

**MEDIA PLACEMENT  
SERVICES**

**COVER LETTER**

**March 1, 2021**

Media Placement Services appreciates the opportunity to be considered as the Media Planning and Placement vendor for Asheville-Buncombe Technical Community College.

MPS has extensive experience planning and placing both traditional and digital media. We believe we can be the partner you are looking for and you will see us as an extension of your marketing department.

We are known for our responsiveness and attention to detail. We have placed media in Asheville and Western North Carolina since 1998 and developed long-term relationships with the Western North Carolina media vendors. This longevity in the market allows us to effectively negotiate and obtain significant added-value for our clients.

Additionally, we have a vast amount of experience planning and placing media for higher education institutions, including six community colleges currently (ten years with Asheville-Buncombe Technical Community College) and several four-year universities in North Carolina. This gives us valuable insight to developing strategies to reach the multiple target audiences for our education clients.

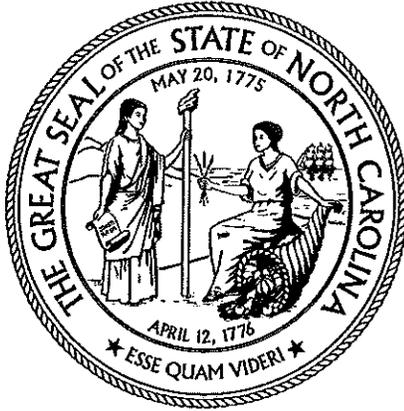
We look forward to the opportunity to work for you. Please contact Peggy Shufelt at 336-289-2956 or [pshufelt@mediaplacementservices.com](mailto:pshufelt@mediaplacementservices.com) with any questions.

Sincerely,

Peggy Shufelt and the Media Team at Media Placement Services

**MEDIA PLACEMENT SERVICES**

709 Westchester Drive, Suite 101-102 High Point, NC 27262



# **COMMUNITY COLLEGE OF NORTH CAROLINA**

**Asheville-Buncombe Technical Community  
College**

**Request for Proposal #: 77-0001270**

**Media Planning and Placement**

**Date of Issue: February 8, 2021**

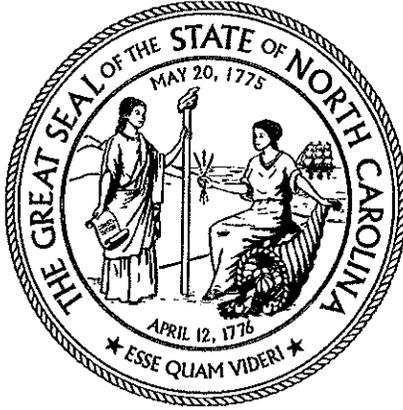
**Proposal Opening Date: At 02:00 PM EST**

**Direct all inquiries concerning this RFP to  
Becky Watkins, Purchasing Agent**

**Email:**

**[rebeccarwatkins@abtech.edu](mailto:rebeccarwatkins@abtech.edu)**

**Phone: 828-398-7151**



**COLLEGE OF NORTH CAROLINA  
Request for Proposal # 77-0001270**

For internal College agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

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

**ID Number:**

56-1880631

Federal ID Number or Social Security Number

Media Placement Services, Inc.

Vendor Name

*Electronic responses ONLY will be accepted for this solicitation.*

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

Refer <b>ALL</b> Inquiries regarding this RFP to: <i>Becky Watkins, Purchasing Agent, <a href="mailto:rebeccarwatkins@abtech.edu">rebeccarwatkins@abtech.edu</a> 828-398-7151</i>	Request for Proposal # 77-0001270
	Proposals will be publicly opened: TBD at 2:00pm EST
Contract Type: Open Market	Using Agency: <b>Asheville-Buncombe Technical Community College</b>
Commodity No. and Description: 915-01 Advertising Agency Services	Requisition No.: N/A

**EXECUTION**

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

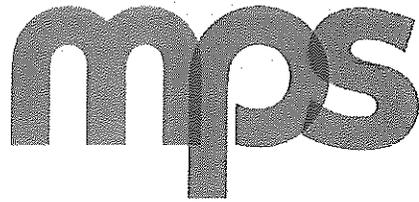
COMPLETE/FORMAL NAME OF VENDOR: Media Placement Services, Inc.		
STREET ADDRESS: 709 Westchester Drive, Suite 101-102	P.O. BOX:	ZIP: 27262
CITY & COLLEGE & ZIP: High Point	TELEPHONE NUMBER: 336-289-2956	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Peggy Shufelt, President	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*: <i>Peggy Shufelt</i>	DATE: 2/26/2021	EMAIL: pshufelt@mediaplacementservices.com
*If submitting an <del>electronic</del> response Vendor has two options: 1) Vendor may apply a wet signature, scan, and then upload this attestation page as an attachment for submission through NC BIDS; or 2) Vendor may apply a digital/electronic signature in the designated box, scan, and then upload as an attachment along with its proposal		

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: \_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by the College of North Carolina, an authorized representative of the 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).

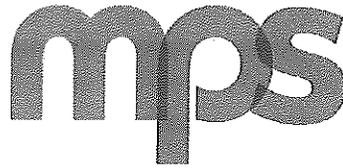
<b>FOR COLLEGE USE ONLY:</b> Offer accept, and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____  (Authorized Representative of Asheville-Buncombe Community College)
--



**MEDIA PLACEMENT  
SERVICES**

---

# About Us



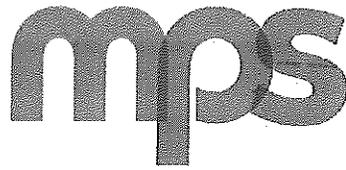
**MEDIA PLACEMENT  
SERVICES**

---

Since its inception in 1992, Media Placement Services has been laser focused on media and its ever-changing landscape. We specialize in media research, planning and placement. In 2008, MPS launched Spider Digital, our in-house digital planning and placement team, to address rapidly evolving media consumption habits with the emergence of digital. During this time, MPS/SD has planned and placed media in over 200 markets and placed over \$145MM in advertising. More specifically, MPS/SD has placed over \$9.3 million in the last five years on behalf of clients in the education vertical.

Our team, comprised of eight media focused specialists, has experience and expertise on the client side, the publisher side, and in media sales. Nearly half of the MPS/SD team has been together for ten or more years. This team of creative media strategists has been purposely assembled and retained for their ability to deliver smart, custom solutions to enhance and build the brands of our clients and drive engagement with their key audiences.

MPS is HUB-Certified as a woman-owned business in the state of North Carolina and is also WBE and WOSB-Certified.

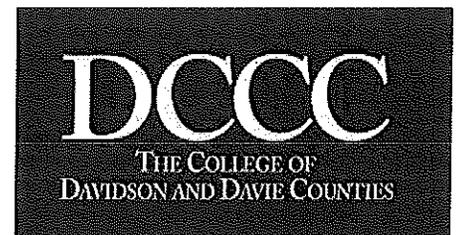
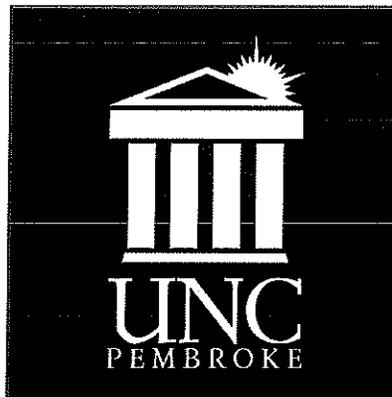


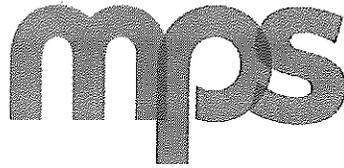
**MEDIA PLACEMENT  
SERVICES**

---

## Higher Education Experience

MPS/SD has extensive experience placing and planning media for higher education institutions. This includes working with both community colleges and four-year universities.





**MEDIA PLACEMENT  
SERVICES**

---

## **CAPABILITIES**

### **Traditional Media Planning & Buying**

- Television and Cable
- Radio
- Streaming Video (OTT/CTV)
- Streaming Audio (Example: Pandora, Spotify)
- Print
- Out-of-Home (Billboards, Transit)

### **Digital Media Planning & Buying (Spider Digital)**

- Search Engine Marketing (Paid Search)
- Social Media Advertising
- Programmatic Display & Video
- Native Placement
- Ad serving, Tracking, and Attribution
- Insights & Optimization Reports
- Live, interactive, client facing cross-channel dashboard



**MEDIA PLACEMENT  
SERVICES**

---

# **MEDIA BUYER REQUIREMENTS**

**(Description of Vendor Task/Requirement: 5.2)**

The following section covers the question and answer portion of Asheville-Buncombe Technical Community College's Request for Proposal

(#: 77-0001270 Media Planning and Placement)

### **5.2-1**

*Work closely with account managers within the Communications, Marketing & Public Relations (CRM) department within A-B Tech to gain an understanding of each of the College objectives, audiences, and events to help ensure the most effective media recommendations for the various marketing endeavors.*

---

Our account manager, in collaboration with other MPS/SD team members, will partner with account managers at A-B Tech to understand the various audiences, goals, and specific needs for each individual campaign. Total immersion in the A-B Tech brand and each individual message will allow MPS/SD to be an extension of the marketing team. Our group approach and effort allows our team to develop a plan consisting of the most impactful and precise media for each marketing need delivering the desired results.

