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Request for Proposal Standard Terms and Conditions

1. Authority

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

2. Prohibited Contacts; Inquiries regarding this RFP

From the Release Date of this Request for Proposal (hereafter referred to as RFP) until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party's Team for this transaction who may be identified herein or after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

3. Nonresponsive Proposals

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any offeror.

4. Changes to RFP; Changes to Schedule

The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

5. Expenses of Proposal

An offeror will not be reimbursed for any expenses incurred in preparation of a proposal.

6. Rejection of Proposals

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

7. The Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the

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State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a supplier, including those limiting damages to the cost of goods or services.

8. Choice of Law; Venue

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

9. Not to Constitute a Debt of the State

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

10. Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

11. Non-appropriation of funds

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

12. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

13. Dispute Resolution

In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation,

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the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

14. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the supplier at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

15. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

16. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

17. Foreign Corporation – Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

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As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

19. Conflict of Law

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

20. Disclosure Statement

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

21. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

22. Supplier Qualifications

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

23. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

24. Product Delivery, Receiving and Acceptance:

In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

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25. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

26. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

27. Electronic Payments

Suppliers must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

28. Supplier Registration

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

29. Internet Website Links

Internet and/or website links will not be accepted in solicitation responses as a means to supply any requirements stated in this solicitation.

30. Solicitation Responses and Results

The complete solicitation file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

31. Exception to Terms and Conditions

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

32. Intent to Award

The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

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33. Confidentiality

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

34. Click Wrap

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

35. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

36. Debarment and Suspension

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

37. Merit System Exclusion

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

38. Severability

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

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39. Volume of Business

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

40. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

41. Legislative Contract Review Committee

Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The supplier is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <https://alison.legislature.state.al.us/contract-review>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

42. Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

Revised 06/03/2025

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**Alabama Department of Public Health
Health Marketing Advertising/Social Media
Request for Proposals (RFP)**

Release Date: August 28, 2026

**Alabama Department of Public Health
Health Marketing Advertising/Social Media
Request for Proposals (RFP)**

Agency Name: Alabama Department of Public Health (ADPH)

RFP Title: Public Health Marketing Advertising/Social Media RFP

Due Date for Proposals, along with the State of Alabama Supplier Disclosure Statement, must be received in the office requested in this RFP by **5:00 p.m. CST on September 30, 2026**

I. OVERVIEW AND PURPOSE

Multiple Award Notice

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ADPH anticipates awarding this Request for Proposals (RFP) to multiple responsible and responsive suppliers. Awards will be made in accordance with applicable State of Alabama procurement laws and regulations and based on the evaluation criteria set forth herein. ADPH reserves the right to utilize one or more awarded contractors concurrently and does not guarantee a minimum volume of work to any contractor.

ADPH, in partnership with the medical community, is responsible for informing and educating the public, health care professionals and organizations, businesses, educational institutions, government offices, and the media about vital public health concerns.

ADPH seeks the expertise of **full-service advertising agencies** to assist the department in creating the most cost-effective communications for target populations. Respondents must have experience in creative development and graphic design; media planning and buying (including post-buy analyses of schedules); broadcast media production; and the development of comprehensive communication plans utilizing a variety of media platforms.

II. PROPOSAL DETAILS

A. Eligible Proposals

All respondents must be capable of independently performing the full scope of services required under this RFP. Proposals will be accepted only from suppliers capable of performing all required tasks and activities identified in this solicitation. Proposals offering partial services or limited scopes of work will be deemed non-responsive and will not be considered for award.

Eligible applicants must be a full-service advertising agency with a minimum of 3 years in the field of advertising. The company must be fully registered in Alabama Buys as a supplier and have prior experience working with state government agencies.

B. Funding Available Contract Term

The resulting contract(s) shall be for an initial term of twelve (12) months, commencing upon the review and approval of the Chief Procurement Officer, the Contract Review Committee, and the signature of the Governor. The contract(s) may be renewed for up to four (4) additional twelve-month renewal periods, subject to satisfactory performance, continued programmatic need, availability of funds, and mutual agreement of the parties, as well as approval by the Chief Procurement Officer, the Contract Review Committee, and the Governor's signature.

