

# **Department of Natural and Cultural Resources**

Request for Proposal #: 46-DNCR-25-2085

**Comprehensive Re-Branding Campaign for DCNR** 

Date of Issue: February 19, 2025

**Proposal Opening Date:** 

March 7, 2025, At 2:00 PM ET

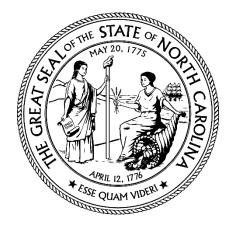
Direct all inquiries concerning this RFP to:

**Dennis Jimenez** 

Procurement Specialist III

Email: dennis.jimenez@dncr.nc.gov

Phone: 919-814-6724



# **STATE OF NORTH CAROLINA**

# Request for Proposal #

46-DNCR-25-2085

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

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

Vendor Name	
Vendor eVP#	

**Note**: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at

https://vendor.ncgov.com/vendor/login

STATE OF NORTH CAROLINA  Department of Natural and Cultural Resources			
Refer <u>ALL</u> Inquiries regarding this RFP to the	Request for Proposal #: 46-DNCR-25-2085		
procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details:	Proposals will be publicly opened: March 7, 2025, at 2:00 PM ET		
Using Agency: Marketing and Communications	Commodity No. and Description: 801717 - Reputation and brand		
Requisition No.: RQ178060	management services, 801718 - Public relations and media relations		
	services		

#### **EXECUTION**

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

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

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

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

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

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

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:	

Proposal Number: 46-DNCR-25-2085	venaor:
VALIDITY PERIOD	
	ate of bid opening, unless otherwise stated here: days, or if extended by mutual f this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.
ACCEPTANCE OF PROPOSAL	
	along with the written results of any negotiations, shall constitute the written agreement IA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending and conditions may apply, as mutually agreed.
FOR STATE USE ONLY: Offer accepted and Contract a	warded this day of, 20, as indicated on
The attached certification, by	<u>,                                      </u>
(Authorized R	epresentative of the Department of Natural and Cultural Resources)

# Contents

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM	5
2.0	GENERAL INFORMATION	5
2.1	REQUEST FOR PROPOSAL DOCUMENT	c
2.2	E-PROCUREMENT FEE	
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	
2.4	RFP SCHEDULE	
2.5	PROPOSAL QUESTIONS	
2.6	PROPOSAL SUBMITTAL	
2.7	PROPOSAL CONTENTS	
2.8	ALTERNATE PROPOSALS.	
2.10	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS	
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS	8
3.1	METHOD OF AWARD	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION	8
3.3	PROPOSAL EVALUATION PROCESS	9
3.4	EVALUATION CRITERIA	9
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	11
3.6	INTERPRETATION OF TERMS AND PHRASES	11
4.0	REQUIREMENTS	11
4.1	PRICING	<b>1</b> 1
4.2	INVOICES	
4.3	PAYMENT SCHEDULE	17
4.4	FINANCIAL STABILITY	
4.5	HUB PARTICIPATION	17
4.6	VENDOR EXPERIENCE	17
4.7	REFERENCES	17
4.8	PERSONNEL	13
4.9	VENDOR'S REPRESENTATIONS	13
4.10	QUESTIONS TO VENDORS	13
4.11	AGENCY INSURANCE REQUIREMENTS MODIFICATION	14
5.0	SPECIFICATIONS AND SCOPE OF WORK	14

6.5

6.6

6.76.8

Proposal Number: 46-DNCR-25-2085 Vend	or:
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# 1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposal is to solicit Offers for a qualified Vendor to evolve and enhance the Department of Natural and Cultural Resources' (hereinafter DNCR) brand identity.

DNCR is seeking a strategic branding partner to evolve and enhance the agency's brand identity. The current agency brand has been in place since 2018 and is seeking a refresh to align and strengthen the agency as one agency with various divisions and locations. This new brand will wrap around all the existing brands within the agency and provide a strong visual identity that can stand alone and work well with other agency logos.

Despite DNCR's vital role in preserving and promoting North Carolina's natural, historical, and cultural assets, public awareness of the agency and its impact remains low. Many North Carolinians engage with DNCR's divisions—state parks, historic sites, museums, aquariums, archives, and the arts—without recognizing that these institutions are part of a unified agency.

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

#### 1.1 CONTRACT TERM

The Contract shall have a term of one (1) year, beginning on the date of final Contract execution (the "Effective Date"), whichever is later.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one (1) additional one-year term. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term

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

#### 2.0 GENERAL INFORMATION

#### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

#### 2.2 E-PROCUREMENT FEE

ATTENTION: This is not an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

#### What is the Ariba Network?

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

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

http://eprocurement.nc.gov/training/vendor-training.

