

**CITY OF NEW YORK
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
REQUEST FOR PROPOSALS
FOR THE PROVISION OF CREATIVE DEVELOPMENT OF PUBLIC EDUCATION PLANS
PIN: 11HE020100R0X00**

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AUTHORIZED AGENCY CONTACT PERSON

Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:

**Office of the Agency Chief Contracting Officer
New York City Department of Health and Mental Hygiene
42-09 28th Street, CN-30A
Long Island City, NY 11101**



SECTION I - TIMETABLE

A. Release Date of the Request for Proposals: February 17, 2012

B. Questions

Questions about this Request for Proposals (“RFP”) may be asked at the Pre-Proposal Conference set forth in Section C below or in writing to Authorized Agency Contact Person’s Mailing Address or to the E-Mail Address as listed in below only.

Question/Clarification Deadline:

(i) **Date: March 20, 2012**

(ii) **Time: 5:00 pm**

E-Mail Address: advertisingrfp@health.nyc.gov

Answer to all questions asked will be available on the Agency’s website at <http://www.nyc.gov/health/contracting> . A list of the questions and answer will also be sent to everyone who picked up or downloaded this RFP.

C. Pre-Proposer Conference

- **Date: March 7, 2012**
- **Time: 2:30pm to 5:30pm**
- **Location: NYC Department of Health and Mental Hygiene
42-09 28th Street
Herman Biggs Auditorium, Room 3-32
Long Island City, NY 11101**

Attendance by proposers is optional but recommended by the Department of Health and Mental Hygiene. **For anyone wishing to attend, due to security restrictions at the Department’s headquarters, you must e-mail your intention to attend the Pre-Proposal Conference to the e-mail address set forth in Section I.B above. Please make sure to state “ATTENDEE” in the subject line of the e-mail and include the names and titles of the attendees.**

D. Proposal Due Date and Time and Location:

- **Date: April 13, 2012**
- **Time: 5:00 p.m.**
- **Location: NYC Department of Health and Mental Hygiene
Office of the Agency Chief Contracting Officer
42-09 28th Street, CN-30A
Long Island City, NY 11101
Attn: Celloy Williams**

DOHMH requires proposers to deliver proposals by hand. E-mailed or faxed proposals will not be accepted by the Agency.

Proposals received at this Location after the Proposal Due Date and Time are late and shall not be accepted by the Agency, except as provided under New York City’s Procurement Policy Board Rules. The Agency will consider requests made to the Authorized Agency Contact Person to

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extend the Proposal Due Date and Time prescribed above. However, unless the Agency issues a written addendum to the RFP that extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

E. Anticipated Contract Start Date: **December 1, 2012**

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

The City of New York (“City”), through its Department of Health and Mental Hygiene (“DOHMH” or “Agency”) is seeking appropriately qualified vendors to create and to assist the various City human services agencies (“City Agencies”) in executing public education and media campaigns on an as needed/on call basis. The selected contractors (“On-Call Vendors”) would produce materials in a variety of media formats to target specific audiences as necessary, depending on the requirements of that particular advertising campaign (“Campaign”).

DOHMH anticipates awarding up to four (4) contracts from this solicitation (“On-Call Contracts”). City Agencies may utilize the On-Call Contracts for their own Campaigns on an as needed basis. Regardless of whether the Campaign is initiated by DOHMH or a City Agency, DOHMH staff shall always be project managers on all Campaigns and shall oversee the campaign in consultation with a City Agency. DOHMH will assign Campaigns to On-Call Vendors in accordance with the Campaign assignment protocol set forth in Section III(C) below (“Campaign Assignment Protocol”). Because DOHMH will use the Campaign Assignment Protocol for Campaign assignment, DOHMH cannot guarantee whether an On-Call Vendor will receive any Campaign assignments.

The City Agencies that DOHMH anticipate will use these contracts are:

New York City Administration for Children Services
New York City Human Resources Administration
New York City Department for the Aging
New York City Department of Youth and Community Development
New York City Department of Corrections
New York City Department of Probation
DOHMH reserves the right to add or remove City Agencies at its sole discretion.

B. Anticipated Contract Term

It is anticipated that the term of the On-Call Contracts will be for 3 years. DOHMH anticipates that the On-Call Contracts will commence on December 1, 2012. The On-Call Contracts will include one three year option to renew.

C. Anticipated Available Funding

DOHMH anticipates that the total maximum available funding for all On-Call Contracts, which includes the costs for all Campaigns, will be approximately \$12,000,000. This amount, however, is subject to the availability of funds and budgetary allocations which are beyond the control of DOHMH and could change depending on administrative priorities and the City’s fiscal standing. Furthermore, DOHMH cannot accurately predict the types of Campaigns or what the anticipated cost for each Campaign will be.

D. Payment Structure

DOHMH anticipates that the payment structure of the contracts awarded from this RFP will be based on a combination of a per diem rate for the contractor’s staff, out of pocket expense, and related financial incentives and/or disincentives.

SECTION III: SCOPE OF SERVICES

A. Agency Goals and Objectives

The City's goals and objectives for this RFP are to provide effective public education messages through media campaigns (including, but not limited to, television, print, radio and/or web-based media) in order to educate the public, and disseminate such messages to people in the City of New York.

B. Agency Assumptions Regarding Contractor Approach

The Agency's assumptions regarding which approach will most likely achieve the goals and objectives set out above are as follows:

1. Scope of work.

The On-Call Vendor would, among other things:

- i. Develop overall public awareness strategy, including strategy to be implemented by DOHMH or City Agency staff within targeted communities (as specified for a Campaign). Examples of upcoming Campaign from other City Agencies include, but are not limited to:
 - a. Teen pregnancy prevention from the poverty perspective for HRA;
 - b. Heating and energy assistance program for HRA;
 - c. A Public Campaign on the Importance of Child Support for HRA;
 - d. Foster Parent Recruitment for ACS;
 - e. Child Protective Worker recruitment for ACS;
 - f. Advertisements for seminars or information sessions about Medicare enrollment for DFTA.
- ii. Create project themes, slogans and logos.
- iii. Website design
- iv. Creation and maintenance of social media, including, but not limited to, Facebook, Twitter, blogging, etc.).
- v. Conduct market research/surveys/focus groups in order to evaluate the effectiveness of Campaigns, assess attitudes and perceptions regarding the subject matter of the Campaign and develop ways to improve the effectiveness of future Campaigns.
- vi. When applicable, utilize statistical data from DOHMH and City Agencies and information as well as market research to create, develop and produce multi-media campaigns.
- vii. Design copy and art for printed materials, including newspaper and magazine advertisements, flyers, brochures, posters, decals, letterhead and envelopes.
- viii. Design copy and art for promotional items such as magnets, buttons, T-shirts, caps, mugs and pencils.
- ix. Design copy and art for online materials including websites, banners and mail campaigns.
- x. Create and produce print advertising for newspapers, magazines, transit (bus/subway), telephone kiosks and billboards.
- xi. Provide all creative services necessary for production, including typesetting, filming, dubbing, recording, editing and photographic services (including event and/or studio photography).
- xii. Provide all campaign and other media in a variety of electronic formats (i.e., JPEG, PDF, gif, tif, video streams, flash, etc.)
- xiii. Provide messenger service for Campaign related deliveries at no additional charge.
- xiv. For each Campaign assigned to an On-Call Vendor, the On-Call Vendor would:

