



**BE MORE**

STATE OF NORTH CAROLINA  
CENTRAL PIEDMONT COMMUNITY COLLEGE  
RFP 88-190024-LB  
OCTOBER 26, 2018



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## COVER LETTER

### **ON BEHALF OF THE TEAM AT MYTHIC,**

I am pleased to deliver a response to the State of North Carolina Central Piedmont Community College RFP #88-190024-LB, for creative campaign development.

We share your belief that Central Piedmont Community College is a vital resource for delivering a high quality education to young adults in our communities and ensuring that we are creating a well educated and highly skilled talent pool to help propel economic growth in the Charlotte-Mecklenburg region. Our passion for helping Central Piedmont Community College thrive reflects our belief that we are especially well suited to developing a branding campaign and segment-specific campaigns that strengthen Central Piedmont's institutional reputation, drive excitement and engagement about the Central Piedmont brand and support strategic student recruitment.

As an agency, and a collection of employees, we have highly relevant experience in areas that are important to your marketing challenge:

- Working with complex client organizations in ever-evolving environments, serving the needs of multiple audiences
- Leveraging research and unearthing insights to create ideas that bring brands to life in fresh and compelling ways
- Developing integrated marketing programs in the public sector that engage diverse audiences in an efficient and effective manner
- Developing engaging content – advertising, social media, websites, radio, print – that educates, celebrates and motivates our key target audiences

As you will see in our enclosed work for Harvest Organics, we understand how to successfully launch a new brand with a complicated and misunderstood product selling proposition. Educating an uncertain and skeptical consumer was a key challenge in that process. Our rebranding work for the Charlotte Ballet demonstrates our ability to find an insight about dancers as athletes that cast the ballet in a new light. For Queens University we overhauled and redesigned all their campaign and collateral assets to better fit within a new brand identity system. We helped SunTrust bank understand that improving financial literacy – via a video and digital media education program – is pivotal in building long-term customer relationships.

Our proven process for brand strategy and creative development ensures a thorough yet efficient way of illuminating the meaningful intersection of the brand, its target audiences and its operating context. This intersection serves as the strategic foundation for defining how we bring the brand to life with creative work that is as strategically grounded, as it is distinctive. This approach reflects our mantra: “create with purpose” – not creative for creative's sake, but creative that drives meaningful connections and brand-building results for our clients.

Hopefully you will find that our proposal outlines a thorough yet practical process for leveraging your existing research and gaining additional input as needed to craft insightful creative briefs that guide the development of effective campaigns. That said, we are open to modifications to our approach to ensure we strike the optimal balance between developmental rigor and budget efficiency.

Lastly, a comment we hope you know, but want to reiterate: we are citizens, students and devoted fans of the Charlotte-Mecklenburg area, deeply invested in its success and passionate advocates for the area's growth. We would be thrilled to be given the opportunity to partner with you to help fulfill your vision for Central Piedmont Community College.

*David Soliday, CEO*



TITLE PAGE

**MYTHIC**

200 SOUTH TRYON STREET  
9TH FLOOR  
CHARLOTTE, NC 28202

**PHONE:** 704-227-0700

**AUTHORIZED REPRESENTATIVE:** DAVID SOLIDAY, CEO

**PROPOSAL NUMBER:** 88-190024-LB



**m/** EXECUTION PAGES



**STATE OF NORTH CAROLINA**  
**Central Piedmont Community College**

Refer ALL Inquiries regarding this RFP to:  
**Lashonda Belk**  
[Lashonda.Belk@cpcc.edu](mailto:Lashonda.Belk@cpcc.edu)  
**704-330-6858**

**Request for Proposal # 88-190024-LB**

**Proposals will be publicly opened: October 26, 2018**

**Contract Type: Open Market**

**Commodity No. and Description: 915- Creative Campaign Services**

**Using Agency: Central Piedmont Community College**

**Requisition No.: N/A**

**EXECUTION**

In compliance with this Request for Proposals, 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 certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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 Contract; 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 your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

VENDOR: <b>MYTHIC</b>		
STREET ADDRESS: 200 South Tryon, 9th Floor	P.O. BOX:	ZIP:
CITY & STATE & ZIP: Charlotte, NC 28202	TELEPHONE NUMBER: 704-227-0700	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: David Soliday, CEO	FAX NUMBER: 704-227-0703	
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 10/26/2018	EMAIL: dsoliday@bemythic.com

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: \_\_\_\_\_ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of Central Piedmont Community College shall affix his/her signature hereto and this document and all provisions of this Request For Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR STATE USE ONLY:** Offer accept and Contract awarded this 18 day of December, 2018, as indicated on the attached certification, by Lashonda Belk

**(Authorized Representative of Central Piedmont Community College)**



### BID ADDENDUM

**FAILURE TO RETURN THIS BID ADDENDUM IN ACCORDANCE WITH INSTRUCTIONS MAY SUBJECT YOUR BID TO REJECTION**

**Bid Number:** 88-190024-LB  
**Description:** Creative Campaign Services  
**Addendum Date:** 10/16/2018

**Bid Opening Date/Time:** 10/26/2018 @ 2:00pm  
**Addendum Number:** 1

**INSTRUCTIONS:**

1. Return one properly executed copy of this addendum with bid response or **prior** to the Bid Opening Date/Time listed above.
2. The following changes are made to the above RFP:

**Questions/Answers are located on page 2.**

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3. Check **ONE** of the following options:

- Bid has **not** been mailed. **Any changes** resulting from this addendum are included in our bid.
- Bid has already been mailed. **No changes** resulted from this addendum.
- Bid has already been mailed. Changes resulting from this addendum are as follows:

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**Execute Addendum:**

**Bidder:** MYTHIC

**Authorized Signature:** 

**Name and Title (Typed):** David Soliday

**Date:** 10/26/2018

# m/ PROJECT ORGANIZATION (5.2)





## STAFFING & ORGANIZATION

# WE ALIGN RESOURCES TO DELIVER EXCELLENCE TO OUR CLIENTS

**Mythic's approach to staffing has always centered around one key element: hiring only the best talent. We are unique in that we leverage a blend of both agency and client side talent enabling us to better understand and translate business strategy to effective marketing programs. In addition, speed, efficiency and accountability are normal expectations for all employees. It is at the core of what we do and a part of our fundamental agency DNA.**

Mythic is organized into three primary groups: Strategy & Planning, Account Management and Creative Services. For each client, we assemble a team that consists of a dedicated lead from each of the four groups working together at the helm. This collaborative approach ensures complete integration and a 360° view while also keeping us unlayered, nimble and focused on the client's goals right from the start.

### SENIOR AGENCY LEADERSHIP

Partner/CEO  
Partner/President & CCO

- Set and manage the strategic direction of the agency
- Provide direction and oversight across all accounts
- Create and deliver a company culture that attracts and retains the best agency talent
- New business development

### STRATEGY & PLANNING

- Develop insights and represent the voice of the customer in idea generation
- Craft strategies balancing customer, brand and competitive opportunities
- Employ leading and emerging practices to transform client marketing
- Manage media, partnerships and key vendor relationships

### ACCOUNT MANAGEMENT

- Lead and manage client and agency team
- Efficiently manage the workflow from strategy through delivery and optimization
- Scoping, scheduling and budgeting

### CREATIVE DESIGN & DEVELOPMENT

- Creating dynamic, engaging offline and online experiences
- Art direction, copywriting, design, brand identity, production, video/photography, editing
- Digital design and development: UX, IA, front-end and back-end development
- Content strategy and development

### OPERATIONS & HR MANAGEMENT

- Manage benefits, recruiting and other human resources functions
- Accounts payable, receivables and accounting
- Supplier and client contract management
- Office management

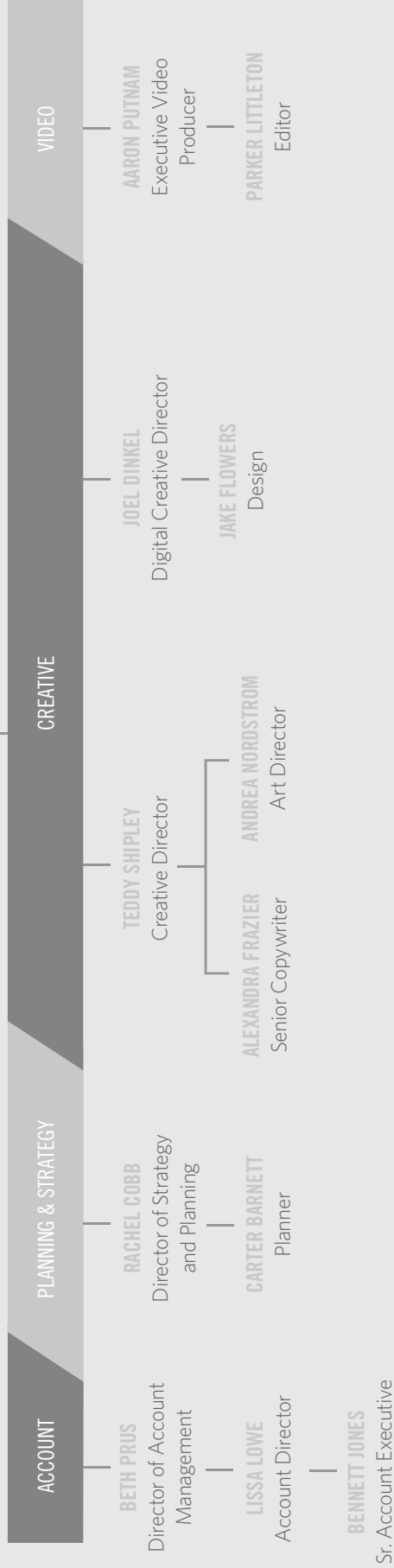


## STAFFING & ORGANIZATION

Based on the proposed staffing plan, the organizational structure would be as outlined below. In the event the staffing plan needs to change due to changes in the SOW, the organizational structure would change accordingly.



