

Execution Copy

REQUEST FOR PROPOSALS

Michigan Strategic Fund

Marketing and Communications Public Relations & Digital Marketing

RFP-Doc-3654

REMINDER

Please check your proposal to make sure you have included all of the specifications in the Request for Proposals. In addition, please submit an electronic version of each of the following:

- Technical Proposal (Section III-A);
- Price Proposal (Section III-D);
- Signed Independent Price Determination Certificate (Attachment B); and
- Conflicts of Interest Disclosure (if applicable) (Section II-G).

IMPORTANT DUE DATES

- **June 27, 2011, at 5:00 p.m.:** Questions from potential Bidders are due via email to contracts&grants@michigan.org. Please note: The Michigan Strategic Fund ("MSF") will not respond to questions that are not received by the above date and time. In addition, questions that are phoned, faxed or sent through regular mail will not be accepted.
- **June 30, 2011, by close of business:** Responses to all qualifying questions will be posted on the MEDC's website, www.michiganadvantage.org/mcprfp.
- **July 14, 2011, at 5:00 p.m.:** Electronic versions sent separately of each of your Technical and Price Proposals due to the MSF via email to contracts&grants@michigan.org. **Proposals will not be accepted via U.S. mail or any other delivery method.**

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REQUEST FOR PROPOSAL
Marketing and Communications Public Relations & Digital Marketing
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This Request for Proposals (“RFP”) is issued by the Michigan Strategic Fund (the “MSF”). Under the direction and control of the MSF, the Michigan Economic Development Corporation (the “MEDC”) provides certain administrative services to the MSF. The MSF designates the MEDC Contract and Grants Unit (“C&G”) to be the point of contact with regard to bidding and contractual matters relating to this RFP. C&G will remain the SOLE POINT OF CONTACT throughout the bidding process. All communications concerning this RFP must be addressed to:

Michigan Strategic Fund
Attn: MEDC Contracts and Grants Unit
300 North Washington Square, 2nd Floor
Lansing, Michigan 48913
contracts&grants@michigan.org

SECTION I
WORK STATEMENT

A) PURPOSE

The MSF is seeking a contractor to assist the MSF in the development, planning and execution of media and public relations activities and promotional events in all of MSF’s targeted geographic, industry and audience markets.

B) BACKGROUND STATEMENT AND OBJECTIVES

The MSF, the chief marketing agency for the State of Michigan, is requesting agency proposals for a comprehensive integrated public relations and marketing program. Elements of this program may include but are not limited to strategies which include traditional public relations and outreach, digital and direct marketing, social media, targeted advertising, partnership programs, events and tradeshow and FAM (familiarization) tours. Agencies may elect to prepare a proposal for all or **portions** of the necessary program elements.

In January 2011, MSF and MEDC made the decision to consolidate its marketing and communication program(s) under the Pure Michigan brand. This brand is now in use as the MEDC corporate identity in addition to targeting tourist, business, talent and urban audiences. The Pure Michigan brand has the unique challenge of needing to reach multiple audiences with differing tactics needed to be successful. Both a business-to-business and a business-to-consumer sensibility will be required to effectively develop marketing approaches and tactics for this initiative.

The MEDC marketing and communications plan for fiscal year 2011:

Article II. Marketing and Communications Division

Section 2.01 What We Do

We market Michigan.

Audiences:

1. In-state and out-of-state business.
2. Travel and tourism visitors.
3. Decision-makers; site-selectors, influencers.
4. Media.
5. Arts and cultural affairs organizations.
6. Film and digital media makers.
7. Stakeholders, other state agencies, elected officials.

Section 2.02 How We Do It

1. Executing tourism and business marketing campaigns leveraging the award-winning Pure Michigan brand.
2. Reaching key audiences such as venture capital firms and site selectors through targeted attraction events in partnership with the attraction business development and entrepreneur services unit(s).
3. Assist with outreach directed at the retention and attraction of talent to the state in partnership with the Talent Enhancement/Workforce Development Agency.
4. Support urban initiatives through PR and marketing support.
5. Plan and execute international trade and export missions in partnership with the MEDC business unit, Governor's office and local economic development agencies.
6. Supporting arts and cultural activities that add value and visibility of Michigan's quality of life.
7. Providing information and events that reinforce messaging for MSF and MEDC staff and partners (internal and external audiences).
8. Provide protocol and international assistance to foreign dignitaries and international business leaders.
9. Utilize traditional and new media tactics including PR, digital marketing, social media and experiential marketing.

Section 2.03 MSF and MEDC Major Initiatives & Priorities:

1. Develop and implement Pure Michigan branded marketing and communication strategy for MEDC business marketing, talent, urban, internal and external communications.
2. Support the Pure Michigan brand usage with economic development and business partners.
3. Coordinate efforts and resources with other state departments (MDOT, DNR, etc.).
4. Create and support external and internal communication strategy.
5. Manage speaker opportunities for senior staff.
6. Create and manage calendar and event registration system.

7. Focus on proactive “good news” story creation and support.
8. Continue to expand the reach of the Pure Michigan tourism branding campaign to in-state, national and international audiences.

Section 2.04 Major Initiatives & Priorities for 2011, by business unit:

1. Talent

- a. Job Portal integration and assessment of Michigan Talent Bank.
- b. Integrate former DELEG Workforce Transformation business unit into MEDC (website, agency identity, collateral materials).
- c. Support MichAGAIN program, website and event(s).
- d. Support LiveWorkDetroit! Initiative.
- e. Support Shifting Gears at TechTown.
- f. Support Global Michigan.

2. Business Development

- a. Develop updated messaging for use, including RFP templates for Sales Force, collateral materials, trade show support, website.
- b. Support and execute large-scale tradeshow initiatives; NAIAS, BIO, AWEA, BioMed Device (2) and mid to small sponsorship opportunities with clearly identified pre and post-show business development support, planning and measurable outcomes.
- c. Support export and trade initiatives.
- d. Support international mission trips.
- e. Support all key industry strategies.
- f. Collaborate with CDC partners and marketing teams throughout the state.

3. Entrepreneur Services

- a. Develop updated messaging for use, including RFP templates for Salesforce, collateral materials, trade show support, website.
- b. Work with Entrepreneur Services and local business accelerator networks to market services and resources.
- c. Event and tradeshow support.

4. Policy, Funding and Research

- a. Develop updated messaging for use, including RFP templates for Sales Force, collateral materials, trade show support, website.
- b. Work with research to develop metrics for use in the strategic marketing plan and for use in driving marketing materials.
- c. Event and tradeshow support.
- d. Review and support legislative reporting.

Section 2.05 *Connectivity to Other MEDC Divisions & Initiatives:*

1. All external facing groups, such as Business, Entrepreneur Services, Talent, Urban and Community Development rely on the materials and messaging developed by Marketing and Communications.
2. Business Attraction, Talent Enhancement, and Community Development rely on quality of life messaging from tourism and arts activities.
3. Drive internal communications.

Metrics:

1. Tourism visitor spending.
2. Pure Michigan ROI.
3. Visits to cultural institution partners.
4. Additional metrics being developed include: digital and social media, website conversions, business development and entrepreneur tracking via SF leads, customer satisfaction.

Business-to-business

The MSF and MEDC are passionate about being the best. Our purpose is twofold: to market Michigan and provide the tools and environment to drive job creation and investment. Our pledge: To transform the Michigan economy by growing and attracting business, keeping talented residents here and revitalizing our urban centers.

MEDC Marketing Communications is charged with the telling the Michigan story and selling all the advantages of doing business, living and working here.

Pure Michigan means:

Abundant Talent: Talent is the first thing we're asked about and we have it: The University of Michigan is the No. 1 ranked Public University in North America (World University Rankings, 2010-11), we produce more engineers than all but two mega-states, one of the top states for tech workers as well as advanced manufacturing. Our economy is growing so we're seeking even more talent through initiatives like MichAgain and Global Michigan. MEDC has made talent one of its top goals, one of the few states to do so.

Lower taxes, lower costs: Governor Snyder's new tax plan cuts or eliminates business taxes for most businesses with corporations paying a flat 6 percent tax, the most competitive in the Midwest. This is expected to take Michigan from 48th to top 15.