## 5.2-2

*Have access to and use of advanced media research tools to inform media strategy and buys.*

---

MPS/SD subscribes to a vast array of research tools in which to gauge the way the specific target audiences use media, track competitive spending, and stay on top of current market conditions from a media perspective.

- Nielsen data along with SQAD (Spot Quotations & Data) allows MPS/SD to have access to ratings and current market (TV and Radio) cost-per-points for buying media in the market.
- Display & Video 360 provides audience forecasting tools allowing for informed volume, reach, and frequency projections among target audiences within specific geographies.
- Social media platforms provide tools like DV360 to allow for informed planning decisions.
- Kantar tracks media spending for various categories across multiple platforms.

Having this collective information in house gives us an advantage in knowing the market climate and the ability to negotiate fairly with the media vendors.

### 5.2-3

*Work with CRM to agree upon media placement; make media buys; place insertion orders and negotiate for added value when possible.*

---

After initial consultation with the CRM account manager, MPS/SD will provide recommendations for media plans that will include a flowchart (example on next page) for each campaign. This will indicate all the recommended media platforms and cost involved as well as highlighting details on the targeting and flight dates.

The MPS/SD team will present the recommended media plan to the CRM team to discuss the media strategy, rationale and tactics.

Once the media plan is approved, MPS/SD will place the buys and secure added-value. MPS/SD will provide a concise summary with details/specs on creative assets needed and due dates.



**5.2-4**

*Must have current experience and relationships with Western NC media outlets and show proof of working within in this market.*

---

MPS/SD has placed a significant amount of media in the Asheville and Western NC markets. Over the last five years, we have placed the following:

• Television	\$ 298,500
• Radio	\$ 621,400
• Print (Newspaper/Magazine)	\$ 230,700
• Outdoor/Out-of-Home	\$ 504,800
• Digital	\$ 764,200

MPS/SD has placed media in the Asheville/Western NC markets for these clients:

- Asheville-Buncombe Technical Community College
- Western Carolina University
- Goodwill Northwest North Carolina
- Prevent Child Abuse North Carolina
- Family Dollar

### **5.2-5**

*Be available to meet with A-B Tech's marketing staff in person two to three times per year for planning purposes and any presentations of new media opportunities or changes within the market that deem face-to-face conversations. Most conversations will take place via phone and/or email but media buyer(s) must be available to talk to A-B Tech's marketing staff within a 24-hour notice via phone.*

---

MPS/SD has the ability to respond in a timely manner, with a goal of responding within the same business day, if possible. The MPS/SD team will be able to meet with the marketing staff at least two-three times per year, as requested. Our team welcomes the opportunity to meet more often. However, in our current climate, in-person meetings might be a challenge and, therefore, our team will be available for video conference meetings as well.

## 5.2-6

*Work well under pressure – while we attempt to make our marketing plans as far in advance as possible, there are times when we have budget changes or priority changes that require a quick turnaround of research plan recommendations and media placement.*

---

One of the things our clients like best about us is our accessibility and our ability to respond quickly when unforeseen changes and challenges arise. We take pride in our ability to react quickly and engage the appropriate MPS team members to address the need. We know there will be last minute needs/changes and we are aware that our clients depend on us to be able to handle and execute those changes.

**5.2-7**

*Ability to pay media upfront and bill A-B Tech monthly or by campaign.*

---

MPS/SD will be able to pay media upfront and bill A-B Tech on a monthly basis.

We have a system in place to provide invoices by the 15<sup>th</sup> of the following month. MPS/SD also provides an on-going summary on the how the spend is applied against all of the POs issued by the client.

### 5.2-8

*Have flexibility of working with varying total budgets—and place all media within budget.*

---

We understand that colleges can have a variety of marketing plans and programs to promote. MPS/SD has a proven track record of being able to successfully organize multiple campaigns simultaneously while doing so within the given budgets.

MPS/SD also has systems in place to monitor all digital media (social media, search and display) campaigns on a weekly basis to ensure the spend is pacing to match the budget. This will make sure that there won't be an overspend, but also guarantee the digital campaign's performance.

**5.2-9**

*Provide up-to-date spreadsheets of current media, planned media, deadlines and run dates.*

---

MPS/SD has developed a sortable summary (spreadsheet) which keeps track of all campaigns, flight dates, creative due dates, and specs. We update the document on a regular basis and provide weekly reminders on upcoming creative due dates. An example of this summary is attached separately.

**5.2-10**

*Submit all ads by deadline to media outlets on behalf of A-B Tech.*

---

The creative summary spreadsheet referred to in question 5.2-9 includes all creative assets needed by platform and due dates. We use this centrally organized document so all team members and our clients can reference.

In addition to weekly reminders, MPS/SD will notify the CRM team on upcoming creative due. MPS/SD will also request any deadline extensions that may be necessary.

MPS/SD will submit all provided creative to the media vendors and our internal digital team. Confirmation of creative being received will be sent to the A-B Tech team.

## 5.2-11

*Meet with client to discuss marketing goals and budgets for campaigns; give media recommendations based on client goals and budgets; provide metrics for measuring media where possible and appropriate.*

---

The MPS/SD process is to first identify the goals and objectives and find out as much as possible about the project. We determine who the target audiences are and identify measurable key performance indicators for individual campaigns. We then begin reviewing research, client & external data, and any other pertinent information available to develop an informed strategy.

Media plans and key performance indicators are submitted for review and feedback. Upon approval, the MPS/SD team will implement each tactic.

MPS/SD will provide reports showing the performance metrics based on predetermined KPIs\*. We consistently review the campaign performance which allows us to optimize and make adjustments.

\*Key Performance Indicators will vary based on media tactics. For example, TV and Radio would focus on ratings delivery. Digital media could focus on a variety of metrics including but not limited to, impression delivery, clickthrough rate, conversions, cost per conversion, etc. Online video could include video completion rate and cost per completed view.

## **5.2-12**

*For traditional media, negotiate with media vendors on behalf of A-B Tech to get the best rates and value added.*

---

We use our experience and tools to help negotiate the best rates and value-added for our clients.

An example of the type of value-added we're able to obtain for our clients was during the Fall Registration 2020 campaign, where iHeart Radio in Asheville ran several hundred bonus radio spots for A-B Tech. Our close relationship with iHeart helped secure this bonus weight.

Another example of our ability to obtain value-added was with the 2019-2020 Branding campaign for Central Piedmont Community College, where we were able to use our buying power and vendor relationships with the radio and television stations to negotiate additional bonus spots to the buys we placed. We estimated the value of this was equal to 15% of the media buys.

**5.2-13**

*Send traffic instructions to media outlets to help ensure the correct materials run as placed.*

---

MPS/SD will send traffic instructions to all media and will note confirmation on the creative summary which is provided.

Digital screenshots will be provided (where appropriate) in order to get client approval before the digital ads run.

## **5.2-14**

*Confirm run dates (and provide tear sheets, affidavits, etc. when possible) and reconcile invoices and pay on behalf of A-B Tech. Media buyer shall be responsible for paying media vendors. Media buyer then invoices A-B Tech for payment to the media buyer, plus its commission.*

---

MPS/SD will pay media upfront and bill A-B Tech on a monthly basis sending separate invoices to each of the internal clients.

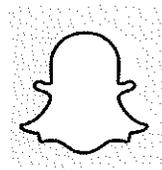
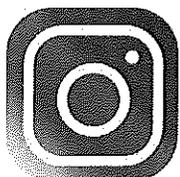
Our team reviews each media invoice received. Broadcast invoices are verified via Strata (our media buying software) to check for accuracy against the actual buy that was placed. Other invoices are meticulously checked for correct rates, dates, placement, etc. If we find any errors, the team works with the vendors to secure make-goods or credits on the client's behalf.

**5.2-15**

*Provide in-house management and placement of paid online media marketing campaigns, including paid search.*

---

Spider Digital, our digital team, is devoted to digital media planning and placement. All digital media is placed in-house by a team of experts in online media, social media, and paid search. This team will be part of the A-B Tech team. MPS/SD also has in-house access to premium programmatic buying tools and will provide top-notch strategic media strategy.



**5.2-16**

*Provide detailed summaries of media placed and reminders of upcoming deadlines.*

---

MPS/SD has developed a creative summary (a sortable Excel spreadsheet) which allows clients to review all current and future campaigns for upcoming creative needs and due dates. On a weekly basis, MPS will provide the A-B Tech account managers with reminders on what creative is due when.

An example is attached.

**5.2-17**

*Submit artwork, scripts and produced spots to appropriate media outlets by the materials deadline.*

---

MPS/SD will submit all artwork and creative to the media by the materials deadline dates and provide confirmation that the media has received the creative.