**DAVID SOLIDAY & LEE JAMES**  
CEO & CCO/President





## CLIENT SIDE ACCOUNTABILITY MERGED WITH AGENCY SIDE INNOVATION

### DAVID SOLIDAY CEO

David brings with him client-side marketing strategy expertise and integrated marketing program management. David was the SVP – Retail and Small Business Marketing executive for Wachovia Bank with overall responsibility for the retail brand, as well as all products and services marketing strategies. As part of the retail bank leadership team, David optimized marketing performance, leading to a 70% increase in marketing spend and record new household growth.

Before Wachovia, David led various marketing and product teams at Bank of America, most notably leading the launch strategy for one of the most successful new product introductions in the space, Keep the Change. David also led customer loyalty and new media for Domino's Pizza, as well as regional marketing functions.



State of North Carolina -  
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### LEE JAMES cco

Lee James has spent his entire 25-year career on the creative side of the industry. From Dallas and DC to Atlanta and now Charlotte, he has worked at great agencies refining his skills as a creator, inspirer and leader of great work. Lee has found a place of influence among some of the best B2C and B2B brands in the world and feels a strong sense of loyalty and responsibility in working for them. His belief in hard work, an understanding of business goals, creative inspiration and a little luck – typically in that order – are all necessary components in producing the kind of measurable performance today's brands require.

Lee's experience also includes serving as Chief Creative Officer of two multi-cultural agencies: Rojo and Red Latino.

Prior to Mythic, Lee worked across numerous industries on a host of brands including: CPG brands including Coke, Disney, DirectTV, Verizon, HSBC, Bank of America, MBNA, Wachovia, American Century, Citizens, Queens University, United Healthcare, Novant, John Knox Village, and Premier.





**BETH PRUS**  
**DIRECTOR OF ACCOUNT MANAGEMENT**  
**Marketing/Advertising Experience: 18 years**

**Brands:**  
 Premier Health, Bank of America Merchant Services,  
 Duke Energy, Sun Trust, Economic Development of NC,  
 Charlotte Ballet

**Work Philosophy:**  
 My passion lies in pushing beyond the rational - so that the brand can make an emotional connection and, longer term, a two-way relationship that helps drive our business results while also improving our targets life.

**Awards:**  
 JD Power Awards: Best Automotive Website - 2 years in a row for HUMMER.com - Multiple Hatch Awards and Addies



**LISSA LOWE**  
**VP, GROUP ACCOUNT DIRECTOR**  
**Marketing/Advertising Experience: Over 20 years**

**Brands:**  
 Client-side: Levi's, Apple, Intel  
 Other: Harvest Organics, Avon Products, Inc., HP, Qualcomm, Hyatt Hotels & Resorts, Diners Club

(not to mention she spearheaded a book project that became a New York Times best seller in three weeks). She believes in the power of simplicity and that veritable truths lead to greater ingenuity. Motto: all kinds of minds push the human race forward, making the world a brighter place.

**Awards:**  
 1998 American Advertising Federation's "Account Executive of the Year" (Orange County, CA)  
 Silver Addy for Integrated Marketing Campaign (Charlotte, NC)  
 Grand Effie, Global Effie, Grand Kelly Hall of Fame Obie, bronze Cannes Lion (client-side Apple)  
 Various Clios, D&ADs, Communications Arts, One Show pencils (client-side Apple + agency-side)

**Work Philosophy:**  
 An originative thinker, Lissa has driven global campaigns on client, freelancer and agency-sides of the business that changed consumer perceptions for products, and generated brand buzz



**RACHEL COBB**  
**SVP, STRATEGY & PLANNING**  
**Marketing/Advertising Experience: 11 years**

**Brands:**  
 Go RVing, Crescent Communities, Health Credit Services, Premier Health, Healthstat, United Healthcare, Kellogg, Catalyst/Freeman White, Scent Air

**Work Philosophy:**  
 My experience in strategy and brand planning for The Richards Group and Leo Burnett, led me to believe the best work is born out of a simple and believable truth. I am passionate about uncovering insights that help brands mean more, getting consumers to want to engage with brands on an ongoing basis. Helping to give storied brands new life and new legs is one of the most exciting aspects of marketing.

**Awards:**  
 Gold Effie - Pop Tarts Crazy Good, 2006  
 Addy (CLT) for UHC



**TEDDY SHIPLEY**  
**CREATIVE DIRECTOR**

**Marketing/Advertising Experience: 13 years**

**Brands:**  
American & Eifrid, MHI (Materials Handling Industry), Mercedes Benz Financial, Yackin Bank, Teleflex, Thomas Built Buses, Freightliner Trucks, Novant, Healthstat, United Healthcare, Premier

**Work Philosophy:**  
Truly great ideas are rooted in truth. For more than 10 years, I've been pursuing, uncovering and unleashing authentic brand stories across a wide range of categories. I've applied design and creative direction skills to develop award-winning campaigns for everything from truckers to tenors, resorts to refinancing.

**Awards:**  
National AAF Silver Award, Regional AAF Best of Show, Local AAF Best of Show, Local AAF Best of Copywriting, Multiple Local AAF Gold & Silver Awards, Wilmer Shields Illustration Award, Multiple Logos published in LogoLounge book series



**ALEXANDRA FRAZIER**  
**SENIOR COPYWRITER**

**Marketing/Advertising Experience: 7 years**

**Brands:**  
South Carolina Council on Competitiveness, Asten Johnson, Novant, Premier, Healthstat

**Work Philosophy:**  
Respect your audience — they're smarter than you think.

**Awards:**  
Best in Show, Gold and Silver ADDY award winner at local level, Wallie & Golden Tusk award winner, work featured in PRINT magazine, Chronicle of Philanthropy and Best Ads on TV.



**ANDREA NORDSTROM**  
**ART DIRECTOR**

**Marketing/Advertising Experience: 5 years**

**Brands:**  
Healthstat, International Paper, Steritech, Align Paper, Wheaton, IL Chamber of Commerce, United Healthcare, Novant, Premier

**Work Philosophy:**  
Hallmarks of a successful project: curiosity, thoughtfulness, and good storytelling.



**JOEL DINKEL**  
**CREATIVE DIRECTOR**

**Marketing/Advertising Experience: 16 years**

**Brands:**

Velux USA, Sunbrella Fabrics, NC Tourism, Jaws of Life, Premier Inc., Crescent Communities, Novant, Premier, United Healthcare

**Work Philosophy:**

Sometimes the best solution is actually the most simple solution. No matter how good a website may look on screen, if the user experience is bad, so is the site. Simplicity and creativity combined, is key.

**Awards:**

5 x Addy Award winner  
1 Regional Addy Gold winner



**AARON PUTNAM**  
**EXECUTIVE VIDEO PRODUCER**

**Marketing/Advertising Experience: 14 years**

**Brands:**

VELUX, Sunbrella, Levolor, Sonic Automotive, CARSTAR, Meineke, Maaco, Take 5, Echo Park

**Work Philosophy:**

My true passion is storytelling. Both the art and science of it. Meaning, that the best stories in this business are not just engaging and entertaining, but they have a strategic reason for being whether thats selling product or changing perceptions.

