

NORTH CAROLINA DEPARTMENT OF COMMERCE
REQUEST FOR PROPOSALS

#43-MarketAd-2008

September 23, 2008

TITLE: Advertising Services

USING AGENCY: North Carolina Department of Commerce
Marketing Division
(NCCMD)
301 N. Wilmington Street, Raleigh, NC 27601

CLOSING DATE: October 14, 2008 at 11:00 a.m.

Sealed proposals subject to the conditions made a part thereof will be received until the specified closing date and time specified above, for furnishing services described herein.

Mailing Instructions:

**IF DELIVERED BY US POSTAL
SERVICE, ADDRESS AS BELOW:**

RFP #43-MarketAd-2008
NC Department of Commerce
Purchasing Office
ATTN: Allison Tart
4302 Mail Service Center
Raleigh, NC 27699-4302

**IF DELIVERED BY ANY OTHER
METHOD, ADDRESS AS BELOW:**

RFP#43-MarketAd-2008
NC Department of Commerce
Purchasing Office
ATTN: Allison Tart
301 N. Wilmington St., Rm. 586
Raleigh, NC 27601

It is the sole responsibility of the offeror to have the proposal in this office by the specified time and date of closing. Late proposals will not be accepted. Bids submitted via telegraph, facsimile (FAX) machine, telephone, and electronic means, including but not limited to email, in response to this RFP will not be acceptable.

IMPORTANT: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposal specified above. Technical and cost proposals will be submitted together. The proposals must be submitted in sealed packages.

IMPORTANT: NO QUESTIONS CONCERNING THE TECHNICAL SPECIFICATIONS IN THIS RFP WILL BE ANSWERED VERBALLY. QUESTIONS MAY BE E-MAILED UNTIL 5:00 P.M., September 30, 2008. QUESTIONS RECEIVED AFTER THIS DATE WILL NOT BE CONSIDERED. A WRITTEN SUMMARY OF ALL QUESTIONS RECEIVED IN ACCORDANCE WITH THE AFOREMENTIONED DEADLINE WILL BE ANSWERED AND POSTED ON THE INTERNET AS AN ADDENDUM TO THIS RFP NO LATER THAN 6:00 P.M., October 3, 2008. IT IS THE SOLE RESPONSIBILITY OF THE OFFEROR TO ACCESS THE INTERNET FOR ADDENDA TO THIS RFP. ACCESS THE INTERNET AS FOLLOWS:

ACCESS THE INTERNET AS FOLLOWS:

WEB ADDRESS: www.ips.state.nc.us/ips/pubmain.asp
CLICK ON BIDS BY DEPARTMENT
CLICK ON DEPARTMENT OF COMMERCE
CLICK ON BID #43-MarketAd-2008

QUESTIONS MAY BE FAXED OR EMAILED TO:

Allison Tart, Purchasing Officer
E-mail: atart@nccommerce.com

WITHIN TWO DAYS AFTER NOTIFICATION OF AWARD OF THIS CONTRACT, THE SUCCESSFUL BIDDER MUST REGISTER WITH THE NC E-PROCUREMENT @ YOUR SERVICE (<http://vendor.ncgov.com>). MORE INFORMATION REGARDING THIS REQUIREMENT IS IN THE BODY OF THIS SOLICITATION.

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **COMPETITIVE OFFER:** Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
3. **ORAL EXPLANATIONS:** The State shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina will not reimburse any offeror for any costs incurred prior to award.
 7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of ninety (90) days. Although the contract is expected to be awarded prior to that time, the day period is requested to allow for unforeseen delays.
 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it shall be determined by North Carolina law.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **PROTEST PROCEDURES:** When an offeror wishes to protest a contract awarded pursuant to this solicitation, the following procedures should be followed:

If the award is under \$25,000, they must submit a written request to: Purchasing Officer, N. C. Department of Commerce Purchasing Office, 4302 Mail Service Center, Raleigh, NC 27699-4302.

If the award is over \$25,000 they must submit a written request to: State Purchasing Officer, Division of Purchase and Contract, Department of Administration, 1305 Mail Service Center, Raleigh, NC 27699-1305.

Requests must be received within thirty (30) consecutive days from the date of contract award, and must contain specific sound reasons and any supporting documentation for the protest.

NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are posted on the Internet at <http://www.state.nc.us/pandc/>. Offerors may call (919) 733-4012 to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519. See Protest Information at <http://www.doa.state.nc.us/PandC/protests.pdf> for more information.
16. **TABULATIONS:** The Division has implemented an Interactive Purchasing System (IPS) that allows the public to retrieve bid tabulations electronically from our Internet web site: < <http://www.state.nc.us/pandc/> >. Click on the IPS BIDS icon, click on Search for Bid, enter the RFP number, and then search. Tabulations will normally be available at this web site not later than one working day after opening. Lengthy tabulations may not be available on the Internet, and requests for these verbally or in writing cannot be honored.
17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: < <http://www.state.nc.us/pandc/> >.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

Section 1

PART I

SCOPE OF PROPOSAL

It is the intent of the State of North Carolina, Department of Commerce to solicit proposals for a Full Service Marketing and Advertising Agency for the North Carolina Department of Commerce Marketing Division (NCCMD) in accordance with all requirements stated herein.

PART II

INTRODUCTION

The North Carolina Department of Commerce Marketing Division (NCCMD) is seeking the professional services of a full-service marketing and advertising agency to work as a collaborative partner in the development, implementation, and evaluation of a comprehensive marketing program to promote the State of North Carolina as a premier business location to regional, national and international markets.

The Marketing Division within the North Carolina Department of Commerce is focused mainly on the economic development efforts of the state. The state's marketing plan has identified the criticality of reaching business decision makers in a variety of individual vertical markets (i.e.: industry sectors as Plastics, Aerospace, Automotive, etc). This proposal will allow the state to deliver marketing messages to these important decision makers in a targeted, efficient way.

BACKGROUND

The North Carolina Department of Commerce Marketing Division has evolved the state's business brand messaging and integrated communications program, and we've identified the need to expand and execute this new platform in other advertising and marketing media to integrate perfectly with the marketing program developed to this point.

Part III

SCOPE OF WORK

NCCMD is often subjected to outside forces that can dictate the need for immediate action or response from the advertising agency. As such, NCCMD is a service-intensive client. The contractor will therefore be expected to understand the inner workings and needs of such a client and have the ability to provide a high level of quality account service no matter what timelines or deadlines are imposed. The contractor must be willing to go the extra mile to meet our definition of and demand for quality account service with the knowledge that NCCMD can be a 24-hour, 7day a week account.

The contractor shall be expected to complete the Scope of Work described below:

- A. Assist NCCMD in the development and production of industry specific collateral materials which build brand awareness. Marketing materials shall continue to utilize the economic development "brand" creative and style guides including the logo, "North Carolina -the State of Minds."
- B. Assist NCCMD in the development and production of print, broadcast, and electronic marketing materials. Upon NCCMD approval of all materials, place these marketing materials (paid and unpaid) in media approved by the Division. The Contractor shall utilize the NCCMD "brand" creative materials, including the trademarked economic development logo.
- C. At the direction of NCCMD and in conjunction with the strategic marketing plan, the Contractor shall analyze and recommend specific marketing mediums (both paid and unpaid). Upon selection of recommended marketing medium by NCCMD, the contractor shall place materials in specifically recommended medium. Monitor placement to insure accuracy and completion of all paid and unpaid media schedules
- D. Translate advertising and marketing goals and strategies into effective media plans and buys which may include television, radio, print and internet advertising.
- E. Provide a schedule of media buys to NCCMD for advance approval in writing prior to purchase.

Examples of work that will be provided by the selected contractor(s) for one, or a combination of, or all components include, but are not limited to the following:

1. Develop a marketing strategy for a domestic and international marketing campaign.
2. Develop creative copy concept, graphic design and layout from first drafts to completed product for all broadcast or printed materials, advertisements, Internet, and public relations materials.
3. Prepare all mechanical art or acquire all necessary artwork, photographs, negatives, separations etc. that are required for the production of advertisements and collaterals.
4. Produce all other collateral materials in support of the campaign
5. Handle all intellectual property issues arising out of the work to be performed under or in connection with the contract(s). This shall include securing permission to use copyrighted or trademarked material or other protected visuals, words, names, music or sounds that will be included in the promotional materials. This also includes researching and registering any necessary copyright or trademark for materials developed under the contract(s). All intellectual property rights shall be vested in the State of North Carolina.