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- a. Provide written reports, schedules and receipts before and during each Campaign that would include a written detailed breakdown of anticipated staff and required resources (including, but not limited to subcontractors and supplies) and costs for each project.
 - b. Submit an itemized invoice upon completion of a Campaign, setting forth the Campaign title, tasks performed, number of hours each staff worked on each task, and any other costs incurred in performing each task, and the total amount to be paid by the City. Each Campaign will be reviewed, itemized and subtotaled by DOHMH. Amounts exceeding those specified in the original cost estimates will not be paid without prior written approval from DOHMH. All invoices will be accompanied by proof of work/delivery, itemized invoices from subcontractors, copies of packing slips, insertion orders, tear sheets, etc., if applicable. DOHMH will remit payment for all goods and services rendered in accordance with the terms outlined herein solely to the On-Call Vendor. The On-Call Vendor would remit all fees directly to any sub-contractor or third party.
 - c. At DOHMH request, develop and execute pre- and post-campaign research activities, including formative research, focus groups, user studies and other research to back-up media messages.
- xv. Provide, upon DOHMH's request, ongoing reports with progress summaries for each Campaign that would include an up-to-date contract usage summary, including job titles, job numbers, costs, and invoicing.

2. Experience.

On-Call Vendors would have the following experience:

- i. The On-Call Vendors would have, at a minimum, led or had a major role in the production and creative development of at least five (5) major advertising campaigns targeting the five boroughs of the City of New York.
- ii. The On-Call Vendors would provide, to DOHMH's approval, at least one designated account representative ("Account Rep") with at least two (2) years experience in advertising account management (preferably in all forms of media) for creative development and who has experience in the production of at least 3 Large Marketing Campaigns. For the purposes of this RFP, a "Large Marketing Campaign" is an advertising campaign that involves at least two or more forms of media (i.e.: outdoor advertising, television and radio, and Internet). The Account Rep would also serve as the On-Call Vendor's primary liaison with DOHMH.
- iii. The staff assigned by the On-Call Vendor for Campaigns, including all managerial, creative personnel, and/or subcontractors, would be experience in advertising, graphic design and/or copy writing.

3. Organizational Capacity.

The On-Call Vendors would ensure that other accounts or projects shall not interfere with its providing professional-grade campaign materials to DOHMH by discussing all upcoming accounts or projects with DOHMH prior to executing a Campaign Plan. Prior to the execution of a Campaign Plan, the On-Call Vendors would also provide DOHMH a list of anticipated projects during the Campaign timeline, a list of permanent and subcontracted staff assigned to the Campaign, and historical samples related to the requested modes of media materials.

The On-Call vendor would be responsible for all production and subcontractor costs as well as talent fees for commercials.

4. **Intellectual Property Rights.** Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to any On-Call Contract (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The On-Call Agency shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the On-Call Agency for no purpose other than in the performance of this Agreement without the prior written permission of the City. DOHMH may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by DOHMH and set forth in the license.

C. Campaign Assignment Protocol

On-Call Vendors will provide the services from the On-Call Contracts on an as needed basis. DOHMH will use the following Campaign Assignment Protocol in order to ensure that the best On-Call Vendor is assigned to a Campaign assignment, and to ensure that all the On-Call Vendors are treated fairly and equitably in the distribution of Campaign assignments:

1. DOHMH will send an invitation to the On-Call Vendors (“Solicitation Letter”) to submit proposals for a proposed campaign (“Campaign”). The Solicitation Letter will include a description of the Campaign, the target audience, the required media for the Campaign and DOHMH’s desired Campaign completion date.
2. Each On-Call Vendor interested in working on a Campaign set forth in a Solicitation Letter would submit, in response to such Solicitation Letter, mock-ups showing their creative approach to the Campaign, a timetable for implementing the Campaign, and an organization chart and resumes of the staff (and subcontractors if applicable) that the On-Call Vendor intends to utilize for the Campaign. The On-Call Vendor would also submit a fee schedule that would list and describe proposed performance-based payment components (i.e., specific performance-based outcome measures, unit payments tied to outcomes, milestone payments tied to outcomes, and/or liquidated damages tied to outcomes) for providing the services requested in the Solicitation Letter. On-Call Vendors that choose not to respond to the Solicitation Letter would submit to DOHMH, in writing, their reasons for not responding. On-Call Vendors would base their pricing for Campaigns on the fee schedule set forth in their contracts with DOHMH.
3. The evaluation team for responses to Solicitation Letters would consist of DOHMH staff along with, if applicable for that particular Campaign, staff from the City Agency sponsoring that Campaign (“Evaluation Team”). The Evaluation Team would evaluate responses to Solicitation Letters in terms of the On-Call Vendor’s proposed approach in developing the Campaign, its ability to meet the anticipated completion date and their proposed fee schedule. The evaluation criteria that the Evaluation Team would utilize for evaluating responses is as follows: a) creative approach, i.e., proposed design images, leads and slogans (50 points); b) understanding of

agency's needs (15 points), c) the experience and organization of the assigned On-Call Vendor's Campaign team (10 points), and d) estimated total number of hours necessary for the On-Call Vendor's staff (25 points). DOHMH may assign Campaigns to On-Call Vendors whose responses to the Solicitation Letters provide the City with the best combination of quality and price, and whose price is fair and reasonable based on their pricing they provide in their respective contracts. Greater consideration will be given to On-Call Agencies who propose more competitive prices in combination with a high quality program.

4. The Evaluation Team may discuss with the selected On-Call Vendor possible revisions to its creative designs and the deliverables for the Campaign. The Evaluation Team and the On-Call Vendor may then establish and execute a written work plan specifying the agreed upon scope of services, timetable and fee for the Campaign ("Campaign Plan").

D. Agency Determination Regarding Performance-Based Payment Structure

DOHMH has determined that the performance-based payment structure that would most likely assure that the selected proposer(s) will perform the work under the contract(s) awarded from this RFP in a manner that is cost-effective for the Agency and most likely to achieve the Agency's goals and objectives set forth above. DOHMH will negotiate specific performance-based outcome measures and related disincentives with the On-Call Agency as follows:

Using the Campaign Assignment Protocol, DOHMH may assign Campaigns to the On-Call Vendor chosen for a Campaign. DOHMH and the selected On-Call Vendor will execute a Campaign Plan specifying the agreed scope of service, timetable and fee for the project which will include performance-based payment components (i.e., specific performance-based outcome measures, unit payments tied to outcomes, milestone payments tied to outcomes, and/or liquidated damages tied to outcomes and related disincentives) for providing the proposed work.

E. Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form and return it with this proposal, and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered

F. Participation by Minority Owned Business Enterprises in City Procurement

The contracts resulting from this RFP will be subject to Local Law 129 of 2005, the Minority-Owned and Women-Owned Business Enterprise (M/WBE) program. Please refer to Attachments A and B for information on the M/WBE requirements established for this solicitation and instructions on how to complete the required forms.

Note: As fully explained in the Notice to Prospective Contractors -- part of Attachment A -- if you are planning to file a waiver of the Target Subcontracting Percentage, the waiver request must be submitted to the Agency at least seven days prior to the proposal due date and time in order to be considered. Failure to submit a waiver request or a completed a subcontractor utilization plan will result in a non-responsive determination.

SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. The proposal should be typed on both sides of 8 ½” X 11” papers. The City of New York requests that all proposals be submitted on paper with no less than 30% postconsumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive. The proposal will be evaluated on the basis of its content, not length.

A. Proposal Format

1. Proposal Cover Letter

The Proposal Cover Letter (Attachment A) transmits the proposer’s Proposal Package to the Agency. It should be completed, signed and dated by an authorized representative of the proposer.

2. Technical Proposal

The Technical Proposal is a clear, concise narrative that addresses the following:

a. Experience

Describe the successful relevant experience of the proposer, each proposed sub-contractor if any, and the proposed key staff in providing the work described in Section III - Scope of Services of the RFP. Specifically address the following:

- i. Indicate the length of time proposing firm has been in business.
- ii. Demonstrate the proposer’s successful experience in creating effective media delivering services in a target community – especially of health-related media materials. Provide via Online Portfolio, CD and/or DVD ROM:
 - 1) A portfolio of your agency’s three (3) best advertising campaigns and;
 - 2) A storyboard of a TV spot and spot production from the storyboard of a previous television spot.
- iii. Attach a list of at least three (3) relevant references, including the name of the reference entity, a brief statement describing the relationship between the proposer or proposed sub-contractor, as applicable, and the reference entity, and the name, title and telephone number of a contact person at the referenced entity.
- iv. Attach a resume of the staff member identified to be the Account Rep. If the Account Rep is not currently identified, then attach a description of the qualifications that will be required of the person.
- v. Attach a list of the potential subcontractors that the proposer intends to utilize for the services that should include the areas that each subcontractor specializes in (i.e. post-production, printing, graphic design, etc.).

b. Organizational Capability

Demonstrate the proposer’s organizational (i.e., technical, managerial and financial) capability to perform the work described in Section III – Scope of Services of the RFP and further delineated in Attachment B. Proposers shall specifically address the following:

- i. Number of accounts Proposer anticipates it will maintain in the upcoming year.
- ii. Number of permanent full time staff members (NOT including subcontractors and consultants)
- iii. Number and brief description of projects that Proposer has worked on in the past twelve months.
- iv. Proposer’s ability to complete necessary reports, schedules, summaries etc.
- v. A chart showing where, or an explanation of how, the proposed services will fit into the Proposer’s organization.
- vi. A copy of the Proposer’s latest audit report or certified financial statement, or a statement as to why no report or statement is available.

c. Proposed Approach

Describe in detail how the proposer will provide the work described in Section III – Scope of Services of this RFP, and fulfill the Agency’s goals and objectives as stated above. Proposers must also demonstrate their proposed approach to Campaigns by providing a response based on the Sample Solicitation Letter in Attachments B-1 and 2. .

Specifically, Proposers should address the following with respect to the Sample Campaign Letter:

- i. Identify the resources that Proposer would use to fulfill a Campaign, including listing all staff, subcontractors and suppliers that Proposer may use.
- ii. Detail the process that the Proposer would use in creating the Campaign (for example: number and frequency of meetings, whether to use market surveys,
- iii. Provide a timetable and schedule for accomplishing each activity in Attachments B-1 and B-2 and demonstrate in the proposal narrative that the proposer has the capability to complete each task within the proposed time frame.
- iv. Provide **one (1)** creative execution (on 8.5” by 11” paper) in response to the Sample Solicitation Letter in Attachments B-1 and 2.

3. Price Proposal

Proposers are encouraged to propose innovative payment structures. The Agency reserves the right to select any payment structure that is in the City’s best interest. For the purposes of comparison, proposers should submit a Price Proposal that meets the standards prescribed below.

a. Proposed Pricing

The Price Proposal should include each of the following for providing the Scope of Services described in Section III of this RFP:

- Attachments B-3: Sample Campaign Cost Schedule which should show the pricing for

hypothetical set forth in Attachment B-1 and 2.

- Attachment B-4: Proposed Fee Schedule which shall also include a listing of the hourly rates for the Proposer's staff.

b. Performance Based Payment Structure

List and describe proposed performance-based payment components (i.e., specific performance-based outcome measures and related financial incentives and/or disincentives, unit payments tied to outcomes, milestone payments tied to outcomes, and/or liquidated damages tied to outcomes) for providing the work to be performed by the proposer under the contract that could potentially be applied to the contract, in whole or part, as a reliable means for measuring and paying for success, as described in Section III – Scope of Services of this RFP. The Agency's determination regarding performance-based payment structure represents what the Agency believes to be most likely to achieve its goals and objectives. However, proposers are encouraged to propose measures, incentives and disincentives that they believe will most likely achieve the Agency's goals and objectives in a cost-effective manner. Proposers may also propose more than one approach. While the proposer's proposed performance-based payment components may not be scored by the Agency's Evaluation Committee, they will be considered by the Agency in awarding the contract and structuring its payments to contractors.

4. Acknowledgment of Addenda

The Acknowledgment of Addenda form (Attachment C) serves as the proposer's acknowledgment of the receipt of addenda to this RFP which may have been issued by the Agency prior to the Proposal Due Date and Time, as set forth in Section I (D), above. The proposer should complete this form as instructed on the form.

B. Proposal Package Contents (“Checklist”)

The Proposal Package should contain the following materials. Proposers should utilize this section as a “checklist” to assure completeness prior to submitting their proposal to the Agency.

1. A sealed inner envelope labeled “Program Proposal,” containing one original set and three duplicate sets of the documents listed below in the following order:
 - Proposal Cover Letter Form (Attachment A)
 - Technical Proposal
 - General Narrative about Proposer and its Approach
 - Narrative providing details to Sections IV (2)(a), (b), and (c) above
 - A creative execution as required in Section IV(2)(c)(iv) above
 - List of References for the Proposer and, if applicable, each Sub-Contractor
 - Resumes and/or Description of Qualifications for Key Staff Positions
 - Organizational Chart
 - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
 - Acknowledgment of Addenda Form (Attachment C)

2. A separate sealed inner envelope labeled “Price Proposal” containing one original set and three duplicate sets of the Price Proposal.
 - Price Proposal
 - Price Proposal Form
 - Sample Campaign Cost Schedule (Attachment B-3)
 - Proposed Fee Schedule (Attachment B-4 – including a schedule of titles and hourly rates for Proposer’s staff)
 - Proposed Performance-Based Payment Structure

3. A third sealed inner envelope labeled "Doing Business Data Form" containing an original, completed Doing Business Data Form (See Attachment D)

4. A sealed inner envelope labeled Subcontractor Utilization Plan (Appendix B) or Approved Waiver of Target Subcontracting Percentage (Appendix B). Please note that the Subcontractor utilization Plan or Waiver forms are not required for not-for-profit entities.