**Awards:**

Telly awards, AAF awards, Emmy nominated



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**TECHNICAL APPROACH (5.3)**  
**& TIMELINE (5.7)**



## TECHNICAL APPROACH

# ASSIGNMENT

## SCOPE OF WORK

Central Piedmont Community College seeks an agency partner to develop a branding campaign – and subsequent segmented campaigns – to address the following:

- Reputation – develop and enhance Central Piedmont’s institutional reputation among its core target audiences
- Excitement and Engagement – drive enthusiasm for and excitement about the Central Piedmont brand among key stakeholders and create brand ambassadors to help tell the college’s story
- Student Success/Completion – support strategic student recruitment by intentionally marketing to students with the highest likelihood of success

## DELIVERABLES

Develop and deliver three creative campaigns based on background and strategy that Central Piedmont has already collected and developed:

- Institutional Branding Campaign
- Prospective Student Campaign focusing on potential students aged 15-25
- Parents of Prospective Students Campaign focusing on parents of potential students

Campaigns should be executed across multi-media, including but not limited to: broadcast and cable TV; video; radio; out of home; digital marketing including social media; print – ads and collateral. Campaigns should incorporate a visual nod to each of Central Piedmont’s six campuses in Mecklenburg County. Initial campaigns must be completed by May 30, 2019.

In addition to the campaigns, the agency will be responsible for developing a new college viewbook.

Associated with the development and delivery of campaigns and viewbook, the agency will provide:

- Approval of outlined media strategy or suggestions for a different strategy based on creative executions
- Recommended methods of measurement for the campaigns
- A communications strategy to accompany this brand rollout (internal and external as necessary)





## TECHNICAL APPROACH

<b>PHASE 1</b>	Project Discovery – Immersion/Audit/Implications
<b>PHASE 2</b>	Content/Creative Strategy Development
<b>PHASE 3</b>	Measurement Plan Development
<b>PHASE 4</b>	Creative Campaign Development and Production
<b>PHASE 5</b>	Communications Strategy (internal/external, including media)
<b>PHASE 6</b>	Monitoring, Measurement and Optimization

*Activities, deliverables and timing by phase are outlined on the following pages.*



TECHNICAL APPROACH: PHASE 1

**DISCOVERY**

STEPS		ACTIVITIES	DELIVERABLES	TIMING*
<b>PROJECT KICK-OFF</b>	<ul style="list-style-type: none"> <li>Meet with key clients to initiate project, discuss/confirm goals, expectations, deliverables and timeline</li> </ul>	<ul style="list-style-type: none"> <li>Summary statement of project goals, deliverables, expectations and timelines</li> </ul>	2 days	
<b>IMMERSION</b>	<ul style="list-style-type: none"> <li>Review client's existing research – recently completed branding study</li> <li>Review other secondary research that may provide further strategic context</li> <li>Gather perspective from key CPCC stakeholders and constituents</li> </ul>	<ul style="list-style-type: none"> <li>Summary of existing and secondary research</li> <li>Summary of stakeholder and constituent input</li> <li>Identify info/gaps – what we still need to know</li> </ul>	1 – 2 weeks	
<b>TARGET AUDIENCE ANALYSIS</b>	<ul style="list-style-type: none"> <li>Review client's existing research on key target audiences – current students, prospective students, parents of prospective students</li> <li>Develop initial target profiles that will influence creative strategy</li> </ul>	<ul style="list-style-type: none"> <li>Summary of target audiences insights</li> <li>Target profiles</li> </ul>	1 – 2 weeks	
<b>COMMUNICATIONS &amp; CREATIVE AUDIT</b>	<ul style="list-style-type: none"> <li>Review/analyze CPCC's current communications strategy</li> <li>Review/analyze CPCC's current communications and creative campaigns</li> </ul>	<ul style="list-style-type: none"> <li>Summary of audit findings and strategic implications</li> </ul>	1 – 2 weeks	
<b>SYNTHESIS &amp; FINDINGS</b>	<ul style="list-style-type: none"> <li>Synthesize all information from available research, communications/creative audits</li> <li>Develop and share key findings and strategic implications with clients</li> <li>Begin formulating key measurement considerations</li> </ul>	<ul style="list-style-type: none"> <li>Key findings, insights from Discovery</li> <li>Summary of key implications for CPCC Brand direction and creative strategy development</li> <li>Initial draft of measurement considerations</li> </ul>	1 week	

\*Timing for steps may be overlapping, not necessarily sequential



TECHNICAL APPROACH: PHASE 2 & 3

## CONTENT/CREATIVE STRATEGY DEVELOPMENT

STEPS	ACTIVITIES	DELIVERABLES	TIMING*
<b>STRATEGIC MESSAGING FRAMEWORK</b>	<ul style="list-style-type: none"> <li>Develop CPCC strategic messaging framework that prioritizes key CPCC messages and shows relationship of messages for CPCC Brand campaign, Prospective Student campaign and Parents campaign</li> <li>Client input on strategic messaging framework</li> <li>Revise strategic messaging framework</li> <li>Identify key messages and support points to be conveyed by campaign</li> </ul>	<ul style="list-style-type: none"> <li>Strategic messaging framework draft</li> <li>Revised strategic messaging framework</li> <li>Key messages and support points by campaign</li> </ul>	1 – 2 weeks
<b>CREATIVE BRIEF DEVELOPMENT</b>	<ul style="list-style-type: none"> <li>Using strategic messaging framework, develop creative campaign briefs for:               <ul style="list-style-type: none"> <li>- CPCC Brand campaign</li> <li>- Prospective Student campaign</li> <li>- Parent of Prospective Students campaign</li> </ul> </li> <li>Gain client input on campaign briefs</li> <li>Finalize all three campaign briefs</li> </ul>	<ul style="list-style-type: none"> <li>CPCC Brand campaign</li> <li>Prospective Student campaign</li> <li>Parent of Prospective Students campaign</li> </ul>	1 – 2 weeks

## MEASUREMENT PLAN DEVELOPMENT

STEPS	ACTIVITIES	DELIVERABLES	TIMING*
<b>MEASUREMENT PLAN</b>	<ul style="list-style-type: none"> <li>Formalize key measurement considerations coming out of Immersion/Discovery phase</li> <li>Develop and agree upon overarching success measures, incorporating benchmark data</li> <li>Develop list of key performance indicators (KPIs) based on overall success metrics</li> <li>Develop and agree on performance report and frequency of reporting</li> </ul>	<ul style="list-style-type: none"> <li>Initial Measurement Plan with KPIs</li> <li>Final Measurement Plan</li> </ul>	3 – 4 weeks

\*Timing for steps may be overlapping, not necessarily sequential



## CREATIVE CAMPAIGN DEVELOPMENT

STEPS	ACTIVITIES	DELIVERABLES	TIMING*
<b>CREATIVE DEVELOPMENT</b>	<ul style="list-style-type: none"> <li>Using creative briefs, conceive/generate creative ideas for each creative campaign: CPCC Brand campaign, Prospective Student campaign, Parent campaign</li> <li>Share initial creative concepts with client for input and direction</li> <li>Present modified creative campaign ideas/concepts based on client input</li> <li>Gain client agreement on preferred campaign concepts to pursue/refine</li> </ul>	<ul style="list-style-type: none"> <li>Initial creative concepts for each campaign</li> <li>Revised creative concepts to pursue for refinement</li> </ul>	2 – 3 weeks
<b>CREATIVE REFINEMENT</b>	<ul style="list-style-type: none"> <li>Design and develop approved creative concepts in agreed upon formats for specific media channels (e.g. TV, video, print, digital display, collateral, etc.)</li> <li>Provide final executions for all concepts in approved formats and media types</li> </ul>	<ul style="list-style-type: none"> <li>Finalized creative concept for each campaign</li> <li>Executions in each campaign for all relevant formats/media channels</li> </ul>	2 – 3 weeks
<b>CREATIVE PRODUCTION</b>	<ul style="list-style-type: none"> <li>As requested, take all creative materials to “production ready”; prepare all mechanical art; acquire all necessary artwork, photographs and other creative assets required for the production of advertisements and marketing</li> <li>Provide an itemized estimate for creative production services including but not limited to: television, video, digital development, photography, etc.</li> <li>Secure written approval of each estimate prior to beginning each production service</li> </ul>	<ul style="list-style-type: none"> <li>Final files for each execution</li> <li>Final mechanicals</li> <li>Final digital files (e.g. PSDs)</li> <li>Final broadcast/video units</li> <li>Retouched photos as required</li> <li>Original production estimates</li> <li>Final, approved production estimates</li> </ul>	2 – 8 weeks depending on type of production

\*Timing for steps may be overlapping, not necessarily sequential



TECHNICAL APPROACH: PHASES 5 & 6

## COMMUNICATIONS STRATEGY

STEPS		ACTIVITIES	DELIVERABLES	TIMING*
<b>MEDIA STRATEGY</b>	<ul style="list-style-type: none"> <li>Review client's proposed media objectives and strategy</li> <li>Provide point of view on strengths/weaknesses of proposed media strategy</li> <li>Develop alternate media strategy recommendations as appropriate — for paid, earned and owned media — based on strategic opportunities and creative executions</li> </ul>	<ul style="list-style-type: none"> <li>Point of view on client's proposed media strategy</li> <li>Recommended alternative media strategies</li> </ul>	2 weeks	
<b>INTERNAL COMMUNICATIONS</b>	<ul style="list-style-type: none"> <li>Develop an internal communications plan</li> <li>Develop specific rollout and messaging strategies by internal audience</li> </ul>	<ul style="list-style-type: none"> <li>Internal communications plan with recommended strategies and tactics</li> </ul>	1 – 2 weeks	
<b>EXTERNAL COMMUNICATIONS</b>	<ul style="list-style-type: none"> <li>Develop an external communications plan</li> <li>Develop specific rollout and messaging strategies by external audience</li> </ul>	<ul style="list-style-type: none"> <li>External communications plan with recommended strategies and tactics</li> </ul>	1 – 2 weeks	