The Contractor may be required, upon written request of NCCMD, to provide any or all of the following services. The Contractor may also subcontract any of these services:

- A. Develop an overall strategic marketing campaign in consultation with NCCMD staff.
- B. Provide services necessary to place, verify, measure and make timely disbursements for all advertising placements.
- C. Assist with tradeshow planning and implementation
- D. Develop and monitor creative strategies in consultation with NCCMD staff.
- E. Develop and produce budgets which must be done in consultation with NCCMD staff.
- F. Evaluate, hire and administer subcontractors, as requested by NCCMD, including, but not limited to electronic marketing firms, marketing consultants, market research firms and media buying services. NCCMD's written approval shall be required prior to Contractor using such subcontractor.

Section 2

Proposal Submission

- A. Offerors are urged to submit a proposal for establishing and performing the services described herein. All proposals must be submitted strictly in accordance with the requirements for the Request for Proposal. Failure to furnish any required information with your proposal is grounds for rejection, at the option of the State.
- B. Each offeror shall demonstrate in its proposal that the firm and its management and employees are experienced and competent and that it has the background, training and experience to perform the services required by this contract.
- C. Proposals in two (2) originals and seven (7) copies will be received from each offeror in a seal package. Each original shall be signed and dated by an official authorized to bind the firm. **Unsigned proposals will not be considered.**
- D. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
- E. At that date and time, the package containing the proposals from each responding firm will be publicly opened and the name of each offeror and cost(s) announced. Interested parties are cautioned that these costs and their components are

subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position

- F. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore **all proposals should be complete and reflect the most favorable terms available from the offeror.**
- G. Proposals will be evaluated according to completeness, content, and experience with similar projects, the ability of the offeror and its staff, and cost. The award will be based on the complete proposal evaluation. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was most advantageous to the State.

In addition to any other evaluation criteria identified in the State agency's solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of the State:

- Total cost to the State
- Level of quality provided by the vendor
- Process capability across multiple jurisdictions
- Protection of the State's information and intellectual property
- Availability of pertinent skills
- Ability to understand the State's business requirements and internal operational culture
- Risk factors such as the security of the State's information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

- H. Offerors are cautioned that this is a request for offers, not a request to contract, and the State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.
- I. **NOTE:** Upon execution of this proposal, offeror agrees not to represent another state marketing campaign for the duration of this contract. Further, the offeror agrees not to represent a similar account without prior written consent of the Department for the duration of this contract.
- J. **NOTE:** If your firm is the successful vendor as a result of this solicitation, formal award will not be finalized until your firm has completed the vendor registration process with the Statewide E-Procurement Service. This registration is necessary in order for the Department to have the capability to issue purchase orders for services described herein. Electronic registration can be accessed at <http://vendor.ncgov.com>. If you experience any problems with the registration process, contact E-Procurement Customer Service by phone at 1-888-211-7440 or email at ephelpdesk@ncmail.net. Note: The E-Procurement fee will not be assessed on services provided in accordance with this RFP.

Section 3

Proposal Content

Proposals shall be submitted in a sealed package. The package shall be labeled "PROPOSAL" and must bear the name of the agency, the RFP number and closing date. Technical proposals and cost proposals shall be submitted in one sealed package.

The proposal shall contain the following information:

Executive Summary
Corporate Background and Experience
Financial Statement
Project Staffing and Organization
Technical Approach
Cost Proposal
Execution Page
Service Location Page

Executive Summary

The executive summary will consist of the proposal cover letter highlighting the contents of this proposal.

Corporate Background and Experience

This section will include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed must be included.

Financial Statement

The offeror's most recent audited financial statement or similar evidence of financial stability must be provided.

