

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

Highway Safety Underage Alcohol Public Education
PROPOSALS ARE DUE NO LATER THAN April 30, 2010

RFP #: 25097

BUYER: James Carpenter, Director
South Dakota Office of Highway Safety

PHONE: (605) 773-4949

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Department of Public Safety, Office of Highway Safety, is soliciting proposals to develop and implement alcohol prevention messaging statewide targeting youth under age 21. Proposals must include development and placement of messaging. Innovative marketing strategies are encouraged. One-year budget will not exceed \$100,000.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Office of Highway Safety is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Public Safety. The reference number for the transaction is RFP #25097. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	April 1, 2010
Deadline for Submission of Written Inquiries	April 16, 2010
Responses to Vendor Questions	April 23, 2010
Proposal Submission	April 30, 2010
Oral Presentations/discussions (if required)	May 10-14, 2010
Anticipated Award Decision/Contract Negotiation	May 21, 2010
Anticipated Contract Timeframe	June 1, 2010 - May 31, 2011

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the Office of Highway Safety by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original and 2 identical copies of the proposal shall be submitted.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

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

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

1.6 NON-DISCRIMINATION STATEMENT

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

1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the vendor prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.8 VENDOR INQUIRIES

Vendors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to James Carpenter at james.carpenter@state.sd.us with the subject line "RFP #25097". Inquires may also be faxed to 605 773-6893. If inquiries are submitted by mail the envelope should be addressed to: James Carpenter, Office of Highway Safety, 118 W Capitol Ave, Pierre, SD 57501. Be sure to reference the RFP number in your letter and include your email address.

All vendors will be informed of any inquiries regarding this RFP and the State's response. The Office of Highway Safety will post inquiries and responses on the agency's website at www.state.sd.us/dps/hs. Vendors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.9 PROPRIETARY INFORMATION

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

1.10 LENGTH OF CONTRACT

The length of the contract will be for one (1) year with the State having the option to renew the contract for two additional one (1) year terms, for a maximum total contract length of three (3) years. If the vendor expects cost increases in subsequent years, increases must be clearly identified for each year in their proposal.

1.11 GOVERNING LAW

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

1.12 DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)

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

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

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

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

- 2.1 The Contractor will perform those services described in the Work Plan, which will be attached to the contract as Exhibit A and incorporated by reference. The Contractor's response to this RFP shall be considered part of the Work Plan.
- 2.2 The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.
- 2.3 The terms of the agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.
- 2.4 Unless otherwise negotiated and agreed upon by the parties, The State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.
- 2.5 The agreement shall indicate whether or not the State shall have the option to renew the agreement. If a renewal option is specified, the State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.
- 2.6 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
- 2.7 The Contractor, at all times during the term of the Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.

B. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under the Agreement, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The Contractor shall furnish copies of insurance policies if requested by the State.

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

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

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

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

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

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

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

2.14 The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.

- 2.15 In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 2.16 All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.
- 2.17 Any notice or other communication required under the Agreement shall be in writing and sent to the appropriate address and individuals indicated in the Agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18 The Contractor may not use subcontractors to perform the services described in the Agreement without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

3.0 SCOPE OF WORK

Every year, 5,000 teens die from alcohol-related injuries. 1,900 of these teens die in car accidents, 1,600 from homicide, and 300 from suicides. Underage drinkers are also at risk for fatal alcohol poisoning from drinking too much. Other teens suffer injuries that leave them with permanent scars or disabilities.

A single drink can interfere with a teen's judgment. Teens, while drinking, have a distorted sense of perception and reality, and slower reaction times. This increases their risks of injury or death from:

- Falls
- Burns
- Drowning
- Car Accidents
- Homicide
- Suicide
- Alcoholism
- Liver damage
- Heart damage
- Central nervous system damage

The human mind continues developing until a person is in his or her mid-twenties, and drinking while the brain is still developing can have long-term effects on the brain. Some of these long-term effects of underage drinking include:

- Brain damage
- Psychological dependence on alcohol
- Memory problems
- Problems thinking and learning
- Social Consequences

Though many teens drink to experiment with something new and to fit in with their peers, underage drinking can have serious social consequences for teens. Teens who drink alcohol are more likely to hurt someone else. Though teens driving under the influence are at increased risk of killing themselves, almost half of those killed by teen drunk drivers are passengers or people in other cars. This means that the teen who was drinking and driving has to live with the knowledge that he or she killed someone else, perhaps a friend or an innocent stranger.