## MONITORING, MEASUREMENT AND OPTIMIZATION

STEPS		ACTIVITIES	DELIVERABLES	TIMING*
<b>ANALYSIS</b>	<ul style="list-style-type: none"> <li>Pull data/run analytics from relevant platforms (e.g. google analytics, social media platforms, digital media)</li> <li>Work with clients on tracking and analyzing “brand reputation” measures</li> </ul>	<ul style="list-style-type: none"> <li>Performance analytics</li> <li>Brand tracking assessment</li> </ul>	Ongoing	
<b>REPORTING</b>	<ul style="list-style-type: none"> <li>Develop and share analytics reports with client on agreed upon schedule (e.g. monthly, by campaign, etc.)</li> <li>Provide optimization recommendations based on analytics report</li> </ul>	<ul style="list-style-type: none"> <li>Consolidated Analytics report with optimization recommendations</li> </ul>	Ongoing	

\*Timing for steps may be overlapping, not necessarily sequential



APPROXIMATE TIMELINE

PHASE MONTH 1 JANUARY MONTH 2 FEBRUARY MONTH 3 MARCH MONTH 4 APRIL MONTH 5 MAY MONTH 6 JUNE MONTH 7 JULY

DISCOVERY

CONTENT / CREATIVE STRATEGY

MEASUREMENT PLAN DEVELOPMENT

CREATIVE CAMPAIGN DEVELOPMENT & PRODUCTION

COMMUNICATIONS STRATEGY

CAMPAIGNS BEGIN RUNNING \*

MONITORING, MEASUREMENT & OPTIMIZATION



TECHNICAL APPROACH

# PROJECT MANAGEMENT SKILLS & SYSTEMS FOR SERVICING CLIENTS

Based on Mythic's work with a variety of brands in a mix of public and private sector companies, we have implemented a number of steps and systems to ensure we have strong project management skills for servicing our clients' needs.

All Account Managers go through an onboarding and training program that educates them on the agency's project management processes and tools. During this process they meet with the Director of Project Management and Traffic to ensure roles, responsibilities and processes are clearly defined and understood.

The agency has a dedicated Director of Project Management who oversees all project management processes and quality control on an on-going basis. If and when appropriate, the Director revisits employee training to ensure that any changes or updates to project management tools are understood.

We utilize state of the art project management software (Function Point) to help us organize, manage and monitor all agency projects in a manner that is creative, collaborative and efficient. Because many of our clients have their own project management software, we train our team on other project management software platforms, including Basecamp and Asana. Working with clients on our software or theirs allows us to speed up reviews and approvals as well as enhance quality control.

A key feature of our project management process revolves around implementation of project management "best practices." For example:

- 1 Identify concrete and measurable project goals.
- 2 Develop a clear, comprehensive project plan and timeline.
- 3 Divide the project into actionable phases (e.g. initiation, planning, execution, performance monitoring, etc.).
- 4 Leverage data throughout the process to improve decision-making and ensure we are making progress against objectives.
- 5 Conduct weekly status reports internally and with clients as a standard operating procedure to ensure we review projects every week to monitor progress, revisit responsibilities and address any shifts in priorities.
- 6 For especially hot, high priority projects or phases of a particular project we implement a Daily Hot Sheet, distributed to the agency and client team each morning to ensure mission critical projects are moving with speed and accuracy.

# **m/** AGENCY QUALIFICATIONS (5.4)





## AGENCY OVERVIEW

# MYTHIC.

Our name is rooted in a belief that all brands, regardless of type, size, market value, or category ranking, can **Be Mythic** brands – highly regarded in their category, desired by their customers, revered by the trade.

## HELPING ALL OF OUR CLIENTS' BRANDS BE MYTHIC IS OUR MISSION.

Our passion is to help our clients transform their marketing by creating meaningful connections with customers and prospects that translate into measurable business results.

We operate as strategic lead agency or a partner agency in a multi-agency environment. Regardless of role, we work best when functioning as an extension of your marketing team.

## AN EXTENSION OF THE CPCC TEAM.





CULTURE & VALUES

## **OWN THE WORK.**

Ask tough questions. Answer tough questions. Recognize what's at stake and be accountable at all times.

## **CREATE WITH PURPOSE.**

This is not creative for creative's sake. This is creative that drives results. Every insight, brief and execution must move the needle.

## **FIND A WAY.**

Don't shy away from opportunity — embrace it. Say no to "it can't be done," and yes to hustle.

## **FUEL CURIOSITY.**

Do more than just keep up. Get ahead. Pick up the skills you need to dive headfirst into new projects, then hone, sharpen, refine. Never stop learning.

## **MOVE AS ONE.**

This is not a solo act. Depend on each other. Know that we make the most progress when we share a single, forward direction.





CLIENTS

# HELPING LEADING AND CHALLENGER BRANDS BE MORE.



FIGURE



LEATHER REPUBLIC



LENNAR

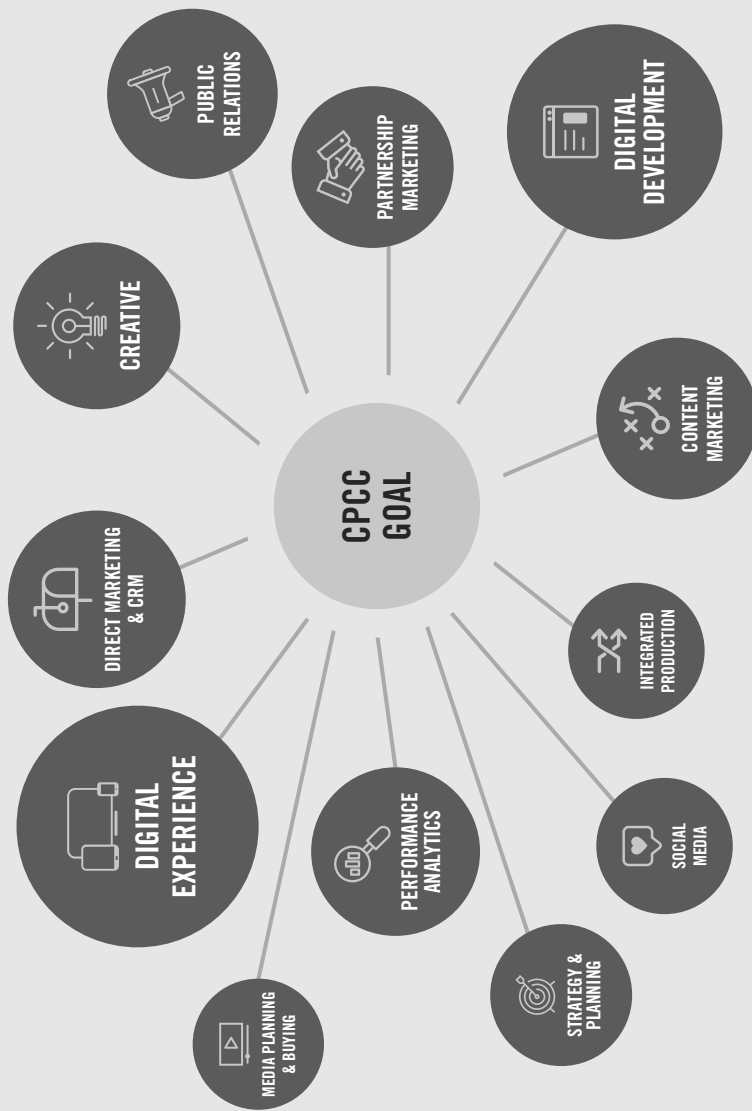




INTEGRATED CAPABILITIES

# INTEGRATED CAPABILITIES FOR TACKLING CHALLENGES AND DRIVING RESULTS.

We develop solutions that deliver the optimal mix of marketing resources and activities to achieve and exceed our clients' business goals.





INTEGRATED CAPABILITIES

## A PROVEN TRACK RECORD IN DIGITAL MARKETING & TECHNOLOGY

Digital Marketing and Technology Services have been a core capability of the agency since inception. Digital marketing and technology expertise enables us to build strategies and programs that both initiate and extend the conversation between our clients' brands and their target audiences. Outlined below are our core digital focus areas.



### DIGITAL CRM:

Consistently manage consumer-centric, data-driven dialogue strategies through multiple channels.