### **5.2-18**

*Provide education to CRM regarding emerging media trends to help keep client abreast of emergent trends. This can be done through email, presentations, phone calls, etc.*

---

MPS/SD is committed to continuously sharing information with our clients on the newest trends in media, particularly the rapid changing digital media arena. The entire MPS/SD team continually keeps an eye on the latest media information via industry conferences, training offered by the platforms utilized, and industry webinars. Our digital team also has direct connections with actual representatives at platforms such as Google, Twitter, Spotify and LinkedIn. These direct contacts keep our team informed of the latest updates, changes, enhancements, etc., allowing us to improve performance and take advantage of new opportunities for our clients.

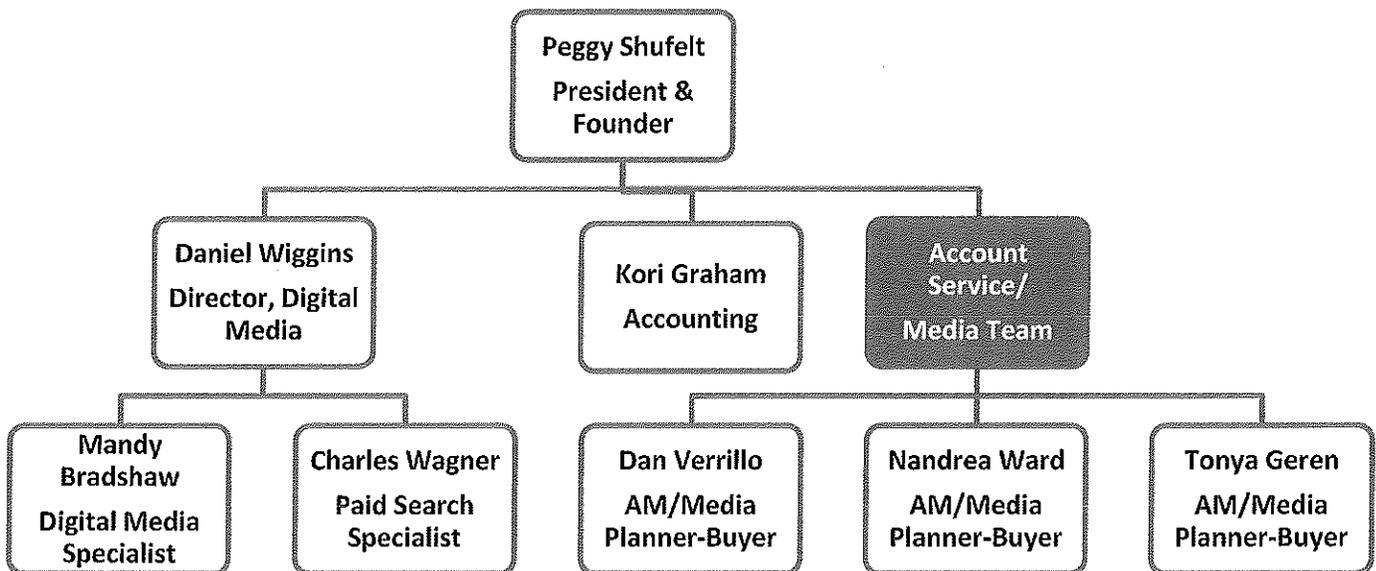
Since we work with several community colleges, we can refer to our work and share success stories and new things to consider.

**5.2-19**

*Provide a description of your organization, including brief history, and an organizational chart. If your organization is part of a larger entity, show its relationship to the parent organization.*

MPS is a media planning and buying firm who for 29 years has provided integrated media strategies and buying/planning for our clients. By specializing in media, we have been able to invest in the tools needed for this focused discipline within advertising. We specialize in maximizing your reach by placing your messages in front of the right people, in the right places at the right times. The company was founded by Peggy Shufelt in 1992. Recognizing the need to provide in-house digital media buying services, Spider Digital, the brand for our digital team launched in 2008.

MPS is HUB certified as a woman owned business in NC and is also WBE and WOSB certified.



## **5.2-19**

*Provide a description of your organization, including brief history, and an organizational chart. If your organization is part of a larger entity, show its relationship to the parent organization.*

---

### **Dan Verrillo / Account Manager / Media Strategist**

Dan serves as the account manager and media strategist and has worked in this capacity for the last ten year with the A-B Tech account. He has over fifteen years of experience working in television sales, giving him valuable insight on how to negotiate with TV, radio and other media vendors. Dan has a knack for creating tailored media sponsorships/partnerships for each client based on their specific goals. Dan has also acted as the account manager for the Western Carolina University, Central Piedmont Community College, and University of North Carolina at Pembroke accounts.

### **Daniel Wiggins/Director of Digital**

As director of digital media, Daniel serves as lead digital strategist and manages a team of digital specialists who work to achieve maximum engagement/exposure for our clients. For over fifteen years, Daniel has worked with client partners to deliver digital solutions designed to increase sales, generate leads and elevate the brand. He works with IT teams to set up and implement tracking based on specific campaign goals. His experience includes higher education, financial, healthcare/insurance, tourism verticals. Daniel is certified in Google AdWords, Google Analytics and Campaign Manager.

## **5.2-19**

*Provide a description of your organization, including brief history, and an organizational chart. If your organization is part of a larger entity, show its relationship to the parent organization.*

---

### **Mandy Bradshaw/Social Media/Digital Specialist**

Mandy serves as social media strategy lead and has experience across all digital channels. She has experience in social media and digital strategy on both the client and agency sides. Mandy is well-versed in what make digital campaigns “click” and get the desired result. Mandy is responsible for social media ad campaigns across all social platforms and training other team members and clients on best practices, opportunities, and changes in social. Mandy is certified in Google AdWords and Google Analytics.

### **Tonya Geren/Media Planner & Buyer**

Tonya has over twenty years of experience in media buying and planning. Her background includes both the client and agency side. She has worked with a broad range of clients with specific goals and needs helping them determine the best platforms to reach the intended audience and achieve the overall desired goal. During her career, Tonya has worked with retail, apparel, education, healthcare, financial and non-profit clients. She has planned and placed media nationally and regionally across all mediums.

## **5.2-19**

*Provide a description of your organization, including brief history, and an organizational chart. If your organization is part of a larger entity, show its relationship to the parent organization.*

---

### **Peggy Shufelt/President**

Peggy founded MPS in 1992 and directs a team of account managers and media planning/buying specialists who work with our clients providing integrated traditional and digital media plans to reach, engage, influence, acquire, and retain customers for them. Peggy was one of the first agencies in NC to set up in-house paid digital media services in 2008 with launching Spider Digital. Over almost three decades, she has developed strong relationships with media vendor management personnel across the state. Peggy has also forged relationships with other ad agencies often providing media services to them.

**5.2-20**

*Explain the ratings and circulation information you normally use when planning media and how that information is made available to you.*

---

MPS/SD subscribes to the Nielsen data in the Asheville and Greenville-Spartanburg markets. MPS/SD also subscribes to SQAD data that provides us with current radio and TV cost-per-points in Asheville and other markets. This allows us to know where the pricing in the market is and enhances our ability to negotiate more effectively and deliver lower spot costs.

We review circulation numbers for audited print publications and free publications provide their distribution totals.

**5.2-21**

*List any clients you've planned and placed traditional media for in the Western MC (GNV/SPA) media market, If this is not applicable, just put N/A for this requirement*

---

MPS/SD has placed traditional media in the Asheville/Western NC markets for these clients:

- Asheville-Buncombe Technical Community College
- Western Carolina University
- Goodwill Northwest North Carolina
- Prevent Child Abuse North Carolina
- Family Dollar

**5.2-22**

*Provide two (2) case studies of higher education client goals and how they were achieved/supported through media placement. These studies should include the goals, budgets, value added if applicable, and the results of the campaign including how it was tracked. If budget information is proprietary, you may include just the media plan without the dollar amount.*

---

Case studies as requested are included on subsequent pages.

## CASE STUDY: GRADUATE SCHOOL RECRUITMENT



Since 2018, MPS/SD has worked with the University of North Carolina at Pembroke and developed digital media plans to promote their graduate programs. This has included MSW, MPA, Nursing, and Education programs along with an overall graduate school campaign.

These digital plans (primarily paid search, display and social media) have continually been optimized and updated to improve their performance. The main goal has been to generate & track leads (request info form submissions) plus to track user visits to key website pages like application and financial aid pages.

Over the last two years, UNCP has more that doubled the number of leads for their graduate programs. This was the result of campaign optimizations and fine-tuning of the campaign targeting.

## CASE STUDY: CENTRAL PIEDMONT CC BRANDING



In 2019, Central Piedmont approached MPS to develop a media strategy to launch their new brand. There were several target audiences including prospective students, parents of prospective students, and the broader market-wide audience to introduce this new brand.

Central Piedmont provided a budget (\$1.6 million) to use and the MPS team developed a plan which included a combination of traditional and digital media.

MPS was also able to negotiate and add about 15% more bonus weight as added-value to the TV, Cable, and Radio schedules.

This plan was designed to run June 2019-June 2020 and periodically throughout the campaign, MPS provided reports on the campaign performance. We provided details on the digital performance, highlighting activities we tracked like key page visits and form submissions.