\$16.7 billion in annual industrial R&D: We make things: Our universities did more than \$1.7 billion in R&D in 2009. Michigan's University Research Corridor rivals nationally known innovation clusters like the Research Triangle and Silicon Valley. Our entrepreneurial and manufacturing prowess is in our DNA.

Using the full spectrum of communication vehicles—earned media, broadcast and print advertising, social media, re-launched Web site (www.MichiganAdvantage.org), tradeshow, job fairs, etc.—we are engaging business decision makers, innovators, entrepreneurs, professionals and students that Michigan is the place with low costs, resources and talent to foster growth. After we've made our case you'll know: Your success begins in Pure Michigan.

The Buzz about Pure Michigan...

If Michigan were a stock, I'd buy a bunch of options:

<http://www.xconomy.com/detroit/2011/04/06/if-michigan-were-a-stock-id-buy-a-bunch-of-options/>

Detroit outgrows Silicon Valley in tech as Ford binges on hires

<http://www.bloomberg.com/news/2011-03-24/detroit-outgrows-silicon-valley-in-tech-as-ford-binges-on-hires.html>

Companies: Gov. Rick Snyder's business tax plan is simple, appealing

<http://www.freep.com/article/20110321/NEWS06/103210334/Companies-Gov-Rick-Snyder-s-business-tax-plan-simple-appealing>

Demand for recruiters up 46% in Detroit metro area over last year

http://www.mlive.com/jobs/index.ssf/2011/04/demand_for_recruiters_up_46_in_detroit_m.html

Newest hot job market for techies: Detroit

<http://www.statesman.com/business/newest-hot-job-market-for-techies-detroit-1353481.html>

Editorial: Cutting business taxes will lead to more jobs and higher wages in Michigan

<http://detnews.com/article/20110313/OPINION01/103130304/Editorial--Cutting-business-taxes-will-lead-to-more-jobs-and-higher-wages-in-Michigan#ixzz1GUgATUpK>

Hiring to jump as state adds jobs at 10 times expected rate

<http://detnews.com/article/20110404/BIZ/104040397/Hiring-to-jump-as-state-adds-jobs-at-10-times-expected-rate>

Job growth in Michigan jumps 3.8% in first quarter

<http://www.freep.com/article/20110404/BUSINESS06/110404045/Job-growth-Michigan-jumps-3-8-first-quarter>

Detroit, Muskegon tops in nation for improved job data

http://mkg.fluencymedia.com/pw/oe/?8OeSi0D1jJn0DwHF-P0AzCsC14-cOu53LV3VsSZJFE2Oi_o9x-hkb4eLJbj3tlWp0

MichAgain program aims to return talented people, investments to Michigan

<http://www.freep.com/article/20110410/COL06/104100443/1002/business/Tom-Walsh-MichAgain-program-aims-return-talented-people-investments-Michigan>

Corporate tax: Why business favors Gov. Rick Snyder's overhaul

http://www.mlive.com/business/westmichigan/index.ssf/2011/04/corporate_tax_why_business_fav.html

Business-to-consumer

The health of the tourism, one of the state's largest industries, is crucial to Michigan's economy. Overall, tourism contributes \$17.2 billion in visitor spending to the state's economy annually, accounting for 153,000 jobs and generating \$964 million in state tax revenues. Michigan is ranked 7th nationally in both total and leisure travel. In order to ensure that Michigan remains competitive and travel continues to be a major contributor to the economy, the State has invested an average of \$5.7 million to \$25 million per year over the past 6 years to promote travel to Michigan through all of Michigan's marketing programs. For 2010, Michigan's tourism promotion budget was \$17.5 million, of which \$12.7 million was spent on media

placement. In 2011 the MSF and MEDC tourism promotion budget is \$25.4 million. For planning purposes, the MSF and MEDC estimates a tourism promotion budget of \$25 million per year for 2012 and 2013 which will be handled through separate contracts.

The state's tourism mission is to increase visitor spending in Michigan. The overall marketing goals are to sell Michigan as the ideal vacation destination, create awareness of michigan.org as a travel planning tool and drive traffic to the web site. To accomplish its mission and goals, the MEDC applies an integrated marketing approach that includes research, electronic media (television, cable and radio), magazine, newspaper, e-marketing (e-newsletter campaigns and web promotions), search engine optimization, outdoor advertising, an annual lure publication (*Michigan Travel Ideas*), media and public relations campaigns, a toll free information number and social media: Facebook, Twitter, Flickr, You Tube and Pure Michigan Blog.

In 2010, michigan.org had 13.2 million user sessions, making it the most popular state tourism Web site in America for the fourth year in a row. All marketing efforts direct potential travelers to the web site. The michigan.org travel website offers information on more than 12,000 Michigan attractions, events, hotels, deals, resorts, campsites, museums, parks, driving tours and other tourism related businesses. The web site also serves as an information source and portal for a majority of Michigan's travel destinations, destination marketing organizations, convention and visitors bureaus and tourism properties. The web site database is continuously updated with the most current information by the travel industry and the MEDC. This has eliminated the need for a massive fulfillment operation and the expense of most brochures and printed materials.

The MEDC uses a Lure-and-Link/Click-and-Count web portal strategy. The approach is to use compelling information and images on the michigan.org site to entice the consumer to find out more by clicking (linking) to a private sector Michigan tourism web site. The MEDC tracks click-throughs for every property on michigan.org and provides a quarterly click-through report to each property and convention and visitor bureau. In 2010 michigan.org reported 6.7 million click-throughs, more than 18,000 per day.

To promote michigan.org, Michigan's advertising programs have included:

- National cable TV advertising (started in 2009)
- Seasonal in-state and out-of-state regional paid advertising campaigns
 - TV
 - Radio
 - Outdoor (billboards)
 - Print: magazine and newspaper
- Pay-per-Click program
- Annual Michigan Travel Ideas magazine

For links to ads and Media Plans, visit – <http://www.travelmichigannews.org/mtr/marketing/>

Marketing efforts focus on reaching high-value customers and converting them into Michigan travelers. Travel Michigan, the travel and tourism arm of the MEDC, is a subscriber to two databases and marketing tools to assist in market planning and impact evaluation. Travel Michigan uses the D.K. Shifflet Directions Travel Survey to measure market share, prioritize and profile target markets, evaluate the performance of competition in key markets and assess potential. Travel Michigan is also a subscriber to the Claritas Prizm Lifestyle Segmentation System, which is used to identify market potential, help define the marketing message and select the most effective media placements in targeted geographic markets. For links to Travel Michigan research, visit – <http://www.travelmichigannews.org/mtr/research/>.

Michigan's target markets are categorized by:

- National -- Travel advertising is designed to showcase what makes Michigan unique and to increase visitation to Michigan from more-distant markets outside the Great Lakes region.
- Awareness markets – Travel advertising markets that generate substantial volumes to Michigan already, but have the potential for further growth. They include Chicago, Cleveland, Indianapolis, Milwaukee, Cincinnati and Southern Ontario (not Toronto), Columbus, Dayton and St. Louis, MO.
- Feeder markets – Nearby markets that feed Michigan with high volumes of travel. They include Toledo, South Bend, Fort Wayne, and Green Bay.
- Michigan markets

Within the National and Awareness market advertising campaigns, the objective is to raise awareness of Michigan as a desirable travel destination, then drive consumers to michigan.org, for additional information and to generate visits from each. That has been achieved through television, cable, radio, newspaper, online and e-marketing, pay-per-click/Search Engine Optimization (SEO), social media outlets and media and public relations. Given the feeder markets high awareness, the advertising campaign objectives are to increase travel volume and the length of stay by promoting short trips/getaways and raising awareness of michigan.org as a vacation planning tool.

The in-state market is similar to the feeder markets in that the objective is to increase travel and the length of stay by raising awareness of michigan.org. Outdoor advertising, radio, a statewide warm weather guide newspaper insertion, e-newsletter, social media, marketing and public relations have made-up the in-state campaign.

A key promotion tool is an e-marketing program, a bi-monthly e-newsletter program and targeted e-mail blast campaigns, along with profiled e-mail address database development. The e-marketing program allows for building customer relationships and promoting Michigan tourism businesses. The MSF and MEDC is looking for additional opportunities and ideas for increasing the e-mail address database particularly to vertical markets, such as golf, skiing, snowmobiling, boating/fishing/camping, and cultural heritage.