5. A sealed outer envelope, enclosing the three sealed inner envelopes. The sealed outer envelope should have two labels containing:
 - The proposer’s name and address, the Title and PIN of this RFP and the name and telephone number of the Proposer’s Contact Person.
 - The name, title and address of the Authorized Agency Contact Person.

SECTION V: PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best technical and price terms.

B. Evaluation Criteria

- Demonstrated quantity and quality of successful relevant experience - 25%
- Demonstrated level of organizational capability - 35%
- Quality of proposed approach - 40%

Total = 100%

C. Basis for Contract Award

A contract award will be made to the responsible proposer(s) whose proposal(s) are determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria which are set forth in the RFP in order to ensure the most equitable distribution of services citywide. An award(s) will be made to the best technically rated proposal(s) that offers a Proposed Fee Schedule that is determined to be both fair and reasonable. In the case that a proposer is eligible for more than one contract award, the Agency reserves the right to determine, based on the proposer's demonstrated organizational capability and the best interest of the City, respectively, how many and for which service option the proposer will be awarded a contract. Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected proposer(s) and a determination of both vendor responsibility and administrative capability.

SECTION VI - GENERAL INFORMATION TO PROPOSERS

- A. **Complaints.** The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.
- B. **Applicable Laws.** This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.
- C. **General Contract Provisions.** Contracts shall be subject to New York City's general contract provisions, in substantially the same form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.
- D. **Contract Award.** Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.
- E. **Proposer Appeal Rights.** Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.
- F. **Multi-Year Contracts.** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.
- G. **Prompt Payment Policy.** Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.
- H. **Prices Irrevocable.** Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.
- I. **Confidential, Proprietary Information or Trade Secrets.** Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.
- J. **RFP Postponement/Cancellation.** The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.
- K. **Proposer Costs.** Proposers will not be reimbursed for any costs incurred to prepare proposals.
- L. **Vendex Fees.** Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the VENDEX system, including the Vendor Name Check process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable required fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000.00, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350. The estimated value for each contract resulting from this RFP is estimated to be (less than or equal to \$1 million) (above \$1 million).
- M. **Charter Section 312(a) Certification. [IF APPLICABLE]**
The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not directly result in the displacement of any New York City employee.



(Commissioner)/ (ACCO)

2/13/12

Date

Message from the New York City Vendor Enrollment Center
Get on mailing lists for New York City contract opportunities!
Submit a NYC-FMS Vendor Application – Call 212-857-1680

APPENDIX A

NOTICE TO ALL PROSPECTIVE CONTRACTORS

**PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS
ENTERPRISES IN CITY PROCUREMENT**

ARTICLE I. M/WBE PROGRAM

Local Law No. 129 of 2005 added Section 6-129 to the Administrative Code of the City of New York. The local law creates a program for participation by minority-owned and women-owned business enterprises (MBEs and WBEs) in City procurement. As stated in the Section 6-129, the intent of the program is to address the impact of discrimination on the City’s procurement process, and to promote the public interest in avoiding fraud and favoritism in the procurement process, increasing competition for City business, and lowering contract costs. The contract provisions contained herein are made pursuant to Local Law 129, and the rules of the Department of Small Business Services (“DSBS”) promulgated thereunder.

If this Contract is subject to the Minority-Owned and Women-Owned Business Enterprise (“M/WBE”) program created by Local Law 129, the specific requirements of M/WBE participation for this Contract are set forth in Schedule B of the Contract (entitled the “Subcontractor Utilization Plan”), and are detailed below.

The Contractor must comply with all applicable M/WBE requirements for this Contract.

Article I, Part A, below, sets forth provisions related to the participation goals for construction and professional services contracts.

Article I, Part B, below, sets forth miscellaneous provisions related to the M/WBE program.

PART A

**PARTICIPATION GOALS FOR CONSTRUCTION
AND PROFESSIONAL SERVICES CONTRACTS**

1. The **Target Subcontracting Percentage** applicable to this Contract is set forth on Schedule B, Part I to this Contract (see Page 1, line (1)).

The **“Target Subcontracting Percentage”** is the percentage of the total Contract which Agency anticipates that the prime contractor for this Contract would in the normal course of business award to one or more subcontractors for amounts under \$1 million for construction and professional services.

A prospective contractor may seek a full or partial pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below. To apply for the a full or partial waiver of the **Target Subcontracting Percentage**, a prospective contractor must complete Part III (Page 4) of Schedule B, and must submit such request no later than seven (7) days prior to the date and

time the bids or proposals are due, in writing to the Agency by e-mail at lgrace@health.nyc.gov or via facsimile at (212) 219-5865. Bidders/proposers who have submitted requests will receive a response by no later than two (2) calendar days prior to the date bids or proposals are due, provided, however, that if that date would fall on a weekend or holiday, a response will be provided by close-of-business on the business day before such weekend or holiday date.

2. The **Subcontractor Participation Goals** established for this Contract are set forth on Schedule B, Part I to this Contract (see Page 1, line (2) and/or line (3)).

The **Subcontractor Participation Goals** represent a percentage of the total dollar value of all construction and/or professional services subcontracts under this Agreement for amounts under \$1 million.

3. If **Subcontractor Participation Goals** have been established for this Contract, Contractor agrees or shall agree as a material term of the Agreement that, with respect to the total amount of the Agreement to be awarded to one or more subcontractors pursuant to subcontracts for amounts under \$1 million, Contractor shall be subject to the **Subcontractor Participation Goals**, unless the goals are modified by Agency in accordance with Local Law 129 and Part A, Section 11 below.

4. If **Subcontractor Participation Goals** have been established for this Contract, a prospective contractor shall be required to submit with its bid or proposal, as applicable, a completed Schedule B, Part II Subcontractor Utilization Plan (see Page 2-3) indicating: (a) the percentage of work it intends to subcontract; (b) the percentage of work it intends to award to subcontractors for amounts under \$1 million; (c) in cases where the prospective contractor intends to award subcontracts for amounts under \$1 million, a description of the type and dollar value of work designated for participation by MBEs and/or WBEs; and (d) the general time frames in which such work by MBEs and/or WBEs is scheduled to occur. In the event that this Subcontractor Utilization Plan indicates that the bidder or proposer, as applicable, does not intend to award the **Target Subcontracting Percentage**, the bid or proposal, as applicable, shall be deemed non-responsive, unless Agency has granted the bidder or proposer, as applicable, a pre-award waiver of the **Target Subcontracting Percentage** in accordance with Local Law 129 and Part A, Section 10 below.

