



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **18**

to

Contract Number **071B6600070**

<b>CONTRACTOR</b>	PACE & PARTNERS INC dba/ GUD MARKETING
	1223 Turner Street , Suite 101
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	CV0036125

<b>STATE</b>	Program Manager	Various	DTMB
	Contract Administrator	Sarah Walter	DTMB
		(517) 256-4237 walters6@michigan.gov	

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
2% 10, NET 30 EXCEPT PASS THROUGH COSTS		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
P-Card	PRC	<input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,575,730.57	\$2,175,000.00	\$17,750,730.57		

**DESCRIPTION**

Effective December 15, 2020, please note the following:

- This Contract is hereby increased by \$2,175,000.00:
  - \$1,425,000.00 is hereby allocated to Treasury's Michigan Education Trust (MET) Program.
  - \$750,000.00 is hereby allocated to Treasury's Achieving a Better Life Experience (MiABLE) program.
- The estimated Project Plan and Budget allocation for EGLE's Statewide Recycling Education Campaign is updated and replaced with the attached, for Year 3 (10/1/20 - 4/7/21) which was added via Change Notice 14.

All other terms conditions specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval and State Administrative approval on December 15, 2020.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
EGLE	Carrie Geyer	(517) 284-5182	geyerc1@michigan.gov
EGLE	Emily Freeman	(517) 256-9466	freemane@michigan.gov
DIFS	Matthew Torok	517-284-8680	torokm@michigan.gov
TREA	Raymond (Scott) DeVarone	(517) 373-1261	devaronar@michigan.gov
LEO	Erica Quealy	517-582-2961	QuealyE@michigan.gov
MDOC	LaChelle Fuller	(517) 241-6682	fullerl1@michigan.gov
TREA	Stephan Welke	517-335-2521	WelkeS1@michigan.gov

EGLE Estimated Project Plan and Budget Allocation  
10-1/20-4/7/21

EGLE STATEWIDE RECYCLING EDUCATION CAMPAIGN: ESTIMATED BUDGET	Staff Resources	Estimated Hours	Blended Hourly Rate	Estimated Total
<b>PROJECT PLAN TASKS AND SUBTASKS</b>				
<b>ESTIMATED YEAR 3</b>				
<b>Account Management Services</b>				<b>\$ 75,000.00</b>
<b>Project Plan-</b> development of project plan post kickoff meeting	Account Manager	10	125	\$ 1,250.00
<b>Ongoing Campaign Oversight and Coordination</b> of all activities/tasks associated with the development and implementation of a statewide campaign.	Director of Client Services			
	Account Manager Account Coordinator	310	125	\$ 38,750.00
<b>Progress Meetings-</b> weekly call/meeting with EGLE team and review/approval meetings on campaign deliverables as outlined in the project plan.	Director of Client Services			
	Account Manager Account Coordinator	100	125	\$ 12,500.00
<b>Reports-</b> monthly written report to Program Director to provide progress reports of work completed, updated budget information and effectiveness of marketing campaign. Final report delivered to EGLE of overall campaign effectiveness that includes all metrics agreed upon at the launch meeting.	Account Manager			
	Account Coordinator	100	125	\$ 12,500.00
<b>Presentations-</b> as needed (Note: Presenters TBD depending on subject matter to be covered)	Leadership Team	80	125	\$ 10,000.00
				<b>\$ 335,000.00</b>
<b>Various Services</b>				<b>\$ 62,500.00</b>
<b>Research</b>				
<b>Secondary Research-</b> Review existing national promotional materials, data/metrics, reports, existing research, etc.	Research Manager	80	125	\$ 10,000.00
	Research Manager	100	125	\$ 12,500.00
<b>Primary Research-</b> Development of survey questions for deployment and analyze metrics and develop report of results				\$ 40,000.00
<b>Direct Expense:</b> Outside vendor costs that include survey programming, list development, survey deployment, reporting, etc.				\$ 75,000.00
<b>Public Relations-</b> Statewide media outreach, press conferences (multiple locations), logistics, etc.	PR Team	600	125	\$ 75,000.00
				\$ 112,500.00
<b>Development of Campaign Assets-</b> Key specialist work on development of campaign assets that cover all media platforms (paid, owner, earned) for review and approval by EGLE team	Creative Team	600	125	\$ 75,000.00
	Social Media Team	150	125	\$ 18,750.00
	Digital Team	150	125	\$ 18,750.00
<b>Organic Social Engagement and Grassroots-</b> Organic social engagement, monitoring and responses (Twitter, Facebook, Instagram, LinkedIn, etc.)				\$ 85,000.00
	Creative Team	300	125	\$ 37,500.00
	Social Media Team	300	125	\$ 37,500.00
<b>Outside Costs:</b> (direct expenses)- includes video editing, talent agency fees (if applicable), music and other expenses involved in creative development (e.g. mileage, food, lodging)				\$ 10,000.00
<b>Paid Media</b>				<b>\$ 750,000.00</b>
<b>Direct Expense:</b> FY 20-21 Paid Media (includes media fee)				\$ 750,000.00
<b>Total for YEAR 3 (October 2020-April 2021)</b>				<b>\$ 1,160,000.00</b>



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**CONTRACT CHANGE NOTICE**

Change Notice Number 17

to

Contract Number 071B6600070

<b>CONTRACTOR</b>	PACE & PARTNERS INC dba/ GUD MARKETING
	1223 Turner Street , Suite 101
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	CV0036125

<b>STATE</b>	Program Manager	Various	MULTI
	Contract Administrator	Sarah Walter	DTMB
		(517) 256-4237	
		walters6@michigan.gov	

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
2% 10, NET 30 EXCEPT PASS THROUGH COSTS		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
P-Card	PRC	<input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	April 7, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$14,875,730.57	\$16,113.39	\$14,891,843.96		

**DESCRIPTION**

Effective September 21, 2020 this Contract is hereby increased by \$16,113.39 for the Department of Insurance and Financial Services (DIFS) for the continuation of the Social Media Campaign, Stabilize Market Grant Program referenced in Change Notice 12 of this Contract.

All other terms, conditions, specification, and pricing remain the same, per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
EGLE	Carrie Geyer	(517) 284-5182	geyec1@michigan.gov
EGLE	Emily Freeman	(517) 256-9466	freemane@michigan.gov
DIFS	Matthew Torok	517-284-8680	torokm@michigan.gov
TREA	Raymond (Scott) DeVarone	(517) 373-1261	devaronar@michigan.gov
LEO	Erica Quealy	517-582-2961	QuealyE@michigan.gov
MDOC	LaChelle Fuller	(517) 241-6682	fuller1@michigan.gov
TREA	Stephan Welke	517-335-2521	WelkeS1@michigan.gov



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**CONTRACT CHANGE NOTICE**

Change Notice Number **16**  
 to  
 Contract Number **071B6600070**

<b>CONTRACTOR</b>	PACE & PARTNERS INC dba/ GUD MARKETING
	1223 Turner Street , Suite 101
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	CV0036125

<b>STATE</b>	Program Manager	Various	MULTI
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 249-0438 ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
2% 10, NET 30 EXCEPT PASS THROUGH COSTS		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
P-Card	PRC	<input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**  
 N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		April 7, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$14,875,730.57	\$700,000.00	\$15,575,730.57		

**DESCRIPTION**

Effective April 22, 2020, this Contract is increased by \$700,000 for Treasury's Michigan Education Trust (MET) Program.  
 All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency Agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on April 21, 2020.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
EGLE	Carrie Geyer	(517) 284-5182	geyerc1@michigan.gov
EGLE	Emily Freeman	(517) 256-9466	freemane@michigan.gov
DIFS	Matthew Torok	517-284-8680	torokm@michigan.gov
TREA	Chad Somerville	(517) 373-1620	somervillec@michigan.gov
TREA	Raymond (Scott) DeVarone	(517) 373-1261	devaronar@michigan.gov
LEO	Erica Quealy	517-582-2961	QuealyE@michigan.gov
MDOC	LaChelle Fuller	(517) 241-6682	fullerl1@michigan.gov
TREA	Stephan Welke	517-335-2521	WelkeS1@michigan.gov



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**CONTRACT CHANGE NOTICE**

Change Notice Number **15**  
 to  
 Contract Number **071B6600070**

<b>CONTRACTOR</b>	PACE & PARTNERS INC dba/ GUD MARKETING
	1223 Turner Street , Suite 101
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	CV0036125

<b>STATE</b>	Program Manager	Various	MULTI
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 249-0438	ostrowskim@michigan.gov

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
2% 10, NET 30 EXCEPT PASS THROUGH COSTS		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
P-Card	PRC	<input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**  
 N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$14,875,730.57	\$10,000.00	\$14,885,730.57		

**DESCRIPTION**

Effective 11/27/19, this Contract is hereby increased \$10,000.00 for Treasury's Bureau of Local Government and School Services (BLGSS) and their attached Statement of Work and pricing for Benton Harbor School Community outreach campaign video is incorporated.

Please note that the Program Manager for this SOW is Stephan Welke: 517-335-2521; welkes1@michigan.gov All other terms, conditions, specifications, and pricing remain the same.

Per Contractor and Agency agreement and DTMB Procurement approval.



**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
LEO	Denise Flannery	(517) 373-4238	flanneryd1@michigan.gov
EGLE	Carrie Geyer	(517) 284-5182	geyerc1@michigan.gov
EGLE	Emily Freeman	(517) 256-9466	freemane@michigan.gov
DIFS	Darcie Payne	(517) 284-8674	payned3@michigan.gov
TREA	Chad Somerville	(517) 373-1620	somervillec@michigan.gov
TREA	Raymond (Scott) DeVarone	(517) 373-1261	devaronar@michigan.gov
LEO	Sammie Lukaskiewicz	(517) 335-0094	lukaskiewiczs@michigan.gov
MDOC	LaChelle Fuller	(517) 241-6682	fullerl1@michigan.gov
TREA	Stephan Welke	517-335-2521	WelkeS1@michigan.gov

**Contract No. 071B6600070 - Change Notice 15**  
**STATE OF MICHIGAN**  
**Marketing and Advertising Services – Department of Treasury**

This amendment is to add a Program Area and its associated Statement of Work (SOW) for the Department of Treasury – Bureau of Local Government and School Services (BLGSS).

BLGSS Budget Cap: \$10,000.00

**Background:** The Benton Harbor School Community Engagement and Advisory Committee (CEAC) was established to assess and report on the school district's current academic and financial condition. The committee members are engaging stakeholders and considering the enrollment, academic programs, capital needs and other issues as they work openly and transparently on an operating plan.

As part of the CEAC's community outreach initiatives, the Department of Treasury has agreed to contract with a public relations firm to create, develop and produce one (1) introductory video to raise awareness of the CEAC's mission and initiatives including interviews with key stakeholders that will be filmed and used during outreach events in Benton Harbor and on the CEAC website.

**BLGSS Program Manager for this SOW:** Stephan Welke, welkes1@michigan.gov, 517.335.2521

Contractor's assigned Account Manager for this SOW: Julie Krueger

**Target Audience:** The community of Benton Harbor.

**Activity & Costs Breakdown:**

Account Management Services: Fixed Fee: \$750 (6 hrs)

Creative and Production Services: \$125.00/hr: \$7,000 (56 hrs)

- Various Services (Content development, on location filming, editing)
  - Creative Director
  - Creative Strategist
  - Producer
  - Production Assistant
  - Writer

Outside costs: \$2,250 – Subject to competitive bid to the maximum practical extent possible as determined by the Program Manager.

**Treasury Approvals:** Approval of any chosen script is required by the Treasury Program Manager before entering filming stages. In addition to the script, the Contractor must obtain Treasury approval on all production elements.

**Postproduction Edit:** The Contractor will conduct a minimum of two rounds of edits for the video, based on Treasury feedback.

**Acceptance:** Contractor must obtain Treasury review and approval on the final product prior to any distribution.

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**CONTRACT CHANGE NOTICE**

Change Notice Number **14**  
 to  
 Contract Number **071B6600070**

<b>CONTRACTOR</b>	PACE & PARTNERS INC dba/ GUD MARKETING
	1223 Turner Street , Suite 101
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	CV0036125

<b>STATE</b>	Program Manager	Various	MULTI
	Contract Administrator	Mary Ostrowski (517) 249-0438 ostrowskim@michigan.gov	DTMB

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
2% 10, Net 30 except pass through costs		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
P-Card	PRC	<input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**  
 N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		April 7, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,875,730.57	\$3,000,000.00	\$14,875,730.57		

**DESCRIPTION**

Effective June 25, 2019:  
 1) This Contract is hereby increased \$3,000,000.00 for Environment, Great Lakes and Energy (EGLE), [formerly Department of Environmental Quality (DEQ)] and their attached Project Plan for the Statewide Recycling Education & Initiative program is incorporated.  
 2) The Program Manager is updated to Emily Freeman, replacing Tiffany Brown:  
 Emily Freeman  
 (517) 256-9466  
 freemane@michigan.gov

All other terms, conditions, specifications, and pricing remain the same.

Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on May 21, 2019.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
TED	Denise Flannery	(517) 373-4238	flanneryd1@michigan.gov
EGLE	Carrie Geyer	(517) 284-5182	geyec1@michigan.gov
EGLE	Emily Freeman	(517) 256-9466	freemane@michigan.gov
DIFS	Darcie Payne	(517) 284-8674	payned3@michigan.gov
TREA	Chad Somerville	(517) 373-1620	somervillec@michigan.gov
TREA	Raymond (Scott) DeVarone	(517) 373-1261	devaronar@michigan.gov
TED	Sammie Lukaskiewicz	(517) 335-0094	lukaskiewicz@michigan.gov
MDOC	LaChelle Fuller	(517) 241-6682	fullerl1@michigan.gov

<b>EGLE STATEWIDE RECYCLING EDUCATION CAMPAIGN: ESTIMATED BUDGET</b>	<b>Staff Resources</b>	<b>Estimated Hours</b>	<b>Blended Hourly Rate</b>	<b>Estimated Total</b>
<b>PROJECT PLAN TASKS AND SUB-TASKS</b>				
<b>YEAR 1</b>				
<b>Account Management Services</b>				<b>\$ 90,422.40</b>
				<b>\$ 39,509.70</b>
Kickoff meeting	Account Manager	10	125	\$ 1,250.00
	Strategic Planning Director	10	125	\$ 1,250.00
Revise project Plan	Account Manager	6	125	\$ 750.00
Presentation of research findings	Account Manager	6	125	\$ 750.00
	Research Manager	6	125	\$ 750.00
	Strategic Planning Director	6	125	\$ 750.00
Presentation of marketing plan	Account Manager	6	125	\$ 750.00
	Strategic Planning Director	6	125	\$ 750.00
	Research Manager	5.5	125	\$ 687.50
Final Project Plan	Account Manager	8	125	\$ 1,000.00
Campaign oversight and coordination	Client Services Director	81.25	125	\$ 10,156.25
	Strategic Planning Director	6.25	125	\$ 781.25
	Account Manager	76	125	\$ 9,500.00
Progress Meetings	Account Manager	16.5	125	\$ 2,062.50
	Account Coordinator	5	125	\$ 625.00
	Outreach and Engagement Director	10.75	125	\$ 1,343.75
	PR Specialist	5.75	125	\$ 718.75
	Research Manager	13.25	125	\$ 1,656.25
	Senior PR Manager	31.25	125	\$ 3,906.25
<b>Direct Expense: Outside misc. vendor costs (URL)</b>				<b>\$ 72.20</b>
<b>Step 1. Secondary Research</b>				<b>\$ 5,281.25</b>
Review existing information, best practices, competitive landscape, etc.	Research Manager	8	125	\$ 1,000.00
	Research Assistant	31.5	125	\$ 3,937.50
	Strategic Planning Director	0.25	125	\$ 31.25
	Account Manager	2.25	125	\$ 281.25
	Senior PR Manager	0.25	125	\$ 31.25
<b>Step 2. Primary Research (Baseline Survey)</b>				<b>\$ 36,506.45</b>
Define/confirm research goals and objectives	Strategic Planning Director	2	125	\$ 250.00
	Research Manager	2	125	\$ 250.00
	Account Manager	1	125	\$ 125.00
Determine recommended methodology and schedule/timeline	Strategic Planning Director	4	125	\$ 500.00
	Research Manager	4	125	\$ 500.00
Develop questionnaire	Strategic Planning Director	10	125	\$ 1,250.00
	Research Manager	30	125	\$ 3,750.00
	Writer/Editor	7	125	\$ 875.00
	Research Assistant	1.5	125	\$ 187.50
Pre-test programmed survey	Research Manager	2	125	\$ 250.00
Field baseline survey	Research Manager	4	125	\$ 500.00
Analysize results and develop report	Strategic Planning Director	6	125	\$ 750.00
	Research Manager	12.75	125	\$ 1,593.75
	Account Manager	1.5	125	\$ 187.50
	Art Director	0.25	125	\$ 31.25
	Creative Director	0.75	125	\$ 93.75
	Outreach & Engagement Director	1.25	125	\$ 156.25
<b>Direct Expense: Outside vendor costs that includes survey programming, list development, survey deployment, reporting, etc.</b>				<b>\$ 25,256.45</b>
<b>Step 3. Primary Research (Interviews)</b>				<b>\$ 2,531.25</b>
Conduct (7) phone interviews	Strategic Planning Director	1.5	125	\$ 187.50
	Research Manager	12	125	\$ 1,500.00
	Research Assistant	2.25	125	\$ 281.25
	Account Manager	4.5	125	\$ 562.50
<b>Steps 4. and 5. Impact Strategic Marketing and Media Plan</b>				<b>\$ 6,593.75</b>
Team launch on development of impact strategy plan	Strategic Planning Director	1	125	\$ 125.00
	Outreach and Engagement Director	1	125	\$ 125.00
	Client Services Director	1	125	\$ 125.00
Develop marketing campaign strategy	Strategic Planning Director	2	125	\$ 250.00
	Outreach and Engagement Director	4	125	\$ 500.00
	Creative Strategist	8	125	\$ 1,000.00
	Client Services Director	3.5	125	\$ 437.50
Review all social and content opportunities	Outreach and Engagement Director	0.75	125	\$ 93.75
	PR Specialist	0.75	125	\$ 93.75
Development of integrated marketing plan	Strategic Planning Director	12.75	125	\$ 1,593.75
	Outreach and Engagement Director	2	125	\$ 250.00
	Writer/Editor	0.5	125	\$ 62.50

	Research Manager	10	125	\$	1,250.00
	Senior PR Manager	2.5	125	\$	312.50
	Social Media Coordinator	3	125	\$	375.00
<b>Various Services</b>					<b>\$ 57,032.64</b>
<b>Step 6. Messaging &amp; Creative Concepts</b>					<b>\$ 35,365.04</b>
Strategy brief prepared for launch	Strategic Planning Director	4	125	\$	500.00
Creative launch and dialog	Art Director	1	125	\$	125.00
	Associate Creative Director	1	125	\$	125.00
	Creative Director	1	125	\$	125.00
	Creative Strategist	1	125	\$	125.00
	Strategic Planning Director	1	125	\$	125.00
	Writer/Producer	1	125	\$	125.00
Brainstorming, ideation, concept development and	Art Director	78.5	125	\$	9,812.50
	Associate Creative Director	60	125	\$	7,500.00
	Creative Director	16.5	125	\$	2,062.50
	Production Manager	10.75	125	\$	1,343.75
	Production Coordinator	7.25	125	\$	906.25
	Creative Strategist	3	125	\$	375.00
	Strategic Planning Director	10.5	125	\$	1,312.50
	Writer/Producer	55	125	\$	6,875.00
	Web Developer	1	125	\$	125.00
Messaging formed	Associate Creative Director	18.25	125	\$	2,281.25
	Creative Strategist	5.5	125	\$	687.50
<b>Direct Expense: Outside vendor costs that include storyboard artist and video shoot props</b>					<b>\$ 833.79</b>
<b>Step 7. Creative Materials Development</b>					<b>\$ 21,667.60</b>
Support EGLE with conference needs (collateral, tchotchkes, presentation, talking points, etc.)	Art Director	10	125	\$	1,250.00
	Associate Creative Director	22	125	\$	2,750.00
	Production Manager	21	125	\$	2,625.00
	Creative Strategist	13.25	125	\$	1,656.25
	Outreach & Engagement Director	1.5	125	\$	187.50
<b>Direct Expense: Outside vendor costs that include printing, tchotchkes, etc.</b>					<b>\$ 13,198.85</b>
<b>Paid Media</b>					<b>\$ 85,000.00</b>
<b>Direct Expense: FY 19-20 Paid Media (includes media fee)</b>					<b>\$ 85,000.00</b>
<b>Total for YEAR 1 (April 2018-April 2019)</b>					<b>\$ 232,455.04</b>
<b>ESTIMATED YEAR 2</b>					
<b>Account Management Services</b>					<b>\$ 140,000.00</b>
Update Project Plan	Account Manager	10	125	\$	1,250.00
Ongoing Campaign oversight and coordination	Client Services Director	200	125	\$	25,000.00
	Account Manager	200	125	\$	25,000.00
Progress Meetings	Account Manager	100	125	\$	12,500.00
Reports	Account Manager	30	125	\$	3,750.00
Presentations	Leadership Team	60	125	\$	7,500.00
Secondary Research	Research Manager	20	125	\$	2,500.00
	Research Analyst	60	125	\$	7,500.00
Public Relations Planning and Implementation	Senior PR Manager	300	125	\$	37,500.00
	PR Specialist	80	125	\$	10,000.00
<b>Step 8. 2020 Marketing Plan Development</b>					<b>\$ 7,500.00</b>
	Strategic Planning Director	20	125	\$	2,500.00
	Outreach and Engagement Director	20	125	\$	2,500.00
	Research Manager	20	125	\$	2,500.00
<b>Various Services</b>					<b>\$ 707,531.25</b>
<b>Step 9. Development of Campaign Assets</b>					<b>\$ 547,156.25</b>
Creative launch and dialog and ideation of deliverables	Creative Director	1	125	\$	125.00
	Writer/Producer	1	125	\$	125.00
	ACD/Art Director	1	125	\$	125.00
	Production Manager	1	125	\$	125.00
	Traffic Manager	1	125	\$	125.00
	Digital Specialist	1	125	\$	125.00
Development of assets	Creative Director	125	125	\$	15,625.00
	ACD/Art Director	816.25	125	\$	102,031.25
	Writer/Producer	300	125	\$	37,500.00
	Writer/Editor	150	125	\$	18,750.00
	Production Manager	100	125	\$	12,500.00
	Creative Strategist	160	125	\$	20,000.00
	Production Coordinator	100	125	\$	12,500.00
	Outreach & Engagement Director	190	125	\$	23,750.00
	Social Media Coordinator	190	125	\$	23,750.00
	Web developer	100	125	\$	12,500.00
	Digital Specialist	400	125	\$	50,000.00
Changes/refinements and development of final assets	Creative Director	50	125	\$	6,250.00
	Writer/Producer	100	125	\$	12,500.00

	ACD/Art Director	200	125	\$	25,000.00	
	Production Manager	75	125	\$	9,375.00	
	Digital Specialist	50	125	\$	6,250.00	
	Web developer	65	125	\$	8,125.00	
<b>Direct Expense:</b> Outside costs for video production, mascots, etc.					\$	150,000.00
<b>Step 10. Creative Materials Development</b>					\$	<b>28,375.00</b>
Support EGLE with conference needs (collateral, tchotchkes, presentation, talking points, etc.)	Art Director	30	125	\$	3,750.00	
	Associate Creative Director	60	125	\$	7,500.00	
	Outreach and Engagement Director	2	125	\$	250.00	
	Production Manager	30	125	\$	3,750.00	
	Creative Strategist	35	125	\$	4,375.00	
	Writer/Editor	10	125	\$	1,250.00	
<b>Direct Expense:</b> Materials production					\$	7,500.00
<b>Step 11. Campaign Event Support</b>					\$	<b>5,000.00</b>
Plan and Implement launch events	Art Director	14	125	\$	1,750.00	
	Associate Creative Director	5	125	\$	625.00	
	Writer/Editor	21	125	\$	2,625.00	
<b>Step 12. Organic Social Engagement</b>					\$	<b>14,500.00</b>
	Outreach and Engagement Director	16	125	\$	2,000.00	
	Social Media Coordinator	100	125	\$	12,500.00	
<b>Step 13. Grassroots</b>					\$	<b>112,500.00</b>
	Creative Team	600	125	\$	75,000.00	
	Social Media Team	300	125	\$	37,500.00	
<b>Paid Media</b>					\$	<b>2,300,000.00</b>
<b>Direct Expense:</b> FY 19-20 Paid Media (includes media fee)					\$	2,300,000.00
<b>Total for YEAR 2 (April 2019-April 2020)</b>					\$	<b>3,147,531.25</b>
<b>ESTIMATED YEAR 3</b>						
<b>Account Management Services</b>					\$	<b>140,000.00</b>
Update Project Plan	Account Manager	10	125	\$	1,250.00	
Ongoing Campaign oversight and coordination	Account Manager	200	125	\$	25,000.00	
Progress Meetings	Account Manager	100	125	\$	12,500.00	
Reports	Account Manager	60	125	\$	7,500.00	
Presentations	Leadership Team	80	125	\$	10,000.00	
Secondary Research	Research Manager	20	125	\$	2,500.00	
	Research Analyst	60	125	\$	7,500.00	
Primary Research	Strategic Planning Director	20	125	\$	2,500.00	
	Research Manager	30	125	\$	3,750.00	
	Research Analyst	30	125	\$	3,750.00	
Public Relations Planning and Implementation	Senior PR Manager	200	125	\$	25,000.00	
	PR Specialist	50	125	\$	6,250.00	
<b>Direct Expense:</b> Outside vendor costs that includes survey programming, list development, survey deployment, reporting, etc.					\$	25,000.00
<b>Steps 14. and 15. 2021 Marketing Plan Development</b>					\$	<b>7,500.00</b>
	Strategic Planning Director	20	125	\$	2,500.00	
	Outreach and Engagement Director	20	125	\$	2,500.00	
	Research Manager	20	125	\$	2,500.00	
<b>Various Services</b>					\$	<b>280,000.00</b>
<b>Step 16. Development of Campaign Assets</b>					\$	<b>170,000.00</b>
	Creative Team	810	125	\$	101,250.00	
	Social Media Team	300	125	\$	37,500.00	
	Digital Team	250	125	\$	31,250.00	
<b>Step 17. Organic Social Engagement and Grassroots</b>					\$	<b>110,000.00</b>
	Creative Team	500	125	\$	62,500.00	
	Social Media Team	300	125	\$	37,500.00	
<b>Direct Expense:</b> Outside costs					\$	10,000.00
<b>Paid Media</b>					\$	<b>1,200,000.00</b>
<b>Direct Expense:</b> FY 20-21 Paid Media (includes media fee)					\$	1,200,000.00
<b>Total for YEAR 3 (April 2020-April 2021)</b>					\$	<b>1,620,000.00</b>
<b>Total Campaign Budget</b>					\$	<b>4,999,986.29</b>



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **13**

to

Contract Number **071B6600070**

<b>CONTRACTOR</b>	PACE & PARTNERS INC dba/ GUD MARKETING
	1223 Turner Street , Suite 101
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	CV0036125

<b>STATE</b>	<b>Program Manager</b>	Various	MULTI
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
2%10, Net 30 except pass through costs			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2- One Year	<input type="checkbox"/>		April 7, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,975,730.57	\$2,900,000.00	\$11,875,730.57		

**DESCRIPTION**

Effective April 8, 2019, this Contract is hereby exercising two option years and is increased by \$2,900,000.00. Department of Treasury's Michigan Education Trust (MET) funding is increased by \$2,300,000.00 and the Student Financial Services Bureau (SFSB) MiAble and MiStudent Aid funding is increased by \$600,000.00.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, DTMB Procurement approval and State Administrative Board approval on February 5, 2019.



**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
TED	Denise Flannery	(517) 373-4238	flanneryd1@michigan.gov
DEQ	Carrie Geyer	(517) 284-5182	geyerc1@michigan.gov
DEQ	Tiffany Brown	(517) 242-1376	brownt22@michigan.gov
DIFS	Darcie Payne	(517) 284-8674	payned3@michigan.gov
TREA	Chad Somerville	(517) 373-1620	somervillec@michigan.gov
TREA	Raymond (Scott) DeVarone	(517) 373-1261	devaronar@michigan.gov
TED	Sammie Lukaskiewicz	(517) 335-0094	lukaskiewicz@michigan.gov
MDOC	LaChelle Fuller	(517) 241-6682	fullerl1@michigan.gov



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 12

to

Contract Number 071B6600070

<b>CONTRACTOR</b>	PACE & PARTNERS INC dba/ GUD MARKETING
	1223 Turner Street , Suite 101
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	CV0036125

<b>STATE</b>	Program Manager	Various	MULTI
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
2%10, Net 30 except pass through costs		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		April 7, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,723,096.80	\$252,633.77	\$8,975,730.57		

**DESCRIPTION**

Effective November 30, 2018, this Contract is hereby increased \$252,633.77 for Department of Insurance and Financial Services (DIFS) and their attached Statement of Work (SOW) and pricing for the Social Media Campaign to Stabilize Market Grant Program is incorporated. All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.~

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
TED	Denise Flannery	(517) 373-4238	flanneryd1@michigan.gov
DEQ	Carrie Geyer	(517) 284-5182	geyerc1@michigan.gov
DEQ	Tiffany Brown	(517) 242-1376	brownt22@michigan.gov
DIFS	Darcie Payne	(517) 284-8674	payned3@michigan.gov
TREA	Chad Somerville	(517) 373-1620	somervillec@michigan.gov
TREA	Raymond (Scott) DeVarone	(517) 373-1261	devaronar@michigan.gov
TED	Sammie Lukaskiewicz	(517) 335-0094	lukaskiewicz@michigan.gov
MDOC	LaChelle Fuller	(517) 241-6682	fullerl1@michigan.gov

Contract No. 071B6600070

**STATE OF MICHIGAN**

Marketing and Advertising Services – Department of Insurance and Financial Services

This amendment is to add a program area to DIFS Statement of Work (SOW). See also Change Notice 5 to Contract.

The estimated annual budget is \$127,816.89. The Contract value will be set at \$252,633.77 for the remaining term of the Contract.

**1) The following program area and language is hereby added to the Background Section of Schedule A:**

**B. Social Media Campaign to Stabilize Market Grant Program**

The Department of Insurance and Financial Services (DIFS) received federal funds through the State Flexibility to Stabilize the Market Grant Program. As part of utilizing the grant funds, the Office of Consumer Services (OCS) agreed to do the following activities: 1) Identify the ten counties in Michigan that had the lowest enrollment numbers; 2) Contract with a public relations firm to run a paid media campaign to raise awareness in the identified ten counties about health insurance, how to obtain health insurance, and the annual Open Enrollment (OE) period and, 3) Produce a publication on purchasing health insurance to educate residents of the ten counties. OCS is seeking a public relations firm to design and develop a paid media campaign to fulfill our obligation in item 2 .

Target audience:  
Michigan consumers in the ten counties identified below.

Program summary:  
This program would include a media campaign including, creating, and posting, ads for social media to residents in 10 Michigan counties with the lowest health insurance enrollment. The campaign would focus on the annual OE period before, during, and after this time period and how DIFS can help. The Contractor will also act as the liaison between DIFS and television and/or radio interviews to supplement the social media campaign regarding the annual open enrollment period in these counties. In addition, using the most recent United States Census data, DIFS will conduct an economic analysis to draw conclusions on reasons why enrollment numbers were low in the counties identified.

Current status:  
OCS has identified the following ten counties for the targeted campaign: Branch, Charlevoix, Chippewa, Dickinson, Gratiot, Hillsdale, Ionia, Mecosta, St. Joseph, Tuscola.

Additional information at:  
More information about DIFS can be found at [www.michigan.gov/difs](http://www.michigan.gov/difs). For information on shopping for health insurance, click on *Health Insurance Information* from the home page.

Message:  
OCS wants to raise awareness about health insurance and how to obtain it, the annual OE period, and how DIFS can help with consumers' questions or concerns.

**2) The Program Manager for the OCS Initiative is Darcie Payne; Phone (517) 284-8674; Email: [payned3@michigan.gov](mailto:payned3@michigan.gov).**

**3) Other specific Schedule A Sections for this Program Area applies as follows:**

### 3.3. KEY PERSONNEL

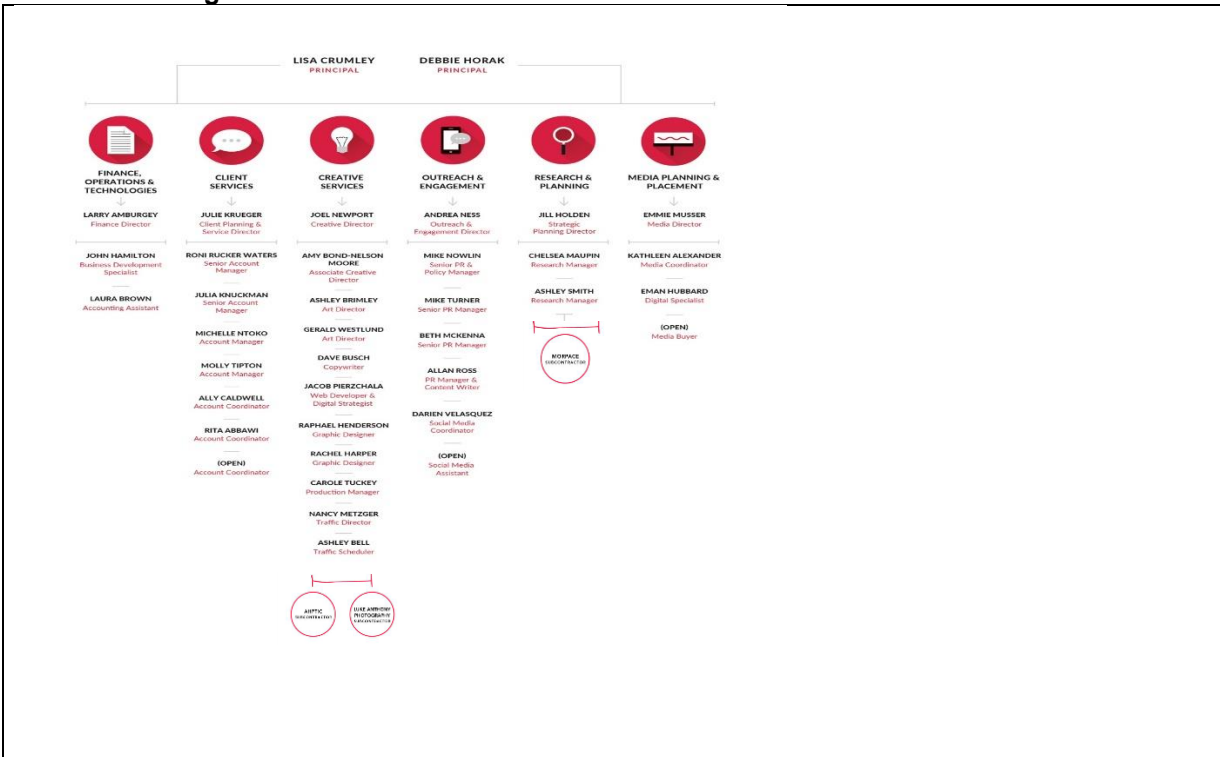
Original Contract requirements and Key Personnel for this Section apply (See Change Notice 5 to Contract 071B6600070).

### 3.3 ORGANIZATIONAL CHART

Original Contract requirements for this Section apply. (See Change Notice 5 to Contract 071B6600070).

Contractor’s organizational chart is updated and replaced from the original Contract. All Key Personnel assigned remain unchanged.

#### Contractor’s Organizational Chart:



### 3.4. DISCLOSURE OF SUBCONTRACTORS

Original Contract requirements and Subcontractors for this Section apply. (See Change Notice 5 to Contract 071B6600070).

### 4.2. PROJECT PLAN

Original Contract requirements for this Section apply. (See Change Notice 5 to Contract 071B6600070).

#### Contractor’s Draft Plan for added Program Area:

Following is a draft project plan for the social media campaign described above. This plan is presented in two phases: The first phase reflects the immediate need for a social media campaign to promote 2018 open enrollment for health care coverage before open enrollment closes Dec. 15, 2018. The second phase describes the planning, development and implementation process for the broader DIFS campaign for the 2019/20 campaign years. This project plan assumes that the starting point for the 2019/20 campaign is the 2018 campaign. The plan allows for updates, revisions and changes to the existing campaign, but does not comprehend starting over completely from scratch.

TASKS AND SUBTASKS	RESOURCES AND STAFF	TIMELINE AND BUDGET
<b>PHASE 1: Social Media Campaign for health insurance open enrollment</b> <ul style="list-style-type: none"> <li>• Social media campaign focused on ten low enrollment counties in Michigan (Branch, Charlevoix, Chippewa, Dickinson, Gratiot, Hillsdale, Ionia, Mecosta, St. Joseph and Tuscola</li> <li>• Very quick action needed since open enrollment period ends Dec. 15, 2018</li> </ul>		
Launch/project confirmation	Account Manager Director of Media Media Coordinator	ASAP upon contract approval
Development/approval of messaging and creative deliverables, e.g., landing page, audience creation, copy/images, unique URLs, etc.	Account Manager Creative team Outreach and Engagement team Media team	ASAP upon contract approval
Social media campaign launched and in market	Account Manager Outreach and Engagement team Media team	By Dec. 3, 2018, if possible, or as soon thereafter as possible
<b>Deliverables</b> <ul style="list-style-type: none"> <li>• <b>DIFS landing page with link to Healthcare.gov</b></li> <li>• <b>Audience creation by county for monitoring, optimization and tracking</b></li> <li>• <b>Four (4) sets of copy/imagery – two (2) promoting open enrollment and two (2) promoting DIFS services</b></li> </ul> <b>Unique URLs for campaign tracking purposes</b>		<b>\$25,750</b>
<b>PHASE 2: Ongoing promotion of DIFS services throughout 2019/20 (continuation of work that began in 2018). Complete scope of work is TBD based on DIFS goals for 2019/20; learnings from 2018 campaign; requirements to fulfill State Flexibility to Stabilize the Market Grant Program; etc.</b>		
Launch meeting with DIFS (within 10 days of contract award)	Account Manager Director of Media Media Coordinator	Weeks 1-2
Develop detailed work plan/critical path development schedule (requires DIFS approval)	Account Manager Traffic Manager Team as needed	Week 2
Background and materials audit, including review of existing materials, audit of any new materials from other states, feds, etc., and including metrics and evaluation from 2018 campaign	Account Manager Research Manager Director of Outreach and Engagement	Week 3
Conduct secondary research TBD based on goals and objectives discussed and confirmed at launch meeting. If new audiences are deemed important, secondary research would focus on new audience profiles and findings that would inform messaging	Account Manager Research Manager Media Director	Week 3

TASKS AND SUBTASKS	RESOURCES AND STAFF	TIMELINE AND BUDGET
Presentation to DIFS staff with all findings to date	Account Manager Research Manager Director of Strategy	Week 3
<b>Deliverables</b> <ul style="list-style-type: none"> <li>Detailed workplan for 2019/20 campaign</li> <li>Findings of secondary research and new audience profiles (if applicable)</li> </ul>		Included in Project Management fee
<b>Development of Marketing Communications Plan and Related Deliverables</b>		
Develop strategy, creative and media briefs to launch team on development of plan	Account Manager	Week 4
DIFS review and approval of strategy, creative and media briefs	Account Manager	Week 4
Present Marketing Communication Plan to DIFS that includes: (Note – assumes continuation of 2018 campaign as starting point.) <ul style="list-style-type: none"> <li>Target audiences and message direction</li> <li>Paid media recommendations with flight dates, GRPs and geography/media markets</li> <li>Advertising vehicles</li> <li>PR and social recommendations</li> <li>Evaluation metrics</li> </ul>	Account Manager Director of Media	Week 7
<b>a. Develop Media Recommendations</b>		
Conduct media-specific research – for example, PRIZM, Experian Simmons, Rhizalytics, etc.	Media Director Media Coordinator	Weeks 4-5
Engage media partners to determine opportunities	Media Director	Weeks 4-5
Assess all media proposals using STRATA and SQAD	Media Director Media Coordinator	Weeks 5-6
Develop media recommendations for plan	Media Director	Weeks 5-6
Create media planning report (requires DIFS approval)	Media Director Director of Strategy Account Manager	Occurs at end of each buy period
Create custom reports for each flight of the DIFS plan (requires DIFS approval)	Media Director Account Manager	Timing to coincide with media placement
TASKS AND SUBTASKS	RESOURCES AND STAFF	TIMELINE AND BUDGET
<b>b. Develop PR and Social Media Strategies and Deliverables</b>		
Review campaign goals and determine PR and social media objectives	Director of Outreach and Engagement	Weeks 4-5

Confirm success and reporting metrics for both social media and PR	Director of Outreach and Engagement	Week 4
Develop recommendations, calendar and budget for plan	Director of Outreach and Engagement Senior PR Manager	Weeks 4-5
Implement campaign	Director of Outreach and Engagement Senior PR Manager Social Coordinator	Week 8
Ongoing negotiation of value-added opportunities	Director of Outreach and Engagement Media Director	Ongoing
Ongoing monitoring and optimization of campaign while in market (requires DIFS approvals)	Social Media Coordinator	Ongoing
Ongoing management and response if needed (requires DIFS participation)	Account Manager	Ongoing
Ongoing reporting during campaign implementation	Account Manager	Weekly and/or monthly
Development and reporting of final campaign results	Account Manager	At the end of each campaign
<b>c. Develop Messaging Direction for Assets</b>		
Launch creative team with approved brief and approved strategy	Account Manager Creative Team	Week 4
Creative team(s) works to develop initial ideas for internal team review (timing and budget assume only updates to current campaign are required)	Creative Director Art Director Copywriter	Weeks 4-5
Team reviews marketing strategy and multiple iterations of ideas and concepts and prepares for presentation to DIFS as part of plan	Creative Director Art Director Copywriter	Weeks 4-5
Layout of final creative concepts/messaging into ADLOBs for presentation	Art Director	Week 6
DIFS reviews creative and messaging	Account Manager	Week 7
<b>TASKS AND SUBTASKS</b>		<b>RESOURCES AND STAFF</b>
<b>TIMELINE AND BUDGET</b>		
Güd Marketing moves forward to implement approved direction and develops necessary assets for approved media plan	Account Manager Required Team	TBD
<b>d. Implementation of Required Assets</b>		
Final work plan and schedule for campaign deliverables presented to DIFS (based on approved strategy, media recommendations and creative concept direction) (requires DIFS approval)	Account Manager Traffic Manager Production Manager	TBD



	Media Coordinator	
Ongoing management of team to ensure deadlines are met	Account Manager Traffic Manager	Ongoing
Internal routing of creative deliverables	Account Manager Traffic Manager	Ongoing
Presentation of final creative deliverables to DIFS for approval (requires DIFS approval)	Account Manager Creative Director	TBD
DIFS-requested changes/refinements are made	Account Manager Creative team	TBD
Final route and proof prior to DIFS review	Traffic Manager Account Manager	TBD
Final deliverables resubmitted to DIFS for final approval	Account Manager	TBD
Approved deliverables are trafficked to the appropriate media source	Traffic Manager	TBD
<b>Marketing Plan and Related Deliverables (a. through d. above)</b>		
<ul style="list-style-type: none"> <li><b>Marketing Communications Plan for 2019 as described above, including paid media plan, social media plan and assets, creative direction and messaging (if changes or updates are required to update the 2018 campaign plan, creative and messaging); updates to creative and production assets and deliverables as needed (TBD based on project launch)</b></li> </ul>		<b>\$62,500</b>
<b>Negotiate and Place Paid Media (once plan is approved)</b>		
Negotiate individual media placements, requiring multiple rounds of negotiation with each media vendor as needed, to gain the best value for DIFS	Media Director Media Coordinator	TBD
Negotiate value-added and bonus placements	Media Director Media Coordinator	TBD
At the completion of negotiations, signed insertion orders dispatched to media vendors	Media Director Media Coordinator	TBD
<b>TASKS AND SUBTASKS</b>	<b>RESOURCES AND STAFF</b>	<b>TIMELINE AND BUDGET</b>
Detailed final negotiated media schedule provided to DIFS with spot schedules, impressions, discount/bonus value and timing; this step officially “places” the buy	Media Director Media Coordinator	TBD
Ongoing contact with all media vendors to ensure schedules run as ordered; validate the buy using such things as screenshots, tear sheets, affidavits, spot checks, photo sheets, air checks, analytics reports and so on	Media Director Media Coordinator	Ongoing

Ongoing monitoring of media performance and corresponding reports provided to DIFS, as well as restitution required from the media outlet	Media Director Media Coordinator	Ongoing
Evaluation of vendor invoices against the buy before authorizing for payment	Media Director Media Coordinator	Monthly
Post actual ratings against projections	Media Director Media Coordinator	Ongoing and final at conclusion of buy
Negotiate make-goods to ensure full value received	Media Director Media Coordinator	At conclusion of buy
Conduct post-buy analysis that includes in-depth analysis of all media vehicles, effectiveness of media buys in terms of cost, reach, frequency, message dispersion, etc.	Media Director Media Coordinator	Immediately at conclusion of buy
Final report of media buy effectiveness (base weight plus bonus) delivered to DIFS	Media Director Media Coordinator Account Manager	No later than 60 days after conclusion of buy
<b>Deliverable</b> <ul style="list-style-type: none"> <li><b>Paid media placements in market per the approved plan, ongoing monitoring, tracking and optimization of paid media, paid media evaluation, post-buy analysis and make-goods, etc., as described above</b></li> </ul>		<b>\$170,133*</b>

\*Total paid media budget

<b>Project Management</b>		
Ongoing management, including project management, secondary research, reporting, attendance at DIFS meetings, presentations as needed <i>(Note: Presenters TBD depending on subject matter to be covered)</i>	Account Manager Media Director Sr. PR Manager Social/Outreach Director Director of Strategy Research Manager	Ongoing
<b>Deliverable:</b> Ongoing project management as described above		<b>\$20,000</b>

4) All other terms/conditions of the Contract and DIFS original SOW remain unchanged.

## STATE OF MICHIGAN

### Marketing and Advertising Services – Department of Insurance and Financial Services

#### SCHEDULE B PRICING

1. Reserved.
2. Reserved.
3. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
4. Quick Payment Terms of Original Contract Apply: 2% 10 Net 30 except pass-through costs.
5. Reserved.
6. The State can only commit funds in the fiscal year they are available; commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations.
7. All subcontracted work must be passed through at "cost" and include no mark-up of any kind: The State will not accept fees or commissions from subcontractors and suppliers, these Contractors shall be at a non-commissioned rate, no mark up. The Contractor must pass on all reductions in costs from subcontractors and suppliers.

**A. Pricing will be part fixed (Account Management), variable (Creative and Production) and commission percentage (Media Placement) based Pricing as approved in the Project Plan per Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment as follows:**

The estimated budget is currently \$252,633.77 for the remaining term of the Contract. The Contractor is paid per approved project (see Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment), not as a flat percentage of the total budget estimate.

1. Account Management Services

- A fixed annual price will be used to compensate the Contractor for all Account Management services. The price is expected to compensate the Contractor for all Account Management services related to the project as identified in:
  - Schedule A Section 1. A Communications/Marketing
  - Schedule A Section 1.B Market Research
  - Schedule A Section 1.G Implementation
  - Schedule A Section 1.H Additional Services
  - Schedule A Section 4. Project Management/Project Plan
  - All overhead and expenses of the Contractor must be included in the fixed annual price (prorated on monthly invoices).

2. Creative and Production Services

- A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative and Production services. The price is expected to compensate the Contractor for all Creative and Production services related to the project as identified in:
  - Schedule A Section 1.E Creative
  - Schedule A Section 1.F Production.
- Blended hourly rate is defined as the Not-To-Exceed hourly amount that will be paid to the Contractor for Creative and Production deliverables based on approved Project Plan.
- All overhead expenses of the Contractor must be included in the variable price.

3. Media Placement Agency Fee

- A commission percentage will be used to compensate the Contractor for all Media Placement services as identified in:
  - Schedule A Section 1.C Media
  - Schedule A Section 1.D Traffic
- The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media, on each project.

4. Pricing Table

Deliverable	Price
1. Account Management Services – Fixed Term Price (Annual)	\$20,000
2. Creative and Production Services – Variable Blended Hourly Rate	\$125.00
3. Media Placement Agency Fee – Commission Percentage	7%



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 11

to

Contract Number 071B6600070

<b>CONTRACTOR</b>	Pace & Partners, Inc., dba Gud Marketing
	1223 Turner Street
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	CV0036125

<b>STATE</b>	Program Manager	Various	MULTI
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
2%10, Net 30 except pass through costs		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,423,096.80	\$300,000.00	\$8,723,096.80		

**DESCRIPTION**

Effective September 11, 2018, this Contract is hereby increased by \$300,000.00 for Michigan Department of Corrections (MDOC) and their attached Statement of Work (SOW) for Training and Recruitment programs is incorporated.

Please note that the Program Manager for MDOC is LaChelle Fuller: 517-241-6682; fullerl1@michigan.gov.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on September 11, 2018

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
TED	Denise Flannery	(517) 373-4238	flanneryd1@michigan.gov
DEQ	Carrie Geyer	(517) 284-5182	geyerc1@michigan.gov
DEQ	Tiffany Brown	(517) 242-1376	brownt22@michigan.gov
DIFS	Darcie Payne	(517) 284-8674	payned3@michigan.gov
TREA	Chad Somerville	(517) 373-1620	somervillec@michigan.gov
TREA	Raymond (Scott) DeVarone	(517) 373-1261	devaronar@michigan.gov
TED	Sammie Lukaskiewicz	(517) 335-0094	lukaskiewicz@s@michigan.gov
MDOC	LaChelle Fuller	(517) 241-6682	fullerl1@michigan.gov

Contract No. 071B6600070

**STATE OF MICHIGAN**

Marketing and Advertising Services – Michigan Department of Corrections (MDOC)

**SCHEDULE A**

**STATEMENT OF WORK  
CONTRACT ACTIVITIES**

**PROJECT REQUEST**

This is a Statement of Work (SOW) to amend the Contract for Marketing and Advertising Services to include Michigan Department of Corrections (MDOC).

The estimated annual budget is \$100,000. The Contract value will be set at \$300,000 for the remaining term of the Contract which is valid through April 7, 2019

**All other terms/conditions of the Contract remain unchanged.**

**BACKGROUND**

The Department of Corrections is looking for marketing and advertising services in an effort to gain more applicants for open positions within the department. There is a constant need for certain positions that are critical to the success of the department.

Program areas may be added or removed as need/funding arise. Current program areas include:

- A. Training/Recruitment (Fiscal Year (FY) 2018-2020 Estimated Budget: \$300,000)

Target audience:

18-40 years old

Target audience may change depending on the campaign. For example, if there is a need for female Corrections Officers at a female facility (Women's Huron Valley), then MDOC would gear the target towards females. When MDOC has a need for Nurses, the target audience will change to people with a medical background, etc.

Program summary:

The Training/Recruitment Program Area is working to get more people to apply for open positions within MDOC. There is a great need for Corrections Officers, Nurses, and people to work in Food Services.

Current status:

MDOC doesn't have a current contract with an Advertising vendor and is looking to be added to an existing State contract.

Additional information at:

The MDOC website at [www.michigan.gov/MDOC](http://www.michigan.gov/MDOC)

Message:

This may vary depending on the campaign. The State wants to convey that MDOC is hiring and that people would get paid for training. Some of the messages that MDOC wants to have out there are listed below:

"A rewarding career that impacts offender success"

"Positively impacting people"

"Dedicated people, supporting offender success"

"Make a difference, impact offender success"

"A career choice that impacts offender success"

**ESTIMATED FISCAL YEAR '18 FUNDING SUMMARY:**

<b>A. TRAINING/RECRUITMENT</b>	<b>\$100,000</b>
<b>ESTIMATED FY'18 TOTAL</b>	<b>\$100,000</b>

Contractor's Plan:

1. The Contractor will actively manage workload and Contractor resources to ensure that each MDOC will receive incomparable service and responsiveness.
  - a. The MDOC will have a specific account manager assigned to manage day-to-day work and projects. The Contractor will carefully monitor each account manager's load to make sure that each State Agency can be serviced appropriately.
  - b. The Contractor will carefully manage all agency resources, and as our work and deliverables expand, so does the staff to support the work.
  - c. The Contractor's two full-time traffic managers will work closely with all account managers and creative staff to ensure that deadlines and deliverables are known and met. The traffic manager also interfaces with all media to ensure that media deliverables and deadlines are met.
  - d. The Contractor's senior staff will be involved in the work requested by MDOC and will provide direction, guidance and quality assurance for the strategic and creative work completed on behalf of these programs.
  - e. The Contractor's full-time production manager will play a key role in quality assurance for the production of every deliverable.
  - f. Contractor principals Lisa Crumley and Debbie Horak will be involved and available to staff and MDOC MDOC 24/7 if needed.
  
2. For the MDOC marketing and advertising services contract, the Contractor will ensure an outstanding level of customer service by:
  - a. Assigning a specific account manager to be responsible for all agency efforts on behalf of MDOC (see staffing chart in Section 3.).
  - b. Continuing to use the Contractor's proven systems for managing work and deliverables (Contractor management system, on-the-ground traffic management, quality assurance and active production management).
  - c. Regularly checking in with each of the Program Managers to ensure that all needs are being met.

**1. REQUIREMENTS**

**The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:**

**A. Communications/Marketing:**

- 1) The Contractor must develop communication plans for projects/issues for appropriate target audiences, messages, message strategies, and communication vehicles that help meet stated objectives of each marketing and communications project initiated by MDOC.**

Contractor's Plan:

1. Launch. The Contractor will facilitate formal launch meetings between the two core teams (MDOC and the Contractor). These meetings will provide the opportunity to:
  - a. Identify and clarify specific goals and objectives, including the basis for campaign measurement, for each program.
  - b. Share or exchange relevant information such as background, recent survey data and recent qualitative findings (for example, focus group or interview findings, baseline survey results if applicable, policy guidelines; etc.).



- c. Discuss past campaign(s) and metrics, if applicable.
- d. Discuss the need or preference for primary research (survey, interviews, focus groups, intercepts, etc.).
- e. Discuss MDOC's timing requirements, milestones and deadlines, as well as budget parameters.
- f. Discuss logistics, review and approval requirements, preferred methods of communication, etc.

**DELIVERABLES:**

- *Conference report of the meeting(s) including all agreements made.*
- *Briefs: Beginning drafts of campaign strategy and creative briefs – to be updated and completed as we work through all steps of our planning process.*
- *Project plan documents that detail tasks, timing and deliverables.*

The following steps outline how the Contractor's approach applies to developing a comprehensive communications/marketing plan for MDOC addressed by this Contract but also any special, ad hoc or additional initiatives that may become a high priority during the course of the contract.

1. **STUDY.** The Contractor's team will review all important background information to become fully versed in the MDOC. This review will include such activities as:
  - a. Audit of existing campaign plans, public relations efforts, creative assets, execution and metrics, etc.
  - b. Review of existing research results and data tabulations, interview/focus group transcripts and other relevant campaign source material
  - c. Secondary research into best practices, industry trends, campaigns or initiatives in other states and any other related information about the category
  - d. Audit of current social media assets, online audiences and related online dialogue
  - e. Stakeholder interviews, if warranted
  - f. Review of any additional reference material that is identified at the launch

**DELIVERABLES:**

- *Deep knowledge base among dedicated MDOC team members to be used throughout the entire development process, informing all work.*
  - *Brief summary of findings and communications/marketing implications.*
2. **BUILD INSIGHT.** The Contractor's team will move from studying current, existing information to gathering new information and collecting data that define and deepen the Contractor's understanding of the target audience groups for each program, including motivations and perceptions and media habits. The Contractor will approach and apply secondary sources of information in a very focused way, including existing research, findings or practices from various source materials identified at the launch; national databases such as those from the Pew Research Center or PRIZM; media source data such as Nielsen; decision-making or purchase path behaviors; online or social media tools such as Meltwater, Facebook Insights, etc.; and other omnibus surveys and resources. This step includes optional primary research (if agreed upon by the MDOC and the Contractor as needed).

The Contractor may conduct primary research if it appears necessary based on what the Contractor learns from the STUDY phase discussed above. The Contractor will likely recommend primary research if there are significant gaps in knowledge and understanding, especially as they relate to target audience specifics – knowledge, perception, behavior, etc.