In response to past budget issues and the desire to further collaborate with local travel destinations, the MEDC developed a tourism industry dollar-for-dollar advertising matching fund program in 2002. Each partnership was required to strategically fit Michigan's existing marketing strategy and advertising campaign. Individual campaigns utilized various media approaches, i.e., television, radio, outdoor and e-mail blasts. The advertising campaigns were designed to cut through the clutter and heavily promote Michigan featured destinations and michigan.org as a vacation planning tool. To maintain the success and revenue stream, the program has continued, with twenty-four partners in 2010, which contributed \$1.5 million in private-sector funds to the effort. In 2011, the program added opportunities for partners to participate in the national cable television advertising campaign. Three partners signed up as national advertising partners, contributing \$500,000 each to the national cable TV ad buy. For links to more partnership information, visit <http://www.travelmichigannews.org/mtr/marketing>. The advertising agency is responsible for working with the MEDC and its partners to implement the Marketing Partnership Program including media planning, advertising, and creative and placement.

MEDC also has a Pay-Per-Click (PPC) Partnership Program that is designed to promote and increase web traffic to partners' web sites, michigan.org and MichiganAdvantage.org. The MEDC pay-per-click campaigns promote specific programs and initiatives throughout the year. The PPC partnership program allows travel entities (Convention & Visitors' Bureaus and tourism related businesses) to bid on search terms so they

show up in top positions on top search engines, i.e., Google, Yahoo, etc. It is an inexpensive partnership program which provides extended reach and visibility online while allowing an entity to control when and where they appear in search engine listings and at what price. The partnership cost is \$6,100 for a four month PPC program and Travel Michigan matches that for total \$12,200 PPC campaign/partnership. All links from the search engines land on a page specific for that partner on michigan.org. The program objective is to achieve the most traffic at the lowest cost per click and attract visitors to michigan.org and then send them to partner web sites. The e-marketing agency is responsible for working with Travel Michigan and its partners to manage implement the Pay-Per-click Partnership program and generate monthly reports for each partnership. For information on the PPC Partnership Program visit–<http://www.travelmichigannews.org/mtr/ppc/>.

Along with paid advertising campaigns, partnerships, and alliances, the MEDC conducts a wide variety of additional programs to increase travel and business development. These programs include research, information servicing, fulfillment, *Michigan Travel Ideas* (the annual lure publication), social media (Pure Michigan Facebook, Twitter, Flickr, YouTube and Blog), and a variety of media and public relations activities. The MEDC directly conducts some programs, and others are currently conducted through or with assistance from contractors. Website development and maintenance and e-newsletter development are in-house operations, distribution and tracking of the e-newsletter is handled by the e-marketing vendor. The MEDC and Travel Michigan have both in-house and contract research capabilities. Other marketing programs are implemented with the assistance of contractors including the media public relations efforts and the lure publication, *Michigan Travel Ideas* including editorial, production and distribution.

In addition, Travel Michigan, in conjunction with Longwoods International, a research firm specializing in advertising research and return on investment, has been conducting yearly studies assessing the impact of the warm weather season advertising on a national level and regional level (out-of-state markets: Chicago, Cleveland, Indianapolis, Milwaukee, Cincinnati and Southern Ontario (not Toronto), Columbus, Dayton and St. Louis, MO) since 2004. The focus of the study is to show the impact Michigan's advertising has on the perceptions of Michigan as a travel destination, the levels of travel generated by the advertising, and the economic impact of the travel. According to the 2010 study, more than two million visitors, who would not have traveled to Michigan otherwise, spent \$605 million statewide as a direct result of the \$9.8 million 2010 Pure Michigan tourism advertising program. This research revealed that this new visitor spending generated \$43 million in incremental state tax collections, creating a return on investment of \$3.29 for each state dollar spent on tourism advertising.

OBJECTIVES

General:

The main objective of this RFP is to assist MSF in the development, planning and execution of media and public relations activities and promotional events in all of MSF and MEDC's targeted geographic, industry and audience markets. These efforts should be designed and conducted in such a manner as will result in the publication and broadcast of Michigan travel and tourism-related articles and feature stories by print, broadcast and online media in all identified target markets. The overall goal is to increase awareness of *michigan.org* as the official State of Michigan travel web site and drive inquiries to the web site and social media platforms and, to increase awareness of the state of Michigan and a desirable location for business and talent attraction and growth.

The primary measure of success will be the increase in annual visitor spending, the travel ROI as determined by the Longwoods annual study and the volume and quality of business development projects. The selected contractor must be able to work in partnership with MSF and MEDC to develop a media and

public relations strategy that will be a key component of MEDC's advertising and marketing strategy.

Relative to business to consumer, the selected contractor must possess related public relations experience and must have established relationships with media within each targeted market. Relative to business to business, the selected contractor must possess corporate public relations experience and must have established relationships with media within each targeted market.

OBJECTIVES

The main objective of this RFP is to assist the MSF and MEDC in the development and implementation of an integrated public relations and social media program to improve, among business leaders, the positive perception of Michigan as a desirable place to do business and to increase national and in-state business development leads. To assist the Travel unit in implementing and expanding an integrated public relations program that results in increasing leisure visitor spending in Michigan.

Strategic priorities are to:

1. Develop and execute a public relation and social media campaign on behalf of the MSF.
2. Market Michigan, strengthening its reputation externally and internally. Raise brand awareness and recognition of Michigan as a desirable business location nationally and in-state including, but not limited to, the following specific, meaningful measures:
 - a. Strengthen an in-state marketing campaign targeting Michigan business executives that maintains name awareness of the State of Michigan and its economic development resources and promotes those products and services.
 - b. Help the MSF and MEDC identify and build the best communications vehicles for the next four years including better ways to reach customers via smart phones, apps and other emerging communication platforms.
 - c. Create a marketing campaign targeting technology business executives and opinion leaders, both in-state and nationally, resulting in Michigan ranking among the top 10 states as a favorable business location.
 - d. Create a site consultants' marketing strategy that results in Michigan ranking among the top 5 states as a high tech business location.
3. Garner favorable media coverage in out-of-state and national business, sector and trade media.
4. Utilization of cutting-edge digital and social media tools to reach target audiences including talent and urban professionals.
5. Manage both SEO and pay-per-click programs for the MEDC's online assets.
6. Raise brand awareness and recognition of Michigan as a desirable location to work, live or visit.
7. Target best return-on-investment visitors for advertising or other outreach in key geographic markets: Chicago, Cleveland, Indianapolis, Milwaukee, Cincinnati, southern Ontario, Cincinnati, Columbus, Dayton and St. Louis, MO; feeder markets Toledo, Fort Wayne, South Bend and Green Bay.

8. Increase visits to and the use of michigan.org *and its sister site, michiganadvantage.org*
9. Increase use of all MEDC social media platforms for delivering information and interaction with the public.
10. Increase social media followers, likes (fans) and public video and photo postings on all MSF and MEDC media platforms.

2011 Travel Marketing Objectives include:

1. Plan and deploy national and regional Pure Michigan advertising campaigns designed to attract the most visitors spending by out-of-state visitors to Michigan.
2. Measure the results of the FY'11 summer Pure Michigan advertising campaign via an independent advertising return on investment (ROI) study to ensure a positive return on investment for the State of Michigan.
3. Increase number and dollar amount of Pure Michigan advertising partnerships with local communities and tourism organizations and destinations.
4. Conduct and integrate a public relations campaign locally, regionally, nationally and internationally to maximize the promotion of Michigan as a destination and the Pure Michigan brand, including travel journalist familiarization (FAM) tours, press releases and direct media pitching.
5. Conduct and integrate a web, email marketing and social media strategy to maximize the promotion of Michigan as a destination and the Pure Michigan brand.
6. Facilitate the implementation of the Michigan Tourism Strategic Plan with the Michigan Travel Commission.

Travel Michigan's public relations objectives include:

- Increase ad equivalency and circulation/impressions numbers by 10%, in-state and out-of-state;
- Increase interview volume to at least 30/month;
- Establish additional media relationships and provide organizational support for media related events (fam trips, SATW, press conferences, etc.) and;
- Maximize awareness/appreciation for Michigan's travel product/life style, during special events.