### MOBILE MARKETING:

Engage specialized advertising networks that target specific demographics via mobile devices and specific platforms from a display perspective.



### SEO & SEM:

Plan, design, develop, buy, traffic, test, measure, optimize SEO & SEM.



### MOBILE APP DEVELOPMENT:

Design and develop mobile strategies and mobile apps.



### DISPLAY & NATIVE ADVERTISING:

Concept, design, develop, buy, traffic, test, measure, optimize all forms of display and native advertising, including programmatic.



### EDUCATION PLATFORMS:

Develop consumer insight-based, interactive educational platforms designed to enhance consumer understanding and confidence in decision-making.



### SOCIAL MEDIA/MARKETING:

Manage social strategy, creative development, execution and measurement.



### WEB DESIGN AND DEVELOPMENT:

Develop web-based experiences to drive traffic and engagement. Design is led by user-experience specialists through the wireframe process and into full creative development.



INTEGRATED CAPABILITIES

## CONTENT DEVELOPMENT

Mythic is capable of handling the creation of a wide variety of content, including all assets, graphics, photography, videography and editing. Our teams are well versed in creating meaningful infographics that tell a story. We have photographers on staff whom we utilize for everything from corporate headshots to social media posts to print advertising. We also have an in-house video development and production group, Joyride, that is staffed with videographers, video editors and producers who shoot and edit everything from short videos to television spots for our clients.

### COPYWRITING



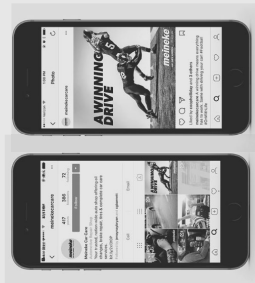
### VIDEO



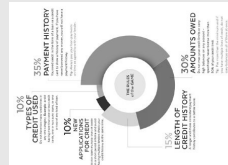
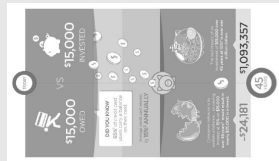
### PHOTOGRAPHY



### SOCIAL MEDIA



### INFOGRAPHICS



### SEO/SEM





INTEGRATED CAPABILITIES

## ANALYTICS: COMMITTED TO GETTING RESULTS

We offer clients a 360° view of their business through performance analytics. We work closely with clients to develop a clear set of goals, KPIs and a measurement plan that we will monitor on a regular basis. Our intent is to track, measure and optimize in order to meet or exceed our agreed upon goals.

### CUSTOMER PROFILING

Segmentation  
Personas  
Customer Journey Mapping  
Qualitative/Quantitative Research



### ADVANCED BIZ SOLUTIONS

Media Mix Modeling  
Forecasting  
Market Structure  
Data Mining



### CAMPAIGN INSIGHTS

Digital Analytics  
Site-Side Analytics  
Brand Trackers  
Dashboarding  
Holistic Reporting



### CRM

Strategy  
Creative  
Digital  
Analytics



## STRATEGIC PLANNING PROCESS

# ESTABLISH THE BRAND'S STRATEGIC FOUNDATION

Our process for discovering and unleashing the potential in a brand focuses on defining and understanding the intersection of the brand, its target audience and its operating context. It is in this intersection where we find the most actionable insights that allow us to define the **meaningful connections** between the brand and target. Such connections serve as the strategic foundation for defining the brand's most authentic purpose and distinctive positioning.







STRATEGIC PLANNING PROCESS

## THE BRAND'S POSITIONING SHOULD DRIVE EVERYTHING FROM BRAND EXPERIENCE THROUGH COMMUNICATIONS

### BRAND POSITIONING

#### BRAND EXPERIENCE

- Brand Framework
- Brand Architecture
- Brand Identity
- Brand Manifesto

#### INTERNAL COMMUNICATION

- Strategy/Brief
- Internal Messaging
- Employee Training
- Sales Support
- Brand Video
- Experience Scripting

#### EXTERNAL COMMUNICATION / EXPERIENCE

- Strategy/Brief
- Brand Campaign
- External Messaging
- Offline & Online Advertising
- Social Influence
- PR & Event Marketing
- Website



# A DISCIPLINED JOURNEY FROM INSIGHT TO OPTIMIZATION

Our planning process for developing brand strategy, creative strategy and communication strategy, is a comprehensive and disciplined approach that involves research, insight, ideation and optimization.



## TARGET

Uncover category motivators and behaviors.

Design a communication approach that articulates meaningful messages.

Create an insight-based brief and engaging messaging and design that motivates action.

Determine if we are effectively reaching and influencing our target.

## BRAND

Identify role and differentiators of the brand.

Define a position that connects with key motivators.

Drive results by developing integrated creative that adapts to people's interests and responses.

Make the brand relevant and meaningful. Create compelling conversations.

## CONTEXT

Assess competitive landscape to identify "white space".

Identify cultural/social trends influencing target mindset.

Identify trends in communication and information consumption across channels.

Explore potential shifts in communication based on current competitive activity.

## MEDIA CHANNEL

Evaluate unique communication challenges and opportunities.

Determine channel role, influence and communication style.

Develop an omni-channel communications plan to reach our target earlier in the funnel.

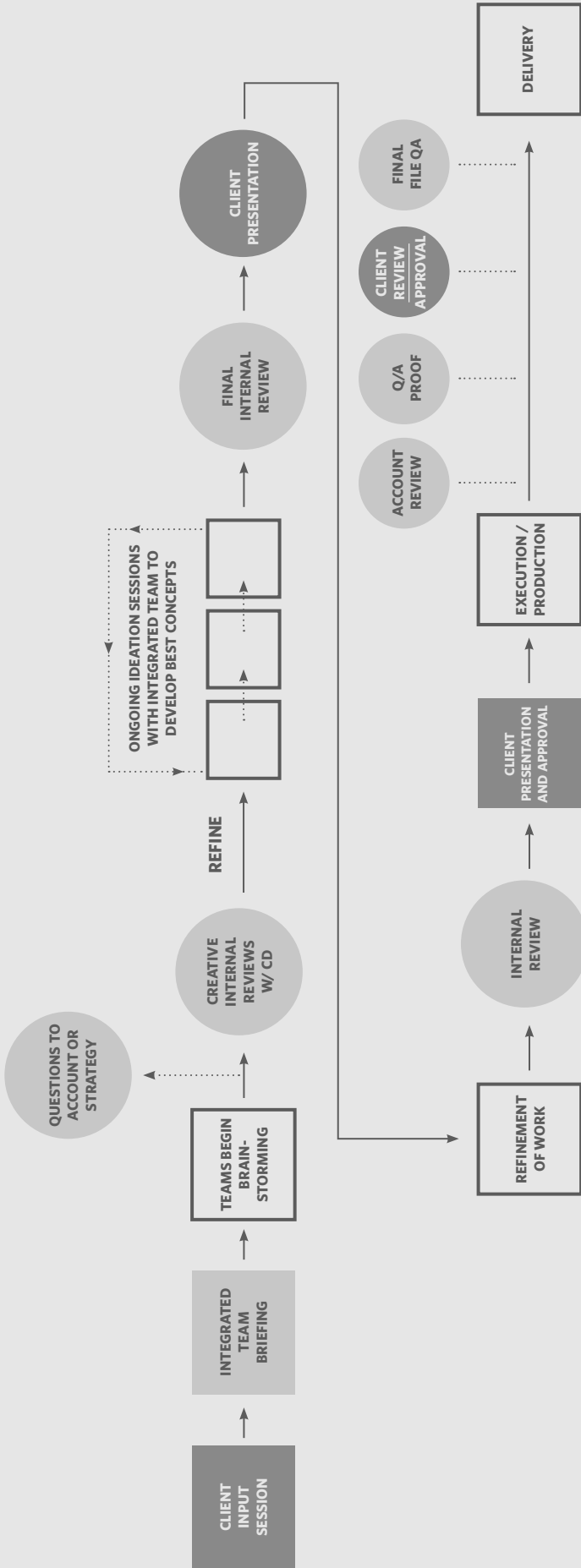
Determine which channels are working best and optimize.



CREATIVE DEVELOPMENT PROCESS

# CROSS-FUNCTIONAL, COLLABORATIVE & CLIENT-CENTRIC

Our creative development process is highly integrated from start to finish, involving all relevant disciplines - strategic planning, account management, creative, media and public relations. It is also designed to be highly collaborative, with client involvement from the initial input stage through production.



