



# **STATE OF NORTH CAROLINA**

## **Department of Agriculture and Consumer Services**

**Request for Proposal #: 10-RFP-404206157-SD**

**Public Relations/Ad Firm - North Carolina Wine and Grape Council  
(NCWGC)**

**Date of Issue: August 8, 2022**

**Proposal Opening Date: August 31, 2022**

**At 2:00PM ET**

**Direct all inquiries concerning this RFP to:**

**Sally Duncan**

**Procurement Specialist II**

**Email: [sally.duncan@ncagr.gov](mailto:sally.duncan@ncagr.gov)**

# STATE OF NORTH CAROLINA

## Request for Proposal #

### 10-RFP-404206157-SD

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For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

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Vendor Name

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Vendor eVP#

**Note:** For your proposal to be considered, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA**  
**Division of Department of Agriculture and Consumer Services**

<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> <b>Sally Duncan</b> <b>Procurement Specialists II</b> <b>All correspondence with Vendors shall be through the Ariba Sourcing Tool; Questions will be received in the Ariba Sourcing Tool (Only) based on the schedule in Section 2.4</b>	<b>Request for Proposal #: 10-RFP-404206157-SD</b>
	<b>Proposals will be publicly opened: TBD</b>
<b>Using Agency: NCDA&amp;CS – Markets Division</b> <b>Requisition No.: PR12302778</b>	<b>Commodity No. and Description: 801716 - Publicity and marketing support services</b>

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS**. These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
<b>VENDOR’S AUTHORIZED SIGNATURE*:</b>	<b>DATE:</b>	<b>EMAIL:</b>

Proposal Number: **10-RFP-404206157-SD**

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least 120 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of Department of Agriculture and Consumer Services)**

# Contents

- 1.0 PURPOSE AND BACKGROUND .....5
- 1.1 CONTRACT TERM.....5
- 2.0 GENERAL INFORMATION.....5
- 2.1 REQUEST FOR PROPOSAL DOCUMENT .....5
- 2.2 E-PROCUREMENT FEE .....6
- 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS .....6
- 2.4 RFP SCHEDULE .....6
- 2.5 PROPOSAL QUESTIONS .....7
- 2.6 PROPOSAL SUBMITTAL .....7
- 2.7 PROPOSAL CONTENTS .....8
- 2.8 ALTERNATE PROPOSALS .....8
- 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS .....8
- 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....8
- 3.1 METHOD OF AWARD .....8
- 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....9
- 3.3 PROPOSAL EVALUATION PROCESS.....9
- 3.4 EVALUATION CRITERIA .....9
- 3.5 PERFORMANCE OUTSIDE THE UNITED STATES .....10
- 3.6 INTERPRETATION OF TERMS AND PHRASES.....10
- 4.0 REQUIREMENTS .....10
- 4.1 PRICING.....10
- 4.2 INVOICES.....10
- 4.3 FINANCIAL STABILITY .....11
- 4.4 HUB PARTICIPATION .....11
- 4.5 VENDOR EXPERIENCE.....11
- 4.6 REFERENCES .....11
- 4.7 BACKGROUND CHECKS.....11
- 4.8 PERSONNEL.....11
- 4.9 VENDOR’S REPRESENTATIONS .....12
- 4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION .....12
- 4.11 NC COVID-19 VACCINATION AND TESTING REQUIREMENT .....12
- 4.12 FEDERAL COVID-19 VACCINATION REQUIREMENT .....12
- 5.0 SCOPE OF WORK .....12