This RFP requires a plan that will obtain earned media coverage within the above mentioned markets and nationally that features Michigan travel destinations and opportunities and *michigan.org*, the official State of Michigan travel web site. The plan should promote Michigan's travel seasons: spring/summer, fall and winter; vertical market activities such as golf, skiing, snowmobiling, beaches, fishing, boating, hiking, biking, etc.; and feature compelling Michigan travel experiences, including, but not limited to maritime history/lighthouses, resort golf, soft adventure, urban, beaches and beach towns, etc.

This RFP requires the Contractor to:

- Develop and execute an annual media relations plan that includes a schedule of recommended editorial and promotional activities within each target market;
- Increase awareness of *michigan.org* as the official State of Michigan Web site;
- Increase awareness of “Pure Michigan” social media platforms
- Pitch Michigan travel and tourism stories to print and broadcast media within the targeted geographic markets as well as to national-level media;
- Invite/host travel media familiarization (fam) tours;
- Write various travel and tourism related articles, including weekly features for the *michigan.org* web site; and
- Track and evaluate (ad equivalency value and circulation/impressions) published stories and articles in each market through a clipping service and through acquisition of video and audio tapes following on-air earned-media promotions and/or interviews to serve as a means by which to measure the effectiveness and value of these efforts.

Specific:

The selected contractor must develop and execute annual media and public relations strategic plans for the targeted geographic markets identified below:

The plan must:

- Promote *michigan.org* as the official State of Michigan travel Web site;
- Promote Pure Michigan social media platforms;
- Recommend how best to drive inquiries to *michigan.org* and social media platforms;
- Incorporate Michigan’s seasonal travel periods and the vertical market activities;
- Specify methods the agency will use to obtain earned media within each targeted geographic market and nationally, e.g., media kits, press releases, feature stories, trade-out opportunities, media blitzes, media familiarization trips to Michigan, media and promotional events, etc.; and
- Specify how it will accomplish the tracking and evaluation of Michigan travel and tourism stories and articles generated via print and electronic means.

1. Michigan

Specific objectives are to:

- a) Raise awareness of activities/attractions/features in destination areas;
- b) Increase length of stay by visitors by raising awareness of available activities in popular destination areas in Michigan;
- c) Increase the appeal of traveling in your own state;
- d) Increase awareness of *michigan.org* as the official State of Michigan travel web site;
- e) Promote the monthly e-newsletter sign-up and profiling; and
- f) Raise awareness at Pure Michigan social media platforms.

2. Out-of-state awareness markets (Chicago, Cleveland, Indianapolis, Cincinnati, Milwaukee, Southern Ontario, Dayton, Columbus and St. Louis)

Specific objectives are to:

- a) Sell Michigan as a place that will meet potential visitors' basic needs for travel (relaxation, escape and reconnecting with family or as a couple);
- b) Raise awareness of new activities/attractions/features in destination areas;
- c) Feature the quality of the product and competitive advantages of a Michigan vacation;
- d) Promote compelling Michigan travel experiences, e.g. cities, visiting lighthouses, resort golf, soft adventure, beaches and beach towns;
- e) Promote *michigan.org* as the official State of Michigan travel web site;
- f) Promote the monthly e-newsletter sign-up and profiling; and
- g) Promote Pure Michigan social media platforms.

3. Out-of-state feeder markets (Green Bay, Toledo, Fort Wayne and South Bend)

Specific objectives are to:

- a) Raise awareness of both popular Michigan destination areas and underutilized vacation areas of the state;
- b) Increase length of stay by visitors by raising awareness of available activities in destination areas in Michigan;
- c) Highlight Michigan's convenience and proximity advantage as a vacation destination;
- d) Promote compelling Michigan travel experiences, e.g. cities, visiting lighthouses, resort golf, soft adventure, beaches and beach towns;
- e) Promote *michigan.org* as the official State of Michigan travel Web site;
- f) Promote the monthly e-newsletter sign-up and profiling; and
- g) Promote Pure Michigan social media platforms.

4. National-level media

Specific objectives are to:

- a) Raise awareness of Michigan destinations, activities and attractions;
- b) Raise awareness of the quality of the product and competitive advantages of a Michigan vacation;
- c) Promote compelling Michigan travel experiences, e.g. cities, visiting lighthouses, resort golf, soft adventure, beaches and beach towns;
- d) Promote *Michigan.org* as the official State of Michigan travel web site;
- e) Promote the monthly e-newsletter sign-up and profiling; and
- f) Promote Pure Michigan social media platforms

TASKS

The following is a preliminary statement of the major tasks involved for developing the end product of this project. The selected contractor is not, however, constrained from supplementing this listing with additional steps, sub-tasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques. The selected contractor should develop an annual media and public relations strategic plan for media and public relations and promotional activities in the following markets:

1. In-state market

The plan should incorporate the following key tasks:

- a) Focus on all seven (7) in-state Destination Marketing Area ("DMA") media outlets (Detroit, Grand Rapids/Kalamazoo/Battle Creek, Lansing, Traverse City, Alpena, Marquette and Flint/Saginaw/Midland), including, but not limited to television, radio, daily and weekly newspapers, consumer travel publications, city publications and Internet sites;
- b) Use messages that identify how to get more information about what there is to see and do in Michigan, e.g., *michigan.org*;
- c) Communicate how *michigan.org* can help with trip-planning;
- d) Promote the benefits of signing up and using the monthly e-newsletter as a planning tool;
- e) Develop and distribute unique and newsworthy story ideas, at least quarterly, using traditional and/or non-traditional distribution channels;
- f) Provide recommendations for projects, activities and/or events to kick-off Michigan's spring, summer, fall and winter travel seasons to the media and to the public;
- g) Provide recommendations to incorporate Michigan's vertical market activities of golf, snow skiing, snowmobiling, boating, fishing, hiking, biking, beaches, etc., within public relations initiatives; and
- h) Conduct seasonal media blitzes to the state's major DMA media outlets with Travel Michigan spokesperson.

2. Out-of-state awareness markets: Chicago, Cleveland, Indianapolis, Cincinnati, Milwaukee, Southern Ontario, Dayton, Columbus and St. Louis

The plan should incorporate the following key tasks:

- a) Focus on major media outlets in each awareness market, including, but not limited to television, radio, daily and weekly newspapers, syndicated columnists, consumer travel publications, city publications and Internet sites;
- b) Develop and distribute unique and newsworthy story ideas, at least quarterly, through traditional and/or non-traditional distribution channels;
- c) Provide recommendations for projects, activities and/or events to kick-off Michigan's spring, summer, fall and winter travel seasons to the media and to the public;
- d) Provide recommendations to incorporate Michigan's vertical market activities of golf, snow skiing, snowmobiling, boating, fishing, hiking, biking, etc., within public relations initiatives; and
- e) Conduct seasonal media blitzes to each market's major media outlets with Travel Michigan spokesperson.

3. Out-of-state feeder markets: Green Bay, Toledo, Fort Wayne and South Bend

The plan should incorporate the following key tasks:

- a) Focus on major media outlets in each feeder market, including, but not limited to television, radio, daily and weekly newspapers, consumer travel publications, city publications and Internet sites;
- b) Use messages that identify how to get more information about what there is to see and do in Michigan;
- c) Communicate how *michigan.org* can enhance trip-planning capabilities;
- d) Develop and distribute unique and newsworthy story ideas, at least quarterly, through traditional and/or non-traditional distribution channels;

- e) Provide recommendations for projects, activities and/or events to kick-off Michigan's spring, summer, fall and winter travel seasons to the media and to the public;
- f) Provide recommendations to incorporate Michigan's vertical market activities of golf, snow skiing, snowmobiling, boating, fishing, hiking, biking, beaches, etc., within public relations initiatives; and
- g) Conduct seasonal media blitzes to each market's major media outlets with Travel Michigan spokesperson.

4. National Media

- a) Focus on national media, including, but not limited to: television, radio, newspapers—including syndicated columnists, consumer and industry travel publications and Internet sites;
- b) Develop, distribute and pitch unique and newsworthy story ideas to national-level media, at least quarterly or in association with the publications' editorial calendars;
- c) Provide recommendations to incorporate Michigan's vertical market activities of golf, snow skiing, snowmobiling, boating, fishing, hiking, biking, beach towns, etc.; and
- d) Facilitate a minimum of two familiarization tours for working national-level journalists.