**5.2-24**

*Submit an example of tracking results of a current client (may be redacted for confidentiality) to illustrate how tracking results are presented.*

**Central Piedmont-CCE Campaign**

Central Piedmont asked MPS to develop a campaign to promote the Project Management Plus Certificate courses.

A combination of LinkedIn and Facebook was included. LinkedIn lead ads were recommended in order to generate a list of interested, prospective students for the classes. A link with an excel spreadsheet was provided to client so they could see the leads in real-time and respond in a timely fashion.

Since the campaign was launched in May, over 80 leads have been generated through these LinkedIn lead ads.

Facebook was linked to a landing page with info on a series of online virtual information sessions where prospective students could register.

	IMPs	Reach	Clicks	CPC	CPM	CTR	Total Engagements	Eng. Rate	Leads	Lead Form Completion Rate	Cost per Lead
LinkedIn	48,721	27,349	647	\$4.89	\$64.91	1.33%	1,753	3.60%	89	19.39%	\$35.54
Facebook	262,998	25,592	1,180	\$1.08	\$4.84	0.45%	1,371	0.52%	n/a	n/a	n/a
<b>TOTAL 4/23-6/21</b>	<b>311,719</b>	<b>52,941</b>	<b>1,827</b>	<b>\$2.43</b>	<b>\$14.23</b>	<b>0.59%</b>	<b>3,124</b>	<b>1.00%</b>	<b>89</b>	<b>19.39%</b>	<b>\$35.54</b>

## **5.2-24**

*Submit an example of tracking results of a current client (may be redacted for confidentiality) to illustrate how tracking results are presented.*

---

### **Confidential Client – Ongoing Direct Response Campaign**

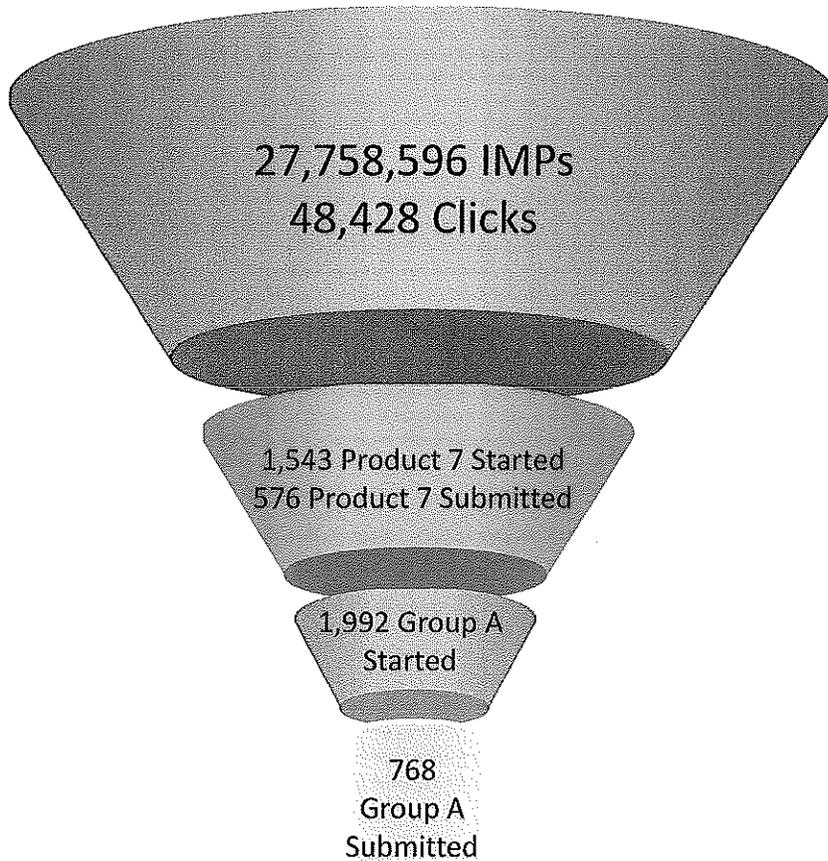
MPS works with this client on annual efforts to drive leads for various revenue generating products.

Programmatic Display powered by artificial intelligence fills the top-of-the-funnel with prospects ready to convert. Dynamic Display Retargeting helps to bring in lower funnel prospects based on specific product page visits. Search pulls highest intent prospects through the funnel.

Sample of monthly tracking results included on the following page.

P r o d u c t  7	Medium	IMPs	Clicks	CTR	CPC	Started	Submitted	Started %	Submitted %	Cost per Started	Cost per Submitted
	Search	127,243	11,380	8.94%		756	294	6.64%	2.58%		
	Display	3,021,524	691	0.02%		685	198	99.13%	28.65%		
	Dynamic	103,173	205	0.20%		102	84	49.76%	40.98%		
	<b>Total</b>	<b>3,251,940</b>	<b>12,276</b>	<b>0.38%</b>		<b>1,543</b>	<b>576</b>	<b>12.57%</b>	<b>4.69%</b>		

G r o u p  A	Medium	IMPs	Clicks	CTR	CPC	Started	Submitted	Started %	Submitted %	Cost per Started	Cost per Submitted
	Search	240,231	14,837	6.18%		1,301	508	8.77%	3.42%		
	Display	24,071,361	21,128	0.09%		598	217	2.83%	1.03%		
	Dynamic	195,064	187	0.10%		93	43	49.73%	22.99%		
	<b>Total</b>	<b>24,506,656</b>	<b>36,152</b>	<b>0.15%</b>		<b>1,992</b>	<b>768</b>	<b>5.51%</b>	<b>2.12%</b>		



## **5.2-25**

*List your organization's current clients for whom you provide media buying services. Indicate the three largest accounts, as calculated by the percent of your organization's annual gross billings for each account.*

---

### **Largest MPS Clients**

- Truliant Federal Credit Union
- Central Piedmont Community College
- Western Carolina University

### **MPS Education Clients**

- A-B Technical Community College
- Central Piedmont Community College
- Forsyth Technical Community College
- Davidson County Community College
- University of North Carolina-Pembroke
- Western Carolina University
- Central Carolina Community College
- Rockingham Community College

## **Other MPS Clients**

- Prevent Child Abuse North Carolina
- City of Winston-Salem
- City of Greensboro
- UNC Health Care-Rockingham
- Fruit of the Loom
- Goodwill of NWNC
- GE Caulk & Sealant
- Novum Clinical Trials
- Randolph Health
- Ochsner Health System
- Twin Lakes Retirement Community
- University of Alaska 529 Plan
- US Air Force Academy of Bands
- Donate Life NC
- Pre-K Priority/Family Services
- Piedmont Triad Regional Council
- Forsyth County (COVID-19 Grant)



spider  
digital

## REFERENCES (4.6)

Melissa Warlick  
Executive Director of Marketing  
Central Piedmont Community College  
704-330-6155  
[Melissa.warlick@cpcc.edu](mailto:Melissa.warlick@cpcc.edu)

Ashley Beavers  
Media Planning and Research Specialist  
Western Carolina University  
828-227-2076  
[ajbeavers@email.wcu.edu](mailto:ajbeavers@email.wcu.edu)

Jodi Phelps  
Chief Communications & Marketing Officer  
UNC-Pembroke  
910-521-6863  
[jodi.phelps@uncp.edu](mailto:jodi.phelps@uncp.edu)

Gus Kroustalis  
Marketing Director  
Truiant Federal Credit Union  
336-293-2017  
[gus.kroustalis@truiantfcu.org](mailto:gus.kroustalis@truiantfcu.org)

Ed McNeal  
Director, Marketing and Communications  
City of Winston-Salem  
336-747-7361  
[eddiejm@cityofws.org](mailto:eddiejm@cityofws.org)

**ATTACHMENT A: PRICING**

---

All responses will be evaluated on the commission below:

Percentage Mark-Up for all Media Buying as outlined in the RFP	<u>12.0</u> % of gross media spend
--	---------------------------------------