## 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise in its discretion to consider Vendor proposed modifications. 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 unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

#### 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	February 19, 2025
Submit Written Questions	Vendor	February 25, 2025, at 5:00 PM ET
Provide Response to Questions	State	February 28, 2025
Submit Proposals	Vendor	March 7, 2025, at 2:00 PM ET
Contract Award	State	TBD

The Department of Natural and Cultural Resources will be conducting live bid openings over conference call.

Below is the call-in information for this procurement's bid opening scheduled for Friday, March 7, 2025, at 2:00 PM ET.

Call-in telephone number: 1-984-204-1487
Conference ID number: 323 036 551#

#### 2.5 PROPOSAL QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter "RFP 46-DNCR-25-2085 – Questions" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

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

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

Proposal Number: 46-DNCR-25-2085	Vendor:

# 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE:** This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

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

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

Tips for Using the Sourcing Tool

- 1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
- 2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
- 3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
- 4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
- 5. Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

#### 2.7 PROPOSAL CONTENTS

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

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

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.

Proposal Number: 46-DNCR-25-2085 Vendor: \_\_\_\_\_

- c) Vendor's Proposal addressing all Specifications of this RFP. (Sections 4.3, 4.6, 4.10, 5.2, 5.3, 5.4, 6.1)
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

# 2.8 ALTERNATE PROPOSALS

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

# 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

The following definitions, acronyms, and abbreviations are also relevant to this RFQ:

- a. Procurement Lead: Representative of the Department of Natural and Cultural Resources identified on the first page of this RFP who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer the Contract for the State.
- b. Contract Manager: Representative of the Department of Natural and Cultural Resources or awarded Vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

# 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

## 3.1 METHOD OF AWARD

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

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

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

# 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICTIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, 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, any department secretary, agency head, members of

Proposal Number: 46-DNCR-25-2085	Vendor:

the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting 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, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

#### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. 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.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the electronic Vendor Portal (eVP), <a href="https://evp.nc.gov">https://evp.nc.gov</a>, under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

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

#### 3.4 EVALUATION CRITERIA

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

#### 130 Maximum Points

The criteria listed below will be applied to each proposal response:

10

	Criteria	Maximum Points
Vendo	r Experience (Section 4.6)	20 Total
1	The Vendor demonstrates a successful experience in carrying out similar types of projects as described in the RFP.	10 points
2	Proven portfolio of work showing skills and abilities against project request.	10 points
Refere	ences (Section 4.7)	5 Total
1	The provided references are for Services of a similar size and scope to those in the RFP.	5 points
Respo	nse to Questions (Section 4.10)	30 Total
1	Comprehensive Branding Approach	5 points
2	Building Public Awareness & Engagement	5 points
3	Accelerating Decision-Making	5 points
4	Case Studies & Relevant Experience	5 points
5	Collaboration with DNCR's Internal Teams	5 points
6	Inclusive Branding & Accessibility	5 points
Projec	t Organization (Section 5.3)	15 Total
1	The Vendor's description of their project organization in the proposal clearly indicates the responsibilities of all personnel involved.	15 points
Techn	ical Approach (Section 5.4)	30 Total
1	Creative: The Vendor's technical approach provided in the proposal demonstrates a strong ability to present creative ideas and strategies that meet goals of project.	10 points
2	Delivery: The proposal response clearly demonstrates the Vendor's proven performance against delivery of project requests with consistent professionalism and responsiveness	10 points
3	Measures: Generation of data and reporting to support project narrative, insights and success measures	10 points

# Price: (30 Maximum Points) (ATTACHMENT A: PRICING FORM)

Proposed budget is sufficient to ensure completion of the project work, and each cost is reasonable and necessary.

The State will determine low price by normalizing the scores as follows:

The proposal with the lowest price will receive a score of 30. All other competing proposals will be assigned a portion of the maximum score using the formula:

30	X	the price of the lowest price proposal
		the price of the proposal being evaluated

# 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

#### 3.6 INTERPRETATION OF TERMS AND PHRASES

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

# 4.0 REQUIREMENTS

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

### 4.1 PRICING

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

#### 4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing

Proposal Number: 46-DNCR-25-2085	Vendor:
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Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

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

Invoices may be submitted to the following address: Accounts Payable

**Department of Natural and Cultural Resources** 

4605 Mail Service Center Raleigh, NC 27699-4605

Or Invoices can be emailed to:

DNCRaccountspayable@ncdcr.gov

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

#### 4.3 PAYMENT SCHEDULE

The Vendor shall provide as part of the Vendor's proposal, a payment schedule that ties all payments to delivery of task/deliverables. The payments should be based on milestones. Vendor should note that the State does not permit prepayment for services and that payment will be issued net thirty (30) days following acceptance of work by the Department.