# m/ WORK SAMPLES (5.5)



## CHALLENGE

- A challenger brand
  - New brand in an increasingly cluttered, complicated category
  - Limited consumer understanding – high educational hurdle
  - Start-up distribution, little recognition
  - Deep pocketed competitors

## OPPORTUNITY

- Real differentiation: full-circle approach that turns organic waste into both organic soil products and clean energy – a process that closes the loop and fuels true sustainability
- Connect meaningfully with growing consumer desire to find healthier, more sustainable alternatives

## STRATEGY/SOLUTION

- Build the brand positioning around shared purpose – committed to fueling a more sustainable world where organic resources are harvested not wasted
- Connect the brand name to its purpose with the tagline: “Don’t just garden, Harvest”

## RESULTS

- Distribution has expanded from 150+ stores to over 1,000 stores in eighteen months
- Soil sales have hit or exceeded goals
- First “2 for \$12” Potting Mix promotion sold out

DON'T JUST  
GARDEN,  
HARVEST





This is a rose bush.

Organic waste becomes organic soil. It becomes your organic flavor bud. Don't just garden, Harvest.

This is a strawberry.

Unfurl waste becomes fruitful. It becomes fresh. Don't just garden, Harvest.

**THERE IS NO WASTE**  
WHEN WASTE FEEDS FOOD.

BY HARVEST ORGANICS. GARDEN SOILS ARE NOW COMPOSTED.  
VISIT HARVESTORGANICS.COM  
FOR MORE INFORMATION.

3:14 PM

**BETTER BLOOMS. BETTER BITES.**  
From flowers to vegetables, Harvest Organics produces soils for healthier, happier plants.

**GET TO THE ROOT OF CLEAN EATING.**  
Does your soil do as much for you as you do for it? You may think you're growing the best vegetables, but do you know your garden with the best soil? Harvest Organics produces soils for healthier, happier plants. From flowers to vegetables, Harvest Organics produces soils for healthier, happier plants. Visit us at www.harvestorganics.com for more information.

**ORGANIC SOIL = BIG RESULTS.**  
Think organic soil is only good for your vegetable garden? Think again. Plants of all shapes and sizes love the natural benefits of organic soil. Harvest Organics produces soils that keep plants grow strong, producing big, robust blooms.

Clare

12:23 PM

**HOW TO MAKE A MASON JAR HERB GARDEN**

1716,428 views  
Pinterest guide for making a mason jar herb garden for an outdoor apartment.  
Pinterest guide for making a mason jar herb garden for an outdoor apartment.  
View all 24 comments

harvestorganics  
100% organic

12:15 PM

**Harvest Organics**

1716,428 views  
Pinterest guide for making a mason jar herb garden for an outdoor apartment.  
Pinterest guide for making a mason jar herb garden for an outdoor apartment.  
View all 24 comments

harvestorganics  
100% organic

**YOU BUY ORGANIC. WHY NOT GROW ORGANIC?**  
HARVESTORGANICS.COM

Available at **LOWE'S**



**QUEENS**  
**UNIVERSITY**  
*of*  
**CHARLOTTE**

**CHALLENGE**

As Queens University rolled out their new brand identity, they needed a partner to overhaul all campaign and collateral assets within the new system.

**OPPORTUNITY**

- Developed a comprehensive suite of materials leveraging new look, feel and tone
- Developed individual themes for all curriculum paths
- Developed a system of iconography for better visual organization
- Developed custom illustrations for enhanced story-telling

**STRATEGY/SOLUTION**

Bring local flavor, human interest and warmth to an otherwise static brand structure.

**BECAUSE AT  
QUEENS UNIVERSITY,  
IT'S NEVER YES, BUT.**





QUEENS  
UNIVERSITY  
of  
CHARLOTTE

YES. AND.



## THE QUINTESSENTIAL COLLEGE CAMPUS AND THE QUEEN CITY EXPERIENCE.

Sure, Charlotte is one of the most vibrant, fastest-growing metro areas in the country. But it's also more than that. To us, Charlotte is a great big classroom, full of opportunities to take what we know and apply it to the real world.

2,286  
students at Queens



#2  
city for job-seeking college graduates  
-careersite.com



17<sup>th</sup>  
largest city in the U.S.



100%  
of students  
complete internships

Our city's thriving business, healthcare and non-profit sectors create ample opportunities for you to learn and grow through internships, research, service opportunities and even during free time, activities on campus or out on the town.





## CHALLENGE

America has a financial confidence problem. 75% of people say they've experienced some sort of financial stress in the past year and over 50% believe they work for a company that does not care about their financial well-being. SunTrust and employers around the nation wanted to do something about this and they asked Mythic to help.

Backed by 8 Pillars' curriculum, Momentum onUp is more than a program or pep talk. It's changing the conversation between employers and their employees, giving employees a chance to change their relationship with money forever.

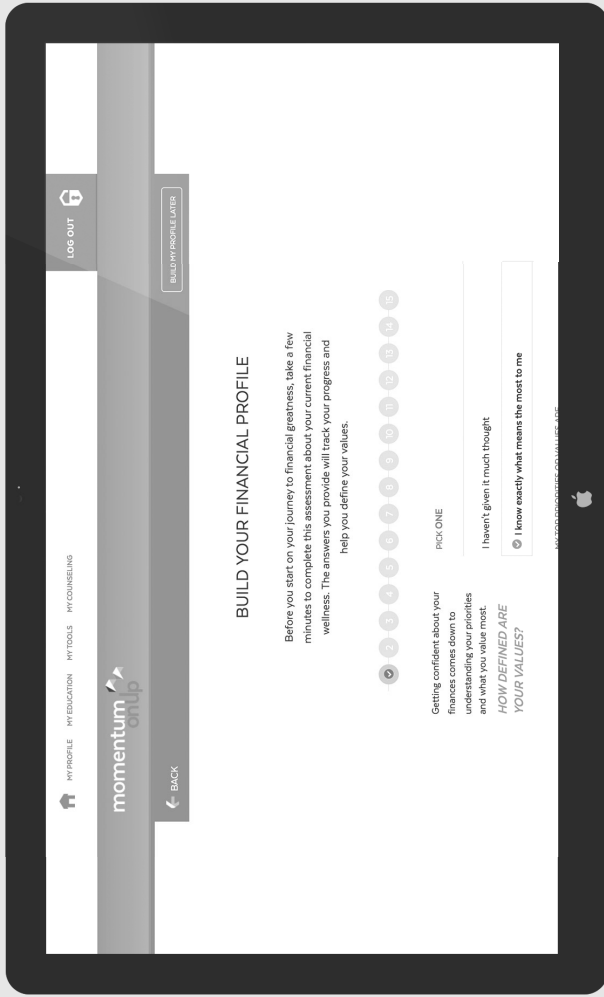
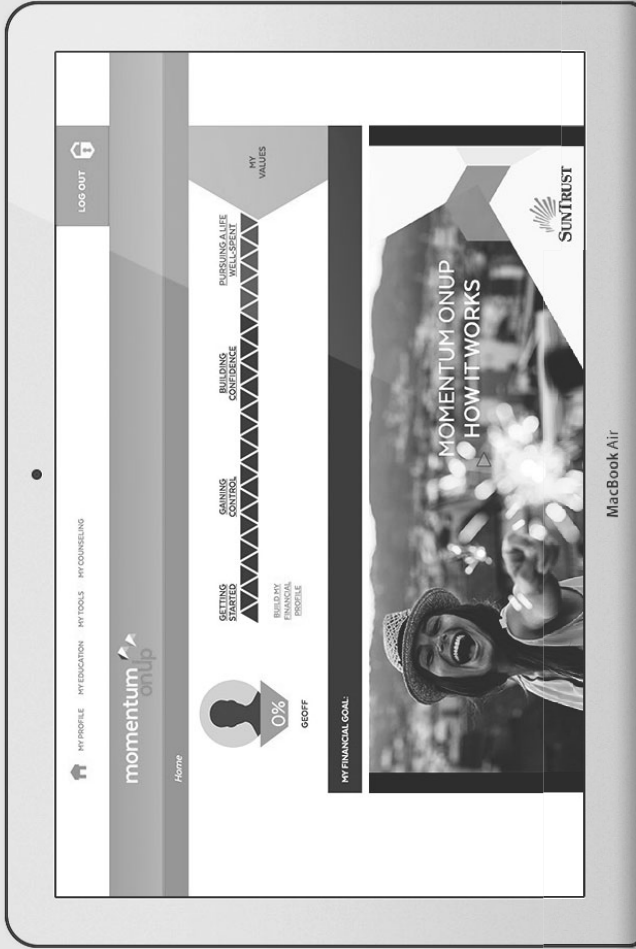
## OPPORTUNITY

Knowing that millennials have the most to gain from a financial education curriculum, we wanted to understand how they best learn and what they currently know (or think they know) about finances. We studied how other financial services companies were talking about financial literacy and identified what was missing from their approaches. Through our research and reviewing 14 hours of the "8 Pillars of Finance" curriculum, we saw a need for new content that was both simple and engaging, especially on more difficult financial topics like estate planning and purchasing a mortgage.

