA

It is strongly recommended Technical Staff who are trained in Accessibility complete this form. Accessibility points will be awarded based on how accessible your product is. Comments section may be filled in to provide further explanation. NOTE: Minnesota only adopted VPAT level A and level AA standards.

Principle 1: Perceivable – information and user interface components must be presentable to users in ways they can perceive.

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.</i>				
1.1.1	<p>Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below (Level A).</p> <ul style="list-style-type: none"> • Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.) • Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for the additional requirements for media.) • Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content. • Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content. • CAPTCHA: If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for 			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
	<p>different types of sensory perception are provided to accommodate different disabilities.</p> <ul style="list-style-type: none"> Decorative, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology. 			
<i>Guideline 1.2 Time-based Media: Provide alternatives for time-based media.</i>				
1.2.1	<p>Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such (Level A):</p> <ul style="list-style-type: none"> Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content. Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content. 			
1.2.2	<p>Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)</p>			
1.2.3	<p>Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)</p>			
1.2.4	<p>Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)</p>			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
1.2.5	Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)			
<i>Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.</i>				
1.3.1	Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)			
1.3.2	Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)			
1.3.3	Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A)			
<i>Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.</i>				
1.4.1	Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)			
1.4.2	Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
1.4.3	<p>Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA)</p> <ul style="list-style-type: none"> • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 			
1.4.4	<p>Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)</p>			
1.4.5	<p>Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA)</p> <ul style="list-style-type: none"> • Customizable: The image of text can be visually customized to the user's requirements; • Essential: A particular presentation of text is essential to the information being conveyed. 			

Principle 2: Operable - User interface components and navigation must be operable.

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.</i>				
2.1.1	Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)			
2.1.2	No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A)			
<i>Guideline 2.2 Enough Time: Provide users enough time to read and use content.</i>				
2.2.1	Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A) <ul style="list-style-type: none"> • Turn off: The user is allowed to turn off the time limit before encountering it; or • Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or • Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple 			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
	<p>action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</p> <ul style="list-style-type: none"> • Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or • Essential Exception: The time limit is essential and extending it would invalidate the activity; or • 20 Hour Exception: The time limit is longer than 20 hours. 			
2.2.2	<p>Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)</p> <ul style="list-style-type: none"> • Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and • Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential. 			
<i>Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.</i>				
2.3.1	<p>Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)</p>			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.</i>				
2.4.1	Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)			
2.4.2	Page Titled: Web pages have titles that describe topic or purpose. (Level A)			
2.4.3	Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A)			
2.4.4	Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A)			
2.4.5	Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA)			
2.4.6	Headings and Labels: Headings and labels describe topic or purpose. (Level AA)			
2.4.7	Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)			

Principle 3: Understandable - Information and the operation of user interface must be understandable.

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 3.1 Readable: Make text content readable and understandable.</i>				
3.1.1	Language of Page: The default human language of each Web page can be programmatically determined. (Level A)			
3.1.2	Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA)			
<i>Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.</i>				
3.2.1	On Focus: When any component receives focus, it does not initiate a change of context. (Level A)			
3.2.2	On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)			
3.2.3	Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)			
3.2.4	Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.</i>				
3.3.1	Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)			
3.3.2	Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)			
3.3.3	Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)			
3.3.4	Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) <ul style="list-style-type: none"> • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. 			

Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.</i>				
4.1.1	Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A)			
4.1.2	Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A)			

Appendix E – Strategic Assignment Scoping Document

Background

For this strategic assignment, assume a new Federal law has passed that increases the price of tobacco products by \$1.50. The law would go into effect on July 1, 2021.

Commercial tobacco use is the number one cause of preventable death and disease, killing over 6,300 Minnesotans each year and costing the state more than \$3 billion in excess health care costs. Public health efforts have driven down smoking rates, but 574,000 adults in Minnesota still smoke and need help quitting.

The good news is that free tobacco cessation services are available to all Minnesotans and smokers who use tobacco cessation services are more likely to be successful at quitting than those who try on their own. Not only that, tobacco dependence treatment is one of the most cost-effective preventive services, providing substantial return on investment in the short and long term.

While there are cost savings, smokers may be disgruntled by this law change, seeing it as “regressive” in adding to the financial burdens for those with lower incomes.

For the strategic assignment, we are seeking strategic direction for creating a marketing campaign to leverage this federal change to promote Quit Now Minnesota, an imaginary statewide tobacco cessation service. Previous tobacco tax increases have raised the price of tobacco products, which have motivated more smokers to make quit attempts.