CONTRACTOR RESPONSIBILITIES

The Contractor shall assist in developing and executing public relations strategies. All e-marketing strategies, budgets, and creative execution concepts will be developed, revised, and refined based on qualitative and quantitative performance measurement results.

Identified below are the tasks for the e-marketing program. The Contractor is not constrained from supplementing this listing with additional steps, tasks, or elements deemed necessary to permit the development of additional and alternative components or approaches. The tasks include, but are not limited to, the following:

1. Recommend, design and assist with the implementation of e-marketing programs to improve, among business leaders, the positive perception of Michigan as a desirable place to do business and to increase national and in-state business development leads utilizing Pay Per Click Advertising and Search Engine Optimization.
2. Recommend, design and assist with the development of apps, games and other emerging communications tools that recognize more people are increasingly using smart phones, iPads and other non-PC devices as their main communications source.
3. Recommend, design and assist with the implementation of a social media optimization program generating positive Michigan business publicity through social media marketing methods, online communities and community websites.
4. Recommend, design and assist with the implementation of an Interactive Marketing program utilizing interactive media to promote Michigan as a desirable business location nationally and in-state.
5. Recommend, design and assist with the implementation of an email marketing campaign
6. Recommend, design and implement e-marketing programs targeting repeat and potential visitors utilizing Pay Per Click Advertising and Search Engine Optimization. Prepare and provide monthly

Pay Per Click and Search Engine Optimization reports by channel including site traffic, conversions, an organic ranking analysis and a competitor benchmarking analysis.

7. Recommend, design and implement a social media program generating Michigan tourism publicity through social media marketing methods, online communities and community websites. Prepare and provide monthly social media reports including user activity and engagement, site traffic and conversions.
8. Recommend, design and implement a blog to promote and influence the buying decisions of travel consumers. Prepare and provide monthly blog reports including user activity and engagement, site traffic and conversions.
9. Recommend, design and implement an email marketing campaign to promote and influence the buying decisions of travel consumers. Prepare and provide monthly newsletter reports including bounce rate, open rate, unsubscribe rate, click-through rate, website visits and conversions.
10. Recommend, design and implement an email campaign to communicate with the travel industry. Prepare and provide monthly newsletter reports including bounce rate, open rate, unsubscribe rate, click-through rate, website visits and conversions.
11. Assist the MEDC with the development and coordination of tourism industry and private sector joint partnership programs including Pay-Per-Click and Search Engine Optimization. Prepare and provide monthly Pay-Per-Click including site traffic and conversions.

Please Note: Travel Michigan, the travel and tourism arm of the State of Michigan, has implemented a Decision Support Program that integrates the following components into an ongoing decision making process:

Market potential analysis – Claritas, Inc.'s neighborhood target marketing system, Prizm, is used to analyze market potential. The system will evaluate the lifestyle profiles of our past inquirers, the lifestyle profiles of all Michigan visitors as discerned from available syndicated data, and identify high density clusters of potential customers throughout the Midwest. Additionally, profiles of visitors to competitive states will be developed, by market, to identify the competitive landscape in each current or proposed new market.

Research input – Travel Michigan, through its research contractors, will evaluate both current and proposed markets with a strong emphasis on Designated Market Area awareness, perception monitoring and competitive standing. This information, in combination with Claritas and Shifflet, will provide direction for our promotion campaigns. The research company also will conduct other performance measurement efforts including customer satisfaction surveys, conversion studies and new market testing.

Internal cost analysis – Travel Michigan will be collecting all costs connected to every advertising campaign including creative, media placement, printing, fulfillment, staff time, etc., to generate a true cost per inquiry.

Economic impact analysis – Travel Michigan will be using an economic impact model developed by Michigan State University to apply an estimated economic impact to each inquiry received. The model will be used to generate an estimated economic impact for each advertising campaign, which will then be divided by the associated internal costs to derive a return on investment figure.

Return on investment study – Travel Michigan will engage a research contractor to analyze the results of its tourism promotion efforts, providing return on investment results for all major campaigns.

Execution Copy

Web customer satisfaction analysis – Travel Michigan will engage an online customer satisfaction firm to conduct a continual online survey of michigan.org with the objective of monitoring and actively managing customer responses to functionality and features of the site.

SECTION II RFP PROCESS AND TERMS AND CONDITIONS

A) PRE-BID MEETING/QUESTIONS

A pre-bid meeting will not be held. Questions from Bidders concerning the specifications in this RFP must be received via e-mail no later than **5:00 pm on June 27, 2011**. Questions must be submitted to:

Contracts and Grants
contracts&grants@michigan.org

B) PROPOSALS

To be considered, Bidders must submit a complete response to this RFP, using the format provided in Section III of this RFP, by **5:00 p.m. on July 14, 2011**. No other distribution of proposals is to be made by the Bidder.

The Technical Proposal must be signed in ink of an official of the Bidder authorized to bind the Bidder to its provisions. The proposal must include a statement as to the period during which it remains valid; this period must be at least ninety (90) days from July 14, 2011. The rates quoted in the Price Proposal must remain firm for the period indicated in Section III.

C) ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content and **limited to no more than 30 pages**. Any pages submitted over the maximum of 30 pages, will not be considered.

D) SELECTION CRITERIA

Responses to this RFP will be evaluated based upon a two-step selection process.

The first step is an evaluation of which proposals satisfactorily meet the requirements of this RFP. Proposals will be graded on two criteria for this purpose.

1) Step I – Criteria for Satisfactory Bids

- a) *Proposal Content* – The proposal must address the requirements described in Section III of this RFP.
- b) *Competence, Experience and Staffing Capacity* – The proposal should indicate the ability of the Bidder to meet the requirements of this RFP, especially the time constraints, quality, and recent projects similar to that described in this RFP. The proposal should indicate the competence of the personnel whom the Bidder intends to assign to the project, including education and experience, with particular reference to experience on projects similar to that described in this RFP and qualifications of Bidder's Project Manager and the Project Manager's dedicated management time, as well as that of other key personnel working on this project.

2) Step II – Selection and Award

During the second step of the selection process, proposals will be considered by a Joint Evaluation Committee (“JEC”) comprised of individuals selected by the Contract Manager. Only those proposals that satisfy the requirements described in this RFP, as determined in the sole discretion of the JEC, will be considered for evaluation in Step II. The JEC reserves the right to request additional information from any Bidder.

During the JEC’s review, Bidders may be required to make oral presentations of their proposals to the JEC. These presentations provide an opportunity for the Bidders to clarify the proposals. The MEDC will schedule these presentations, if required by the JEC.

Based on what is in the best interest of the MSF, the MSF will award the Contract considering price, value, and quality of proposals that were approved as a result of this two-step evaluation process.

E) BIDDERS COSTS

The MSF is not liable for any costs incurred by any Bidder prior to signing of the Contract by all parties.

F) TAXES

The MSF may refuse to award a contract to any Bidder who has failed to pay any applicable taxes or if the Bidder has an outstanding debt to the State or the MEDC.

Except as otherwise disclosed in an exhibit to the Proposal, Bidder certifies that all applicable taxes are paid as of the date the Bidder’s Proposal was submitted to the MSF and the Bidder owes no outstanding debt to the State or the MSF.

G) CONFLICT OF INTEREST

The Bidder must disclose, in an exhibit to the proposal, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract.

Except as otherwise disclosed in the proposal, the Bidder affirms that to the best of its knowledge there exists no actual or potential conflict between the Bidder, the Bidder’s project manager(s) or its family’s business or financial interests (“Interests”) and the services provided under the Contract. In the event of any change in either Interests or the services provided under the Contract, the Bidder will inform the MSF regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the MSF’s satisfaction or the Bidder may be disqualified from consideration under this RFP. As used in this Section, “conflict of interest” shall include, but not be limited to, the following:

1. Giving or offering a gratuity, kickback, money, gift, or any thing of value to a MSF or MEDC official, officer, or employee with the intent of receiving a contract from the MSF or MEDC or favorable treatment under a contract;
2. Having or acquiring at any point during the RFP process or during the term of the Contract, any contractual, financial, business or other interest, direct or indirect, that

would conflict in any manner or degree with Bidder's performance of its duties and responsibilities to the MSF or MEDC under the Contract or otherwise create the appearance of impropriety with respect to the award or performance of the Contract; or

3. Currently in possession of or accepting during the RFP process or the term of the Contract anything of value based on an understanding that the actions of the Bidder or its affiliates or Interests on behalf of the MSF or MEDC will be influenced.

H) BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to Bidder's proposal, Bidder is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan. Further, Bidder represents and warrants that it has not been a party to any contract with the State or any public body that was terminated within the previous five (5) years because the Bidder failed to perform or otherwise breached an obligation of such contract.

I) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to Bidder's proposal, there is no criminal litigation, investigations or proceedings involving the Bidder (and each subcontractor, if subcontractors will be used to provide the goods/services requested under this RFP) or any of the Bidder's officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, Bidders must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the Bidder (or, to the extent Bidder is aware, any subcontractor) is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Bidder (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against Bidder (or, to the extent Bidder is aware, subcontractor), by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Bidder is prevented from disclosing under the terms of the settlement may be annotated as such.

J) FALSE INFORMATION

If the MSF determines that a Bidder purposefully or willfully submitted false information in response to this RFP, the Bidder will not be considered for an award and any resulting Contract that may have been executed may be terminated.

K) DISCLOSURE

All Bidders should be aware that proposals submitted to the MSF in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the "Freedom of Information Act" (FOIA). Accordingly, confidential information should be excluded from Bidders' proposals. Bidders, however, are encouraged to provide sufficient information to enable the MSF to determine the Bidder's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of the Contract and any attachments or exhibits thereto.

L) PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in Bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted. IN THE EVENT THAT PROPOSED CHANGES ARE NOT ACCEPTABLE TO THE MSF, THE CONTRACT SHALL BE TERMINATED AND THE MODIFIED CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING.

M) CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be put in writing to each Bidder. The MSF will not respond to telephone inquiries or visitation by Bidders or their representatives. The MSF does not commit to answering questions received after the date and time specified in Section II-A.

N) ELECTRONIC BID RECEIPT

ELECTRONIC VERSIONS OF EACH OF YOUR TECHNICAL AND PRICE PROPOSALS SENT SEPARATELY MUST BE RECEIVED AND TIME-STAMPED BY THE MSF TO contracts&grants@michigan.org, ON OR BEFORE **5:00 p.m. on July 14, 2011**. Bidders are responsible for timely submission of their proposal. THE MSF HAS NO OBLIGATION TO CONSIDER ANY PROPOSAL THAT IS NOT RECEIVED BY THE APPOINTED TIME.

O) RESERVATION OF MSF DISCRETION

Notwithstanding any other statement in this RFP, the MSF reserves the right to:

- 1) reject any and all proposals;
- 2) waive any errors or irregularities in the bidding process or in any proposal;
- 3) rebid the project;
- 4) negotiate with any Bidder for a reduced price, or for an increased price to include any alternates that the Bidder may propose;
- 5) reduce the scope of the project, and rebid or negotiate with any Bidder regarding the revised project; or
- 6) defer or abandon the project.

P) BID PROTEST PERIOD

If a Bidder wishes to initiate a protest of the award recommendation, the Bidder must submit a protest in writing by 5:00 p.m. within fourteen calendar days from the date of the notice of award sent by the MSF. The written protest should include the RFP number, clearly state the facts believed to constitute an error in the award recommendation, and describe the desired remedy. Only the information provided within the protest period will be considered in arriving at a decision. The MSF is not required to take into consideration any material filed by any party after the protest deadline. The MSF's President or designee will provide a written decision to the protesting party after investigating the matter or, if more information is needed, will schedule an informal meeting before issuing a decision.

This decision is final.

To maintain the integrity of the procurement process and to ensure that procurements are received without undue delay, protests requesting a waiver of the following omissions and requirements cannot be granted:

1. Failure of a Bidder to properly complete sealed bid return envelope instructions;
2. Failure of a Bidder to submit the Bid by the due date and time;
3. Failure of a Bidder to provide samples, descriptive literature or other required documents by the date and time specified;
4. Failure of a Bidder to submit a protest within the time stipulated in the notice to award or as determined by the MSF.

In fairness to Bidders who meet specifications and to prevent delays in procurement, the MSF will not withdraw an award or re-evaluate bids when a protest maintains that the RFP specifications were faulty or that a bid exceeding specifications provided a better value than a lower bid meeting specifications.

Q) JURISDICTION

In the event that there are conflicts concerning this RFP that proceed to court, jurisdiction will be in a Michigan court of law. Nothing in this RFP shall be construed to limit the rights and remedies of the MSF that are otherwise available.

SECTION III PROPOSAL FORMAT

To be considered, each Bidder must submit a COMPLETE proposal in response to this RFP using the format specified. Bidder's proposal must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the Bidder to be essential to a complete understanding of the proposal. Each section of the proposal should be clearly identified with appropriate headings:

A) TECHNICAL PROPOSAL

1. Business Organization and History – State the full name, address, and phone and facsimile number of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, the proposal must state whether the organization is licensed to operate in the State of Michigan.
2. Statement of the Problem – State in succinct terms your understanding of the problem(s) presented by this RFP.
3. Narrative – Include a narrative summary description of the proposed effort and of the services(s)/products(s) that will be delivered.
4. Technical Work Plans – Provide a detailed research outline and timelines for accomplishing the work. Include a Project Evaluation Review Technique (PERT)-type display, time related, showing each event, task, and decision point in your work plan.
5. Prior Experience – Describe the prior experience of your organization which you consider relevant to the successful accomplishment of the project defined in this RFP. Include sufficient detail to demonstrate the relevance of such experience. Proposals submitted should include, in this Section, descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed; also include the name, address, and phone number of the responsible official of the client organization who may be contacted.
6. Project Staffing – The Bidder must be able to staff a project team which possesses talent and expertise in the field of research, development finance and banking. Identify a Project Manager and staff assigned by name and title. Include biographies, experience and any other appropriate information regarding the work team's qualification for this initiative. Indicate staff turnover rates. Show where the project team will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the work. Indicate the amount of dedicated management time for the Bidder's Project Manager and other key individuals. Do not include any financials for the contemplated work within the Technical Proposal. Resumes of qualifications should be supplied for proposed project personnel.

Please Note: The MSF further reserves the right to interview the key personnel assigned by the Contractor to this project and to recommend reassignment of personnel deemed unsatisfactory.

7. Subcontractors – List here all subcontractors that will be engaged to accomplish the project described in this RFP; include firm name and address, contact person and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities. Also, the information provided in response to A-5, above, should include detailed information about each potential subcontractor.
8. Bidder's Authorized Expediter – Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the MSF.
9. Additional Information and Comments – Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

B) PRICE PROPOSAL

Provide the cost/rate/price information for all firms/persons named in your Technical Proposal to demonstrate the reasonableness of your Price Proposal. Attach a schedule of all expenses covering each of the services and activities identified in your proposal.

The MSF and MEDC are exempt from federal excise tax, and state and local sales taxes. The Price Proposal should not include taxes.

THE PRICING PROPOSAL MUST BE IDENTIFIED AND SENT SEPARATELY FROM THE TECHNICAL PORTION OF YOUR PROPOSAL ACCORDING TO THE INSTRUCTIONS OF THIS RFP.

Bidders Please Note: Rates quoted in response to this RFP are firm for the duration of the Contract; no price increase will be permitted.

C) PROPOSAL SUBMITTAL

Submit separately marked electronic versions of each of your Technical and Price proposals to the MSF via email to contracts&grants@michigan.org not later than **5:00 p.m. on July 14, 2011**. The MSF has no obligation to consider any proposal that is not timely received. **Proposals will not be accepted via U.S. mail or any other delivery method.**

SECTION IV CONTRACTUAL TERMS AND CONDITIONS

A) CONTRACT TERMS AND CONDITIONS

- 1) The Contract – The proposal selected will be subject to the terms and conditions of the MSF's Professional Services Contract (the "Contract") upon execution of the Contract by the MSF and Bidder. The standard terms and conditions of the Contract are attached to this RFP as Attachment A.
- 2) Term of Work – It is estimated that the activities in the proposed Contract will cover the period September 1, 2011, through September 30, 2013.
- 3) Modification of Service – The MSF reserves the right to modify the requested services during the course of the Contract. Such modifications must be made in writing and may include the addition or deletion of tasks or any other modifications deemed necessary. Any changes in pricing proposed by the bidder resulting from the requested changes are subject to acceptance by the MSF. Changes may be increases or decreases.