Depending on the information needed, the Contractor may recommend either quantitative research (survey) or qualitative research (interviews, intercepts, card-sorting exercises, in-person or online focus groups, etc.) – or both – to provide needed inputs into messaging and overall campaign and media strategy.

- a. Survey research can be used to quantify information; for example, knowledge or perception of current attitudes, perceptions, levels of knowledge, interest, etc., among target audience groups about Michigan as a place to live and work and/or about career paths.
- b. Focus groups, intercepts or interviews can be used to explore thoughts, beliefs and feelings more deeply and are often used to help craft campaign messaging and creative direction.

#### DELIVERABLES:

- *Brief summary of findings emphasizing potential implications or action items for comprehensive plan.*
- *Comprehensive set of detailed audience profiles or personas and other critical information that will guide our team as it begins developing impactful messaging, media plans and creative to reach specific target audiences.*

3. CREATE MESSAGING. The messaging step is based on the audience profiles that have been identified and defined in the INSIGHT step. The Contractor will concentrate on the meaningful connections that each audience group has or can make with the topic and explore opportunities to connect with them on their terms. The Contractor's depth of knowledge about the audience groups takes into consideration language, mindset and values.

Media briefs include relevant insights from all the steps leading up to this point that are critical to the development of strategy, media planning, messaging and creative for the MDOC. Insights into each target audience group – their motivations, potential calls to action and other findings – provide for a deep understanding of our audience groups and contribute to a message framework and creative development that will get their attention, connect with them in a meaningful way and motivate them to behave differently.

Some efforts call for optional message testing at this stage, either qualitative (typically focus groups or intercepts) or quantitative (typically using “MaxDiff” or another trade-off methodology). The Contractor will recommend message testing if we feel it is necessary for a successful initiative.

#### DELIVERABLES:

- *Message framework detailing message strategy and direction for each audience group.*
- *Brief document(s) that details all work to this point and provides direction to The Contractor's implementation teams for strategy, media and creative.*
- *Summary report of the results of message testing (optional) if done.*

4. DEVELOP IMPACT STRATEGY AND PLAN. The Contractor will convene its core strategic team (director of strategy, media director, director of content and social media, creative director and account supervisor) and other agency resources as necessary to develop the recommended comprehensive impact strategy and plan for MDOC review and approval. In order to develop this impact strategy and plan:
  - a. Members of the Contractor's core team collaborate as they develop ideas and direction for the campaign, considering and challenging everything until the best ideas and recommendations emerge and are validated.
  - b. The media team engages potential media partners to solicit proposals, ideas and opportunities while developing a paid media approach and strategy comprehending all relevant media types as determined by the target audience groups.
  - c. Paid and organic social media strategies are developed and integrated with paid media strategies.
  - d. Similarly, additional outreach and engagement strategies such as earned media and public relations ideas, grassroots efforts, direct marketing or marketing automation programs, partnership strategies, etc., are developed and integrated with paid and social media strategies.
  - e. Simultaneously, the creative team begins concept development if new or refined creative or messaging is recommended. Creative concepts are reviewed by the internal team until developed to a level ready for presentation to the MDOC team. Multiple (at least two) concepts are typically presented and refined until a creative direction is determined.
  - f. As the campaign plan begins to take shape, the research and media teams advise as to appropriate metrics to be built into the plan, based on campaign goals and objectives.

**DELIVERABLES:**

- *Final campaign strategy and plan. This comprehensive plan will address:*
    - + *Goals and objectives*
    - + *Target audience identification, definition and motivations presented in a way that explains the audiences' current beliefs and perceptions and what we want them to understand, know and believe*
    - + *High-impact key messages for each target audience group that will help them shift their current beliefs and perceptions to the desired state of knowledge and beliefs presented as a message framework*
    - + *Recommendations for integrated strategies and tactics with accompanying calendar and budget that incorporate all elements of outreach, e.g., paid, social and earned media*
    - + *High-level, strategic paid media recommendations*
    - + *Additional primary research recommendations (if needed)*
    - + *Recommended metrics for campaign evaluation*
    - + *A detailed calendar of milestones for work and decision-making for each program or initiative covered by the plan*
  - *Final campaign creative direction, theme and messaging presented as a campaign mood board.*
- 2) The Contractor must identify new and emerging cost-effective ways to reach target audiences.**

## **B. Market Research**

- 1) The Contractor must conduct market/audience research, as appropriate, to better assess and understand the target populations that the State is trying to reach with its communication efforts. This research may include the use of databases such as Nielsen, PRIZM, intercept surveys, focus groups, observational research, telephone surveys and other tools as approved to help determine/refine message and creative strategies.**

### Contractor's Plan:

1. The Contractor will use research information of all types (review of existing data, secondary research, quantitative and qualitative primary research, etc.) to inform all aspects of communications and marketing campaigns.
  - a. Audiences: audience knowledge informs and drives not just the audience profiles/personas, but also every aspect of the campaign.
  - b. Strategy: Informed by review of existing data as well as baseline surveys that provide a context for the campaign and other research that identifies and defines target audience groups.
  - c. Messaging and creative concepts: Informed by baseline survey data as well as qualitative inputs from interviews, focus groups, intercepts, etc. The Contractor will conduct message testing during the message development phase if target audience feedback on alternate messaging strategies would be helpful to solidify the campaign direction.
  - d. Media recommendations: Informed by the research discussed earlier in the proposal, including secondary sources such as PRIZM, Pew Research Center, SRDS, industry-specific sources etc.
  - e. Social and outreach recommendations: Informed by tools that monitor online dialogue and mine social conversations as well as by direct information gained from surveys or qualitative tools. Public relations messaging and outreach is significantly informed by the Contractor's knowledge of audiences and overall campaign strategy and messaging.
  - f. Campaign metrics: Informed by current survey data to set goals and benchmarks for campaign measurement.
2. If the MDOC determines that primary research will be important from its perspective, The Contractor will begin the research process at the launch meeting. If not, The Contractor will make a determination during the audit and secondary research steps of our process and present a recommendation for research.
3. The Contractor's approach to research includes the following steps:
  - a. Define the research in detail. The first step in the research process will build out the initial plan in more detail. The Contractor will work through the following issues/questions and make recommendations with MDOC checkpoints and approvals along the way.

1. Clarify/confirm research goals and objectives.
  2. Outline information needs/requirements from the research findings.
  3. Determine appropriate methodology.
  4. Define in detail the sample requirements.
  5. Develop a schedule to ensure that the research findings are timely.
- b. Identify a field partner. The Contractor will often work with a partner who actually fields the research, depending on the methodology selected. The Contractor will lead all the development activities and are responsible for the “front end,” but will rely on a partner for the “back end” of the process such as survey coding, respondent recruitment, data cleaning and tabulation, etc..
  - c. Develop and approve respondent screeners that determine who qualifies to complete the survey or participate in the interviews/focus groups/intercepts, etc.
  - d. Develop the questionnaire (quantitative/survey) or guide (qualitative/focus groups or interviews, etc.). Construct the questions and the flow of the survey or discussion.
  - e. (Survey only). Program the survey. Once the questionnaire is developed, the Contractor’s fielding partner will work to program it into the system, accounting for the proper ordering of questions and skip patterns as needed.
  - f. (Survey only). Pretest the survey. The survey will be pretested by representatives from The Contractor, the research-fielding firm, MDOC staff and so on to ensure that the questions are programmed correctly and in the correct order. The Contractor will like to pretest the survey with people who have no experience with it to ensure that it is easily understood and easily completed.
  - g. Execute the research. At this step, the research goes into the field for data collection.
    1. If a survey is being used, it will be deployed to respondents who satisfy the screening criteria. The Contractor will track completions daily, both in terms of total completes as well as to ensure that the Contractor is satisfying any sample quotas for specific groups we want to have represented. The Contractor will stay in the field as long as needed to obtain a good-quality sample of adequate size to analyze.
    2. If the Contractor decides to use focus groups or interviews, respondents will be recruited to participate and invited to attend a group discussion or interview on a specified day and at a specified time. Typically, group discussions will be held at a specialized facility that allows for viewing by MDOC and Contractor staff. Focus group sessions are often videotaped or audiotaped to provide the opportunity for anyone who was unable to attend to hear the discussion firsthand.

- h. Analyze results and report findings. When the research is completed, The Contractor will conduct a thorough analysis of the findings of the research with special attention to the conclusions and implications that will inform the campaign.
  - In the case of a survey, the data will be cleaned first and then tabulated for review.
  - In the case of focus groups or interviews, key findings will be outlined and described.

DELIVERABLES:

- *Presentation of research findings and implications to MDOC program manager in the form of a written report document and, if requested, a presentation for a larger group. Focus group reports sometimes include video excerpts of respondents.*
- *Application of research findings throughout the process of campaign plan, development and implementation process.*

**C. Media**

- 1) The Contractor is responsible for developing an annual media plan which includes all individual media campaigns and their appropriate target audiences, messages, message strategies, and communication vehicles that help meet stated objectives. The Contractor must update this plan and provide to the Program Manager as they require it throughout the fiscal year.**
- 2) Once this Media Plan is reviewed and approved by the Program Manager, the Contractor will proceed with developing individual Media Buys based on the Media Plans. The Contractor is required to submit these Media Buys to the Program Manager for review and approval. This must include:**
  - a. Paid media budget**
  - b. Target audience**
  - c. Flight dates**
  - d. Geography/media markets**
  - e. Advertising vehicles (TV, cable, radio, etc. and rationale)**
  - f. Media weight (gross rating point/GRP) levels and expenditures for each medium in each market**
  - g. Provide in-depth evaluation of all media vehicles (radio, television, print, outdoor, digital, etc.) available to the (MDOC) throughout the State as requested by the Program Manager.**

Contractor's Plan:

1. Once the communications/marketing and media plans are approved, by MDOC, the Contractor will proceed to negotiate the details and place the buy.
  - a. Media budgets for each campaign will have been predetermined by the MDOC. The Contractor will use these budgets to determine the best mix of media for the plan. The Contractor will show budget allocations to each media type as part of each plan. In the case of new or unanticipated programs, the Contractor will assist by counselling the MDOC on appropriate budget levels to meet campaign objectives.
  - b. All media proposals, including bonus and value added, will be evaluated as to how well

they reach the target audience.

- c. Flight dates will be set in accordance with our overall communications plans. The Contractor will apply our deep understanding of the audiences and campaign objectives and good media theory to recommend flight dates that will meet campaign goals.
  - d. Geographic market selection or priority based on the survey research findings combined with census and other population data.
  - e. The plan will detail the Contractor's recommended use of advertising units which will be a balance of affordability and effectiveness.
  - f. Media weight and expenditures will be detailed in the plan using reach, frequency, CPP (cost per point), CPM (cost per thousand), total impressions and gross rating points (GRPs) in measured markets and other metrics (e.g., estimated impressions) in nonmeasured markets so that the Contractor, and the MDOC, know exactly what will be bought in each market.
  - g. The Contractor's evaluation of the media schedule begins the first day of the first flight. The Contractor will track media performance daily, especially in the case of short flights with high visibility. Digital media is optimized as needed throughout. The Contractor will collaborate daily among creative, PR, social and paid media teams to learn from audience insights and elevate the campaign at every possible opportunity. Comprehensive reports will be developed that detail the exact performance of all media types relative to the buy.
2. Brief Step-by-Step Overview: The actions and steps taken to negotiate and place the buy include the following:
- a. Contact each media partner to request specific schedules that support the approved plan.
  - b. Compare each schedule's rating points with third-party research such as SQAD, assessing CPP and CPM to ensure the most competitive buy possible. The Contractor's typical goal is at least 25 percent lower than SQAD.
  - c. Double-check and pay close attention to the audience, making sure that the final buy is completely aligned with target audience groups.
  - d. Assess media weight relative to goals and determine the point of diminishing returns.
  - e. Cross-compare rates and inventory with other schedules that the Contractor have placed to make sure they are in line with other, similar buys.
  - f. Once the final negotiated rate is reached, the Contractor will negotiate additional innovative ideas for activation, based on proposals and brainstorming from early engagement of media

partners, which allows the Contractor to develop value-added placements, bonus weight and activation opportunities that are not on the rate card. Assessment of the bonus and value-add opportunities involves the entire strategic team to ensure complete alignment with campaign goals and target audiences. Sometimes this is an iterative process.

- g. After all final negotiations – for the core buy and the value adds – have been completed and approved by MDOC, the Contractor will lock up the buy with media contracts, insertion orders and broadcast orders.
- h. Custom reports will be created for each flight of the plan to clearly communicate this detailed and important information. The Contractor will use maps, graphics and tables to help organize the data to make it simple to quickly comprehend how all the different tactics work together to accomplish campaign goals.
- i. Any changes to the media buy and schedule will be promptly updated so that the MDOC program manager always has an up-to-date, approved plan.

**DELIVERABLE:**

- *A detailed planning report for the MDOC program manager's review and approval that includes all of the important and relevant information requested by the Contract, such as the paid media budget, target audience definition, schedules and flight dates, geography and media markets, recommended advertising vehicles, advertising units and media weight (GRPs), and a plan for how the media will be evaluated throughout and at the conclusion of each campaign.*



**3) The Contractor is also responsible for advertising placement and must:**

- a. Buy and negotiate radio, television, and cable air time, cinema, internet, publication space, outdoor and transit space, direct mail services, and any other media used for advertising and promotions projects. Negotiate matching spots, value added, bonus, and other creative means to further advertising reach.**
- b. The Contractor must negotiate and purchase all forms of digital media including desktop and mobile if needed and approved by the Program Manager. The Contractor will continually optimize throughout the campaign to make sure the best results are achieved.**
- c. Work to extend the budget through innovative ideas, creative partnerships, and aggressive negotiation skills to leverage funding available for paid advertising.**

Contractor's Plan:

1. During this process, media vendors will be provided with final confirmation of target audience goals, reach and frequency/impression goals, and the ultimate goals of the campaign, and will be received to provide recommendations for media placements, promotions, inventory and budget.
  - a. After a review of requests for proposal/inventory responses from qualified, reputable vendors, the Contractor will negotiate with each vendor to obtain the best value (including discounts and bonus placements) and positions for our MDOC, and build a media buy schedule that meets the criteria agreed upon in the media plan. The Contractor will conduct multiple rounds of back-and-forth negotiation.
  - b. Once an agreement has been reached with each media vendor, the buy is considered completed. Signed orders are dispatched to all vendors and a detailed schedule is provided to the MDOC, listing purchased stations, publications and websites with spot schedules/impressions, discount/bonus value and timing. With the signed orders, the buy is considered "placed."
  - c. While the buy is in market, the Contractor will stay in close contact with vendors to ensure that schedules run as ordered. The Contractor will review screenshots for web placements and tear sheets for print placements and will listen to air checks for radio spots to validate that they are running correctly.

2. Negotiation doesn't end when the buy is placed. Media performance is monitored throughout the buy, and will be optimized as needed. Detailed media performance documents are provided to MDOC at regular intervals.
  - a. If there are inconsistencies in quality, the Contractor will negotiate restitution value above the original order.
  - b. The Contractor's media director will review every vendor invoice against the buy to ensure that full agreed-upon value has been received before authorizing for payment. Once third-party rating books (Arbitron, Nielsen) that coordinate with our advertising periods have been released, the Contractor will post actual ratings against station-supplied estimates/projections. Any station that falls short on point delivery must provide a make-good schedule to ensure that full agreed-upon value is received.
3. The Contractor will attain value-added placements for MDOC of at least 25 percent of the GRP goal in the proposed media buy.
4. The first type of value added the Contractor will negotiate is additional inventory, similar in kind and quality to the core contract. The Contractor will maximize inventory as much as possible while remaining cognizant of a point of diminishing return. This effort will include additional spots/ad placements, improved dayparts, campaign date extensions, etc.
5. Once the Contractor has attained a level of reach and frequency best suited to meet the campaign goals, rates will be negotiated.
6. The Contractor's final round of negotiation for value added seeks opportunity for bonus spots in all assets available from the vendor.
7. Once maximum value of each contract is reached, the Contractor will issue a signed order clearly documenting all value added. This contract will guarantee commitment from each vendor to execute the value added as originally agreed upon and will hold each vendor accountable for make-goods of any item that is listed in the signed order but not executed as promised.
8. Once the Contractor has reached an agreement on the specific value added for each contract, it will be clearly documented and becomes part of the formal contract and insertion order provided to each respective vendor. This detailed process sets clear guidelines for deliverables. At the time of invoicing, the Contractor will review execution of value added with the same scrutiny as paid media components to ensure delivery before invoice authorization.
9. Complete media analysis and metrics, including value-added and bonus placements, will be detailed in post-buy media reports.

Added-value Contractor relationships include but are not limited to:

*Broadcast TV: NBC, ABC, CBS and Fox, Michigan Association of Broadcasters (MAB), CoxReps.*

*Cable TV:* Comcast, Charter, WOW, Big Ten Network, ESPN and SEC Network, Michigan Cable Telecommunications Association (MCTA) and National Cable Communications.

*Cinema:* NCG and Screen Vision Media.

*Digital Video Streaming:* HULU, YouTube, Video OnDemand, Roku and Sling.

*Radio:* iHeart Media, Town Square Media, Westwood One, CBS Radio and Disney, MacDonald Broadcasting, Michigan Association of Broadcasters.

*Digital Music Streaming:* Pandora and Spotify.

*Outdoor:* Outfront Media (formerly CBS Outdoor), Adams and Lamar, Crossroads Outdoor, Wolverine Sign Works, GR Outdoor and Skyline Outdoor Media.

*Social Partners:* Google Partners Program.

*Minority Media Partners:* Michigan Publishers Auxiliary (representing 25 minority publications), Blac (part of the Metro Parent publication group in southeast Michigan), “Black Perspective” with Tyrone Bynum, Arab American News, Michigan Chronicle and Front Page, El Vocero, Latino Press, Keweenaw Bay Indian Community Newsletter and New Opinion.

*Merchandise/Giveaways:* The Contractor maintains multiple wholesale licenses and also work closely with multiple ASI vendor partners to procure and develop custom merchandise and/or giveaway items in support of MDOC messaging goals; Mahoney and Associates, The Idea People and individual artists and entrepreneurs.

*Sports Marketing:* IMG College, Fox Sports College Properties, Learfield Sports, CBS Sports, Big Ten Conference and Professional Sports Publications, Fox Sports College Properties/Michigan State University Athletics, Lansing Lugnuts, West Michigan Whitecaps, Traverse City Beach Bums, Grand Rapids Griffins and all professional sports teams.

*Social partners:* The Contractor has a dedicated, in-house social media marketing team. The Contractor will implement integrated social marketing campaigns across multiple platforms, including Facebook, Instagram, Snapchat, Twitter, LinkedIn and Pinterest.

*Public TV and Radio:* DPTV, WKAR, WUOM, WCMU and WGVU.

*Print:* Individual contacts at niche publications, statewide daily and community newspapers, and magazines throughout the state; Media Networks Inc., offering regional placement of print ads in top publications such as USA Today, People Magazine, etc.; Michigan Press Association.

*Grassroots Marketing:* On-the-ground support for unique marketing initiatives.

**DELIVERABLE:**

- *An approved media buy/schedule detailing placements and all metrics, including value-added and bonus placements.*
- d. Inform the Program Manager of and evaluate as requested any special or unique media placements or opportunities.**
- e. Identify and recommend opportunities outside of traditional paid advertising to reach specific audiences.**

Contractor’s Plan:

The Contractor will assess all proposals for MDOC media opportunities, to evaluate them in conjunction with the project goals and objectives and to inform the MDOC of the opportunity and make recommendations and rationale. Additionally, the Contractor will seek out special and unique media placements and opportunities on behalf of MDOC. The Contractor will leverage strong relationships with media vendors and track record of success as a responsive and engaged partner to receive the first look at emerging opportunities.

- f. Negotiate make-good media-weight for any under-delivery to be scheduled during the next applicable paid media flight.**

The Contractor will stay in close contact with vendors to ensure that all deliverables are executed as ordered. Depending on the specific features of the buy, verification may occur weekly, monthly or quarterly. The Contractor’s media director reviews and approves required documentation as outlined below before authorizing payment. The Contractor will require detailed reporting and proof of performance with each media buy. The Contractor will discuss the requirement with each vendor at the time the contract is executed to ensure that all parties are capable of providing the level of information required for invoice reconciliation.

<b><u>Media Type</u></b>	<b><u>Required Verification Document</u></b>
Print (Newspaper, Magazine, etc.)	Invoice, tear sheets for each placement
TV	Invoice, affidavit, spot check
Outdoor	Invoice, photo sheet
Radio	Invoice, affidavit, spot check
Digital	Dashboard metrics
Social Media	Network insights, analytics reports

**DELIVERABLE:**

- *MDOC media deliverables executed as ordered or made good with appropriate placements of greater weight.*
- g. Conduct a post-buy review/analysis on the placement of media and the effectiveness of media buys in terms of cost, reach, frequency, continuity, and message dispersion requirements, etc for each media campaign. No later than two months following the end of each media buy, the Contractor must submit this post analysis report to the Program Manager. The Contractor should use findings to refine current and future media plans.**

- h. **Provide follow-up reporting to the Program Manager including invoice reconciliation and audience delivery assessments with an objective of receiving plus or minus 10 percent of the Gross Rating Points (GRP) goal in the proposed media buy.**
  - i. **Provide a final report of the base buy plus the bonus weight no later than 60 days after the media buy and bonus have aired to the Program Manager. Return on Investment (ROI) for the bonus weight must be included in the report.**
- 4) **Placement services include not only paid media but also value-added media, Michigan Association of Broadcasters (MAB) media, Michigan Cable Telecommunications (MCTA) media, and Michigan Press Association (MPA) media.**
  - 5) **The Contractor must cooperate and work in tandem with third-party media auditing services to periodically examine and audit advertising released through the various media to verify that quality, timing, position, and distribution are consistent with the approved plans, guidelines, and industry standards. If, for any reason, the auditing service finds these conditions are not met, it is the Contractor's responsibility to rectify the situation.**
- D. Traffic:**
- 1) **The Contractor is responsible for shipping/uploading all radio and television dubs, in the appropriate media formats, with traffic instructions, to stations in time to meet program deadlines.**

Contractor's Plan:

The Contractor employs two full-time traffic managers and guarantees distribution and delivery by utilizing the following key processes and tools:

- Insertion orders will be created and sent to each media vendor outlining the agreed-upon cost, deadlines and deliverables.
- The Contractor's traffic managers will work with the Contractor management software and the creative and production teams to ensure accurate execution and delivery.
- The Contractor's management software will integrate all Contractor functions: client service and project management, accounting, creative management, production management, traffic and media.
- The Contractor will utilize a very specific disclaimer to ensure file integrity: "Any alterations to this file by anyone who is not a staff member of GÜD Marketing will result in nonpayment."

**E. Creative:**

- 1) **The Contractor must create high-impact, modest-budget creative strategies and tactics.**
- 2) **The Contractor must refresh existing ads as requested and develop new ad themes, campaigns, and campaign assets, including 30-second TV ads, radio ads, pre-roll, billboards, etc.)**

**3) The Contractor must design collateral materials (such as banners, posters, radio liners, web banners, etc.)**

Contractor's Plan:

1. The approach to creative concepting is quite similar to the approach used for strategy development:
  - a. A creative brief will be formulated based on the findings of the research and analysis steps and in alignment with the strategic plan, including the media plan. This brief will be submitted to the Program Manager for review and approval before the creative teams are launched.
  - b. The creative brief will be used to launch the creative teams. The account manager, strategy director, research manager and media director are available to the creative teams throughout the process to address any questions or provide more information or deeper understanding if needed.
  - c. The Contractor will strongly recommend conducting exploratory focus groups during the STUDY and INSIGHT steps specifically to provide input to the process for creative concepting.
  - d. Multiple creative teams will work together to develop many ideas, which will be presented and evaluated by the larger team.
  - e. Creative concepting will be an iterative process and requires many rounds of development, review, new ideas, review, more new ideas etc., until the best ideas rise to the top and are ready for presentation to the Program Manager and/or for testing, depending on the agreements made about the process at the launch meeting.
2. The Contractor will start with broad, high-level concepts that will work in any media and then adapt the approved concept to the appropriate media. Once the broad-concept direction is approved, the Contractor will immediately apply it first to 30-second television and then to 30- and 60-second radio.
  - a. TV spot development will begin with a treatment – an overall description of how the ad will flow, the tone of the ad, the general message and general visuals.
  - b. Once the treatment is approved, the Contractor will write a script that conforms precisely to the timing requirements.
  - c. The Contractor may develop storyboards in the form of illustrations displayed to help MDOC visualize the sequence of the TV spot.
  - d. Once the script and storyboards are approved, the production process will begin.

**DELIVERABLE:**

- *At least three creative concept directions presented as “advertising-like objects,” or ADLOBS, that include a campaign theme; benefit or tagline if appropriate; potential headlines; supporting copy points or key messages; and visual direction.*

- 4) **The Contractor is responsible for developing or modifying advertising/marketing/creative concepts within established budgets, including but not limited to 30-second TV, 15-second internet pre-roll, and 30- and 60-second radio spots.**
- 5) **The Contractor is required to prepare a creative brief and present at least three (3) creative concepts, which the Program Manager reviews. One (1) concept is taken to final art or script and storyboard, which is routed for review and comment. Once changes are made and reviewed, the concept will receive final approval from the Program Manager to move forward.**
- 6) **All communications must be diverse and culturally competent.**
- 7) **All creative concepts/materials/productions must be copyright free, including non-rights managed visual materials (to be used in print, online, and other forms) and full buy-out (unrestricted use) of talent in all Michigan media (broadcast, cable, and online) for a minimum four-year period. The Contractor must ensure that in negotiations of talent rights, the State will be signatory on all talent/property rights.**
- 8) **The Contractor is responsible for developing, managing, and executing social media/new media strategies and deliverables (including mobile, interactive, Pandora) to complement advertising and earned media campaigns.**

Contractor's Plan:

1. The Contractor's process and the considerations for developing social media and new media recommendations and strategies include the following:
  - a. Participate in campaign launch and planning meetings to ensure the integration of social media into the comprehensive strategic plan.
  - b. Review overall marketing goals and objectives for the campaign.
  - c. Based on marketing goals, determine social media, content marketing and other new media objectives that would assist in achieving overall business and marketing goals.
  - d. Determine measures of success and reporting metrics that will be used to report success to the MDOC.
  - e. Consult in work plan and media planning stages to determine what paid social and new media tactics should be included. This helps to determine up front what will be needed so that social media, content marketing and new media work cohesively with the advertising or earned media campaigns (e.g., conversion needs for website, social sharing opportunities, additional content development, etc.).
  - f. Audit industry best practices online, current MDOC assets and online audiences, and potential competitors' online performance and current campaigns.
  - g. Develop social media and new media work plan, calendar and budget that will best promote advertising campaigns and deliver earned media campaigns to online audiences. This could include recommendations of new social channels not being used, based on goals and audience research (e.g., YouTube channel creation to host video ads).
  - h. Develop campaign deliverables. This includes content creation for social media ads, content marketing articles, online radio and video creation, and any photography and design needed.
  - i. Initiate continued value-added opportunities throughout the campaign to help make it a success. This includes added digital elements to accompany our content, homepage

- takeovers, hero ads and pre-roll placement.
- j. Implement the campaign, including ongoing monitoring and optimization of campaign while in market.
- k. Based on MDOC needs, we can assist in response and engagement and/or train MDOC teams
- l. to execute.
- m. Ongoing reporting using an online dashboard that is updated in real time for MDOC MDOC, as well as final campaign results presented in a report based on success metrics.

**F. Production:**

**The Contractor is responsible for:**

- 1) Directing and coordinating all aspects of production for television and radio production, including seeking at least three (3) bids for best pricing. This includes:**
  - a. Scouting locations**
  - b. Securing studio and/or voice recording facilities (voice studios must offer high-quality connections for off-site talent)**
  - c. Casting screening and talent recommendations**
  - d. Identifying music**
  - e. Providing Special effects**
  - f. Film shooting, recording, editing, and post-production**
  - g. Delivering rough cuts and finished spots to the Program Manager for final approval within the timeframe defined by the Program Manager, but no less than one (1) working day (in most cases rough cuts should be ready five working days after filming/recording)**
  - h. Producing and duplicating media materials as needed in a variety of formats including but not limited to Beta, Digital Beta, wmv files, mov files, mp3 files.**

Contractor's Plan:

1. The Contractor will direct and manage all aspects of the production of approved concepts and scripts, including talent, music, crew, lighting, location and budget.
2. Detailed steps for video and audio production include:
  - a. Creative brief development – The creative brief guides all execution, including budget parameters, and is based on the research.
  - b. Kickoff meeting – The creative team is launched using a creative brief that covers MDOC and project background information, goals and objectives, target audiences, messaging, tonality and expectations for deliverables, including timing and budget.
  - c. Script development – Multiple scripts are developed, all of which will be in alignment with the strategy and message set forth in the creative brief.
  - d. Spec development – Specs are discussed in detail with potential production partners to ensure that ideas/scripts can be achieved on time and within budget.
  - e. MDOC review and approvals – Scripts will be presented to the MDOC for review, feedback, refinement and approval in order to move forward with production.



- f. Production bids – The Contractor will obtain at least three bids to ensure best pricing/value.
- g. Production partner selection – The Contractor will choose a partner that is the best fit for the project and will be closely involved throughout the project to ensure quality and budget adherence.
- h. Development of storyboards, locations and props (video) – The Contractor will manage subcontractors to provide any additional support necessary for success, including props, extras and so on.
- i. Casting, sound effects and special effects (SFX), music selections
  - 1. The Contractor’s creative team and production manager work together to identify and retain the best talent based on the goals, objectives and budget of the project. The Contractor will audition talent on screen and scout locations, giving priority to locations within 60 minutes of Lansing when possible. The Contractor’s production manager handles all necessary arrangements with talent, including timing and travel.
  - 2. Prior to production, the Contractor will work closely with one of their production studio partners to identify the perfect theme or audio components needed.
- j. Final scriptwriting – Final refinement and approval of the chosen script is required for broadcast deliverables (such as TV, video and radio) before production begins.
- k. MDOC review and approvals – In addition to approval on the script, The Contractor will obtain final MDOC approval on all elements of production, such as talent and music direction.
- l. Production recording – Once the creative team has identified the type of voice needed, the Contractor will audition several voice talents and make a final selection. The Contractor’s production manager will negotiate the contract, requiring unlimited- use licensing, and then coordinates timing. The Contractor’s creative director will be present for recording to ensure fidelity to creative vision and script.
- m. Postproduction edit – The Contractor will conduct a minimum of two rounds of edits for each video or audio spot, based on MDOC feedback. The Contractor will manage the work in the editing studio to ensure that the process is timely and cost-effective. For animation, the Contractor will work with several talented vendors that specialize in animation and animation editing. The Contractor will originate the concept and look of the animation; an art director develops key designs and still frames and supplies these to the vendor. The vendor then executes final animation, with management from the Contractor’s creative team.
- n. Final MDOC review and approval
- o. Distribution to media outlets – The Contractor will work closely with their production studio partners to execute MDOC’s duplication needs. The Contractor’s production manager will coordinate the creation of “dubs” with the production studio and work with the Contractor’s media buyer to ship the dubs to each media outlet, based on the approved media schedule. (Typically, broadcast dubs are shipped as digital files.) The Contractor will maintain a master file of each TV and radio spot produced. The Contractor’s traffic manager, production manager and media director will work together to ensure that all jobs have complete specifications on file and deliver accordingly. The Contractor guarantees distribution and delivery by utilizing the same key processes and tools that the Contractor uses for all other materials produced for MDOC:

1. Insertion orders are created and sent to each media vendor outlining the agreed-upon cost, deadlines and deliverables.
  2. The Contractor's traffic manager then works with the agency management software (Workamajig) and the creative and production teams to ensure accurate execution and delivery.
  3. Workamajig (formerly called Creative Manager Pro) is a fully integrated web-based agency management system. Workamajig integrates all agency functions into a seamless system: MDOC service and project management, accounting, creative management, production management, traffic and media.
  4. The Contractor utilizes a very specific disclaimer to ensure file integrity: "Any alterations to this file by anyone who is not a staff member of GÜD Marketing will result in nonpayment."
  5. The Contractor requires confirmation emails from all media vendors upon acceptance of materials, including the disclaimer.
3. The Contractor will directly provide all digital video formats for broadcast and web and has demonstrated experience in successful delivery of such files (for example beta, digital beta, WMV files, MOV files, MP3 files, etc.). All of the project and campaign work presented throughout the proposal, and particularly the Contractor's examples of prior experience, showcases the Contractor's capabilities for managing projects that require duplication and distribution. The Contractor will work with several trusted vendors to provide nontraditional and legacy formats.

**2) Producing internet/web project deliverables including:**

- a. Repurposed TV ads
- b. Banner ads
- c. In-game ads
- d. Social media graphics, etc.

**3) Producing other project deliverables including:**

- e. Billboards
- f. Posters
- g. Banners
- h. Fliers
- i. Email marketing messages, etc.

Contractor's Plan:

1. Though the deliverables for traditional and new media are different in their form, the fundamental process for their development will be similar. Once the concepts have been approved, the Contractor will produce all creative elements accordingly. The Contractor is able to execute all elements of a campaign: broadcast, print and web; outdoor advertising and collateral such as posters and fliers; public relations and earned media; social media; in-game ads (or ads in other digital venues); etc., all working in sync and delivering consistent campaign messaging and elements to deliver results.
2. The Contractor will work to share assets across platforms to support consistency in

campaigns and messaging. Television, video and print assets are embedded into campaign websites. Television and video assets are uploaded to the appropriate YouTube channels and shared through other social media channels where appropriate. Web URLs are prominent if the campaign's call to action drives the audience to a website.

3. The Contractor will develop and manage digital campaigns that incorporate placements in various digital media, as well as banner ads, page takeovers and native advertising.
4. The Contractor's process for completing work incorporates the following steps, which will be managed jointly by the Contractor's account manager and traffic manager. The Contractor will use their agency management software system to help manage workflow and other Contractor functions.
  - a. Once the comprehensive plan, media recommendations and creative direction have been approved, the Contractor's account manager will finalize the work plan so that all campaign deliverables are identified and scheduled. This final work plan and schedule will be sent to the MDOC and shared internally for the entire team.
  - b. The Contractor's account manager will launch the internal team with a project/creative brief that is based on the approved strategy and will provide important guidelines to ensure that the team meets the deliverables.
  - c. The Contractor's account manager and traffic manager will work with the team daily to ensure that the proper resources are assigned, and that review dates and deadlines are being met.
  - d. As each creative deliverable is completed, it will be routed through the appropriate Contractor staff to ensure fidelity to project goals, strategy, specifications, quality standards, production readiness. The Contractor will develop all web deliverables using ADA best practices and can formally meet WCAG 2.0 AA requirements.
  - e. All creative deliverables will be reviewed with the Program Manager for approval.
  - f. Requested changes will be made and final deliverables will be sent to the Program Manager for final approval. All creative will be proofed and/or tested multiple times throughout the process, but it will always undergo a final proof as the last step.
  - g. Final approved deliverables will be trafficked to the appropriate media or other specified source for placement.
5. The Contractor has complete in-house creative and production capabilities and employs both a full-time production artist and web designer/coder to manage and implement the final phase of the creative process, which will involve the preparation of print-, fabrication- or web-ready files that reproduce seamlessly for MDOC. The following will be considered to accomplish the tasks:

- a. Final use of design, print, digital, web
- b. Sizing the image to the correct medium
- c. Image retouching, color management
- d. Development of a high-resolution PDF; collection of native files for vendor use
- e. Final file archiving

**G. Additional Services:**

- 1) **The Contractor must plan and organize special public relations events related to programs as requested by the Program Manager.**
- 2) **The Contractor must secure web domains if needed as part of an overall campaign.**

The Contractor will, upon approval from MDOC Program Manager, purchase and configure all available domains based on the MDOC's requests and team recommendations. These will be secured through our trusted source [www.dotster.com](http://www.dotster.com).

**H. Implementation:**

**As a one-time project upon award, the Contractor must review existing campaigns and performance reports in order to provide recommendations to maximize value from the existing media mix.**

**1.1. TRANSITION**

**End of Contract Conversion Responsibility: At Contract expiration or termination, the Contractor must work with State personnel and other contractors, if applicable, to convert or transition all Contract Activities, services and data into an acceptable format for uploading into or importing into a State owned database (also see Standard Contract Terms, Sections 25 and 32.e). The Contractor must work with the State and/or previous contractor during implementation of the transition plan to affect an orderly transition to the new contractor if applicable. The Contractor must allow as many personnel as practicable to attend meetings and receive hardcopy and original/master electronic files (excel, PDF, InDesign, etc.) to help maintain the continuity and consistency of the services required by the Contract. The Contractor agrees to receive reasonable detailed specifications for all Contract Activities previously provided to the State to properly provide the Contract Activities required under the Contract.**

**1.2. CONTRACT ACTIVITIES THAT WILL INCLUDE IT RELATED SERVICES**

**The Contractor must follow State of Michigan IT Standards for delivery of data per Section 3.6.C and Standard Contract Terms, Section 1.**

**The links below provide information on the State's Enterprise Information Technology (IT) policies, standards and procedures which includes security policy and procedures, eMichigan web development, and the State Unified Information Technology Environment (SUITE).**

**Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.**

**All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard IT Environment.**

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, and DTMB, before work may proceed based on the changed environment.

**Enterprise IT Policies, Standards and Procedures (PSP):**

[http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html)

**Look and Feel Standard**

All software items provided by the Contractor must be ADA compliant and adhere to the Look and Feel Standards [www.michigan.gov/somlookandfeelstandards](http://www.michigan.gov/somlookandfeelstandards).

**SUITE:**

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

**2. ACCEPTANCE**

**2.1. ACCEPTANCE, INSPECTION AND TESTING**

The State will use the following criteria to determine acceptance of the Contract Activities:

Before approving invoices for payment, the Program Manager will review deliverables and review invoices to verify costs are accurate. Contractor's invoices must include detailed information for the project. The State will pay the Contractor for its costs incurred related to the Deliverables plus mark-up based on the Contract rates. The State will reimburse the Contractor only for services and/or merchandise authorized by the State, approved by the Program Manager, and provided for in the purchase order. Payment will not exceed the amount approved by authorized estimate without submission and approval of a revised estimate. All invoices must reflect actual work done. Invoice and payment specificity will be agreed upon between the State and the Contractor per Section 6.1.

**3. STAFFING**

**3.1. CONTRACTOR REPRESENTATIVE**

**Original Contract requirements for this Section apply.**

Contractor Representative:

Julia Knuckman, Sr. Account Manager  
517-267-9800 (main office)  
517-853-3879 (direct line)  
knuckman@gudmarketing.com

**3.2. WORK HOURS**

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

**3.3. KEY PERSONNEL**

**Original Contract requirements for this Section apply.**

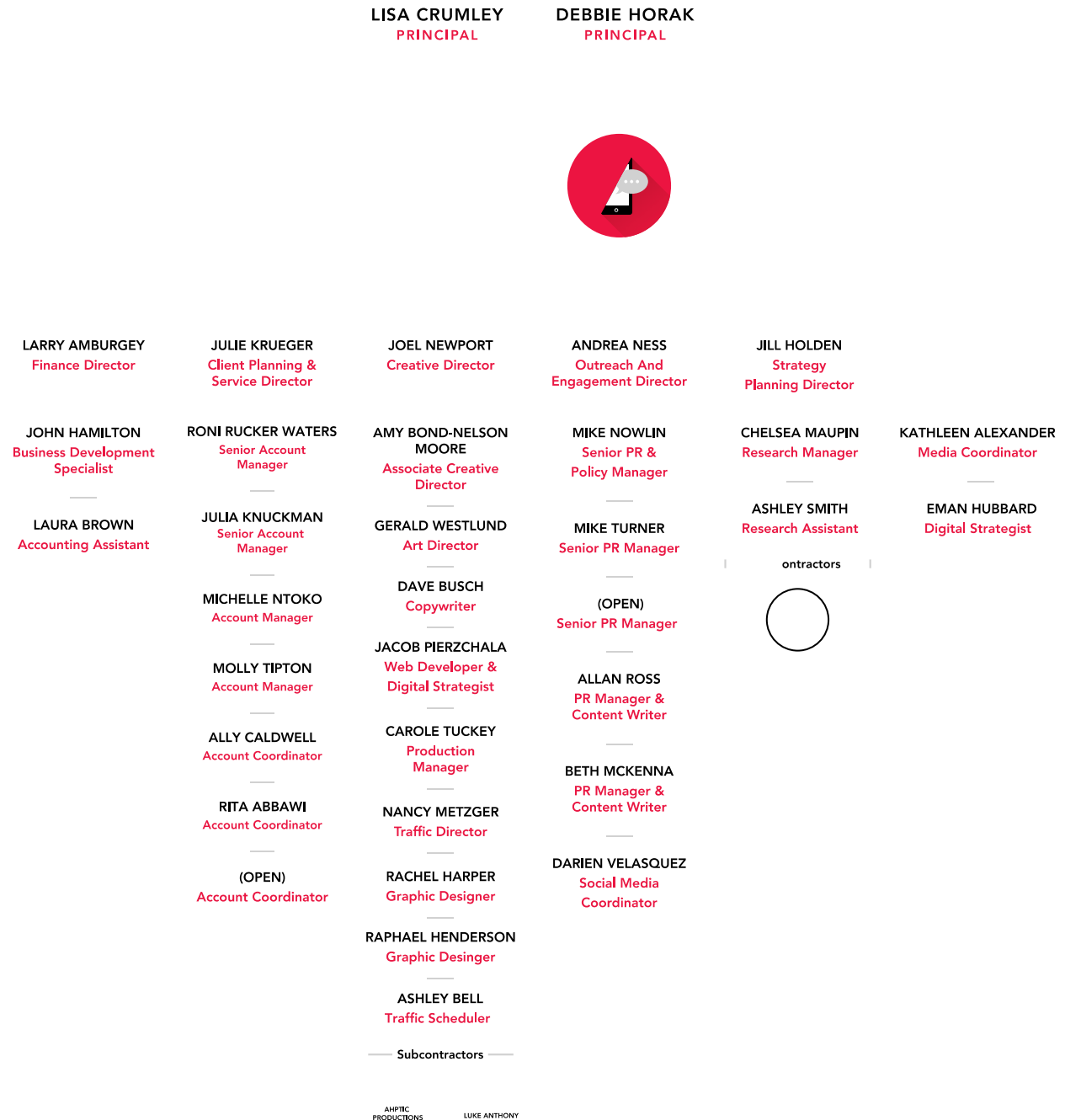
Name	Title	Detailed Roles and Responsibilities
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Julia Knuckman	Account Manager	<ul style="list-style-type: none"> <li>• Primary day-to-day interface between MDOC and the Contractor</li> <li>• Develop yearly marketing plans/ recommendations</li> <li>• Lead project manager, supervising all MDOC projects and aligning agency resources to meet MDOC needs</li> <li>• Develop and give presentations and reports as needed by MDOC and described in this proposal</li> </ul>
Jill Holden	Director of Strategy	<ul style="list-style-type: none"> <li>• Lead strategic planning, branding development and research efforts for MDOC</li> <li>• Collaborate with account manager to translate MDOC business objectives into marketing strategies and oversee campaign formation</li> <li>• Provide implementation and program evaluation to ensure delivery of business and communications goals</li> <li>• Focus group moderator</li> <li>• Bring her more than 20 years of experience in marketing and branding to strategic and campaign development for MDOC</li> <li>• First backup to Ms. Knuckman</li> </ul>
Mike Nowlin	Sr. PR and Policy Manager	<ul style="list-style-type: none"> <li>• Lead strategist for PR and content management</li> <li>• Foster relationships and partnerships with key members of the media</li> <li>• Engage with key business leaders, public officials, opinion leaders, policymakers and journalists</li> <li>• Develop and execute public relations plans and efforts, including crisis management if ever necessary</li> <li>• Write releases, advisories, talking points, stories, scripts, articles, website content, etc.</li> <li>• Brings his more than 30 years of experience in journalism and public relations to capitalize on PR opportunities and specific PR needs of MDOC</li> </ul>
Emmie Musser	Media Director	<ul style="list-style-type: none"> <li>• Develop and execute paid media strategies, plans and schedules</li> <li>• Negotiate rates and places media buys</li> <li>• Conduct post-buy analysis and prepare extensive media reports</li> <li>• Research and identify target audience lifestyle, including media consumption habits and preferences</li> <li>• Evaluate all media contracts, including pricing, deliverables, reputation, invoicing and performance</li> </ul>
Joel Newport	Creative Director	<ul style="list-style-type: none"> <li>• Lead agency creative team, including concept development, copywriting, art direction and design for all marketing elements</li> <li>• Oversee all aspects of creative process</li> <li>• Work as lead producer/director on broadcast and video deliverables, leveraging his more than 20 years of broadcast and production experience</li> </ul>
Andrea Ness	PR, Social Media and Content Marketing Director	<ul style="list-style-type: none"> <li>• Lead the agency's social media and content marketing efforts on behalf of all clients</li> <li>• Work collaboratively with team members (account manager, strategy director, PR manager and media director) to identify and capitalize on content marketing and social opportunities for MDOC, making sure all earned, paid and social media efforts are in alignment and are properly leveraged for maximum effectiveness</li> <li>• Develop social and content strategies, calendars and implementation schedules</li> <li>• Write, edit and approve social and content marketing copy internally before releasing for MDOC approval</li> <li>• Oversee the management and implementation of social and content marketing calendars and schedules</li> </ul>
Mike Turner	Senior PR Manager	<ul style="list-style-type: none"> <li>• Implement PR strategies</li> <li>• Write and copyedit content</li> <li>• Provide outreach to reporters, bloggers and so on to gain positive coverage of the MDOC</li> </ul>
Chelsea Maupin	Research Manager	<ul style="list-style-type: none"> <li>• Coordinate all market research efforts</li> <li>• Provides secondary research and background information</li> <li>• Generate market research analysis, reports of findings and executive summaries – including recommendations – for all research efforts</li> <li>• Provide tracking, monitoring and analytics of communications tools</li> </ul>
Debbie Horak	Firm Principal	<ul style="list-style-type: none"> <li>• Agency owner – ultimately responsible for the agency's performance</li> <li>• Assist with high level of customer service and delivery of all services</li> </ul>

Elissa Crumley	Firm Principal	<ul style="list-style-type: none"><li>• Agency owner will be responsible for the agency's performance</li><li>• Assist with overall strategy development, executive creative oversight and research tasks</li><li>• Focus group moderator</li></ul>

### 3.3. ORGANIZATIONAL CHART

Original Contract requirements for this Section apply.



### 3.4. DISCLOSURE OF SUBCONTRACTORS

Original Contract requirements for this Section apply.



The Contractor must indicate if their Subcontractors will remain unchanged from the original Contract for this SOW. If the Contractor intends to utilize additional subcontractors, the Contractor must disclose the following:

1. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
2. The relationship of the subcontractor to the Contractor.
3. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
4. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

The Contractor will utilize the same subcontractors as identified in the Contract.

### 3.5. SECURITY

The Contractor will be subject the following security procedures:

- A. The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.
- B. All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See [http://michigan.gov/cybersecurity/0,1607,7-217-34395\\_34476---,00.html](http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html). Furthermore, Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

## 4. PROJECT MANAGEMENT/PROJECT PLAN

### 4.1 PROJECT MANAGEMENT

- A. The Contractor must confer with the Program Manager, upon request of the Program Manager, to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel, etc. for every project.
- B. The Contractor must provide account management that is proactive and flexible to meet changing business conditions.
- C. The Contractor must take all reasonable precautions to guard against any loss to the State through the failure of suppliers to execute commitments properly.
- D. The Contractor shall not begin any work on any project before the Program Manager has given formal approval and a work/expense authorization/purchase order has been issued and signed.
- E. Upon failure to meet a predetermined deadline, the Contractor must provide an explanation for such failure as soon as it is known and submit an updated project schedule to the MDOC Program Manager.
- F. The Contractor is required to have available a private File Transfer Protocol (FTP) site or equivalent (not free web-based file-sharing options) for upload and download of files larger than 15MB in a variety of formats, including Beta, Digital Beta, wmv files, mov files, mp3

files, etc. This site must be supported on the most current and widely used platforms/browsers/operating systems as agreed upon by the Program Manager. Supported platforms, browsers and operating systems will be evaluated and agreed upon as required by changes in the State's IT environment. This site must meet or exceed market standard for speed of upload and download of files.

#### **4.2. PROJECT PLAN**

- A. The Contractor must develop a critical path development schedule providing sufficient Program Manager approval time frames from initial presentation of creative through the production and delivery of product.**
- B. Prior to beginning work on a specific task or deliverable as agreed upon by the Program Manager, the Contractor must provide the Program Manager with an updated Project Plan that is inclusive of the following:**
  - 1. Project creative brief**
  - 2. Proposed research, as appropriate**
  - 3. Proposed message strategies, including social media when appropriate**
  - 4. Timelines (including staff assigned, hours of effort and hourly rate)**
  - 5. Total anticipated costs**
  - 6. Any associated assumptions**
- C. The Program Manager must approve the Project Plan before work may begin.**
- D. The Contractor must carry out this Contract under the direction and control of the Program Manager. Within 10 calendar days of the Kick-Off Meeting (see Section 4.3.A), the Contractor must submit a final Project Plan to the Program Manager for final approval. This Project Plan will be updated throughout the Contract period for new projects/campaigns, media plan and marketing plan changes. The plan must include:**
  - 1. The Contractor's organizational chart with names and title of personnel assigned to the Contract, which must align with the staffing stated in accepted proposals.**
  - 2. A chart/table showing the breakdown of requirements in Section 1. Requirement and 4. Project Management/Project Plan including tasks, sub-tasks, proposed timeline and the resources/staff assigned, within the estimated budgets throughout the term of the contract.**
- E. As this Contract is not limited to the programs identified, the Contractor will need to be able to balance existing programs with new projects/campaigns, media plans, and marketing plan changes.**

#### **Contractor's Plan:**

- 1. The Contractor will use step-by-step processes to develop plans, conduct research and complete creative work required to meet campaign deliverables. The Contractor will have balance of being large enough to handle a significant volume of work and deliverables, but small enough to be flexible and unencumbered by the institutional limitations of larger agencies. The Contractor will meet MDOC needs or make changes as the need for them arises. The Contractor will place a high premium on customer responsiveness and stewardship, gathering resources and applying them to MDOC needs as they arise. The Contractor will work quickly and do everything possible within our control to ensure that MDOC goals are met.**
- 2. The Contractor's agency's principals and leadership team meet at least weekly to review current and projected workload and the management and application of agency resources to ensure that**

all MDOC work can be efficiently and effectively managed. The Contractor's traffic managers handle workflow and deliverables on a micro level, focusing on workflow over the short term: e.g., days and weeks.

- The Contractor will communicate regularly with MDOC, especially as it relates to managing workload and deliverables, and would expect to participate in dialogue with the MDOC about the impact of new programs or changes in plans and priorities, and also to develop a plan of action to address the MDOC's needs.

Project Plan for MDOC	Resources and Staff	Timeline
<b>1. Launch, Immersion, Interviews</b>		<b>\$5,000</b>
<p><b>Launch Meeting:</b> to identify and clarify MDOC program area of focus and communication goals, define success, exchange relevant information, discuss and establish criteria used to assess concepts and deliverables, discuss timing requirements and evaluation metrics, and confirm communication preferences.</p>	<p>Account Manager Director of Engagement Director of Media</p>	<p>Week 1</p>
<p><b>Conduct Secondary Research:</b> The Contractor will explore current best practices in the category – from other states, other programs etc.</p> <ul style="list-style-type: none"> <li>Review and Synthesize Information</li> <li>Secondary data that help define and deepen our understanding of the target audience groups, their motivations and perceptions and their media habits</li> </ul>	<p>Account Manager Director of Strategy Research Manager</p>	<p>Week 2-3</p>
<p><b>Primary Audience Research – Key Audience Interviews:</b> The Contractor will conduct a series of interviews (7-8) with key stakeholders, current target audience (related corrections officers) and staff to better understand perceptions, barriers and unique benefits.</p>	<p>Research Manager</p>	<p>Weeks 2-4</p>
<p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li><i>The final work plan outlining approved approach and timing.</i></li> <li><i>The output from the review of all data and interviews is comprehended into a creative brief that provides direction for messaging.</i></li> </ul>		<p>Week 5</p>
<b>2. Build Audience Insights and Create Messaging</b>		<b>\$3,500</b>
<p><b>Audience-Specific Media Research:</b> The Contractor will utilize media tools to further define target</p>	<p>Account Manager</p>	<p>Weeks 3-4</p>

audiences for targeting purposes; for example, research tools include Mediamark Research Inc., Rhiza for Media, Spectrum Reach, comScore and Nielsen.	Research Manager	
<b>Message Development:</b> Refine existing messages and develop potential targeted messages based on audience insights and data obtained. Identify universal “truths” that can be incorporated into our audience group definitions and messaging strategies. A deep definition of each target group will be incorporated so MDOC will understand precisely whom it is talking to.	Account Manager Director of Strategy Outreach and Engagement Director	Weeks 5-6
<b>Deliverables:</b>  <ul style="list-style-type: none"> <li>• <i>A summary of key interview findings and audience profiles that is incorporated into the plan and refines target audience groups and their key characteristics, such as demographics, psychographics, attitudes, beliefs, perceptions, values, etc.</i></li> <li>• <i>A final message document, organized by audience group, their current beliefs, our desired belief and the key messages.</i></li> </ul>		Week 7
<b>3. Develop Recruitment Strategy Plan &amp; Creative Direction</b>		<b>\$7,000</b>
<b>Strategic Marketing Plan:</b> The Contractor will develop a communications plan focused on recruitment to include:  <ul style="list-style-type: none"> <li>• Goals and objectives</li> <li>• Summary of data and findings</li> <li>• Audience profiles and messaging</li> <li>• Creative concept direction</li> <li>• Communication tactics and ideas to accomplish objectives</li> <li>• High-level media recommendations</li> <li>• Recommended metrics for campaign evaluation</li> <li>• General budget guidelines and timing</li> </ul>	Account Manager Director of Strategy Media Director Creative Director Outreach and Engagement Director	Weeks 5-8
<b>Develop Media, Digital and Social Plan (will be included in marketing plan)</b>		
<b>Engage Media Partners:</b> to determine opportunities	Media Director	Weeks 4-5

<b>Review and Assess Media Proposals/Opportunities</b>	Media Director Media Coordinator	Weeks 6-7
<b>Create Digital Strategy</b>	Digital Strategist	Week 6-7
<b>Create Media Plan</b> (requires program manager approval) – this will be presented with the marketing strategy.	Account Manager Media Director	Weeks 7-8
<b>Social Media Plan</b>		
Develop plan, calendar and budget as part of marketing strategy and plan.	Outreach and Engagement Director  Sr. PR/Policy Manager	Weeks 5-7
<b>4. Execute Recruitment plan</b>		<b>\$72,500 (includes media buy)</b>
<b>Development of Marketing Materials</b>		
Final work plan and schedule for campaign deliverables presented to MDOC program manager based on approved strategy, media recommendations and creative concept direction.	Account Manager Traffic Manager Production Manager Media Coordinator	Week 10
Account manager launches internal team.	Account Manager Creative Team Traffic Manager	Week 10
Ongoing management of team to ensure deadlines are met.	Account Manager Traffic Manager	Ongoing
Internal routing of creative deliverables.	Account Manager Traffic Manager	Ongoing
Presentation of final creative deliverables (requires program manager approval).	Account Manager Creative Director	TBD

MDOC-requested changes/refinements are made.	Account Manager Creative Director	TBD
Final route and proof prior to MDOC review.	Traffic Manager Account Manager	TBD
Final deliverables resubmitted to MDOC for final approval.	Account Manager	TBD
Approved deliverables are trafficked to the appropriate media source.	Traffic Manager	TBD
<b>Negotiate and Place Paid Media</b>		
Negotiate media placements, requiring multiple rounds of negotiation with each media vendor as needed, to gain the best value for the MDOC.	Media Director Media Coordinator	TBD
Negotiate value-added and bonus placements.	Media Director Media Coordinator	TBD
At the completion of negotiations, signed insertion orders dispatched to media vendors.	Media Director Media Coordinator	TBD
Detailed final negotiated media schedule provided to MDOC program manager with spot schedules, impressions, discount/bonus value, timing; this step officially “places” the buy.	Media Director Media Coordinator	TBD
Ongoing contact with all media vendors to ensure schedules run as ordered; validate the buy using such things as screenshots, tear sheets, affidavits, spot checks, photo sheets, air checks, analytics reports and so on.	Media Director Media Coordinator	Ongoing
Ongoing monitoring of media performance and corresponding reports provided to MDOC program manager, as well as restitution required from the media outlet.	Media Director Media Coordinator	Ongoing
Evaluation of vendor invoices against the buy before authorizing payment.	Media Director Media Coordinator	Monthly
Post actual ratings against projections.	Media Director	Ongoing and final at

	Media Coordinator	conclusion of buy
Negotiate make-goods to ensure full value received.	Media Director Media Coordinator	At conclusion of buy
Conduct post-buy analysis that includes in-depth analysis of all media vehicles, effectiveness of media buys in terms of cost, reach, frequency, message dispersion, etc.	Media Director Media Coordinator	Immediately at conclusion of buy
Final report of media buy effectiveness (base weight plus bonus) delivered to the MDOC program manager.	Account Manager Media Director Media Coordinator	No later than 60 days after the conclusion of the buy
<b>5. Project Management</b>		<b>\$12,000</b>
Daily management of MDOC projects internally, providing weekly and/or monthly status reports, coordinating and attending key meetings and presentations and providing communication counsel to MDOC.	Account Manager	Ongoing

**F. The Contractor must have a documented process for addressing issues and changes as they develop throughout the Contract and state the individuals who are responsible for receiving/reacting to any issues/changes.**

Contractor's Plan:

The Contractor will assign an account manager to act as the lead contact for MDOC. It is the responsibility of the account manager to facilitate the resolution of any problems or changes that may arise during the course of the contract. The Director of Account Services or one of the Principals is available if the account manager cannot resolve any issue. The Contractor is organized so that senior staff (directors) is responsible for every service and content area. If for some reason the account supervisor cannot address an issue, the first people to go to are the directors. For example:

- For campaign creative and production issues, the account manager would tap the creative director and/or the production manager.
- For media issues, the media director.
- For issues of account management or contract requirements, at least one of the agency principals.
- For social media or public relations, the outreach and engagement director

For billing or financial issues, the Contractor's director of finance and at least one of the Contractor's principals would be immediately informed and engaged.