## Contents

<b>1.0</b>	<b>PURPOSE AND BACKGROUND .....</b>	<b>5</b>
<b>2.0</b>	<b>GENERAL INFORMATION.....</b>	<b>6</b>
<b>2.1</b>	<b>REQUEST FOR PROPOSAL DOCUMENT .....</b>	<b>6</b>
<b>2.2</b>	<b>RESERVED E-PROCUREMENT SOLICITATION .....</b>	<b>6</b>
<b>2.3</b>	<b>NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS.....</b>	<b>6</b>
<b>2.4</b>	<b>RFP SCHEDULE .....</b>	<b>7</b>
<b>2.5</b>	<b>PROPOSAL QUESTIONS .....</b>	<b>7</b>
<b>2.6</b>	<b>PROPOSAL SUBMITTAL .....</b>	<b>7</b>
<b>2.7</b>	<b>PROPOSAL CONTENTS .....</b>	<b>8</b>
<b>2.9</b>	<b>DEFINITIONS, ACRONYMS, AND ABBREVIATIONS .....</b>	<b>8</b>
<b>3.0</b>	<b>METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS .....</b>	<b>9</b>
<b>3.1</b>	<b>METHOD OF AWARD.....</b>	<b>9</b>
<b>3.2</b>	<b>CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION .....</b>	<b>10</b>
<b>3.3</b>	<b>PROPOSAL EVALUATION PROCESS.....</b>	<b>10</b>
<b>3.4</b>	<b>EVALUATION CRITERIA .....</b>	<b>11</b>
<b>3.5</b>	<b>PERFORMANCE OUTSIDE THE UNITED COLLEGES .....</b>	<b>11</b>
<b>3.6</b>	<b>INTERPRETATION OF TERMS AND PHRASES.....</b>	<b>12</b>
<b>4.0</b>	<b>REQUIREMENTS .....</b>	<b>12</b>
<b>4.3</b>	<b>INVOICES.....</b>	<b>12</b>
<b>4.5</b>	<b>VENDOR EXPERIENCE.....</b>	<b>13</b>
<b>5.3</b>	<b>PROJECT ORGANIZATION.....</b>	<b>17</b>
<b>5.4</b>	<b>TECHNICAL APPROACH .....</b>	<b>17</b>
<b>5.6</b>	<b>TRANSITION ASSISTANCE .....</b>	<b>17</b>
<b>6.0</b>	<b>CONTRACT ADMINISTRATION.....</b>	<b>18</b>
<b>6.1</b>	<b>PROJECT MANAGER AND CUSTOMER SERVICE.....</b>	<b>18</b>
<b>6.2</b>	<b>POST AWARD MANAGEMENT REVIEW MEETINGS.....</b>	<b>18</b>
<b>6.4</b>	<b>PERIODIC WEEKLY STATUS REPORTS .....</b>	<b>18</b>
<b>6.6</b>	<b>CONTRACT CHANGES .....</b>	<b>18</b>
<b>6.7</b>	<b>PRICE ADJUSTMENTS .....</b>	<b>18</b>
<b>ATTACHMENT A: PRICING.....</b>		<b>20</b>
<b>ATTACHMENT B: INSTRUCTIONS TO VENDORS.....</b>		<b>21</b>
<b>ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS &amp; CONDITIONS</b>		<b>25</b>

Proposal Number: 77-0001270

Vendor Name: Media Placement Services, Inc.

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR.....31**  
**ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION.....32**  
**ATTACHMENT F: CERTIFICATE OF INSURANCE REQUIREMENTS .....33**

*This space has been left blank intentionally.*

## **1.0 PURPOSE AND BACKGROUND**

---

Asheville-Buncombe Technical Community College here after referred to as A-B Tech is seeking a media planning and placement vendor(s) to provide media buying services across all types of media. A-B Tech seeks a vendor with in-house capabilities and demonstrated experience in handling traditional and digital media . The vendor would plan and track all media purchases on behalf of A-B Tech. We are seeking a partner who will invest time in understanding our objectives and target audiences so that A-B Tech will have the best reach and return on investment for our marketing goals. We are looking for a partner who is organized and has a demonstrated ability to provide strategic planning for multiple audience segments and provide comprehensive updates on various campaigns, deadlines and budgets.

The media vendor is responsible for researching the most effective media outlets for each campaign based on the goals of each campaign. The vendor is responsible for negotiating the best cost for A-B Tech and purchasing media space or time and providing the College with spreadsheets of placed and planned media, as well as tracking deadlines for creative due dates. The media buyer will be a key partner of A-B Tech and help determine the most effective media strategies. The partner will negotiate with media sales representatives and make recommendations for media buys based on A-B Tech's goals and budget. It is critical that respondents have current contacts and experience with the Western North Carolina media market.

A-B Tech may require use of the following platforms (this list serves as an example only—media outlets won't be limited to these):

Traditional Media including:

- Radio – Broadcast, Streaming and Satellite
- Television – Broadcast, OTT and Satellite
- Magazines
- Newspapers
- Out-of-Home – including Outdoor Boards, Buses, Light Rail, Shopping Malls, Movie Theaters

Digital Media may include:

- Internet
- Paid Search
- Social media, including Facebook, Instagram, Twitter, YouTube, LinkedIn and other platforms
- Referral Links
- Web Banner Ads
- Video Ads

A-B Tech will require the media buyer(s) to recommend which combination of media is most appropriate and effective to achieve the marketing goals of each campaign. The media buyer will always look for opportunities to negotiate best rates and value-adds to buys. The media buyer also will be asked to seek media partnerships for special events of the College.

The media buyer must have strong negotiating skills, experience in higher education media buying, current experience with digital and Western NC media outlets, and demonstrated media planning experience and success. The media buyer also must work well under pressure and within tight deadlines and demonstrate superior client management and planning skills, as well as attention to detail.

The media buyer will be required to pay media upfront and bill A-B Tech monthly or by campaign. We also require up-to-date spreadsheets of current media, planned media, deadlines and run dates. Where possible with traditional media and definitely with new media, the vendor must provide tracking through UTM and Google Analytics reports, as well as provide suggested changes for continuous improved performance.

The average annual media spend over the past three years was approximately \$350,000 per year. However, it is important to note that the annual media budget is determined based on the allocation of College funds and College resources. We cannot guarantee marketing budgets to vendor as our budgets may change each year.

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

## **2.0 GENERAL INFORMATION**

---

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

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

### **2.2 RESERVED E-PROCUREMENT SOLICITATION**

**ATTENTION: This is an E-Procurement solicitation. Paragraph #16 of Attachment C: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.**

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina's Collegewide E-Procurement Services. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing its proposal. By execution of this RFP, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: <http://eprourement.nc.gov/>.

### **2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS**

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the College determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The College may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the College rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the College may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor's proposal under the terms and conditions of this RFP.

Contact with anyone working for or with the College regarding this RFP other than the College Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the College's election.

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	College	February 8, 2021
Submit Written Questions	Vendor	February 16, 2021 by 2:00pm EST
Provide Response to Questions	College	February 22, 2021 by 2:00 pm EST
Submit Proposals	Vendor	March 1, 2021 by 2:00pm EST
Contract Award	College	TBD
Contract Effective Date	College	TBD

## 2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to [rebeccarwatkins@abtech.edu](mailto:rebeccarwatkins@abtech.edu) by the date and time specified above. Vendors should enter "RFP # 77-0001270: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the College's response, and any additional terms deemed necessary by the College will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.College.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any College personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal-submitted after the proposal deadline will be rejected.

All proposal responses shall be submitted electronically via the North Carolina Business Invitation Delivery System (NC BIDS). For additional information, the [NC BIDS for Vendors](#) page includes online training videos and a link to [NC BIDS FAQs for Vendors](#).

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's proposal(s).

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the College's IPS website for any Addenda that may be issued prior

to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

Contact with anyone working for or with the College regarding this RFP other than the College Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the College's election.

## 2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order with section and subsections labeled accordingly:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Responses to Section 5.2, each response labeled with the corresponding question number.
- e) Completed version of ATTACHMENT A: PRICING
- f) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- g) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- h) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION
- j) ATTACHMENT F: CERTIFICATE OF INSURANCE REQUIREMENTS
- k) Financial Statement

## 2.8 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #77-0001270 [for 'name of Vendor']". Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BUYER:** The employee of the College or Other Eligible Entity that places an order with the Vendor.
- c) **CMPR:** Central Piedmont's Communications, Marketing & Public Relations Department
- d) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- e) **CONTRACT LEAD:** Representative of Central Piedmont Community College who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the College and who will administer this contract for the College.
- f) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the College conducts electronic procurement.
- g) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight

charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.

- h) **NC BIDS:** The North Carolina Business Invitation Delivery System provides vendors the opportunity to submit bid responses electronically.
- i) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- j) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- k) **RFP:** Request for Proposal
- l) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- m) **COLLEGE:** The College of North Carolina, including any of its sub-units recognized under North Carolina law.
- n) **COLLEGE AGENCY:** Any of the more than 400 sub-units within the executive branch of the College, including its departments, boards, commissions, institutions of higher education and other institutions.
- o) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

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

---

#### **3.1 METHOD OF AWARD**

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and College law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

A trade-off/ranking method of source selection will be utilized in this procurement to allow the College to award the contract to the Vendor providing the overall Best Value and recognizing that Best Value may result in award other than the lowest priced or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

The award decision under a "Best Value" procurement method is made based on multiple factors, including: total cost of ownership – meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications Collected in the solicitation on time, with high quality, and in a manner that accomplishes the College business objectives and maintains industry standards compliance. The intent of a "Best Value" procurement is to enable Vendors to offer and the College to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A-B Tech reserves the right to split the buying of traditional media and digital media between two vendors if the vendors demonstrate strength in one traditional vs. digital, however if in the best interest of A-B Tech, the College reserves the right award to single vendor. The College reserves the right to make separate awards, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the College to do so.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the College's discretion, be disqualified from further evaluation or consideration.

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

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

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the College's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the College would not be served by the disqualification. A Vendor's proposal may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

### **3.3 PROPOSAL EVALUATION PROCESS**

The College shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

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

Proposals will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this RFP.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

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

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

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the College reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the College.

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

Proposals will generally be evaluated according to completeness, content, experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed section 3.4 EVALUATION CRITERIA, below.

Vendors are cautioned that this is a request for proposals, not a request to contract, and the College reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the College.