Project Staffing and Organization

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this account. The offeror shall provide information as to the qualifications and experience of all executive, managerial, legal and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person as follows:

- A. Contract or Account Manager. Identify one (1) individual who will manage the contract work. Document overall experience in advertising experience, demonstrate a minimum of five (5) years of service in this area. Attach a current resume/biography. Provide detail on the Account Manager's experience, education, affiliations, memberships, awards, recognitions received for similar services. Define this individual's work ethic and philosophy. Define the percent of the Account Manager's time devoted exclusively to managing NCCMD's account.
- B. Account Team. Identify by name, title and role each proposed account team member on NCCMD's account. Include relevant experience, including that which may be outside of your agency and/or outside the advertising field. Identify individual experience in marketing and/or business development. Identify specifically, what percentage of the firm's total effort will be provided by various team members.
- C. Identify who would work on NCCMD marketing strategies and plans and how much time would be spent on the NCCMD account.
- D. Identify who would take prime responsibility for, and have final authority over, NCCMD account. How much time would this individual devote to issues pertinent to NCCMD? List all other account assignments this person would carry.
- E. Submit an organizational chart, showing the hierarchy of key personnel to be working on this account and project(s). Show the relationship between contract manager, account team and key personnel of the offeror's organization and all other parties (subcontractors) to the proposal.
- F. If you were to receive this account, what personnel changes would you have to make? How many new employees would you have to hire and for what positions?

G. Detail your agency's business and marketing philosophies. Describe your agency's work environment and internal culture.

Qualifications & Experience

1. A complete list of Offeror's current paid and pro-bono clients.
2. A brief statement of how long the Offeror has been performing the type of services required by this RFP.
3. Professional memberships
4. Relevant awards and recognition.
5. Location of offices.

Technical Approach

This section must include, in narrative, outline, and/or graph form, the offeror's approach to accomplishing the tasks outlined in the scope, technical information and requirements section of this RFP. A description of each task and deliverable and the schedule for accomplishing each must be included.

Cost Proposal

Offeror's cost information must be submitted separately on the Price Proposal Form. See instructions below.

Execution Page

The Execution Page must be signed and included in your response.

Service Location Page

The Service Location Page must be completed and included in your response.

Section 3.1

Items to be submitted for evaluation in the technical approach:

Past Campaigns

The work performed by your firm related to past campaigns will be considered in the evaluation. Therefore, the firm should present any of, but not limited to, the following information which demonstrates your firm's ability to develop and implement an integrated marketing campaign. The client may be an economic development entity, business or state agency. The components of the program must be detailed and specific. However, for each, the firm should identify the personnel responsible for the service being referenced and should cross-reference that service with how the person is proposed for the state agency campaign. The campaigns cited should demonstrate the following:

- A. Budget maximization – The firm should provide examples of how they maximized the budget they were working with and how it was accomplished.
- B. Advertising Success – The firm should document previous advertising successes for other clients and should describe how such successes were measured.
- C. Creative Ability – The firm should demonstrate its creative capabilities by describing and detailing what it considers to be its three (3) best advertising campaigns.
- D. Samples – The firm is strongly encouraged to submit samples outlining any or all of the current/past advertising campaigns described above in order to demonstrate the style, creativity, and overall past performance of the style, creativity, and overall past performance of the personnel proposed by the firm who worked on those campaigns. In addition, any such samples submitted shall be at the offeror's expense by the offeror's organization. Any samples provided may remain confidential at the option of the offeror. Samples should be marked or otherwise indicated as such. Only members of the review panels will have access to this information.

Cost/ Price Proposal

The Price Proposal must be organized as follows:

All price proposals shall be signed in ink as follows:

- As an individual – sign with full name and business address.
- As a partnership – Partners shall sign with full names and business address
- As a corporation – An officer of the corporation shall sign with full name and title and shall include the name and address of the corporation

Price Proposal Form

Do not alter or change any wording of the Price Proposal Form. No additions, conditions or amendments to this Price Proposal Form are permitted. **Attachments explaining your firm's rationale for Items C-E are permitted.**

- A. Commission for Media Placement
Commission will be based on the offeror's net placement cost. Commission must be expressed in percentage. Media placement includes market price research, scheduling, buys, client notifications and proof of advertising (tear sheets, etc.)
- B. Hourly Rates
The offeror is to submit hourly rates for in-house services. The employee functions listed on the price form are to be interpreted as job functions or services for payment purposes and do not represent any title that an employee of the agency might have.
- C. Travel Expenses
The offeror is to submit your expense reimbursement policy for travel incurred on behalf of and at the direction of the clients. Travel expense is defined as other than that required for normal account service. Identify all reimbursable travel expenses and detail how the expense will be verified.
- D. Operational Expenses
The offeror is to identify all operational expenses that will be incurred in the performance of this contract, such as packaging, postage, express photocopying, telephone, shipping and delivery. Identify and submit rates for operation-related expenses. Detail how the expense will be verified.
- E. Miscellaneous Expenses
The offeror is to identify all miscellaneous expenses that will be incurred in performance of this contract, not previously covered in Items A-D, listed above. Submit rates for each miscellaneous expense identified. Any costs associated with the NCCMD account outside the scope of this price proposal should also be listed. Detail how the expense will be verified.