Both Contractor's principals are always available to staff and MDOC for any reason at any time.

#### **4.3. MEETINGS**

- A. In-person Kick-Off Meeting within 14 calendar days of the Change Notice Effective Date, at least once annually to review the Contract and deliverables, and once within the 30 days before Contract expiration. In the event of Contract expiration, additional meetings may be necessary for the Contractor to attend during the transition period.**
- B. Although there will be continuous liaison with the Contractor team, the Contractor must confer weekly through a conference call at a minimum, with the Program Manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise. The Contractor should also plan for monthly update/presentation meetings either in person or via conference call.**
- C. The Contractor must confer with the Program Manager upon request within 2 business days of contact to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel, etc.**
- D. The State may request other meetings, as it deems appropriate. The Contractor must meet in-person/on-site when deemed necessary by the Program Manager. The Contractor must conduct meetings with subcontractors independently as directed by the Program Manager.**
- E. The Contractor must have available toll-free conference call capabilities.**

#### **4.4. REPORTING**

- A. The Contractor must assemble reports, highlight key findings, and make clear recommendations to the Program Manager in correlation with all projects/campaigns in an agreed upon timeframe between the Program Manager and the Contractor.**
- B. The Contractor must submit, to the Program Manager, the following written reports:**
  - 1) A report on the efficiency and effectiveness of all marketing, promotion, and campaigns/projects against the goals and objectives established for the campaign/project.**
  - 2) A brief written weekly summary of progress which outline the work accomplished during the reporting period and budget information by purchase order/project.**
  - 3) Periodic status report/presentations as requested by the Program Manager.**
  - 4) No later than three (2) weeks prior to a media buy, provide copies of the negotiated buy.**
  - 5) No later than two (2) months following the end of each media buy, a prepared final summary showing the amounts ordered and actually paid per station, publication or outdoor company. These summaries must be compiled by target group, by medium, by market, and showing a grand total. No-charge bonus or bonuses, or PSA schedules, must also be summarized quarterly in the same way.**
  - 6) No later than two (2) months following the end of each media buy, post analysis reports which compare any such schedule estimates against actual spot rotation deliveries.**



- 7) No later than two (2) months following the end of each media buy, evaluation reports with supporting data, describing how the media buy accomplished the intended goals of the buy.
- 8) Quarterly reports on social media activity and engagement.
- 9) Any other related reports as requested by the Program Manager.

The Contractor's Additional Reports:

- Comprehensive campaign completion reports that account for all elements of the campaign and report on both outputs and outcomes for all strategies and tactics used in the campaign.
- Sometimes, reports for specific elements of the campaign are developed, such as:
  - Paid media completion reports
  - Social media completion reports
  - Earned media/PR completion reports
  - Grassroots/event completion reports

In addition, the Contractor will develop online dashboards for real-time reporting of certain campaign metrics (especially digital tactics) as agreed upon by the MDOC Program Manager and the Contractor.

## 5. ORDERING

### 5.1. AUTHORIZING DOCUMENT

The appropriate authorizing documents for the Contract will be a signed Delivery Order and Project Plan.

## 6. INVOICE AND PAYMENT

### 6.1. INVOICE REQUIREMENTS

- A. The Contractor must provide detailed invoices for services rendered which clearly outline the scope of billing. The Contractor must provide complete backup with Contractor invoices including signed estimates and all original copies of third-party invoices. The Contractor must also provide reconciliation of all projects approved for pre-billing within one day at their completion.
- B. All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. (h) name(s) of person(s) who worked on project; (i) number of hours worked by each person. Overtime, holiday pay, and travel expenses will not be paid.
- C. Invoices will be approved based upon completion of deliverables within a pre-approved Project Plan. Payments will be made upon approval of the Program Manager. All invoices must reflect actual work done.
- D. The State shall reimburse the Contractor only for services and/or materials authorized by the Program Manager and purchase order. Payment shall not exceed the amount approved by authorized estimate without submission and approval of a revised estimate.
- E. The Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb) for current rates.

- F. The Contractor will not be reimbursed for personnel labor or other costs incurred in connection with MDOC account services, meetings, commissionable advertising, or costs associated with membership in or attendance at industry conferences, seminars, etc. The Contractor will not be reimbursed for any overtime costs incurred by the Contractor or by any Subcontractor or supplier, unless such costs have been specifically identified in an approved work estimate.**
- G. Expenses for packaging, handling, shipping, postage and freight, travel, meals, lodging and per diem paid to or on behalf of outside talent, and services acquired through the Contractor's internal facilities or parent or subsidiary organizations shall be billed at cost. Additionally, the following items must also be billed at cost: talent renewals, licensing fees, television and radio dubs, and satellite and communications uplinks.**
- H. The Contractor must pass on all reductions in cost, such as volume and early payment discounts, to the State, in the fiscal year in which the originating expenses occurred.**
- I. The Contractor must make timely payments to all subcontractors without waiting for State payment of corresponding invoices. The Contractor must maintain a line of credit for this purpose.**
- J. The Contractor must allow 45 days from the date of receipt of accurate and complete invoices and backup for receipt of payment.**

#### **6.2. PAYMENT METHODS**

**The State will make payment for Contract Activities by Electronic Fund Transfer (EFT). Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>.**

**STATE OF MICHIGAN**

Marketing and Advertising Services – Michigan Department of Corrections (MDOC)

**SCHEDULE B  
PRICING**

1. Reserved.
2. Reserved.
3. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
4. Reserved.
5. Reserved.
6. The State can only commit funds in the fiscal year they are available; commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations.
7. All subcontracted work must be passed through at “cost” and include no mark-up of any kind: The State will not accept fees or commissions from subcontractors and suppliers, these Contractors shall be at a non-commissioned rate, no mark up. The Contractor must pass on all reductions in costs from subcontractors and suppliers.
  - A. The Contract awarded from this RFP will be part fixed (Account Management), variable (Creative and Production) and commission percentage (Media Placement) based Pricing as approved in the Project Plan per Schedule A, Section 4.2 Project Plan and Section 6 Invoice and Payment as follows:

The estimated annual budget is currently \$100,000 however additional appropriations are anticipated in the future therefore the three-year Contract amount will be \$300,000. The Contractor is paid per approved project (see Schedule A, Section 4.2 Project Plan and Section 6 Invoice and Payment), not as a flat percentage of the total annual budget estimate.

1. Account Management Services

- A fixed annual price will be used to compensate the Contractor for all Account Management services. The price is expected to compensate the Contractor for all Account Management services related to the project as identified in:
  - Exhibit A Section 1. A Communications/Marketing
  - Exhibit A Section 1.B Market Research
  - Exhibit A Section 1.G Additional Services
  - Exhibit A Section 1.H Implementation
  - Exhibit A Section 4. Project Management/Project Plan
  - All overhead and expenses of the Contractor must be included in the fixed annual price (prorated on monthly invoices).

2. Creative and Production Services

- A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative and Production services. The price is expected to

compensate the Contractor for all Creative and Production services related to the project as identified in:

- Exhibit A Section 1.E Creative
- Exhibit A Section 1.F Production.

- Blended hourly rate is defined as the Not-To-Exceed hourly amount that will be paid to the Contactor for Creative and Production deliverables based on approved Project Plan.
- All overhead expenses of the Contractor must be included in the variable price.

3. Media Placement Agency Fee

- A commission percentage will be used to compensate the Contractor for all Media Placement services as identified in:
  - Exhibit A Section 1.C Media
  - Exhibit A Section 1.D Traffic
- The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media, on each project.

4. Pricing Table

Deliverable	Price
1. Account Management Services – Fixed Annual Price	\$12,000
2. Creative and Production Services – Variable Blended Hourly Rate	\$125
3. Media Placement Agency Fee – Commission Percentage	7%
<b>Program Area Budget</b>	<b>\$300,000.00</b>

**Notes:**

- (1) The State of Michigan does not guarantee a minimum or maximum volume of services.



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **10**

to

Contract Number **071B6600070**

<b>CONTRACTOR</b>	Pace & Partners, Inc., dba Gud Marketing
	1223 Turner Street
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	CV0036125

<b>STATE</b>	<b>Program Manager</b>	Robin Lott	MULTI
		517-241-0438	
		lottr@michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
2%10, Net 30 except pass through costs	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$8,173,096.80	\$250,000.00	\$8,423,096.80		

**DESCRIPTION**

Effective August 1, 2018, this Contract is increased by \$250,000.00 for Department of Talent and Economic Development (TED) for additional video production services on their current Statement of Work, per attached Change Notice 10, Attachment 1.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
TED	Denise Flannery	(517) 373-4238	flanneryd1@michigan.gov
DEQ	Carrie Geyer	(517) 284-5182	geyerc1@michigan.gov
DEQ	Tiffany Brown	(517) 242-1376	brownt22@michigan.gov
DIFS	Darcie Payne	(517) 284-8674	payned3@michigan.gov
TREA	Chad Somerville	(517) 373-1620	somervillec@michigan.gov
TREA	Raymond (Scott) DeVarone	(517) 373-1261	devaronar@michigan.gov
TED	Sammie Lukaskiewicz	(517) 335-0094	lukaskiewicz@s@michigan.gov

Change Notice 10, Attachment 1

Contract No. 071B6600070

This attachment incorporates additional video production for Talent and Economic Development (TED).

TED Program Manager for this work: Sammie Lukaskiewicz

Talent Videos/ Skilled Trades Production

Production Vendor: Eight Fold Marketing and Creative

Included:

- Production services include pre-production, production and post production
- Production insurance
- 25 edited and color corrected final spots between :60 & :90 each delivered in h264 format
- 13x day of production (2 interviews per day)
- Raw files of all video footage captured and edited final pieces
- Travel | Transportation
- Hard drives

Not included:

- Talent Releases
- No VO
- Location Fees
- Wardrobe | Props
- No project archiving included

	Total Cost
100% Pass-through for Production Vendor	\$250,000.00



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **9**

to

Contract Number **071B6600070**

<b>CONTRACTOR</b>	Pace & Partners, Inc., dba Gud Marketing
	1223 Turner Street
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	CV0036125

<b>STATE</b>	<b>Program Manager</b>	Robin Lott	MULTI
		517-241-3301	
		lottr@Michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
2%10, Net 30 except pass through costs	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$8,148,900.68	\$24,196.12	\$8,173,096.80

**DESCRIPTION**

Effective June 29, 2018, this Contract is increased by \$24,196.12 for Department of Insurance and Financial Services (DIFS) Office of Consumer Services (OCS) for additional media placement on their current Statement of Work, per attached Change Notice 9, Attachment 1.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.



## Change Notice 9, Attachment 1

Contract No. 071B6600070

The following attachment incorporates additional media placement for Department of Insurance and Financial Services (DIFS) - Office of Consumer Services.

### **Project Goal**

- Increase of complaint submissions in 2018
- General introduction of multiple DIFS services

### **Communications Strategy**

- Build overall awareness of DIFS as a trusted resource helping Michigan residents resolve insurance and finance issues
- Encourage complaint submission for personal insurance and finance issues
- Optimize customer experience with DIFS through integration of digital, social and website

### **Media Strategy**

- Optimize target-specific tactics in market broad awareness
- Establish credibility and build awareness
  - Broad audience reach; maximum impressions

### **Audience**

- Michigan consumers; adults 18+

**Investment:** \$24,000

**Media Placement:** Michigan Association of Broadcasters (MAB) radio partnership

- **Partnership:** Minimum of 2,760 spots to air across 147 network and public radio stations
  - 50 percent during a.m./p.m. drive time
- **Timing:** Aug. 1, 2018- Aug. 31, 2018
- **Reach:** 9,878,861
- **Value added:** Guaranteed two-to-one match of investment, interview coordination by request, web page for DIFS on the MAB Community Service website

**Deliverables:** Due 6/29

- 30-second radio spot (production available through MAB)
- 20-second live read script to air on select public broadcast stations
- List of desired stations for interview coordination

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
TED	Denise Flannery	(517) 373-4238	flanneryd1@michigan.gov
DEQ	Carrie Geyer	(517) 284-5182	geyerc1@michigan.gov
DEQ	Tiffany Brown	(517) 242-1376	brownt22@michigan.gov
DIFS	Darcie Payne	(517) 284-8674	payned3@michigan.gov
TREA	Chad Somerville	(517) 373-1620	somervillec@michigan.gov
TREA	Raymond (Scott) DeVarone	(517) 373-1261	devaronar@michigan.gov



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **8**

to

Contract Number **071B6600070**

<b>CONTRACTOR</b>	Pace & Partners, Inc., dba Gud Marketing
	1223 Turner Street
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	CV0036125

<b>STATE</b>	<b>Program Manager</b>	Robin Lott	MULTI
		517-241-3301	
		lottr@Michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

<b>MET MARKETING &amp; ADVERTISING SERVICES</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
2%10, Net 30 except pass through costs		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,148,900.68	\$2,000,000.00	\$8,148,900.68		

**DESCRIPTION**

Effective May 9, 2018, this Contract is hereby increased by \$2,000,000.00 for Department of Environmental Quality (DEQ) and their attached Statement of Work (SOW) for the Statewide Recycling Education & Engagement Initiative program area is incorporated.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on May 8, 2018.

Contract No. 071B6600070

**STATE OF MICHIGAN**

Marketing and Advertising Services – Department of Environmental Quality

**Schedule A**

**STATEMENT OF WORK  
CONTRACT ACTIVITIES**

This amendment is to add a program area to DEQ's Statement of Work (SOW).

The estimated budget is \$2,000,000.00 for this program area. This value is set at \$2,000,000.00 to accommodate potential future appropriations for the remaining term of the Contract which is valid through April 7, 2019.

**1) The following program area and language is hereby added to Schedule A, Background Section:**

C. Statewide Recycling Education & Engagement Initiative

DEQ has an immediate need for marketing and advertising services to help support the Recycling Education and Engagement Plan. A successful recycling system in Michigan stems from an informed and engaged citizen network. Consistent and persistent education is one of the most important steps toward achieving the recycling goals established by Governor Snyder.

The Statewide Recycling Education & Engagement Initiative will increase the quantity and quality of material that is currently being recycled in residential areas, businesses, and schools. By educating residents and businesses why and how to recycle where they live, work, and play, the quantity and quality of recyclables collected will stimulate economic growth by providing valuable commodities to new and existing Michigan-based businesses.

**2) The Program Manager for the Statewide Recycling Education & Engagement Initiative is Tiffany Brown; Phone (517) 242-1376; Email: brownt22@michigan.gov**

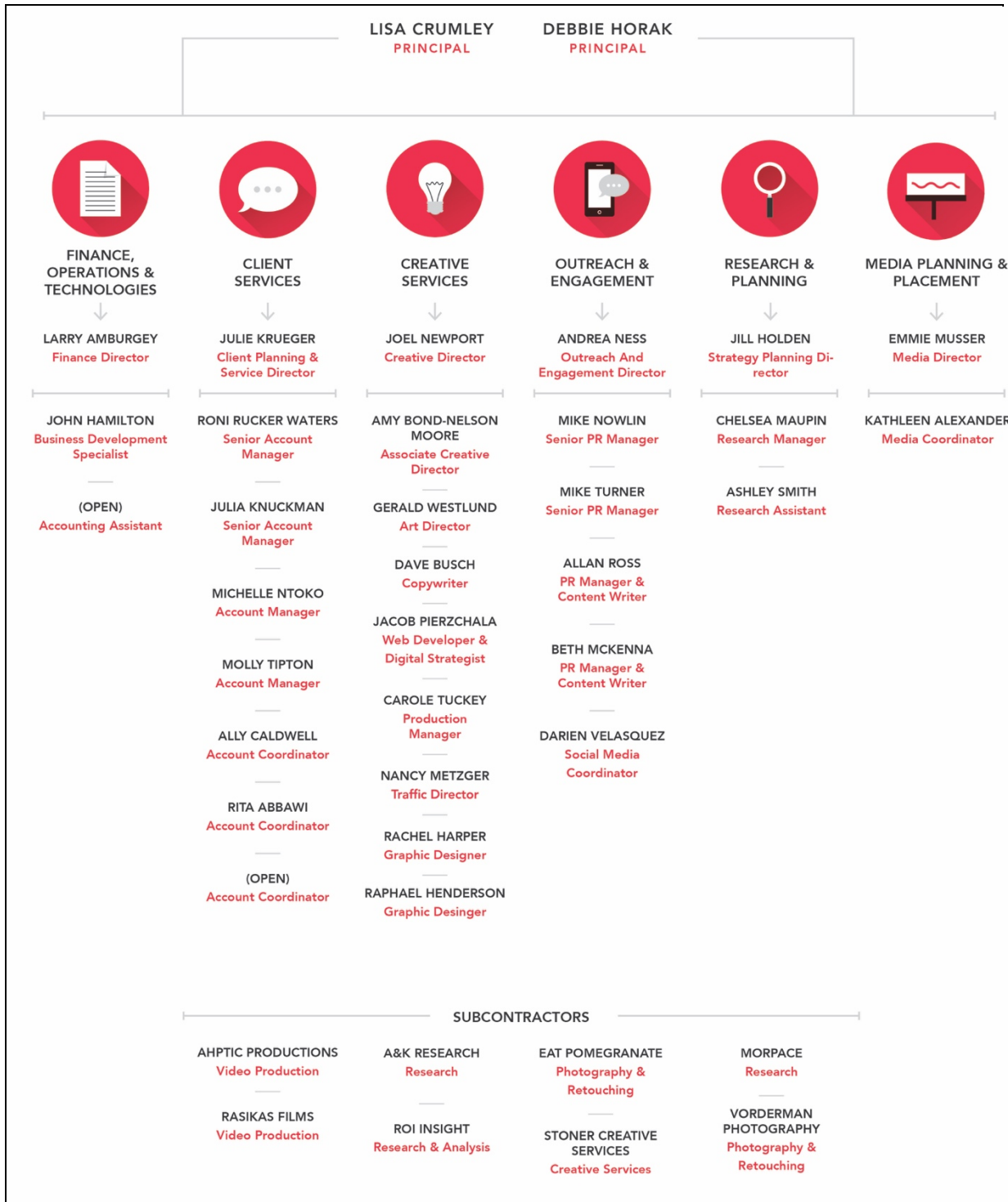
**3.3. KEY PERSONNEL**

Original Contract requirements for this Section apply.

Name	Title	Detailed Roles and Responsibilities
Molly Tipton <i>10 years industry experience</i>	New - Account Manager	<ul style="list-style-type: none"><li>• Primary day-to-day interface between DEQ and the Contractor</li><li>• Develop yearly marketing plans/ recommendations</li><li>• Lead project manager, supervising all DEQ recycling projects and aligning agency resources to meet client needs</li><li>• Develop and give presentations and reports as needed by DEQ and described in this proposal</li></ul>

**3.3. ORGANIZATIONAL CHART**

Original Contract requirements for this Section apply.



**3.4. DISCLOSURE OF SUBCONTRACTORS**  
Original Contract requirements for this Section apply.

**4.2. PROJECT PLAN**  
Contractor's Draft Project Plan:

Project Plan for DEQ MREP	Resources and Staff	Timeline
<b>Launch meeting</b> (within 15 days of contract award) to identify and clarify all business and marketing goals, define success, exchange relevant information, discuss timing requirements and evaluation metrics	Account Manager Director of Strategy Director of Media	Weeks 1-2
<b>Develop detailed work plan/critical path development</b> schedule for the Statewide Recycling Education & Engagement Initiative (requires DEQ approval)	Account Manager Traffic Manager Team as needed	Week 3
<b>Develop Marketing Strategy</b>		
<b>Background and materials audit</b> , including audit of all existing materials as available	Account Manager Research Manager Director of Outreach and Engagement	Weeks 3-4
<b>Conduct secondary research</b> Current best practices in the category – from other states, other programs, and so on. <ul style="list-style-type: none"> <li>The competitive landscape</li> <li>Secondary data that help define and deepen our understanding of the target audience groups, their motivations and perceptions and their media habits</li> </ul>	Research Manager	Weeks 3-4
<b>Conduct primary exploratory research</b>	Director of Strategy Account Manager Research Manager	Weeks 4-5
<ul style="list-style-type: none"> <li>Define/confirm research goals and objectives (requires program manager approval)</li> </ul>	Account Manager Research Manager	Week 5
<ul style="list-style-type: none"> <li>Outline information needs/requirements (requires program manager approval)</li> </ul>	Account Manager Research Manager	Weeks 5-6
<ul style="list-style-type: none"> <li>Determine recommended methodology (requires program manager approval)</li> </ul>	Account Manager Research Manager	Weeks 5-6
<ul style="list-style-type: none"> <li>Define sample requirements (requires program manager approval)</li> </ul>	Account Manager Research Manager	Weeks 5-6
<ul style="list-style-type: none"> <li>Develop research schedule/timeline (requires program manager approval)</li> </ul>	Account Manager Research Manager	Weeks 5-6
<ul style="list-style-type: none"> <li>Identify field partner (requires program manager approval)</li> </ul>	Research Manager	Weeks 5-6
<ul style="list-style-type: none"> <li>Develop respondent screeners (requires program manager approval)</li> </ul>	Research Manager	Weeks 6-7
<ul style="list-style-type: none"> <li>Develop questionnaire/moderator guide (requires program manager approval)</li> </ul>	Account Manager Research Manager	Weeks 6-7
<ul style="list-style-type: none"> <li>Program survey (survey only)</li> </ul>	Research Manager	Weeks 8-9

• Recruit focus group participants (focus groups only)	Subcontractor	
• Pretest survey (survey only) (requires program manager participation)	Research Manager Account Manager Güd Marketing team	Week 9
• Execute/field the research	Research Manager Subcontractor	Weeks 10-14
• Analyze results	Research Manager	Weeks 14-15
• Draft report of research findings and implications (requires program manager participation)	Research Manager	Weeks 15-16
Presentation to program manager and staff with all findings to date	Account Manager Research Manager Director of Strategy	Week 17
<b>Develop creative and strategy brief</b>	Director of Strategy Account Manager	Week 18
Program manager review and approval of creative/strategy brief	Account Manager	Week 19
<b>Develop marketing strategy; will include:</b> <ul style="list-style-type: none"> <li>• Goals and objectives</li> <li>• Target audience definition</li> <li>• Key messages</li> <li>• Recommended strategies and tactics</li> <li>• High-level media recommendations</li> <li>• Recommended metrics for campaign evaluation</li> </ul>	Account Manager Director of Strategy Media Director Creative Director PR and Engagement Director	Weeks 19-22
Presentation of marketing strategy for program manager to review and approve	Account Manager Director of Strategy	Week 22
<b>Develop Media Plan</b>		
<b>Audience-specific media research;</b> for example, research tools include Mediamark Research Inc. (MRI), Rhiza for Media, Spectrum Reach, comScore and Nielsen	Media Director Media Coordinator	Week 19
<b>Engage media partners</b> to determine opportunities	Media Director	Weeks 19-22
<b>Review and assess media proposals/opportunities</b>	Media Director Media Coordinator	Weeks 21-22
<b>Create digital strategy</b>	Media Director	Weeks 21-22
<b>Create media plan</b> (requires program manager approval) – this will be presented with the marketing strategy	Media Director Director of Strategy Account Manager	Weeks 21-22
<b>Develop Public Relations Plan</b>		
Participate in overall launch meeting or hold separate PR launch meeting if appropriate	Sr. PR/Policy Manager Account Manager	Week 1-2

Research and audit existing PR assets and opportunities	Sr. PR/Policy Manager	Week 19
Develop PR plan as a component of marketing strategy, or specific PR plan as appropriate	Sr. PR/Policy Manager Director of Strategy Account Manager	Weeks 19-22
Submit PR plan for program manager review and approval	Sr. PR/Policy Manager Account Manager	Week 22
<b>Develop Social Media Plan</b>		
Participate in overall launch meeting or hold separate launch meeting if appropriate	Account Manager Social/Content Director	Weeks 1-2
Determine success and reporting metrics for social media	Social/Content Director	Week 19
Audit industry best practices for the category	Social/Content Director Research Manager	Week 19
Audit DEQ programs' current assets and online audiences as available	Account Manager Social/Content Director	Week 19
Audit potential competitors' online performance and current campaigns	Social/Content Director	Week 19
Develop plan, calendar and budget as part of marketing strategy and plan (requires program manager approval)	Social/Content Director Account Manager	Weeks 19-22
<b>Implementation</b>		
<b>Negotiate and Place Paid Media</b>		
<ul style="list-style-type: none"> <li>Negotiate individual media placements, requiring multiple rounds of negotiation with each media vendor as needed, to gain the best value for DEQ programs</li> </ul>	Media Director Media Coordinator	TBD
<ul style="list-style-type: none"> <li>Negotiate value-added and bonus placements</li> </ul>	Media Director Media Coordinator	TBD
<ul style="list-style-type: none"> <li>At the completion of negotiations, signed insertion orders dispatched to media vendors</li> </ul>	Media Director Media Coordinator	TBD
<ul style="list-style-type: none"> <li>Detailed final negotiated media schedule provided to DEQ program manager with spot schedules, impressions, discount/bonus value, timing; this step officially "places" the buy</li> </ul>	Media Director Media Coordinator	TBD
<ul style="list-style-type: none"> <li>Ongoing contact with all media vendors to ensure schedules run as ordered; validate the buy using such things as screenshots, tear sheets, affidavits, spot checks, photo sheets, air checks, analytics reports and so on</li> </ul>	Media Director Media Coordinator	Ongoing



<ul style="list-style-type: none"> <li>Ongoing monitoring of media performance and corresponding reports provided to DEQ program manager, as well as restitution required from the media outlet</li> </ul>	Media Director Media Coordinator	Ongoing
<ul style="list-style-type: none"> <li>Evaluation of vendor invoices against the buy before authorizing for payment</li> </ul>	Media Director Media Coordinator	Monthly
<ul style="list-style-type: none"> <li>Post actual ratings against projections</li> </ul>	Media Director Media Coordinator	Ongoing and final at conclusion of buy
<ul style="list-style-type: none"> <li>Negotiate make-goods to ensure full value received</li> </ul>	Media Director Media Coordinator	At conclusion of buy
<ul style="list-style-type: none"> <li>Conduct post-buy analysis that includes in-depth analysis of all media vehicles, effectiveness of media buys in terms of cost, reach, frequency, message dispersion, etc.</li> </ul>	Media Director Media Coordinator	Immediately at conclusion of buy
<ul style="list-style-type: none"> <li>Final report of media buy effectiveness (base weight plus bonus) delivered to program manager</li> </ul>	Media Director Media Coordinator Account Manager	No later than 60 days after conclusion of the buy
<b>Social Media Engagement</b>	Social/Content Director Media Coordinator	TBD
<ul style="list-style-type: none"> <li>Ongoing negotiation of value-added opportunities</li> </ul>	Media Director	Ongoing
<ul style="list-style-type: none"> <li>Ongoing monitoring and optimization of campaign while in market (requires program manager approvals)</li> </ul>	Social/Content Director Media Coordinator Account Manager	Weekly
<ul style="list-style-type: none"> <li>Ongoing management and response if needed (requires program manager participation)</li> </ul>	Account Manager Social/Content Director	Ongoing
<ul style="list-style-type: none"> <li>Ongoing reporting during campaign implementation</li> </ul>	Account Manager	Monthly
<ul style="list-style-type: none"> <li>Development and reporting of final campaign results</li> </ul>	Social/Content Director	At campaign conclusion
<b>Press Events</b>		
<ul style="list-style-type: none"> <li>Kickoff and preparation</li> </ul>	Sr. PR/Policy Manager Account Manager	TBD
<ul style="list-style-type: none"> <li>Plan for media event logistics</li> </ul>	Sr. PR/Policy Manager Account Manager	TBD
<ul style="list-style-type: none"> <li>Develop press kit <ul style="list-style-type: none"> <li>Draft press release</li> </ul> </li> </ul>	Sr. PR/Policy Manager PR Manager	TBD

○ Draft talking points, backgrounders, FAQ, etc.		
• Create graphics, photos and other assets	Art Director	TBD
• Develop corresponding digital (web) support	Sr. PR/Policy Manager Creative team	TBD
• Submit press kit for program manager review and approval	Account Manager Sr. PR/Policy Manager	TBD
• Incorporate feedback and finalize press materials	Sr. PR/Policy Manager	TBD
• Distribute press releases and/or invitations	PR Manager	TBD
• Produce collateral	Creative team Sr. PR/Policy Manager Account Manager	TBD
• Make media calls and pitches to confirm attendance and coverage	PR Specialist	TBD
• Work with spokesperson to prepare/rehearse as needed	Sr. PR/Policy Manager	TBD
• Set up event	Account Manager PR Manager Sr. PR/Policy Manager Production Manager	TBD
• Staff event, providing media management, and so on	Account Manager PR Manager Sr. PR/Policy Manager	TBD
• Clean up event site	Account Manager PR Specialist	TBD
• Monitor media coverage of event	PR Manager Sr. PR/Policy Manager	TBD
• Prepare report of results	PR Manager Sr. PR/Policy Manager	TBD
• Submit results to DEQ	Account Manager	TBD
<b>Produce Media Materials (Print, Collateral, Digital, Outdoor)</b>		
• Final work plan and schedule for campaign deliverables presented for each program (based on approved strategy, media recommendations and creative concept direction) (requires program manager approval)	Account Manager Traffic Manager Production Manager	Week 23

	Media Coordinator	
<ul style="list-style-type: none"> <li>Account manager launches internal team</li> </ul>	Account Manager Creative team Traffic Manager	Week 23
<ul style="list-style-type: none"> <li>Ongoing management of team to ensure deadlines are met</li> </ul>	Account Manager Traffic Manager	Ongoing
<ul style="list-style-type: none"> <li>Internal routing of creative deliverables</li> </ul>	Account Manager Traffic Manager	Ongoing
<ul style="list-style-type: none"> <li>Presentation of final creative deliverables to client for approval (requires program manager approval)</li> </ul>	Account Manager Creative Director	TBD
<ul style="list-style-type: none"> <li>Client-requested changes/refinements are made</li> </ul>	Account Manager Creative team	TBD
<ul style="list-style-type: none"> <li>Final route and proof prior to client review</li> </ul>	Traffic Manager Account Manager	TBD
<ul style="list-style-type: none"> <li>Final deliverables resubmitted to DEQ for final approval</li> </ul>	Account Manager	TBD
<ul style="list-style-type: none"> <li>Approved deliverables are trafficked to the appropriate media source</li> </ul>	Traffic Manager	TBD
<b>Produce Media Materials (Television, Radio, Video)</b>		
<ul style="list-style-type: none"> <li>Final work plan and production/shooting schedule for campaign deliverables presented for each program (based on approved strategy, media recommendations and creative concept direction) (requires program manager approval)</li> </ul>	Account Manager Production Manager Creative Director Traffic Manager	Week 23
<ul style="list-style-type: none"> <li>Account manager launches internal team</li> </ul>	Account Manager Creative team	Week 23
<ul style="list-style-type: none"> <li>Ongoing management of team to ensure deadlines are met</li> </ul>	Account Manager Traffic Manager	Ongoing
<ul style="list-style-type: none"> <li>Kickoff meeting with production team</li> </ul>	Account Manager Creative team	Week 23
<ul style="list-style-type: none"> <li>Develop script (requires program manager approval)</li> </ul>	Creative Director	Week 24
<ul style="list-style-type: none"> <li>Solicit production bids (program manager involvement/approval as desired)</li> </ul>	Production Manager	Week 25
<ul style="list-style-type: none"> <li>Develop storyboards, locations, props (program manager involvement/approval as desired)</li> </ul>	Creative team	Weeks 25-27
<ul style="list-style-type: none"> <li>Casting, SFX, music selections (program manager involvement/approval as desired)</li> </ul>	Creative Director Production Manager	TBD
<ul style="list-style-type: none"> <li>Final script/copy (requires program manager approval)</li> </ul>	Creative Director Account Manager	TBD

<ul style="list-style-type: none"> <li>• Production recording (program manager participation invited)</li> </ul>	Creative Director Account Manager Creative team Subcontractor	TBD
<ul style="list-style-type: none"> <li>• Post-production edit</li> </ul>	Creative Director Account Manager Subcontractor	TBD
<ul style="list-style-type: none"> <li>• Initial program manager review and approval of rough cut and other creative deliverables</li> </ul>	Creative Director Account Manager	TBD
<ul style="list-style-type: none"> <li>• Client-requested changes/refinements made</li> </ul>	Creative Director Account Manager	TBD
<ul style="list-style-type: none"> <li>• Second-round edits (for program manager review and approval)</li> </ul>	Creative Director Subcontractor	TBD
<ul style="list-style-type: none"> <li>• Client-requested changes/refinements made</li> </ul>	Creative Director Account Manager	TBD
<ul style="list-style-type: none"> <li>• Final deliverables resubmitted to DEQ for final approval</li> </ul>	Creative Director Account Manager	TBD
<ul style="list-style-type: none"> <li>• Approved deliverables are shipped/trafficked to the appropriate media source with instructions in time to meet program deadlines</li> </ul>	Traffic Manager Media Coordinator	TBD
<b>Project Management</b>		
Ongoing project management	Account Manager	Ongoing
Ongoing reporting	Account Manager Media Director Sr. PR/Policy Manager Social/Content Director	Ongoing
Attendance at client meetings	Account Manager <i>(Others as needed/directed by Account Manager)</i>	As required
Presentations as needed <i>(Note: Presenters TBD depending on subject matter to be covered)</i>	Account Manager Media Director Sr. PR/Policy Manager Social/Content Director Director of Strategy Research Manager Creative Director Agency Principals	As required

**5) All other terms/conditions of the Contract and DEQ's original SOW remain unchanged.**

## STATE OF MICHIGAN

### Marketing and Advertising Services – Department of Environmental Quality

#### SCHEDULE B PRICING

1. Reserved.
2. Reserved.
3. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
4. Quick Payment Terms of Original Contract Apply: 2% 10 Net 30 except pass-through costs.
5. Reserved.
6. The State can only commit funds in the fiscal year they are available; commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations.
7. All subcontracted work must be passed through at "cost" and include no mark-up of any kind: The State will not accept fees or commissions from subcontractors and suppliers, these Contractors shall be at a non-commissioned rate, no mark up. The Contractor must pass on all reductions in costs from subcontractors and suppliers.

**A. Pricing will be part fixed (Account Management), variable (Creative and Production) and commission percentage (Media Placement) based Pricing as approved in the Project Plan per Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment as follows:**

The estimated budget is currently \$2,000,000.00 from 5/9/18 to 4/7/19. The Contractor is paid per approved project (see Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment), not as a flat percentage of the total budget estimate.

1. Account Management Services

- A fixed annual price will be used to compensate the Contractor for all Account Management services. The price is expected to compensate the Contractor for all Account Management services related to the project as identified in:
  - Schedule A Section 1. A Communications/Marketing
  - Schedule A Section 1.B Market Research
  - Schedule A Section 1.G Implementation
  - Schedule A Section 1.H Additional Services
  - Schedule A Section 4. Project Management/Project Plan
  - All overhead and expenses of the Contractor must be included in the fixed annual price (prorated on monthly invoices).

2. Creative and Production Services

- A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative and Production services. The price is expected to compensate the Contractor for all Creative and Production services related to the project as identified in:
  - Schedule A Section 1.E Creative
  - Schedule A Section 1.F Production.
- Blended hourly rate is defined as the Not-To-Exceed hourly amount that will be paid to the Contractor for Creative and Production deliverables based on approved Project Plan.
- All overhead expenses of the Contractor must be included in the variable price.

3. Media Placement Agency Fee

- A commission percentage will be used to compensate the Contractor for all Media Placement services as identified in:
  - Schedule A Section 1.C Media
  - Schedule A Section 1.D Traffic
- The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media, on each project.

4. Pricing Table

Deliverable	Price
1. Account Management Services – Fixed Term Price (5/9/18-4/7/19)	\$140,000 (Including primary research)
2. Creative and Production Services – Variable Blended Hourly Rate	\$125
3. Media Placement Agency Fee – Commission Percentage	7%
<b>Program Area Budget</b>	<b>\$2,000,000.00</b>

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
TED	Denise Flannery	(517) 373-4238	flanneryd1@michigan.gov
DEQ	Carrie Geyer	(517) 284-5182	geyerc1@michigan.gov
DEQ	Tiffany Brown	(517) 242-1376	brownt22@michigan.gov
DIFS	Darcie Payne	(517) 284-8674	payned3@michigan.gov
TREA	Chad Somerville	(517) 373-1620	somervillec@michigan.gov
TREA	Raymond (Scott) DeVarona	(517) 373-1261	devaronar@michigan.gov





**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **7**

to

Contract Number **071B6600070**

<b>CONTRACTOR</b>	Pace & Partners, Inc., dba Gud Marketing
	1223 Turner Street
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	*****6524

<b>STATE</b>	<b>Program Manager</b>	Robin Lott	MULTI
		517-241-3301	
		lottr@Michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 284-7021	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

<b>MET MARKETING &amp; ADVERTISING SERVICES</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
2%10, Net 30 except pass through costs		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$5,398,900.68	\$750,000.00	\$6,148,900.68		

**DESCRIPTION**

Effective February 28, 2018, this Contract is hereby increased by \$750,000.00 for Department of Treasury (Treasury) and their attached Statement of Work (SOW) for the Student Financial Service Bureau (SFSB) and the MiABLE and MI Student Aid programs is incorporated.

All other terms, conditions, specifications and pricing remain the same. Per vendor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on February 6, 2018.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	lottr@michigan.gov
TED	Denise Flannery	(517) 373-4238	flanneryd1@michigan.gov
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DEQ	Tiffany Brown	(517) 242-1376	brownt22@michigan.gov
DIFS	Darcie Payne	(517) 284-8674	payned3@michigan.gov
TREA	Chad Somerville	(517) 373-1620	somervillec@michigan.gov
TREA	Raymond (Scott) DeVarona	(517) 373-1261	devaronar@michigan.gov

**STATE OF MICHIGAN**  
Marketing and Advertising Services – Treasury  
**SCHEDULE A**  
**STATEMENT OF WORK**  
**CONTRACT ACTIVITIES**

**PROJECT REQUEST**

This is a Contract Change Request to amend the Contract to cover marketing and advertising needs and programs department-wide for Treasury.

The budget of \$750,000.00 is specifically for Treasury's Student Financial Service Bureau (SFSB) and their two programs: MiABLE and MI Student Aid. This budget is for the remaining term of the Contract which is valid through April 7, 2019.

**All other terms/conditions of the Contract remain unchanged.**

**BACKGROUND**

MI Student Aid and MiABLE have an immediate need for marketing and advertising services to help assist in developing and implementing internal and external communications as well as performing public relations activities for the MI Student Aid and MiABLE program(s). These activities should increase awareness of MI Student Aid and MiABLE, increasing participation in State programs and MiABLE enrollment while promoting the many programs benefits.

Media/Advertising usually occurs as follows:

- October 1 - FAFSA Deadline
- November/December to end of the tax year contributions and for gift-giving
- January/February for new year contributions
- March 1 - State Deadline
- June/July - Preventing "Summer Melt"
- College Decision Day

Program areas may be added or removed as need/funding arise. Current program areas include:

**A. Mi Student Aid Outreach Program - SFSB**

Target Audience:

- Middle and High School students
- HS Counselors
- Parents
- Community organizations
- College access and financial aid professionals.

Program Summary:

MI Student Aid Outreach program is actively engaged in reaching out to students and families, high school counselors, community organizations, and college access and financial aid professionals. MI Student Aid Outreach services make college accessible, affordable and achievable. The MI Student Aid works to educate students and families about:

- Eligibility for federal and state programs
- Strategies to minimize loan debt
- Financial literacy
- Scholarship searches
- Financial aid application and college enrollment process

Current status: SFSB is in need of Media Placement Services for this Program. SFSB is requesting Public Relations Services, as needed.

The Program Manager for this program area will be: Chad Somerville

## **B. MiABLE Program - SFSB**

### Target Audience:

- Parents with disabled children
- Adults with disabilities
- The general public

### Program Summary:

MiABLE is a 529A savings plan that allows certain disabled individuals and their families the ability to save and invest funds to maintain health, independence, and quality of life. Qualified Disability Expenses (QDE) include costs related to:

- education;
- housing;
- transportation;
- employment training and support;
- assistive technology and personal support services;
- health; prevention and wellness;
- financial management and administrative services;
- legal fees; expenses for oversight and monitoring;
- funeral and burial expenses;

### Current status:

SFSB is in need of Marketing Strategy, Creative, and Media Services for this Program. SFSB is also requesting public relations services, as needed.

The Program Manager for this program area will be: Raymond (Scott) DeVarona

### **Additional Services (As-Needed)**

Other Services may be requested, as needed during the Contract period. Other Services will be priced per project; using the rates established in Schedule B, Pricing. The Contractor must provide the following services when requested by the Treasury Program Manager:

1. Email Design Services
2. Media Planning
3. Creative Planning
4. Direct Mail Services

### **Out of Scope**

1. Movie theater advertising.
2. Marketing/Promotional items.
3. All sports venues and or events.

### **Contractor's Plan:**

1. The Contractor will actively manage workload and Contractor resources to ensure that each of the State Agencies on the Contract receive incomparable service and responsiveness.
  - a) The MiABLE and MI Student Aid programs will have a specific account manager assigned to manage day-to-day work and projects. The Contractor will carefully monitor each account manager's load to make sure that each State Agency can be serviced appropriately.

- b) The Contractor will carefully manage all agency resources, and as work and deliverables expand, so does the staff to support the work.
  - c) The Contractor's full-time traffic manager will work closely with all account managers and creative staff to ensure that deadlines and deliverables are known and met. The traffic manager will interface with all media to ensure that media deliverables and deadlines are met.
  - d) The Contractor's senior staff will be involved in the work requested by Treasury and will provide direction, guidance and quality assurance for the strategic and creative work completed on behalf of these two programs.
  - e) The Contractor's full-time production manager will play a key role in quality assurance for the production of every deliverable.
  - f) Contractor principals will be involved and available to staff and clients 24/7 if needed.
2. For Treasury (MiABLE and MI Student Aid) program, the Contractor will ensure an outstanding level of customer service by:
- a) Assigning a specific account manager to be responsible for all agency efforts on behalf of MiABLE and MI Student Aid (see staffing chart in Section 3.).
  - b) Continuing to use the Contractor's proven systems for managing work and deliverables (Contractor management system, on-the-ground traffic management, quality assurance and active production management).
  - c) Regularly checking in with each of the Program Managers to ensure that all needs are being met.

## 1. REQUIREMENTS

### A. Communications/Marketing:

#### 1. **Develop a Marketing Strategy for all programs identified in the Background Section of this SOW and any new Programs that come about through the Contract term.**

##### Contractor's Plan:

The following steps outline how the Contractor's approach applies to developing a marketing strategy for each of the programs addressed by this Contract.

1. Launch. The Contractor will facilitate formal launch meetings with each of the program areas. These meetings will provide the opportunity to:
  - a. Identify and clarify all business and marketing goals and objectives for the campaign periods, along with the opportunity to discuss longer-term goals if they are relevant).
  - b. Share or exchange relevant information such as background, past marketing campaigns and metrics; survey data; qualitative findings (for example, focus group findings, interview findings); brand standards; compliance guidelines; etc.
  - c. Discuss timing requirements, milestones and deadlines.
  - d. Discuss logistics, review and approval requirements, preferred methods of communication and so on.

##### DELIVERABLES:

- *Conference report of each of the meetings, including all agreements made.*
  - *Detailed work plans for agreed-upon projects.*
2. Background and materials audit. The Contractor will assign a small team to review all important background information for each program, as well as the website and other marketing and enrollment materials, including existing campaigns and campaign performance reports.

DELIVERABLE:

- *Brief summary of findings emphasizing potential implications or action items for future campaigns and campaign strategy.*
3. Secondary research. The Contractor will conduct secondary research to catalog the Contractor's existing knowledge and the experience gained from work in related programs and areas to determine whether the Contractor has new information or findings that would inform these campaigns.

The Contractor will then conduct secondary research to add to and update our existing knowledge as well as to identify and assess:

- a. Current best practices in the category from other states, other programs, etc.
- b. The competitive landscape.
- c. Secondary data that helps define and deepen the understanding of the target audience groups, their motivations and perceptions, and their media habits. Potential sources include PRIZM and other omnibus surveys and resources.
- d. Marketing and advertising programs of leaders in the category and/or other financial category leaders.

DELIVERABLES:

- *Brief summary of findings emphasizing potential implications or action items for future campaigns and campaign strategy.*
  - *A Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis that combines all the findings from steps 2 and 3.*
4. Optional primary research (if recommended by the Contractor and approved by MiABLE and/or MI Student Aid program managers). The Contractor will conduct primary research depending on the results of steps 1, 2 and 3 above. The Contractor will likely recommend primary research if there are significant gaps in knowledge and understanding. Depending on the information needed, the Contractor will recommend either quantitative (survey) or qualitative (interviews or focus groups) research or both to provide needed inputs into campaign strategy.

DELIVERABLES:

- *Brief summary of findings emphasizing potential implications or action items for future campaigns and campaign strategy.*
  - *SWOT analysis that combines all the findings from steps 2, 3 and 4 (replaces the SWOT in step 3).*
  - *Presentation of all work to this point for each program's core team and others as appropriate. Presentation will summarize key findings and implications from the Discovery and Insights phase of our work and provide an opportunity for program staff to respond and provide input for the next phase – strategy development.*
5. Develop creative and strategy brief. The Contractor will consolidate and summarize all the findings in the initial exploratory and research steps into a creative and strategy brief for review and approval by the Program Manager. The brief will include relevant insights from the audit and secondary and primary research that are critical to the development of marketing strategy for the

campaign periods. Similarities and differences between target audience groups, their motivations, potential calls to action and other findings that provide for a deep understanding of our audience groups and their relationship to the programs will be detailed.

DELIVERABLE:

- *Creative and strategy brief documents for discussion, review and approval that include detailed customer profiles and critical information that will guide the Contractor as it begins its work of developing impactful and efficient strategies for reaching the target audiences.*
6. Develop marketing strategy per the brief. The Contractor will convene its core strategic team (director of strategy, creative director, director of content and social media, account manager) and other Contractor resources as necessary to develop the recommended marketing strategy for each program for review by and approval of the program managers. Each marketing strategy will address such points as:
- e. Goals and objectives
  - f. Target audience definition and motivations presented in a way that explains the audience's current beliefs and perceptions, and what the Contractor wants them to understand, know and believe
  - g. The key messages for each target audience group that will help them shift their current beliefs and perceptions to the desired state of knowledge and beliefs
  - h. Recommended strategies and tactics with accompanying calendar and budget
  - i. High-level media recommendations
  - j. Recommended metrics for campaign evaluation

Marketing strategy will be led by the Contractor's in-house research, planning and strategy group, and is developed with a strong foundation in research and fact-finding. The team will work collaboratively and independently in brainstorming and vetting ideas, which are will be evaluated and built into a strategy document for presentation, discussion, review and approval by each of the Program Managers. The work done in the Discovery and Insights phase (audit, secondary research and primary research) and then consolidated into the strategy brief will provide the criteria by which the strategic ideas are assessed. The proposed strategy will be routed through and reviewed by multiple Contractor staff to assure it provides the best possible recommendations.

DELIVERABLE:

- *Marketing strategy document for each program that details the Contractor's recommendations for target audience groups, high-impact key messages that will resonate with the target audience groups, strategies and tactics to reach them, and a corresponding calendar and budget recommendation and evaluation metrics.*
2. **Defining Success: The Contractor must begin with defining and fully understanding the objectives of each campaign and articulating what success will look like for Treasury program goals. This step is focused on defining quantifiable goals and KPI's that will be measured. Discussion includes:**
- a. **Business modeling: The Contractor will ensure that they fully understand Treasury's objectives.**
  - b. **Defining behaviors, KPI's, and metrics the Contractor will track against the campaign goals and objectives.**

- c. **Determining data source or analytics system that will be the source of truth for these metrics.**
- d. **Identifying what can be measured beyond traditional conversion events like registrations.**

Outcomes will be discussed and determined collectively at the project launch meetings.

## **B. Media**

1. **The Contractor is responsible for developing a Media Plan for all individual media campaigns and their appropriate target audiences, messages, message strategies, and communication vehicles that help meet stated objectives. The Media Plan must include an initial timeline specific to the media planning process which will include relevant due dates for milestones including Treasury's deliverables, assets, approvals, finalized pricing, securing media, campaign trafficking & execution, and go live. The Contractor must update this plan and provide to the Program Manager as they require it throughout the remaining Contract term.**

### Contractor's Plan:

1. In conjunction with the comprehensive plan outlining the major programs and initiatives for the year, the Contractor will present an annual media plan. This plan will detail how, where and when each targeted campaign will reach its target audience(s).
2. The Contractor will recommend, in detail, which media vehicles should be used, and in what proportion and priority, to reach audience groups, once media habits are identified and defined.
3. Geographic priority and recommendations are data-driven. When the primary audience is determined solely by demographic information (age, gender, etc.), the Contractor research census data to determine population saturation. This information will be shared with the Treasury program managers alongside the Contractor's recommendation for geographic priority.
4. The Contractor will leverage key themes and findings from creative testing to build effective messages for our audiences, and update the media plan accordingly as primary research helps outline new appropriate media vehicles and innovative partnerships to reach these audiences.
5. The Contractor's approach to research includes the following steps:
  - a. **LAUNCH.** The media team is launched from the approved campaign and oriented to the emerging strategic thinking and recommendations, target audience definition, media budget parameters, and any additional background that will inform the media plan and schedule.
  - b. **AUDIENCE-SPECIFIC MEDIA RESEARCH.** The Contractor has access to the industry's leading audience insight and media consumption tools. Research tools include Mediamark Research Inc. (MRI), Rhiza for Media, Spectrum Reach, comScore and Nielsen. Each tool helps the Contractor further define characteristics of target audience groups. They share declared data (i.e., demographic and geographic) and behavioral data (i.e., habits, values and beliefs). Key media will include a breakdown of media type, suggested publications, TV shows, radio stations, websites, etc., and frequency for each specific tactic. Additionally, behavioral data will be aligned to support recommendations for innovative partnerships and even billboard locations.
  - c. **INVOLVE MEDIA PARTNERS.** The Contractor will engage with media partners to determine the opportunities that best align with the marketing objectives. The Contractor will share research and campaign objectives with each partner.
  - d. **ASSESS MEDIA PROPOSALS.** The Contractor will review and assess media proposals as they are received, using evaluation and planning tools such as STRATA and SQAD. These tools are used pre- and post-buy.
    1. STRATA will be used to efficiently manage broadcast TV, cable TV, newspaper, radio and digital platforms, including Pandora. This program will collect, organize and report



- on all past and current campaign experience. Data from the Contractor's subscription to Nielsen uploads directly into STRATA, enabling the Contractor to compare actual ratings post-buy with projected ratings and negotiate additional media weight when applicable.
2. SQAD will provide spot TV, spot radio and Hispanic spot TV media cost data. The SQAD database will ensure the Contractor and Treasury transparency in the media marketplace. This data collection is derived from Nielsen and records of actual placed media. It dates back 16 rolling quarters for in-depth analysis of past rating trends. It also creates forecasting algorithms to help budget and plan up to four quarters into the future.
  3. SQAD TV data include all markets, 67 demographics, eight dayparts, three levels of costs, and actual purchased cost per points (CPPs) and cost per thousand impressions (CPMs) for the current quarter, plus projections for the next four quarters each month. This comprehensive set of data allows for complete and accurate post-buy comparisons. Data are reported in May (1Q), August (2Q), November (3Q) and February (4Q), and include all demos, dayparts and markets, as well as average, low and high CPPs.
  4. SQAD Radio has all markets, 38 demographics, seven dayparts, including weekends, three levels of costs, and CPPs and CPMs for actual purchased CPPs and CPMs for the current quarter, plus projections for the next four quarters each month.
- e. CREATE DIGITAL STRATEGY. The Contractor will utilize in-house digital strategists. Digital strategy will start with an audit of existing online platforms such as the campaign website, social media pages and search engine rankings. Next, the Contractor will carefully review competitors and identify key opportunities in the marketplace to most efficiently and strategically meet campaign needs. This will include a mix of organic recommendations such as website functionality and usability considerations, organic social and search engine optimization, and paid recommendations such as search engine marketing and digital display campaigns.
  - f. DEVELOP COMPREHENSIVE MEDIA PLAN. After evaluating all the media, the Contractor will develop a comprehensive plan that outlines recommendations for media strategies, paid media budget per tactic, flight dates, target audiences, messages, message strategies and communication tactics to meet the stated objectives.
  - g. REVIEW AND APPROVAL BY TREASURY PROGRAM MANAGERS. The Contractor will work closely with the program managers to present and explain the plan as needed in order to gain approval from the appropriate divisions or stakeholders, if appropriate. The Contractor will adjust, iterate or refine the plan as necessary in order to secure these approvals.
  - h. UPDATE PLAN AS NEEDED. The Contractor will update the annual media plans throughout the year as necessary to reflect any changes that impact the plan. The Contractor will ensure that an approved, up-to-date plan is available to the program managers at all times throughout the year.