**5.1 GENERAL INFORMATION .....12**

**5.2 TECHNICAL APPROACH .....14**

**6.0 CONTRACT ADMINISTRATION.....15**

**6.1 PROJECT MANAGER AND CUSTOMER SERVICE .....15**

**6.2 CONTINUOUS IMPROVEMENT.....15**

**6.3 ACCEPTANCE OF WORK.....15**

**6.4 FAITHFUL PERFORMANCE.....15**

**6.5 TRANSITION ASSISTANCE .....15**

**6.6 DISPUTE RESOLUTION .....16**

**6.7 CONTRACT CHANGES .....16**

**6.8 ATTACHMENTS.....16**

**7.0 ATTACHMENT .....17**

**ATTACHMENT A: PRICING FORM .....17**

## **1.0 PURPOSE AND BACKGROUND**

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The solicitation is to secure a qualified Vendor to provide full-service marketing for the North Carolina Wine and Grape Council. The campaigns will aim to change the culture and knowledge surrounding wines produced in North Carolina.

The North Carolina Muscadine Grape Association, Inc. (NCMGA) was established as the North Carolina Grape Growers Association in 1973, changing its name to the North Carolina Muscadine Grape Association in 2007. Now, more than 45 years after its establishment, its purposes remain the same:

To promote research for the purpose of discovering and developing better, or new varieties, methods of production, packing, handling, storing, processing, marketing, and disease control.

To promote through advertising, service work, merchandising, tours, and other means the consumption of grapes and grape products and the use by producers of better nursery stock.

To promote efficient production, packing, handling, storing, processing, and marketing of grapes and grape products

To secure and distribute to its members information and trends relative to the operation and management of the grape business.

Today, the North Carolina Muscadine Grape Association is proud to represent the state's growers, wineries, processors, marketers, and suppliers to the industry. While most members are in North Carolina, the Association also has members from other states. The Association also welcomes muscadine enthusiasts and gardeners to become members.

NCMGA is a non-profit, tax-exempt membership association. It has a Board of Directors elected by the members and one staff person, its Executive Secretary. Representatives from the NC Department of Agriculture & Consumer Services, NC State University, and NC Farm Bureau serve as advisers to the board.

The NC Wine and Grape Council (NCWGC) seeks to hire a single public relations agency to provide campaign marketing management services to assure continuity of brand, production and management efficiencies, and advertising economies of scale.

The Vendor shall use the existing marketing research conducted by University of North Carolina Greensboro (UNCG) for the purpose of planning and implementing this marketing campaign. The Vendor shall provide campaign planning, budgeting, advertising production, advertising placement, advertising management, social media planning and execution, public relations, media relations, and other state-wide marketing support as needed for a three-year period for the NCWGC. The objective of the Vendor is to increase awareness of the NC wine industry, and its producers, by reaching target audiences with measurable results.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

The intent of this solicitation is to award an Agency Specific Contract.

### **1.1 CONTRACT TERM**

The Contract shall have an initial term of one (1) year, beginning on the date of contract award (the "Effective Date").

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## **2.0 GENERAL INFORMATION**

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### **2.1 REQUEST FOR PROPOSAL DOCUMENT**

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

## 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocedurement.nc.gov/>.

### What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocedurement.nc.gov/training/vendor-training>.

## 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this Q and A process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive. The State may exercise its discretion to consider Vendor proposed modifications.**

## 2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	August 8, 2022
Submit Written Questions	Vendor	August 17, 2022 10:00 AM ET
Provide Response to Questions	State	August 22, 2022 2:00 PM ET
Submit Proposals	Vendor	August 31, 2022 2:00 PM ET Microsoft Teams meeting <b>Join on your computer or mobile app</b> <a href="#">Click here to join the meeting</a> <b>Join with a video conferencing device</b> ncgov@m.webex.com Video Conference ID: 111 707 072 8 <a href="#">Alternate VTC instructions</a>



		<b>Or call in (audio only)</b> <a href="tel:+19842041487980324622">+1 984-204-1487,980324622#</a> United States, Raleigh Phone Conference ID: 980 324 622#
Contract Award	State	TBD

## 2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “**RFP # 10-RFP-404206157-SD – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.

4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

## **2.7 PROPOSAL CONTENTS**

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

- a) Cover Letter, must include a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY
- l) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## **2.8 ALTERNATE PROPOSALS**

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods, or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

## **2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

# **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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## **3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions to Vendors Entitled Confidential Information.