Payment for services will be rendered upon receipt of invoice and supporting documentation after successful completion of projects.

C. Required Activities

The selected suppliers must provide full-service advertising, including audience research, media research planning and buying, social marketing, creative development and production, broadcast production, and provision of materials in all needed formats.

The suppliers are required to submit the following information. Please provide prices on the following as instructed per item. The pricing structure should remain the same for the duration of the project.

Social marketing rates

Marketing needs consultation with the client per hour:

Marketing research per hour:

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Marketing analysis, planning, and evaluation per hour:

Creative and production rates

Creative planning per hour:

Research per hour:

Copywriting per hour:

Layout/design per hour:

Art direction per hour:

Illustration per hour:

Photo/Image manipulation per hour:

Formatting per hour:

Inputting text per hour:

Art production per hour and per page:

Scanning per hour and per page:

Resource search (e.g., models, props, locations) per hour:

Photo/image search per hour:

Disk charges (CD, or other electronic source):

E-mail file charges:

Proof copy charges per 8 x 11 and 11 x 7:

Storyboarding, preparation of other presentational pieces (e.g., campaign pieces mounted on art board with easels), and other manual arts services per hour:

Broadcast Production

Dubbing:

Talent search and coordination per hour:

Broadcast direction/production per hour:

Resource search per hour:

Music production/research per hour:

Media:

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Media planning per hour:

Media buying per hour:

Media billing per hour:

Other Rates

Account service per hour:

Administration per hour:

Estimating per hour:

Clerical per hour:

Travel time:

Long distance calls:

Mailing charges:

Pickup/deliver:

Estimate the fastest possible response time for on-site meetings and pick-up/deliveries:

Technical assistance (marketing strategies for grants and reports, production assistance, etc.) per hour:

What is your proprietary policy on materials that you produce?

What equipment and software do you use to produce materials?

What media planning resources do you use?

Number of full-time/part-time employees:

Number of account service reps:

Number of media planners:

Number of art directors:

Number of couriers:

D. Sample Requirements

Provide a list of 5 clients, with phone numbers, along with samples of work you have done for them. If you have only one sample, you may submit copies or simply run copies of the file. These should include a variety of materials, including but not limited to the following:

Ten examples of work in social marketing

Three examples of brochures

Three commercials or PSAs (preferably on one electronic source)

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Three company identity packages

Three annual reports

Three proposals or market analyses (on the analyses, you may make a copy and block out the company's name if confidentiality is an issue)

If you feel you must make a substitution for any of these, please provide a short explanation as to why, e.g., "have not done this" or "this is a better sample of our work."

E. Contract Information and Technical Assistance

Suppliers requiring additional information related to the scope of work can submit questions to FinanceRFP@adph.state.al.us by September 11, 2026. All questions will be answered and posted as an amendment to STAARS by September 18, 2026

F. Deadline for Submission

Please submit 1 hardcopy proposal and 1 copy on a USB drive in the same sealed envelope to:

Alabama Department of Public Health
201 Monroe Street, Suite 1054
Montgomery, AL 36104
RFP 011 26000000015

III. ADDITIONAL PROPOSAL REQUIREMENTS

A. Cover Page

The suppliers should include the following contact information on the cover page of the proposal:

- # Name of applicant
- # Name of the company or organization
- # Mailing address
- # Telephone number
- # E-mail address
- # Company or organizational website

B. Format Required

The proposal should be typed and double-spaced on a single side of 8 ½ x 11 plain, white paper with 1-inch margins using black Times New Roman print with 12-point font. All pages should be clearly numbered consecutively.

IV. EVALUATION CRITERIA

ADPH will make multiple awards as a result of this RFP. Contract awards will be given to all suppliers determined to be responsible and responsive, whose proposals are in the best interests of the State.

The following point system will be the criterion used to evaluate all eligible applications:

Lowest cost per service per hour 35 points

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Number of years of professional experience with multimedia development, 30 points
production, and placement, including the range and amount of work performed

Examples of work, including the range of health care and government agencies, 30 points
work performed and quality of work developed

Meeting all eligibility requirements 5 points

Total points 100 points