**DELIVERABLE:**

- *A comprehensive annual media plan for each of the campaigns (MiABLE and MI Student Aid) outlining target audiences, messages, message strategies and communications vehicles, updated continuously throughout the year as needed, and accompanied by a time line and work plan that details all the milestones, deliverables and deadlines.*
2. **Once this Media Plan is reviewed and approved by the Program Manager, the Contractor will proceed with developing individual Media Buys based on the Media Plans. The Contractor is**

**required to submit these Media Buys to the Program Manager for review and approval. This must include:**

- a. Paid media budget**
- b. Target audience**
- c. Flight dates**
- d. Geography/media markets**
- e. Advertising vehicles (TV, cable, radio, etc. and rationale)**
- f. Media weight (gross rating point/GRP) levels and expenditures for each medium in each market**
- g. Provide in-depth evaluation of all media vehicles (radio, television, print, outdoor, digital, etc.) available to the Treasury throughout the State as requested by the Program Manager.**

Contractor's Plan:

1. Once the communication and media plan are approved, by Treasury, the Contractor will proceed to negotiate the details and place the buy.
  - a. For known programs, media budgets for each campaign will be predetermined by the Treasury program managers, or the Contractor will work closely together to determine the appropriate media allocation of the overall budget. The Contractor will use the overall budget to determine the best mix of media for the plan. The Contractor will show budget allocations to each media type as part of the overall plan. In the case of new or unanticipated programs, the Contractor will assist by counselling the Treasury on appropriate budget levels to meet campaign objectives.
  - b. All media proposals, including bonus and value added, will be evaluated as to how well they reach the target audience.
  - c. For known programs, flight dates will be set in accordance with the Treasury's goals and any seasonality considerations. The Contractor will apply deep understanding of the audiences, and campaign objectives and good media theory to recommend flight dates that will meet campaign goals.
  - d. Geographic market selection or priority will be based on research findings or other inputs that help to define key problem areas, program goals or other issues known to Treasury.
  - e. The plan will detail the Contractor's recommended use of advertising units which will be a balance of affordability and effectiveness.
  - f. Media weight and expenditures will be detailed in the plan using reach, frequency, CPP (cost per point), CPM (cost per thousand), total impressions and gross rating points (GRPs) in measured markets, and other metrics (e.g., estimated impressions) in non-measured markets, so that the Contractor, and Treasury, know exactly what will be bought in each market.
  - g. The Contractor's evaluation of the media schedule begins the first day of the first flight. The Contractor will track media performance daily, especially in the case of short flights with high visibility. Digital media are tweaked as needed while the flight is running. The Contractor will collaborate daily among creative, PR, social and paid media teams to learn from audience insights and optimize at every possible opportunity. Comprehensive reports that detail the exact performance of all media types relative to the buy will be developed.
2. Brief Step-by-Step Overview: The actions taken to negotiate and place the buy include the following:

- a. Contact each media partner to request specific schedules that support the approved plan.
- b. Compare each schedule's rating points with third-party research such as SQAD, assessing CPP and CPM to ensure the most competitive buy possible. The Contractor's typical goal is at least 25 percent lower than SQAD.
- c. Double-check and pay close attention to the audience, making sure that the final buy is completely aligned with target audience groups.
- d. Assess media weight relative to goals, and determine the point of diminishing returns.
- e. Cross-compare rates and inventory with other schedules that the Contractor have placed to make sure they are in line with other similar buys.
- f. Once the final negotiated rate, is reached, the Contractor will then negotiate additional innovative ideas for activation, based on proposals and brainstorming from early engagement of media partners, which allows the Contractor to develop value-added placements, bonus weight and activation opportunities that are not on the rate card.
- g. The entire strategic team will be involved in assessing the bonus and value-add opportunities to ensure complete alignment with campaign goals and target audiences. Sometimes this is an iterative process.
- h. After all final negotiations, for the core buy and the value-adds, have been completed and approved by the program managers, the Contractor will lock up the buy with media contracts, insertion orders and broadcast orders.
- i. Custom reports will be created for each flight of the plan to clearly communicate this detailed and important information. The Contractor will use maps, graphics and tables to help organize the data to make it simple to quickly comprehend how all the different tactics work together to accomplish campaign goals.
- j. Any changes to the media buy and schedule will be promptly updated so that the program managers always have an up-to-date, approved plan.

**DELIVERABLE:**

- *A detailed planning report for the Treasury program managers' review and approval that includes all of the important and relevant information requested by the Contract, such as the paid media budget, target audience definition, schedules and flight dates, geography and media markets, recommended advertising vehicles, advertising units and media weight (GRPs), and a plan for how the media will be evaluated throughout and at the conclusion of each campaign.*

**3. The Contractor is also responsible for advertising placement and must:**

- a. **Buy and negotiate radio, television, and cable air time, internet, publication space, outdoor and transit space, direct mail services, and any other media used for advertising and promotions projects. Negotiate matching spots, value added, bonus, and other creative means to further advertising reach.**

Contractor's Plan:

1. During this process, media vendors will be provided with final confirmation of target audience goals, reach and frequency/impression goals and the ultimate goals of the campaign, and will be received to provide recommendations for media placements, promotions, inventory and budget.
  - a. After a review of requests for proposal/inventory responses from qualified, reputable vendors, the Contractor will negotiate with each vendor to obtain the best value (including discounts and bonus placements) and positions for Treasury, with each

- individual vendor, and build a media schedule that meets the criteria agreed upon in the media plan. The Contractor will conduct multiple rounds of back-and-forth negotiation.
- b. Once an agreement has been reached with each media vendor, the buy is considered completed. Signed orders are dispatched to all vendors, and a detailed schedule is provided to the Treasury, listing purchased stations, publications and websites with spot schedules/impressions, discount/bonus value and timing. With the signed orders, the buy is considered “placed.”
  - c. After the buy is placed and while it is in market, the Contractor will stay in close contact with vendors to ensure that schedules run as ordered. The Contractor will review screenshots for web placements and tear sheets for print placements, and will listen to air checks for radio spots to validate that creative is running correctly.
2. Negotiation doesn't end when the buy is placed. Media performance is monitored throughout the buy, and will be optimized as needed. Detailed media performance documents are provided to Treasury at regular intervals.
    - a. If there are any inconsistencies in quality, the Contractor will negotiate restitution value above the original order.
    - b. The Contractor's media director will review every vendor invoice against the buy to ensure that full agreed-upon value has been received before authorizing payment. Once third-party rating books (Arbitron, Nielsen) that coordinate with the Contractor's advertising periods have been released, the Contractor will post actual ratings against station-supplied estimates/projections. Any station that falls short on point delivery must provide a make-good schedule to ensure that full agreed-upon value is received.
  3. The Contractor will attain value-added placements for Treasury of at least 25 percent of the GRP goal in the proposed media buy.
  4. The first type of added value the Contractor will negotiate is additional inventory, similar in kind and quality to the core contract. The Contractor will maximize inventory as much as possible, while remaining cognizant of a point of diminishing return. This effort will include additional spots/ad placements, improved dayparts, campaign date extensions, etc.
  5. Once the Contractor has attained a level of reach and frequency best suited to meet the campaign goals, rates will be negotiated.
  6. The Contractor's final round of negotiation for added value seeks opportunity for bonus spots in all assets available from the vendor.
  7. Once maximum value of each contract is reached, the Contractor will issue a signed order clearly documenting all added value. This contract will guarantee commitment from each vendor to execute the added value as originally agreed upon and will hold each vendor accountable for make-goods of any item that is listed in the signed order but not executed as promised.
  8. In addition to traditional added value, the Contractor will optimize every element of the contract throughout the duration of each agreement. The Contractor will stay in close contact with media partners to take advantage of opportunities in the marketplace.
  9. Once the Contractor has reached agreement on the specific added value for each contract, it will be clearly documented and become part of the formal contract and insertion order provided to each respective vendor. This detailed process sets clear guidelines for deliverables. At the time of invoicing, the Contractor will review execution of added value with the same scrutiny as paid media components to ensure delivery before invoice authorization. Complete media analysis and metrics, including added value and bonus placements, are detailed in post-buy media reports.
  10. Added-value Contractor relationships include but are not limited to:  
*Broadcast TV: NBC, ABC, CBS and Fox, Michigan Association of Broadcasters (MAB), CoxReps.*

*Cable TV:* Comcast, Charter, WOW, Big Ten Network, ESPN and SEC Network, Michigan Cable Telecommunications Association (MCTA) and National Cable Communications.

*Digital Video Streaming:* Hulu, Roku, Sling Television, Tubi TV, PlayStation Vue, Xbox One, Crackle, Pluto, Spotify and Pandora.

*Radio:* iHeart Media, Radio One, Townsquare Media, Westwood One, CBS Radio and Disney, Macdonald Broadcasting, the Michigan Association of Broadcasters.

*Digital Music Streaming:* Pandora and Spotify, Spartan Sports Network.

*Outdoor:* OUTFRONT Media (formerly CBS Outdoor), Adams and Lamar, Crossroads Outdoor, Wolverine Sign Works and Skyline Outdoor Advertising, Matrix Media.

*Digital Partners:* KORTX, Centro, Goodway Group and Valassis.

*Minority Media Partners:* Michigan Publishers Auxiliary (representing 25 minority publications), BLAC (part of the Metro Parent publication group in southeast Michigan), The Arab American News, Michigan Chronicle, Black Perspective with Tyrone Bynum, The New Citizens Press, La Voz, Adelante, El Vocero, Latino Press, Keweenaw Bay Indian Community Newsletter and New Opinion.

*Merchandise/Giveaways:* The Contractor maintains multiple wholesale licenses and also work closely with multiple ASI vendor partners to procure and develop custom merchandise and/or giveaway items in support of client messaging goals; Mahoney and Associates, The Idea People, individual artists and entrepreneurs.

*Sports Marketing:* IMG College, Fox Sports College Properties, Learfield Sports, CBS Sports, Big Ten Conference, Professional Sports Publications Detroit Lions, Detroit Red Wings, Detroit Pistons, Detroit Tigers, Michigan International Speedway, Fox Sports College Properties/Michigan State University Athletics, Lansing Lugnuts, West Michigan Whitecaps, Traverse City Beach Bums, Grand Rapids Griffins and all professional sports teams.

*Social partners:* Google Partners Program.

*Public TV and Radio:* Michigan Radio, DPTV, WKAR, WUOM, WCMU and WGVU stations.

*Print:* Individual contacts at niche publications, statewide daily and community newspapers, and magazines throughout the state; Media Networks Inc., offering regional placement of print ads in top publications such as USA Today, People magazine, etc.; Michigan Press Association (MPA).

**DELIVERABLE:**

- *An approved media schedule and buy detailing placements and all metrics, including added value and bonus placements.*
- b. The Contractor must negotiate and purchase all forms of digital media including desktop and mobile if needed and approved by the Program Manager.**
- c. Monitoring:**
  - 1. The Contractor must monitor performance and make real-time adjustments to live campaigns as needed, ensuring all purchased media is being run as intended.**
  - 2. The Contractor must monitor all reporting systems to ensure campaigns are running correctly and impressions bought are delivered.**
  - 3. If any issues are found, the Contractor must assign dedicated resources to identify the root cause, and work to resolve the issue. The Contractor must assist in managing the resolution. The contractor shall make good any advertisements which fail to run as intended.**
- d. The Contractor will continually optimize throughout the campaign to make sure the best results are achieved.**

**e. Negotiate make-good media-weight for any under-delivery to be scheduled during the next applicable paid media flight.**

Contractor's Plan:

1. Media performance is monitored throughout the buy, and optimized as needed. Detailed media performance documents are provided to our clients at regular intervals.
  - a. If there are any inconsistencies in quality, the Contractor will negotiate restitution value above the original order.
  - b. The Contractor's media director reviews every vendor invoice against the buy to ensure that full agreed-upon value has been received before authorizing for payment. Once third-party rating books have been released that coordinate with the Contractor's advertising periods, the Contractor will post actual ratings against station-supplied estimates/projections. Any station that falls short on point delivery must provide a make-good schedule to ensure that full agreed-upon value is received.
  - c. The Contractor will track and monitor key performance indicators (KPIs) of the marketing strategies and tactics that make up the campaign as agreed upon in the early stages of the project. These KPIs can include such items as:

TRADITIONAL MEDIA ANALYTICS

Broadcast and Spot Television

- Reach and frequency by market
- Purchased spots
- Bonus spots
- Radio
- Purchased spots
- Bonus spots (including web units)
- Outdoor
- Daily effective circulation by market
- Weekly impressions
- Bonus space/production value
- Print
- Circulation

WEBSITE ANALYTICS

Audience Overview

- Total impressions
- Bonus impressions
- Type of impressions (pre-roll, mobile, display)
- Post-impression website visits
- Site visitors
- Site visits
- Average session time
- Average number pages visited
- Overall bounce rate

Content

- Popular content/pages
- Content flow/drop-offs
- Bounce rates (specific to particular pages/devices)

Demographic

- Audience (gender, age)
- Devices used to enter site
- Geographic location of site visitor
- Acquisition

- Organic vs. paid search terms
- Referral sites
- Social referrals
- Bounce rates

#### Benchmarks

- Progress relative to goals
- New/updated benchmarks (when applicable)
- Primary drivers reaching benchmarks (organic/paid search)

#### SOCIAL MEDIA KPIs

##### Facebook

- Total likes
- New likes
- Page engagement
- Reach (weekly/monthly/daily totals)
- Post interactions (likes, comments, shares)
- Top-performing posts
- Geographic/demographic breakdown on followers
- Boosted post performance (if applicable, cost per impression, post interactions)
- Ad performance (if applicable, cost per like/hit, impressions)

##### Twitter

- Total/new followers
- Retweets
- Mentions
- Favorites
- Average growth in following
- Ad performance (if applicable, cost per like/hit, impressions)

##### Digital/Search

- Organic searches (conversions, percentage of traffic associated with branded/unbranded keywords)
- Paid searches (conversions, percentage of traffic associated with specific AdWords/ad groups)
- eCPA (estimated cost per action)
- Ad clicks
- Ad impressions
- Pre-roll completion rate
- Mobile interactions (clicks, impressions, bounces)
- Top-performing sites
- Highest-performing times of day/day of week

##### MISCELLANEOUS (if applicable)

- Event attendance
- Awareness increase (gauged by survey)
- Inquiries (web contact form, phone)
- Lead to customer/purchaser ratio (relative to inquiries, how many conversions)
- Marketing ROI (outcomes relative to spend)
- Cost per lead (number of leads/investment for per-lead cost)

**Custom dashboard reports** will be created for each unique digital campaign. Each base report will include campaign dates, creative description, website visits, new visits, impressions, click-through rate (CTR), cost per thousand (CPM), cost per click (CPC), heat maps, conversion rates, video completion rates and more.

Measurement reports for event sponsorships, earned media and guerrilla marketing efforts will be customized and agreed upon with the client prior to execution.

The Contractor will stay in close contact with Treasury to ensure that all deliverables are executed as ordered. Depending on the specific features of the buy, verification may occur weekly, monthly or quarterly. The Contractor's media director reviews and approves required documentation as outlined below before authorizing payment. The Contractor will require detailed reporting and proof of performance with each media buy. The Contractor will discuss the requirement with each vendor at the time the contract is executed to ensure that all parties are capable of providing the level of information expected for invoice reconciliation.

Media Type	Required Verification Document
Print (Newspaper, magazine, etc.)	Invoice, tear sheets for each placement
TV	Invoice, affidavit, spot check
Outdoor	Invoice, photo sheet
Radio	Invoice, affidavit, spot check
Digital	Dashboard metrics
Social Media	Network insights, analytics reports

- f. Work to extend the budget through innovative ideas, creative partnerships, and aggressive negotiation skills to leverage funding available for paid advertising.**

**DELIVERABLE:**

- *A steady stream of ideas and a resulting plan that optimizes and maximizes limited budget dollars with significantly extended media partnerships, value-adds and bonus placements.*

- g. Inform the Program Manager of and evaluate as requested any special or unique media placements or opportunities.**
- h. Upon request the Contractor will engage and vet out new opportunities with both technology and media partners and will bring forward test ideas for Treasury's consideration.**
- i. Identify and recommend opportunities outside of traditional paid advertising to reach specific audiences.**

The Contractor will assess all proposals for MiABLE and MI Student Aid media opportunities, to evaluate them in conjunction with the project goals and objectives, and to inform the appropriate program manager of the opportunity and make recommendations and rationale. Additionally, the Contractor will seek out special and unique media placements and opportunities on behalf of Treasury. The Contractor will leverage strong relationships with media vendors and track record of success as a responsive and engaged partner to receive a first look at emerging opportunities.

- j. Conduct a post-buy review/analysis on the placement of media and the effectiveness of media buys in terms of cost, reach, frequency, continuity, and message dispersion requirements, etc for each media campaign. No later than two months following the end of each media buy, the Contractor must submit this post analysis report to the Program Manager. The Contractor should use findings to refine current and future media plans.**



- k. **Provide follow-up reporting to the Program Manager including invoice reconciliation and audience delivery assessments with an objective of receiving plus or minus 10 percent of the Gross Rating Points (GRP) goal in the proposed media buy.**
  - l. **Provide a final report of the base buy plus the bonus weight no later than 60 days after the media buy and bonus have aired to the Program Manager. Return on Investment (ROI) for the bonus weight must be included in the report.**
- 4. **Placement services include not only paid media but also value added media, Michigan Association of Broadcasters (MAB) media, Michigan Cable Telecommunications (MCTA) media, and Michigan Press Association (MPA) media.**
  - 5. **The Contractor must cooperate and work in tandem with third-party media auditing services to periodically examine and audit advertising released through the various media to verify that quality, timing, position, and distribution are consistent with the approved plans, guidelines, and industry standards. If, for any reason, the auditing service finds these conditions are not met, it is the Contractor's responsibility to rectify the situation.**

#### **C. Traffic:**

**The Contractor is responsible for shipping/uploading all radio and television dubs, in the appropriate media formats, with traffic instructions, to stations in time to meet program deadlines.**

#### Contractor's Plan:

- 1. The Contractor's full-time traffic manager will guarantee distribution and delivery by utilizing the following key processes and tools:
  - a. Insertion orders will be created and sent to each media vendor outlining the agreed-upon cost, deadlines and deliverables.
  - b. The traffic manager will work with the Contractor management software and the creative and production teams to ensure accurate execution and delivery.
  - c. The Contractor's management software will integrate all Contractor functions: client service and project management, accounting, creative management, production management, traffic and media.
  - d. The Contractor will utilize a very specific disclaimer to ensure file integrity: "Any alterations to this file by anyone who is not a staff member of Gd Marketing will result in nonpayment."
  - e. The Contractor will require confirmation emails from all media vendors upon acceptance of materials, including the disclaimer.

#### **D. Creative**

**Treasury will provide its own creative services unless otherwise requested by Treasury. At Treasury's request, the Contractor will be required to provide media creation services. Any media created by the Contractor will be owned solely by the State.**

- 1. **The Contractor must create high-impact, modest-budget creative strategies and tactics.**
- 2. **The Contractor must refresh existing ads as requested and develop new ad themes, campaigns, and campaign assets, including 30-second TV ads, radio ads, pre-roll, billboards, etc.)**
- 3. **The Contractor must design collateral materials (such as banners, posters, radio liners, web banners, etc.)**

**4. Email Design Services – The Contractor must design email templates and emails to support major campaigns as needed. The Contractor must develop and build emails and templates as needed. Treasury will be responsible for email deployment and tracking.**

Contractor's Plan:

1. The approach to creative concepting will be similar to the approach used for strategy development:
  - a. A creative brief will be formulated based on the findings of the research and analysis steps and in alignment with the strategic plan, including the media plan. This brief will be submitted to the Program Managers for review and approval before the creative teams are launched.
  - b. The creative brief will be used to launch the creative teams. The account manager, strategy director, research manager and media director are available to the creative teams throughout the process to address any questions or provide more information or deeper understanding if needed.
  - c. The Contractor will strongly recommend conducting exploratory focus groups during the Discovery and Insights phase, specifically to provide input to the process for creative concepting.
  - d. Multiple creative teams will work together to develop many ideas, which will be presented and evaluated by the larger team.
  - e. Creative concepting will be an iterative process and requires many rounds of development, review, new ideas, review, more new ideas, etc., until the best ideas rise to the top and are ready for presentation to the Program Managers and/or for testing, depending on the agreements made about the process at the launch meeting.
2. The Contractor will start with broad, high-level concepts that will work in any media and then adapt the approved concept to the appropriate media. Once the broad concept direction is approved, the Contractor will immediately apply it first to 30-second television and then to 30- and 60-second radio.
  - a. TV spot development will begin with a treatment an overall description of how the ad will flow, the tone of the ad, the general message and the general visuals.
  - b. Once the treatment is approved, the Contractor will write a script that conforms precisely to the timing requirements.
  - c. The Contractor will develop storyboards in the form of illustrations displayed to help the program managers and their teams visualize the sequence of the TV spot.
  - d. Once the script and storyboards are approved, the production process will begin.

**DELIVERABLE:**

- *At least three creative concept directions presented as “advertising-like objects,” or ADLOBS, that include a campaign theme; benefit or tagline if appropriate; potential headlines; supporting copy points or key messages; and visual direction.*

Email design templates will be regularly integrated into all other creative services that the Contractor will perform. The design direction will be informed by the creative brief and other materials.

- 5. The Contractor is responsible for developing or modifying advertising/marketing/creative concepts within established budgets, including but not limited to 30-second TV, 15-second internet pre-roll, and 30- and 60-second radio spots.**
- 6. The Contractor is required to prepare a creative brief and present at least three (3) creative concepts, which the Program Manager reviews. One (1) concept is taken to final**

**art or script and storyboard, which is routed for review and comment. Once changes are made and reviewed, the concept will receive final approval from the Program Manager to move forward.**

- 7. All communications must be diverse and culturally competent.**
- 8. All creative concepts/materials/productions must be copyright free, including non-rights managed visual materials (to be used in print, online, and other forms) and full buy-out (unrestricted use) of talent in all Michigan media (broadcast, cable, and online) for a minimum four-year period. The Contractor must ensure that in negotiations of talent rights, the State will be signatory on all talent/property rights.**
- 9. The Contractor is responsible for developing, managing, and executing social media/new media strategies and deliverables (including mobile, interactive, Pandora) to complement advertising and earned media campaigns.**

**Contractor's Plan:**

1. The Contractor's process and the considerations for developing social media and new media recommendations and strategies – includes:
  - a. Participating in campaign launch and planning meetings to ensure the integration of social media into the comprehensive strategic plan.
  - b. Reviewing overall marketing goals and objectives for the campaign.
  - c. Based on marketing goals, determining social media, content marketing and other new media objectives that would assist in achieving those overall goals.
  - d. Determining measures of success and reporting metrics that will be used to report success to Treasury.
  - e. Consulting in work plan and media planning stages to determine what paid social and new media tactics should be included.
  - f. Conducting research audit of industry best practices online, current client assets and online audiences, and potential competitors' online performance and current campaigns.
  - g. Developing social media and new media work plan, calendar and budget that will best promote advertising campaigns and deliver earned media campaigns to online audiences. This includes recommendations of new social channels not being used, based on goals and audience research.
  - h. Development of all needed campaign deliverables. This includes content creation for social media ads, content marketing articles, online radio and video creation, and any photography and design needed.
  - i. Continuing value-added opportunities initiated throughout the campaign to help make it a success. This includes added digital elements to accompany content, home page takeovers, hero ads and pre-roll placement.
  - j. Implementing campaign, ongoing monitoring and optimization of campaign while in market.
  - k. Based on Treasury needs, the Contractor will assist in responding to and engaging and/or training Treasury teams on execution of implementation deliverables.
  - l. Ongoing reporting throughout the campaign using an online dashboard that is updated in real time for Treasury, as well as final campaign results presented in a report based on success metrics.

**E. Production:**

**Treasury does not anticipate needed production services, although language is being included to accommodate any future need over the remaining term of the Contract.**

**As needed and requested by the Program Manager, the Contractor is responsible for:**

- 1. Directing and coordinating all aspects of production for television and radio production, including seeking at least three (3) bids for best pricing. Video and audio production/filming/recording should take place within 60 minutes of Lansing, Michigan, when possible. This includes:**
- 2. Scouting locations**
- 3. Securing studio and/or voice recording facilities (voice studios must offer high-quality connections for off-site talent)**
- 4. Casting screening and talent recommendations**
- 5. Identifying music**
- 6. Providing Special effects**
- 7. Film shooting, recording, editing, and post-production**
- 8. Delivering rough cuts and finished spots to the Program Manager for final approval within the timeframe defined by the Program Manager, but no less than one (1) working day (in most cases rough cuts should be ready five working days after filming/recording)**
- 9. Producing and duplicating media materials as needed in a variety of formats including but not limited to Beta, Digital Beta, wmv files, mov files, mp3 files.**

Contractor's Plan:

1. The Contractor will direct and manage all aspects of the production of approved concepts and scripts, including talent, music, crew, lighting, location and budget.
2. Detailed steps for video and audio production include:
  - a. Development of a Brief that guides all execution, including budget parameters
  - b. Kickoff meeting with the creative team
  - c. Script development
  - d. Specs developed and discussed with potential production partners to ensure that ideas/scripts can be achieved within budget
  - e. Program Manager review and approvals
  - f. Production bids (at least three bids to ensure best pricing/value)
  - g. Selection of production partner that is closely involved throughout the project to ensure quality and budget adherence
  - h. Development of storyboards, locations and props (video)
  - i. Casting, sound effects (SFX), music selections
  - j. Final scriptwriting
  - k. Program Manager review and approvals
  - l. Production recording
  - m. Postproduction edit
  - n. Final client review and approval
  - o. Distribution to media outlets
3. The Contractor's creative director will serve as executive producer and is responsible for strategic oversight, guidance and coordination of all shooting, directing, recording, editing and postproduction to ensure creative excellence. For production, the Contractor will competitively select trusted subcontractors who meet the Contractor's quality standards and work ethic.
4. For every step of the process, Treasury will be invited to have as much or as little participation as they wish; for example, reviewing and selecting a production partner; and approving locations, talent, music, editing, etc., prior to final production.
5. For broadcast deliverables (such as TV, video and radio), the Contractor will require a final approved script before production begins.
6. The Contractor will audition talent on screen and scout locations. The Contractor will manage subcontractors to provide any other support necessary for success, including props, extras, etc.

7. The Contractor will conduct a minimum of two rounds of edits for each video or audio spot, based on Treasury feedback. The Contractor will tightly manage the work in the editing studio to ensure that the process is timely and cost-effective.
8. Once the Contractor's creative team has identified the type of voice needed, the Contractor will audition several voice talents and make a final selection. The Contractor's production manager negotiates the contract, requiring unlimited-use licensing, and then coordinates timing. The Contractor's creative director will be present for recording to ensure fidelity to creative vision and script.
9. The Contractor's creative team and production manager work together to identify and retain the best talent based on the goals, objectives and budget of the project. The Contractor's production manager will handle all necessary arrangements with talent, including timing and travel.
10. For animation, the Contractor will work with several talented vendors who specialize in animation and animation editing. The Contractor will originate the concept and look of the animation; the art director will develop key designs and still frames, and supplies these to the vendor. The vendor will then executes final animation, with management from the Contractor's creative team.
11. The Contractor will work closely with a production studio partner to identify the perfect theme or audio components needed to bring the concept fully to life.
12. The Contractor is able to directly provide all digital video formats for broadcast and web. The Contractor's traffic manager, production manager and media director will work together to ensure that all jobs have complete specifications on file, and deliver accordingly. The Contractor will work with several trusted vendors to provide nontraditional and legacy formats.
13. The Contractor will work closely with production studio partners to execute our Treasury's duplication needs.
14. The Contractor's production manager will coordinate the creation of "dubs" with the production studio and work with the media buyer to ship the dubs to each media outlet, based on the approved media schedule. The Contractor will maintain a master file of each TV and radio spot produced.
15. The Contractor guarantees distribution and delivery by utilizing the following key processes and tools:
  - a. Insertion orders are created and sent to each media vendor outlining the agreed-upon cost, deadlines and deliverables.
  - b. The traffic manager then works with the agency management software and the creative and production teams to ensure accurate execution and delivery.
  - c. The Contractor utilizes a very specific disclaimer to ensure file integrity: "Any alterations to this file by anyone who is not a staff member of Gd Marketing will result in nonpayment."
  - d. The Contractor will require confirmation emails from all media vendors upon acceptance of materials, including the disclaimer.

**10. Producing internet/web project deliverables including:**

- **Repurposed-TV ads**
- **Banner ads**
- **In-game ads**
- **Social media graphics, etc.**

**11. Producing other project deliverables including:**

- **Billboards**
- **Posters**
- **Banners**
- **Flyers**
- **Email marketing messages, etc.**

Contractor's Plan:

1. Though the deliverables for traditional and new media are different in their form, the fundamental process for their development will be similar. Once the concepts have been approved, the Contractor will execute all creative elements accordingly. The Contractor is able to execute all elements of a campaign, from broadcast to print to web to collateral, public relations, earned media and social media, in-game ads (or ads in other digital venues), etc., all working in sync and delivering consistent campaign messaging and elements to deliver results.
2. The Contractor will work to share assets across platforms to support consistency in campaigns and messaging. Television, video and print assets are embedded into campaign websites. Television and video assets are uploaded to the appropriate YouTube channels and shared through other social media channels where appropriate. Web URLs are prominent if the campaign's call to action drives the audience to a website.
3. The Contractor will develop and manage digital campaigns that incorporate placements in various digital media as well as banner ads, page takeovers and native advertising.
4. The Contractor's process for completing work incorporates the following steps, which will be managed jointly by the Contractor's account manager and traffic manager. The Contractor will use their agency management software system to help manage workflow and other Contractor functions.
  - a. Once the plans and creative direction have been approved, the Contractor's account manager will finalize the work plan so that all campaign deliverables are identified and scheduled. This final work plan and schedule will be sent to the Treasury and shared internally with the entire team.
  - b. The Contractor's account manager will launch the internal team based on the approved strategy and will provide important guidelines to ensure that the team meets the deliverables.
  - c. The Contractor's account manager and traffic manager will work with the team daily to ensure that the proper resources are assigned and that review dates and deadlines are being met.
  - d. As each creative deliverable is completed, it will be routed through the appropriate Contractor staff to ensure fidelity to project goals, strategy, specifications, quality standards, production readiness. For all web deliverables, the Contractor will ensure Section 508 compliance when appropriate.
  - e. All creative deliverables will be reviewed with the Program Managers for approval.
  - f. Requested changes will be made and final deliverables will be sent to the Program Managers for final approval. All creative will be proofed and/or tested multiple times throughout the process, but it will always undergo a final proof as the last step.
  - g. Final approved deliverables will be trafficked to the appropriate media or other specified sources for placement.
5. The Contractor has complete in-house creative and production capabilities and employs both a full-time production artist and web designer/coder to manage and implement the final phase of the creative process, which will involve the preparation of print-, fabrication- or web-ready files that reproduce seamlessly for Treasury. The following will be considered to accomplish the tasks:

- a. Final use of design, print, digital, web
- b. Sizing the image to the correct medium
- c. Image retouching, color management
- d. Development of a high-resolution (HR) PDF; collection of native files for vendor use
- e. Final file archiving

**12. Direct Mail Services - The Contractor must develop and recommend the date needed in order to develop a meaningful dialog with the target audiences online, via mobile, by mail, by phone or in person. The Contractor must take into consideration information that will support the campaign objectives and messaging when selecting data lists or reviewing Treasury's lists, such as:**

- a) **Name of individual and/or organization**
- b) **Email address**
- c) **Social handles, e.g., Twitter**
- d) **Mailing address, including ZIP code**
- e) **Telephone number (mobile or landline)**
- f) **Relevant demographic data, e.g., age, gender, marital status and lifestyle data and household size.**

**Contractor's Plan:**

1. Direct marketing includes traditional print and email messaging, but also extends to online and digital tactics, as well as social media platforms.
  - a. The Contractor will use target audience definition identified during the early phases of the project launch and preliminary research
  - b. The Contractor will evaluate the audience information to inform selections of data for building direct mail lists. Data will include a minimum of the following variables:
    - Email address
    - Phone number
    - First name
    - Last name (separated from first name)
    - City
    - State/Province
    - Country
    - Date of birth
    - Year of birth
    - Age
    - ZIP/Postal Code
    - Gender
  - c. The Contractor will have many options for big data partners that give the tools to explore nonlinear data to craft the most relevant messages and deploy them in the most effective form.
    1. Data will include a minimum of the following variables:
      - Mobile Advertiser ID
      - Facebook App User ID
      - Twitter Usernames (no @)
      - Twitter User IDs
  - d. The Contractor will then purchase the appropriate list in the appropriate form. Each platform chosen has a variety of parameters and guidelines for recognizing the data, so the Contractor will ensure that the data is placed across channels.

- e. Some lists can be integrated with existing Treasury lists or used on their own.
  - f. The Contractor will deploy messages according to the approved media plan to the right lists using the appropriate vehicles or provide the list and the assets to Treasury for deployment if that is Treasury's preference.
  - g. The Contractor will evaluate performance metrics for all direct marketing campaigns, as identified and agreed upon at the project launch, and refine campaign plans to reflect what has been learned from each campaign. The Contractor will monitor results in real time and make refinements or changes to optimize performance.
2. The Contractor will use a new marketing automation software system for direct marketing on behalf of Treasury. Once goals and parameters are established for the direct marketing components of the campaign, the Contractor will evaluate the specifics of this tool relative to the process.
  3. Additionally, Treasury will receive daily lists of leads or prospects from the Contractor that will be ready for a follow-up action to bring closer to conversion. It further has the capability to create landing pages that are focused on the direct marketing content and provide audiences with quick and easy access to the next step, a feature that could be especially useful for these programs because there would be no impact to the existing website. There are also analytics that allow the Contractor to collectively make key decisions with accurate and relevant data and easily configure custom reports to share with each of Treasury's program managers and their respective teams.

#### **F. Market Research**

**As requested by the Program manager, the Contractor must conduct market/audience research, as appropriate, to better assess and understand the target populations that the State is trying to reach with its communication efforts. This research may include the use of databases such as Nielsen, PRIZM, intercept surveys, focus groups, observational research, telephone surveys and other tools as approved to help determine/refine message and creative strategies.**

#### Contractor's Plan:

1. The Contractor will use research information to inform all aspects of communications and marketing campaigns:
  - a. Strategy, often informed by secondary research and analysis of existing data
  - b. Messaging and creative concepts – most often primary research (focus groups) is ideal for these purposes
  - c. Media recommendations: informed by secondary sources such as PRIZM, Pew Research Center, SRDS, industry-specific sources, etc.
2. If Treasury determines that primary research is important, the Contractor will begin the research process at the launch meeting. If not, the Contractor will make a determination during the audit and secondary research steps of the Contractor's process and present a recommendation for research.
3. The Contractor's approach to research includes the following steps:
  - a. DEFINE THE RESEARCH IN DETAIL. The first step in the research process will build out the initial plan in more detail. The Contractor will work through the following issues/questions and make recommendations with Treasury checkpoints and approvals along the way.
    1. Clarify/confirm research goals and objectives.
    2. Outline information needs/requirements from the research findings.
    3. Determine appropriate methodology.
    4. Define in detail the sample requirements.
    5. Develop a schedule to ensure that the research findings are timely.



- b. IDENTIFY A FIELD PARTNER. The Contractor will work with a partner who actually fields the research. The Contractor will lead all the development activities and are responsible for the “front end,” but will rely on a partner for the “back end” of the process such as survey coding, respondent recruitment, data cleaning and tabulation, etc.
- c. DEVELOP AND APPROVE RESPONDENT SCREENERS that determine who qualifies to complete the survey or participate in the interviews/focus groups.
- d. DEVELOP THE QUESTIONNAIRE (SURVEY) OR MODERATOR GUIDE (FOCUS GROUPS). Construct the questions and the flow of the survey or discussion.
- e. (SURVEY ONLY): PROGRAM THE SURVEY. Once the questionnaire is developed, the Contractor’s field partner will work to program it into the system, accounting for the proper ordering of questions and skip patterns as needed.
- f. (SURVEY ONLY): PRETEST THE SURVEY. The survey will be pretested by representatives from the Contractor, the research-fielding firm, representatives from Treasury and etc. to ensure that the questions are programmed correctly and in the correct order. The Contractor will pretest the survey with people who have no experience with it to ensure that it is well understood and easily completed.
  
- g. EXECUTE THE RESEARCH. At this step, the research goes into the field for the data collection.
  1. In the case of a survey, it will be deployed to respondents who satisfy the screening criteria. The Contractor will track completions daily, both in terms of total completes and to ensure that the Contractor is satisfying any sample quotas for specific groups represented. The Contractor will stay in the field as long as needed to obtain a good-quality sample of adequate size to analyze.
  2. In the case of focus groups or interviews, respondents will be recruited to participate and invited to attend a group discussion or interview on a specified day and at a specific time. Typically, group discussions will be held at a specialized facility that allows for viewing by Treasury and Contractor staff. Focus group sessions are often video- or audio-recorded to provide the opportunity for anyone who was unable to attend to hear the discussion firsthand.
  
- h. ANALYZE THE RESULTS AND REPORT THE FINDINGS. The Contractor will conduct a thorough analysis of the research findings with special attention to the conclusions and implications that will inform the campaign.
  1. In the case of a survey, the data will be cleaned first and then tabulated for review.
  2. In the case of focus groups or interviews, key findings will be outlined and described.

**DELIVERABLE:**

- *Presentation of research findings and implications to Treasury in the form of a written report document and, if requested, a PowerPoint or keynote presentation for a larger group. Focus group reports sometimes include video excerpts of respondents.*

**G. Public Relations**

**The Contractor must plan and organize special public relations events related to programs as requested by the Program Manager.**

The Contractor will as needed integrate public relations strategies and tactics into awareness campaigns to provide for the greatest possible impact on Treasury’s target audiences and campaign goals. Public

relations strategies and tactics recommended by the Contractor will be developed as part of the planning process and determined by the target audience definition.

#### **H. Implementation:**

**As a one-time project upon award, the Contractor must review existing campaigns and performance reports in order to provide recommendations to maximize value from the existing media mix.**

#### **1.1. TRANSITION**

**End of Contract Conversion Responsibility:** At Contract expiration or termination, the Contractor must work with State personnel and other contractors, if applicable, to convert or transition all Contract Activities, services and data into an acceptable format for uploading into or importing into a State owned database (also see Standard Contract Terms, Sections 25 and 32.e). The Contractor must work with the State and/or previous contractor during implementation of the transition plan to effect an orderly transition to the new contractor if applicable. The Contractor must allow as many personnel as practicable to attend meetings and receive hardcopy and original/master electronic files (excel, PDF, InDesign, etc.) to help maintain the continuity and consistency of the services required by the Contract. The Contractor agrees to receive reasonable detailed specifications for all Contract Activities previously provided to the State to properly provide the Contract Activities required under the Contract.

#### **1.2. CONTRACT ACTIVITIES THAT WILL INCLUDE IT RELATED SERVICES**

The Contractor must follow State of Michigan IT Standards for delivery of data per Section 3.5.C and Standard Contract Terms, Section 1.

The links below provide information on the State's Enterprise Information Technology (IT) policies, standards and procedures which includes security policy and procedures, eMichigan web development, and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard IT Environment.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, and DTMB, before work may proceed based on the changed environment.

#### **Enterprise IT Policies, Standards and Procedures (PSP):**

[http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html)

#### **Look and Feel Standard**

All software items provided by the Contractor must be ADA complaint and adhere to the Look and Feel Standards [www.michigan.gov/somlookandfeelstandards](http://www.michigan.gov/somlookandfeelstandards).

#### **SUITE:**

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

## **2. ACCEPTANCE**

## 2.1. ACCEPTANCE, INSPECTION AND TESTING

The State will use the following criteria to determine acceptance of the Contract Activities:

Before approving invoices for payment, the Program Manager will review deliverables and review invoices to verify costs are accurate. Contractor's invoices must include detailed information for the project. The State will pay the Contractor for its costs incurred related to the Deliverables plus mark-up based on the Contract rates. The State will reimburse the Contractor only for services and/or merchandise authorized by the State, approved by the Program Manager, and provided for in the purchase order. Payment will not exceed the amount approved by authorized estimate without submission and approval of a revised estimate. All invoices must reflect actual work done. Invoice and payment specificity will be agreed upon between the State and the Contractor per Section 6.1.

## 3. STAFFING

### 3.1. CONTRACTOR REPRESENTATIVE

**Original Contract requirements for this Section apply.**

Contractor Representative:

Julia Knuckman, Sr. Account Manager

517-267-9800 (main office)

517-853-3879 (direct line)

[knuckman@gudmarketing.com](mailto:knuckman@gudmarketing.com)

### 3.2 WORK HOURS

**The contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.**

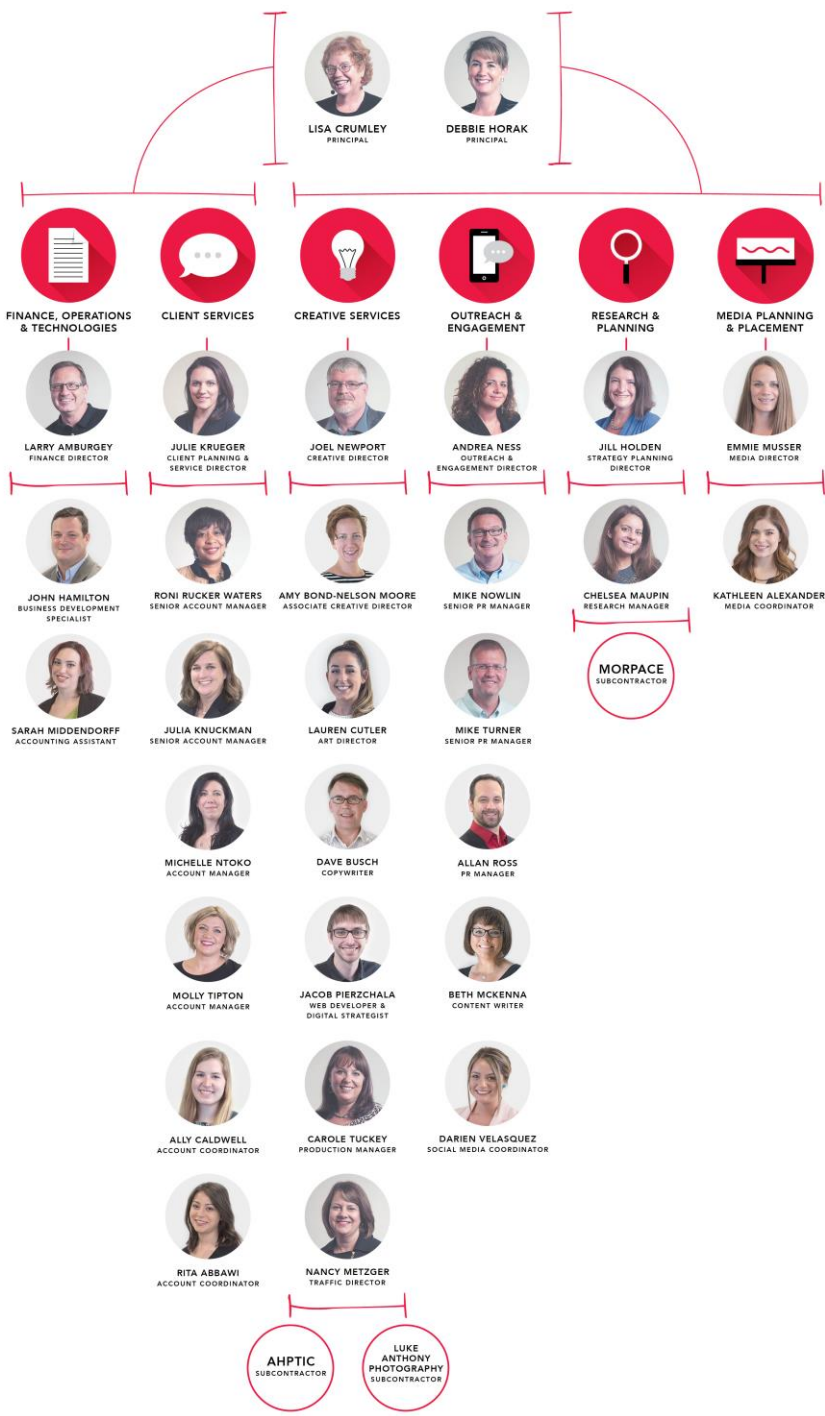
### 3.3. Key Personnel

**Original Contract requirements for this Section apply.**

Name	Title	Detailed Roles and Responsibilities
Julia Knuckman	Sr. Account Manager	<ul style="list-style-type: none"><li>• Primary day-to-day interface between Treasury and Contractor</li><li>• Develop yearly marketing plans/ recommendations</li><li>• Lead project manager, supervising all Treasury projects and aligning agency resources to meet Treasury needs</li><li>• Develop and give presentations and reports as needed by Treasury.</li></ul>
Amy Bond-Nelson Moore	Associate Creative Director	<ul style="list-style-type: none"><li>• Leads the creation of multimedia campaign concepts</li><li>• Work on all MiABLE and MI Student Aid campaigns and projects from ideation through execution</li><li>• Oversee all implementation of multi-media and cross-channel tactics</li><li>• Serve as liaison between Ms. Knuckman and the creative team</li></ul>
Allan Ross	Public Relations and Content Specialist	<ul style="list-style-type: none"><li>• Implement PR strategies</li><li>• Write and copyedit content</li><li>• Provide outreach to reporters, bloggers and so on to gain positive coverage of the MiABLE and MI Student Aid</li></ul>
Jill Holden	Director of Strategy	<ul style="list-style-type: none"><li>• Lead strategic planning, branding development and research efforts for Treasury</li><li>• Provide strategic guidance and direction</li><li>• Collaborate with account manager to translate Treasury business objectives into marketing strategies and oversee campaign formation</li><li>• Provide implementation and program evaluation to ensure delivery of business and communications goals</li><li>• Focus group moderator</li><li>• Strategic campaign development for Treasury</li><li>• First backup to Ms. Knuckman</li></ul>

Mike Nowlin	Sr. PR and Policy Manager	<ul style="list-style-type: none"> <li>• Lead strategist for PR and content management</li> <li>• Foster relationships and partnerships with key members of the media</li> <li>• Engage with key business leaders, public officials, opinion leaders, policymakers and journalists</li> <li>• Develop and execute public relations plans and efforts, including crisis management if ever necessary</li> <li>• Write releases, advisories, talking points, stories, scripts, articles, website content, etc.</li> <li>• Meet Public Relation needs of Treasury.</li> <li>• Lend his specific category expertise to the team, gained from providing PR support to MESP for the more than 10 years</li> </ul>
Emmie Musser	Media Director	<ul style="list-style-type: none"> <li>• Develop and execute paid media strategies, plans and schedules</li> <li>• Negotiate rates and places media buys</li> <li>• Conduct post-buy analysis and prepare extensive media reports</li> <li>• Research and identify target audience lifestyle, including media consumption habits and preferences</li> <li>• Evaluate all media contracts, including pricing, deliverables, reputation, invoicing and performance</li> </ul>
Joel Newport	Creative Director	<ul style="list-style-type: none"> <li>• Lead agency creative team, including concept development, copywriting, art direction and design for all marketing elements</li> <li>• Oversee all aspects of creative process</li> <li>• Work as lead producer/director on broadcast and video deliverables</li> </ul>
Andrea Ness	PR, Social Media and Content Marketing Director	<ul style="list-style-type: none"> <li>• Lead the agency's social media and content marketing efforts on behalf of Treasury</li> <li>• Work collaboratively with team members (account manager, strategy director, PR manager and media director) to identify and capitalize on content marketing and social opportunities for Treasury, making sure all earned, paid and social media efforts are in alignment and are properly leveraged for maximum effectiveness</li> <li>• Develop social and content strategies, calendars and implementation schedules</li> <li>• Write, edit and approve social and content marketing copy internally before releasing for Treasury approval</li> <li>• Oversee the management and implementation of social and content marketing calendars and schedules</li> </ul>
Mike Turner	PR Manager	<ul style="list-style-type: none"> <li>• Implement PR strategies</li> <li>• Write and copyedit content</li> <li>• Provide outreach to reporters, bloggers and so on to gain positive coverage of the MiABLE and MI Student Aid</li> <li>• Lend category expertise to the team</li> </ul>
Chelsea Maupin	Research Manager	<ul style="list-style-type: none"> <li>• Coordinate all market research efforts</li> <li>• Provide secondary research and background information</li> <li>• Generate market research analysis, reports of findings and executive summaries including recommendations for all research efforts</li> <li>• Provide tracking, monitoring and analytics of communications tools</li> </ul>
Debbie Horak	Firm Principal	<ul style="list-style-type: none"> <li>• Agency owner will be responsible for the agency's performance</li> <li>• Assist with high level of customer service and delivery of all services</li> </ul>
Elissa Crumley	Firm Principal	<ul style="list-style-type: none"> <li>• Agency owner will be responsible for the agency's performance</li> <li>• Assist with overall strategy development, executive creative oversight and research tasks</li> <li>• Focus group moderator</li> </ul>

### 3.3. Organizational Chart



### 3.4. DISCLOSURE OF SUBCONTRACTORS

Original Contract requirements for this Section apply.

The Contractor must indicate if their Subcontractors will remain unchanged from the original Contract for this SOW. If the Contractor intends to utilize additional subcontractors, the Contractor must disclose the following:

1. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
2. The relationship of the subcontractor to the Contractor.
3. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
4. A complete description of the Contract Activities that will be performed or provided by the subcontractor.

The Contractor will utilize the same subcontractors as identified in the original Contract.

### 3.5. SECURITY

The Contractor will be subject the following security procedures:

- A. The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.
- B. All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. See [http://michigan.gov/cybersecurity/0,1607,7-217-34395\\_34476---,00.html](http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html). Furthermore, Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

## 4. PROJECT MANAGEMENT/PROJECT PLAN

### 4.1 PROJECT MANAGEMENT

- A. The Contractor must meet with the Program Manager, upon request of the Program Manager, to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel, etc. for every project.
- B. The Contractor must provide account management that is proactive and flexible to meet changing business conditions.
- C. The Contractor must take all reasonable precautions to guard against any loss to the State through the failure of suppliers to execute commitments properly.
- D. The Contractor shall not begin any work on any project before the Program Manager has given formal approval and a work/expense authorization/purchase order has been issued and signed.
- E. Upon failure to meet a predetermined deadline, the Contractor must provide an explanation for such failure as soon as it is known and submit an updated project schedule to the Program Manager.

### 4.2. PROJECT PLAN

- A. The Contractor must develop a critical path development schedule providing sufficient Program Manager approval time frames from initial presentation of creative through the production and delivery of product.**
- B. Prior to beginning work on a specific task or deliverable as agreed upon by the Program Manager, the Contractor must provide the Program Manager with an updated Project Plan that is inclusive of the following:**
  - 1. Project creative brief**
  - 2. Proposed research, as appropriate**
  - 3. Proposed message strategies, including social media when appropriate**
  - 4. Timelines (including staff assigned, hours of effort and hourly rate)**
  - 5. Total anticipated costs**
  - 6. Any associated assumptions**
- C. The Program Manager must approve the Project Plan before work may begin.**
- D. The Contractor must carry out this Contract under the direction and control of the Program Manager. Within 10 calendar days of the Kick-Off Meeting (see Section 4.3.A), the Contractor must submit a final Project Plan to the Program Manager for final approval. This Project Plan will be updated throughout the Contract period for new projects/campaigns, media plan and marketing plan changes. The plan must include:**
  - 1. The Contractor's organizational chart with names and title of personnel assigned to the Contract, which must align with the staffing stated in accepted proposals.**
  - 2. A chart/table showing the breakdown of requirements in Section 1. Requirement and 4. Project Management/Project Plan including tasks, sub-tasks, proposed timeline and the resources/staff assigned, within the estimated budgets throughout the term of the contract.**
- E. As this Contract is not limited to the programs identified, the Contractor will need to be able to balance existing programs with new projects/campaigns, media plans, and marketing plan changes**

Contractor's Plan:

- 1. The Contractor will use step-by-step processes to develop plans, conduct research and complete creative work required to meet campaign deliverables. The Contractor will have balance of being large enough to handle a significant volume of work and deliverables, but small enough to be flexible and unencumbered by the institutional limitations of larger agencies. The Contractor will meet Treasury needs or make changes as the need for them arises. The Contractor will place a high premium on customer responsiveness and stewardship, gathering resources and applying them to Treasury needs as they arise. The Contractor will work quickly and do everything possible within our control to ensure that Treasury goals are met.
- 2. The Contractor's agency's principals and leadership team will meet at least weekly to review current and projected workload and the management and application of Contractor resources to ensure that all Treasury work can be efficiently and effectively managed. The Contractor's traffic manager will handle workflow and deliverables on a micro level, focusing on workflow over the short-term (e.g., days and weeks).
- 3. The Contractor will communicate regularly with Treasury, especially as it relates to managing workload and deliverables, and will plan to participate in dialogue with Treasury's program managers about the impact of new programs or changes in its plans and priorities, and also will develop a plan of action to address Treasury's needs.

Following is a summary chart that shows a draft of a potential project plan for SFSB. The Contractor will work with both MiABLE and Mi Student Aid and will create separate work plans once a launch meeting has occurred and key information has been shared and discussed. At this time, the project plan below will represent both programs and correlates with the Contractor's responses in the SOW section. There are many variables and uncertainties that will influence the final project plan.