The bidder/proposer must fully complete the Subcontractor Utilization Plan included herein (Schedule B, Part II). Bids/proposals which do not include a completed Subcontractor Utilization Plan will be deemed to be non-responsive, unless a full waiver of the Target Subcontracting Percentage is granted (Schedule B, Part III). In the event that the Subcontractor Utilization Plan (Schedule B, Part II) indicates that the bidder/proposer does not intend to award the Target Subcontracting Percentage, the bid/proposal will be deemed to be non-responsive, unless the agency has granted a waiver of the Target Subcontracting Percentage (Schedule B, Part III).

5. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, within 30 days of issuance by Agency of a notice to proceed, submit a list of proposed persons or entities to which it intends to award subcontracts within the subsequent 12 months. In the case of multi-year contracts, such list shall also be submitted every year thereafter. In the event that the Contractor's selection of a subcontractor is disapproved, the Contractor shall have a reasonable time to propose alternate subcontractors.

6. M/WBE firms must be certified by DSBS in order for the Contractor to credit such firms' participation toward the attainment of the M/WBE participation goals. Such certification must occur prior

to the firms' commencement of work as subcontractors. A list of M/WBE firms may be obtained from the DSBS website at www.nyc.gov/getcertified, by emailing DSBS at MWBE@sbs.nyc.gov, by calling the DSBS certification hotline at (212) 513-6311, or by visiting or writing DSBS at 110 William St., New York, New York, 10038, 7th floor. Eligible firms that have not yet been certified may contact DSBS (as indicated above) in order to seek certification.

7. Where a Subcontractor Utilization Plan has been submitted, the Contractor shall, with each voucher for payment, and/or periodically as Agency may require, submit statements, certified under penalty of perjury, which shall include, but not be limited to, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); the names, addresses and contact numbers of each MBE or WBE hired as a subcontractor pursuant to such plan as well as the dates and amounts paid to each MBE or WBE. The Contractor shall also submit, along with its voucher for final payment, the total amount paid to subcontractors (including subcontractors that are not MBEs or WBEs); and a final list, certified under penalty of perjury, which shall include the name, address and contact information of each subcontractor that is an MBE or WBE hired pursuant to such plan, the work performed by, and the dates and amounts paid to each.

8. If payments made to, or work performed by, MBEs or WBEs are less than the amount specified in the Contractor's Subcontractor Utilization Plan, Agency shall take appropriate action, in accordance with Local Law 129 and Article II below, unless the Contractor has obtained a modification of its Subcontractor Utilization Plan in accordance with Local Law 129 and Part A, Section 11 below.

9. Where a Subcontractor Utilization Plan has been submitted, and the Contractor requests a change order the value of which exceeds 10 percent of the Agreement, Agency shall establish participation goals for the work to be performed pursuant to the change order.

10. Pre-award waiver of **Target Subcontracting Percentage**. Agency may grant a full or partial waiver of the **Target Subcontracting Percentage** to a bidder or proposer, as applicable, who demonstrates—before submission of the bid or proposal—that it has legitimate business reasons for proposing the level of subcontracting in its Subcontractor Utilization Plan. In making its determination, Agency shall consider factors that shall include, but not be limited to, whether the bidder or proposer, as applicable, has the capacity and the bona fide intention to perform the Contract without any subcontracting, or to perform the Contract without awarding the amount of subcontracts for under one million dollars represented by the **Target Subcontracting Percentage**. In making such determination, Agency may consider whether the Subcontractor Utilization Plan is consistent with past subcontracting practices of the bidder or proposer, as applicable, and whether the bidder or proposer, as applicable, has made good faith efforts to identify portions of the Contract that it intends to subcontract.

11. Modification of Subcontractor Utilization Plan. A Contractor may request a modification of its Subcontractor Utilization Plan (**Subcontractor Participation Goals**) after award of this Contract. The Agency may grant such request if it determines that the Contractor has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the **Subcontractor Participation Goals**. In making such determination, Agency shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (a) The Contractor advertised opportunities to participate in the Contract, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;

(b) The Contractor provided notice of specific opportunities to participate in the Contract, in a timely manner, to minority and women's business organizations;

(c) The Contractor sent written notices, by certified mail or facsimile, in a timely manner, to advise MBEs and WBEs that their interest in the Contract was solicited;

(d) The Contractor made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the Subcontractor Utilization Plan, and for which the Contractor claims an inability to retain MBEs or WBEs;

(e) The Contractor held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

(f) The Contractor made efforts to negotiate with MBEs and/or WBEs as relevant to perform specific subcontracts;

(g) Timely written requests for assistance made by the Contractor to Agency's M/WBE liaison officer and to DSBS;

(h) Description of how recommendations made by DSBS and Agency were acted upon and an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs.

Agency's M/WBE officer shall provide written notice to the Contractor of the determination.

12. If **Subcontractor Participation Goals** have been established for this Contract, Agency shall evaluate and assess the Contractor's performance in meeting those goals, and such evaluation and assessment shall become part of the Contractor's overall contract performance evaluation.

PART B-MISCELLANEOUS

1. The Contractor shall take notice that, if this solicitation requires the establishment of a Subcontractor Utilization Plan, the resulting contract may be audited by DSBS to determine compliance with Section 6-129. See 6-129(e)(10). Furthermore, such resulting contract may also be examined by the City's Comptroller to assess compliance with the Subcontractor Utilization Plan.

2. Pursuant to DSBS rules, construction contracts that include a requirement for a Subcontractor Utilization Plan shall not be subject to the law governing Locally Based Enterprises set forth in Administrative Code Section 6-108.1.

3. DSBS is available to assist contractors and potential contractors in determining the availability of MBEs and WBEs to participate as subcontractors, and in identifying opportunities that are appropriate for participation by MBEs and WBEs in contracts.

4. Prospective contractors are encouraged to enter into joint ventures with MBEs and WBEs.

5. By submitting a bid or proposal the Contractor hereby acknowledges its understanding of the M/WBE requirements set forth herein and the pertinent provisions of Local Law 129 of 2005, and any

rules promulgated thereunder, and if awarded this Contract, the Contractor hereby agrees to comply with the M/WBE requirements of this Contract and pertinent provisions of Local Law 129 of 2005, and any rules promulgated thereunder, all of which shall be deemed to be material terms of this Contract. The Contractor hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of M/WBE's to meet the required **Subcontractor Participation Goals**.

ARTICLE II. ENFORCEMENT

1. If Agency determines that a bidder or proposer, as applicable, has, in relation to this procurement, violated Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, Agency may disqualify such bidder or proposer, as applicable, from competing for this Contract and the Agency may revoke such bidder's or proposer's prequalification status, if applicable.

2. Whenever Agency believes that the Contractor or a subcontractor is not in compliance with Section 6-129 or the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements Section 6-129, including, but not limited to any Subcontractor Utilization Plan, Agency shall send a written notice to the Contractor describing the alleged noncompliance and offering an opportunity to be heard. Agency shall then conduct an investigation to determine whether such Contractor or subcontractor is in compliance.