The College reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the College, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

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

### 3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, and the award made under a Best Value methodology, which is based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor. Vendor shall provide a detailed description of how its proposed plan meets, or exceeds, each requirement of the RFP, as listed in order of importance, to result in an award most advantageous to the College:

- a) **Project understanding and approach.** Proposal demonstration of a clear understanding of the scope of this project as outlined in section 5.0 and provides clear detail on how the vendor will approach this project.
- b) **Vendor experience, as noted in Section 4.5.** Proposal demonstration that vendor has successfully completed similar projects and has the qualifications necessary to undertake this project.
- c) **Value/cost effectiveness.** Proposals will be evaluated relative to the percentage mark-up provided and the deliverables associated with the mark-up, as referenced in Attachment A

### 3.5 PERFORMANCE OUTSIDE THE UNITED COLLEGES

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

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

- i) Contract enforcement jurisdictional issues

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

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

## **4.0 REQUIREMENTS**

---

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all College requirements in this Section as well as any other specifications, requirements and terms and conditions College in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the College to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

### **4.1 CONTRACT TERM**

The Contract shall have an initial term of 3 years, beginning on the date of contract award (the "Effective Date").

At the end of the Contract's current term, the College shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The College will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the College reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

### **4.2 PRICING**

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, travel, administrative and other similar fees. The Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

A commission-based pricing structure is required for the services rendered as outlined in Attachment A.

### **4.3 INVOICES**

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the Contract Lead in an electronic format on the Contractor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.
- c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.

- d) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager.

#### **4.4 FINANCIAL STABILITY**

Each Vendor shall submit the following financial documentation as an attachment to its Proposal: Audited Financial or sufficient financial documentation which will allow for the College to thoroughly evaluate the vendors financial standing. Financial information, and/or documents submitted with a proposal shall be evaluated to determine: whether the Vendor has sufficient ability to perform the contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the College. Financial information of non-public entities may be marked as confidential in accordance with paragraph 14 of ATTACHMENT B: INSTRUCTIONS TO VENDORS.

#### **4.5 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to A-B Tech, including experience with digital media and traditional media buying in Western NC. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel **to be assigned to this project** and the response shall include the bios of those personnel citing experience with similar projects and the responsibilities to be assigned to each person.

A minimum of 5 (five) years' media buying experience of the buyer who would be assigned to this account, is required. In-house digital media staff with at least two years of experience also must be identified. Vendor must provide evidence of this experience within its response.

Strong preference will be given to vendors who are able to meet in person (post-COVID) at least once per semester.

#### **4.6 REFERENCES**

The Vendor shall provide three (3) references of customers in a setting similar to this solicitation's scope of work. The Vendor should have implemented the respective proposed service within the last three (3) years for at least two of the references. Customer references whose media buying needs are similar to those in this solicitation in terms of complexity, and transaction volume are encouraged.

For each reference, the Vendor shall provide the following information:

- a. Customer name.
- b. Customer address.
- c. Current telephone number of a customer employee most familiar with the work provided by vendor.
- d. Customer email address
- e. Time period over which media buying was provided.

The College *may* contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the proposal. At the College's sole discretion, references may or may not be contacted, however the College reserves the right to not contact them, if the College determines it would serve no purpose. In addition, if the College determines that references will be contacted, the College reserves the right to only contact the references of the top ranked vendors based on the results of the evaluation.

## **4.7 BACKGROUND CHECKS**

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

## **4.8 PERSONNEL**

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The College will approve or disapprove the requested substitution in a timely manner. The College may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the College may request acceptable substitute personnel or terminate the contract services provided by such personnel.

## **4.9 VENDOR'S REPRESENTATIONS**

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the College under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the College. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by a third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## **5.0 SCOPE OF WORK**

---

### **5.1 GENERAL**

A-B Tech currently produces most of our marketing materials (print, design, radio, copy, TV commercials, online ads, etc.) internally and relies upon a media partner to help plan, negotiate, place and submit ad campaigns. The partner will be able to work in tandem with A-B Tech's marketing department to understand and plan for the various media needs of the College.

A-B Tech has a fiscal year from July 1 through June 30. Typically, our budgets are available for invoicing July through late April, with ad campaigns running throughout the entire fiscal year.

The vendor must be a partner with the marketing department to suggest the most appropriate media outlets for the objectives set forth by the marketing department for each campaign. Conversely the vendor must be open to researching and pursuing media outlets suggested by the College.

The vendor must be able to work with multiple points of contact within the marketing department and put forth an effort to understand the various business arms and objectives of the College that we market.

*This space has been left blank intentionally.*

The vendor also must negotiate with various external media representatives on behalf of A-B Tech.

**5.2 MEDIA BUYER REQUIREMENTS**

	<p align="center"><b>Description of Vendor Task/Requirement</b></p> <p align="center"><b>Vendor Shall:</b></p>	<p align="center"><b>Vendor Response to Accomplishing Each Task/Requirement (Attach Separate Pages as necessary)</b></p> <p align="center"><b>Each response shall be labeled with the corresponding question number.</b></p>
1	<p>Work closely with the Community Relations &amp; Marketing) Department (CRM) within A-B Tech to gain an understanding of the College's objectives, audiences and events to help ensure the most effective media recommendations for the various marketing endeavors.</p>	
2	<p>Have access to and experience with the use of advanced media research tools to inform media strategy and buys.</p>	
3	<p>Work with CRM to agree upon media placement; make media buys; place insertion orders and negotiate for added value when possible.</p>	
4	<p>Must have current experience and relationships with Western NC media outlets and show proof of working within this market.</p>	
5	<p>Be available to meet with A-B Tech's marketing staff in person two to three times per year for planning purposes and any presentations of new media opportunities or changes within the market that deem face-to-face conversations. Most conversations will take place via phone and/or email, but media buyer must be available to talk to A-B Tech's marketing staff within a 24-hour notice via phone.</p>	
6	<p>Work well under pressure – while we attempt to make our marketing plan as far in advance as possible, there are times when we have budget changes or priority changes that require a quick turnaround of research plan recommendations, and media placement.</p>	
7	<p>Ability to pay media upfront and bill A-B Tech monthly or by campaign.</p>	
8	<p>Have flexibility of working with varying total budgets and place all media within budget.</p>	
9	<p>Provide up-to-date spreadsheets of current media, planned media, deadlines and run dates.</p>	

10	Submit all ads by deadline to media outlets on behalf of A-B Tech.	
11	Meet with client to discuss marketing goals and budgets for campaigns; give media recommendations based on client goals and budgets; provide metrics for measuring media where possible and appropriate.	
12	For traditional media, negotiate with media vendors on behalf of A-B Tech to obtain the best rates and value added.	
13	Send traffic instructions to media outlets to help ensure the correct materials run as placed.	
14	Confirm run dates (and provide tear sheets, affidavits, etc. when possible) and reconcile invoices and pay on behalf of A-B Tech. Media buyer shall be responsible for paying media vendors. Media buyer then invoices A-B Tech for payment to the media buyer, plus its commission.	
15	Provide in-house management and placement of paid online media marketing campaigns, including paid search.	
16	Provide detailed summaries of media placed and reminders of upcoming deadlines.	
17	Submit artwork, scripts and produced spots to appropriate media outlets by the materials deadline.	
18	Provide education to CRM regarding emerging media trends to help keep client abreast of emergent trends. This can be done through email, presentations, phone calls, etc.	
19	Provide a description of your organization, including brief history, and an organizational chart. If your organization is part of a larger entity, show its relationship to the parent organization.	
20	Explain the ratings and circulation information you normally use when planning media and how that information is made available to you.	
21	List any clients you've planned and placed traditional media for in the Western NC (GNV/SPA) media market. If this is not applicable, just put N/A for this requirement.	
22	Provide two (2) case studies of higher education client goals and how they were achieved/supported through media placement. These studies should include the goals, budgets, value added if applicable, and the results of the campaign including how it was tracked. If budget information is proprietary, you may include the media plan without the dollar	

	amount.	
23	Submit an example of a media plan for a current client (may be redacted for confidentiality) to illustrate how your media plans are presented.	
24	Submit an example of tracking results of a current client (may be redacted for confidentiality) to illustrate how tracking results are presented.	
25	List your organization's current clients for whom you provide media buying services. Indicate the three largest accounts, as calculated by the percent of your organization's annual gross billings for each account.	

**5.3 PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

**5.4 TECHNICAL APPROACH**

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

**5.5 ACCEPTANCE OF WORK**

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

**5.6 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the College, up to 6 months after such end date all such reasonable transition assistance requested by the College, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the College or its designees. If the College exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The College shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## **6.0 CONTRACT ADMINISTRATION**

---

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

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

### **6.2 POST AWARD MANAGEMENT REVIEW MEETINGS**

The Vendor, at the request of the College, shall meet periodically with the College for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and College performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

### **6.3 CONTINUOUS IMPROVEMENT**

The College encourages the Vendor to identify opportunities to reduce the total cost the College. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

### **6.4 PERIODIC WEEKLY STATUS REPORTS**

The Vendor shall provide Management Reports to the designated Contract Lead on a weekly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within ten (10) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

### **6.5 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the College's Contract Lead for resolution. A claim by the College shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.6 CONTRACT CHANGES**

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

### **6.7 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm for the three years of the contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation of the need based off the product/equipment documentation from the manufacturer. Price increases will be negotiated and agreed to by both the College and Vendor in advance of any price increase going into effect. The College is not obligated to accept pricing

adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the College at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation.