### **3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

#### **The State will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

### **3.4 EVALUATION CRITERIA**

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

**BEST VALUE:** "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and

maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

### **3.5 PERFORMANCE OUTSIDE THE UNITED STATES**

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### **3.6 INTERPRETATION OF TERMS AND PHRASES**

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

## **4.0 REQUIREMENTS**

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This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

### **4.1 PRICING**

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### **4.2 INVOICES**

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.**

### **4.3 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

### **4.4 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

### **4.5 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

### **4.6 REFERENCES**

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

### **4.7 BACKGROUND CHECKS**

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so, requested by the State.

### **4.8 PERSONNEL**

Vendor warrants those qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely

manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

**4.9 VENDOR’S REPRESENTATIONS**

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

**4.11 NC COVID-19 VACCINATION AND TESTING REQUIREMENT**

Executive Order 224, signed by Governor Cooper on July 30, 2021, requires all state employees and contractors who may enter facilities at Cabinet Agencies or other participating State Agencies to provide proof of full vaccination or a negative Covid test result within the last seven (7) days. Contractors must follow the requirements of this policy to ensure that their employees are: (1) fully vaccinated or tested weekly, and (2) wearing face coverings where required at Agency facilities. Each Vendor shall certify its acknowledgement and intent to comply with this policy by completing ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY.

**4.12 FEDERAL COVID-19 VACCINATION REQUIREMENT**

President Biden recently issued Executive Order 14042 requiring that all employees working on or in connection with a federal contract be fully vaccinated against COVID-19. By responding to this solicitation, Vendor acknowledges and agrees to comply with the federal COVID-19 vaccination requirements.

**5.0 SCOPE OF WORK**

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**5.1 GENERAL INFORMATION**

**The NC Wine and Grape Council (NCWGC) seeks to hire a single public relations agency to provide campaign marketing management services to assure continuity of brand, production and management efficiencies, and advertising economies of scale.**

**1. Gathered market research conducted by UNCG**

Use current market research to set strategic marketing direction, predict trends, provide measurements, and seek out emerging markets. Previous quantitative and qualitative survey data should be utilized to evaluate the strengths and weaknesses of current strategies and in the formulation of the proposed research plan.

- a) Use information gathered from past focus groups, interviews, observation, secondary research, surveys, field trials, etc. to evaluate and provide actionable data.

<https://research.uncg.edu/spotlight/researchers-develop-plan-for-nc-wine-industry-growth/>

**2. Develop a comprehensive campaign marketing plan**

Develop a comprehensive and measurable campaign marketing plan using a blend of traditional and nontraditional advertising techniques paid and earned media and targeted community outreach strategies.

- a) Utilize research to recommend a media mix and targeted community outreach plan that complements the goals of the NC Wine and Grape Council using a combination of both traditional and non-traditional marketing techniques.
- b) Pursue measurable partnership opportunities with groups such as restaurants, hotels, sports stadiums, retail wine shops, educational wine organizations, industry-specific publications, and/or other similar beverage-related organizations, in addition to groups already identified by the NC Wine and Grape Council.
- c) Design earned and paid media plans that meet measurable objectives.
- d) Develop plans for targeted audience outreach and ways to identify who has been reached.
- e) Assist NCWGC in the development and enhancement of technology-based strategies and programs, including the www.ncwine.org website and product database. Manage and provide quality assurance, as directed. Determine appropriate and cost-effective methods for hosting the website and other online media, web promotion, keyword search optimization and site design to enhance search engine placement.
- f) As part of the annual strategic marketing plan, develop an annual value-added program in which potential marketing and advertising partners are identified and strategies specified for generating new partnership funds or leveraging NCWGC funds to extend North Carolina's marketing reach and frequency. The Vendor shall have primary responsibility for generating, collecting, and reporting all advertising sales and partnership funds.