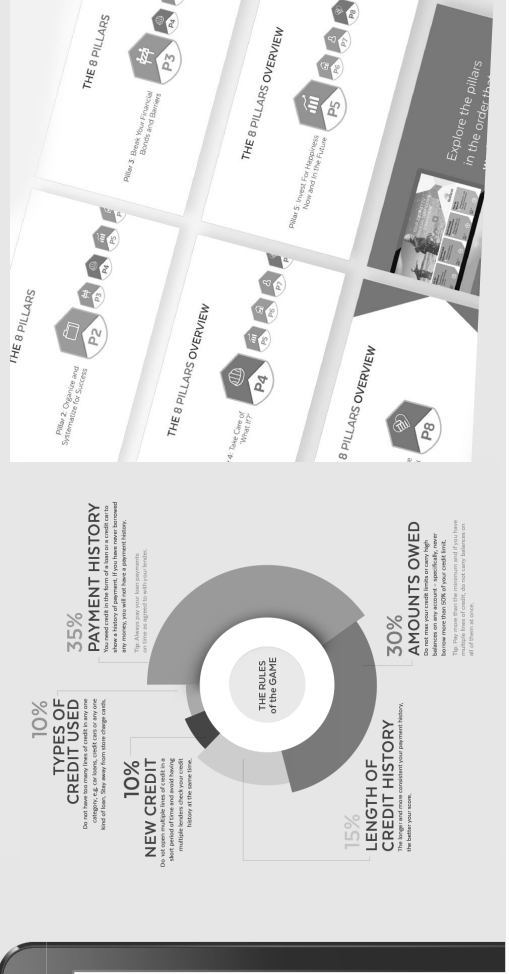
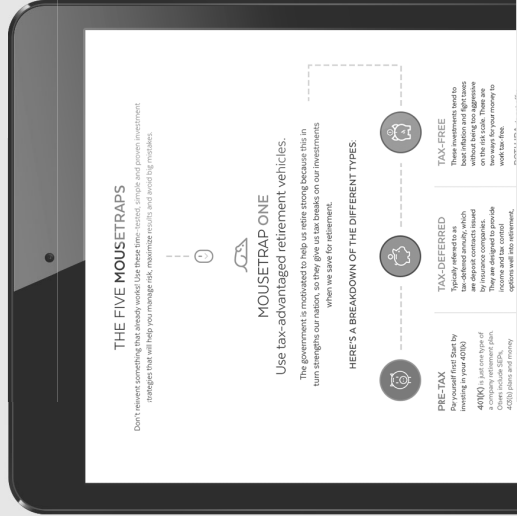
## STRATEGY/SOLUTION

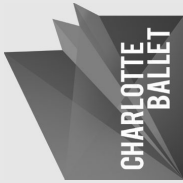
We leveraged the stories of four unique personas and the expertise of the creator of the "8 Pillars" approach, to create content that was easy-to-understand, entertaining and inspiring. We did so in a way that targeted millennials, but could apply universally. We revised, scripted, designed and created 38 unique assets as part of a new 8 Pillars curriculum including short videos, engaging modules, fun infographics, interactive activities, quizzes and checklists. We also worked with SunTrust's brand and digital partners to get Momentum onUp successfully launched for its first pilot.





MacBook Air





## CHALLENGE

Help transform the Charlotte Ballet from being viewed as a narrowly defined arts organization into an entertainment company.

## OPPORTUNITY

- Brand Positioning
- Refreshed Brand Identity
- New Photography
- Messaging Strategy
- Brand Guidelines

## STRATEGY/SOLUTION

Turn performers into athlete celebrities and place them on a bigger than life stage via high impact out-of-home boards, a poster series placed throughout the city, digital display ads and online video.

PRETTY / POWERFUL



PRETTY / POWERFUL

2018/2019 KNIGHTS THEATER

BUY TICKETS AT CHARLOTTEBALLET.ORG

CHARLOTTE BALLET

PRETTY / POWERFUL

2018/2019 KNIGHTS THEATER

BUY TICKETS AT CHARLOTTEBALLET.ORG

CHARLOTTE BALLET

PRETTY / POWERFUL

2018/2019 KNIGHTS THEATER

BUY TICKETS AT CHARLOTTEBALLET.ORG

CHARLOTTE BALLET





# EXPERIENCES AND REFERENCES (5.6)



VENDOR EXPERIENCE & REFERENCES

# EXPERIENCE WITH CLIENTS OF SIMILAR OR GREATER SIZE AND COMPLEXITY

Mythic has extensive experience working with clients of similar or greater size and complexity to CPCC. Provided below is a sampling of such clients and our responsibilities.



**Economic Development Partnership of North Carolina (EDPNC)**  
full service agency of record (please see following slide for details on the relationship)



**Materials Handling Industry (MHI)**  
full service agency of record for global trade association for supply chain and logistics companies



**Cone Health**  
full service agency of record for the fourth largest healthcare network in North Carolina



**Queens University**  
brand creative agency; developed new campaign and collateral assets



**Archery Trade Association (ATA)**  
full service agency of record (please see following slide for details on the relationship)



**Wingate University**  
created video/video assets to support introduction of new campus

In addition, in the Agency Qualifications section of the RFP we have provided a current client roster that includes a variety of large enterprise clients with complex businesses for whom we deliver brand strategy, creative strategy, creative campaigns and communications plans, including: **MetLife, Ally bank, Spectrum** and **United Healthcare**.





VENDOR EXPERIENCE & REFERENCES

Provided below are three (3) references for which we have provided services of substantially similar size and scope to those requested, within the last five (5) years:

	ECONOMIC DEVELOPMENT PARTNERSHIP OF N.C.		ARCHERY TRADE ASSOCIATION		SPECTRUM	
A. Beginning and end dates of contract	September 2017 to Present (Annual SOW)	January 2018 to Present (Annual SOW)	March 2007 to Present – Annual SOW			
B. Services provided and total expenditures	Strategy, Branding, Advertising, Integrated Marketing, Media, PR, Events, Digital, Social, Video – \$493,000 Fees	Branding, Advertising, Integrated Marketing, Media, PR, Trade Shows, Digital, Social, Video – \$590,000 Fees	Strategy, Advertising, Retail, Collateral, Digital – \$2.5MM most recent 2018 SOW			
C. Total number of vendor employees involved	3 FTEs, with nine (9) individuals, involved in the business	4 FTEs, with ten (10) individuals involved in the business	8 FTEs, with twelve (12) individuals involved in the business			
D. Service Complaints	None	None	None			
E. Contracts extended or renewed?	Still working through initial SOW	Still working through initial SOW	Still a client			
F. Contracts terminated for cause?	N/A	N/A	N/A			
G. Client contact information	<b>Michael Ebert</b> Vice President, Marketing & Research O 919.447.7735 M 336.813.3173 michael.ebert@edpnc.com	<b>Allison Jasper</b> Senior Director - Marketing & Communications 716.392.3190 allisonjasper@archerytrade.org	<b>Cindy Heitsman</b> Senior Marketing Director 203-428-0826 Cindy.Heitsman@charter.com			



# ATTACHMENTS

Attachment A: Pricing

Attachment B: Instructions to Vendors

Attachment C: N.C. General Contract Terms & Conditions

Attachment D: Location of Workers

Attachment E: Certification of Financial Condition

Attachment F: Supplemental Vendor Information

Attachment G: Certificate of Insurance Requirements

**ATTACHMENT A: PRICING**

Description	Pricing
Institutional Branding Campaign, (including any agency time and production costs) <small>NOTE: Includes College Viewbook; assumes some creative conceping time, concepts and assets developed for Institutional Brand campaign will be used for Student and Parent campaigns.</small>	\$ <u>96,750.00</u>
Prospective Students Campaign (Aged 15-25), (including any agency time and production costs) <small>NOTE: Assumes use of some creative conceping time and creative assets will be picked-up from Institutional Brand campaign</small>	\$ <u>55,500.00</u>
Parents of Prospective Students Campaign (Aged 15-25), (including any agency time and production costs) <small>NOTE: Assumes use of some creative conceping time and creative assets will be picked-up from Institutional Brand campaign</small>	\$ <u>44,200.00</u>
<b>Total Bid Cost for Initial "Upcoming" Campaigns</b>	<b>\$ <u>196,450.00</u></b>

Optional Costs (May be purchased on an as needed basis)