*This space has been left blank intentionally.*

**ATTACHMENT A: PRICING**

---

All responses will be evaluated on the commission below:

Percentage Mark-Up for all Media Buying as outlined in the RFP	<u>12.0</u> % of gross media spend
--	---------------------------------------

**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 the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The College 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.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the College 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 College, 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 College.
5. **EXECUTION:** Failure to execute page 1 of the RFP (Execution Page) in the designated space shall render the proposal non-responsive, and it will 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 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 College 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 Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors 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-College 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 College, as required by North Carolina law. A College 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 College of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted 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 College 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 College encourages participation by Vendors certified by the College Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on College contracts.
12. **RECIPROCAL PREFERENCE**: G.S. 143-59 establishes a reciprocal preference requirement to discourage other Colleges 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 College does so, North Carolina applies the same percentage increase to the proposal of a vendor resident in that College. 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. 147-86.60 and G.S. 147-86.82, the following companies are ineligible to contract with the College of North Carolina or any political subdivision of the College: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the College 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 College Treasurer pursuant to G.S. 147-86.81. A contract with the College 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 College 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 College 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 College 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.College.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 College 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 College 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.College.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 for free with the College 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: <https://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
20. **WITHDRAWAL OF PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the RFP prior to the time for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the 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 College shall not be bound by informal explanations, instructions or

information given at any time by anyone on behalf of the College during the competitive process or after award. The College 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 College of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
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 College 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 College'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:**

- a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the College. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the College a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the College shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The College shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the College.
- b) Vendor has a limited, non-exclusive license to access and use College Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the College related to all services performed or deliverables procured hereunder during the College's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.
- c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the College 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 deliverables under The Contract prepared by the Vendor shall, at the option of the College, 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 College for damages sustained by the College by virtue of any breach of The Contract, and the College may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the College from such breach can be determined. The College may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the College.
- d) In the event of default by the Vendor, the College 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 College 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 College.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship or performance of the Services offered prior to acceptance, 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 College 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 College 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 College of North Carolina, without regard to its conflict of laws rules, and within which College 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 a 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. **NON-DISCRIMINATION:**
  - a. The Vendor will take necessary action to comply with all Federal and College 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 College law.
  - b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
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 College, 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. Performance under The Contract does not infringe upon 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 deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United Colleges, the Vendor, shall at its option and expense, either procure for the College the right to continue using the deliverables, or replace or modify the same to become non-infringing. 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 deliverables and refund any sums the College has paid Vendor and make every reasonable effort to assist the College in procuring substitute deliverables. If, in the sole opinion of the College, the cessation of use by the College of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the College 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 College paid for unused Services or Deliverables.
- c. The Vendor, at its own expense, shall defend any action brought against the College to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United Colleges. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the College 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 College 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 College shall have the option to participate in such action at its own expense.
- d. Vendor will not be required to defend or indemnify the College if any claim by a third party against the College for infringement or misappropriation results from the College's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

**10. TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the College may terminate this contract at any time by providing 60 days' notice in writing from the College to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the College, become its property. If the contract is terminated by the College as provided in this section, the College 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 College of North Carolina as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the College 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 College 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 College 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 College to anyone other than the Vendor and the

Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the College 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 Attachment F, 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 College 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 College, 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 from the date that the College has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the College's agents who are involved in the delivery or processing of Vendor deliverables or Services to the College. 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 Collegewide E-Procurement Service. The College's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Collegewide 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 SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF ALL GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE COLLEGEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be Collected or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the College's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or

b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its

right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the

Vendor is due to the account designated by the College within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the College within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the College agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

d) The Supplier Manager will capture the order from the College 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 College Contract. The College or College-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

e) Vendor shall at all times maintain the confidentiality of its username and password for the Collegewide 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 Collegewide 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 College and the Supplier Manager to mitigate and correct any security breach.

**17. SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the College's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

**18. CONFIDENTIALITY:** Any College 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 College.

**19. CARE OF COLLEGE 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 College (College Data), or other College property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the College for The Contract. Vendor will reimburse the College for loss or damage of such property while in Vendor's custody.

The College's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such College Data shall be returned to the College in a form acceptable to the College upon the termination or expiration of this Agreement. The Vendor shall notify the College 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 College 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 Colleges, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the College in writing, prior written approval must be obtained from the College 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 College contract to  
a

location outside of the United Colleges.

- 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, College, 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 Collegements 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 College statutes of limitation.
- 23. ELECTRONIC RECORDS:** The College 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 College 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 College under applicable law. The waiver by the College 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 College or federal constitutional provision or principle that otherwise would be available to the College under applicable law.

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

---

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 Colleges in the performance of this Contract. The College 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 Colleges?  YES  NO

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

1. List the location(s) outside the United Colleges 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 College, 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 Colleges  YES  NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the College 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:

709 Westchester Drive, Suite 101-102  
High Point, NC 27262

---

**ATTACHMENT E: SUPPLEMENTAL VENDOR INFORMATION**

---

**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 College 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, College HUB classification: Certified Female/Woman Owned Business

---

Type text here

**ATTACHMENT F: CERTIFICATE OF INSURANCE REQUIREMENTS**

<b>Insurance Requirements</b>	
<b>Commercial General Liability (CGL)</b> – (occurrence form) coverage not less than:	\$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 & non-contributory. <b>Schedule of Endorsements</b> must be provided <b>GL Policy Number</b> must be listed
<b>Automobile Liability:</b> – Required for all Owned Autos or must provide 'Hired & Non-Owned Auto' coverage:	\$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 Central Piedmont Community College
<b>Umbrella Liability</b> – Additional coverage that can be combined to meet requirements	\$10,000,000 Per occurrence
<b>Workers' Compensation</b>	College 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 Central Piedmont Community College
<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)	– 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
<b>Professional Liability (Errors and Omissions)</b> –if professional services are being provided	\$5,000,000 Per Occurrence/ \$10,000,000 Aggregate
<b>Cyber Liability</b>	\$7,500,000 Per Occurrence *Including information security & privacy liability

**CERTIFICATES OF INSURANCE MUST INDICATE THE FOLLOWING**

---

- 1) A-B Tech Community College needs to be listed as the **Additional Insured**:
  - a. A-B Tech 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 A-B Tech Community College may carry
    - Waiver of Subrogation on all policies in favor of A-B Tech Community College
    - Make subcontractor's insurance primary
  
- 2) A-B Tech Community College needs to be listed as the **Certificate Holder**:

Asheville-Buncombe Technical Community College  
ATTN: INSERT ADDRESS

Mailing address:  
Physical address:
  
- 3) A-B Tech Community College 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 A-B Tech Community College, **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.

# Additional Attachments

- 1) Certificate of Insurance
- 2) Financial Documentation



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> JONES AND PEACOCK, INC. 1812 Eastchester Drive High Point NC 27265		<b>CONTACT NAME:</b> Jenay McDaniel <b>PHONE (A/C, No. Ext):</b> (336) 889-8282 <b>E-MAIL ADDRESS:</b> jenay@jonesandpeacock.com <b>FAX (A/C, No):</b> (336) 889-2338	
<b>INSURED</b> MEDIA PLACEMENT SERVICES 709 WESTCHESTER DR STE 10 HIGH POINT NC 27262-2400		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Selective Insurance Co. of America	<b>NAIC #</b> 12572
		<b>INSURER B:</b> Selective Insurance Co. of S.E	39926
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL206802848      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER			S 1990196	06/11/2020	06/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Non-owned \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 1990196	06/11/2020	06/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 7978339	06/11/2020	06/11/2021	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured status, Primary and Non contributory, waiver of subrogation included under general liability when required by contract as defined per blanket additional insured Form BP 72 47 09 19

**CERTIFICATE HOLDER****CANCELLATION**

A-B Tech Community College 340 Victoria Road  Asheville NC 28801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

# BUSINESSOWNERS LIABILITY ENHANCEMENT

## (INCLUDING BUSINESSOWNERS COMMON POLICY CONDITIONS AMENDMENTS)

BUSINESSOWNERS  
BP 72 47 09 19

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS COVERAGE FORM

The sections of the above form identified in this endorsement will be amended as shown below. However, if (a) **two or more Coverage Parts of this policy**, or (b) **two or more forms or endorsements within the same Coverage Part** apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the above form apply unless modified by the endorsement.

The following changes are made to **SECTION II – LIABILITY, A. Coverages, 1. Business Liability:**

#### A. SUPPLEMENTARY PAYMENTS

Sub-Paragraphs 1.(b) and 1.(d) of Paragraph f. **Coverage Extension – Supplementary Payments** are replaced by the following:

(b) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$1,000 a day because of time off from work.