### **3. Prepare a comprehensive budget**

Provide comprehensive budgets for all facets of the campaign including management, research, media planning and buying, production, public relations, social media development, and other support services.

- a) Develop a budget that includes all Vendor staff time to complete the tasks associated with the scope of work.
- b) Provide a written recommendation of allocation of dollars by media type and market, with detailed rationale, and tools for measurement.

### **4. Produce advertising/marketing assets**

Create top quality advertisements for television, radio, print, mail, out of home, sponsorship, and digital use.

- a) Acquire all necessary artwork, scripts, and other creative materials required to produce advertisements.
- b) Develop print, direct mail, video, and digital marketing materials from concept to final drafts for approval including creative content, graphic design, and layout.
- c) Secure North Carolina talent contracts, film, radio, and postproduction editing crew, locations, and other necessary logistics to produce high quality advertisements.

### **5. Implement a multi-tiered state-wide media buy**

Provide recommendations for media outlets, costs, schedules, expected reach and outcomes. Upon approval, execute placement contracts secured at the best possible unit prices with maximum returns.

- a) Analyze, prioritize, and recommend specific dynamic media buys across various markets in Spanish and English for print, digital, terrestrial radio, streaming radio, streaming TV, broadcast TV, out of home, community sponsorships, etc.
- b) Negotiate, contract, schedule, and implement approved media buys.
- c) Select media and media placement based on primary and secondary research, past tracking inquiries, fulfillment, follow-through on visitors' actions, return on investment studies and measure advertising and creative effectiveness in expanding wine tourism and NC wine sales. Research should also consider future demographic and industry trends.

### **6. Monitor and manage advertising placements**

Monitor all media schedules to assure placements are fulfilled and align with contract obligations and furnish monthly written result reports.

- a) Provide ongoing analytics based on performance of placed media with constantly up-to-date market research on what is the most effective way to reach our target audiences.
- b) Provide detailed web statistics including qualified traffic, demographics, and specific page popularity, and temporally subdivided by hour, day, week, month, year, and year to date.

### **7. Plan and distribute social media**

Provide a detailed and measurable social media action plan which includes crafting themes, drafting content, scheduling distribution, posting, and monitoring pages with the goal of maximizing user engagement.

- a) Develop a measurable social media plan which includes interfacing with fans, monitoring pages, collecting potential ideas for posts, crafting language around ideas, submitting drafts, calendaring approved posts, and executing timely distribution.
- b) Recommend and execute strategies and tactics for effective use of social media, mobile technologies, and other leading-edge technology for reaching the target audiences.

**8. Create a measurable public relations plan**

Develop new plans for targeted community outreach. Help coordinate partnerships and other direct marketing efforts.

- a) Develop plans for specific targeted audience outreach, leveraging shared audience resources where applicable:
  - Wine drinkers aged 21-45 years old
  - Wine drinkers 45 years and older
  - Industry-specific influencers, bloggers, educators, wine travelers/tourism
- b) At the direction of NCWGC and in conjunction with the strategic marketing plan, monitor the effectiveness of the marketing, communication, and advertising program.
- c) Provide support as directed by NCWGC to other wine organizations in the state of North Carolina through the development and execution of initiatives such as co-op advertising programs.
- d) Develop, execute, and track public relations programs in coordination with NCWGC.

**9. Facilitate media relations**

Draft and distribute press releases, prepare enticing pitches for the press, contact potential earned media sources, facilitate interviews, prepare brief talking points, maintain written records of all both successful and unsuccessful approaches and modify future outreach plans accordingly.

- a) Determine the most effective approach for securing earned media and creating ongoing opportunities with the press.
- b) At the direction of NCWGC and in conjunction with the strategic marketing plan, analyze and recommend specific marketing mediums (both paid and unpaid); placed upon the approval of NCWGC.
- c) Monitor placement to ensure accuracy and completion of all paid and unpaid media schedules.
- d) Prepare enticing pitches for the press.
  - Maintain written records of both successful and unsuccessful attempts and modify future outreach plans accordingly.
- e) Facilitate interviews and introductions.
- f) Prepare brief talking points.
- g) Draft and distribute press releases.