Assumptions:

- 1) Timing for each programs' communication needs will be discussed at launch meeting and reflected in final work plans
- 2) Primary research is optional but outlined here for reference
- 3) SFSB has minimum of two days for review and approval
- 4) Planning activities for marketing strategy, media recommendations and public relations will happen as simultaneously as possible and independently if needed

Project Plan for SFSB	Resources and Staff	Timeline
<b>Launch meeting</b> with both programs (within 15 days of contract award) to identify and clarify all business and marketing goals, define success, exchange relevant information, discuss timing requirements and evaluation metrics	Account Manager Director of Strategy Director of Media	Weeks 1-2
<b>Develop detailed work plan/critical path development</b> schedule for both MiABLE and MI Student Aid (requires SFSB approval)	Account Manager Traffic Manager Team as needed	Week 3
<b>Develop Marketing Strategy</b>		
<b>Background and materials audit</b> , including audit of all existing materials for both programs	Account Manager Research Manager Director of Outreach and Engagement	Weeks 3-4
<b>Conduct secondary research on both programs</b> Current best practices in the category – from other states, other programs, and so on. <ul style="list-style-type: none"> <li>• The competitive landscape</li> <li>• Secondary data that help define and deepen our understanding of the target audience groups, their motivations and perceptions and their media habits</li> </ul> <b>(separate summary of findings for each program)</b>	Research Manager	Weeks 3-4
Project Plan for SFSB (continued)	Resources and Staff	Timeline
<b>Conduct primary exploratory research (optional)</b>	Director of Strategy Account Manager Research Manager	Weeks 4-5
<ul style="list-style-type: none"> <li>• Define/confirm research goals and objectives (requires program manager approval)</li> </ul>	Account Manager Research Manager	Week 5
<ul style="list-style-type: none"> <li>• Outline information needs/requirements (requires program manager approval)</li> </ul>	Account Manager Research Manager	Weeks 5-6



<ul style="list-style-type: none"> <li>Determine recommended methodology (requires program manager approval)</li> </ul>	Account Manager Research Manager	Weeks 5-6
<ul style="list-style-type: none"> <li>Define sample requirements (requires program manager approval)</li> </ul>	Account Manager Research Manager	Weeks 5-6
<ul style="list-style-type: none"> <li>Develop research schedule/timeline (requires program manager approval)</li> </ul>	Account Manager Research Manager	Weeks 5-6
<ul style="list-style-type: none"> <li>Identify field partner (requires program manager approval)</li> </ul>	Research Manager	Weeks 5-6
<ul style="list-style-type: none"> <li>Develop respondent screeners (requires program manager approval)</li> </ul>	Research Manager	Weeks 6-7
<ul style="list-style-type: none"> <li>Develop questionnaire/moderator guide (requires program manager approval)</li> </ul>	Account Manager Research Manager	Weeks 6-7
<ul style="list-style-type: none"> <li>Program survey (survey only)</li> <li>Recruit focus group participants (focus groups only)</li> </ul>	Research Manager Subcontractor	Weeks 8-9
<ul style="list-style-type: none"> <li>Pretest survey (survey only) (requires program manager participation)</li> </ul>	Research Manager Account Manager Contractor team	Week 9
<ul style="list-style-type: none"> <li>Execute/field the research</li> </ul>	Research Manager Subcontractor	Weeks 10-14
<ul style="list-style-type: none"> <li>Analyze results</li> </ul>	Research Manager	Weeks 14-15
<ul style="list-style-type: none"> <li>Draft report of research findings and implications (requires program manager participation)</li> </ul>	Research Manager	Weeks 15-16
Presentation to program manager and staff with all findings to date	Account Manager Research Manager Director of Strategy	Week 17
<b>Develop creative and strategy brief</b>	Director of Strategy Account Manager	Week 5 or 18
Program manager review and approval of creative/strategy brief	Account Manager	Week 6 or 19
<b>Develop marketing strategy for both programs; will include:</b> <ul style="list-style-type: none"> <li>Goals and objectives</li> <li>Target audience definition</li> <li>Key messages</li> <li>Recommended strategies and tactics</li> <li>High-level media recommendations</li> <li>Recommended metrics for campaign evaluation</li> </ul>	Account Manager Director of Strategy Media Director Creative Director PR and Engagement Director	Weeks 6-9 or 19-22
Presentation of marketing strategy for each program manager to review and approve	Account Manager Director of Strategy	Week 9 or 22
<b>Develop Media Plan</b>		
<b>Audience-specific media research;</b> for example, research tools include Mediamark Research Inc. (MRI), Rhiza for Media, Spectrum Reach, comScore and Nielsen	Media Director Media Coordinator	Week 6 or 19
<b>Project Plan for SFSB (continued)</b>	<b>Resources and Staff</b>	<b>Timeline</b>
<b>Engage media partners</b> to determine opportunities	Media Director	Weeks 6-9 or 19-22
<b>Review and assess media proposals/opportunities</b>	Media Director Media Coordinator	Weeks 8-9 or 21-22

<b>Create digital strategy</b>	Media Director	Weeks 8-9 or 21-22
<b>Create media plan</b> (requires program manager approval) – this will be presented with the marketing strategy	Media Director Director of Strategy Account Manager	Weeks 8-9 or 21-22
<b>Public Relations</b>		
Participate in overall launch meeting or hold separate PR launch meeting if appropriate	Sr. PR/Policy Manager Account Manager	Week 1-2
Research and audit existing PR assets and opportunities	Sr. PR/Policy Manager	Week 3-4
Develop PR plan as a component of marketing strategy, or specific PR plan as appropriate	Sr. PR/Policy Manager Director of Strategy Account Manager	Weeks 6-9
Submit PR plan for program manager review and approval	Sr. PR/Policy Manager Account Manager	Week 9
<b>Social Media</b>		
Participate in overall launch meeting or hold separate launch meeting if appropriate	Account Manager Social/Content Director	Weeks 1-2
Determine success and reporting metrics for social media	Social/Content Director	Weeks 1-2
Audit industry best practices for the category	Social/Content Director Research Manager	Weeks 3-4
Audit SFSB programs' current assets and online audiences	Account Manager Social/Content Director	Weeks 3-4
Audit potential competitors' online performance and current campaigns	Social/Content Director	Weeks 3-4
Develop plan, calendar and budget as part of marketing strategy and plan (requires program manager approval)	Social/Content Director Account Manager	Weeks 6-8
<b>Implementation</b>		
<b>Negotiate and Place Paid Media</b>		
<ul style="list-style-type: none"> <li>Negotiate individual media placements, requiring multiple rounds of negotiation with each media vendor as needed, to gain the best value for SFSB programs</li> </ul>	Media Director Media Coordinator	TBD
<ul style="list-style-type: none"> <li>Negotiate value-added and bonus placements</li> </ul>	Media Director Media Coordinator	TBD
<ul style="list-style-type: none"> <li>At the completion of negotiations, signed insertion orders dispatched to media vendors</li> </ul>	Media Director Media Coordinator	TBD
<ul style="list-style-type: none"> <li>Detailed final negotiated media schedule provided to SFSB program manager with spot schedules, impressions, discount/bonus value, timing; this step officially "places" the buy</li> </ul>	Media Director Media Coordinator	TBD
<b>Project Plan for SFSB (continued)</b>		
	<b>Resources and Staff</b>	<b>Timeline</b>
<ul style="list-style-type: none"> <li>Ongoing contact with all media vendors to ensure schedules run as ordered; validate the buy using such things as screenshots, tear sheets, affidavits, spot</li> </ul>	Media Director Media Coordinator	Ongoing

checks, photo sheets, air checks, analytics reports and so on		
<ul style="list-style-type: none"> <li>Ongoing monitoring of media performance and corresponding reports provided to SFSB program manager, as well as restitution required from the media outlet</li> </ul>	Media Director Media Coordinator	Ongoing
<ul style="list-style-type: none"> <li>Evaluation of vendor invoices against the buy before authorizing for payment</li> </ul>	Media Director Media Coordinator	Monthly
<ul style="list-style-type: none"> <li>Post actual ratings against projections</li> </ul>	Media Director Media Coordinator	Ongoing and final at conclusion of buy
<ul style="list-style-type: none"> <li>Negotiate make-goods to ensure full value received</li> </ul>	Media Director Media Coordinator	At conclusion of buy
<ul style="list-style-type: none"> <li>Conduct post-buy analysis that includes in-depth analysis of all media vehicles, effectiveness of media buys in terms of cost, reach, frequency, message dispersion, etc.</li> </ul>	Media Director Media Coordinator	Immediately at conclusion of buy
<ul style="list-style-type: none"> <li>Final report of media buy effectiveness (base weight plus bonus) delivered to program manager</li> </ul>	Media Director Media Coordinator Account Manager	No later than 60 days after conclusion of the buy
<b>Social Media Engagement</b>	Social/Content Director Media Coordinator	TBD
<ul style="list-style-type: none"> <li>Ongoing negotiation of value-added opportunities</li> </ul>	Media Director	Ongoing
<ul style="list-style-type: none"> <li>Ongoing monitoring and optimization of campaign while in market (requires program manager approvals)</li> </ul>	Social/Content Director Media Coordinator Account Manager	Weekly
<ul style="list-style-type: none"> <li>Ongoing management and response if needed (requires program manager participation)</li> </ul>	Account Manager Social/Content Director	Ongoing
<ul style="list-style-type: none"> <li>Ongoing reporting during campaign implementation</li> </ul>	Account Manager	Monthly
<ul style="list-style-type: none"> <li>Development and reporting of final campaign results</li> </ul>	Social/Content Director	At campaign conclusion
<b>Press Events</b>		
<ul style="list-style-type: none"> <li>Kickoff and preparation</li> </ul>	Sr. PR/Policy Manager Account Manager	TBD
<ul style="list-style-type: none"> <li>Plan for media event logistics</li> </ul>	Sr. PR/Policy Manager Account Manager	TBD
<ul style="list-style-type: none"> <li>Develop press kit <ul style="list-style-type: none"> <li>Draft press release</li> <li>Draft talking points, backgrounders, FAQ, etc.</li> </ul> </li> </ul>	Sr. PR/Policy Manager PR Manager	TBD
<ul style="list-style-type: none"> <li>Create graphics, photos and other assets</li> </ul>	Art Director	TBD
<b>Project Plan for SFSB (continued)</b>	<b>Resources and Staff</b>	<b>Timeline</b>
<ul style="list-style-type: none"> <li>Develop corresponding digital (web) support</li> </ul>	Sr. PR/Policy Manager Creative team	TBD

<ul style="list-style-type: none"> <li>Submit press kit for program manager review and approval</li> </ul>	Account Manager Sr. PR/Policy Manager	TBD
<ul style="list-style-type: none"> <li>Incorporate feedback and finalize press materials</li> </ul>	Sr. PR/Policy Manager	TBD
<ul style="list-style-type: none"> <li>Distribute press releases and/or invitations</li> </ul>	PR Manager	TBD
<ul style="list-style-type: none"> <li>Produce collateral</li> </ul>	Creative team Sr. PR/Policy Manager Account Manager	TBD
<ul style="list-style-type: none"> <li>Make media calls and pitches to confirm attendance and coverage</li> </ul>	PR Specialist	TBD
<ul style="list-style-type: none"> <li>Work with spokesperson to prepare/rehearse as needed</li> </ul>	Sr. PR/Policy Manager	TBD
<ul style="list-style-type: none"> <li>Set up event</li> </ul>	Account Manager PR Manager Sr. PR/Policy Manager Production Manager	TBD
<ul style="list-style-type: none"> <li>Staff event, providing media management, and so on</li> </ul>	Account Manager PR Manager Sr. PR/Policy Manager	TBD
<ul style="list-style-type: none"> <li>Clean up event site</li> </ul>	Account Manager PR Specialist	TBD
<ul style="list-style-type: none"> <li>Monitor media coverage of event</li> </ul>	PR Manager Sr. PR/Policy Manager	TBD
<ul style="list-style-type: none"> <li>Prepare report of results</li> </ul>	PR Manager Sr. PR/Policy Manager	TBD
<ul style="list-style-type: none"> <li>Submit results to SFSB</li> </ul>	Account Manager	TBD
<b>Produce and Duplicate Media Materials (Print, Collateral, Digital, Outdoor)</b>		
<ul style="list-style-type: none"> <li>Final work plan and schedule for campaign deliverables presented for each program (based on approved strategy, media recommendations and creative concept direction) (requires program manager approval)</li> </ul>	Account Manager Traffic Manager Production Manager Media Coordinator	Week 10 or 23
<ul style="list-style-type: none"> <li>Account manager launches internal team</li> </ul>	Account Manager Creative team Traffic Manager	Week 10 or 23
<ul style="list-style-type: none"> <li>Ongoing management of team to ensure deadlines are met</li> </ul>	Account Manager Traffic Manager	Ongoing
<ul style="list-style-type: none"> <li>Internal routing of creative deliverables</li> </ul>	Account Manager Traffic Manager	Ongoing
<ul style="list-style-type: none"> <li>Presentation of final creative deliverables to client for approval (requires program manager approval)</li> </ul>	Account Manager Creative Director	TBD
<ul style="list-style-type: none"> <li>Client-requested changes/refinements are made</li> </ul>	Account Manager Creative team	TBD
<b>Project Plan for SFSB</b>	<b>Resources and Staff</b>	<b>Timeline</b>
<ul style="list-style-type: none"> <li>Final route and proof prior to client review</li> </ul>	Traffic Manager Account Manager	TBD
<ul style="list-style-type: none"> <li>Final deliverables resubmitted to SFSB for final approval</li> </ul>	Account Manager	TBD

<ul style="list-style-type: none"> <li>Approved deliverables are trafficked to the appropriate media source</li> </ul>	Traffic Manager	TBD
<b>Produce Media Materials (Television, Radio, Video)</b>		
<ul style="list-style-type: none"> <li>Final work plan and production/shooting schedule for campaign deliverables presented for each program (based on approved strategy, media recommendations and creative concept direction) (requires program manager approval)</li> </ul>	Account Manager Production Manager Creative Director Traffic Manager	Week 10 or 23
<ul style="list-style-type: none"> <li>Account manager launches internal team</li> </ul>	Account Manager Creative team	Week 10 or 23
<ul style="list-style-type: none"> <li>Ongoing management of team to ensure deadlines are met</li> </ul>	Account Manager Traffic Manager	Ongoing
<ul style="list-style-type: none"> <li>Kickoff meeting with production team</li> </ul>	Account Manager Creative team	Week 10 or 23
<ul style="list-style-type: none"> <li>Develop script (requires program manager approval)</li> </ul>	Creative Director	Week 11 or 24
<ul style="list-style-type: none"> <li>Solicit production bids (program manager involvement/approval as desired)</li> </ul>	Production Manager	Week 12 or 25
<ul style="list-style-type: none"> <li>Develop storyboards, locations, props (program manager involvement/approval as desired)</li> </ul>	Creative team	Weeks 12-14 or 25-27
<ul style="list-style-type: none"> <li>Casting, SFX, music selections (program manager involvement/approval as desired)</li> </ul>	Creative Director Production Manager	TBD
<ul style="list-style-type: none"> <li>Final script/copy (requires program manager approval)</li> </ul>	Creative Director Account Manager	TBD
<ul style="list-style-type: none"> <li>Production recording (program manager participation invited)</li> </ul>	Creative Director Account Manager Creative team Subcontractor	TBD
<ul style="list-style-type: none"> <li>Post-production edit</li> </ul>	Creative Director Account Manager Subcontractor	TBD
<ul style="list-style-type: none"> <li>Initial program manager review and approval of rough cut and other creative deliverables</li> </ul>	Creative Director Account Manager	TBD
<ul style="list-style-type: none"> <li>Client-requested changes/refinements made</li> </ul>	Creative Director Account Manager	TBD
<ul style="list-style-type: none"> <li>Second-round edits (for program manager review and approval)</li> </ul>	Creative Director Subcontractor	TBD
<ul style="list-style-type: none"> <li>Client-requested changes/refinements made</li> </ul>	Creative Director Account Manager	TBD
<ul style="list-style-type: none"> <li>Final deliverables resubmitted to SFSB for final approval</li> </ul>	Creative Director Account Manager	TBD
<ul style="list-style-type: none"> <li>Approved deliverables are shipped/trafficked to the appropriate media source with instructions in time to meet program deadlines</li> </ul>	Traffic Manager Media Coordinator	TBD
<b>Project Plan for SFSB</b>	<b>Resources and Staff</b>	<b>Timeline</b>
<b>Project Management</b>		
Ongoing project management	Account Manager	Ongoing
Ongoing reporting	Account Manager	Ongoing

	Media Director Sr. PR/Policy Manager Social/Content Director	
Attendance at client meetings	Account Manager <i>(Others as needed/ directed by Account Manager)</i>	As required
Presentations as needed <i>(Note: Presenters TBD depending on subject matter to be covered)</i>	Account Manager Media Director Sr. PR/Policy Manager Social/Content Director Director of Strategy Research Manager Creative Director Agency Principals	As required

**F. The Contractor must have a documented process for addressing issues and changes as they develop throughout the Contract and state the individuals who are responsible for receiving/reacting to any issues/changes.**

Contractor's Plan:

1. The Contractor will assign an account manager to act as the lead contact for the Treasury. It is the responsibility of the account manager to facilitate the resolution of any problems or changes that may arise during the course of the contract. The account manager's job will be to convene the right group of Contractor staff and/or Treasury, as appropriate, in order to focus on proper, quick and efficient handling of any issues. If for some reason, the account manager cannot address an issue, the first people to go to will be the directors. For example:
  - a. For campaign creative and production issues, the account manager would tap the creative director and/or the production manager.
  - b. For media issues, the media director.
  - c. For issues of account management or contract requirements, at least one of the agency principals.
  - d. For social media or public relations, the outreach and engagement director.
2. For billing or financial issues, the Contractor's director of finance and at least one of the Contractor principals would be immediately informed and engaged.
3. Both agency principals will always available to staff and Treasury for any reason at any time.

**4.2. MEETINGS**

**In-person Kick-Off Meeting within 14 calendar days of the Change Notice Effective Date, at least once annually to review the Contract and deliverables, and once within the 30 days before Contract expiration.**

**All other Original Contract requirements for this Section apply.**

**4.3. REPORTING**

**Original Contract requirements for this Section apply.**

The Contractor will develop an online dashboard for real-time reporting of certain campaign metrics (especially digital tactics) as agreed upon by the Treasury Program Managers and the Contractor. The

Contractor will also develop completion reports at the conclusion of campaigns to demonstrate the results. Completion reports are developed to report against campaign goals and objectives as set forth at the project launch, and combine the reporting of outputs and outcomes.

## **5. ORDERING**

### **5.1. AUTHORIZING DOCUMENT**

**Original Contract requirements for this Section apply.**

## **6. INVOICE AND PAYMENT**

### **6.1. INVOICE REQUIREMENTS**

**Original Contract requirements for this Section apply except 6.1.B which is replaced with:**

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. (h) name(s) of person(s) who worked on project; (i) number of hours worked by each person. Overtime, holiday pay, and travel expenses will not be paid.

### **6.2. PAYMENT METHODS**

**Original Contract requirements for this Section apply.**

**STATE OF MICHIGAN**  
Marketing and Advertising Services – Treasury

**SCHEDULE B**  
**PRICING**

1. Reserved.
2. Reserved.
3. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
4. Quick Payment Terms of Original Contract Apply: 2% 10 Net 30 except pass-through costs.
5. Reserved.
6. The State can only commit funds in the fiscal year they are available; commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations.
7. All subcontracted work must be passed through at “cost” and include no mark-up of any kind: The State will not accept fees or commissions from subcontractors and suppliers, these Contractors shall be at a non-commissioned rate, no mark up. The Contractor must pass on all reductions in costs from subcontractors and suppliers.
8. **Pricing will be part fixed (Account Management), variable (Creative and Production) and commission percentage (Media Placement) based Pricing as approved in the Project Plan per Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment as follows:**

The estimated budget is currently \$750,000.00 for the term of 2/7/18 to 4/7/19. The Contractor is paid per approved project (see Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment), not as a flat percentage of the total budget estimate.

A. Account Management Services

- A fixed annual price will be used to compensate the Contractor for all Account Management services. The price is expected to compensate the Contractor for all Account Management services related to the project as identified in:
  - Schedule A Section 1.A Communications/Marketing
  - Schedule A Section 1.F Market Research
  - Schedule A Section 1.H Implementation
  - Schedule A Section 4. Project Management/Project Plan
  - All overhead and expenses of the Contractor must be included in the fixed annual price (prorated on monthly invoices).

B. Creative and Production Services

- A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative and Production services. The price is expected to compensate the Contractor for all Creative and Production services related to the project as identified in:
  - Schedule A Section 1.D Creative
  - Schedule A Section 1.E Production
  - Schedule A Section 1.G Public Relations



- Blended hourly rate is defined as the Not-To-Exceed hourly amount that will be paid to the Contactor for Creative and Production deliverables based on approved Project Plan.
- All overhead expenses of the Contractor must be included in the variable price.

C. Media Placement Agency Fee

- A commission percentage will be used to compensate the Contractor for all Media Placement services as identified in:
  - Schedule A Section 1.B Media
  - Schedule A Section 1.C Traffic
- The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media, on each project.

D. Pricing Table

Deliverable	Price
1. Account Management Services – Fixed Term Price (2/7/18 to 4/7/19 – 14 Month Term)	\$ 52,500
2. Creative and Production Services – Variable Blended Hourly Rate	\$125
3. Media Placement Agency Fee – Commission Percentage	7%
Combined Program Area Budget (MiABLE and Mi Student Aid)	\$750,000.00

**IMPORTANT – CONTRACTOR’S PRICING ASSUMPTIONS:**

Please note that specific pricing is very difficult for the Contractor to determine without knowing more about the budget split between the two programs and the difference in scope of work, media placement requirements, etc., between the two programs. In the RFP document it is stated that the MI Student Aid program requires media placement services only, while the MiABLE program requires planning, creative development, media, etc. So, the Contractor made some assumptions that will need to be verified in order to confirm final pricing

- The \$125 hourly rate is an already-discounted rate for government clients.
- The account management fee shown above does NOT include any primary research (surveys, focus groups, depth interviews, etc.).
- The account management fee shown above assumes a heavier account management load for the MiABLE program due to bigger scope (planning, creative, etc., in addition to media placement).
- For purposes of this pricing proposal, total media placement is assumed to be 65 percent of the total budget – but this allocation is heavily dependent on the marketing strategy and final plan.

**Notes:**

The State of Michigan does not guarantee a minimum or maximum volume of services.



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **6**

to

Contract Number **071B6600070**

<b>CONTRACTOR</b>	Pace & Partners, Inc., dba Gud Marketing
	1223 Turner Street
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	*****6524

<b>STATE</b>	<b>Program Manager</b>	Robin Lott	MULTI
		517-241-3301	
		lottr@Michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 284-7021	
		ostrowskim@michigan.gov	

CONTRACT SUMMARY				
<b>MET MARKETING &amp; ADVERTISING SERVICES</b>				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
2%10, Net 30 except pass through costs		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,377,900.68	\$1,021,000.00	\$5,398,900.68		
DESCRIPTION				
Effective February 7, 2018, this Contract is hereby increased by \$1,021,000.00 for Department of Treasury.				
All other terms, conditions, specifications and pricing remain the same. Per vendor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on February 6, 2018.				

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	Lottr@michigan.gov
TED	Denise Flannery	(517) 373-4238	Flanneryd1@michigan.gov
DEQ	Carrie Geyer	(517) 284-5182	Geyerc1@michigan.gov
DEQ	Tiffany Brown	(517) 242-1376	Brownt22@michigan.gov
DIFS	Darcie Payne	(517) 284-8674	payned3@michigan.gov

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**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **5**  
 to  
 Contract Number **071B6600070**

<b>CONTRACTOR</b>	Pace & Partners, Inc., dba Gud Marketing
	1223 Turner Street
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	*****6524

<b>STATE</b>	<b>Program Manager</b>	Robin Lott	MULTI
		517-241-3301	
		lottr@Michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 284-7021	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

<b>MET MARKETING &amp; ADVERTISING SERVICES</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
2%10, Net 30 except pass through costs		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	April 7, 2019
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$4,298,815.00	\$79,085.68	\$4,377,900.68		

**DESCRIPTION**

Effective October 23, 2017, this Contract is hereby increased by \$79,085.68 for Department of Financial and Insurance Services (DIFS) and their attached Statement of Work (SOW) is incorporated.

All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB procurement approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

<b>AGENCY</b>	<b>NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
TREA	Robin Lott	(517) 241-3301	Lottr@michigan.gov
TED	Denise Flannery	(517) 373-4238	Flanneryd1@michigan.gov
DEQ	Carrie Geyer	(517) 284-5182	Geyerc1@michigan.gov
DEQ	Tiffany Brown	(517) 242-1376	Brownt22@michigan.gov
DIFS	Darcie Payne	(517) 284-8674	payned3@michigan.gov

**STATE OF MICHIGAN**

Marketing and Advertising Services – Department of Insurance and Financial Services

**Schedule A**

**STATEMENT OF WORK  
CONTRACT ACTIVITIES**

**PROJECT REQUEST**

This is a Statement of Work (SOW) to amend the Contract for Marketing and Advertising Services to include Department of Insurance and Financial Services Marketing and Advertising services for the Department of Insurance and Financial Services.

**BACKGROUND**

The Department of Insurance and Financial Services (DIFS) received federal funds through the Health Insurance Enforcement and Consumer Protections Grant Program. As part of utilizing the grant funds, the Office of Consumer Services (OCS) agreed to do the following activities: 1) Develop a consumer friendly print publication on the external review process; 2) Produce a long and short form explanatory video for consumers on the process for filing complaints or an external review request; and, 3) Contract with a public relations firm to run a paid media campaign to raise awareness of their external review rights and ability to file a complaint with DIFS. OCS is seeking a public relations firm to design and develop a paid media campaign to fulfil our obligation in item 3.

Program areas may be added or removed as need/funding arise. Current program areas include:

**A. Program (Fiscal Year (FY) 2018 Estimated Budget: \$79,085.68**

**Target audience:**

Michigan consumers that may have complaints or questions regarding insurance and/or consumer finance related products.

**Program summary:**

See background information.

**Current status:**

OCS is in the process of shooting the video for the paid media campaign.

**Additional information at:**

More information about DIFS can be found at [www.michigan.gov/difs](http://www.michigan.gov/difs). For information on how to file a complaint, click on *How to File a Complaint* from the home page.

**Message:**

OCS wants consumers to be aware of their ability to file a complaint with DIFS if they are having problems with an insurance company and or consumer finance company DIFS regulates. This video highlights just some of the department’s consumer success stories attained through the complaint and appeal process.

**ESTIMATED FY’18 TOTAL**

**\$79,085.68**

Contractor’s Plan:

1. The Contractor will actively manage workload and Contractor resources to ensure that each of the State Agencies on the Contract receive incomparable service and responsiveness.
  - a. The DIFS will have a specific account manager assigned to manage day-to-day work and projects. The Contractor will carefully monitor each account manager’s load to make sure that each State Agency on the Contract can be serviced appropriately.

- b. The Contractor's full-time traffic manager will work closely with all account managers and creative staff to ensure that deadlines and deliverables are known and met. The traffic manager will also interface with all media to ensure that media deliverables and deadlines are met.
  - c. The Contractor's senior staff will be involved in DIFS SOW and will provide direction, guidance and quality assurance for the strategic and creative work the Contractor completes on behalf of the DIFS.
  - d. The Contractor's full-time production manager will play a key role in quality assurance for the production of every deliverable.
  - e. Contractor principals will be involved and available to staff and State Agencies on the Contract 24/7 if needed.
2. For DIFS SOW, the Contractor will ensure outstanding level of customer service by:
    - a. Assigning a distinct account manager to be responsible for all agency efforts on behalf of the DIFS (see staffing chart in Section 3.).
    - b. Continuing to use the Contractor's proven systems for managing work and deliverables (Contractor management system, on-the-ground traffic management, quality assurance and active production management).
    - c. Regularly checking in with the DIFS to ensure that its needs are being met.

## 1. REQUIREMENTS

**The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:**

### A. Communications/Marketing:

- 1) **The Contractor must develop a comprehensive annual communications/marketing plan for developing and implementing audience-specific external communications that will largely be focused on the campaigns identified in the Background Section of this RFP.**

#### Contractor's Plan:

The following steps outline how the Contractor's approach applies to developing a comprehensive annual communications/marketing plan that will address DIFS's requirement to raise awareness of consumers' external review rights and their ability to file a complaint, as described in the Contract.

1. LAUNCH. The Contractor will facilitate a formal launch meeting with the two core teams (DIFS and Contractor). This meeting will provide the opportunity to:
  - a. Identify and clarify all goals and objectives for the Health Insurance Enforcement and Consumer Protections Grant Program or any other initiatives slated for the upcoming year or period.
  - b. Share or exchange relevant information such as additional background; specific information from the grant documents and recent survey data; recent qualitative findings; compliance guidelines; relevant trends or other statewide and national information, etc.
  - c. Discuss what is currently known (or unknown) about target audience groups and whether there are groups of people who are most likely to be at-risk for the practices this program is designed to address.
  - d. Discuss timing requirements, milestones and deadlines.
  - e. Discuss logistics, review and approval requirements, preferred methods of communication and so on.

#### DELIVERABLES:

- *Conference report of the meeting, including all agreements made.*
  - *Detailed work plan and final budget allocations for each phase of the work.*
2. BACKGROUND REVIEW AND AUDIT. The Contractor will assign a small team (account manager, research manager and media director) to review all important background information, including any existing or recent campaigns or communications efforts (in Michigan or other states if appropriate), campaign performance reports and other information shared by the DIFS at the

launch meeting. The Contractor will conduct an online analysis of real-time insights into editorial, blog and social media conversations about this issue and related relevant topics provided via Contractor's subscription to the Meltwater media monitoring service.

**DELIVERABLE:**

- *Brief summary of findings emphasizing potential implications or action items for both the annual plan and the program and campaign strategy for each program or initiative covered by the comprehensive plan.*
3. SECONDARY RESEARCH. The Contractor will conduct secondary research to add to and update existing knowledge as well as to identify and assess:
- a. Current best practices in the category – from other states, other programs, federal agencies and so on.
  - b. Secondary data that help define and deepen the understanding of the target audience groups for each program, including their perceptions, motivations and media habits. Potential sources could include academic research, trade associations, findings or practices from stakeholder or associate groups as well as any other sources in the private sector, PRIZM and other omnibus surveys and resources.

**DELIVERABLE:**

- *Brief summary of findings emphasizing potential implications or action items for the plan, especially as it relates to target audience groups and developing audience-specific messaging, strategies and tactics to reach them.*
4. OPTIONAL PRIMARY RESEARCH. Primary research (surveys or focus groups) is always an optional step in the process to be considered relative to its potential to impact the goals of the campaign.
- a. If direct primary research is recommended and possible given budget and timing parameters, the Contractor may recommend either quantitative (survey) or qualitative (interviews or focus groups) research, or both, to provide needed inputs into campaign strategy and messaging.
    - 1) Survey research can be used to quantify current information. This research would likely be used for such efforts as:
      - Developing a baseline measurement of perceptions, attitudes and behaviors.
      - Identifying key target audience groups for any given initiative and establishing their baseline perceptions, attitudes and behaviors.
      - Follow-up with key target audience groups to measure impact of campaigns on perceptions, attitudes and behaviors.
    - 2) Focus groups or interviews can be used to explore thoughts, beliefs and feelings more deeply and are often used to help craft campaign messaging and creative direction.

**DELIVERABLE:**

- *Brief summary of findings emphasizing potential implications or action items for annual comprehensive plan, including each program and campaign strategy and messaging approach.*
5. DEVELOP CAMPAIGN BRIEF. The Contractor will consolidate and summarize all the findings in the initial exploratory and research steps into a campaign brief for review and approval by the DIFS. The brief will include relevant insights that are critical to the development of strategy, media planning, messaging and creative.

**DELIVERABLE:**

- *A campaign brief for discussion, review and approval that includes detailed customer profiles and crucial information that will guide the team as it begins developing impactful messaging, media plans and creative to reach the specific target audiences.*
6. DEVELOP COMPREHENSIVE PLAN AND PROGRAM STRATEGIES PER THE BRIEF.



- a. The Contractor will convene its core strategic team (media director, creative director, outreach and engagement director and account manager) and other Contractor resources as necessary to develop the recommended comprehensive plan and strategy for review by and approval by DIFS. The comprehensive plan will address such points as:
  - 1) Goals and objectives
  - 2) Target audience definition and motivations
  - 3) Potential key messages for each target audience group
  - 4) Recommended strategies and tactics with accompanying calendar and budget
  - 5) Media plan (high-level media recommendations)
  - 6) Recommended metrics for campaign evaluation
  - 7) A detailed calendar of milestones for work and decision-making for each program or initiative covered by the plan
- b. Marketing strategy will be led by the Contractor's in-house research, planning and media group and is developed with a strong foundation in research and fact-finding. The team will work collaboratively and independently in brainstorming and vetting ideas, which are ultimately evaluated and built into a strategy/plan document for presentation, discussion, review and ultimate approval by DIFS. The work done in the Discovery and Insights phase and then consolidated into the brief will provide the criteria by which the strategic ideas are assessed. The proposed strategy will be routed through and reviewed by multiple Contractor staff to ensure that it provides the best possible recommendations.

**DELIVERABLE:**

- *Comprehensive plan and strategy document that details the Contractor's recommendations for target audience groups, high-impact key messages that will resonate with the target audience groups, strategies, tactics and media recommendations to reach them, and a corresponding calendar, as well as budget recommendation and evaluation metrics.*

**B. Market Research**

- 1) **The Contractor must conduct market/audience research, as appropriate, to better assess and understand the target populations that the State is trying to reach with its communication efforts. This research may include the use of databases such as Nielsen, PRIZM, intercept surveys, focus groups, observational research, telephone surveys and other tools as approved to help determine/refine message and creative strategies.**

Contractor's Plan:

1. The Contractor will use research information to inform all aspects of communications and marketing campaigns:
  - a. Strategy – often informed by secondary research and analysis of existing data
  - b. Messaging and creative concepts – most often primary research (focus groups) is ideal for these purposes
  - c. Media recommendations – informed by secondary sources such as PRIZM, Pew Research Center, SRDS, industry-specific sources, etc.
2. If DIFS determines that primary research is important, the Contractor will begin the research process at the launch meeting. If not, the Contractor will make a determination during the audit and secondary research steps of the Contractor's process and present a recommendation for research.
3. The Contractor's approach to research includes the following steps:
  - a. DEFINE THE RESEARCH IN DETAIL. The first step in the research process will build out the initial plan in more detail. The Contractor will work through the following issues/questions and make recommendations with DIFS checkpoints and approvals along the way.
    - 1) Clarify/confirm research goals and objectives.
    - 2) Outline information needs/requirements from the research findings.
    - 3) Determine appropriate methodology.
    - 4) Define in detail the sample requirements.
    - 5) Develop a schedule to ensure that the research findings are timely.

- b. IDENTIFY A FIELD PARTNER. The Contractor will work with a partner who actually fields the research. The Contractor will lead all the development activities and are responsible for the “front end,” but will rely on a partner for the “back end” of the process such as survey coding, respondent recruitment, data cleaning and tabulation, etc.
- c. DEVELOP AND APPROVE RESPONDENT SCREENERS that determine who qualifies to complete the survey or participate in the interviews/focus groups.
- d. DEVELOP THE QUESTIONNAIRE (SURVEY) OR MODERATOR GUIDE (FOCUS GROUPS). Construct the questions and the flow of the survey or discussion.
- e. (SURVEY ONLY): PROGRAM THE SURVEY. Once the questionnaire is developed, the Contractor’s fielding partner will work to program it into the system, accounting for the proper ordering of questions and skip patterns as needed.
- f. (SURVEY ONLY): PRETEST THE SURVEY. The survey will be pretested by representatives from the Contractor, the research-fielding firm, the DIFS, etc. to ensure that the questions are programmed correctly and in the correct order. The Contractor will pretest the survey with people who have no experience with it to ensure that it is easily understood and easily completed.
- g. EXECUTE THE RESEARCH. At this step, the research goes into the field for the data collection.
  - 1) In the case of a survey, it will be deployed to respondents who satisfy the screening criteria. The Contractor will track completions daily, both in terms of total completes as well as to ensure that the Contractor is satisfying any sample quotas for specific groups represented. The Contractor will stay in the field as long as needed to obtain a good-quality sample of adequate size to analyze.
  - 2) In the case of focus groups or interviews, respondents will be recruited to participate and invited to attend a group discussion or interview on a specified day and at a specified time. Typically, group discussions will be held at a specialized facility that allows for viewing by DIFS and Contractor staff. Focus group sessions are often video or audio recorded to provide the opportunity for anyone who was unable to attend to hear the discussion firsthand.
- h. ANALYZE THE RESULTS AND REPORT THE FINDINGS. The Contractor will conduct a thorough analysis of the findings of the research with special attention to the conclusions and implications that will inform the campaign.
  - 1) In the case of a survey, the data will be cleaned first and then tabulated for review.
  - 2) In the case of focus groups or interviews, key findings will be outlined and described.

**DELIVERABLE:**

- *Presentation of research findings and implications to the DIFS in the form of a written report document and, if requested, a PowerPoint or keynote presentation for a larger group. Focus group reports sometimes include video excerpts of respondents.*

**C. Media**

- 1) **The Contractor is responsible for developing an annual media plan which includes all individual media campaigns and their appropriate target audiences, messages, message strategies, and communication vehicles that help meet stated objectives. The Contractor must update this plan and provide to the Program Manager as they require it throughout the fiscal year.**

Contractor’s Plan:

1. In conjunction with the comprehensive plan outlining the major programs and initiatives for the year, the Contractor will present an annual media plan. This plan will detail how, where and when each targeted campaign will reach its target audience(s).
2. The Contractor will recommend, in detail, which media vehicles should be used, and in what proportion and priority, to reach the audience groups, once the Contractor identifies and defines them and their media habits.
3. Geographic priority and recommendations will be data-driven. When the primary audience is determined solely by demographic information (age, gender, etc.), the Contractor will

research census data to determine population saturation. This information will be shared with the DIFS alongside the Contractor's recommendation for geographic priority. When the primary audience is more specific than straight demographic information, the Contractor will layer not only census information, but also audience insights from the industry's leading media consumption resources to clearly identify strategic geographic goals.

4. The Contractor will leverage key themes and findings from creative testing to build effective messages for the audiences and will update the media plan accordingly as primary research helps outline new appropriate media vehicles and innovative partnerships to reach these audiences.
5. The Contractor's approach to research includes the following steps:
  - a. LAUNCH. The media team will be launched from the approved campaign and oriented to the emerging strategic thinking and recommendations, target audience definition, media budget parameters and any additional background that will inform the media plan and schedule.
  - b. AUDIENCE-SPECIFIC MEDIA RESEARCH. The Contractor will consult multiple resources, then compare and contrast the data to develop a more complete and comprehensive look at key audience segments. Research tools include Mediamark Research Inc. (MRI), Rhiza for Media, Spectrum Reach, comScore and Nielsen. Each tool will assist in further defining characteristics of target audience groups and share declared data and behavioral data. Key media will include a breakdown of media type, suggested publications, TV shows, radio stations, websites, etc., and frequency for each specific tactic. Additionally, behavioral data will be aligned to support recommendations for innovative partnerships and even billboard locations (e.g., an audience that indexes highly for organic food consumption would lead to a recommendation for billboard locations near organic food stores).
  - c. INVOLVE MEDIA PARTNERS. The Contractor will engage with media partners to determine the opportunities that best align with the marketing objectives.
  - d. ASSESS MEDIA PROPOSALS. The Contractor will review and assess media proposals as they are received, using evaluation and planning tools such as STRATA and SQAD. These tools will be used pre- and post-buy.
    - 1) STRATA will be used to efficiently manage broadcast TV, cable TV, newspaper, radio and digital platforms, including Pandora. This program will collect, organize and report on all past and current campaign experience. Data from the Contractor's subscription to Nielsen uploads directly into STRATA, enabling the Contractor to compare actual ratings post-buy with projected ratings and negotiate additional media weight when applicable.
    - 2) SQAD will provide spot TV, spot radio and Hispanic spot TV media cost data. The SQAD Database will ensure the Contractor and the DIFS transparency in the media marketplace. This data collection is derived from Nielsen and records of actual placed media. It dates back 16 rolling quarters for in-depth analysis of past rating trends. It also creates forecasting algorithms to help budget and plan up to four quarters into the future.
    - 3) SQAD TV data include all markets, 67 demographics, eight day parts, three levels of costs, and actual purchased cost per points (CPPs) and cost per thousand impressions (CPMs) for the current quarter plus projections for the next four quarters each month. This comprehensive set of data allows for complete and accurate post-buy comparisons. Data are reported in May (1Q), August (2Q), November (3Q) and February (4Q), and include all demos, day parts and markets, as well as average, low and high CPPs.
    - 4) SQAD Radio has all markets, 38 demographics, seven day parts, including weekends, three levels of costs, and CPPs and CPMs for actual purchased CPPs and CPMs for the current quarter plus projections for the next four quarters each month.
  - e. CREATE DIGITAL STRATEGY. The Contractor will utilize in-house digital strategists. Digital strategy will start with an audit of existing online platforms such as the campaign website, social media pages and search engine rankings. Next, the Contractor will

review competitors and identify key opportunities in the marketplace to most efficiently and strategically meet campaign needs. This will include a mix of organic recommendations such as website functionality and usability considerations, organic social and search engine optimization, and paid recommendations such as search engine marketing and digital display campaigns.

- f. DEVELOP COMPREHENSIVE MEDIA PLAN. After evaluating all the media, the Contractor will develop a comprehensive plan that outlines recommendations for media strategies, paid media budget per tactic, flight dates, target audiences, messages, message strategies and communication tactics to meet the stated objectives.
- g. REVIEW AND APPROVAL BY THE DIFS. The Contractor will work closely with the DIFS to present and explain the plan as needed to gain approval from the appropriate divisions or stakeholders if appropriate. The Contractor will adjust, iterate or refine the plan as necessary in order to secure these approvals.
- h. UPDATE PLAN AS NEEDED. The Contractor will update the annual media plan throughout the year as necessary to reflect any changes that impact the plan. The Contractor will ensure that an approved, up-to-date plan is available to the DIFS at all times throughout the year.

**DELIVERABLE:**

- *A comprehensive annual media plan for all DIFS campaigns outlining target audiences, messages, message strategies and communications vehicles, updated continuously throughout the year as needed.*

**5) Once this Media Plan is reviewed and approved by the Program Manager, the Contractor will proceed with developing individual Media Buys based on the Media Plans. The Contractor is required to submit these Media Buys to the Program Manager for review and approval. This must include:**

- a. **Paid media budget**
- b. **Target audience**
- c. **Flight dates**
- d. **Geography/media markets**
- e. **Advertising vehicles (TV, cable, radio, etc. and rationale)**
- f. **Media weight (gross rating point/GRP) levels and expenditures for each medium in each market**
- g. **Provide in-depth evaluation of all media vehicles (radio, television, print, outdoor, digital, etc.) available to the Department of Insurance and Financial Services throughout the State as requested by the Program Manager.**

Contractor's Plan:

1. Once the communication and media plan is approved by DIFS, The Contractor will proceed to negotiate the details and place the buy.
  - a. For known programs, media budgets for each campaign will be predetermined by the DIFS or the Contractor will work closely together to determine the appropriate media allocation of the overall budget. The Contractor will use the overall budget to determine the best mix of media for the plan. The Contractor will show budget allocations to each media type as part of the overall plan. In the case of new or unanticipated programs, to the Contractor will assist by counselling the DIFS on appropriate budget levels to meet campaign objectives.
  - b. All media proposals, including bonus and value added, will be evaluated as to how well they reach the target audience.
  - c. For known programs, flight dates will be set in accordance with the DIFS's goals and any seasonality considerations. The Contractor will apply deep understanding of the audiences and campaign objectives and good media theory to recommend flight dates that will meet campaign goals.
  - d. Geographic market selection or priority will be based on research findings or other inputs that help to define key problem areas, program goals or other issues known to the DIFS.

- e. The plan will detail the Contractor's recommended use of advertising units which will be a balance of affordability and effectiveness.
  - f. Media weight and expenditures are detailed in the plan using reach, frequency, CPP (cost per point), CPM (cost per thousand), total impressions and gross rating points (GRPs) in measured markets and other metrics (e.g., estimated impressions) in non-measured markets so that the Contractor, and the DIFS, know exactly what will be bought in each market.
  - g. The Contractor's evaluation of the media schedule begins the first day of the first flight. The Contractor will track media performance daily, especially in the case of short flights with high visibility. Digital media is tweaked as needed while the flight is running. The Contractor will collaborate daily among creative, PR, social and paid media teams to learn from audience insights and optimize at every possible opportunity. Comprehensive reports that detail the exact performance of all media types relative to the buy will be developed.
2. Brief Step-by-Step Overview: The actions taken to negotiate and place the buy include the following:
- a. Contact each media partner to request specific schedules that support the approved plan.
  - b. Compare each schedule's rating points with third-party research such as SQAD, assessing CPP and CPM to ensure the most competitive buy possible. The Contractor's typical goal is at least 25 percent lower than SQAD.
  - c. Double-check and pay close attention to the audience, making sure that the final buy is completely aligned with target audience groups.
  - d. Assess media weight relative to goals and determine the point of diminishing returns.
  - e. Cross-compare rates and inventory with other schedules that the Contractor have placed to make sure they are in line with other, similar buys.
  - f. Once the final negotiated rate is reached, the Contractor will then negotiate additional innovative ideas for activation, based on proposals and brainstorming from early engagement of media partners, which allows the Contractor to develop value-added placements, bonus weight and activation opportunities that are not on the rate card.
  - g. The entire strategic team is involved in assessing the bonus and value-add opportunities to ensure complete alignment with campaign goals and target audiences. Sometimes this is an iterative process.
  - h. After all final negotiations, for the core buy and the value-adds, have been completed and approved by the DIFS, with the Contractor will lock in the rates with media contracts, insertion orders and broadcast orders.
  - i. Custom reports will be created for each flight of the plan to clearly communicate this detailed and important information. The Contractor will use maps, graphics and tables to help organize the data to make it simple to quickly comprehend how all the different tactics work together to accomplish campaign goals.
  - j. Any changes to the media buy and schedule will be promptly updated so that the DIFS always has an up-to-date, approved plan.

**DELIVERABLE:**

- *A detailed planning report for the DIFS's review and approval that includes all of the important and relevant information requested by the Contract, such as the paid media budget, target audience definition, schedules and flight dates, geography and media markets, recommended advertising vehicles, advertising units and media weight (GRPs), and a plan for how the media will be evaluated throughout and at the conclusion of each campaign.*

**6) The Contractor is also responsible for advertising placement and must:**

- a. **Buy and negotiate radio, television, and cable air time, cinema, internet, publication space, outdoor and transit space, direct mail services, and any other media used for advertising and promotions projects. Negotiate matching spots, value added, bonus, and other creative means to further advertising reach.**

Contractor's Plan:

1. During this process, media vendors will be provided with final confirmation of target audience goals, reach and frequency/impression goals, and the ultimate goals of the campaign, and will be asked to provide recommendations for media placements, promotions, inventory and budget.
  - a. After a review of requests for proposal/inventory responses from qualified, reputable vendors, the Contractor will negotiate with each vendor to obtain the best value (including discounts and bonus placements) and positions for DIFS, with each individual vendor, and build a media schedule that meets the criteria agreed upon in the media plan. The Contractor will conduct multiple rounds of back-and-forth negotiation.
  - b. Once an agreement has been reached with each media vendor, the buy is considered completed. Signed orders are dispatched to all vendors and a detailed schedule is provided to the DIFS, listing purchased stations, publications and websites with spot schedules/impressions, discount/bonus value and timing. With the signed orders, the buy is considered "placed."
  - c. After the buy is placed and while it is in market, the Contractor will stay in close contact with vendors to ensure that schedules run as ordered. The Contractor will review screenshots for web placements and tear sheets for print placements, and will listen to air checks for radio spots to validate that creative is running correctly.
2. Negotiation doesn't end when the buy is placed. Media performance is monitored throughout the buy, and will be optimized as needed. Detailed media performance documents are provided to DIFS at regular intervals.
  - a. If there are any inconsistencies in quality, the Contractor will negotiate restitution value above the original order.
  - b. The Contractor's media director will review every vendor invoice against the buy to ensure that full agreed-upon value has been received before authorizing payment. Once third-party rating books (Arbitron, Nielsen) that coordinate with the Contractor's advertising periods have been released, the Contractor will post actual ratings against station-supplied estimates/projections. Any station that falls short on point delivery must provide a make-good schedule to ensure that full agreed-upon value is received.
3. The Contractor will attain value-added placements for DIFS of at least 25 percent of the GRP goal in the proposed media buy.
4. The first type of added value The Contractor will negotiate is additional inventory, similar in kind and quality to the core contract. The Contractor will maximize inventory as much as possible while remaining cognizant of a point of diminishing return. This effort will include additional spots/ad placements, improved day parts, campaign date extensions, etc.
5. Once the Contractor has attained a level of reach and frequency best suited to meet the campaign goals, rates will be negotiated.
6. The Contractor's final round of negotiation for value-added seeks opportunity for bonus spots in all assets available from the vendor. For example, broadcast stations also manage events, digital newsletters, social media assets, etc. While the paid media objective may be broadcast TV, the Contractor will extend the value of the overall media plan by obtaining value-added placement in each asset available.
7. Once maximum value of each contract is reached, the Contractor will issue a signed order clearly documenting all value-added. This contract will guarantee commitment from each vendor to execute the added value as originally agreed upon and will hold each vendor accountable for make-goods of any item that is listed in the signed order but not executed as promised.
8. In addition to traditional added value, the Contractor will optimize every element of the contract throughout the duration of each agreement. The Contractor will stay in close contact with media partners to take advantage of opportunities in the marketplace.
9. Once the Contractor has reached agreement on the specific value-added for each contract, it will be clearly documented and become part of the formal contract and insertion order provided to each respective vendor. This detailed process sets clear guidelines for deliverables. At the time of invoicing, the Contractor will review execution of value-added with the same scrutiny as paid media components to ensure delivery before invoice authorization.

Complete media analysis and metrics, including value-added and bonus placements, are detailed in post-buy media reports.

10. Added-value Contractor relationships include but are not limited to:

**Broadcast TV:** NBC, ABC, CBS, Fox, Michigan Association of Broadcasters (MAB), CoxReps.

**Cable TV:** Comcast, Charter, WOW Big Ten Network, ESPN and SEC Network, Michigan Cable Telecommunications Association (MCTA), and National Cable Communications.

**Digital Video Streaming:** Hulu, Roku, Sling Television, Tubi TV, PlayStation Vue, Xbox One, Crackle, Pluto, Spotify, Pandora.

**Radio:** iHeart Media, Radio One, Townsquare Media, Westwood One, CBS Radio and Disney, Macdonald Broadcasting, MAB.

**Digital Music Streaming:** Pandora, Spotify, Spartan Sports Network.

**Outdoor:** OUTFRONT Media, Adams and Lamar, Crossroads Outdoor, Wolverine Sign Works and Skyline Outdoor Advertising, Matrix Media.

**Digital Partners:** KORTX, Centro, Goodway Group, Valassis.

**Minority Media Partners:** Michigan Publishers Auxiliary (representing 25 minority publications), BLAC (part of the Metro Parent publication group in Southeast Michigan), The Arab American News, Michigan Chronicle, Black Perspective with Tyrone Bynum, The New Citizens Press, La Voz, Adelante, El Vocero, Latino Press, Keweenaw Bay Indian Community Newsletter and New Opinion.

**Merchandise/Giveaways:** The Contractor maintains multiple wholesale licenses and works closely with multiple ASI vendor partners to procure and develop custom merchandise and/or giveaway items in support of messaging goals; Mahoney and Associates, The Idea People, individual artists and entrepreneurs.

**Sports Marketing:** IMG College, Fox Sports College Properties, Learfield Sports, CBS Sports, Big Ten Conference, Professional Sports Publications Detroit Lions, Detroit Red Wings, Detroit Pistons, Detroit Tigers, Michigan International Speedway, Fox Sports College Properties/Michigan State University Athletics, Lansing Lugnuts, West Michigan Whitecaps, Traverse City Beach Bums, Grand Rapids Griffins, all professional sports teams, individual schools, Slam Dunk Sports Marketing

**Social partners:** Google Partners Program

**Public TV and Radio:** Michigan Radio, DPTV, WKAR, WUOM, WCMU and WGVU stations.

**Print:** Individual contacts at niche publications, statewide daily and community newspapers, and magazines throughout the state; Media Networks Inc., offering regional placement of print ads in top publications such as USA Today, People magazine, etc.; Michigan Press Association (MPA).

DELIVERABLE:

- An approved media schedule and buy detailing placements and all metrics, including value-added and bonus *placements*.
  
- b. **The Contractor must negotiate and purchase all forms of digital media including desktop and mobile if needed and approved by the Program Manager. The Contractor will continually optimize digital media throughout the campaign to make sure the best results are achieved.**
  
- c. **Work to extend the budget through innovative ideas, creative partnerships, and aggressive negotiation skills to leverage funding available for paid advertising.**

Contractor's Plan:

The Contractor has a variety of partners in traditional advertising (TV, radio, print and outdoor), emerging media, nontraditional advertising, and public relations that provide the opportunity to develop innovative ideas, maximize campaign exposure and negotiate for the best rates for the benefit of DIFS.

DELIVERABLE:

- *A steady stream of ideas and a resulting plan that optimizes and maximizes limited budget dollars with significantly extended media partnerships, value-adds and bonus placements.*
- d. Inform the Program Manager of and evaluate as requested any special or unique media placements or opportunities.**
- e. Identify and recommend opportunities outside of traditional paid advertising to reach specific audiences.**

Contractor's Plan:

The Contractor will assess all proposals for DIFS media opportunities, to evaluate with the project goals and objectives and to inform the DIFS of the opportunity and recommendations and rationale. Additionally, the Contractor will seek out special and unique media placements and opportunities on behalf of DIFS. The Contractor will leverage strong relationships with media vendors and track record of success as a responsive and engaged partner to receive first-look at emerging opportunities.

- f. Negotiate make-good media-weight for any under-delivery to be scheduled during the next applicable paid media flight.**

Contractor's Plan:

Throughout the duration of each contract, the Contractor will stay in close contact with vendors to ensure that all deliverables are executed as ordered. Depending on the specific features of the buy, verification may occur weekly, monthly or quarterly. The Contractor's media director will review and approve required documentation as outlined below before authorizing payment. The Contractor will require detailed reporting and proof of performance with each media buy. The Contractor will discuss the requirement with each vendor at the time the contract is executed to ensure that all parties are capable of providing the level of information required for invoice reconciliation.

Media Type	Required Verification Document
Print (Newspaper, magazine, etc.)	Invoice, tear sheets for each placement
TV	Invoice, affidavit, spot check
Outdoor	Invoice, photo sheet
Radio	Invoice, affidavit, spot check
Digital	Dashboard metrics
Social Media	Network insights, analytics reports

DELIVERABLE:

- *DIFS media deliverables executed as ordered or made good with appropriate placements of greater weight.*
- g. Conduct a post-buy review/analysis on the placement of media and the effectiveness of media buys in terms of cost, reach, frequency, continuity, and message dispersion requirements, etc. for each media campaign. No later than two months following the end of each media buy, the Contractor must submit this post analysis report to the Program Manager. The Contractor should use findings to refine current and future media plans.**
- h. Provide follow-up reporting to the Program Manager including invoice reconciliation and audience delivery assessments with an objective of receiving plus or minus 10 percent of the Gross Rating Points (GRP) goal in the proposed media buy.**



- i. **Provide a final report of the base buy plus the bonus weight no later than 60 days after the media buy and bonus have aired to the Program Manager. Return on Investment (ROI) for the bonus weight must be included in the report.**

**7) Placement services include not only paid media but also value-added media, Michigan Association of Broadcasters (MAB) media, Michigan Cable Telecommunications (MCTA) media, and Michigan Press Association (MPA) media.**

**8) The Contractor must cooperate and work in tandem with third-party media auditing services to periodically examine and audit advertising released through the various media to verify that quality, timing, position, and distribution are consistent with the approved plans, guidelines, and industry standards. If, for any reason, the auditing service finds these conditions are not met, it is the Contractor's responsibility to rectify the situation.**

**D. Traffic:**

**1) The Contractor is responsible for shipping/uploading all radio and television dubs, in the appropriate media formats, with traffic instructions, to stations in time to meet program deadlines.**

Contractor's Plan:

1. The Contractor will employ a full-time traffic manager and guarantee distribution and delivery by utilizing the following key processes and tools:
  - a) Insertion orders will be created and sent to each media vendor outlining the agreed-upon cost, deadlines and deliverables.
  - b) The traffic manager will work with the Contractor management software and the creative and production teams to ensure accurate execution and delivery.
  - c) The Contractor's management software will integrate all Contractor functions.: client service and project management, accounting, creative management, production management, traffic and media.
  - d) The Contractor will utilize a specific disclaimer to ensure file integrity: "Any alterations to this file by anyone who is not a staff member of Gùd Marketing will result in non-payment."
  - e) The Contractor will require confirmation emails from all media vendors upon acceptance of materials, including the disclaimer.

**E. Creative:**

**1) The Contractor must create high-impact, modest-budget creative strategies and tactics.**

**2) The Contractor must refresh existing ads as requested and develop new ad themes, campaigns, and campaign assets, including 30-second TV ads, radio ads, pre-roll, billboards, etc.**

**3) The Contractor must design collateral materials (such as banners, posters, radio liners, web banners, etc.)**

Contractor's Plan:

1. The approach to creative concepting will be similar to the approach used for strategy development:
  - a. A creative brief will be formulated based on the findings of the research and analysis steps and in alignment with the strategic plan, including the media plan. This brief is submitted to the DIFS for review and approval before the creative teams are launched.
  - b. The creative brief is used to launch the creative teams. The account manager, strategy director, research manager and media director are available to the creative teams throughout the process to address any questions or provide more information or deeper understanding if needed.

- c. The Contractor will strongly recommend conducting exploratory focus groups during the Discovery and Insights phase specifically to provide input to the process for creative concepting.
  - d. Multiple creative teams will work together to develop many ideas, which are presented and evaluated by the larger team.
  - e. Creative concepting will be an iterative process and requires many rounds of development, review, new ideas, review, more new ideas, etc., until the best ideas rise to the top and are ready for presentation to the DIFS and/or for testing, depending on the agreements made about the process at the launch meeting.
2. The Contractor will start with broad, high-level concepts that will work in any media and then adapt the approved concept to the appropriate media. Once the broad concept direction is approved the Contractor will immediately apply it first to 30-second television and then to 30- and 60-second radio.
    - a. TV spot development will begin with a treatment, an overall description of how the ad will flow, the tone of the ad, the general message and general visuals.
    - b. Once the treatment is approved, the Contractor will write a script that conforms precisely to the timing requirements.
    - c. The Contractor will develop storyboards in the form of illustrations displayed to help the DIFS visualize the sequence of the TV spot.
    - d. Once the script and storyboards are approved, the production process will begin.
  3. The Contractor will refresh any existing ads and develop additional materials such as collateral, banners, posters, etc. The creative process described in Section E.1 will be the same or similar for the development of all creative products, though would be abbreviated considerably for a simple refresh.