3. In the event that the Contractor has been found to have violated Section 6-129, the DSBS rules promulgated pursuant to Section 6-129, or any provision of this Contract that implements this Section 6-129, including, but not limited any Subcontractor Utilization Plan, Agency may determine that one of the following actions should be taken:

(a) entering into an agreement with the Contractor allowing the Contractor to cure the violation;

(b) revoking the Contractor's pre-qualification to bid or make proposals for future contracts;

(c) making a finding that the Contractor is in default of the Contract;

(d) terminating the Contract;

(e) declaring the Contractor to be in breach of Contract;

(f) withholding payment or reimbursement;

(g) determining not to renew the Contract;

(h) assessing actual and consequential damages;

(i) assess liquidated damages or reduction of fees, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of the program established by Section 6-129, or in meeting the purposes of the Contract, the costs of meeting utilization goals through additional procurements, the administrative costs of investigation and enforcement, or other factors set forth in the Contract;

(j) exercise rights under the Contract to procure goods, services or construction from another contractor and charge the cost of such contract to the Contractor that has been found to be in noncompliance; or

(k) take any other appropriate remedy.

4. Whenever Agency has reason to believe that an MBE or WBE is not qualified for certification, or is participating in a contract in a manner that does not serve a commercially useful function (as defined in Section 6-129), or has violated any provision of Section 6-129, Agency shall notify the commissioner of DSBS who shall determine whether the certification of such business enterprise should be revoked.

5. Statements made in any instrument submitted to Agency pursuant to Section 6-129 shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury. The making of a false or fraudulent statement by an MBE or WBE in any instrument submitted pursuant to Section 6-129 shall, in addition, be grounds for revocation of its certification.

6. The Contractor's record in implementing its Subcontractor Utilization Plan shall be a factor in the evaluation of its performance. Whenever a contracting agency determines that a contractor's compliance with a Subcontractor Utilization Plan has been unsatisfactory, the agency shall, after consultation with the city chief procurement officer, file an advice of caution form for inclusion in VENDEX as caution data.



THE CITY OF NEW YORK

Appendix B

Subcontractor Utilization Plan – Part I: Agency’s Target

This page to be completed by contracting agency

Contract Overview

Pin # 11HE020100R0X00 **FMS Project ID#:** _____
Project Title Creative Development of Public Education Plans
Contracting Agency Department of Health and Mental Hygiene
Agency Address 42-09 28th Street **City** Long Island City **State** NY **Zip Code** 11101
Contact Person Jeanine Marie **Title** Deputy ACCO
Telephone # 347-396-6638 **Email** jmarie@health.nyc.gov

Project Description (attach additional pages if necessary)

(1) ✓ Target Subcontracting Percentage

Percentage of total contract dollar value that agency estimates will be awarded to subcontractors in amounts under \$1 million for construction and professional services.

5.0 %

Subcontractor Participation Goals

Complete and enter total for each Construction or Professional Services, or both (if applicable)

Group	Construction		Professional Services	
Black American	N/A	%	9.0	%
Hispanic American	N/A	%	5.0	%
Asian American	N/A	%	No Goal	
Caucasian Female	No Goal		16.5	%
Total Participation Goals	(2)	N/A %	(3)	30.5 %

SCHEDULE B – Subcontractor Utilization Plan – Part II: Bidder/Proposer Subcontracting Plan

This page and the next (Part II herein) are to be completed by the bidder/proposer. AFFIRMATIONS; Bidder/proposer must check the applicable boxes below, affirming compliance with M/WBE requirements.

Bidder/proposer AFFIRMS or DOES NOT AFFIRM [statement below]

It is a material term of the contract to be awarded that, with respect to the total amount of the contract to be awarded, bidder/proposer will award one or more subcontracts for amounts under one million dollars, sufficient to meet or exceed the Target Subcontracting Percentage (as set forth in Part I) unless it obtains a full or partial waiver thereof, and it will award subcontracts sufficient to meet or exceed the Total Participation Goals (as set forth in Part I) unless such goals are modified by the Agency.

- Bidder/proposer AFFIRMS that it intends to meet or exceed the Target Subcontracting Percentage (as set forth in Part I); or
- AFFIRMS that it has obtained a full/partial pre-award waiver of the Target Subcontracting Percentage (as set forth in Part I) and intends to award the modified Target Subcontracting Percentage, if any; or
- DOES NOT AFFIRM

Section I: Prime Contractor Contact Information

Tax ID # _____ FMS Vendor ID # _____

Business Name _____ Contact Person _____

Address _____

Telephone # _____ Email _____

Section II: General Contract Information

- Define the industry in which work is to be performed.
 - Construction** includes all contracts for the construction, rehabilitation, and/or renovation of physical structures. This category does include CM Build as well as other construction related services such as: demolition, asbestos and lead abatement, and painting services, carpentry services, carpet installation and removal, where related to new construction and not maintenance.
 - Professional Services** are a class of services that typically require the provider to have some specialized field or advanced degree. Services of this type include: legal, management consulting, information technology, accounting, auditing, actuarial, advertising, health services, pure construction management, environmental analysis, scientific testing, architecture and engineering, and traffic studies, and similar services.
- a. Type of work on Prime Contract (*Check one*): b. Type of work on Subcontract (*Check all that apply*):
- Construction Professional Services Construction Professional Services Other
- What is the expected percentage of the total contract dollar value that you expect to award to all subcontracts? _____ %
 - Will you award subcontract(s) in amounts below \$ 1 million for construction and/or professional services contracts within the first 12 months of the notice to proceed on the contract? Yes No

Section III: Subcontractor Utilization Summary

IMPORTANT: If you do not anticipate that you will subcontract at the target level the agency has specified, because you will perform more of the work yourself, you must seek a waiver of the Target Subcontracting Percentage by completing p. 4).

Step 1:	Subcontracts under \$1M (4) (construction/professional services)	Total Bid/Proposal Value	Calculated Target Subcontracting Percentage
Calculate the percentage (of your total bid) that will go towards subcontracts under \$1M for construction and/or professional services	\$ _____	\$ _____	% _____
	÷	x 100 =	

- Subcontracts under \$1M (construction/professional services):** Enter the value you expect to award to subcontractors in dollars for amounts under \$1 million for construction and/or professional services. This value defines the amount that participation goals apply to, and will be entered into the first line of Step 2.
- Total Bid/Proposal Value:** Provide the dollar amount of the bid/proposal.
- Calculated Target Subcontracting Percentage:** The percentage of the total contract dollar value that will be awarded to one or more subcontractors for amounts under \$1 million for construction and/or professional services. **This percentage must equal or exceed the percentage listed by the agency on page 1, at line (1).**

NOTE: The "Calculated Target Subcontracting Percentage" MUST equal or exceed the Target Subcontracting Percentage listed by the agency on Page 1, Line (1).

SCHEDULE B – cont.