In the event changes are not acceptable to the MSF, the Contract shall be subject to competitive bidding based upon the new specifications.

- 4) Subcontracting – The MSF reserves the right to approve any subcontractors for the Contract and to require the bidder, upon award of the Contract, to replace subcontractors that the MSF finds to be unacceptable.
- 5) Award of Contract – The MSF reserves the right to award all or any part of this RFP and, based on what is in the best interest of the MSF, the MSF will award the Contract considering price, value and quality of the bids.

B) CONTRACTOR RESPONSIBILITIES

The selected Bidder will be required to assume responsibility for all contractual activities offered in this RFP whether or not the Bidder performs them. Further, the MSF will consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

C) ACCEPTANCE OF PROPOSAL CONTENT

If awarded a Contract, the contents of this RFP will become contractual obligations. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1) This RFP (including subsequent written clarification provided in response to questions raised by email) and any Addenda thereto; and
- 2) Final Executed Contract.

In the event of any discrepancies between the above documents, the final executed Contract shall control. Failure of the successful Bidder to accept these obligations may result in cancellation of the award.

D) PROJECT CONTROL AND REPORTS

1) Project Control

- a) The selected Bidder (the "Contractor") will carry out this project under the direction and control of the Business Support Unit of the MSF.
- b) The MSF will appoint a Contract Manager for this project. Although there will be continuous liaison with the Contractor team, the Contract Manager will meet with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c) The Contractor will submit brief written monthly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated which should be brought to the attention of the Contract Manager and notification of any significant deviation from previously agreed upon work plans.
- d) Within five (5) working days of the execution of the Contract, the Contractor will submit a work plan to the Contract Manager for final approval. This work plan must be in agreement with Section III-A of this RFP as proposed by the Bidder and accepted by the MSF for contract, and must include the following:
 - (i) The Contractor's project organizational structure.
 - (ii) The Contractor's staffing table with names and titles of personnel assigned to the project. This must be in agreement with staffing of the accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the MSF.
 - (iii) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
 - (iv) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

ATTACHMENT A

PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS

MICHIGAN STRATEGIC FUND
PROFESSIONAL SERVICES CONTRACT WITH
"Name of selected vendor"

The Michigan Strategic Fund (the "MSF") enters into a binding agreement for professional services (the "Agreement") with CONTRACTOR (the "Contractor"). The MSF and Contractor shall sometimes be referred in this Agreement individually as a "Party" or collectively as "Parties."

Contractor: Name
 Address
 Address

Federal I.D. No: xx-xxxxxxx

I. NATURE OF SERVICES

[Contracts and Grants to fill in a description of the Nature of Services based upon the information in the NOI].

II. PERFORMANCE SCHEDULE

Starting Date: MONTH XX, 20XX

Ending Date: MONTH XX, 20XX

The term of this Agreement (the "Term") shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(J) of this Agreement.

III. COMPENSATION INFORMATION

- A) The MSF agrees to pay Contractor an amount not to exceed \$XX.XX during the Term. This amount includes all embedded expenses.
- B) Payment under this Agreement shall be made by the MSF to Contractor upon receipt and approval by the Contract Manager of Contractor's billing statement stating that the work for which payment is requested has been appropriately performed. Contractor shall provide the Contract Manager with Contractor's billing statement on a monthly basis.
- C) All billing statements must reflect actual work done. The specific details of billing statements and payments will be agreed upon between the Contract Manager and the Contractor after the Agreement has been signed and accepted by both the Contractor and the MSF. Payment of the final 15% of the Contract amount shall be made only after the satisfactory completion of the required work, including all reports, and the submission of the final invoice.
- D) Public Act 533 of 2004 requires that payments under this Agreement be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract & Grant Payment Express website (www.cpexpress.state.mi.us).

- E) Changes in the budget will be allowed only upon prior review and written approval by the Contract Manager.
- F) Contractor's billing statement(s) may be subject to a final audit prior to the release of final payment.

IV. MSF CONTRACT MANAGER

Contractor should communicate with the following MSF representative or designee regarding this Agreement:

Elizabeth Parkinson
Michigan Economic Development Corporation
300 N. Washington Square
Lansing, Michigan 48913

V. TERMS AND CONDITIONS

A) Contractor Duties

- 1) Contractor agrees to undertake, perform, and complete the services described in Exhibit A, which is incorporated herein by reference.
- 2) Within seven (7) business days of the last business day of each month, the Contractor will provide a progress report to the MSF Contract Manager. The progress report must contain a brief summary of the work accomplished during that month; the work to be accomplished during the subsequent month; and any problems, real or anticipated which should be brought to the attention of the MSF Contract Manager. Further, this report must provide notice of any significant deviation from previously agreed upon work plans.

B) Independent Contractor

Contractor will act as an independent contractor under this Agreement, and neither Contractor nor any employee or agent or contract personnel of Contractor is, or shall be deemed to be, an employee of the MSF due to this Agreement and the relationship between Contractor and MSF. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- 1) Contractor will provide the services under this Agreement free from the direction or control of the MSF as to means, manners, and methods of performance;
- 2) Contractor has the right and does fully intend to perform services for third parties during the Term;
- 3) Contractor acknowledges that any work product developed by Contractor in performance of this Agreement shall be the sole property of the MSF and the MSF shall have the right to copyright or otherwise protect its rights in and ownership of the work product;

- 4) The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and the MSF shall not hire, supervise, or pay any assistants to help Contractor;
- 5) Neither Contractor nor Contractor's employees or contract personnel shall receive any training from the MSF in the professional skills necessary to perform the services required by this Agreement;
- 6) Neither Contractor nor Contractor's employees or contract personnel shall be required by the MSF to devote full time to the performance of the services required by this Agreement; and
- 7) Contractor does not receive the majority of its annual compensation from the MSF.

The Parties acknowledge and agree that the MSF is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

C) Permits and Licenses

Contractor declares that Contractor has complied with all federal, state and local laws requiring any business permits, certificates or licenses required to carry out the services to be performed under this Agreement, and Contractor will maintain those permits, certificates and/or licenses throughout the Term.

D) Materials

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement. Provided however, to the extent the MSF prints business cards for Contractor to perform its services under this Agreement, Contractor shall reimburse MSF within 10 business days of MSF's request for payment. Provided further, Contractor leases from the MSF a laptop computer ("Equipment"), which Equipment remains the property of MSF and shall be returned to the MSF: (i) immediately upon the request of the MSF, or (ii) upon the Ending Date or earlier termination of this Agreement, whichever shall first occur. The Contractor shall pay the MSF the total sum of \$2000 ("Equipment Lease Amount") for the rental of the Equipment which shall be payable in 4 equal installments of \$500, beginning April, 20XX and continuing on the last day of July 20XX, October 20XX and January 20XX (unless the Equipment is earlier returned to the MSF, in which case the Equipment Lease Amount shall be prorated for the actual months the Equipment is leased by the Contractor). Provided further, in the event Contractor fails to make any payment to the MSF for the Equipment or reimburse the MSF for any printing and copying services, the MSF may automatically deduct the amount owed by Contractor for lease of the Equipment from any payment owed by the MSF to the Contractor.

E) State and Federal Taxes

The MSF will not:

- 1) Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; or
- 2) Make state or federal unemployment compensation contributions on Contractor's

behalf, or withhold state, federal or local income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to all applicable income taxes. If requested by the MSF, Contractor shall provide the MSF with proof that such payments have been made.

F) Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the MSF.

G) Workers' Compensation

The MSF shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor shall cover them with workers' compensation insurance and shall maintain such insurance during the Term. The MSF may, in its discretion, require Contractor to provide evidence of such coverage.

H) Unemployment Compensation

The MSF shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by the MSF under this Agreement.

I) Access to Records

During the Term, and for seven (7) years after the Ending Date, Contractor shall maintain reasonable records, including evidence that the requested services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MSF or its authorized representative at any time during this period.