For more information:

- Minnesota Adult Tobacco Survey at www.clearwaymn.org/mats/
- Background information at www.health.mn.gov/cessationmarketing

Purpose

The purpose of this campaign is to leverage this federal change to promote Quit Now Minnesota, an imaginary statewide tobacco cessation service.

Audience Defined

We are open to more targeted segmentation, but the primary audiences in this scenario are:

- Minnesota adult smokers
- Media

Audience Insight

MATS 2014 data show that increasing the price of tobacco supports smokers in quitting.

We know that a majority of smokers want to quit, and many have made previous quit attempts. When tobacco prices go up smokers may consider making another quit attempt.

Some smokers may feel that this law change will add to their financial burdens.

Desired Audience Belief

Raising the cost of tobacco will actually save me money in the long run as quitting will help me avoid costly medical treatments needed for tobacco-related illness.

This gives me another good reason to quit. I want to quit smoking soon.

Brand DNA

Assume that Quit Now Minnesota's brand attributes are: smart, proven, proactive, straightforward, respectful, and compassionate.

Tone

The tone of the campaign should reflect the brand DNA. Quit Now Minnesota's tone should be empathetic and supportive.

Deliverables

Strategic direction for creating a marketing campaign to leverage the change to promote Quit Now Minnesota.

The strategic assignment should include (but is not limited to) the following components:

- A digital/content strategy
- A public relations plan for the statewide tobacco cessation services
- A creative strategy
- A media strategy, including proposed tactics
- A budget showing total fees, media and production/out-of-pocket (all media should be billed at net)

Executorial Considerations

During the implementation of the new law, assume the Centers for Disease Controls and Prevention's national *Tips from Former Smokers* campaign will also be running. The *Tips* campaign was launched in 2012 and has been successful in driving smokers to tobacco quitline services. The Quit Now Minnesota campaign needs to work in conjunction with this campaign.

Timing

The implementation date is July 1, 2021.

Budget

The budget for this project is \$1 million, including all fees, production/out-of-pocket and media buying. This should be considered part of an annual budget.

Evaluation

This strategic assignment will be evaluated using the following criteria:

- The strategies proposed effectively reach our target audiences to create awareness of the federal law changes.
- The strategies proposed are likely to increase Quit Now Minnesota's volumes during the period of the campaign.
- The strategies proposed are likely to have a high return on investment.

Appendix F – Proposal Cover Sheet

General Applicant Information			
Organization Name:			
Address:			
City, State, Zip:			
Federal or State Tax ID Number:			
Proposal Contact Name:		Title:	
Proposal Contact Email:		Phone:	

Project Information			
Project Title:	Marketing Services Contractor		
Project Director Name:		Title:	
Project Director Email:		Phone:	
Total Budget Amount Requested:			

The undersigned hereby affirms that the information contained herein is true and accurate to the best of the applicant's knowledge.			
Signature of Authorized Agency Representative:		Date:	
Print Name and Title:			

Appendix G - Mandatory Requirement Compliance Form

Applicants must meet all of the following criteria to be eligible:

1. Applicant must have experience developing social marketing public health campaigns.
2. Applicant must have a total annual billings of \$1,000,000 or more.
3. Applicant must comply with MDH's Commercial Tobacco-Free Organizational Commitment.

This form must be signed by the organization's chief executive responsible for ensuring that this organization meets the eligibility requirements.

Signature:

Print Name:

Date:

Title:

Organization:

Appendix H – Commercial Tobacco-Free Organizational Commitment¹

The funded contractor may not accept funding from tobacco and e-cigarette companies nor their subsidiaries or parent companies during the contract funding period.

Organization Name: _____

Please check the following:

- The applicant named above hereby certifies that it will not accept funding from nor has an affiliation or contractual relationship with a tobacco or e-cigarette company, any of its subsidiaries, or its parent company during the term of the contract with the Minnesota Department of Health.

All applicants must provide a statement that their workplace is commercial tobacco free (including e-cigarettes), unless commercial tobacco use is prohibited by law.

Please check the following:

- The applicant named above hereby certifies its workplace is commercial tobacco free (including e-cigarettes), during the term of the contract with the Minnesota Department of Health.

Certification

I, the official named below, hereby swear that I am legally authorized to bind the organization to the above described certification.

Director of agency or other officially designated representative

Signature	Date
Print name and title	

¹ All references to tobacco in this RFP refer to commercial, retail tobacco products (including cigarettes, cigars and cigarillos, shisha, smokeless tobacco, and electronic nicotine delivery systems like e-cigarettes), and not traditional tobacco that is used for spiritual or ceremonial purposes.