Step 2:

Calculate value of subcontractor participation goals

		Subcontracts under \$1M (construction/professional services)	
a.	Copy value from Step 1, line (4) – the total value of all expected subcontracts under \$1M for construction and/or professional services	\$ _____	
		↓	↓
b.	<ul style="list-style-type: none"> • From line a. above, allocate the dollar value of "Subcontracts under \$1M" by Construction and Professional Services, • If all subcontracts under \$1M are in one industry, enter '0' for the industry with no subcontracts. • Amounts listed on these lines should add up to the value from line a. 	Construction	Professional Services
		\$ _____	\$ _____
		Subcontracts under \$1M by Industry	
		\$ _____	\$ _____
c.	<ul style="list-style-type: none"> • For Construction enter percentage from line (2) from Page 1. • For Professional Services enter percentage from line (3) from Page 1. • Total Participation Goals Percentages must be copied from Part I, lines (2) and (3). 		
		Total Participation Goals x _____ %	x _____ %
d.	Value of Total Participation Goals	\$ _____	\$ _____

Step 3:

✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Construction**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor

✓ **Subcontracts in Amounts Under \$1 M Scope of Work – Professional Services**

Enter brief description of type(s) of subcontracts in amounts under \$1M anticipated, by type of work, not by name of subcontractor

Section IV: Vendor Certification and Required Affirmations

I hereby 1) acknowledge my understanding of the M/WBE requirements as set forth herein and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder; 2) affirm that the information supplied in support of this subcontractor utilization plan is true and correct; 3) agree, if awarded this Contract, to comply with the M/WBE requirements of this Contract and the pertinent provisions of Local Law 129 of 2005, and the rules promulgated thereunder, all of which shall be deemed to be material terms of this contract; 4) agree and affirm that it is a material term of this contract that the Vendor will award subcontract(s) sufficient to meet the Target Subcontracting Percentage, unless a waiver is obtained, and the Vendor will award subcontract(s) sufficient to meet the Total Participation Goals unless such goals are modified by the Agency; and 5) agree and affirm, if awarded this contract the Vendor intends to make all reasonable, good faith efforts to meet the Target Subcontracting Percentage, or If the Vendor has obtained a waiver, the Vendor intends to meet the modified Target Subcontracting Percentage, if any, and the Vendor intends to solicit and obtain the participation of M/WBEs so as to meet the Total Participation Goals unless modified by the Agency.

Signature _____

Date _____

Print Name _____

Title _____

SCHEDULE B – PART III – REQUEST FOR WAIVER OF TARGET SUBCONTRACTING PERCENTAGE

Contract Overview

Tax ID # _____ FMS Vendor ID # _____
 Business Name _____
 Contact Name _____ Telephone # _____ Email _____
 Type of Procurement Competitive Sealed Bids Other Bid/Response Due Date _____
 PIN # (for this procurement) _____ Type of work on Prime Contract _____ Type of work on Subcontract (Check all that apply):
 (Check one):
 Construction Construction Other
 Professional Services Professional Services

SUBCONTRACTING as described in bid/solicitation documents (Copy this % figure from the solicitation)
 _____ % of the total contract value anticipated by the agency to be subcontracted for construction/professional services subcontracts valued below \$1 million (each)

ACTUAL SUBCONTRACTING as anticipated by vendor seeking waiver
 _____ % of the total contract value anticipated in good faith by the bidder/proposer to be subcontracted for construction/ professional services subcontracts valued below \$1 million (each)

Basis for Waiver Request: Check appropriate box & explain in detail below (attach additional pages if needed)

- Vendor does not subcontract construction/professional services, and has the capacity and good faith intention to perform all such work itself.
- Vendor subcontracts some of this type of work but at lower % than bid/solicitation describes, and has the capacity and good faith intention to do so on this contract.
- Other _____

References

List 3 most recent contacts/subcontracts performed for NYC agencies (if any)

CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____
CONTRACT NO. _____	AGENCY _____	DATE COMPLETED _____

List 3 most recent contracts/subcontracts performed for other agencies/entities
 (complete ONLY if vendor has performed fewer than 3 NYC contracts)

TYPE OF WORK _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		
TYPE OF WORK _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		
TYPE OF WORK _____	AGENCY/ENTITY _____	DATE COMPLETED _____
Manager at agency/entity that hired vendor (Name/Phone No.) _____		

VENDOR CERTIFICATION: I hereby affirm that the information supplied in support of this waiver request is true and correct, and that this request is made in good faith.

Signature: _____ Date: _____
 Print Name: _____ Title: _____

Shaded area below is for agency completion only

AGENCY CHIEF CONTRACTING OFFICER APPROVAL
 Signature: _____ Date: _____

CITY CHIEF PROCUREMENT OFFICER APPROVAL
 Signature: _____ Date: _____

**ATTACHMENT A
PROPOSAL COVER LETTER**

Creative Development of Public Education Campaigns

PIN: 11HE020100R0X00

Proposer:

Program Name: _____

Legal Name: _____ **Tax ID #:** _____

Program Address: _____

Mailing Address: _____

Proposer's Contact Person:

Name: _____ **Title:** _____

Telephone: _____ **Fax:** _____

Is the proposal printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?

YES **NO**

Proposer's Authorized Representative:

Name: _____ **Title:** _____

Signature: _____ **Date:** _____



ATTACHMENT B-1
SAMPLE SOLICITATION LETTER
PIN: 11HE020100R0X00

Creative Brief: Outdoor and Print Media Development

Subject: to reduce and prevent the transmission of Chlamydia among sexually-active women who are 26 years old and younger.

Dear Proposer:

Please submit a proposal for a small-scale print and outdoor media campaign to promote Messages to the Target Audience set forth below. See Attachment B-2 for the Agency's specific requirements for this Campaign

Target Audience:

- Sexually-active women who are 26 years old and younger.

Messages:

- Sexually active people aged 26 and younger should be tested at least once a year for Chlamydia, even if they have no symptoms.
- Sexually active people can reduce their risk of getting chlamydia by:
 1. Always using a latex condom
 2. Limiting the number of people you have sex with.
 3. Avoiding alcohol and drugs when you have sex.

Chlamydia Statistics in NYC:

- In 2009, there were over 27,000 cases of Chlamydia reported to the DOHMH among women ages 15-24.
- Among women ages 15-25, Chlamydia rates are 8% percent higher than in 2007.
- Chlamydia rates are 26 times higher among non-Hispanic black women than among non-Hispanic white women
- Chlamydia rates are 38 times higher among blacks than among whites among women ages 15 to 19.

Profile of Chlamydia:

Chlamydia is a bacterial infection. It is one of the most common sexually transmitted diseases in NYC and around the country. Both men and women can get Chlamydia. Most cases occur in women, especially aged 26 and younger. Many people with Chlamydia do not have symptoms. Sexually active people aged 26 and younger should be tested at least once a year for Chlamydia, even if they have no symptoms. Antibiotics can cure Chlamydia, often in a single dose. In New York, healthcare providers are allowed to give extra medication or a prescription to patients diagnosed with Chlamydia so that they can give it to their sex partner(s).