Description	Job Title	Hourly Rate
Creative Development for additional campaigns, as noted in Section 5.8.	<u>CEO/CCO/CMO</u>	\$ <u>270.00</u>
	<u>Account Director</u>	\$ <u>125.00</u>
	<u>Account Supervisor</u>	\$ <u>100.00</u>
	<u>Account Executive</u>	\$ <u>90.00</u>
	<u>Strategic Planning Director</u>	\$ <u>175.00</u>
	<u>Strategic Planner</u>	\$ <u>95.00</u>
	<u>Creative Director</u>	\$ <u>175.00</u>
	<u>Associate Creative Director</u>	\$ <u>135.00</u>
	<u>Sr. Copy Writer</u>	\$ <u>110.00</u>
	<u>Copy Writer</u>	\$ <u>90.00</u>
	<u>Designer</u>	\$ <u>90.00</u>
	<u>Production Management</u>	\$ <u>110.00</u>
		\$ _____
	An alternative to pricing by rate card would pricing by blended rate based on type of project; e.g. a strategy project; creative campaign development; or pure creative services execution.	<u>Blended Rate Strategy Project</u>
<u>Blended Rate Campaign/Advertising</u>		\$ <u>125.00</u>
<u>Blended Rate Creative Services</u>		\$ <u>110.00</u>
		\$ _____
		\$ _____

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

---

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting proposals.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the RFP) in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

10. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
- All copies of the proposal are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
12. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the proposal of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
13. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
14. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
15. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

16. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
17. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this RFP. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
18. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
20. **WITHDRAWAL OF PROPOSAL:** a proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request shall be submitted on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
21. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.
22. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.
23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
24. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

**ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverable items under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

In the event of default by the Vendor, the State may procure the goods and Services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

- a) Vendor grants the State a personal non-transferable and non-exclusive right to use and access, all Services and other functionalities or Services provided, furnished or accessible under this Agreement. The State may utilize the Services as agreed herein. The State is authorized to access State Data provided by the State and any Vendor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State Data. This shall include the right of the State to, and access to, Support without the Vendor requiring a separate maintenance or support agreement unless otherwise specifically agreed in writing. User access to the Services shall be routinely provided by the Vendor and may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. In the absence of an SLA, the Vendor agrees to provide the Services at least in the manner that it provides accessibility to the services to comparable users.
- b) The State's right to access the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, nor does this right of access transfer, vest, or infer any title or other ownership right in any intellectual property associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor has a limited, non-exclusive license to access and use any State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein. Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State's normal business hours (unless different hours are specified herein). Vendor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor's users for similar Services. Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.
- c) Vendor will provide to the State the same Services for updating, maintaining and continuing optimal performance for the Services as provided to other similarly situated Users of the Services, but minimally as provided for and specified herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of the Vendor. Any training specified herein will be provided by the Vendor to specified State users for the fees or costs as set forth herein or in an SLA.
- d) Some Services provided online pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any clickwrap agreement provided with

any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.

- e) If Vendor modifies or replaces the Services provided to the State and other comparable users, and if the State has paid all applicable Fees, the State shall be entitled to receive, at no additional charge, access to a newer version of the Services that supports substantially the same functionality as the then accessible version of the Services. Newer versions of the Services containing substantially increased functionality may be made available to the State for an additional subscription fee. In the event of either of such modifications, the then accessible version of the Services shall remain fully available to the State until the newer version is provided to the State and accepted. If a modification materially affects the functionality of the Services as used by the State, the State, at its sole option, may defer such modification.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or Services offered prior to their delivery, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
7. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers,



agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

- a. Vendor warrants to the best of its knowledge that:
  - i. The Services do not infringe any intellectual property rights of any third party; and
  - ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b. Should any Services supplied by Vendor become the subject of a claim of infringement of a patent, copyright, Trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the Services, or replace or modify the same to become noninfringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected Services, and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute Services. If, in the sole opinion of the State, the cessation of use by the State of any such Services due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services.
- c. The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
  - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
  - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d. Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded Services, or from the continued use of the good(s) or Services after receiving notice they infringe on a trade secret of a third party.

Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.
11. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
12. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
13. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and

- b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

#### **14. INSURANCE:**

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits, as referenced in the Certificate of Insurance Requirements.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. **GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor goods or Services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

#### **16. ELECTRONIC PROCUREMENT:**

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

b) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, proposals received, evaluation of proposals received, award of contract, and the payment for goods delivered.

c) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUB-CONTRACTOR OR DEALER DEFAULTS ON PAYMENT.**

17. **SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise indicated, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 21 of Attachment B: Instructions to Vendor.
18. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.
19. **CARE OF STATE DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the State for The Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

The State Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B.1379. See G.S. 75-60 *et seq.*

20. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such the performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

21. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
22. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

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

23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record, and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
25. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

26. **FORCE MAJEURE**: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
  
27. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States?  YES  NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
  
  
  
  
  
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States  YES  NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

c) Identify all U.S. locations at which performance will occur:

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MYTHIC - Charlotte, NC

**ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**

Name of Vendor: MYTHIC


The undersigned hereby certifies that: [check all applicable boxes]

- The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.  
Date of latest audit: N/A
- The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:**

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Signature  Date 10/28/18

David Soliday CEO  
Printed Name Title

**[This Certification must be signed by an individual authorized to speak for the Vendor]**

**ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION**

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**HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business?  Yes  No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

If so, state HUB classification: \_\_\_\_\_



**ATTACHMENT G: CERTIFICATE OF INSURANCE REQUIREMENTS**

<b>Insurance Requirements</b>	
<p><b>Commercial General Liability (CGL)</b> – (occurrence form) coverage not less than:</p>	<p>\$2,000,000 General Aggregate*                      \$2,000,000 Products and Completed Operations Aggregate                      \$1,000,000 Each Occurrence                      *Including contractual liability, waiver of subrogation, primary &amp; non-contributory.  <b>Schedule of Endorsements</b> must be provided  <b>GL Policy Number</b> must be listed</p>
<p><b>Automobile Liability:</b> – Required for all Owned Autos <i>or</i> must provide ‘Hired &amp; Non-Owned Auto’ coverage:</p>	<p>\$1,000,000 Combined Single Limit*                      Or                      \$1,000,000 Bodily Injury per Accident                      \$1,000,000 Bodily Injury per Person                      \$1,000,000 Property Damage                      *Including waiver of subrogation in favor of CPCC</p>
<p><b>Umbrella Liability</b> – Additional coverage that can be combined to meet requirements</p>	<p>\$10,000,000 Per occurrence</p>
<p><b>Workers’ Compensation</b></p>	<p>State Statutory Limits*                      Employee Liability \$500,000 Each Accident*                      \$500,000 Disease Policy Limit                      \$500,000 Disease Each Employee                      *Including waiver of subrogation in favor of CPCC</p>
<p><b>Additional Insured</b> – Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of <u>Ongoing Operations and Completed Operations</u> for the additional insured)</p>	<p>– Coverage must be primary and non-contributory above any other insurance Central Piedmont Community College may carry.                      – Waiver of Subrogation on all policies in favor of Central Piedmont Community College                      – Make subcontractor’s insurance primary</p>
<p><b>Professional Liability (Errors and Omissions)</b> —if professional services are being provided</p>	<p>\$1,000,000 Per Occurrence/ \$3,000,000 Aggregate</p>
<p><b>Cyber Liability</b></p>	<p>\$3,000,000 Per Occurrence                      *Including information security &amp; privacy liability</p>



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## CERTIFICATES OF INSURANCE MUST INDICATE THE FOLLOWING

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- 1) CPCC needs to be listed as the **Additional Insured**:
  - a. Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of *Ongoing Operations and Completed Operations* for the additional insured)
    - Coverage must be primary and non-contributory above any other insurance Central Piedmont Community College may carry
    - Waiver of Subrogation on all policies in favor of Central Piedmont Community College
    - Make subcontractor's insurance primary
  
- 2) CPCC needs to be listed as the **Certificate Holder**:

Central Piedmont Community College  
ATTN: ENTERPRISE RISK MANAGEMENT, Kenneth Agbatutu  
PO Box 35009  
Charlotte, NC 28235

Mailing address: PO Box 35009, Charlotte NC 28235-5009  
Physical address: 1300 E. 4<sup>th</sup> Street, Charlotte, NC 28204
  
- 3) CPCC requires a COI which shows **General Liability, Workers' Compensation, Automobile Liability and Umbrella Liability** coverages. (The minimum coverages accepted are listed for each.)
  - a. Enterprise Risk Management *may* opt to waive the requirements for Automobile Liability or the Workers' Compensation—depending on the scope and scale of the job or event.
  - b. Enterprise Risk Management *may* opt to waive the requirements for Umbrella Liability in addition to the GL—depending on the GL coverage as well as the scope and scale of the job or event.
  
- 4) Carrier and effective/expiration date must be shown on all coverages listed on COI.
  
- 5) If a service is being rendered, Enterprise Risk Management will need to see proof of **Professional Liability**.
  
- 6) If the service being rendered involves waste removal of any kind, Enterprise Risk Management needs to see **Pollution Liability** as well as **Transportation Liability**.
  
- 7) If any products and/or services related to information technology (including hardware and/or software) are provided to CPCC, **Cyber Liability** will be required. Additionally, network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.
  
- 8) There may be instances where Enterprise Risk Management will require additional insurance and/or coverages based on the service(s) provided.

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