**DELIVERABLE:**

- *At least three creative concept directions presented as “advertising-like objects,” or ADLOBS, that include a campaign theme; benefit or tagline if appropriate; potential headlines; supporting copy points or key messages; and visual direction.*
- 4) The Contractor is responsible for developing or modifying advertising/marketing/creative concepts within established budgets, including but not limited to 30-second TV, 15-second internet pre-roll, and 30- and 60-second radio spots.**
  - 5) The Contractor is required to prepare a creative brief and present at least three (3) creative concepts, which the Program Manager reviews. One (1) concept is taken to final art or script and storyboard, which is routed for review and comment. Once changes are made and reviewed, the concept will receive final approval from the Program Manager to move forward.**
  - 6) All communications must be diverse and culturally competent.**
  - 7) All creative concepts/materials/productions must be copyright free, including non-rights managed visual materials (to be used in print, online, and other forms) and full buy-out (unrestricted use) of talent in all Michigan media (broadcast, cable, and online) for a minimum four-year period. The Contractor must ensure that in negotiations of talent rights, the State will be signatory on all talent/property rights.**
  - 8) The Contractor is responsible for developing, managing, and executing social media/new media strategies and deliverables (including mobile, interactive, Pandora) to complement advertising and earned media campaigns.**

Contractor’s Plan:

1. The Contractor’s process and the considerations for developing social media and new media recommendations and strategies include:

- a. Participate in campaign launch and planning meetings to ensure the integration of social media into the comprehensive strategic plan.
- b. Review overall marketing goals and objectives for the campaign.
- c. Based on marketing goals, determine social media, content marketing and other new media objectives that would assist in achieving those overall goals.
- d. Determine measures of success and reporting metrics that will be used to report success to DIFS.
- e. Consult in work plan and media planning stages to determine what paid social and new media tactics should be included.
- f. Research audit of industry best practices online, current DIFS assets and online audiences, and potential competitors' online performance and current campaigns.
- g. Develop social media and new media work plan, calendar and budget that will best promote advertising campaigns and deliver earned media campaigns to online audiences. This includes recommendations of new social channels not being used, based on goals and audience research.
- h. Development of all needed campaign deliverables. This includes content creation for social media ads, content marketing articles, online radio and video creation, and any photography and design needed.
- i. Continued value-added opportunities initiated throughout the campaign to help make it a success. This includes added digital elements to accompany content, home page takeovers, hero ads and pre-roll placement.
- j. Campaign implementation, ongoing monitoring and optimization of campaign while in market.
- k. Based on DIFS needs, the Contractor will assist in responding to and engaging and/or training DIFS teams on execution of implementation deliverables.
- l. Ongoing reporting throughout the campaign using an online dashboard that is updated in real time for DIFS, as well as final campaign results presented in a report based on success metrics.

**F. Production:**

**The Contractor is responsible for:**

- 1) Directing and coordinating all aspects of production for television and radio production, including seeking at least three (3) bids for best pricing. Video and audio production/filming/recording should take place within 60 minutes of Lansing, Michigan, when possible. This includes:**
  - a. Scouting locations**
  - b. Securing studio and/or voice recording facilities (voice studios must offer high-quality connections for off-site talent)**
  - c. Casting screening and talent recommendations**
  - d. Identifying music**
  - e. Providing Special effects**
  - f. Film shooting, recording, editing, and post-production**
  - g. Delivering rough cuts and finished spots to the Program Manager for final approval within the timeframe defined by the Program Manager, but no less than one (1) working day (in most cases rough cuts should be ready five working days after filming/recording)**
  - h. Producing and duplicating media materials as needed in a variety of formats including but not limited to Beta, Digital Beta, wmv files, mov files, mp3 files.**

Contractor's Plan:

- 1. The Contractor directs and manages all aspects of the production of approved concepts and scripts, including talent, music, crew, lighting, location and budget.
- 2. Detailed steps for video and audio production include:
  - a. Brief – guides all execution, including budget parameters
  - b. Kickoff meeting with the creative team
  - c. Script development

- d. Specs developed and discussed with potential production partners to ensure that ideas/scripts can be achieved within budget
  - e. DIFS review and approvals
  - f. Production bids (at least three bids to ensure best pricing/value)
  - g. Selection of production partner that is closely involved throughout the project to ensure quality and budget adherence
  - h. Development of storyboards, locations and props (video)
  - i. Casting, sound effects (SFX), music selections
  - j. Final scriptwriting
  - k. DIFS review and approvals
  - l. Production recording
  - m. Post-production edit
  - n. Final DIFS review and approval
  - o. Distribution to media outlets
3. The Contractor's creative director will serve as executive producer and is responsible for strategic oversight, guidance and coordination of all shooting, directing, recording, editing and post-production to ensure creative excellence. For production, the Contractor will engage trusted subcontractors who meet quality standards and work ethic.
  4. For every step of the process, DIFS will be invited to have as much or as little participation as they wish; for example, reviewing and selecting a production partner; and approving locations, talent, music, editing, etc., prior to final production.
  5. For broadcast deliverables (such as TV, video and radio), the Contractor will require a final approved script before production begins.
  6. The Contractor will audition talent on screen and scout locations. The Contractor will manage subcontractors to provide any other support necessary for success, including props, extras, etc.
  7. The Contractor will conduct a minimum of two rounds of edits for each video or audio spot, based on DIFS feedback. The Contractor will tightly manage the work in the editing studio to ensure that the process is timely and cost-effective.
  8. Once the Contractor's creative team has identified the type of voice needed, the Contractor will audition several voice talents and make a final selection. The Contractor's production manager will negotiate the contract, requiring unlimited-use licensing, and then coordinates timing. The Contractor's creative director will be present for recording to ensure fidelity to creative vision and script.
  9. The Contractor's creative team and production manager work together to identify and retain the best talent based on the goals, objectives and budget of the project. The Contractor's production manager handles all necessary arrangements with talent, including timing and travel.
  10. For animation, the Contractor will work with several talented vendors who specialize in animation and animation editing. The Contractor will originate the concept and look of the animation; the art director will develop key designs and still frames, and supplies these to the vendor. The vendor will then execute final animation, with management from the Contractor's creative team.
  11. The Contractor will work closely a production studio partner to identify the perfect theme or audio components needed to bring the concept fully to life.
  12. The Contractor is able to directly provide all digital video formats for broadcast and web. The Contractor's traffic manager, production manager and media director work together to ensure that all jobs have complete specifications on file, and deliver accordingly. The Contractor will work with trusted vendors to provide nontraditional and legacy formats.
  13. The Contractor will work closely with production studio partners to execute DIFS duplication needs.
  14. The Contractor's production manager will coordinate the creation of "dubs" with the production studio and will work with the media buyer to ship the dubs to each media outlet, based on the approved media schedule. The Contractor will maintain a master file of each TV and radio spot produced.
  15. The Contractor guarantees distribution and delivery by utilizing the key processes and tools identified in Section D.1.

**2) Producing internet/web project deliverables including:**

- a. Repurposed-TV ads
- b. Banner ads
- c. In-game ads
- d. Social media graphics, etc.

**3) Producing other project deliverables including:**

- a. Billboards
- b. Posters
- c. Banners
- d. Flyers
- e. Email marketing messages, etc.

Contractor's Plan:

1. Though the deliverables for traditional and new media are different in their form, the fundamental process for their development will be similar. Once the concepts have been approved, the Contractor will execute all creative elements accordingly. The Contractor has the ability to execute all elements of a campaign, from broadcast to print to web to collateral, public relations, earned media and social media, in-game ads (or ads in other digital venues) and so on, all working in sync and delivering consistent campaign messaging and elements to deliver results.
2. The Contractor will share assets across platforms to support consistency in campaigns and messaging. Television, video and print assets will be embedded into campaign websites. Television and video assets will be uploaded to the appropriate YouTube channels and shared through other social media channels where appropriate.
3. The Contractor will develop and manage digital campaigns that incorporate placements in various digital media, as well as banner ads, page takeovers and native advertising.
4. The Contractor's process for completing work incorporates the following steps, which will be managed jointly by the Contractor's account manager and traffic manager. The Contractor will use their agency management software system to help manage workflow and other Contractor functions.
  - a. Once the plans and creative direction have been approved, the Contractor's account manager will finalize the work plan so that all campaign deliverables are identified and scheduled. This final work plan and schedule will be sent to DIFS and shared internally with the entire team.
  - b. The Contractor's account manager will launch the internal team based on the approved strategy and will provide important guidelines to ensure that the team meets the deliverables.
  - c. The Contractor's account manager and traffic manager will work with the team daily to ensure that the proper resources are assigned and that review dates and deadlines are being met.
  - d. As each creative deliverable is completed, it will be routed through the appropriate Contractor staff to ensure fidelity to project goals, strategy, specifications, quality standards, production readiness, etc. For all web deliverables, the Contractor will ensure Section 508 compliance when appropriate.
  - e. All creative deliverables will be reviewed with DIFS for approval.
  - f. Requested changes will be made and final deliverables will be sent to DIFS for final approval. All creative will be proofed and/or tested multiple times throughout the process, but will always undergo a final proof as the last step.
  - g. Final approved deliverables will be trafficked to the appropriate media or other specified sources for placement.
5. The Contractor has complete in-house creative and production capabilities and employs both a full-time production artist and web designer/coder to manage and implement the final phase of the creative process, which will involve the preparation of print, fabrication or web-ready files that reproduce seamlessly for DIFS. The following will be considered to accomplish the tasks:
  - a. Final use of design, print, digital, web
  - b. Sizing the image to the correct medium
  - c. Image retouching, color management
  - d. Development of a high-resolution (HR) PDF; collection of native files for vendor use
  - e. Final file archiving

**G. Additional Services:**

**The Contractor must plan and organize special public relations events related to programs as requested by the Program Manager.**

The Contractor will routinely integrate public relations strategies and tactics into awareness campaigns to provide for the greatest possible impact on DIFS' target audiences and campaign goals. Public relations strategies and tactics recommended by the Contractor will be developed as part of the planning process and determined by the target audience definition.

**H. Implementation:**

**As a one-time project upon award, the Contractor must review existing campaigns and performance reports in order to provide recommendations to maximize value from the existing media mix.**

**1.1. TRANSITION**

**End of Contract Conversion Responsibility: At Contract expiration or termination, the Contractor must work with State personnel and other contractors, if applicable, to convert or transition all Contract Activities, services and data into an acceptable format for uploading into or importing into a State-owned database (also see Standard Contract Terms, Sections 25 and 32.e). The Contractor must work with the State and/or previous contractor during implementation of the transition plan to have an orderly transition to the new contractor if applicable. The Contractor must allow as many personnel as practicable to attend meetings and receive hardcopy and original/master electronic files (excel, PDF, InDesign, etc.) to help maintain the continuity and consistency of the services required by the Contract. The Contractor agrees to receive reasonable detailed specifications for all Contract Activities previously provided to the State to properly provide the Contract Activities required under the Contract.**

**2. ACCEPTANCE**

**2.1. ACCEPTANCE, INSPECTION AND TESTING**

**The State will use the following criteria to determine acceptance of the Contract Activities:**

**Before approving invoices for payment, the Program Manager will review deliverables and review invoices to verify costs are accurate. Contractor's invoices must include detailed information for the project. The State will pay the Contractor for its costs incurred related to the Deliverables plus mark-up based on the Contract rates. The State will reimburse the Contractor only for services and/or merchandise authorized by the State, approved by the Program Manager, and provided for in the purchase order. Payment will not exceed the amount approved by authorized estimate without submission and approval of a revised estimate. All invoices must reflect actual work done. Invoice and payment specificity will be agreed upon between the State and the Contractor per Section 6.1.**

**3. STAFFING**

**3.1. CONTRACTOR REPRESENTATIVE**

**Original Contract requirements for this Section apply.**

Contractor Representative:

Julie Krueger, Director of Client Services

Krueger@GudMarketing.com

517-853-3878 (direct)

**3.2. WORK HOURS**

**The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.**

### 3.3. KEY PERSONNEL

Original Contract requirements for this Section apply.

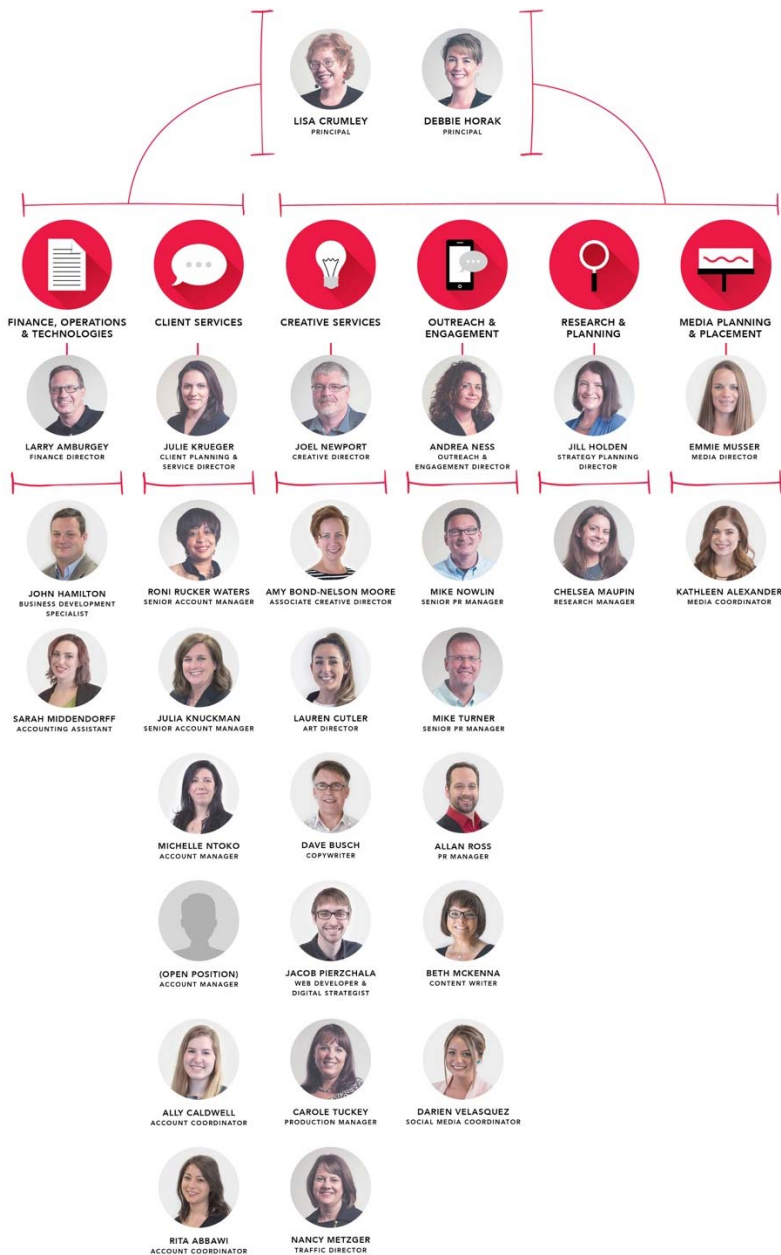
NAME	ROLE	RESPONSIBILITIES
Julie Krueger	Client Planning and Service Director	<ul style="list-style-type: none"> <li>• Manages project deadlines, deliverables and budgets</li> <li>• Oversees all projects in association with traffic, creative, paid media, social media, public relations, etc.</li> <li>• Acts as main point of contact between DIFS and the Contractor</li> </ul>
Jill Holden	Director of Strategy	<ul style="list-style-type: none"> <li>• Collaborates with account manager to translate DIFS business objectives into marketing strategies and oversees campaign formation</li> <li>• Provides implementation and program evaluation to ensure delivery of business and communications goals</li> </ul>
Chelsea Maupin	Research Manager	<ul style="list-style-type: none"> <li>• Leads all secondary and primary market research activities</li> <li>• Coordinates with DIFS' other research vendors when helpful</li> <li>• Provides information that identifies and defines target audiences</li> <li>• Participates in the development of creative and media briefs</li> </ul>
Emmie Musser	Media Director	<ul style="list-style-type: none"> <li>• Leads all media planning and placement efforts</li> <li>• Primary media contact between the Contractor and DIFS</li> </ul>
NAME	ROLE	RESPONSIBILITIES
Andrea Ness	Outreach and Engagement Director	<ul style="list-style-type: none"> <li>• Leads social media, content marketing and other digital strategies as a member of the team assigned to DIFS</li> <li>• Oversees the implementation of these strategies, where needed or appropriate</li> </ul>
Mike Nowlin	Senior Public Relations Manager	<ul style="list-style-type: none"> <li>• Leads all public relations and media relations efforts as a member of the team assigned to DIFS</li> </ul>
Joel Newport	Creative Director	<ul style="list-style-type: none"> <li>• Leads creative deliverables required for DIFS marketing and advertising</li> </ul>
Amy Moore	Associate Creative Director	<ul style="list-style-type: none"> <li>• Manages creative deliverables required for DIFS marketing and advertising</li> <li>• Provides design and art direction in multiple media formats including web, collateral, trade show booth design and handouts, advertising design, identity, information graphics and broadcast</li> </ul>

		<ul style="list-style-type: none"> <li>• Participates in campaign concept development</li> </ul>
Debbie Horak	Owner	<ul style="list-style-type: none"> <li>• As an owner, Horak has ultimate responsibility for ensuring that the Contractor satisfactorily meets contract requirements</li> <li>• Will provide oversight and guidance; answer questions that may arise and generally consult with DIFS and staff on strategies, ideas and implementation of this contract.</li> </ul>
Elissa (Lisa) Crumley	Owner	<ul style="list-style-type: none"> <li>• As an owner, Crumley has ultimate responsibility for ensuring that the Contractor satisfactorily meets contract requirements</li> <li>• Will provide oversight and guidance; answer questions that may arise and generally consult with DIFS and staff on strategies, ideas and implementation of this contract.</li> </ul>

### 3.3. ORGANIZATIONAL CHART

Original Contract requirements for this Section apply.





### 3.4. DISCLOSURE OF SUBCONTRACTORS

The Subcontractors remain unchanged from the original contract for this SOW.

### 3.5. SECURITY

The Contractor will be subject the following security procedures:

- A. The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.
- B. All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources (see

[http://michigan.gov/cybersecurity/0,1607,7-217-34395\\_34476---,00.html](http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html)). Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

#### **4. PROJECT MANAGEMENT/PROJECT PLAN**

##### **4.1 PROJECT MANAGEMENT**

- A. The Contractor must meet with the Program Manager, upon request of the Program Manager, to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel, etc. for every project.**
- B. The Contractor must provide account management that is proactive and flexible to meet changing business conditions.**
- C. The Contractor must take all reasonable precautions to guard against any loss to the State through the failure of suppliers to execute commitments properly.**
- D. The Contractor shall not begin any work on any project before the Program Manager has given formal approval and a work/expense authorization/purchase order has been issued and signed.**
- E. Upon failure to meet a predetermined deadline, the Contractor must provide an explanation for such failure as soon as it is known and submit an updated project schedule to the Program Manager.**

##### **4.2. PROJECT PLAN**

- A. The Contractor must develop a critical path development schedule providing sufficient Program Manager approval time frames from initial presentation of creative through the production and delivery of product.**
- B. Prior to beginning work on a specific task or deliverable as agreed upon by the Program Manager, the Contractor must provide the Program Manager with an updated Project Plan that is inclusive of the following:**
  - 1. Project creative brief**
  - 2. Proposed research, as appropriate**
  - 3. Proposed message strategies, including social media when appropriate**
  - 4. Timelines (including staff assigned, hours of effort and hourly rate)**
  - 5. Total anticipated costs**
  - 6. Any associated assumptions**
- C. The Program Manager must approve the Project Plan before work may begin.**
- D. The Contractor must carry out this Contract under the direction and control of the Program Manager. Within 10 calendar days of the Kick-Off Meeting (see Section 4.3.A), the Contractor must submit a final Project Plan to the Program Manager for final approval. This Project Plan will be updated throughout the Contract period for new projects/campaigns, media plan and marketing plan changes. The plan must include:**
  - 1. The Contractor's organizational chart with names and title of personnel assigned to the Contract, which must align with the staffing stated in accepted proposals.**
  - 2. A chart/table showing the breakdown of requirements in Sections 1. Requirements and 4. Project Management/Project Plan including tasks, sub-tasks, proposed timeline and the resources/staff assigned, within the estimated budgets throughout the term of the contract.**

**E. As this Contract is not limited to the programs identified, the Contractor will need to be able to balance existing programs with new projects/campaigns, media plans, and marketing plan changes.**

Contractor's Plan:

1. The Contractor will use step-by-step processes to develop plans, conduct research and complete creative work required to meet campaign deliverables. The Contractor will have a balance of being large enough to handle a significant volume of work and deliverables, but small enough to be flexible and unencumbered by the institutional limitations of larger agencies. The Contractor will meet DIFS needs or make changes as the need for them arises. The Contractor will place a high premium on customer responsiveness and stewardship, which means gathering resources and applying them to DIFS needs as they arise. The Contractor will work quickly and do everything possible within the Contractor's control to ensure that DIFS goals are met.
2. The Contractor's agency's principals and leadership team will meet at least weekly to review current and projected workload and the management and application of Contractor resources to ensure that all DIFS work can be efficiently and effectively managed. The Contractor's traffic manager will handle workflow and deliverables on a micro level, focusing on workflow over the short-term (e.g., days and weeks).
3. The Contractor will communicate regularly with DIFS, especially as it relates to managing workload and deliverables, and will plan to participate in dialogue with the DIFS about the impact of new programs or changes in its plans and priorities, and also will develop a plan of action to address the DIFS's needs.

Tasks and Subtasks	Resources and Staff	Timeline
Launch meeting with DIFS (within 10 days of contract award)	Account Manager Director of Media Media Coordinator	Weeks 1-2
Develop detailed work plan/critical path development schedule (requires DIFS approval)	Account Manager Traffic Manager Team as needed	Week 3
Background and materials audit, including audit of all existing materials	Account Manager Research Manager Director of Outreach and Engagement	Weeks 3-4
<b>Secondary and Primary Research</b>		
Conduct secondary research <ul style="list-style-type: none"> <li>• Best practices</li> <li>• Audience profiles</li> </ul>	Research Manager Media Director	Weeks 3-4
Conduct primary exploratory research (OPTIONAL)	Director of Strategy Account Manager Research Manager	Primary research is approximately 8 to 12 weeks process. If agreed upon, the project plan timing will be adjusted accordingly.
<ul style="list-style-type: none"> <li>• Define/confirm research goals and objectives (requires DIFS approval)</li> </ul>	Account Manager Research Manager	
<ul style="list-style-type: none"> <li>• Outline information needs/requirements (requires DIFS approval)</li> </ul>	Account Manager Research Manager	
<ul style="list-style-type: none"> <li>• Determine recommended methodology (requires DIFS approval)</li> </ul>	Account Manager Research Manager	

• Define sample requirements (requires DIFS approval)	Account Manager Research Manager	
• Develop research schedule/timeline (requires DIFS approval)	Account Manager Research Manager	
• Identify field subcontractor (requires DIFS approval)	Research Manager	
• Develop respondent screeners (requires DIFS approval)	Research Manager	
• Develop questionnaire/moderator guide (requires DIFS approval)	Account Manager Research Manager	
• Program survey (survey only) • Recruit focus group participants (focus groups only)	Research Manager Subcontractor	
• Pretest survey (survey only) (requires DIFS approval)	Research Manager Account Manager Contractor's Marketing Team	
• Execute/field the research	Research Manager Subcontractor	
• Analyze results	Research Manager	
• Draft report of research findings and implications (requires DIFS participation)	Research Manager	
Presentation to DIFS staff with all findings to date	Account Manager Research Manager Director of Strategy	Weeks 4-5

<b>Development of Marketing Communications Plan</b>		
Develop strategy, creative and media briefs to launch team on development of plan	Account Manager	Weeks 5
DIFS review and approval of strategy, creative and media briefs	Account Manager	Week 5
Present Marketing Communication Plan to DIFS that includes: <ul style="list-style-type: none"> <li>- Target audiences and message direction</li> <li>- Paid media recommendations with flight dates, GRPs and geography/media markets</li> <li>- Advertising vehicles</li> <li>- PR and social recommendations</li> <li>- Evaluation metrics</li> </ul>	Account Manager Director of Media	Weeks 10-11
<b>a. Develop Media Recommendations</b>		
Conduct media-specific research – for example, PRIZM, Experian Simmons, Rhizalytics, etc.	Media Director Media Coordinator	Weeks 6-7
Engage media partners to determine opportunities	Media Director	Weeks 6-8
Assess all media proposals using STRATA and SQAD	Media Director Media Coordinator	Weeks 8-9
Develop media recommendations for plan	Media Director	Weeks 9-10
Create media planning report (requires DIFS approval)	Media Director Director of Strategy Account Manager	Occurs at end of each buy period
Create custom reports for each flight of the DIFS plan (requires DIFS approval)	Media Director Account Manager	Timing to coincide with media placement
<b>b. Develop PR and Social Media Strategies and Deliverables</b>		
Review campaign goals and determine PR and social media objectives	Director of Outreach and Engagement	Week 6

Determine success and reporting metrics for both social media and PR	Director of Outreach and Engagement	Weeks 6-7
Audit: <ul style="list-style-type: none"> <li>Industry best practices for the category</li> <li>Current assets and online audiences</li> </ul>	Senior PR Manager	Week 7
Develop recommendations, calendar and budget for plan	Director of Outreach and Engagement Senior PR Manager	Weeks 8-9
Implement campaign	Director of Outreach and Engagement Senior PR Manager Social Coordinator	Week 11
Ongoing negotiation of value-added opportunities	Director of Outreach and Engagement Media Director	Ongoing
Ongoing monitoring and optimization of campaign while in market (requires DIFS approvals)	Social Media Coordinator	Ongoing
Ongoing management and response if needed (requires DIFS participation)	Account Manager	Ongoing
Ongoing reporting during campaign implementation	Account Manager	Weekly and/or monthly
Development and reporting of final campaign results	Account Manager	At the end of each campaign
<b>c. Develop Messaging Direction for Assets</b>		
Launch creative team with approved brief and approved strategy	Account Manager Creative Team	Week 6
Creative team(s) works to develop initial ideas for internal team review	Creative Director Art Director Copywriter	Weeks 7-9
Team reviews marketing strategy and multiple iterations of ideas and concepts and prepares for presentation to DIFS as part of plan	Creative Director Art Director Copywriter	Week 9
Layout of final creative concepts/messaging into ADLOBs for presentation	Art Director	Weeks 9-10
DIFS reviews creative and messaging	Account Manager	Weeks 10-11
The Contractor moves forward to implement approved direction and develops necessary assets for approved media plan	Account Manager Required Team	TBD
<b>Negotiate and Place Paid Media (once plan is approved)</b>		
Negotiate individual media placements, requiring multiple rounds of negotiation with each media vendor as needed, to gain the best value for DIFS	Media Director Media Coordinator	TBD
Negotiate value-added and bonus placements	Media Director Media Coordinator	TBD
At the completion of negotiations, signed insertion orders dispatched to media vendors	Media Director Media Coordinator	TBD
Detailed final negotiated media schedule provided to DIFS with spot schedules, impressions, discount/bonus value and timing; this step officially "places" the buy	Media Director Media Coordinator	TBD
Ongoing contact with all media vendors to ensure schedules run as ordered; validate the buy using such things as	Media Director Media Coordinator	Ongoing

screenshots, tear sheets, affidavits, spot checks, photo sheets, air checks, analytics reports and so on		
Ongoing monitoring of media performance and corresponding reports provided to DIFS, as well as restitution required from the media outlet	Media Director Media Coordinator	Ongoing
Evaluation of vendor invoices against the buy before authorizing for payment	Media Director Media Coordinator	Monthly
Post actual ratings against projections	Media Director Media Coordinator	Ongoing and final at conclusion of buy
Negotiate make-goods to ensure full value received	Media Director Media Coordinator	At conclusion of buy
Conduct post-buy analysis that includes in-depth analysis of all media vehicles, effectiveness of media buys in terms of cost, reach, frequency, message dispersion, etc.	Media Director Media Coordinator	Immediately at conclusion of buy
Final report of media buy effectiveness (base weight plus bonus) delivered to DIFS	Media Director Media Coordinator Account Manager	No later than 60 days after conclusion of the buy
<b>Implementation of Required Assets</b>		
Final work plan and schedule for campaign deliverables presented to DIFS (based on approved strategy, media recommendations and creative concept direction) (requires DIFS approval)	Account Manager Traffic Manager Production Manager Media Coordinator	TBD
Ongoing management of team to ensure deadlines are met	Account Manager Traffic Manager	Ongoing
Internal routing of creative deliverables	Account Manager Traffic Manager	Ongoing
Presentation of final creative deliverables to DIFS for approval (requires DIFS approval)	Account Manager Creative Director	TBD
DIFS-requested changes/refinements are made	Account Manager Creative team	TBD
Final route and proof prior to DIFS review	Traffic Manager Account Manager	TBD
Final deliverables resubmitted to DIFS for final approval	Account Manager	TBD
Approved deliverables are trafficked to the appropriate media source	Traffic Manager	TBD
<b>Project Management</b>		
Ongoing project management	Account Manager	Ongoing
Ongoing reporting	Account Manager Media Director Sr. PR Manager Social/Content Director	Ongoing
Attendance at DIFS meetings	Account Manager <i>(Others as needed/directed by Account Manager)</i>	As required
Presentations as needed <i>(Note: Presenters TBD depending on subject matter to be covered)</i>	Account Manager Media Director Sr. PR Manager Social/Content Director Director of Strategy	As required

	Research Manager Creative Director Contractor Principals	
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**F. The Contractor must have a documented process for addressing issues and changes as they develop throughout the Contract and state the individuals who are responsible for receiving/reacting to any issues/changes.**

Contractor's Plan:

1. The Contractor will assign an account manager to act as the lead contact for DIFS. It is the responsibility of the account manager to facilitate the resolution of any problems or changes that may arise during the course of the contract. The account manager's job will be to convene the right group of Contractor staff and/or DIFS, as appropriate, in order to focus on proper, quick and efficient handling of any issues. If for some reason the account manager cannot address an issue, the first people to go to will be the directors. For example:
  - a. For campaign creative and production issues, the account manager would tap the creative director and/or the production manager.
  - b. For media issues, the media director.
  - c. For issues of account management or contract requirements, at least one of the agency principals.
  - d. For social media or public relations, the outreach and engagement director.
2. For billing or financial issues, the Contractor's director of finance and at least one of the Contractor principals would be immediately informed and engaged.
3. Both agency principals will always available to staff and DIFS for any reason at any time.

**4.2. MEETINGS**

- A. In-person Kick-Off Meeting within 14 calendar days of the Change Notice Effective Date, at least once annually to review the Contract and deliverables, and once within the 30 days before Contract expiration. In the event of Contract expiration, additional meetings may be necessary for the Contractor to attend during the transition period.**
- B. Although there will be continuous liaison with the Contractor team, the Contractor must confer weekly through a conference call at a minimum, with the Program Manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise. The Contractor should also plan for monthly update/presentation meetings either in person or via conference call.**
- C. The Contractor must confer with the Program Manager upon request within 2 business days of contact to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel, etc.**
- D. The State may request other meetings, as it deems appropriate. The Contractor must meet in-person/on-site when deemed necessary by the Program Manager. The Contractor must conduct meetings with subcontractors independently as directed by the Program Manager.**
- E. The Contractor must have toll-free conference call capabilities available.**

**4.3. REPORTING**

- A. The Contractor must assemble reports, highlight key findings, and make clear recommendations to the Program Manager in correlation with all projects/campaigns in an agreed upon timeframe between the Program Manager and the Contractor.**
- B. The Contractor must submit, to the Program Manager, the following written reports:**

- 1) A report on the efficiency and effectiveness of all marketing, promotion, and campaigns/projects against the goals and objectives established for the campaign/project.
- 2) A brief written weekly summary of progress which outline the work accomplished during the reporting period and budget information by purchase order/project.
- 3) Periodic status report/presentations as requested by the Program Manager.
- 4) No later than two (2) weeks prior to a media buy, provide copies of the negotiated buy.
- 5) No later than two (2) months following the end of each media buy, a prepared final summary showing the amounts ordered and actually paid per station, publication or outdoor company. These summaries must be compiled by target group, by medium, by market, and showing a grand total. No-charge bonus or bonuses, or PSA schedules, must also be summarized quarterly in the same way.
- 6) No later than two (2) months following the end of each media buy, post analysis reports which compare any such schedule estimates against actual spot rotation deliveries.
- 7) No later than two (2) months following the end of each media buy, evaluation reports with supporting data, describing how the media buy accomplished the intended goals of the buy.
- 8) No later than one (1) month following quarter-end, quarterly reports on social media activity and engagement.
- 9) Any other related reports as requested by the Program Manager.

The Contractor will develop an online dashboard for real-time reporting of certain campaign metrics (especially digital tactics) as agreed upon by the DIFS program manager and the Contractor.

## **5. ORDERING**

### **5.1. AUTHORIZING DOCUMENT**

The appropriate authorizing documents for the Contract will be a signed Blanket Purchase Order as well as an Agency Issued Purchase Order and Project Plan.

## **6. INVOICE AND PAYMENT**

### **6.1. INVOICE REQUIREMENTS**

- A. The Contractor must provide detailed invoices for services rendered which clearly outline the scope of billing. The Contractor must provide complete backup with Contractor invoices including signed estimates and all original copies of third-party invoices. The Contractor must also provide reconciliation of all projects approved for pre-billing within one day at their completion.
- B. All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. (h) name(s) of person(s) who worked on project; (i) number of hours worked by each person. Overtime, holiday pay, and travel expenses will not be paid.
- C. Invoices will be approved based upon completion of deliverables within a pre-approved Project Plan. Payments will be made upon approval of the Program Manager. All invoices must reflect actual work done.



- D. The State shall reimburse the Contractor only for services and/or materials authorized by the Program Manager and purchase order. Payment shall not exceed the amount approved by authorized estimate without submission and approval of a revised estimate.
- E. The Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb) for current rates.
- F. The Contractor will not be reimbursed for personnel labor or other costs incurred in connection with client account services, meetings, commissionable advertising, or costs associated with membership in or attendance at industry conferences, seminars, etc. The Contractor will not be reimbursed for any overtime costs incurred by the Contractor or by any Subcontractor or supplier, unless such costs have been specifically identified in an approved work estimate.
- G. Expenses for packaging, handling, shipping, postage and freight, travel, meals, lodging and per diem paid to or on behalf of outside talent, and services acquired through the Contractor's internal facilities or parent or subsidiary organizations shall be billed at cost. Additionally, the following items must also be billed at cost: talent renewals, licensing fees, television and radio dubs, and satellite and communications uplinks.
- H. The Contractor must pass on all reductions in cost, such as volume and early payment discounts, to the State, in the fiscal year in which the originating expenses occurred.
- I. The Contractor must make timely payments to all subcontractors without waiting for State payment of corresponding invoices. The Contractor must maintain a line of credit for this purpose.
- J. The Contractor must allow 45 days from the date of receipt of accurate and complete invoices and backup for receipt of payment.

## **6.2. PAYMENT METHODS**

The State will make payment for Contract Activities by Electronic Fund Transfer (EFT). Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>.

## STATE OF MICHIGAN

Marketing and Advertising Services – Department of Insurance and Financial Services

### SCHEDULE B PRICING

1. Reserved.
2. Reserved
3. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

Quick Payment Terms: 2% 10 Net 30 except pass-through costs

4. Reserved.
5. The State can only commit funds in the fiscal year they are available; commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations.
6. All subcontracted work must be passed through at “cost” and include no mark-up of any kind: The State will not accept fees or commissions from subcontractors and suppliers, these Contractors shall be at a non-commissioned rate, no mark up. The Contractor must pass on all reductions in costs from subcontractors and suppliers.
  - A. The Contract awarded from this RFP will be part fixed (Account Management), variable (Creative and Production) and commission percentage (Media Placement) based Pricing as approved in the Project Plan per Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment as follows:

The estimated annual budget is currently \$79,085.68. The Contractor is paid per approved project (see Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment), not as a flat percentage of the total annual budget estimate.

#### 1. Account Management Services

- A fixed annual price will be used to compensate the Contractor for all Account Management services. The price is expected to compensate the Contractor for all Account Management services related to the project as identified in:
  - Schedule A Section 1. A Communications/Marketing
  - Schedule A Section 1.B Market Research
  - Schedule A Section 1.G Additional Services
  - Schedule A Section 1.H Implementation
  - Schedule A Section 4. Project Management/Project Plan
  - All overhead and expenses of the Contractor must be included in the fixed annual price (prorated on monthly invoices).

#### 2. Creative and Production Services

- A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative and Production services. The price is expected to compensate the Contractor for all Creative and Production services related to the project as identified in:
  - Schedule A Section 1.E Creative
  - Schedule A Section 1.F Production.

- Blended hourly rate is defined as the Not-To-Exceed hourly amount that will be paid to the Contactor for Creative and Production deliverables based on approved Project Plan.
- All overhead expenses of the Contractor must be included in the variable price.

3. Media Placement Agency Fee

- A commission percentage will be used to compensate the Contractor for all Media Placement services as identified in:
  - Schedule A Section 1.C Media
  - Schedule A Section 1.D Traffic
- The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media, on each project.

4. Pricing Table

Deliverable	Rate
1. Account Management Services – Fixed Annual Price	\$ 9,000
2. Creative and Production Services – Variable Blended Hourly Rate	\$ 125
3. Media Placement Agency Fee – Commission Percentage	7%
TOTAL BUDGET	\$79,085.68

**Notes:**

(1) The State of Michigan does not guarantee a minimum or maximum volume of services.



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**  
Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **4**

to

Contract Number **071B6600070**

<b>CONTRACTOR</b>	Pace & Partners, Inc., dba Gud Marketing
	1223 Turner Street
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
	*****6524

<b>STATE</b>	<b>Program Manager</b>	Robin Lott	MULTI
		517-241-3301	
		lottr@Michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 284-7021	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,903,815.00	\$395,000.00	\$4,298,815.00		

**DESCRIPTION**

Effective October 12, 2017, this Contract is hereby increased by \$395,000.00 for Department of Environmental Quality (DEQ) and their Statement of Work (SOW) changes are incorporated via the attached Change Notice 4, Attachment 1.

All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB procurement approval.

**Program Managers for  
Multi-Agency and  
Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
TED	Denise Flannery	(517) 373-4238	Flanneryd1@michigan.gov
DEQ	Carrie Geyer	(517) 284-5182	Geyerc1@michigan.gov
DEQ	Tiffany Brown	(517) 242-1376	Brownt22@michigan.gov
TREA	Robin Lott	(517) 241-3301	Lottr@michigan.gov

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## Change Notice 4, Attachment 1

Contract No. 071B6600070

This amendment is to add a program area to DEQ's Statement of Work (SOW).

The estimated budget is \$395,000.00 for this program area. This value is set at \$395,000.00 to accommodate potential future appropriations for the remaining term of the Contract which is valid through April 7, 2019.

**1) The following program area and language is hereby added to Schedule A, Background Section:**

DEQ has an immediate need for marketing and advertising services to help support the recovery and rebuilding of Flint, Michigan. Flint and Genesee County is the state's fourth largest metropolitan area and its future success is critical to the long-term economic vitality of the region.

In the wake of the water crisis, a lot of positive developments are happening in Flint and Genesee County. There are many good stories to share and a bright future ahead. It is important to create awareness and understanding among target audience groups of the continued successes related to businesses and jobs, in education and health, as well as the City's overall reputation.

**B. Flint and Genesee County**

Development and execution of a communication plan to get the word out to targeted audiences about the positive things happening in Flint. This will include communication strategies such as public relations, social media, content marketing and possibly traditional venues to reach our select audience groups.

The majority of existing materials about the Flint area are focused on water and can be found at: [Michigan.gov/flintwater](http://Michigan.gov/flintwater). The need exists to tell stories about the flint area that goes beyond the city's water quality improvements.

This work will provide new materials and information to support the long-term economic vitality of region and enhance the overall reputation of the city of Flint.

**2) Section H is hereby added to Schedule A, Section 1. Requirements:**

**H. Additional Services**

The Contractor must plan and organize special public relations events related to programs as requested by the Program Manager.

**3) The Program Manager for the Flint and Genesee Program area is Tiffany Brown; Phone (517) – 242-1376; Email: [brownt22@michigan.gov](mailto:brownt22@michigan.gov)**

**4) Other specific Schedule A Sections for this Program Area applies as follows:**

### **3.3. KEY PERSONNEL**

**Original Contract requirements for this Section apply.**

Contractor's Key Personnel:

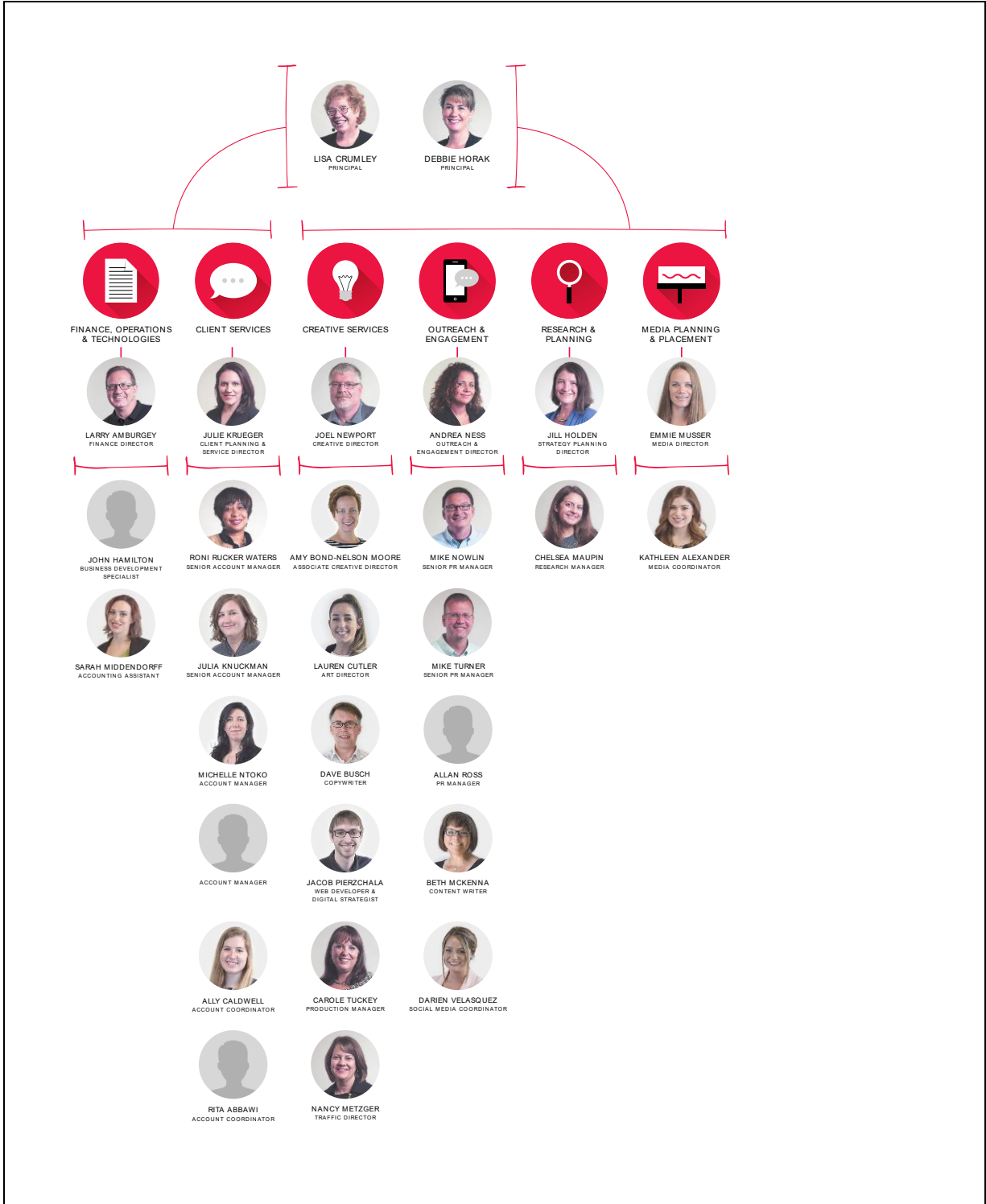
Key Staff Member	Role	Responsibilities
Debbie Horak	Principle	<ul style="list-style-type: none"> <li>As an owner, Horak has ultimate responsibility for ensuring that the Contractor satisfactorily meets contract requirements</li> <li>Will provide oversight and guidance; answer questions that may arise and generally consult with DEQ and staff on strategies, ideas and implementation of this contract.</li> </ul>
Julie Krueger	Client Planning and Service Director	<ul style="list-style-type: none"> <li>Manages project deadlines, deliverables and budgets</li> <li>Oversees all projects in association with traffic, creative, paid media, social media, public relations, etc.</li> <li>Acts as main point of contact between DEQ and Contractor</li> <li>Assists in managing agency resources to ensure that all DEQ needs are met – on time and on budget</li> <li>Consults with Account Manager as needed for planning, budgeting and any other DEQ needs</li> </ul>
Jill Holden	Director of Strategy	<ul style="list-style-type: none"> <li>Collaborates with Account Manager to translate client business objectives into marketing strategies and oversees campaign formation</li> <li>Provides implementation and program evaluation to ensure delivery of business and communications goals.</li> <li>Serves as focus group moderator, if appropriate</li> </ul>
Chelsea Maupin	Research Manager	<ul style="list-style-type: none"> <li>Leads all secondary and primary market research activities</li> <li>Coordinates with DEQ's other research vendors when helpful</li> <li>Provides information that identifies and defines target audiences</li> <li>Participates in the development of creative and media briefs</li> </ul>
Andrea Ness	PR, Social Media and Digital Content Director	<ul style="list-style-type: none"> <li>Leads social media, content marketing and other digital strategies as a member of the team assigned to DEQ</li> <li>Oversees the implementation of these strategies, where needed or appropriate</li> </ul>
Mike Nowlin	Senior PR and Policy Manager	<ul style="list-style-type: none"> <li>Leads all public relations and media relations efforts as a member of the team assigned to DEQ</li> </ul>
Emmie Musser	Media Director	<ul style="list-style-type: none"> <li>Leads all media planning and placement efforts</li> <li>Primary media contact between GÜD Marketing and DEQ</li> </ul>

Joel Newport	Creative Director	<ul style="list-style-type: none"> <li>Leads and manages all creative deliverables required for DEQ marketing and advertising</li> </ul>
Dave Bush	Copywriter	<ul style="list-style-type: none"> <li>Writes copy for all creative materials, including television and radio content</li> <li>Works as broadcast producer/director</li> <li>Participates in campaign concept development</li> </ul>
Amy Bond-Nelson Moore	Associate Creative Director	<ul style="list-style-type: none"> <li>Provides design and art direction in multiple media formats including web, collateral, trade show booth design and handouts, advertising design, identity, information graphics and broadcast art direction</li> <li>Participates in campaign concept development</li> </ul>
Carole Tuckey	Production Manager	<ul style="list-style-type: none"> <li>Manages production of all DEQ projects including developing estimates, negotiating vendor contracts and managing legal resources</li> <li>Creates detailed job specifications, recommending the best vendor for specific projects, and managing through final production</li> <li>Handles all press (and production) checks to ensure delivery of quality products</li> <li>Manages DEQ talent, as well as image, illustrative and broadcast licensing rights</li> </ul>

**3.3. ORGANIZATIONAL CHART**  
Original Contract requirements for this Section apply.



### Contractor's Organizational Chart:



### 3.4. DISCLOSURE OF SUBCONTRACTORS

Original Contract requirements for this Section apply.

## 4.2. PROJECT PLAN

### Contractor's Draft Project Plan:

Tasks and Subtasks	Resources and Staff	Timeline
Launch Meeting with DEQ (within 15 days of contract award)	Account Manager Director of Strategy PR/Policy Manager	Weeks 1-2
Develop detailed work plan/critical path development schedule (requires DEQ approval)	Account Manager Traffic Manager Team as needed	Week 3
Background and materials audit, including audit of all existing materials	Account Manager Research Manager Art Director	Week 3-4
<b>Research and Insights</b>		
Conduct secondary research	Research Manager	Weeks 3-4
Conduct primary exploratory research ( <b>optional</b> )	Director of Strategy Account Manager Research Manager	Primary research is approximately an 8- to 12-week process. If agreed upon, the project plan timing will be adjusted accordingly.
Define/confirm research goals and objectives (requires DEQ approval)	Account Manager Research Manager	
Outline information needs/requirements (requires DEQ approval)	Account Manager Research Manager	
Determine recommended methodology (requires DEQ approval)	Account Manager Research Manager	
Define sample requirements (requires DEQ approval)	Account Manager Research Manager	
Develop research schedule/timeline (requires DEQ approval)	Account Manager Research Manager	
Identify field subcontractor (requires DEQ approval)	Research Manager	
Develop respondent screeners (requires DEQ approval)	Research Manager	
Develop questionnaire/moderator guide (requires DEQ approval)	Account Manager Research Manager	
Program survey (survey only) Recruit focus group participants (focus groups only)	Research Manager Subcontractor	
Pretest survey (survey only) (requires DEQ approval)	Research Manager Account Manager Contractor's Marketing team	
Execute/field the research	Research Manager Subcontractor	
Analyze results	Research Manager	
Draft report of research findings and implications (requires DEQ participation)	Research Manager	

Tasks and Subtasks	Resources and Staff	Timeline
Presentation to DEQ staff with all findings to date	Account Manager Research Manager Director of Strategy	Week 4-5
<b>Development of Marketing Communications Plan</b>		
Develop strategy, creative and media briefs to launch team on development of plan	Director of Strategy Account Manager	Weeks 5
DEQ review and approval of strategy, creative and media briefs	Account Manager	Week 5-6
Present Marketing Communication Plan to DEQ which includes: <ul style="list-style-type: none"> <li>• Target audiences</li> <li>• Paid media recommendations with flight dates, GRPs and geography/media markets</li> <li>• Creative directions/messaging</li> <li>• Advertising vehicles</li> <li>• PR and social recommendations</li> </ul>	Account Manager Director of Strategy	Weeks 10-11
<b>a. Identify and Develop Creative Concepts Direction for Plan</b>		
Launch creative team with approved brief and approved strategy	Account Manager Director of Strategy Media Director Creative team	Week 6
Creative team(s) work to develop initial ideas for internal team review	Creative Director Creative teams	Weeks 6-7
Team reviews marketing strategy and multiple iterations of ideas and concepts and prepares for presentation to DEQ as part of plan.	Creative Director Creative teams Director of Strategy Account Manager	Week 8
Layout of final creative concepts into ADLOBs for presentation	Art Director Creative Director	Weeks 9-10
Creative concepts (2) presented as ADLOBs to DEQ for review and approval	Account Manager Creative Director	Week 10-11
DEQ final selection of one concept to move forward to implementation	Account Manager	Week 11
<b>b. Develop Media Recommendations</b>		
Conduct media-specific research, for example, PRIZM, Experian Simmons, Rhizalytics, etc.	Media Director Media Coordinator	Weeks 6-7
Engage media partners to determine opportunities	Media Director	Week 6-8
Assess all media proposals using STRATA and SQAD	Media Director Media Coordinator	Weeks 8-9
Develop media recommendations for plan	Media Director	Weeks 9-10
Create media planning report (requires DEQ approval)	Media Director Director of Strategy Account Manager	Occurs at end of each buy period
Create custom reports for each flight of the DEQ plan (requires DEQ approval)	Media Director Account Manager	Timing to coincide with media placement
<b>c. Develop PR and Social Media Strategies and Deliverables</b>		
Review campaign goals and determine PR and social media objectives	Review campaign goals and determine social media objectives	Week 6
Determine success and reporting metrics for both social media and PR	Determine success and reporting metrics for social media	Week 6-7

Tasks and Subtasks	Resources and Staff	Timeline
Audit industry best practices for the category	Audit industry best practices for the category	Week 7
Audit DEQ current assets and online audiences	Audit DEQ current assets and online audiences	Week 7-8
Audit potential competitors' online performance and current campaigns	Audit potential competitors' online performance and current campaigns	Week 7-8
Develop plan, calendar and budget (requires DEQ approval)	Develop plan, calendar and budget (requires DEQ approval)	Week 8-9
Implement campaign	Implement campaign	Week 11
Ongoing negotiation of value added opportunities	Ongoing negotiation of value added opportunities	Ongoing
Ongoing monitoring and optimization of campaign while in market (requires DEQ approvals)	Ongoing monitoring and optimization of campaign while in market (requires DEQ approvals)	Ongoing
Ongoing management and response if needed (requires DEQ participation)	Ongoing management and response if needed (requires DEQ participation)	Ongoing
Ongoing reporting during campaign implementation	Ongoing reporting during campaign implementation	Weekly and/or Monthly
Development and reporting of final campaign results	Development and reporting of final campaign results	At the end of each campaign
<b>Implementation: Negotiate and Place Paid Media (once plan is approved)</b>		
Negotiate individual media placements, requiring multiple rounds of negotiation with each media vendor as needed, to gain the best value for DEQ	Media Director Media Coordinator	TBD
Negotiate value added and bonus placements	Media Director Media Coordinator	TBD
At the completion of negotiations, signed insertion orders dispatched to media vendors	Media Director Media Coordinator	TBD
Detailed final negotiated media schedule provided to DEQ with spot schedules, impressions, discount/bonus value and timing. This step officially "places" the buy.	Media Director Media Coordinator	TBD
Ongoing contact with all media vendors to ensure schedules run as ordered. Validate the buy using such things as screenshots, tear sheets, affidavits, spot checks, photo sheets, air checks, analytics reports and so on	Media Director Media Coordinator	Ongoing
Ongoing monitoring of media performance and corresponding reports provided to DEQ, as well as restitution required from the media outlet	Media Director Media Coordinator	Ongoing

Tasks and Subtasks	Resources and Staff	Timeline
Evaluation of vendor invoices against the buy before authorizing for payment	Media Director Media Coordinator	Monthly
Post actual ratings against projections	Media Director Media Coordinator	Ongoing and final at conclusion of buy
Negotiate make-goods to ensure full value received	Media Director Media Coordinator	At conclusion of buy
Conduct post-buy analysis that includes in-depth analysis of all media vehicles, effectiveness of media buys in terms of cost, reach, frequency, message dispersion, etc.	Media Director Media Coordinator	Immediately at conclusion of buy
Final report of media buy effectiveness (base weight plus bonus) delivered to DEQ	Media Director Media Coordinator Account Manager	No later than 60 days after conclusion of the buy
<b>Implementation: Produce and Duplicate Creative Materials – As Requested (Print, Collateral, Digital, Outdoor, etc.)</b>		
Final work plan and schedule for campaign deliverables presented to DEQ (based on approved strategy, media recommendations and creative concept direction) (requires DEQ approval)	Account Manager Traffic Manager Production Manager Media Coordinator	TBD
Account manager launches internal team	Account Manager Creative team Traffic Manager	TBD
Ongoing management of team to ensure deadlines are met	Account Manager Traffic Manager	Ongoing
Internal routing of creative deliverables	Account Manager Traffic Manager	Ongoing
Presentation of final creative deliverables to DEQ for approval (requires DEQ approval)	Account Manager Creative Director	TBD
DEQ requested changes/refinements are made	Account Manager Creative team	TBD
Final route and proof prior to DEQ review	Traffic Manager Account Manager	TBD
Final deliverables resubmitted to DEQ for final approval	Account Manager	TBD
Approved deliverables are trafficked to the appropriate media source	Traffic Manager	TBD
<b>Implementation: Produce Media Materials – As Requested (Television, Radio, Video)</b>		
Final work plan and production/shooting schedule for campaign deliverables presented to DEQ (based on approved strategy, media recommendations and creative concept direction) (requires DEQ approval)	Account Manager Production Manager Creative Director Traffic Manager	TBD
Account manager launches internal team	Account Manager Creative team	TBD
Ongoing management of team to ensure deadlines are met	Account Manager Traffic Manager	Ongoing
Kickoff meeting with production team	Account Manager Creative team	TBD
Develop script (requires DEQ approval)	Creative Director	TBD
Solicit production bids (DEQ involvement/approval as desired)	Production Manager	TBD
Develop storyboards, locations, props (DEQ involvement/approval as desired)	Creative team	TBD

Tasks and Subtasks	Resources and Staff	Timeline
Casting, SFX, music selections (DEQ involvement/approval as desired)	Creative Director Production Manager	TBD
Final script (requires DEQ approval)	Creative Director Account Manager	TBD
Production recording (DEQ participation invited)	Creative Director Account Manager Creative team Subcontractor	TBD
Post-production edit	Creative Director Account Manager Subcontractor	TBD
Initial DEQ review and approval of rough cut	Creative Director Account Manager	TBD
DEQ requested changes/refinements made	Creative Director Account Manager	TBD
Second round edits (for DEQ review and approval)	Creative Director Subcontractor	TBD
TIA requested changes/refinements made	Creative Director Account Manager	TBD
Final deliverables resubmitted to DEQ for final approval	Creative Director Account Manager	TBD
Approved deliverables are shipped/trafficked to the appropriate media source with instructions in time to meet program deadlines	Traffic Manager Media Coordinator	TBD
<b>Project Management</b>		
Ongoing project management	Account Manager	Ongoing
Ongoing reporting	Account Manager Media Director Sr. PR/Policy Director Social/Content Director	Ongoing
Attendance at DEQ meetings	Account Manager <i>(Others as needed/ directed by Account Manager)</i>	As required
Presentations as needed <i>(Note: Presenters TBD depending on subject matter to be covered.)</i>	Account Manager Media Director Sr. PR/Policy Director Social/Content Director Director of Strategy Research Manager Creative Director Contractor Principals	As required

5) All other terms/conditions of the Contract and DEQ's original SOW remain unchanged.