Underage drinking increases the risk that a person will drop out of school or have trouble finding and keeping a job, reducing the chances of being successful at whatever he or she wants to do in life. It also increases the risks of having relationship problems later in life. In these ways, underage drinking reduces the chances that a teen will have a happy and successful life.

Please see the following resources for more information about the consequences of underage drinking.

Reference materials for the vendor's consideration:

1. Office of Highway Safety website http://dps.sd.gov/enforcement/highway_safety/default.aspx
2. SD Department of Education, 2007 Youth Risk Behavior Survey Report: <http://doe.sd.gov/oess/schoolhealth/yrbs/> (2009 report may be available in Spring 2010)
3. U.S. Office of Juvenile Justice, Enforcing Underage Drinking Laws, Training Center: <http://www.udetc.org/index.asp> and Research – Media/Marketing webpage: <http://www.udetc.org/links.asp?id=11&lnks=r>
4. SD Annual Traffic Crash Reports: http://dps.sd.gov/enforcement/accident_records/Annual_Crash_Reports.aspx
5. U.S. Substance Abuse and Mental Health Services Administration, Preventing and Reducing Underage Drinking: <http://www.samhsa.gov/underagedrinking/index.aspx>
6. Centers for Disease Control, Underage Drinking: http://www.cdc.gov/Alcohol/quickstats/underage_drinking.htm
7. Surgeon General's Report on Underage Drinking: <http://www.surgeongeneral.gov/topics/underagedrinking/FamilyGuide.pdf>
8. National Institutes of Health, Alcohol Alert: <http://pubs.niaaa.nih.gov/publications/AA67/AA67.htm>
9. Parents Matter South Dakota: www.safesouthdakota.com
10. MADD: www.why21.org

The Scope of Work in the proposal should address the following:

- Vendor will provide creative design of alcohol prevention messaging targeting post-high school students who have not reached the legal drinking age of 21 including students in colleges, universities, vocational schools, or in the workforce. Designs must be approved by the Office of Highway Safety.
- Designs may take into consideration the current *Act Civilized* designated driver campaign (see Office of Highway Safety website).
- Messaging may include radio, TV, print, video, promotional materials, or other mediums appropriate to the target audience.
- The vendor will purchase advertising time or placement for messaging at times and in publications approved by the Office of Highway Safety and appropriate for the target audience. Costs of messaging placement are inclusive to the contract. If designs for promotional materials are developed, purchase of promotional items is not inclusive to the contract.
- Designs are the sole property of the State of South Dakota. The vendor will provide the originals or reproducible copies, in a format acceptable to the Office of Highway Safety, within 30 days of approval.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Vendor's Contacts:** Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 Provide the following information related to at least three previous and current service/contracts, performed by the vendor's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
 - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 An original and 2 copies shall be submitted.
 - 5.1.1 In addition, the vendor should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Vendors may not send the electronically formatted copy of their proposal via email.
 - 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
 - 5.2.1 **RFP Form.** The State's Request for Proposal form (cover of this RFP) completed and signed.
 - 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements.

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

5.2.3.3 A clear description of any options or alternatives proposed.

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

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.4 Availability to the project locale;
- 6.1.5 Familiarity with the project locale;
- 6.1.6 Proposed project management techniques; and
- 6.1.7 Ability and proven history in handling special project constraints.

6.2 Experience and reliability of the vendor's organization are considered subjectively in the evaluation process. Therefore, the vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.3 The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in

- 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 COST PROPOSAL

Please describe cost for each item under 3.0 Scope of Work and any additional costs. Also, please include any expected cost increases for subsequent contract years.