Sexually transmitted infections can be avoided by not having sex. If sexually active, the risk of getting Chlamydia and most other sexually transmitted diseases, including HIV, can be reduced by:

1. Always using a latex condom
2. Limiting the number of people you have sex with.
3. Avoiding alcohol and drugs when you have sex.

Health impact of Chlamydia:

- If left untreated, Chlamydia can spread and cause severe pain and permanent damage to the reproductive system. It may make both women and men infertile.
- In women, Chlamydia can lead to pelvic inflammatory disease (PID). PID may have no symptoms. When symptoms are experienced, they may include lower belly pain; cramping, burning during urination; pain or bleeding during or vaginal sex; unusual vaginal discharge, nausea and vomiting. If left untreated, PID can make difficult or impossible to get or stay pregnant. It can also lead to “tubal” (ectopic) pregnancies and long-term pelvic pain.
- If left untreated, Chlamydia can increase a person’s chance of getting or spreading HIV.

Budget

- Approximately \$100,000

ATTACHMENT B-2

PROPOSED TIME AND COST ESTIMATE FOR SAMPLE CAMPAIGN

PIN: 11HE020100R0X00

Proposer's Name: _____

Proposer shall utilize this form to provide an estimate for the amount of time Proposer believes that each specification will take. Proposer shall provide an estimate for the overall cost of each specifications listed below and a list of the staff required to complete the same in Attachment B-3.

If these specifications are missing something that you deem to be important identify the missing component and indicate their impact on the projects overall costs.

1) Production and Research for Subway Car Advertising

- One-half brand cars include:
 - 6-9 squares (22 x 21) and 6-9 overhead cards (11 x 46), 2-3 overhead cards (11 x70)
 - Concept & Copy Development
 - Art Direction
 - Graphic Design
 - Comprehensive Layouts (7 creative mock-ups - to be used across the three brand car formats: squares, 11 x 46 overhead cards, and 11 x 70 overhead cards)

- Photos and Images:
 - If original photographs necessary, photographer & assistant
 - Electronic High Resolution scanning (6 scans)
 - Location scouting (3)
 - Photo Shoot Transportation
 - Film
 - Stock Photo Rights (7 photos)
 - Retouching (3 photographs)
 - Engraving/Separations
 - Dupe Plates/Materials
 - If stock photos, provide libraries used and average costs.

- Typesetting Mechanicals (7creatives)
 - Disks (4)
 - Digital Files (jpegs/gifs: 7creatives)

Time estimate:

2) Development and Production of TV Spot (30 second)

Pre-Production/ Creative Development, including:

- Story Board/Script Development
- Casting (5 models)
- Location scouting (3 locations)
- Wardrobe
- Props

Production, including:

- Director of Photography
- Camera Operator
- Sound
- Electrician
- Make-up
- Film/Tape
- Equipment Rentals

Talent & Releases/Buyouts (5 models)

Post-Production, including

- Editing
- Off-Line Editorial
- Special Effects
- Music
 - Composition (if original)
 - Production (if original)
- Mixing & Mastering, including
- Clearances & Rights (performance & music licensing)
 - Video Cassettes/Duplication
 - Agency Commission

Time estimate:

ATTACHMENT B-3

Sample Campaign Cost Schedule

ATTACHMENT B-3
 Sample Campaign Cost Schedule
 PIN: 11HE020100R0X00

A. STAFF FEE SCHEDULE*

Staff Title	Estimated Hours	Hourly Rate	Estimated Total Cost
<i>1) Production and Research</i>			
<i>2) Development and Production of TV Spot (30 Second)</i>			
TOTAL A (STAFF FEE)			\$ _____

*The amount in Attachment B-4 for the Blended Average Rate should correspond with the rates set forth herein.

ATTACHMENT B-3
Sample Campaign Cost Schedule
PIN: 11HE020100R0X00

D. TOTAL COST FOR SAMPLE CAMPAIGN LETTER:

TOTAL A \$ _____

+

TOTAL B \$ _____

+

TOTAL C \$ _____

SAMPLE CAMPAIGN COST \$ _____

**ATTACHMENT B-4
PROPOSED FEE SCHEDULE**

PIN: 11HE020100R0X00

Proposer's Name: _____

The Proposer shall set forth its blended staff rates as required below along with the percentage that Proposer charges as a markup for Reimbursable Expenses and Research costs. The Proposer's additional costs directly related to the work must be included in staff rates, Development Costs, or Research Costs. **THE AGENCY SHALL NOT REIMBURSE ON-CALL AGENCIES FOR ANY OTHER COSTS.**

These schedules are for evaluation purposes only and shall not be used to determine payments or to define the Scope of Work. If selected, prior to Contract execution, the On-Call Agencies will provide a detailed fee and cost schedule which may be utilized for payment purposes.

SAMPLE FEE SCHEDULE

Service	Price
Blended average daily rate for all staff utilized for a Campaign. Proposer should also include the number and list of all titles that Proposer will use for an average campaign. The list shall include the average hourly rate for each title.	\$_____ Per person per day (7 hours)
Reimbursable Expenses Markup*: Shall include materials, services, talent (session and usage), art, photography, type, mechanicals, engravings, audio or video tapes, copies, computer printouts and tapes needed by the media, and any other items purchased, rented, hired or employed for use in creative development.**	_____ %
Research Cost Markup*: Shall mean the costs for conducting research (competitive bidding outside Contractors for focus groups, surveys, etc).**	_____ %

*** THE AGENCY SHALL REIMBURSE ON-CALL AGENCIES FOR PRODUCTION AND RESEARCH COSTS BASED ON SUBMITTED VOUCHERS. ON-CALL AGENCIES MUST OBTAIN THE AGENCY'S PRIOR WRITTEN APPROVAL FOR ANY PRODUCTION OR RESEARCH COST IN EXCESS OF \$1,000.**

****SHALL NOT INCLUDE TRAVEL, POSTAGE AND MESSENGERS – SUCH COSTS ARE NOT REIMBURSABLE UNDER THESE CONTRACTS.**

ATTACHMENT C
ACKNOWLEDGEMENT OF ADDENDA

Advertising Agencies

PIN: 11HE020100R0X00

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

- Addendum # 1, Dated _____, 200__
- Addendum # 2, Dated _____, 200__
- Addendum # 3, Dated _____, 200__
- Addendum # 4, Dated _____, 200__
- Addendum # 5, Dated _____, 200__
- Addendum # 6, Dated _____, 200__
- Addendum # 7, Dated _____, 200__
- Addendum # 8, Dated _____, 200__
- Addendum # 9, Dated _____, 200__
- Addendum #10, Dated _____, 200__

Part II

_____ No Addendum was received in connection with this RFP.

Part III

Proposer's Name: _____ Date: _____

Signature of Authorized Representative: _____



Advertising Agencies

ATTACHMENT D
DOING BUSINESS DATA FORM

Advertising Agencies

PIN: 11HE020100R0X00

Complete the attached PDF which contains the DOING BUSINESS DATA FORM.