Section 3.2 Oral Presentation

Offerors who submit a proposal in response to the RFP **may be required** to give an oral presentation.

If the offeror is selected for an oral presentation, the offeror will be expected to develop and present a proposed creative advertising campaign based on the division's marketing goals.

The Oral Presentation will take place with the NC Marketing Division located in the Education Building at 301 N. Wilmington Street, Raleigh, N.C. **If an oral presentation is necessary**, you will be notified of your specific presentation date and time. You will have one and one-half hours (90 minutes) for the presentation and one half hour (30 minutes) for questions from the evaluation committee.

We would prefer that the key members of the proposed account team make the oral presentation, or at the very least, are active participants in the presentation.

Nothing may be left behind other than those items specifically requested as part of this RFP.

The offeror will be responsible for providing any audio-visual equipment required during the oral presentation.

The offeror should address the following points during the presentation:

- A. Introduction of your personnel, their backgrounds, and their proposed roles on the NCCMD account.
- B. A demonstration of your beliefs; how would you define the ideal client-agency relationship.
- C. Provide an overview of your agency's expertise in the marketing services you offer.
- D. Present speculative marketing campaign.

Section 3.3 Speculative Marketing Campaign

If requested, present an oral response that delineates the process you would employ in developing a media campaign designed to promote North Carolina as a premier business location. The overall goal of the campaign should be:

- A. To increase awareness of North Carolina as an attractive business location to company executives and industrial site locators.
- B. To deliver more qualified, measurable inquiries
- C. Measure the effectiveness of the program.

Creative should be illustrated with storyboards or other materials and should include the state's branding, "North Carolina-the state of minds." Collateral materials may be presented using mock-ups and sketches.

The presentation should include other elements of an integrated marketing program which will help the Division meet its goals. These may include, but are not limited to the following elements

- A. Strategy
- B. Brand development, positioning, awareness
- C. Media research and buying
- D. Concept
- E. Creative
- F. Production
- G. Direct mail /electronic marketing
- H. Media Efficiency
- I. Account Management

Distribute two (2) originals and seven (7) copies (3-hole punched and inserted in binder) of a written summary of your oral presentation to members of the Review Panel at the conclusion of your oral presentation. The written summary of your oral presentation will become part of your proposal and ultimately part of any resulting contract.

Section 4

Contract Terms and Conditions

Contract Term

The term of this contract will be for the period on or about **November 1, 2008 through June 30, 2009**. The Department reserves the right to extend this contract for two additional one-year periods. Any extensions will be made by written amendments duly executed by the Contractor and the Department. Vendor performance will be reviewed annually by the Contract Administrator.

For the contract term, November 1, 2008 through June 30, 2009, the contract amount will be \$550,000.00. If the Department extends the contract for two additional one-year periods, the contract amounts will be as follows:

- Term Two (July 1, 2009 – June 30, 2010) - \$550,000.00 *
- Term Three (July 1, 2010 – June 30, 2011) - \$550,000.00 *

*** Note: The contract amounts for Terms Two and Three are subject to increase contingent upon the approval of additional funding.**

Contract Administrator

The Department shall designate one person as the Contract Administrator for this contract. This person will be responsible for the following duties:

- A. The Contract Administrator and liaison for the contract will be named after award. The Contract Administrator will approve the work schedule. Any documents that may be generated as a result of this contract will be submitted to the Contract Administrator for approval.
- B. Determination as to whether the Contractor is satisfactorily performing the services delineated in the contract shall be at the discretion of the Contract Administrator. In the event performance is unsatisfactory, the Contract Administrator shall be responsible for initiating notifications to the Contractor as outlined in the contract. Any desired change in the contract must be approved by the Department's Purchasing Officer.