## STATE OF MICHIGAN

### Marketing and Advertising Services – Department of Environmental Quality

#### SCHEDULE B PRICING

##### Flint and Genesee County Program Area

1. Reserved.
2. Reserved.
3. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
4. Quick Payment Terms of Original Contract Apply: 2% 10 Net 30 except pass-through costs.
5. Reserved.
6. The State can only commit funds in the fiscal year they are available; commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations.
7. All subcontracted work must be passed through at "cost" and include no mark-up of any kind: The State will not accept fees or commissions from subcontractors and suppliers, these Contractors shall be at a non-commissioned rate, no mark up. The Contractor must pass on all reductions in costs from subcontractors and suppliers.

**A. Pricing will be part fixed (Account Management), variable (Creative and Production) and commission percentage (Media Placement) based Pricing as approved in the Project Plan per Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment as follows:**

The estimated budget is currently \$395,000.00 for the term of 10/1/17 to 4/7/19. The Contractor is paid per approved project (see Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment), not as a flat percentage of the total budget estimate.

1. Account Management Services

- A fixed annual price will be used to compensate the Contractor for all Account Management services. The price is expected to compensate the Contractor for all Account Management services related to the project as identified in:
  - Schedule A Section 1. A Communications/Marketing
  - Schedule A Section 1.B Market Research
  - Schedule A Section 1.G Implementation
  - Schedule A Section 1.H Additional Services
  - Schedule A Section 4. Project Management/Project Plan
  - All overhead and expenses of the Contractor must be included in the fixed annual price (prorated on monthly invoices).

2. Creative and Production Services

- A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative and Production services. The price is expected to compensate the Contractor for all Creative and Production services related to the project as identified in:
  - Schedule A Section 1.E Creative
  - Schedule A Section 1.F Production.
- Blended hourly rate is defined as the Not-To-Exceed hourly amount that will be paid to the Contractor for Creative and Production deliverables based on approved Project Plan.
- All overhead expenses of the Contractor must be included in the variable price.

3. Media Placement Agency Fee

- A commission percentage will be used to compensate the Contractor for all Media Placement services as identified in:
  - Schedule A Section 1.C Media
  - Schedule A Section 1.D Traffic
- The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media, on each project.

4. Pricing Table

Deliverable	Total Price/Rate
1. Account Management Services – Fixed Term Price (10/1/18-4/7/19)	\$23,700
2. Creative and Production Services – Variable Blended Hourly Rate	\$125
3. Media Placement Agency Fee – Commission Percentage	7%
Program Area Budget	\$395,000.00





**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**

to

Contract Number **071B6600070**

<b>CONTRACTOR</b>	Pace & Partners, Inc., dba Gud Marketing
	1223 Turner Street
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
*****6524	

<b>STATE</b>	<b>Program Manager</b>	Robin Lott	MULTI
		517-241-3301	
		lottr@Michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 284-7021	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

**MET MARKETING & ADVERTISING SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		April 7, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,090,000.00	\$813,815.00	\$3,903,815.00		

**DESCRIPTION**

Effective September 15, 2017, this Contract is hereby increased by \$813, 815.00 for Talent Investment Agency (TIA) and their attached Statement of Work for the Skilled Trades Program is incorporated.

All other terms, conditions, specifications and pricing remain the same. Per vendor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on September 12, 2017.

Contract Number: 071B6600070

Change Notice Number: 3

**Program Managers  
for  
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	TREASURY	Robin Lott	(517) 241-3301	Lottr@michigan.gov
2	TIA	Denise Flannery	(517) 373-4238	Flanneryd1@michigan.gov
3	DEQ	Carrie Geyer	(517) 284-5182	Geyerc1@michigan.gov

Contract No. 071B6600070  
**STATE OF MICHIGAN**  
Marketing and Advertising Services – Talent Investment Agency  
**STATEMENT OF WORK**  
**CONTRACT ACTIVITIES**

This amendment is to broaden the reach of marketing and advertising services to accommodate skilled trades, which includes but is not limited to MAT2, Registered Apprenticeships, Pathfinder, and Going Pro for Talent Investment Agency's (TIA).

The estimated budget is \$813,815.00. This value is set at \$813,815.00 to accommodate the term of the program for the remaining term of the Contract which is valid through April 7, 2019.

**1) The following program area and language is hereby added to Schedule A, Background Section:**

Program areas may be added or removed as need/funding arise.

Skilled Trades Program

The Contractor will assist in evaluating, developing, and implementing advertising activities, primarily marketing collateral, for Registered Apprenticeship (RA), Pathfinder and procuring marketing merchandise for Going Pro. These activities should increase awareness of the Skilled Trades Program while promoting the many benefits by effectively delivering messages to maximize impact for the target audience and market.

Main deliverables to be accomplished for TIA:

1. Develop a logo, develop marketing and promotional strategy, conduct and deliver focus group information and develop paid media buys and public relations tactics for Registered Apprenticeships
2. Develop a logo, develop marketing and promotional strategy, conduct and deliver focus group information and develop paid media buys and public relations tactics for Pathfinder
3. Procure Marketing merchandise for Going PRO, Pathfinder and Registered Apprenticeships

Target Audiences:

The statewide target audience includes parents, students, teachers, counselors, job seekers and employers. The target audience may also include under-represented populations including WIOA youth, women, veterans, individuals with disabilities and minorities.

**2) The following Project Plan Outline and Pricing is hereby incorporated into the Contract.**

## Talent Investment Agency Outline of Marketing Needs

Marketing Activities for both Pathfinder and Apprenticeship Programs			
<b>Account Management Services</b>			
Contractor will provide all management, administrative and workflow functions associated with each campaign. This will include:			
<ul style="list-style-type: none"> <li>• Launch meeting</li> <li>• Material audit</li> <li>• Secondary research</li> <li>• Ongoing consulting and management</li> <li>• Monthly status updates and reports</li> </ul>			
<b>Deliverables:</b>			
<ul style="list-style-type: none"> <li>• Detailed work plan and timing</li> <li>• Secondary research</li> <li>• Ongoing project management and monthly status reports and updates</li> </ul>			
<b>Pathfinder Program Account Management Services Total Cost</b>			\$22,000
<b>Registered Apprenticeship Program Account Management Services Total Cost</b>			\$35,000
<b>Total Account Services - Fixed</b>			<b>\$57,000</b>
<b>Primary Research</b>	<b>Fixed Blended Rate</b>	<b>Estimated Hours</b>	<b>Estimated Costs</b>
<b>Pathfinders</b> program primary research will include the following: <ul style="list-style-type: none"> <li>• Contractor will conduct 15-20 interviews with key audience segments</li> <li>• Contractor will conduct focus groups to observe tool usage with key audience groups</li> </ul> <b>Deliverable:</b> Summary report of findings of all research and implications for campaign strategy, plan and messaging and future website evolution	\$125	280	\$35,000
<b>Registered Apprenticeship</b> program primary research will include the following: <ul style="list-style-type: none"> <li>• Contractor will conduct in-depth interviews (up to 10) with select representatives of audience groups (partners, employers, educators, parents, etc.)</li> <li>• Contractor will conduct two <b>statewide online surveys</b> to gain an understanding of what perceptions/knowledge students and parents have regarding apprenticeship programs.               <ul style="list-style-type: none"> <li>○ Development of two questionnaires (parent and student)</li> <li>○ Clean data and conduct analysis for key findings and implications of both surveys</li> <li>○ Presentation of summary research report</li> </ul> </li> </ul> <b>Deliverable:</b> Summary report of findings of all research and implications into actionable recommendations and plans for the campaign.	\$125	480	\$60,000
<b>Research Total Costs</b>			<b>\$95,000</b>
<b>Messaging, Creative and Media Relations Development and Implementation</b>	<b>Rate</b>	<b>Estimated Hours &amp; Outside Costs</b>	<b>Estimated Cost</b>

<p><b>Pathfinder program</b> The contractor will develop high-level messaging and themes, an overall strategy and approach to communication vehicles and creative direction.</p> <p><b>Creative and Materials</b></p> <ul style="list-style-type: none"> <li>Based on the campaign direction, media plan recommendations and approved creative concept direction, the contractor will proceed and develop the appropriate campaign materials.</li> </ul> <p><b>Grassroots and Earned Media</b></p> <ul style="list-style-type: none"> <li>Specific strategies and tactics for launching the Pathfinders website will be developed as part of the recommendations and could include tactics such as: <ul style="list-style-type: none"> <li>Key partnerships with stakeholders (i.e. schools, libraries, churches, career centers, etc.)</li> <li>Events and presentations</li> <li>Webinars and blogs</li> <li>Targeted email campaigns</li> <li>Press releases and media advisories</li> <li>Ongoing PR implementation</li> </ul> </li> </ul> <p><i>Deliverable: Actual materials TBD based on campaign direction, media plan recommendations and ongoing media outreach</i></p>	\$125	1,448 hours  Outside costs of \$35,000	\$181,000  Outside costs* of \$35,000
<p><b>Registered Apprenticeship program</b> The contractor will develop campaign message foundation, an overall strategy and approach to communication vehicles and creative direction.</p> <p><b>Creative and Materials</b></p> <ul style="list-style-type: none"> <li>Based on the campaign direction, media plan recommendations and approved creative concept direction, the contractor will proceed and develop the appropriate campaign materials. This may include: <ul style="list-style-type: none"> <li>Development of draft positioning statement</li> <li>Naming, logo and taglines</li> <li>Social and digital ads</li> <li>Videos</li> <li>Other creative assets as required by plan</li> </ul> </li> </ul> <p><b>Public Relations, Grassroots, Social</b></p> <ul style="list-style-type: none"> <li>Contractor will implement public relations and grassroots efforts based on short-term and long-term apprenticeship communications efforts. Specific strategies and tactics will be discussed and recommended, such as: <ul style="list-style-type: none"> <li>Secure key partnerships</li> <li>Event and presentation support and coordination</li> <li>Grassroots efforts and toolkit development</li> <li>Press releases and media advisories</li> <li>Recommend supplemental activities as needed</li> <li>Social media with key target audience groups</li> </ul> </li> </ul> <p><i>Deliverables: Actual materials TBD based on campaign direction, media plan recommendations and ongoing social and media outreach</i></p>	\$125	1,710 hours Outside costs of \$100,000	\$213,750 Outside costs* of \$100,000
<b>Total Messaging, Creative and Media Relations – Blended Hourly Rate</b>	<b>\$125</b>	<b>3,158 hours</b>	<b>\$394,750 Plus Outside Costs* of \$135,000 = \$529,750</b>
<b>Paid Media</b>	<b>Estimated Annual Media Placement</b>	<b>Price</b>	<b>Estimated Media Placement Fee</b>
<p><b>Pathfinder program</b> Contractor will develop final media recommendations after research phase is complete. We anticipate implementing paid social and digital advertising. Contractor will:</p> <ul style="list-style-type: none"> <li>Secure proposals/schedules from media partners and assess</li> <li>Negotiate buy and value-adds</li> <li>Develop media contracts and insertion orders</li> <li>Monitor media performance daily and weekly</li> </ul>	\$30,000	7%	\$2,100

<b>Registered Apprenticeship program</b> Contractor will develop final paid media schedule based on the research findings and recommended strategic direction. We anticipate a more comprehensive mix of media tactics. Contractor will: <ul style="list-style-type: none"> <li>• Secure proposals/schedules from media partners and assess</li> <li>• Negotiate buy and value-adds</li> <li>• Develop media contracts and insertion orders</li> <li>• Monitor media performance daily and weekly</li> </ul>	\$100,000	7%	\$7,000
<b>Total Media Placement Fee</b>			<b>\$9,100</b>
<b>Additional Funds available for Outside Costs* for either Program</b>			<b>\$2,065</b>
<b>Media Placement</b>			<b>\$120,900</b>
<b>Estimated Total</b>			<b>\$813,815</b>

\* Outside Costs include items from suppliers such as production for videos, printing for materials, event costs, buying mailing lists, giveaways, etc. Any Going Pro marketing merchandise will be procured utilizing the outside cost budgets identified above. These costs are subject to Section 3.4.A of TIA's original Statement of Work.

**3) All other terms/conditions of the Contract and TIA's original SOW remain unchanged.**



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 2

to

Contract Number 071B6600070

<b>CONTRACTOR</b>	Pace & Partners, Inc., dba Gud Marketing
	1223 Turner Street
	Lansing, MI 48906
	Debbie Horak
	517-267-9800
	horak@gudmarketing.com
*****6524	

<b>STATE</b>	<b>Program Manager</b>	Robin Lott	TREA
		517-241-3301	
		lottr@Michigan.gov	
	<b>Contract Administrator</b>	Mary Ostrowski	DTMB
		(517) 284-7021	
		ostrowskim@michigan.gov	

**CONTRACT SUMMARY**

<b>MET MARKETING &amp; ADVERTISING SERVICES</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW</b>
April 8, 2016	April 7, 2019	2 - 1 Year	April 7, 2019
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
2% 10 Net 30 except pass-through costs		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

<b>DESCRIPTION OF CHANGE NOTICE</b>				
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>		April 7, 2019
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$2,990,000.00	\$100,000.00	\$3,090,000.00		

**DESCRIPTION**

Effective April 7, 2017, this Contract is:  
 1. Increased by \$100,000.00 for State of Michigan Department of Environmental Quality (DEQ) use.  
 2. Amended to include DEQ's Statement of Work (SOW), and Program Manager, attached.

All other terms, conditions, specifications and pricing remain the same. Per vendor and Agency agreement and DTMB Procurement approval.

Contract Number: 071B6600070  
Change Notice Number: 2

**Program Managers  
for  
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	TREASURY	Robin Lott	(517) 241-3301	Lottr@michigan.gov
2	TIA	Denise Flannery	(517) 373-4238	Flanneryd1@michigan.gov
3	DEQ	Carrie Geyer	(517) 284-5182	Geyerc1@michigan.gov



**STATE OF MICHIGAN**  
Marketing and Advertising Services – Department of Environmental Quality  
**Schedule A**  
**STATEMENT OF WORK**  
**CONTRACT ACTIVITIES**

**PROJECT REQUEST**

This Contract is amended to include this Statement of Work (SOW) for Department of Environmental Quality (DEQ) Marketing and Advertising Services.

The estimated budget is \$50,000.00 for one year. DEQ's Contract value will be set at \$100,000.00 to accommodate potential future appropriations for the remaining term of the Contract which is valid through April 7, 2019.

All other terms/conditions of the Contract remain unchanged.

**BACKGROUND**

DEQ has an immediate need for marketing and advertising services for one specific program, Brownfield Redevelopment. Brownfield properties are those in which the redevelopment or reuse of the property may be complicated by the presence or perception of contamination. The Remediation and Redevelopment Division (RRD) provides financial and technical assistance including grants, loans, and tax increment financing to help facilitate the redevelopment of brownfield properties. Revitalizing and redeveloping these properties protects the environment, reuses existing infrastructure, minimizes urban sprawl and creates economic opportunities.

It is important to create awareness and understanding of the impact the brownfield redevelopment program has both environmentally and economically. For this program to be sustainable, the success of the program is a story that needs to be told. DEQ is in the process of creating a number of success story documents and videos.

Program areas may be added or removed as need/funding arise. Current program areas include:

A. Brownfield Redevelopment

Target audience:

Wide range including communities, public officials, developers, stakeholder groups, and various organizations that may utilize these properties for development.

Current status:

The program has existing materials, videos, and success story documents.

DEQ expects that production services will not be utilized for this project. Although production services are not needed at this time, the section will be included as part of the Contract to accommodate any future needs that may arise throughout the Contract term.

Additional information at:

[http://www.michigan.gov/deq/0,4561,7-135-3311\\_29262---,00.html](http://www.michigan.gov/deq/0,4561,7-135-3311_29262---,00.html)

The Contractor will actively manage workload and agency resources to ensure that DEQ receives service and responsiveness.

- The DEQ will have a specific account manager assigned to manage the day-to-day work and projects. The Contractor will carefully monitor each account manager's load to make sure that all clients can be serviced appropriately.

- The Contractor employs a full-time traffic manager who will work closely with all account managers and creative staff to ensure that deadlines and deliverables are known and met. The traffic manager also interface with all media to ensure that media deliverables and deadlines are met.
- Senior Contractor staff will be involved in DEQ's work and will provide direction, guidance and quality assurance for the strategic and creative work completed on behalf of the DEQ.
- The Contractor employs a full-time production manager who will play a key role in quality assurance for the production of every deliverable.
- Contractor principals will be involved and available to staff and DEQ 24/7 if needed.

The Contractor will assure outstanding level of customer service by:

- Assigning a distinct account manager to be responsible for all Contractor efforts on behalf of the DEQ (see staffing chart).
- Continuing to use Contractor systems for managing work and deliverables (Contractor management system, on-the-ground traffic management, quality assurance and active production management).
- Regular check-ins with the DEQ to ensure that its needs are being met.

The Contractor will be deeply committed to the DEQ and its work and mission. The Contractor will work hard to ensure that the goals and objectives of the brownfield redevelopment program are met or exceeded.

## 1. REQUIREMENTS

**The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:**

### **A. Communications/Marketing:**

- 1) The Contractor must develop communication plans for projects/issues for appropriate target audiences, messages, message strategies, and communication vehicles that help meet stated objectives of each marketing and communications project initiated by the DEQ.**

Contractor's approach to marketing and advertising:

1. Launch
2. Discovery and Insights
  - a. Audit
  - b. Secondary Research
  - c. Primary Research
  - d. Briefs
3. Strategy & Planning
  - a. Strategic Plan
  - b. Campaign Strategy
  - c. Media Plan
4. Implementation
  - a. Creative Concepts
  - b. Creative Development
  - c. Campaign Development
5. Measurement

The following steps outline how the Contractor's approach applies to developing a comprehensive annual communications/marketing plan that will address DEQ's brownfield redevelopment program, and would also be followed for any special or additional initiatives that may become a high priority during the contract.

**Step 1: LAUNCH.** The Contractor will facilitate a formal launch meeting with the two core teams (DEQ and Contractor). This meeting will provide the opportunity to:

- Identify and clarify all goals and objectives for brownfield redevelopment program or any other initiatives slated for the upcoming year or period.

- Share or exchange relevant information such as background; recent survey data; recent qualitative findings (for example, focus group findings, interview findings); compliance guidelines; relevant trends or other statewide and national information, etc.
- Discuss timing requirements, milestones and deadlines.
- Discuss logistics, review and approval requirements, preferred methods of communication, etc.

**DELIVERABLES:**

- *Conference report of the meeting, including all agreements made.*
- *Detailed work plan and final budget allocations for each phase of the work.*

**STEP 2: BACKGROUND REVIEW AND AUDIT.** The Contractor will assign a small team (account manager, research manager, and strategy director) to review all important background information, including any existing or recent campaigns or communications efforts, campaign performance reports and other information shared by the DEQ at the launch meeting. The Contractor will become familiar with what the DEQ has done and its results.

**DELIVERABLE:**

- *Brief summary of findings emphasizing potential implications or action items for both the annual plan and the program and campaign strategy for each program or initiative covered by the comprehensive plan.*

**STEP 3: SECONDARY RESEARCH.**

The Contractor will conduct secondary research to add to and update Contractor's existing knowledge as well as to identify and assess:

- Current best practices in the category from other states, programs, federal agencies, etc.
- Secondary data that will help define and deepen the Contractor's understanding of the target audience groups for each program, including their perceptions, motivations and media habits. Potential sources could include academic research, trade associations, findings or practices from stakeholder or associate groups and any other sources in the private sector, PRIZM and other omnibus surveys and resources.

**DELIVERABLE:**

- *Consolidated summary of findings emphasizing potential implications or action items for the annual comprehensive plan, including each program and campaign strategy and approach.*

**STEP 4: OPTIONAL PRIMARY RESEARCH.** If agreed upon by DEQ and GÜD Marketing, as needed. The Contractor will provide an optional primary research step in the plan development process. The Contractor may recommend primary research if it appears necessary based on the results of steps 1, 2 and 3 above. The Contractor will likely recommend primary research if there are significant gaps in knowledge and understanding or the need for current information about attitudes and perceptions. Depending on the information needed, the Contractor may recommend either quantitative (survey) or qualitative (interviews or focus groups) research, or both, to provide needed inputs into campaign strategy and messaging.

- Survey research can be used to quantify current information. Survey research would likely be used for such efforts as:
  - Developing a baseline measurement of perceptions, attitudes and behaviors.
  - Identifying key target audience groups for any given initiative and establishing their baseline perceptions, attitudes and behaviors.
  - Follow-up with key target audience groups to measure impact of campaigns on perceptions, attitudes and behaviors.
- Focus groups or interviews can be used to explore thoughts, beliefs and feelings more deeply and are often used to help craft campaign messaging and creative direction.

Primary research may be timed to follow the completion of the annual comprehensive plan. This decision will be made with strong input and collaboration from the DEQ. If the Contractor proceeds with this

course, the findings of the primary research will be incorporated into the annual comprehensive plan to ensure that an accurate, up-to-date plan is available at all times.

**DELIVERABLES:**

- *Brief summary of findings emphasizing potential implications or action items for annual comprehensive plan, including each program and campaign strategy and messaging approach.*
- *Presentation of all work to this point to the DEQ Program Manager or core team, and others as appropriate if requested by the DEQ Program Manager. Presentation will summarize key findings and implications from the Discovery and Insights phase of Contractor's work (audit, secondary research and primary research if needed) and will provide an opportunity for DEQ staff to vet and add to the information to date.*

**STEP 5: DEVELOP STRATEGY AND MEDIA BRIEFS.**

The Contractor will consolidate and summarize all the findings in the initial exploratory and research steps into strategy, media and creative briefs for review and approval by the DEQ Program Manager. The briefs will include relevant insights from the audit and secondary and primary research that are critical to the development of strategy, media planning, messaging and creative. Insights into each target audience group (their motivations, potential calls to action and other findings) will provide a deep understanding of the audience groups and contribute to messaging and creative development that will get their attention, connect with them in a meaningful way, and motivate them to think and behave differently.

**DELIVERABLE:**

- *Strategy and media brief document(s) for discussion, DEQ Program Manager review and approval that include detailed customer profiles and critical information that will guide the Contractor's team as it begins developing impactful messaging, media plans and creative to reach the specific target audiences.*

**STEP 6: DEVELOP COMPREHENSIVE PLAN AND PROGRAM STRATEGIES PER THE BRIEF.**

The Contractor will convene its core strategic team (director of strategy, creative director, director of content and social media, account manager) and other Contractor resources as necessary to develop the recommended comprehensive plan and strategy for review by and approval from the DEQ Program Manager. The comprehensive plan will address such points as:

- Goals and objectives
- Target audience definition and motivations presented in a way that explains the audience's current beliefs and perceptions and what we want them to understand, know and believe and how we may want them to behave differently
- Potential key messages for each target audience group that will help them shift their current beliefs and perceptions to the desired state of knowledge, beliefs and behaviors
- Recommended strategies and tactics with accompanying calendar and budget
- Media plan (high-level media recommendations)
- Recommended metrics for campaign evaluation
- A detailed calendar of milestones for work and decision-making for each program or initiative covered by the plan

Marketing strategy will be led by the Contractor's in-house research, planning and strategy group and is developed with a strong foundation in research and fact-finding. The Contractor's team will work collaboratively and independently in brainstorming and vetting ideas, which will be evaluated and built into a strategy/plan document for presentation, discussion, review and approval by the DEQ Program Manager. The work done in the Discovery and Insights phase and then consolidated into the strategy brief will provide the criteria by which the strategic ideas are assessed. The proposed strategy will be routed through and reviewed by multiple Contractor staff to ensure that it provides the best possible recommendations.

**DELIVERABLE:**

- *Comprehensive plan and strategy document that details Contractor's recommendations for target audience groups, high-impact key messages that will resonate with the target audience groups,*

*strategies, tactics and media recommendations to reach them, and a corresponding calendar, as well as budget recommendation and evaluation metrics.*

**2) The Contractor must identify new and emerging cost-effective ways to reach target audiences.**

The Contractor will be mindful of and committed to finding and employing the most affordable methods that effectively reach the target audiences. The Contractor will assess these opportunities on a regular basis to ensure alignment with program goals and communications strategy.

The Contractor's key team members assigned to the DEQ SOW will convene regularly during the planning and development phases of the work to generate potential ideas for developing impactful and successful campaigns. This group will be well oriented to campaign goals, objectives, strategic imperatives and target audience groups.

The factors that contribute to the Contractor's ability to successfully identify new and emerging cost-effective ways to reach target audiences are:

1. Deep knowledge of the target audience groups, first and foremost. The Contractor commits to efficiently reaching the right people with the right message in the right way at the right time.
2. The Contractor will pull insights into the target audience groups from all sources, secondary and primary. These insights form the basis for identifying new ways to reach audiences. The Contractor will extend reach by using social media, leveraging up-to-date knowledge and information from Michigan's media outlets, staff expertise, and professional affiliations and industry conferences.

**B. Market Research**

**1) The Contractor must conduct market/audience research, as appropriate, to better assess and understand the target populations that the State is trying to reach with its communication efforts. This research may include the use of databases such as Nielsen, PRIZM, intercept surveys, focus groups, observational research, telephone surveys and other tools as approved to help determine/refine message and creative strategies.**

The Contractor will use research information to inform all aspects of communications and marketing campaigns:

1. Strategy
2. Messaging and creative concepts
3. Media recommendations

Secondary research will always part of the Contractor's development process and will be automatically built into the Contractor's approach.

Primary research will be performed as needed and requested by the DEQ Program Manager.

If the DEQ has determined that primary research will be important from its perspective, the Contractor will begin the research process at the launch meeting. If not, the Contractor will make a determination during the audit and secondary research steps of the Contractor's process and present a recommendation for research. The Contractor's approach to research includes the following steps:

**STEP ONE: DEFINE THE RESEARCH IN DETAIL.** The first step in the research process will build out the initial plan in more detail. The Contractor will work through the following issues/questions and make recommendations with DEQ Program Manager checkpoints and approvals throughout the process.

1. Clarify/confirm research goals and objectives. (What do we want to accomplish with the research?)
2. Outline information needs/requirements from the research findings. (What will we learn from the research?)
3. Determine appropriate methodology. (How should we conduct the research? Do our goals lend themselves more to qualitative or quantitative methodology? Which precise methodology is best for this project?)

4. Define in detail the sample requirements. (With whom should we conduct this research? With whom should we talk – and why?)
5. Develop a schedule to ensure that the research findings are timely. (When do we need the information in order for it to have an impact on our work?)

STEP TWO: IDENTIFY A FIELD PARTNER. The Contractor will work with a partner who actually fields the research. The Contractor will lead all the development activities and is responsible for the “front end,” but will rely on a partner for the “back end” of the process, such as survey coding, respondent recruitment, data cleaning and tabulation, etc. The Contractor will employ a competitive bidding process to determine the right partner for any primary research.

STEP THREE: DEVELOP AND APPROVE RESPONDENT SCREENERS that determine who qualifies to complete the survey or participate in the interviews/focus groups.

STEP FOUR: DEVELOP THE QUESTIONNAIRE (SURVEY ONLY) OR MODERATOR GUIDE (FOCUS GROUPS ONLY). Construct the questions and the flow of the survey or discussion.

STEP FIVE (SURVEY ONLY): PROGRAM THE SURVEY. Once the questionnaire is developed, the Contractor’s fielding partner works to program it into the system, accounting for the proper ordering of questions and skip patterns as needed.

STEP SIX (SURVEY ONLY): PRETEST THE SURVEY. The survey will be pretested by representatives from the Contractor, the research-fielding firm, the DEQ, etc. to ensure that the questions are programmed correctly and in the correct order. The Contractor will look to pretest the survey with people who have no experience with it to ensure that it is easily understood and easily completed.

STEP SEVEN: EXECUTE THE RESEARCH. At this step, the research goes into the field for the data collection.

- For a survey, the survey will be deployed to respondents who satisfy the screening criteria. The Contractor will track completions daily, for total completes and to ensure that sample quotas for specific groups we want to have represented are being satisfied. The Contractor will stay in the field as long as needed to obtain a good-quality sample of adequate size to analyze.
- For focus groups or interviews, respondents will be recruited to participate and invited to attend a group discussion or interview on a specified day and at a specified time. Typically, group discussions will be held at a specialized facility that will allow for viewing by DEQ and Contractor staff. Focus group sessions will often be video- or audio-taped to provide the opportunity for anyone who was unable to attend to hear the discussion firsthand.

STEP EIGHT: ANALYZE THE RESULTS AND REPORT THE FINDINGS.

The Contractor will conduct a thorough analysis of the findings of the research with special attention to the conclusions and implications that will inform the campaign.

- For a survey, the data will be cleaned first and then tabulated for review. For focus groups or interviews, key findings will be outlined and described.

DELIVERABLE:

- *Presentation of research findings and implications to the DEQ in the form of a written report document and, if requested, a PowerPoint or keynote presentation for a larger group. Focus group reports sometimes include video excerpts of respondents.*

#### C. Media

- 1) **The Contractor is responsible for developing an annual media plan which includes all individual media campaigns and their appropriate target audiences, messages, message strategies, and communication vehicles that help meet stated objectives. The Contractor must update this plan and provide to the Program Manager as they require it throughout the fiscal year.**

In conjunction with the comprehensive strategic plan outlining the major programs and initiatives for the year, the Contractor will present an annual media plan. This plan will detail how, where and when each targeted campaign will reach its target audience(s). The Contractor will recommend in detail which media vehicles should be used, and in what proportion and priority, to reach the audience groups, once the Contractor identifies and defines them and their media habits.

Geographic priority and recommendations will be data-driven. When the primary audience is determined solely by demographic information (age, gender, etc.), the Contractor will research census data to determine population saturation. This information will be shared with the DEQ alongside the Contractor's recommendation for geographic priority. The Contractor will strategically align broadcast TV, outdoor and radio with population density of a primary audience and negotiate to offer a rating structure relevant to the campaign goals. When the primary audience is more specific than straight demographic information (i.e., psychographic – behaviors, beliefs, attitudes; behavioral – hobbies, habits, likes/dislikes), the Contractor will layer census information and audience insights from the industry's leading media consumption resources to clearly identify strategic geographic goals.

The Contractor will leverage key themes and findings from creative testing to build effective messages for the audiences and update the media plan accordingly as primary research helps outline new appropriate media vehicles and innovative partnerships to reach these audiences.

Many of the steps the Contractor takes during the planning process will also be part of the buying process, particularly as they relate to the amount of detail the Contractor requires of media partners during the planning process.

STEP ONE: LAUNCH. The media team will be launched from the approved media brief and oriented to the emerging strategic thinking and recommendations, target audience definition, media budget parameters and any additional background that will inform the media plan and schedule.

STEP TWO: AUDIENCE-SPECIFIC MEDIA RESEARCH. The Contractor will consult multiple resources, then compare and contrast the data to develop a more complete and comprehensive look at key audience segments. Research tools will include Mediarmk Research Inc. (MRI), Rhiza for Media, Spectrum Reach, ComScore, Nielsen and Rentrak. Each tool will assist the Contractor in further defining characteristics of target audience groups. Key media will include a breakdown of media type, suggested publications, TV shows, radio stations, websites, etc., and frequency for each specific tactic. Additionally, behavioral data will be aligned to support recommendations for innovative partnerships and billboard locations. The Contractor will mine the best data available and then strategically apply it to the media plan.

Step Three: Involve media partners. The Contractor will engage with media partners to determine the opportunities that best align with the marketing objectives. The Contractor will share research and campaign objectives with each partner and then listen to allow each media partner the opportunity to provide its most creative and comprehensive ideas. The Contractor will require rating information from each vendor.

STEP FOUR: ASSESS MEDIA PROPOSALS. The Contractor will review and assess media proposals as they are received, using evaluation and planning tools such as STRATA and SQAD. These tools will be used pre- and post-buy.

- STRATA will be used to efficiently manage broadcast TV, cable TV, newspaper, radio and digital platforms, including Pandora. This program will collect, organize and report on all of the Contractor's past and current campaign experience. Data from the Contractor's subscription to Nielsen will upload directly into STRATA, enabling the Contractor to compare actual ratings post-buy with projected ratings and negotiate additional media weight when applicable.
- SQAD will provides spot TV, spot radio and Hispanic spot TV media cost data. The SQAD Database will ensure the Contractor and DEQ transparency in the media marketplace. This data collection will be derived from Nielsen and records of actual placed media and dates back 16 rolling quarters for in-depth analysis of past rating trends. It will also create forecasting algorithms to help

the Contractor budget and plan up to four quarters into the future. When SQAD skews high in Michigan markets, the Contractor will negotiate accordingly.

- SQAD TV data will include all markets, 67 demographics, eight day parts, three levels of costs and actual purchased cost per points (CPPs) and cost per thousand impressions (CPMs) for the current quarter plus projections for the next four quarters each month. This comprehensive set of data will allow for complete and accurate post-buy comparisons. Data is reported in May (1Q), August (2Q), November (3Q) and February (4Q), and includes all demos, day parts and markets, and average, low and high CPPs.
- SQAD Radio has all markets, 38 demographics, seven day parts (including weekends), three levels of costs and CPPs and CPMs for actual purchased CPPs and CPMs for the current quarter plus projections for the next four quarters each month.

STEP FIVE: CREATE DIGITAL STRATEGY. The Contractor will provide in-house digital strategists. Digital strategy will start with an audit of existing online platforms such as the campaign website, social media pages and search engine rankings. Next, the Contractor will carefully review competitors and identify key opportunities in the marketplace to most efficiently and strategically meet campaign needs. This comprehensive analysis will include a mix of organic recommendations including website functionality and usability considerations, organic social and search engine optimization, as well as paid recommendations such as search engine marketing and digital display campaigns to maximize the efficiency and effectiveness of every dollar invested in paid media.

STEP SIX: DEVELOP COMPREHENSIVE MEDIA PLAN. After evaluating all the media, the Contractor will develop a comprehensive plan that outlines Contractor's recommendations for media strategies, paid media budget per tactic, flight dates, target audiences, messages, message strategies and communication tactics to meet the stated objectives.

STEP SEVEN: REVIEW AND APPROVAL BY THE DEQ Program Manager. The Contractor will work closely with the DEQ to present and explain the plan as needed in order to gain approval from the appropriate divisions or stakeholders if appropriate. The Contractor will adjust, iterate or refine the plan as necessary in order to secure these approvals.

STEP EIGHT: UPDATE PLAN AS NEEDED. The Contractor will update the annual media plan throughout the year as necessary to reflect any changes that impact the plan. The Contractor will ensure that an approved, up-to-date plan is available to the DEQ at all times throughout the year.

**DELIVERABLE:**

- *A comprehensive annual media plan for all DEQ campaigns outlining target audiences, messages, message strategies, communications vehicles, updated continuously throughout the year as needed.*
  - 2) Once this Media Plan is reviewed and approved by the Program Manager, the Contractor will proceed with developing individual Media Buys based on the Media Plans. The Contractor is required to submit these Media Buys to the Program Manager for review and approval. This must include:**
    - a. Paid media budget**
    - b. Target audience**
    - c. Flight dates**
    - d. Geography/media markets**
    - e. Advertising vehicles (TV, cable, radio, etc. and rationale)**
    - f. Media weight (gross rating point/GRP) levels and expenditures for each medium in each market**
    - g. Provide in-depth evaluation of all media vehicles (radio, television, print, outdoor, digital, etc.) available to the DEQ throughout the State as requested by the Program Manager.**
- For known programs, media budgets for each campaign will be predetermined by the DEQ or the Contractor will work closely together to determine the appropriate media allocation of the overall



budget. The Contractor will use the overall budget to determine the best mix of media for the plan. The Contractor will show budget allocations to each media type as part of the overall plan. In the case of new or unanticipated programs, the Contractor will rely on their experience in buying media throughout Michigan for background to counsel the DEQ on appropriate budget levels to meet campaign objectives.

- All media proposals, including bonus and value added, will be evaluated for how well they reach the target audience.
- For known programs, flight dates will be set in accordance with the DEQ's goals and any seasonality considerations. Where the Contractor has discretion, the Contractor will apply their deep understanding of the audiences and campaign objectives and good media theory to recommend flight dates that will meet campaign goals.
- Geographic market selection or priority will be based on research findings or other inputs that help to define key problem areas, program goals or other issues known to the DEQ. The Contractor will combine their understanding of the issues with their deep understanding of Michigan media markets to determine the best geographic mix for the media plan.
- The plan will detail the Contractor's recommended use of advertising units. Selection of advertising units, like other campaign decisions, will be a balance of affordability and effectiveness. The Contractor will recommend standard advertising units and nontraditional units as appropriate which will be incorporated into the plan and detailed accordingly.
- Media weight and expenditures will be detailed in the plan using reach, frequency, CPP (cost per point), CPM (cost per thousand), total impressions and gross rating points (GRPs) in measured markets and other metrics (e.g., estimated impressions) in non-measured markets so the Contractor and DEQ, know exactly what is being bought in each market.
- For the Contractor, evaluation of the media schedule begins the first day of the first flight. The Contractor will track media performance daily, especially in the case of short flights with high visibility. Digital media will be tweaked as needed while the flight is running. The Contractor will collaborate daily among the Contractor's creative, public relations, social and paid media teams to learn from audience insights and optimize at every possible opportunity. Comprehensive reports that detail the exact performance of all media types relative to the buy will be developed.

#### Brief Step-by-Step Overview of Negotiating and Placing Buys:

1. The Contractor will contact each media partner to request specific schedules that support the approved plan.
2. The Contractor will compare each schedule's rating points with third-party research such as SQAD, assessing CPP and CPM to ensure the most competitive buy possible. The Contractor's typical goal is at least 25 percent lower than SQAD.
3. The Contractor will double-check and pay close attention to the audience, making sure that the final buy is completely aligned with the target audience groups.
4. The Contractor will assess media weight relative to the goals and determine the point of diminishing returns.
5. The Contractor will cross-compare rates and inventory with other schedules that the Contractor has placed to make sure they are in line with other, similar buys.
6. Once the Contractor has reached the final negotiated rate, the Contractor will negotiate additional innovative ideas for activation, based on proposals and brainstorming from early engagement of media partners, which will allow the Contractor to develop value-added placements, bonus weight and activation opportunities that are not on the rate card.
7. The Contractor's entire strategic team will be involved in assessing the bonus and value-add opportunities to ensure complete alignment with campaign goals and target audiences. Sometimes this will be an iterative process.
8. After all final negotiations (for the core buy and the value-adds) have been completed and approved by the DEQ Program Manager, the Contractor will finalize the buy with media contracts, Contractor insertion orders and Contractor broadcast orders. This paper trail will make all expectations clear, outline all paid and value-added media, and provide for accountability.
9. Custom reports will be created for each flight of the plan to clearly communicate this detailed and important information. Maps, graphics and tables will help organize the data to make it simple to quickly comprehend how all the different tactics work together to accomplish campaign goals.

10. Any changes to the media buy and schedule will be promptly updated so that the DEQ always has an up-to-date, approved plan.

**DELIVERABLE:**

- *A detailed planning report for the DEQ Program Manager's review and approval that includes all of the important and relevant information requested by the RFP, such as the paid media budget, target audience definition, schedules and flight dates, geography and media markets, recommended advertising vehicles, advertising units and media weight (GRPs), and a plan for how the media will be evaluated throughout and at the conclusion of each campaign.*

**3) The Contractor is also responsible for advertising placement and must:**

- a. **Buy and negotiate radio, television, and cable air time, cinema, internet, publication space, outdoor and transit space, direct mail services, and any other media used for advertising and promotions projects. Negotiate matching spots, value added, bonus, and other creative means to further advertising reach.**

During the process identified in Section 1.C.1 and 1.C.2, media vendors will be provided with final confirmation of target audience goals, reach and frequency/impression goals, and the ultimate goals of the campaign, and will be asked to provide recommendations for media placements, promotions, inventory and budget.

- After a review of requests for proposal/inventory responses from qualified, reputable vendors, the Contractor will negotiate with each vendor to obtain the best value (including discounts and bonus placements) and positions for the DEQ, with each individual vendor, and will build a media schedule that meets the criteria agreed upon in the media plan. The Contractor will conduct multiple rounds of back-and-forth negotiation.
- Once the Contractor has reached agreement with each media vendor, the buy will be considered completed. Signed orders will be dispatched to all vendors and a detailed schedule will be provided to the DEQ Program Manager, listing purchased stations, publications and websites with spot schedules/impressions, discount/bonus value and timing. With the signed orders, the buy will be considered "placed."
- After the buy is placed and while it is in market, the Contractor will stay in close contact with vendors to ensure that schedules run as ordered. The Contractor will review screenshots for web placements and tear sheets for print placements, and will listen to air checks for radio spots to validate that creative is running correctly.
- The Contractor will continue to negotiate, monitor the media performance throughout the buy and optimize as needed. Detailed media performance documents will be provided to the DEQ Program Manager at regular intervals.
- If the Contractor uncovers any inconsistencies in quality, the Contractor will negotiate restitution value above the original order.
- The Contractor's media director will review every vendor invoice against the buy to ensure that full agreed-upon value has been received before authorizing payment. Once third-party rating books (Arbitron, Nielsen) that coordinate with our advertising periods have been released, the Contractor will post actual ratings against station-supplied estimates/projections. Any station that falls short on point delivery must provide a make-good schedule to ensure that full agreed-upon value is received.
- The Contractor will seek to attain value-added placements of at least 25 percent of the GRP goal in the proposed media buy. The first type of added value the Contractor will negotiate is additional inventory, similar in kind and quality to the core contract. The Contractor will maximize inventory as much as possible while remaining cognizant of a point of diminishing return. This effort will include additional spots/ad placements, improved day parts, campaign date extensions, etc.
- Once the Contractor is confident that they have attained a level of reach and frequency best suited to meet the campaign goals, the Contractor will negotiate rates.
- The Contractor's final round of negotiation for value-added will seek opportunity for bonus spots in all assets available from the vendor.
- Once the Contractor is confident they have reached the absolute maximum value of each contract, the Contractor will issue a signed order clearly documenting all value-added. This contract will

guarantee commitment from each vendor to execute the added value as originally agreed upon and holds each vendor accountable for make-goods of any item that is listed in the signed order but not executed as promised.

- In addition to traditional added value, the Contractor will optimize every element of the contract throughout the duration of each agreement. The Contractor will stay in close contact with media partners to take advantage of opportunities in the marketplace
- Once the Contractor has reached agreement on the specific value-added for each contract, it will be clearly documented and will become part of the formal contract and insertion order provided to each respective vendor. This detailed process will set clear guidelines for deliverables. At the time of invoicing, the Contractor will review execution of value-added with the same scrutiny as paid media components to ensure delivery before invoice authorization. Complete media analysis and metrics, including value-added and bonus placements, will be detailed in post-buy media reports.

Contractor's partners:

*Broadcast TV:* Individual contacts in each DMA at NBC, ABC, CBS and Fox. Michigan Association of Broadcasters (MAB), and CoxReps.

*Cable TV:* Comcast, Charter, WOW, Big Ten Network, ESPN and SEC Network, Michigan Cable Telecommunications Association (MCTA), and National Cable Communications.

*Digital Video Streaming:* These platforms offer the power of video with the added benefit of geo-targeting and demo-targeting capabilities. The Contractor will follow media consumption trends closely and integrate new platforms into the media recommendations as needed. HULU, Roku, Sling Television, Tubi TV, PlayStation Vue, Xbox One, Crackle, Pluto, and video platforms on Spotify, and Pandora.

*Radio:* I Heart Media, Radio One, Town Square Media, Westwood One, CBS Radio and Disney, Macdonald Broadcasting, and MAB.

*Digital Music Streaming:* Pandora, Spotify, and Spartan Sports Network.

*Outdoor:* Outfront Media, Adams and Lamar, Crossroads Outdoor, Wolverine Sign Works, Skyline Outdoor Media, and Matrix Media.

*Digital Partners:* KORTX, Centro, Goodway and Valassis

*Minority Media Partners:* Michigan Publishers Auxiliary (representing 25 minority publications), Blac (part of the Metro Parent publication group in Southeast Michigan), Arab American News, Michigan Chronicle, Black Perspective with Tyrone Bynum, The New Citizens Press, La Voz, Adelante, El Vocero, Latino Press, Keweenaw Bay Indian Community Newsletter and New Opinion.

*Merchandise/Giveaways:* The Contractor maintains multiple wholesale licenses and works closely with multiple ASI vendor partners to procure and develop custom merchandise and/or giveaway items in support of messaging goals. Some partners include Mahoney and Associates, The Idea People, individual artists and entrepreneurs.

*Sports Marketing:* IMG College, Fox Sports College Properties, Learfield Sports, CBS Sports, Big Ten Conference and Professional Sports Publications. Detroit Lions, Detroit Redwings, Detroit Pistons, Detroit Tigers, Michigan International Speedway, Fox Sports College Properties/Michigan State University Athletics, Lansing Lugnuts, West Michigan Whitecaps, Traverse City Beach Bums, Grand Rapids Griffins, all professional sports teams, individual highschools, and Slam Dunk Sports Marketing.

*Social partners:* Google Partners Program

*Public TV and Radio:* Michigan Radio, DPTV, WKAR, WUOM, WCMU and WGVU stations.

*Print:* Niche publications, statewide daily and community newspapers, and magazines throughout the state, Media Networks Inc., (offering regional placement of print ads in top publications such as USA Today, People Magazine, etc.) and Michigan Press Association (MPA).

DELIVERABLE:

- *An approved media schedule and buy detailing placements and all metrics, including value-added and bonus placements.*
- b. The Contractor must negotiate and purchase all forms of digital media including desktop and mobile if needed and approved by the Program Manager. The Contractor will continually optimize digital media throughout the campaign to make sure the best results are achieved.**

The Contractor will use the processes described in Section 1.C.1 through 3

- c. Work to extend the budget through innovative ideas, creative partnerships, and aggressive negotiation skills to leverage funding available for paid advertising.**

DELIVERABLE:

- *A steady stream of ideas and a resulting plan that optimizes and maximizes limited budget dollars with significantly extended media partnerships, value-adds and bonus.*
- d. Inform the Program Manager of and evaluate as requested any special or unique media placements or opportunities.**
- e. Identify and recommend opportunities outside of traditional paid advertising to reach specific audiences.**
- f. Negotiate make-good media-weight for any under-delivery to be scheduled during the next applicable paid media flight.**

Throughout the duration of each contract, the Contractor will stay in close contact with vendors to ensure that all deliverables are executed as ordered. Depending on the specific features of the buy, the Contractor's verification may occur weekly, monthly or quarterly. The Contractor's media director will review and approve required documentation as outlined below before authorizing payment. The Contractor requires detailed reporting and proof of performance with each media buy. The Contractor will discuss the requirement with each vendor at the time the contract is executed to ensure that all parties are capable of providing the level of information required for invoice reconciliation.

Media Type	Required Verification Document
Print (Newspaper, Magazine, etc.)	Invoice, tear sheets for each placement
TV	Invoice, affidavit, spot check
Outdoor	Invoice, photo sheet
Radio	Invoice, affidavit, spot check
Digital	Dashboard metrics
Social Media	Network insights, analytics reports

The Contractor's philosophy for make-good media weight requires that it exceed the value of the originally planned schedule. This philosophy will ensure that the DEQ receives maximum value for each media investment and innovative solutions in each make-good scenario..

DELIVERABLE:

- *Client media deliverables executed as ordered or made good with appropriate placements of greater weight.*
- g. Conduct a post-buy review/analysis on the placement of media and the effectiveness of media buys in terms of cost, reach, frequency, continuity, and message dispersion requirements, etc for each media campaign. No later than two months following the end of each media buy, the Contractor must submit**

**this post analysis report to the Program Manager. The Contractor should use findings to refine current and future media plans.**

- h. Provide follow-up reporting to the Program Manager including invoice reconciliation and audience delivery assessments with an objective of receiving plus or minus 10 percent of the Gross Rating Points (GRP) goal in the proposed media buy.**
- i. Provide a final report of the base buy plus the bonus weight no later than 60 days after the media buy and bonus have aired to the Program Manager. Return on Investment (ROI) for the bonus weight must be included in the report.**

**4) Placement services include not only paid media but also value added media, Michigan Association of Broadcasters (MAB) media, Michigan Cable Telecommunications (MCTA) media, and Michigan Press Association (MPA) media.**

**5) The Contractor must cooperate and work in tandem with third-party media auditing services to periodically examine and audit advertising released through the various media to verify that quality, timing, position, and distribution are consistent with the approved plans, guidelines, and industry standards. If, for any reason, the auditing service finds these conditions are not met, it is the Contractor's responsibility to rectify the situation.**

**D. Traffic:**

- 1) The Contractor is responsible for shipping/uploading all radio and television dubs, in the appropriate media formats, with traffic instructions, to stations in time to meet program deadlines.**

The Contractor guarantees distribution and delivery by utilizing the following key processes and tools managed by the Contractor's traffic manager:

- Insertion orders will be created and sent to each media vendor outlining the agreed-upon cost, deadlines and deliverables.
- The Contractor's traffic manager will work with the Contractor management software and the creative and production teams to ensure accurate execution and delivery. The Contractor will utilize the disclaimer specified in Section 1.F.1 to ensure file integrity, and will require confirmation emails from all media vendors upon acceptance of materials, including the disclaimer.

**E. Creative:**

- 1) The Contractor must create high-impact, modest-budget creative strategies and tactics.**
- 2) The Contractor must refresh existing ads as requested and develop new ad themes, campaigns, and campaign assets, including 30-second TV ads, radio ads, pre-roll, billboards, etc.**
- 3) The Contractor must design collateral materials (such as banners, posters, radio liners, web banners, etc.)**

The Contractor's creative process will incorporate the key factors below that contribute to high-impact creative campaigns, regardless of budget:

- Clear, unambiguous goals and objectives for the campaign.
- Understanding budget constraints at the creative launch. (Though creative ideas are not budget-dependent, some creative executions will be more complex and require higher levels of investment. Knowing the budget up front will keep the creative teams on track and away from expensive executions.)
- Well-defined target audiences and deep information about who they are, what they believe, their

- motivations, barriers for changing their behavior, etc.
- Relevant, reliable, quality information.
- Exploratory research that allows the Contractor to understand the issue completely from the target audience's perspective (their language, biases, etc.) in order to be able to connect with them.
- Launching the creative team from a high-quality, fully approved and agreed-upon brief that articulates all the necessary information about the campaign to be developed.

The Contractor will develop impactful creative solutions that meet or exceed DEQ goals and objectives. All of the information that is used in developing the marketing strategy is also used to set up the creative team(s) for concept development.

Contractor's approach to creative conceiving:

1. A creative brief will be formulated based on the findings of the research and analysis steps and in alignment with the strategic plan, including the media plan. This brief is submitted to the DEQ Program Manager for review and approval before the creative teams are launched.
2. The creative brief will be used to launch the creative teams. The account manager, strategy director, research manager and media director will be available to the creative teams throughout the process to address any questions or provide more information or deeper understanding if needed.
3. If exploratory focus groups are conducted during the Discovery and Insights phase, they will provide input to the process for creative conceiving.
4. Multiple Contractor creative teams (pairs that include some combination of creative director, account planner, copywriter and art director) will work together to develop many ideas, which will be presented and evaluated by the larger team.
5. For creative conceiving, the Contractor will conduct an iterative process which will require many rounds of development, review, new ideas, review, more new ideas, etc., until the best ideas rise to the top. From there, the best ideas will be ready for presentation to the DEQ and/or for testing, depending on the agreements made about the process at the launch meeting.
6. The Contractor will start with broad, high-level concepts that will work in any media and then adapt the approved concept to the appropriate media. Once the broad concept direction is approved, the Contractor will immediately apply it first to 30-second television and then to 30- and 60-second radio.
  - TV spot development will begin with a treatment including an overall description of how the ad will flow, the tone of the ad, the general message and general visuals.
  - Once the treatment is approved by the DEQ Program Manager, the Contractor will write a script that conforms precisely to the timing requirements.
  - The Contractor may develop storyboards in the form of illustrations displayed to help the DEQ visualize the sequence of the TV spot.
  - Once the script and storyboards are approved by the DEQ Program Manager, the production process will begin in earnest.

DELIVERABLE:

- *At least three creative concept directions presented as "advertising-like objects," or ADLOBS, that include a campaign theme; benefit or tagline if appropriate; potential headlines; supporting copy points or key messages; and visual direction.*

**4) The Contractor is responsible for developing or modifying advertising/marketing/creative concepts within established budgets, including but not limited to 30-second TV, 15-second internet pre-roll, and 30- and 60-second radio spots.**

**5) The Contractor is required to prepare a creative brief and present at least three (3) creative concepts, which the Program Manager reviews. One (1) concept is taken to final art or script and storyboard, which is routed for review and comment. Once changes are**

made and reviewed, the concept will receive final approval from the Program Manager to move forward.

- 6) All communications must be diverse and culturally competent.
- 7) All creative concepts/materials/productions must be copyright free, including non-rights managed visual materials (to be used in print, online, and other forms) and full buy-out (unrestricted use) of talent in all Michigan media (broadcast, cable, and online) for a minimum four-year period. The Contractor must ensure that in negotiations of talent rights, the State will be signatory on all talent/property rights.
- 8) The Contractor is responsible for developing, managing, and executing social media/new media strategies and deliverables (including mobile, interactive, Pandora) to complement advertising and earned media campaigns.

The Contractor's process and the considerations for developing social media and new media recommendations and strategies include the following:

- Participating in campaign launch and planning meetings to ensure the integration of social media into the comprehensive strategic plan.
- Reviewing overall marketing goals and objectives for the campaign.
- Based on marketing goals, determining social media, content marketing and other new media objectives that would assist in achieving those overall goals.
- Determining measures of success and reporting metrics that will be used to report success to client.
- Consulting in work plan and media planning stages to determine what paid social and new media tactics should be included. This will help determine up front what will be needed so that social media, content marketing and new media work cohesively with the advertising or earned media campaigns (e.g., conversion needs for website, social sharing opportunities, additional content development, etc.).
- Researching audit of industry best practices online, current DEQ assets and online audiences, and potential competitors' online performance and current campaigns.
- Developing social media and new media work plan, calendar and budget that will best promote advertising campaigns and deliver earned media campaigns to online audiences. This could include recommendations of new social channels not being used, based on goals and audience research (e.g., YouTube channel creation to host video ads).
- Development of all needed campaign deliverables. This includes content creation for social media ads, content marketing articles, online radio and video creation, and any photography and design needed.
- Continuing value-added opportunities initiated throughout the campaign to help make it a success. This will include added digital elements to accompany content, home page takeovers, hero ads and pre-roll placement.
- Campaign implementation, ongoing monitoring and optimization of campaign while in market.
- Based on DEQ needs, the Contractor can assist in responding to and engaging and/or training DEQ teams on execution of implementation deliverables.
- Ongoing reporting throughout the campaign using an online dashboard that is updated in real time for DEQ, and final campaign results presented in a report based on success metrics.