J) Termination

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination.

The MSF may immediately terminate this Agreement upon written notice to Contractor if Contractor materially breaches its obligations under this Agreement or engages in any conduct which the MSF, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the MSF's reputation or interests. In addition, the MSF may immediately terminate this Agreement upon written notice to Contractor, without further liability to the MSF or the State, its departments, agencies, and employees, if Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery,

falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the MSF, reflects on Contractor's business integrity.

Contractor acknowledges that MSF's performance of its payment obligation is dependent upon the MSF's continued receipt of State funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees: (a) takes any action which fails to provide, terminates or reduces the funding that is related to the source of funding for this Agreement; or (b) takes any action that is unrelated to the source of funding for this Agreement, but affects the MSF's ability to perform obligations under this Agreement, the MSF may terminate this Agreement by providing thirty (30) calendar days notice prior to the effective date of cancellation. In the event, however, that the action of the State Legislature, the State of Michigan or MSF's Board results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of notice to the Contractor. In the event of immediate termination of funding, the MSF will make payment through the effective date of termination for any undisputed services rendered and expenses incurred.

The MSF shall have no obligation to Contractor for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Upon termination, all work product prepared or produced by Contractor pursuant to this Agreement shall be immediately delivered to the MSF. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the MSF.

K) MSF and MEDC Employees

Contractor will not hire any employee of the MSF or MEDC to perform any services covered by this Agreement without prior written approval from the President of the MSF.

L) Confidential Information

Except as required by law, Contractor shall not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Contractor by the MSF (collectively, "Confidential Information") without the prior written consent of the MSF. Confidential Information does not include information obtained by Contractor from third party sources; that is already in the possession of, or is independently developed by, Contractor; that becomes publicly available other than through breach of this Paragraph; or, is released with the prior written consent of the governmental entity or entities that provided the Confidential Information to Contractor. Contractor acknowledges that all information provided by the MSF in connection with Contractor's duties under this Agreement shall be treated as Confidential Information unless otherwise stated in this subsection.

M) Conflict of Interest

Except as has been disclosed to the MSF, Contractor affirms that neither the Contractor, nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business

or other interest, direct or indirect, that would conflict in any manner with Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Contractor further affirms that neither Contractor nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either's employees on behalf of the MSF would be influenced. Contractor shall not attempt to influence any MSF employee by the direct or indirect offer of anything of value. Contractor also affirms that neither Contractor, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Contractor will inform the MSF regarding possible conflicts of interest which may arise as a result of such change. Contractor agrees that conflicts of interest shall be resolved to the MSF's satisfaction or the MSF may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

N) Representations of Contractor

Contractor affirms to the best of its knowledge that it or its owners:

- 1) Do not have any criminal convictions.
- 2) Are not subjects of any pending criminal investigation.
- 3) Are not subjects of any past, present or pending investigations by the Internal Revenue Service or any other federal or state taxing body or court.
- 4) Are not subjects of any past, pending or present litigation regarding its conduct.
- 5) Are not in material default or breach of any contract or agreement that it may have with the State of Michigan, the MSF or any other public body. Contractor further represents and warrants that it has not been a party to any contract with the State, the MSF or other public body that was terminated within the previous five (5) years due to the Contractor's failure to perform or otherwise breached an obligation of such contract.

O) State of Michigan Competitors

Any information or knowledge Contractor gains during the course of this Agreement concerning the economic development efforts of the State of Michigan, the MSF or the business conditions or business community in Michigan shall not be disclosed to any public or private party, sovereign authority or foreign government, during the Term and for a period of two (2) years after the later of the Ending Date, the effective date of termination of this Agreement or so long as any information remains confidential pursuant to any contract, law, treaty, resolution or other enforceable promise.

P) Irreparable Injury

Contractor acknowledges that if it breaches any of its obligations under Paragraphs L and O above, it will cause damages of an irreparable and continuing nature to the MSF, for which money damages alone will not provide adequate relief. Therefore, in addition to all appropriate monetary damages, the MSF is entitled to obtain injunctive relief, including, but not limited to, a temporary restraining order to prohibit the Contractor's continuing breach. The MSF shall have the right to obtain such relief without having to post any bond or other surety.

Q) Indemnification and Contractor Liability Insurance

Contractor shall indemnify, defend, and hold harmless the MSF, its Board, the MEDC, its Executive Committee, its Corporate Board of Directors, and its employees (the "Indemnified Parties") from any and all liability arising out of or in any way related to Contractor's performance under this Agreement, including any liability resulting from any acts of Contractor's employees or agents.

Contractor shall purchase and maintain such insurance to protect the Indemnified Parties from claims that might arise out of or as a result of Contractor's operations. Contractor will provide and maintain its own errors and omissions liability insurance for Contractor's indemnification obligation under this Agreement. The insurance shall be written for not less than One Million Dollars (\$1,000,000) of coverage, but Contractor's indemnification obligation is not limited to this amount.

R) Total Agreement

This Agreement, together with Exhibit A, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Parties.

S) Assignment/Transfer/Subcontracting

Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MSF. Contractor agrees that any of Contractor's future successors or subcontractors will be bound by the provisions of this Agreement, unless the MSF otherwise agrees in a specific written consent. The MSF reserves the right to approve subcontractors for this Agreement and to require Contractor to replace subcontractors who are found to be unacceptable.

T) Non-Discrimination and Unfair Labor Practices

In connection with this Agreement, Contractor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her

race, religion, color, national origin, age, gender, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. In addition, as provided in Executive Directive 2007-24, Contractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of sexual orientation, gender identity or expression, or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. Contractor further agrees that every subcontract entered into in connection with this Agreement will contain a provision requiring nondiscrimination in employment, as required in this Agreement, binding upon each subcontractor.

Pursuant to 1980 PA 278 (the "Act"), MCL 423.321 *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Contractor, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, the MSF may void this Agreement if, after the Starting Date, the name of the Contractor as an employer or the name of the subcontractor, manufacturer or supplier of Contractor appears on the register.

A breach of this Paragraph constitutes a material breach of this Agreement.

U) Jurisdiction

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. By signing this Agreement, Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Contractor resides, in or outside of the United States.

V) Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the services under this Agreement.

W) No Partnership or Agency Relationship

This Agreement does not create a partnership relationship. Further, neither Contractor nor Contractor's employees or other representatives shall hold themselves out to third parties as an agent or representative of MSF, nor shall they have any authority to take any action or enter into any agreement on behalf of MSF.

X) No Third Party Beneficiaries

There are no expressed or implied third party beneficiaries to this Agreement.

Y) Counterparts

This Agreement may be executed in one or more counterparts and by facsimile, electronic mail or .pdf, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Z) Reimbursement

If this Agreement is terminated as a result of the misuse of funds as reasonably determined by the MSF, MSF shall have no further obligation to make any payments to Contractor. Furthermore, Contractor shall reimburse MSF for payments which were expended for purposes other than those described in this Agreement, as well as any funds which were previously disbursed under this Agreement but not yet expended by Contractor.

AA) Survival

The terms and conditions of sections III, V(B), V(E), V(F), V(G), V(H), V(I), V(L), V(O), V(P), V(Q), V(S), V(U), V(W), V(X) and V(Z) shall survive termination of this Agreement.

(remainder of page intentionally left blank)

Execution Copy

The signatories below warrant that they are empowered to enter into this Agreement.

CONTRACTOR ACCEPTANCE:

CONTRACTOR

Dated: _____

Authorized Signer
Title

MSF ACCEPTANCE:

Michigan Strategic Fund

Dated: _____

Mike Pohnl
Fund Manager

ATTACHMENT B

**INDEPENDENT PRICE DETERMINATION AND
PRICES HELD FIRM CERTIFICATION**

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the Bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award directly or indirectly to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- A) Is the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 1, 2, and 3 above; or
- B) Is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 1, 2, and 3 above.

A proposal will not be considered for award if this Attachment B has been altered so as to delete or modify 1 or 3, above. If 2, above, has been modified or deleted, the proposal will not be considered for award unless the Bidder provides, with this Attachment B, a signed statement which sets forth, in detail, the circumstances of the disclosure and the MSF determines that such disclosure was not made for the purpose of restricting competition.

PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted.

Signed_____

Date_____