Contract Document

The contract shall be deemed to include, by verbatim incorporation, the following documents:

1. The Request for Proposal, dated September 23, 2008
2. Any and All RFP Addenda.
3. The offeror's proposal.
4. The acceptance of proposal.
5. Any written amendments to the contract which may be issued. Changes to the contract, or any of its terms and conditions, may be made only by written amendments stipulating the changes to be made and the effective date. Each amendment must be signed by both the Contractor and the Department with prior approval being granted by the Departmental Purchasing Office and the State Division of Purchase and Contract.

Section 5 - Award Criteria

Proposals will be evaluated by an internal review panel on the basis of the following criteria:

1. Written Proposal (Total 85 Points)

- A. Technical - (80 points)
 - Corporate Background and Experience, Financial Statement, Project Organization – (40 points)
 - Past Campaigns – (40 points)
 - Creative Marketing/Media/Brand Identity
 - Tradeshow Management
 - Internet Marketing and Development
- B. Cost – (5 points) - Completeness and Rationale

Note : Offerors must score a minimum of 75 points to be invited for an oral presentation.

2. Oral Presentation/Speculative Marketing Campaign – (15 points)

Maximum Potential of 100 points. - Written Proposal (85) plus Oral Presentation (15)

PRICE PROPOSAL FORM

_____ (Name of Agency) having carefully examined the Request for Proposal (RFP) and having received clarification in accordance with instructions contained in the RFP, the undersigned proposes to furnish services to NCCMD at the following prices:

- A. Commission charged for placement of media advertising _____. Commission will be based on contractor's net placement cost. Commission must be expressed in percentage. Media placement includes market price research, scheduling buys, NCCMD notifications and proof of advertising (tear sheets, etc.)
- B. Hourly rates charged for in-house services. A figure must be placed in **every blank**, requesting an hourly rate. Place a 0 (zero) in any blank where no charge will be made to NCCMD.

Hourly Rate

Account Management	\$_____ per hour
Account Coordination	\$_____ per hour
Strategic Planning	\$_____ per hour
Creative Direction (Print Broadcast)	\$_____ per hour
Art Direction	\$_____ per hour
Mechanical Artwork	\$_____ per our
Production (Print Broadcast)	\$_____ per hour
Public Relations Management	\$_____ per hour
Concept Development/Copywriting	\$_____ per hour
Technical Writing	\$_____ per hour
Desktop Publishing	\$_____ per hour
Market Research & Analysis	\$_____ per hour
Traffic Control	\$_____ per hour
Photo Supervisor	\$_____ per hour
Travel Expenses	\$_____
Operational Expenses	\$_____
Miscellaneous Expenses	\$_____

Signature

Print Name

Date

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The Agency may terminate this agreement at any time by 60 days notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.

11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Workers Compensation: The Contractor shall provide and maintain Workers Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of the Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability: General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - c. Automobile: Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.
18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
21. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
22. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
23. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the State agency responsible for the contract.

Vendor must give notice to the using agency of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a state contract outside of the United States.

EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposal cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The offeror can and will provide the specified performance bond or alternate performance guarantee (if applicable).

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

The Offeror will complete the registration process with the Statewide E-Procurement Service within two days after notification of contract award.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of opening, to furnish the subject services.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

FEDERAL IDENTIFICATION NUMBER: _____

Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18):

Will any of the work under this contract be performed outside the United States? _____ Yes _____ No
(If yes, describe in technical proposal)

BY: _____ TITLE: _____ DATE: _____
(Signature)

(Typed or printed name)

ACCEPTANCE OF PROPOSAL
NORTH CAROLINA DEPARTMENT OF COMMERCE

BY: _____ TITLE: _____ DATE: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED.

Where Service Contracts Will Be Performed

In accordance with NC General Statute 143-59.4 (Session Law 2005-169),
this form is to be completed and submitted with the offeror's (technical) proposal/bid.

Issuing Agency: North Carolina Department of Commerce
Solicitation 43-MarketAd-2008
Agency Contact: Allison Tart (919) 715-5615

Solicitation Title / Type of Services: Advertising Services

OFFEROR: _____
City & State: _____

Location(s) from which services will be performed by the contractor:

Service	City/Province/State	Country
_____	_____	_____
_____	_____	_____
_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:

_____	_____	_____
_____	_____	_____

Location(s) from which services will be performed by subcontractor(s):

Service	Subcontractor	City/Province/State	Country
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):

_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)