#### 4.4 FINANCIAL STABILITY

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

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

### 4.5 HUB PARTICIPATION

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

# 4.6 VENDOR EXPERIENCE

Vendor Experience is to be presented in a narrative document that the Vendor shall include in its proposal package. Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Vendor shall describe in detail any past clients or campaigns that were similar in nature to this assignment and the work performed for these clients. Vendor shall detail how they typically like to work with a client and specify the time commitment that the client needs to make for this project. Vendor shall provide a portfolio of work showing skills and abilities against project request.

#### 4.7 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State shall contact these users to determine

Proposal Number: 46-DNCR-25-2085	Vendor:

whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the Proposal.

#### 4.8 PERSONNEL

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 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 State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

# 4.9 VENDOR'S REPRESENTATIONS

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

#### 4.10 QUESTIONS TO VENDORS

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

#### A. Comprehensive Branding Approach

- 1. How would you evolve DNCR's brand within a three-month timeline while ensuring long-term sustainability?
- 2. What branding frameworks and methodologies do you use for government agencies or complex organizations?
- 3. How would you balance consistency across DNCR's divisions while allowing flexibility for individual programs?

#### B. Building Public Awareness & Engagement

- 1. How do you develop a brand identity that resonates internally (staff & leadership) and externally (public & stakeholders)?
- 2. What strategies have you used to successfully increase brand recognition for government or multi-entity organizations?
- 3. How would you position DNCR to differentiate itself from other state agencies and tourism-related groups?

#### C. Accelerating Decision-Making

- 1. What approaches do you use to streamline decision-making and gain buy-in from government leadership?
- 2. How do you ensure alignment with state agency approval processes and constraints?

#### D. Case Studies & Relevant Experience

- 1. Provide examples of branding projects for a 'family of brands' (e.g., state agencies, multi-location organizations, or cultural institutions).
- 2. Detail how you have successfully unified multiple agency brands under a single umbrella.

#### E. Collaboration with DNCR's Internal Teams

1. DNCR has internal creative, digital, and marketing teams. How would you integrate with these resources to maximize efficiency and cost-effectiveness?

#### F. Inclusive Branding & Accessibility

- 1. How will you ensure that the DNCR brand is accessible to all North Carolinians, including underserved and historically excluded communities?
- 2. What steps do you take to meet digital accessibility standards (ADA, WCAG) in branding and communications?

# 4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:
 ☐ Small Purchases
 ☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
 ☐ Contract value in excess of \$1,000,000.00

# 5.0 SPECIFICATIONS AND SCOPE OF WORK

#### 5.1 GENERAL

The goal of this branding initiative is to develop a strong, cohesive, and recognizable identity for DNCR that:

- Clarifies who we are and what we do for the people of North Carolina.
- Unifies our diverse divisions, programs, and sites under a clear and engaging brand umbrella.
- Differentiates DNCR from other state agencies and tourism-related entities.
- Build awareness, credibility, and engagement with key audiences, including residents, policymakers, partners, and stakeholders.

This initiative will encompass brand strategy development, visual identity refinement, messaging framework creation, and implementation planning to ensure a consistent presence across all communication channels.

### **5.2 TASKS/DELIVERABLES**

The Vendor shall provide the following:

#### A. DISCOVERY AND RESEARCH

**Stakeholder Engagement:** Conduct interviews and surveys with DNCR leadership, division heads, staff, and external partners to assess brand perception and identity needs.

**Audience Research:** Identify public perception gaps and barriers to awareness through surveys, focus groups, and data analysis.

**Market and Competitive Analysis:** Evaluate state, regional, and national agencies with similar mandates to identify best practices in government branding.

**Brand Audit:** Assess existing DNCR branding, materials, websites, and communications for consistency, strengths, and areas for improvement.

#### **Deliverables:**

- 1. Research findings report
- 2. Brand perception analysis

3. Market positioning recommendations

#### **B. BRAND STRATEGY DEVELOPMENT**

Brand Positioning: Define a clear brand purpose, vision, and unique value proposition for DNCR.

**Messaging Framework:** Develop core messages tailored to different audiences, including the general public, government leaders, educators, and tourism partners.

**Inclusive Branding Strategy:** Ensure that DNCR's identity is representative and accessible to North Carolina's diverse population.

#### **Deliverables:**

- 1. DNCR brand positioning statement
- 2. Key messaging guide for internal and external audiences
- 3. Inclusive branding strategy framework

#### C. VISUAL IDENTITY DEVELOPMENT

**Logo System:** Create a refined DNCR logo and adaptable sub-brand identities for divisions while maintaining brand cohesion.

**Brand Color Palette & Typography:** Define official color schemes and typography for consistent application across digital and print materials.

**Photography & Visual Guidelines:** Establish visual storytelling principles that reflect DNCR's mission and diverse audience.