**10. Provide guidance and support**

Monitor all internal and external aspects of the campaign marketing plan and provide ongoing guidance to maximize success. Monitor all intellectual property rights and issues.

- a) Work closely with the NCWGC and any other agencies and firms contracted by NCWGC and align advertising and other communications strategies developed on projects and assist with occasional events.
- b) Provide ongoing guidance within areas of competencies as situations and opportunities arise.
- c) Carefully edit language used in every aspect of the campaign and work to maintain brand identity.
- d) Handle all intellectual property issues arising out of the work to be performed under or in connection with the contract(s). This shall include securing permission to use copyrighted or trademarked material or other protected visuals, words, names, music or sounds that will be included in the promotional materials. This also includes researching and registering any necessary copyright or trademark for materials developed under the contract(s). All intellectual property rights shall be vested in the State of North Carolina.

**5.2 TECHNICAL APPROACH**

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP:

- a) The Vendor's detailed approach to accomplishing each of the tasks and deliverables for items 1-10 and the schedule for accomplishing each.
- b) The Vendor shall include a budget for each item, 1-10 that includes the allocation of dollars with detailed rationale, and tools for measurement.



## **6.0 CONTRACT ADMINISTRATION**

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All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall be required to designate and make available to the State a project manager. The project manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

### **6.2 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

### **6.3 ACCEPTANCE OF WORK**

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor's work product shall be based on the following criteria:

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

### **6.4 FAITHFUL PERFORMANCE**

Any Contract may include terms ensuring a vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

### **6.5 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to 3 months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such

transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

**6.6 DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**6.7 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

**6.8 ATTACHMENTS**

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

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ATTACHMENTS START ON THE FOLLOWING PAGE**

## 7.0 ATTACHMENT

### ATTACHMENT A: PRICING FORM

#### FUNISH AND DELIVER

Price is to include, the complete Scope of Work described in 5.1 General.

Item #	QTY.	UOM	DISCRPTION	UNIT PRICE	EXTNDED PRICE
1	1	Lot	Annual Public Relations for the North Carolina Wine and Grape Growers Association	\$ _____	\$ _____
			<b>TOTAL EXTENDED COST (12 Months) Form</b>	<b>TOTAL EXTENDED PRICE</b>	\$ _____

#### 1<sup>ST</sup> Optional Renewal 2023

Item #	QTY.	UOM	DISCRPTION	UNIT PRICE	EXTNDED PRICE
1	1	Lot	Annual Public Relations for the North Carolina Wine and Grape Growers Association	\$ _____	\$ _____
			<b>TOTAL EXTENDED COST (12 Months)</b>	<b>TOTAL EXTENDED PRICE</b>	\$ _____

#### 2<sup>ND</sup> and Final Optional Renewal 2024

Item #	QTY.	UOM	DISCRPTION	UNIT PRICE	EXTNDED PRICE
1	1	Lot	Annual Public Relations for the North Carolina Wine and Grape Growers Association	\$ _____	\$ _____
			<b>TOTAL EXTENDED COST (12 Months)</b>	<b>TOTAL EXTENDED PRICE</b>	\$ _____

**ATTACHMENT B: INSTRUCTIONS TO VENDORS (NOT REQUIRED TO BE RETURNED)**

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**ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS (NOT REQUIRED TO BE RETURNED)**

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION (UPLOAD IN SOURCING TOOL)**

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**ATTACHMENT E: CUSTOMER REFERENCE FORM (UPLOAD IN SOURCING TOOL)**

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**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR (UPLOAD IN SOURCING TOOL)**

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**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION (UPLOAD IN SOURCING TOOL)**

**ATTACHMENT H: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY (UPLOAD IN SOURCING TOOL)**