#### B. EXCLUSIONS

The following changes are made under Paragraph B. **Exclusions:**

##### 1. NON-OWNED AIRCRAFT

Exclusion g. **Aircraft, Auto Or Watercraft** does not apply to any aircraft, not owned or operated by any insured that is hired, chartered or loaned with a crew paid by a party other than an insured.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

##### 2. NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry persons or property for a charge.

With respect to Paragraph (a) above, any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

##### 3. PERSONAL AND ADVERTISING INJURY CONTRACTUAL EXCLUSION AMENDMENT

Sub-paragraph (4) of Exclusion p. **Personal And Advertising** is replaced by the following:

(4) For which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

##### 4. DAMAGE TO PREMISES RENTED TO YOU

a. The last paragraph under Paragraph 1. **Applicable to Business Liability Coverage** is replaced by the following:

4000075 1990196363



Exclusions c., d., e., f., g., h., i., k., l., m., n. and o. in SECTION II — LIABILITY do not apply to damage by fire, lightning, explosion or water release to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph D., Liability And Medical Expenses Limits Of Insurance in SECTION II — LIABILITY.

- b. Sub-paragraph 3. of Paragraph D., Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or temporarily occupied by you with the permission of the owner is the Damage To Premises Rented To You limit shown in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

- c. Sub-paragraph a. of Definition 9. "Insured contract" in Paragraph F. Liability And Medical Expenses Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### 5. MEDICAL PAYMENTS FOR NON-FOR-PROFIT MEMBERS

Sub-paragraph a. of Paragraph 2. Applicable to Medical Expenses Coverage is replaced by the following:

- a. To any insured, except "volunteer workers" and "not-for-profit members".

#### C. WHO IS AN INSURED

Subject to the Primary And Non-Contributory Provision set forth in this endorsement, Paragraph C. Who Is An Insured is amended to include as an additional insured:

##### 1. BLANKET ADDITIONAL INSURED - AS REQUIRED BY CONTRACT

- a. Owners, Lessees or Contractors / Architects, Engineers and Surveyors

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- (2) Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph (1) above;

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (a) Your acts or omissions; or
- (b) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph (1) above are completed.

40000FS 1990196364



**b. Other Additional Insureds**

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

**(1) Lessors of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability from "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(2) Managers or Lessors of Premises**

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in that premises.

**(3) Mortgagees, Assignees or Receivers**

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

**(4) Any Person or Organization Other Than A Joint Venture**

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

**(5) State or Governmental Agency or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(a) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(b) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **b.(2)** through **b.(4)**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

## 2. BROAD FORM VENDORS COVERAGE

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of a vendor's business, but the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, or part of an ingredient of any other thing or substance by or for the vendor; but this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage".

## 3. NOT-FOR-PROFIT ORGANIZATION MEMBERS AS ADDITIONAL INSURED

If you are an organization other than a partnership, joint venture or a limited liability company and you are a not for profit organization, **Who Is An Insured** is amended to include as additional insureds your officials, trustees, board members, insurance managers and "not-for-profit members" but only with respect to their liability for your activities or activities they perform on your behalf.

## 4. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. This coverage does not apply if the newly formed or acquired organization's coverage is excluded either by the provisions of this Policy or by endorsement; and
- c. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- d. This coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as Named Insured in the Declarations.

**D. INCIDENTAL MALPRACTICE**

Sub-paragraph 2.a.(1)(d) of Paragraph C. **Who Is An Insured** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services. This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

**E. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Paragraphs a. and b. of Paragraph E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS, Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** will not apply until after the "occurrence", or offense, or claim or "suit" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation;
- (d) Your members, managers or insurance manager, if you are a limited liability company; or
- (e) Your elected or appointed officials, trustees, board members or your insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

**F. DEFINITIONS**

Paragraph F. **Liability And Medical Expenses Definitions** is amended as follows:

**1. MENTAL ANGUISH**

(This provision does not apply in New York.)

Definition 3. is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time. (In New York, mental anguish has been determined to be "bodily injury.")

**2. TEMPORARY WORKERS AS EMPLOYEES**

Definition 5. is replaced by the following:

- 5. "Employee" includes a "leased worker" and a "temporary worker".

**3. MOBILE EQUIPMENT**

(This provision does not apply in the states of New York or Virginia.)

Paragraph f.(1) of Definition 12. does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**4. DISCRIMINATION**

(This provision does not apply in New York.)

- A. The following is added to Definition 14.:

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" is:

- a. Not done by or at the direction of:
  - (1) The insured; or
  - (2) Anyone considered an insured under Paragraph C. **Who Is An Insured**;
- b. Not done Intentionally to cause harm to another person.
- c. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- d. Not arising out of any "advertisement" by the insured.

- B. The following definition is added:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

4000073 1990196365



- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

This provision does not apply if "personal and advertising injury" coverage is excluded either by the provisions of this policy or by endorsement.

**5. NOT FOR PROFIT MEMBERS**

The following definition is added:

"Not for profit members" means a person(s) who is a member of a not for profit organization, including clubs and civic organizations who receive no financial or other compensation.

**G. SECTION III — BUSINESSOWNERS COMMON POLICY CONDITIONS — Amendments**

**1. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added to Paragraph C. **Concealment, Misrepresentation Or Fraud:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy or during the policy period in connection with any additional hazards, we shall not deny coverage under this policy based upon such failure.

- 2. Paragraph G. **Liberalization** is replaced by the following:

**G. LIBERALIZATION**

If we revise this Coverage Form to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**3. Primary and Non-Contributory Provision**

The following is added to Paragraph 2. of Condition H. **Other Insurance:**

- c. This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**4. The following is added to Paragraph 2. of Condition K. Transfer Of Rights Of Recovery Against Others To Us:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

- 1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
- 2. Such person or organization is an additional insured on your policy; or
- 3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract."

This amendment only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

# TRIADBUSINESSBANK

February 23, 2021

Re: Media Placement Services, Inc  
Credit Reference

To Whom It May Concern:

Media Placement Services Inc. has been a customer of Triad Business Bank for almost one year. Our experience with the company has been excellent. At a previous bank I managed this relationship for ten years where the experience with this company was excellent also.

They have three accounts with us that average an aggregate mid-six figure balance. The company has no debt with us.

If further information is needed regarding this relationship, please contact me at (336)847-1614 or (336)899-0633, Ext. 303.

Sincerely,

*Leah Penry Price*

High Point Market President

2485 Penny Road, Ste. 120

High Point, NC 27265

Work: 336-899-0633, Ext. 303

Mobile: 336-847-1614

Email: [LPrice@TriadBusinessBank.com](mailto:LPrice@TriadBusinessBank.com)

Website: <https://triadbusinessbank.com/>

Campaign	Media	Flight Dates	Ad Size	Start Dates	Materials Deadline	Materials Provider	Materials Submitted	Order Submitted
Spring Registration	Asheville Citizen-Times	12/16/20	1/2-page 4C (10" x 9.75")	12/16/20	12/11/20	AB Tech	yes	yes
Spring Registration	Asheville Citizen-Times	12/23/20	1/2-page 4C (10" x 9.75")	12/23/20	12/18/20	AB Tech	yes	yes
Spring Registration	Mountain Xpress	12/2/20	1/4-page ad	12/2/20	11/20/20	AB Tech	yes	yes
Spring Registration	Mountain Xpress	12/16/20	1/4-page ad	12/16/20	12/11/20	AB Tech	yes	yes
Spring Registration	ACT.com	12/6/20-12/27/20	300x250	12/2/20	11/30/20	AB Tech	yes	yes
Spring Registration	Lamar	11/30/11-1/10/21	6 Posters (10.6 x 22.9)	11/30/20	11/20/20	AB Tech	yes	yes
Spring Registration	Lamar	11/30-1/10/21	Digital (12x25)	11/30/20	11/20/20	AB Tech	yes	yes
Spring Registration	Lamar	11/30-1/10/21	Digital (10.6 x 22.9)	11/30/20	11/20/20	AB Tech	yes	yes
Spring Registration	Broadcast/Cable TV	11/30-1/10/21	Digital (10.6 x 22.9)	11/30/20	11/20/20	AB Tech	yes	yes
Scholarship	WCQS-FM	12/14/20-12/27/20	30-second spot	12/2/20	11/30/20	AB Tech	yes	yes
Scholarship	I Heart	12/14/20-12/27/20	15-second copy	12/14/20	12/14/20	AB Tech	yes	yes
Scholarship	Spotify	12/16/20-1/10/21	30-second spot	12/14/20	12/14/20	AB Tech	yes	yes
Selective Admissions	WCQS-FM	2/8/21-2/28/21	30-second script / 640x640 Display Ad	12/16/20	12/14/20	AB Tech	yes	yes
Late Start Classes	Mountain Xpress	3/1/0/21	15-second copy	2/8/21	2/2/21	AB Tech	yes	yes
Selective Admissions	Asheville Citizen-Times	3/1/0/21	1/4-page 4C	3/3/21	3/3/21	AB Tech	yes	yes
Selective Admissions	Asheville Citizen-Times	3/1/0/21	1/4-page 4C	3/17/21	3/17/21	AB Tech	yes	yes