#### **Deliverables:**

- 1. Logo and brand identity assets (print & digital formats)
- 2. Typography and color usage guidelines
- 3. Brand imagery and design elements

#### D. MESSAGING AND CONTENT FRAMEWORK

**Tagline Development:** Create a memorable and concise tagline.

Key Messages: Develop key messages for different target audiences, timelines and channels.

**Content Strategy:** Outline a strategy for content creation and dissemination.

#### **Deliverables:**

- 1. Tagline options
- 2. Key messaging document

#### E. BRAND GUIDELINES

Brand Book: Compile all elements into a comprehensive brand guidelines document.

**Usage Instructions:** Provide detailed instructions on the use of brand assets.

#### **Deliverables:**

- 1. Complete brand book (PDF and print formats)
- 2. Brand asset usage guidelines

#### F. IMPLEMENTATION AND ROLLOUT

Brand Guidelines & Training: Develop a brand-style guide with clear instructions for internal teams and partners.

**Website & Digital Integration:** Provide recommendations for website updates to reflect the new brand identity in collaboration with DNCR's internal team.

**Marketing & Communications Toolkit:** Create branded templates for social media, signage, brochures, presentations, and other key materials.

Internal Rollout Plan: Conduct staff training sessions and provide resources to ensure successful adoption of the brand.

**Deliverables:** 

Proposal Number: 46-DNCR-25-2085	Vendor:

- 1. DNCR Brand Guidelines (PDF & print-ready formats)
- 2. Website brand integration recommendations
- 3. Social media, digital, and print collateral templates
- 4. Staff training materials and implementation roadmap

#### 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. The Vendor shall summarize how the project will be managed throughout each phase. Proposal shall identify Vendor staff to be assigned to the work and qualifications of each assigned staff. Describe the experience, background, and skill sets of assigned staff.

#### 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. The Technical Approach should also include examples of similar work performed by the Vendor for other clients.

Vendor's technical approach would need to demonstrate a strong ability to present creative ideas and strategies that meet goals of project. It shall demonstrate the Vendor's proven performance against delivery of project requests with consistent professionalism and responsiveness. It shall provide data and reporting to support project narrative, insights and success measures.

Note: The Department has the ability to provide multimedia assets and capabilities, with appropriate advance planning. However, the Vendor is asked to please summarize their media production capabilities, should external support be needed. This general pricing / rate information should be provided as a guideline, but not included in the total project pricing estimates, as they may not be needed.

#### 6.0 CONTRACT ADMINISTRATION

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

# 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Contract Manager Point of Contact		
Name:		
Office Phone #:		
Mobile Phone #:		
Email:		

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues.

Customer Service Point of Contact		
Name:		
Office Phone #:		
Mobile Phone #:		
Email:		

Procurement Lead	Contract Manager	
State Contractual Point of Contact	State Technical Point of Contact	
Dennis Jimenez	Catherine Swain	
Procurement Specialist III	Director of Marketing	
DNCR, Purchasing Office	DNCR, Marketing and Communication	
109 E. Jones Street	109 E. Jones Street	
Raleigh NC 27601	Raleigh, NC 27601-1023	
919-814-6724	919-814-6651	
Dennis.Jimenez@dncr.nc.gov	Catherine.swain@dncr.nc.gov	

#### 6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet monthly with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State 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 State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

#### 6.4 PERIODIC MONTHLY STATUS REPORTS

The Vendor shall be required to provide a <u>Status Report</u> to the designated Contract Lead on a <u>monthly</u> basis. This report shall include, at a minimum, information concerning <u>work accomplished during the reporting period; clarify any decision points that need to be made; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work <u>plans and schedules</u>. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.</u>

Within 10 (ten) 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 ACCEPTANCE OF WORK

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



Services or Goods are approved as acceptable by the Contract Manager.

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

#### 6.6 DISPUTE RESOLUTION

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

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

#### 6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the Procurement Lead.

# 6.8 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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Vendor:			

# **ATTACHMENT A: PRICING FORM**

# **FURNISH AND DELIVER:**

Pricing shall be submitted ONLY on this form and in the format provided.

Items 1-6 will be evaluated.

Item 7 is an optional cost, will not be evaluated and may be purchased at the discretion of the state.

Item	Description	Price
Perform all services delineated in Section 5.2: Task/Deliverables for the stated firm and fixed price. Payment will be made after deliverables have been completed and approved.		
1	Research and Discovery	\$
2	Brand Strategy Development	\$
3	Visual Identity Development	\$
4	Messaging and Content Framework	\$
5	Brand Guidelines	\$
6	Implementation and Rollout	\$
	Total Turnkey Price (Items 1 - 6)	\$

# **OPTIONAL COSTS**

Item	Description	Price
7	Media Production as specified on Section 5.4.	خ