#### **F. Production:**

**The Contractor is responsible for:**

- 1) Directing, managing, and coordinating all aspects of production for television and radio production, including seeking at least three (3) bids for best pricing. Video and audio production/filming/recording should take place within 60 minutes of Lansing, Michigan, when possible. This includes:
  - a. Scouting locations

- b. Securing studio and/or voice recording facilities (voice studios must offer high-quality connections for off-site talent)**
- c. Casting screening and talent recommendations**
- d. Identifying music**
- e. Providing Special effects**
- f. Film shooting, recording, editing, and post-production**
- g. Delivering rough cuts and finished spots to the Program Manager for final approval within the timeframe defined by the Program Manager, but no less than one (1) working day (in most cases rough cuts should be ready five working days after filming/recording)**
- h. Producing and duplicating media materials as needed in a variety of formats including but not limited to Beta, Digital Beta, wmv files, mov files, mp3 files.**

Contractor's steps for video and audio production include:

1. Creative brief that will guide all execution, including budget parameters
  2. Kickoff meeting with the creative team
  3. Script development
  4. Specs will be developed and discussed with potential production partners to ensure that ideas/scripts can be achieved within budget
  5. DEQ Program Manager review and approvals
  6. Production bids (at least three bids to ensure best pricing/value)
  7. Selection of production partner that will be closely involved throughout the project to ensure quality and budget adherence
  8. Development of storyboards, locations and props (video)
  9. Casting, sound effects (SFX), music selections
  10. Final scriptwriting
  11. DEQ Program Manager review and approvals
  12. Production recording
  13. Post-production edit
  14. Final DEQ Program Manager review and approval
  15. Distribution to media outlets
- The Contractor's creative director will serve as executive producer and will be responsible for strategic oversight, guidance and coordination of all shooting, directing, recording, editing and post-production to ensure creative excellence. For production the Contractor will engage subcontractors who meet quality standards and work ethic.
  - For every step of the process, DEQ is invited to have as much or as little participation as they wish; for example, reviewing and selecting a production partner; approving locations, talent, music, editing, etc.; prior to final production.
  - For broadcast deliverables (such as TV, video and radio), the Contractor will require a final approved script before production begins.
  - We audition talent on screen and scout locations. The Contractor will manage subcontractors to provide any other support necessary for success, including props, extras, etc.
  - The Contractor will conduct a minimum of two rounds of edits for each video or audio spot, based on DEQ feedback. The Contractor will tightly manage the work in the editing studio to ensure that the process is timely and cost-effective.
  - The Contractor has established long-term relationships with talent agencies and individuals that will provide a variety of options for voice talent needs. Once the Contractor's creative team has identified the type of voice needed, the Contractor will audition several voice talents and make a final selection. The Contractor's production manager will negotiate the contract, requiring unlimited-use licensing, and then will coordinate timing. The Contractor's creative director will be present for recording to ensure fidelity to creative vision and script.
  - The Contractor has an extensive, experienced pool of talent including talent agencies and individuals with modeling, acting, performing and voice recording experience. The Contractor's creative team and production manager will work together to identify and retain the best talent based on the goals, objectives and budget of the project. The Contractor's production manager will handle all necessary



- arrangements with talent, including timing and travel.
- For animation, the Contractor will work with several talented vendors who specialize in animation and animation editing. The Contractor will originate the concept and look of the animation; the Contractor's art director will develop key designs and still frames, and will supply these to the vendor. The vendor will then execute the final animation, with management from the Contractor's creative team.
- The Contractor's scripts will identify the intended audio components. Prior to production, the Contractor will work closely with a production studio partner to identify the perfect theme or audio components needed to bring the concept fully to life. The Contractor can create long-form videos that required original music scoring, and partners who provide original music, if needed.

The Contractor will directly provide all digital video formats for broadcast and web. The Contractor's traffic manager, production manager and media director will work together to ensure that all jobs have complete specifications on file, and deliver accordingly. The Contractor can provide nontraditional and legacy formats through production vendors.

The Contractor will work closely with production vendors to execute DEQ's duplication needs. The Contractor's production manager will coordinate the creation of "dubs" with the production studio and works with the Contractor's media buyer to ship the dubs to each media outlet, based on the approved media schedule. (Typically, broadcast dubs are shipped as digital files.) The Contractor will maintain a master file of each TV and radio spot produced.

The Contractor guarantees distribution and delivery by utilizing the following key processes and tools:

- Insertion orders will be created and sent to each media vendor outlining the agreed-upon cost, deadlines and deliverables.
- The Contractor's traffic manager will work with the Contractor management software and the creative and production teams to ensure accurate execution and delivery.
- The Contractor management software is a fully integrated web-based management system that will integrate all Contractor functions into a seamless system: DEQ service and project management, accounting, creative management, production management, traffic and media.
- The Contractor will utilize the following disclaimer to ensure file integrity: "Any alterations to this file by anyone who is not a staff member of GÜD Marketing will result in non-payment."
- The Contractor will require confirmation emails from all media vendors upon acceptance of materials, including the disclaimer.

**2) Producing internet/web project deliverables including:**

- Repurposed-TV ads**
- Banner ads**
- In-game ads**
- Social media graphics, etc.**

**3) Producing other project deliverables including:**

- Billboards**
- Posters**
- Banners**
- Flyers**
- Email marketing messages, etc.**

Once the concepts have been approved by the DEQ Program Manager, the Contractor will execute all creative elements accordingly.

The Contractor will work to share assets across platforms to support consistency in campaigns and messaging.

The Contractor will monitor and manage digital media placement performance daily to optimize creative placements that perform the best.

The Contractor's process for completing work will incorporate the following steps, which will be managed jointly by the designated Contractor account manager and traffic manager. The Contractor will use a management software system to help manage workflow and other Contractor functions.

1. Once the comprehensive plan, media recommendations and creative direction have been approved, the Contractor's account manager will finalize the work plan so that all campaign deliverables are identified and scheduled. This final work plan and schedule will be sent to DEQ and shared internally with the entire Contractor team.
2. The Contractor's account manager will launch the internal team with a project/creative brief that will be based on the approved strategy and will provide important guidelines to ensure that the team meets the deliverables.
3. The Contractor's account manager and traffic manager will work with the team daily to ensure that the proper resources are assigned and that review dates and deadlines are being met.
4. As each creative deliverable is completed, it will be routed through the appropriate Contractor staff to ensure fidelity to project goals, strategy, specifications, quality standards, production readiness, etc. For all web deliverables, the Contractor ensures Section 508 compliance when required.
5. All creative deliverables will be reviewed with the DEQ Program Manager for approval.
6. Requested changes will be made and final deliverables will be sent to the DEQ Program Manager for final approval. All creative will be proofed and/or tested multiple times throughout the process, and will always undergo a final proof as the last step.
7. Final approved deliverables will be trafficked to the appropriate media or other specified sources for placement.

The Contractor has complete in-house creative and production capabilities and employs a full-time production artist and web designer/coder that will manage and implement the final phase of the creative process. The final phase will involve the preparation of print-, fabrication- or web-ready files that will be reproduced seamlessly for DEQ. To accomplish tasks, the Contractor's team will work with the end in mind, considering:

- Final use of design, print, digital, web
- Sizing the image to the correct medium
- Image retouching, color management
- Development of a high-resolution (HR) PDF; collection of native files for vendor use
- Final file archiving

**G. Implementation:**

**As a one-time project upon award, the Contractor must review existing campaigns and performance reports in order to provide recommendations to maximize value from the existing media mix.**

**1.1. TRANSITION**

**End of Contract Conversion Responsibility: At Contract expiration or termination, the Contractor must work with State personnel and other contractors, if applicable, to convert or transition all Contract Activities, services and data into an acceptable format for uploading into or importing into a State owned database (also see Standard Contract Terms, Sections 25 and 32.e). The Contractor must work with the State and/or previous contractor during implementation of the transition plan to effect an orderly transition to the new contractor if applicable. The Contractor must allow as many personnel as practicable to attend meetings and receive hardcopy and original/master electronic files (excel, PDF, InDesign, etc.) to help maintain the continuity and**

consistency of the services required by the Contract. The Contractor agrees to receive reasonable detailed specifications for all Contract Activities previously provided to the State to properly provide the Contract Activities required under the Contract.

## 2. ACCEPTANCE

### 2.1. ACCEPTANCE, INSPECTION AND TESTING

The State will use the following criteria to determine acceptance of the Contract Activities:

Before approving invoices for payment, the Program Manager will review deliverables and review invoices to verify costs are accurate. Contractor's invoices must include detailed information for the project. The State will pay the Contractor for its costs incurred related to the Deliverables plus mark-up based on the Contract rates. The State will reimburse the Contractor only for services and/or merchandise authorized by the State, approved by the Program Manager, and provided for in the purchase order. Payment will not exceed the amount approved by authorized estimate without submission and approval of a revised estimate. All invoices must reflect actual work done. Invoice and payment specificity will be agreed upon between the State and the Contractor per Section 6.1.

## 3. STAFFING

### 3.1. CONTRACTOR REPRESENTATIVE

Original Contract requirements for this Section apply. A new Contractor Representative is assigned for this SOW:

Julie Krueger  
 248.885.1355 (mobile)  
 517.267.9800 (main office)  
 Krueger@GudMarketing.com

### 3.2. WORK HOURS

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 8:00 a.m. to 5:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

### 3.3. KEY PERSONNEL

Original Contract requirements for this Section apply.

Contractor Key Personnel for this SOW are identified in the table below. If the Status column states "same" the Key Personnel is the same as the original Contract.

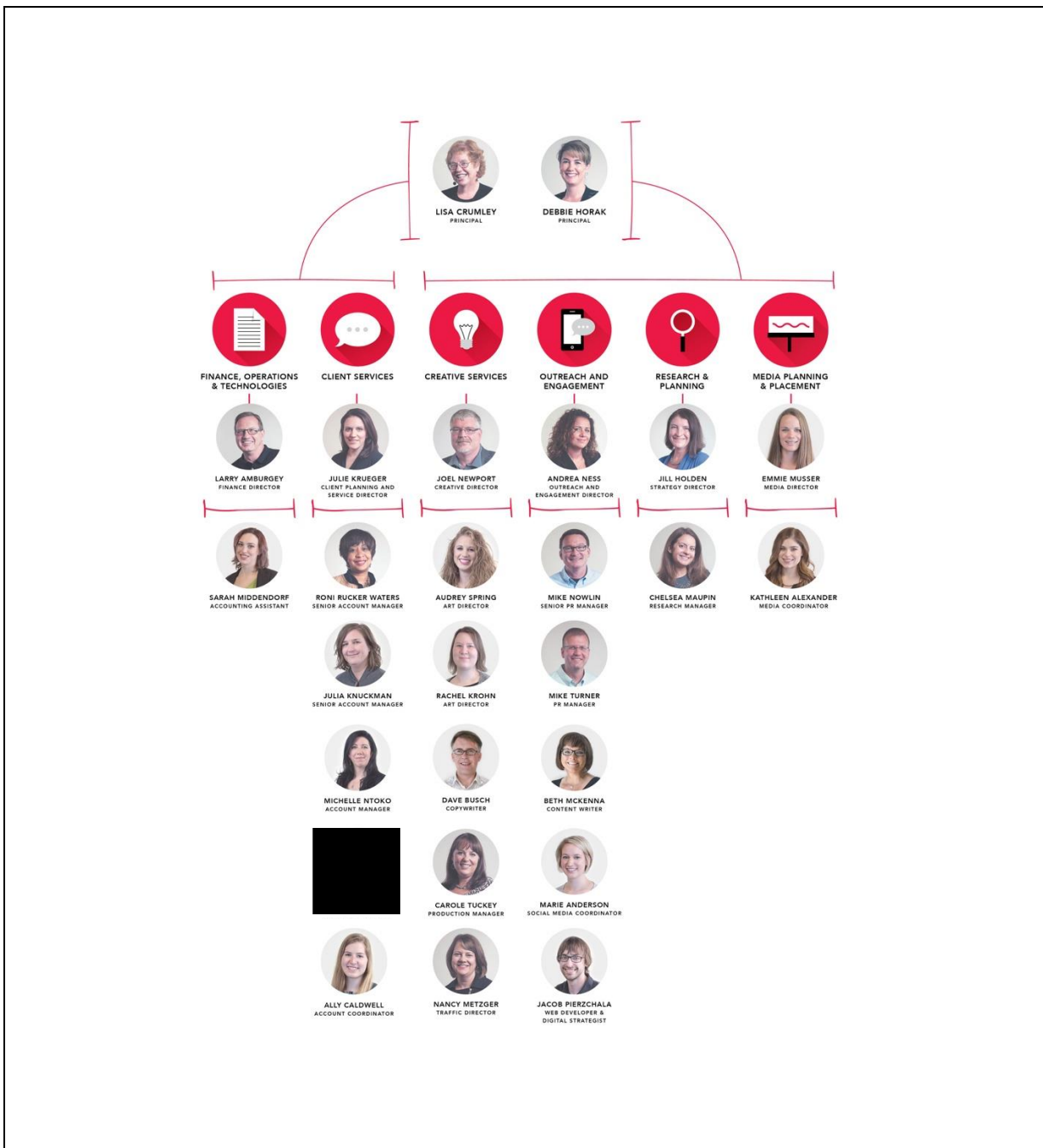
Key Staff Member	Status	Role	Responsibilities
Julie Krueger	New	Account Manager	<ul style="list-style-type: none"> <li>Manages project deadlines, deliverables and budgets</li> <li>Oversees all projects in association with traffic, creative, paid media, social media, public relations, etc.</li> <li>Acts as main point of contact between DEQ and Contractor</li> </ul>
Julie Krueger	New	Client Planning and Service Director	<ul style="list-style-type: none"> <li>Assists in managing agency resources to ensure that all client needs are met – on time and on budget</li> <li>Consults with Account Manager as needed for planning, budgeting and any other DEQ needs</li> </ul>
Jill Holden	Same	Director of Strategy	<ul style="list-style-type: none"> <li>Collaborates with account manager to translate DEQ business objectives into marketing strategies and oversees campaign formation</li> <li>Provides implementation and program evaluation to ensure delivery of business and communications goals.</li> <li>Serves as focus group moderator, if appropriate</li> </ul>
Chelsea Maupin	Same	Research Manager	<ul style="list-style-type: none"> <li>Leads all secondary and primary market research activities</li> <li>Coordinates with DEQ's other research vendors when helpful</li> </ul>

			<ul style="list-style-type: none"> <li>• Provides information that identifies and defines target audiences</li> <li>• Participates in the development of creative and media briefs</li> </ul>
Andrea Ness	Same	PR, Social Media and Digital Content Director	<ul style="list-style-type: none"> <li>• Leads social media, content marketing and other digital strategies as a member of the team assigned to DEQ</li> <li>• Oversees the implementation of these strategies, where needed or appropriate</li> </ul>
Mike Nowlin	Same	Senior PR and Policy Manager	<ul style="list-style-type: none"> <li>• Leads all public relations and media relations efforts as a member of the team assigned to DEQ</li> </ul>
Emmie Musser	Same	Media Director	<ul style="list-style-type: none"> <li>• Leads all media planning and placement efforts</li> <li>• Primary media contact between Contractor and DEQ</li> </ul>
Joel Newport	Same	Creative Director	<ul style="list-style-type: none"> <li>• Leads and manages all creative deliverables required for DEQ marketing and advertising</li> </ul>
Dave Busch	New	Copywriter	<ul style="list-style-type: none"> <li>• Writes copy for all creative materials, including television and radio content</li> <li>• Works as broadcast producer/director</li> <li>• Participates in campaign concept development</li> </ul>
Rachel Krohn	Same	Art Director	<ul style="list-style-type: none"> <li>• Provides design and art direction in multiple media formats including web, collateral, trade show booth design and handouts, advertising design, identity, information graphics and broadcast art direction</li> <li>• Participates in campaign concept development</li> </ul>
Audrey Spring	Same	Art Director	<ul style="list-style-type: none"> <li>• Provides design and art direction in multiple media formats including web, collateral, trade show booth design and handouts, advertising design, identity, information graphics and broadcast art direction</li> <li>• Participates in campaign concept development</li> </ul>

### 3.3. ORGANIZATIONAL CHART

Original Contract requirements for this Section apply.

The Contractor's organizational chart has been updated from the original Contract; see below:



### 3.4. DISCLOSURE OF SUBCONTRACTORS

Original Contract requirements for this Section apply. Subcontractors remain unchanged from the original Contract.

### 3.5. SECURITY

The Contractor will be subject the following security procedures:

- A. The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.
- B. All Contractor personnel must comply with the State's security and acceptable use policies for State IT equipment and resources (see [http://michigan.gov/cybersecurity/0,1607,7-217-34395\\_34476---,00.html](http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html)). Contractor staff must comply with all Physical Security procedures in place within the facilities where they are working.

#### **4. PROJECT MANAGEMENT/PROJECT PLAN**

##### **4.1 PROJECT MANAGEMENT**

- A. The Contractor must meet with the Program Manager, upon request of the Program Manager, to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel, etc. for every project.
- B. The Contractor must provide account management that is proactive and flexible to meet changing business conditions.
- C. The Contractor must take all reasonable precautions to guard against any loss to the State through the failure of suppliers to execute commitments properly.
- D. The Contractor shall not begin any work on any project before the Program Manager has given formal approval and a work/expense authorization/purchase order has been issued and signed.
- E. Upon failure to meet a predetermined deadline, the Contractor must provide an explanation for such failure as soon as it is known and submit an updated project schedule to the Program Manager.

##### **4.2. PROJECT PLAN**

- A. The Contractor must develop a critical path development schedule providing sufficient Program Manager approval time frames from initial presentation of creative through the production and delivery of product.
- B. Prior to beginning work on a specific task or deliverable as agreed upon by the Program Manager, the Contractor must provide the Program Manager with an updated Project Plan that is inclusive of the following:
  - 1. Project creative brief
  - 2. Proposed research, as appropriate
  - 3. Proposed message strategies, including social media when appropriate
  - 4. Timelines (including staff assigned, hours of effort and hourly rate)
  - 5. Total anticipated costs
  - 6. Any associated assumptions
- C. The Program Manager must approve the Project Plan before work may begin.
- D. The Contractor must carry out this Contract under the direction and control of the Program Manager. Within 10 calendar days of the Kick-Off Meeting (see Section 4.3.A), the Contractor must submit a final Project Plan to the Program Manager for final approval. This Project Plan will be updated throughout the Contract period for new projects/campaigns, media plan and marketing plan changes. The plan must include:
  - 1. The Contractor's organizational chart with names and title of personnel assigned to the Contract, which must align with the staffing stated in accepted proposals.

2. A chart/table showing the breakdown of requirements in Sections 1. Requirements and 4. Project Management/Project Plan including tasks, sub-tasks, proposed timeline and the resources/staff assigned, within the estimated budgets throughout the term of the contract.

- E. As this Contract is not limited to the programs identified, the Contractor will need to be able to balance existing programs with new projects/campaigns, media plans, and marketing plan changes.

The Contractor’s principals and leadership team will meet at least weekly to review current and projected workload and the management and application of Contractor resources to ensure that all DEQ work can be efficiently and effectively managed. The Contractor’s traffic manager will handle workflow and deliverables on a micro level, focusing on workflow over the short-term (e.g., days and weeks). The Contractor will communicate regularly with the DEQ, especially as it relates to managing workload and deliverables, and will expect to participate in dialogue with the DEQ about the impact of new programs or changes in its plans and priorities, and also to develop a plan of action to address the DEQ’s needs.

Contractor’s Draft Project Plan:

Tasks and Subtasks	Resources and Staff	Timeline
Launch Meeting with DEQ (within 15 days of contract award)	Account Manager Director of Strategy PR/Policy Manager	Weeks 1-2
Develop detailed work plan/critical path development schedule (requires DEQ approval)	Account Manager Traffic Manager Team as needed	Week 3
Background and materials audit, including audit of all existing materials	Account Manager Research Manager Art Director	Week 3-4
<b>Conduct Market Research</b>		
Conduct secondary research	Research Manager	Weeks 3-4
Conduct primary exploratory research (optional)	Director of Strategy Account Manager Research Manager	Primary research is approximately an 8- to 12-week process. If agreed upon, the project plan timing will be adjusted accordingly.
Define/confirm research goals and objectives (requires DEQ approval)	Account Manager Research Manager	
Outline information needs/requirements (requires DEQ approval)	Account Manager Research Manager	
Determine recommended methodology (requires DEQ approval)	Account Manager Research Manager	
Define sample requirements (requires DEQ approval)	Account Manager Research Manager	

Tasks and Subtasks	Resources and Staff	Timeline
Develop research schedule/timeline (requires DEQ approval)	Account Manager Research Manager	
Identify field subcontractor (requires DEQ approval)	Research Manager	
Develop respondent screeners (requires DEQ approval)	Research Manager	
Develop questionnaire/moderator guide (requires DEQ approval)	Account Manager Research Manager	
Program survey (survey only) Recruit focus group participants (focus groups only)	Research Manager Subcontractor	
Pretest survey (survey only) (requires DEQ approval)	Research Manager Account Manager Contractor's Marketing team	
Execute/field the research	Research Manager Subcontractor	
Analyze results	Research Manager	
Draft report of research findings and implications (requires DEQ participation)	Research Manager	
Presentation to DEQ staff with all findings to date	Account Manager Research Manager Director of Strategy	Week 4-5
<b>Development of Marketing Communications Plan</b>		
Develop strategy, creative and media briefs to launch team on development of plan	Director of Strategy Account Manager	Weeks 5
DEQ review and approval of strategy, creative and media briefs	Account Manager	Week 5-6
Present Marketing Communication Plan to DEQ which includes: <ul style="list-style-type: none"> <li>• Target audiences</li> <li>• Paid media recommendations with flight dates, GRPs and geography/media markets</li> <li>• Creative directions/messaging</li> <li>• Advertising vehicles</li> <li>• PR and social recommendations</li> </ul>	Account Manager Director of Strategy	Weeks 10-11
<b>a. Identify and Develop Creative Concepts Direction for Plan</b>		
Launch creative team with approved brief and approved strategy	Account Manager Director of Strategy Media Director Creative team	Week 6
Creative team(s) work to develop initial ideas for internal team review	Creative Director Creative teams	Weeks 6-7
Team reviews marketing strategy and multiple iterations of ideas and concepts and prepares for presentation to DEQ as part of plan.	Creative Director Creative teams Director of Strategy Account Manager	Week 8
Layout of final creative concepts into ADLOBs for presentation	Art Director Creative Director	Weeks 9-10
Creative concepts (2) presented as ADLOBs to DEQ for review and approval	Account Manager Creative Director	Week 10-11
DEQ final selection of one concept to move forward to implementation	Account Manager	Week 11
<b>b. Develop Media Recommendations</b>		
Conduct media-specific research, for example, PRIZM, Experian Simmons, Rhizalytics, etc.	Media Director Media Coordinator	Weeks 6-7
<b>Tasks and Subtasks</b>		
Engage media partners to determine opportunities	Media Director	Week 6-8
Assess all media proposals using STRATA and SQAD	Media Director Media Coordinator	Weeks 8-9
Develop media recommendations for plan	Media Director	Weeks 9-10
Create media planning report (requires DEQ approval)	Media Director Director of Strategy Account Manager	Occurs at end of each buy period



Create custom reports for each flight of the DEQ plan (requires DEQ approval)	Media Director Account Manager	Timing to coincide with media placement
<b>c. Develop PR and Social Media Strategies and Deliverables</b>		
Review campaign goals and determine PR and social media objectives	Review campaign goals and determine social media objectives	Week 6
Determine success and reporting metrics for both social media and PR	Determine success and reporting metrics for social media	Week 6-7
Audit industry best practices for the category	Audit industry best practices for the category	Week 7
Audit DEQ current assets and online audiences	Audit DEQ current assets and online audiences	Week 7-8
Audit potential competitors' online performance and current campaigns	Audit potential competitors' online performance and current campaigns	Week 7-8
Develop plan, calendar and budget (requires DEQ approval)	Develop plan, calendar and budget (requires DEQ approval)	Week 8-9
Implement campaign	Implement campaign	Week 11
Ongoing negotiation of value added opportunities	Ongoing negotiation of value added opportunities	Ongoing
Ongoing monitoring and optimization of campaign while in market (requires DEQ approvals)	Ongoing monitoring and optimization of campaign while in market (requires DEQ approvals)	Ongoing
Ongoing management and response if needed (requires DEQ participation)	Ongoing management and response if needed (requires DEQ participation)	Ongoing
Ongoing reporting during campaign implementation	Ongoing reporting during campaign implementation	Weekly and/or Monthly
Development and reporting of final campaign results	Development and reporting of final campaign results	At the end of each campaign

Tasks and Subtasks	Resources and Staff	Timeline
<b>Implementation: Negotiate and Place Paid Media (once plan is approved)</b>		
Negotiate individual media placements, requiring multiple rounds of negotiation with each media vendor as needed, to gain the best value for DEQ	Media Director Media Coordinator	TBD
Negotiate value added and bonus placements	Media Director Media Coordinator	TBD
At the completion of negotiations, signed insertion orders dispatched to media vendors	Media Director Media Coordinator	TBD
Detailed final negotiated media schedule provided to DEQ with spot schedules, impressions, discount/bonus value and timing. This step officially "places" the buy.	Media Director Media Coordinator	TBD
Ongoing contact with all media vendors to ensure schedules run as ordered. Validate the buy using such things as screenshots, tear sheets, affidavits, spot checks, photo sheets, air checks, analytics reports and so on	Media Director Media Coordinator	Ongoing
Ongoing monitoring of media performance and corresponding reports provided to DEQ, as well as restitution required from the media outlet	Media Director Media Coordinator	Ongoing
Evaluation of vendor invoices against the buy before authorizing for payment	Media Director Media Coordinator	Monthly
Post actual ratings against projections	Media Director Media Coordinator	Ongoing and final at conclusion of buy
Negotiate make-goods to ensure full value received	Media Director Media Coordinator	At conclusion of buy
Conduct post-buy analysis that includes in-depth analysis of all media vehicles, effectiveness of media buys in terms of cost, reach, frequency, message dispersion, etc.	Media Director Media Coordinator	Immediately at conclusion of buy
Final report of media buy effectiveness (base weight plus bonus) delivered to DEQ	Media Director Media Coordinator Account Manager	No later than 60 days after conclusion of the buy
<b>Implementation: Produce and Duplicate Creative Materials – As Requested (Print, Collateral, Digital, Outdoor, etc.)</b>		
Final work plan and schedule for campaign deliverables presented to DEQ (based on approved strategy, media recommendations and creative concept direction) (requires DEQ approval)	Account Manager Traffic Manager Production Manager Media Coordinator	TBD
Account manager launches internal team	Account Manager Creative team Traffic Manager	TBD
Ongoing management of team to ensure deadlines are met	Account Manager Traffic Manager	Ongoing
Internal routing of creative deliverables	Account Manager Traffic Manager	Ongoing
Presentation of final creative deliverables to DEQ for approval (requires DEQ approval)	Account Manager Creative Director	TBD
DEQ requested changes/refinements are made	Account Manager Creative team	TBD
Final route and proof prior to DEQ review	Traffic Manager Account Manager	TBD
Tasks and Subtasks	Resources and Staff	Timeline
Final deliverables resubmitted to DEQ for final approval	Account Manager	TBD
Approved deliverables are trafficked to the appropriate media source	Traffic Manager	TBD
<b>Implementation: Produce Media Materials – As Requested (Television, Radio, Video)</b>		
Final work plan and production/shooting schedule for campaign deliverables presented to DEQ (based on approved strategy,	Account Manager Production Manager Creative Director	TBD

media recommendations and creative concept direction) (requires DEQ approval)	Traffic Manager	
Account manager launches internal team	Account Manager Creative team	TBD
Ongoing management of team to ensure deadlines are met	Account Manager Traffic Manager	Ongoing
Kickoff meeting with production team	Account Manager Creative team	TBD
Develop script (requires DEQ approval)	Creative Director	TBD
Solicit production bids (DEQ involvement/approval as desired)	Production Manager	TBD
Develop storyboards, locations, props (DEQ involvement/approval as desired)	Creative team	TBD
CASTING, SFX, music selections (DEQ involvement/approval as desired)	Creative Director Production Manager	TBD
Final script (requires DEQ approval)	Creative Director Account Manager	TBD
Production recording (DEQ participation invited)	Creative Director Account Manager Creative team Subcontractor	TBD
Post-production edit	Creative Director Account Manager Subcontractor	TBD
Initial DEQ review and approval of rough cut	Creative Director Account Manager	TBD
DEQ requested changes/refinements made	Creative Director Account Manager	TBD
Second round edits (for DEQ review and approval)	Creative Director Subcontractor	TBD
TIA requested changes/refinements made	Creative Director Account Manager	TBD
Final deliverables resubmitted to DEQ for final approval	Creative Director Account Manager	TBD
Approved deliverables are shipped/trafficked to the appropriate media source with instructions in time to meet program deadlines	Traffic Manager Media Coordinator	TBD
<b>Project Management</b>		
Ongoing project management	Account Manager	Ongoing
Ongoing reporting	Account Manager Media Director Sr. PR/Policy Director Social/Content Director	Ongoing
Attendance at DEQ meetings	Account Manager <i>(Others as needed/ directed by Account Manager)</i>	As required
<b>Tasks and Subtasks</b>		
<b>Resources and Staff</b>		
<b>Timeline</b>		
Presentations as needed <i>(Note: Presenters TBD depending on subject matter to be covered.)</i>	Account Manager Media Director Sr. PR/Policy Director Social/Content Director Director of Strategy Research Manager Creative Director Contractor Principals	As required

**F. The Contractor must have a documented process for addressing issues and changes as they develop throughout the Contract and state the individuals who are responsible for receiving/reacting to any issues/changes.**

The Contractor's account manager will be the lead contact for DEQ. It is the responsibility of the account manager to facilitate the resolution of any problems or changes that may arise during the course of the contract. The account manager's job is to convene the right group of people from the Contractor and/or DEQ, as appropriate, in order to focus on proper, quick and efficient handling of any issues. The Contractor will be organized so that there are senior staff (directors) responsible for every service and content area. If for some reason the account manager cannot address an issue, the first people to go to will be the directors. For example:

- For campaign creative and production issues, the Contractor's account manager will contact the creative director.
- For media issues, the Contractor's media director.
- For issues of account management or contract requirements, the Contractor's account services director supported as needed by at least one of the agency principals.
- For social media or public relations, the Contractor's outreach and engagement director.

The Contractor's strategy director will likely to be involved in any significant issue.

For billing or financial issues, the Contractor's director of finance and at least one of the Contractor principals would be immediately informed and engaged.

Both Contractor principals will always be available to staff and DEQ for any reason at any time.

#### **4.2. MEETINGS**

- A. In-person Kick-Off Meeting within 14 calendar days of the Change Notice Effective Date, at least once annually to review the Contract and deliverables, and once within the 30 days before Contract expiration. In the event of Contract expiration, additional meetings may be necessary for the Contractor to attend during the transition period.**
- B. Although there will be continuous liaison with the Contractor team, the Contractor must confer weekly through a conference call at a minimum, with the Program Manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise. The Contractor should also plan for monthly update/presentation meetings either in person or via conference call.**
- C. The Contractor must confer with the Program Manager upon request within 2 business days of contact to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel, etc.**
- D. The State may request other meetings, as it deems appropriate. The Contractor must meet in-person/on-site when deemed necessary by the Program Manager. The Contractor must conduct meetings with subcontractors independently as directed by the Program Manager.**
- E. The Contractor must have toll-free conference call capabilities available.**

#### **4.3. REPORTING**

- A. The Contractor must assemble reports, highlight key findings, and make clear recommendations to the Program Manager in correlation with all projects/campaigns in an agreed upon timeframe between the Program Manager and the Contractor.**
- B. The Contractor must submit, to the Program Manager, the following written reports:**
  - 1) A report on the efficiency and effectiveness of all marketing, promotion, and campaigns/projects against the goals and objectives established for the campaign/project.**
  - 2) A brief written weekly summary of progress which outline the work accomplished during the reporting period and budget information by purchase order/project.**
  - 3) Periodic status report/presentations as requested by the Program Manager.**

- 4) No later than two (2) weeks prior to a media buy, provide copies of the negotiated buy.
- 5) No later than two (2) months following the end of each media buy, a prepared final summary showing the amounts ordered and actually paid per station, publication or outdoor company. These summaries must be compiled by target group, by medium, by market, and showing a grand total. No-charge bonus or bonuses, or PSA schedules, must also be summarized quarterly in the same way.
- 6) No later than two (2) months following the end of each media buy, post analysis reports which compare any such schedule estimates against actual spot rotation deliveries.
- 7) No later than two (2) months following the end of each media buy, evaluation reports with supporting data, describing how the media buy accomplished the intended goals of the buy.
- 8) No later than one (1) month following quarter-end, quarterly reports on social media activity and engagement.
- 9) Any other related reports as requested by the Program Manager.

The Contractor will develop an online dashboard for real-time reporting of certain campaign metrics (especially digital tactics) as agreed upon by the DEQ program manager and the Contractor.

## **5. ORDERING**

### **5.1. AUTHORIZING DOCUMENT**

The appropriate authorizing documents for the Contract will be a signed Blanket Purchase Order as well as an Agency Issued Purchase Order and Project Plan.

## **6. INVOICE AND PAYMENT**

### **6.1. INVOICE REQUIREMENTS**

- A. The Contractor must provide detailed invoices for services rendered which clearly outline the scope of billing. The Contractor must provide complete backup with Contractor invoices including signed estimates and all original copies of third-party invoices. The Contractor must also provide reconciliation of all projects approved for pre-billing within one day at their completion.
- B. All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. (h) name(s) of person(s) who worked on project; (i) number of hours worked by each person. Overtime, holiday pay, and travel expenses will not be paid.
- C. Invoices will be approved based upon completion of deliverables within a pre-approved Project Plan. Payments will be made upon approval of the Program Manager. All invoices must reflect actual work done.
- D. The State shall reimburse the Contractor only for services and/or materials authorized by the Program Manager and purchase order. Payment shall not exceed the amount approved by authorized estimate without submission and approval of a revised estimate.
- E. The Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb) for current rates.

- F. The Contractor will not be reimbursed for personnel labor or other costs incurred in connection with client account services, meetings, commissionable advertising, or costs associated with membership in or attendance at industry conferences, seminars, etc. The Contractor will not be reimbursed for any overtime costs incurred by the Contractor or by any Subcontractor or supplier, unless such costs have been specifically identified in an approved work estimate.
- G. Expenses for packaging, handling, shipping, postage and freight, travel, meals, lodging and per diem paid to or on behalf of outside talent, and services acquired through the Contractor's internal facilities or parent or subsidiary organizations shall be billed at cost. Additionally, the following items must also be billed at cost: talent renewals, licensing fees, television and radio dubs, and satellite and communications uplinks.
- H. The Contractor must pass on all reductions in cost, such as volume and early payment discounts, to the State, in the fiscal year in which the originating expenses occurred.
- I. The Contractor must make timely payments to all subcontractors without waiting for State payment of corresponding invoices. The Contractor must maintain a line of credit for this purpose.
- J. The Contractor must allow 45 days from the date of receipt of accurate and complete invoices and backup for receipt of payment.

#### **6.2. PAYMENT METHODS**

The State will make payment for Contract Activities by Electronic Fund Transfer (EFT). Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>.

## STATE OF MICHIGAN

### Marketing and Advertising Services – Department of Environmental Quality

#### SCHEDULE B PRICING

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. Quick Payment Terms: Original Contract term of 2%10 Net 30. Discount excluded on pass-through costs.
3. The State can only commit funds in the fiscal year they are available; commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations.
4. All subcontracted work must be passed through at “cost” and include no mark-up of any kind: The State will not accept fees or commissions from subcontractors and suppliers, these Contractors shall be at a non-commissioned rate, no mark up. The Contractor must pass on all reductions in costs from subcontractors and suppliers.

**A. Pricing for this SOW is part fixed (Account Management), variable (Creative and Production) and commission percentage (Media Placement) based Pricing as approved in the Project Plan per Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment as follows:**

The estimated budget is currently \$50,000.00 for one year. DEQ’s Contract value will be set at \$100,000.00 to accommodate potential future appropriations for the remaining term of the Contract which is valid through April 7, 2019. The Contractor is paid per approved project (see Schedule A, Section 4 Project Management/Project Plan and Section 6 Invoice and Payment), not as a flat percentage of the total annual budget estimate.

1. Account Management Services

- A fixed annual price will be used to compensate the Contractor for all Account Management services. The price is expected to compensate the Contractor for all Account Management services related to the project as identified in:
  - Schedule A Section 1. A Communications/Marketing
  - Schedule A Section 1.B Market Research
  - Schedule A Section 1.G Additional Services
  - Schedule A Section 1.H Implementation
  - Schedule A Section 4. Project Management/Project Plan
  - All overhead and expenses of the Contractor must be included in the fixed annual price (prorated on monthly invoices).

2. Creative and Production Services

- A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative and Production services. The price is expected to compensate the Contractor for all Creative and Production services related to the project as identified in:
  - Schedule A Section 1.E Creative
  - Schedule A Section 1.F Production.
- Blended hourly rate is defined as the Not-To-Exceed hourly amount that will be paid to the Contractor for Creative and Production deliverables based on approved Project Plan.
- All overhead expenses of the Contractor must be included in the variable price.

3. Media Placement Agency Fee

- A commission percentage will be used to compensate the Contractor for all Media Placement services as identified in:
  - Schedule A Section 1.C Media
  - Schedule A Section 1.D Traffic
- The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media, on each project.

4. Pricing Table

Deliverable	Estimated Annual Media Placement	Estimated Annual Hours Creative Services	Price		Years	Total
1. Account Management Services – Fixed Annual Price			\$ 5,000	X	1	\$ 5,000
2. Creative and Production Services – Variable Blended Hourly Rate*  <i><b>NOTE: Estimated hours include time for content development and social media, which are important components to any campaign of this type.</b></i>		120	\$ 125	X	1	\$ 15,000
3. Media Placement Agency Fee – Commission Percentage	\$30,000		7%	X	1	\$ 2,100
<b>Grand Total Contractor Fees</b>						<b>\$ 22,100</b>
<b>1-Year Contract Amount</b>						<b>\$50,000.00</b>





# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 1  
to  
Contract Number 071B6600070

<b>CONTRACTOR</b>	Pace & Partners, Inc., dba Gud Marketing
	1223 Turner Street, Suite 101
	Lansing, MI 48906
	Debbie Horak / Lisa Crumley
	(517) 267-9800
	horak@gudmarketing.com / crumley@gudmarketing.com
	6524

<b>STATE</b>	Program Manager	Robin Lott	Treasury
		(517) 241-3301	
		lottr@michigan.gov	
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 284-7021	
		ostrowskim@michigan.gov	

### CONTRACT SUMMARY

**DESCRIPTION:** Marketing and Advertising Services for Michigan Education Trust (MET) Treasury and Michigan Talent Investment Agency (TIA)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 8, 2016	April 7, 2019	2- One Year	April 7, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
2% 10 Net 30 except pass-through costs		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,190,000.00	\$800,000.00	\$2,990,000.00		

**DESCRIPTION:** Effective September 1, 2016, this Contract is:

- Increased by \$800,000 for State of Michigan Talent Investment Agency (TIA) use.
- Amended to include TIA's Statement of Work (SOW), and Program Manager, attached.
- Amended to include the following language in the Project Request Section of Exhibit A:  
This Contract is available to other State Departments and MiDEAL members (authorized local units of government).
- Amended to include the following updated Payment Terms: 2% 10 Net 30 except pass-through costs.
- Amended to include the following language in Section 3.4.B of Exhibit A:  
If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
  - The legal business name; address; telephone number; a description of sub-contractor's organization and the services it will provide; and information concerning sub-contractor's ability to provide the

Contract Activities.

- b. The relationship of the sub-contractor to the Contractor.
- c. Whether the Contractor has a previous working experience with the sub-contractor. If yes, provide the details of that previous relationship.
- d. A complete description of the Contract Activities that will be performed or provided by the sub-contractor.
- e. Of the total Contract, the price of the subcontractor's work.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board on August 16, 2016.

Contract Number: 071B6600070

Change Notice Number: 1

**Program Managers  
for  
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	TREASURY	Robin Lott	(517) 241-3301	lottr@michigan.gov
2	TIA	Denise Flannery	(517) 373-4238	Flanneryd1@michigan.gov

**STATE OF MICHIGAN**

Contract No. 071B6600070 Change Notice 1  
Marketing and Advertising Services – Talent Investment Agency

**Talent Investment Agency Program Manager:**

Denise Flannery  
201 N. Washington Square  
Lansing, MI 48933  
Email: flanneryd1@michigan.gov  
Office: (517)373-4238  
Cell: (517) 897-4871

**EXHIBIT A  
STATEMENT OF WORK  
CONTRACT ACTIVITIES**

**PROJECT REQUEST**

This is a Statement of Work (SOW) to amend the Contract for MET Marketing and Advertising Services to include MAT<sup>2</sup> Marketing and Advertising services for the State of Michigan Talent Investment Agency (TIA). This Contract is available to other State Departments and MiDEAL members (authorized local units of government).

**SCOPE**

The Contractor will assist in evaluating, developing, and implementing an advertising activities for the Michigan Advanced Technician Training (MAT<sup>2</sup>) program. These activities should increase awareness of MAT<sup>2</sup> while promoting the many program benefits by effectively delivering messages to maximize impact for the target audience and market.

The estimated annual budget is \$266,666.00. The Contract value will be set at \$800,000 for the approximate contract term of July 15, 2016 – April 7, 2019.

Main deliverables to be accomplished for TIA:

1. Develop a marketing strategy.
2. Identify and develop creative concepts as needed.
3. Conduct marketing research such as focus group testing, telephone or intercept surveys as needed.
4. Produce and duplicate media materials as needed.
5. Develop a media plan
6. Place media messages and conduct advertising tracking surveys
7. Provide results/recaps after each media campaign and work with stations if any make-goods are necessary.
8. Provide public relations services and counsel when required.

Target Audiences:

Target audiences for the MAT<sup>2</sup> Program are employers and students: The target audience of students include graduating high school seniors and non-traditional students which may include GED recipients and individuals with a High School Diploma who are still in a career search. For employers, the audience are those with talent needs in mechatronics, CNC, Technical Product Design and IT. The focus of the media buys should be media markets in southeast Michigan, Kalamazoo, Saginaw, Cadillac, and Flint.

The Contractor is fully staffed with project management, creative, production, web, public relations and outreach, social media and project management personnel in-house with full capabilities and capacity to provide the services of this contract.

In addition, the Contractor will ensure TIA the highest level of customer service and responsiveness for this additional scope of work, by assigning a unique account manager, Michelle Ntoko, as the project manager for this contract. She will work closely with the Contractor's traffic manager and the directors of all Contractor's departments/groups to schedule and organize resources efficiently and effectively to meet the needs of all contracts and projects.

- All projects and initiatives handled by the Contractor will be managed on a day-to-day basis collaboratively by the assigned project managers, their full-time traffic manager and directors of all service areas (account service, creative services, outreach and engagements, strategy and media).
- Resource needs to meet the State's needs and deadlines will be formally scheduled and tracked to ensure that all work is completed on time and on budget.

## **BACKGROUND**

The Michigan Advanced Technician Training (MAT<sup>2</sup>) program is an innovative and industry-defined approach to education. Developed in conjunction with global technology leaders, the program combines theory, practice, and work experience to train a globally competitive workforce. Through the program, students earn an associate degree in a high-tech, in-demand field, with tuition costs paid by their employer; they receive on-the-job training with pay; and have a job upon successful completion of the program. MAT<sup>2</sup> addresses two critical issues facing the manufacturing and technology industries: a widening skills gap and an aging workforce. The program currently offers four programs: Mechatronics, IT, Technical Product Design, and CNC Machining.

The program is currently offered at the following colleges (subject to change): Baker College (Cadillac), Henry Ford College, Oakland Community College, Mott Community College, Delta College and Kalamazoo Valley Community College.

### Current MAT<sup>2</sup> Marketing Activities:

To date, efforts to attract employers have been focused on hosting regional program informational events, ad placement in trade magazines, including Modern Machine Shop, Hydraulics & Pneumatics, and Cutting Tool Engineering to promote the program to CNC and mechatronics employers; ads in Cadillac Chamber of Commerce magazine; targeted email blasts to employers and ads in program booklets for various conferences targeted at manufacturers.

To target students, we have relied on regionally placed Career Jumpstart Liaisons to inform students of in-demand career opportunities and skilled trade programs such as MAT<sup>2</sup>. Other efforts include: emails were sent by the Michigan Department of Education to Career and Technical Education (CTE) administrators and instructors; emails to the Michigan Parent Teacher Organization; ads in program booklets for various conferences targeted at teachers and school counselors; and promotion at First Robotics competitions.

Marketing collateral includes brochures for employers and students, employer and students ads for placement in magazines and various publications, and a Public Service Announcement. Videos and other material may be found at <http://www.mitalent.org/mat2-news>.

### MAT<sup>2</sup> Promotional Messages:

#### Employers:

- Allows you to "grow your own" employees and ensure a future pipeline of qualified talent;
- Training students on in-house equipment;
- Standardized competencies and practices;
- Finding skilled talent to replace an aging workforce.

#### Students:

- College tuition paid for by an employer
- On-the-job training with pay
- An associate degree in a high-tech, in-demand field

- A job upon successful completion of the program

## 1. REQUIREMENTS

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- A. Develop a marketing strategy for the MAT<sup>2</sup> program.

### Contractor's steps for developing a marketing strategy:

1. Step 1: Launch. The Contractor will facilitate a formal launch meeting with the two core teams (TIA and Contractor). This meeting will provide the opportunity to:
  - a. Identify and clarify all business and marketing goals and objectives for the periods (each enrollment period for at least the first year, with opportunity to discuss longer-term goals if they are relevant).
  - b. Share or exchange relevant information such as background, past marketing campaigns and metrics; survey data; qualitative findings (for example, focus group findings, interview findings); brand standards; ADA standards; compliance guidelines, etc.
  - c. Discuss timing requirements, milestones and deadlines.
  - d. Discuss logistics, review and approval requirements, preferred methods of communication, etc.

### DELIVERABLES:

- 1) *Conference report of the meeting including all agreements made.*
- 2) *Detailed work plan for agreed-upon projects.*

2. Step 2: Background and materials audit. The Contractor will assign a small team to review all important background information, the MAT<sup>2</sup> website, and other materials, including existing campaigns and campaign performance reports.

### DELIVERABLE:

*Brief summary of findings emphasizing potential implications or action items for future campaigns and campaign strategy.*

3. Step 3: Secondary research.
  - a. The Contractor will catalog TIA's existing knowledge.
  - b. The Contractor will then conduct secondary research to add to and update the Contractor's existing knowledge, and identify and assess:
    - 1) Current best practices in the category from other states, other programs, etc.
    - 2) The competitive landscape.
    - 3) Secondary data that helps define and deepen the understanding of the target audience groups, their motivations and perceptions and their media habits. Potential sources include PRIZM and other omnibus surveys and resources.
    - 4) Marketing and advertising programs of leaders in the category and/or other education, recruitment or specific trades leaders.

### DELIVERABLES:

- 1) *Brief summary of findings emphasizing potential implications or action items for future campaigns and campaign strategy.*
- 2) *A Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis that combines all the findings from steps 2 and 3.*

4. Step 4: Optional primary research (if recommended by Contractor and approved by TIA). The Contractor will conduct primary research depending on the results of steps 1, 2 and 3 above. The Contractor will recommend primary research if there are significant gaps in knowledge and understanding. Depending on the information needed, the Contractor will recommend either quantitative (survey) or qualitative (interviews or focus groups) research, or both, to provide needed inputs into campaign strategy.

- a. Survey research can be used to quantify information; for example, perceptions of skilled trades professions and cost of college among target audience groups, relative size of different target audience segments, etc.
- b. Focus groups or interviews can be used to explore thoughts, beliefs and feelings more deeply and are often used to help craft campaign messaging and creative direction.

DELIVERABLES:

- 1) *Brief summary of findings emphasizing potential implications or action items for future campaigns and campaign strategy.*
- 2) *SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis that combines all the findings from steps 2, 3 and 4 (replaces the SWOT in step 3).*
- 3) *Presentation of all work to this point for TIA core team and others as appropriate. Presentation will summarize key findings and implications from the Discovery and Insights phase of the Contractor's work and provide an opportunity for TIA staff to respond and provide input for the next phase – strategy development.*

5. Step 5: Develop creative and strategy brief.

The Contractor will consolidate and summarize all the findings in the initial exploratory and research steps into a creative and strategy brief for review and approval by TIA. The brief will include relevant insights from the audit and secondary and primary research that are critical to the development of marketing strategy for the MAT<sup>2</sup> program. Similarities and differences between target audience groups, their motivations, potential calls to action and other findings that provide for a deep understanding of the audience groups and their relationship to skilled trades professions will be detailed.

DELIVERABLE:

*Creative and strategy brief document for discussion, review and approval that includes detailed customer profiles and critical information that will guide the Contractor as it begins its work of developing impactful and efficient strategies for reaching the target audiences.*

6. Step 6: Develop marketing strategy per the brief.

The Contractor will convene its core strategic team (director of strategy, creative director, director of content and social media, account manager) and other Contractor resources as necessary to develop the recommended marketing strategy for review by and approval of TIA. The marketing strategy will address such points as:

- a. Goals and objectives
- b. Target audience definition and motivations presented in a way that explains the audience's current beliefs and perceptions and what TIA wants them to understand, know and believe
- c. The key messages for each target audience group that will help them shift their current beliefs and perceptions to the desired state of knowledge and beliefs
- d. Recommended strategies and tactics with accompanying calendar and budget
- e. High-level media recommendations
- f. Recommended metrics for campaign evaluation

Marketing strategy will be led by the Contractor's in-house research, planning and strategy group and will be developed with a strong foundation in research and fact-finding. It will be directed by Contractor's Director of Strategy. The team will work collaboratively and independently in brainstorming and vetting ideas, which are then evaluated and built into a strategy document for presentation, discussion, review and ultimate approval by TIA. The work done in the Discovery and Insights phase (audit, secondary research and primary research) and then consolidated into the strategy brief will provide the criteria by which the strategic ideas will be assessed. The proposed strategy is routed through and reviewed by multiple Contractor staff to assure it provides the best possible recommendations.

The Contractor will place an emphasis on understanding the target audience, including the needs, knowledge, attitudes, beliefs, values and practices of its members, in order to provide them with the information, motivation or exchange that is most relevant and valuable to them.

DELIVERABLE:

*Marketing strategy document that details Contractor's recommendations for target audience groups, high-impact key messages that will resonate with the target audience groups, strategies and tactics to reach them, and a corresponding calendar and budget recommendation and evaluation metrics.*

B. Identify and develop creative concepts for the MAT<sup>2</sup> program as needed.

1. The Contractor will be responsible for developing or modifying advertising/marketing/creative concepts and direction (including but not limited to 30-second TV and 30- and 60-second radio spots).

Contractor's creative concepting approach:

- a. Step 1: The team will be launched with a detailed creative brief document that is formulated based on the findings of the steps contained in the Discovery and Insights phase and an understanding of the strategic plan and brand standards.
- b. Step 2: The Contractor will conduct exploratory focus groups during the Discovery and Insights phase specifically to provide input to the process for creative concepting. The Contractor will listen to representatives of the target audience talk directly about their thoughts, feelings, perceptions and motivations
- c. Step 3: Multiple creative teams (pairs that include some combination of account planner, copywriter and art director) work together to develop many ideas, which are presented and evaluated by the larger team.
- d. Step 4: Creative concepting will include many rounds of development, review, new ideas, review, more new ideas, etc., until the best ideas rise to the top and are ready for presentation to TIA and/or for testing depending on the agreements made about the process at the launch meeting.
- e. Step 5: The Contractor will start with broad, high-level concepts that will work in any media and then adapt the approved concept to the appropriate media. Once the broad concept direction is approved the Contractor will immediately apply it first to 30-second television and then to 30- and 60-second radio.
  - 1) TV spot development will begin with a treatment, an overall description of how the ad will flow, the tone of the ad, the general message and general visuals.
  - 2) Once the treatment is approved, the Contractor will write a script that conforms precisely to the timing requirements.
  - 3) The Contractor may develop storyboards in the form of illustrations displayed to help TIA visualize the sequence of the TV spot.
  - 4) Once the script and storyboards are approved, the production process begins.

The relevance and resonance of the creative with the target audience will be informed by the Discovery and Insights phase of the Contractor's process.

DELIVERABLE:

*Two creative concept directions presented as "advertising-like objects," or ADLOBS, that include a campaign theme, benefit or tagline; potential headlines; supporting copy points or key messages; and visual direction.*

2. All creative concepts/materials/productions must be copyright free, including non-rights managed visual materials (to be used in print, online and other forms) and full buy-out (unrestricted use) of talent in all Michigan media (broadcast, cable, and online) for a minimum four (4) year period. The Contractor must ensure that, in negotiations of talent rights, the State will be signatory on all talent/property rights. In cases where rights managed materials may actually be more affordable than creating original materials for the purpose of buyout, these instances can be evaluated on a case-by-case basis and will be flagged by the Contractor for



review. In cases where copyright cannot be transferred directly to the State, the Contractor will negotiate rights for unlimited statewide use for a period of four years or greater. Rights managed material that may be more cost-effective could include library music, stock photography and celebrity voice-over or on-camera talent.

- C. Conduct marketing research such as focus group testing, telephone or intercept surveys as needed.
1. The Contractor is responsible for conducting market research, as appropriate, to better assess the target populations that the State is trying to reach with its communication efforts. This market research may include the use of marketing databases such as Prizm, intercept surveys, focus groups, observational research, and other tools as approved to help determine/refine message and creative strategies.

The Contractor will always include secondary research as part of their development process. If TIA initially determines that primary research will be important from their perspective, the Contractor will begin the research process at the launch meeting. If not, the Contractor will make a determination during the audit and secondary research steps of their process and present a recommendation for research.

Contractor's Research Approach:

- a. Step 1: Define the research in detail. The Contractor will build out the initial plan in more detail. The Contractor will work through the following issues/questions and make recommendations with TIA checkpoints and approvals along the way.
  - 1) Clarify/confirm research goals and objectives. (What does TIA want to accomplish with the research?)
  - 2) Outline information needs/requirements from the research findings. (What will be learned from the research?)
  - 3) Determine appropriate methodology. (How should the Contractor conduct the research? Do the goals lend themselves more to qualitative or quantitative methodology? Which precise methodology is best for this project?)
  - 4) Define in detail the sample requirements. (Whom should the Contractor conduct this research with; who should be communicated with and why?)
  - 5) Develop a schedule to ensure that the research findings are timely. (When does the information need to be in order for it to have an impact on the work?)
- b. Step 2: Identify a field subcontractor. The Contractor will work with a subcontractor who fields the research. The Contractor will lead all of the development activities and are responsible for the "front end," but will work with a subcontractor for the "back end" of the process such as survey coding, respondent recruitment, data cleaning and tabulation.
- c. Step 3: Develop and approve respondent screeners that determine who qualifies to complete the survey or participate in the interviews/focus groups.
- d. Step 4: Develop the questionnaire (Survey only) or moderator guide (Focus groups only). Construct the questions and the flow of the survey or discussion.
- e. Step 5: (Survey only): Program the survey. Once the questionnaire is developed, a fielding subcontractor will work to program it into the system, accounting for the proper ordering of questions and skip patterns, as needed.
- f. Step 6: (Survey only): Pretest the survey. The survey will be pretested by representatives from the Contractor, the research fielding firm, TIA, etc., to ensure that the questions are programmed correctly and in the correct order.
- g. Step 7: Execute the research.
  - a. In the case of a survey, the survey will be deployed to respondents who satisfy the screening criteria. The Contractor will track completions daily, in terms of total

completes and to ensure that the Contractor is satisfying any sample quotas for specific groups that are needed to have represented.

- b. In the case of focus groups or interviews, respondents are recruited to participate and invited to attend a group discussion or interview on a specified day and at a specified time.
  
- h. Step 8: Analyze the results and report the findings. The Contractor will conduct a thorough analysis of the findings of the research with special attention to the conclusions and implications that will inform the campaign.
  - a. In the case of a survey, the data are cleaned first and then tabulated for review.
  - b. In the case of focus groups or interviews, key findings are outlined and described.

**DELIVERABLE:**

*Presentation of research findings and implications to TIA in the form of a written report document and, if requested, a PowerPoint or Keynote presentation for a larger group.*

The Contractor will discuss and agree to the need for and scope of any primary research and its implications to timing and budget with TIA at the project launch.

**D. Produce and duplicate media materials as needed.**

1. The Contractor is responsible for producing internet project deliverables in support of TV and radio messaging, including repurposed-TV ads, banner ads, rich media ads, splash pages, etc.

The Contractor's process for completing work incorporates the following steps, which will be managed jointly by the Account Manager and Traffic Manager. The Contractor will use the management software system, Workamajig, to help manage workflow and other Contractor functions.

The Contractor's steps for producing and duplicating media materials:

- a. Step 1: Once the marketing strategy plan, media recommendations and creative direction have been approved, The Contractor's account manager will finalize the work plan, then campaign deliverables are identified and scheduled. The final work plan and schedule will be sent to the State and shared internally for the entire team.
  - b. Step 2: The Contractor's Account Manager will launch the internal team with a project/creative brief that provides important guidelines for the team to meet the deliverables.
  - c. Step 3: The Contractor's Account Manager and Traffic Manager work with the team daily to ensure that the proper resources are assigned and that review dates and deadlines are being met.
  - d. Step 4: As each creative deliverable is completed, it will be routed through the appropriate Contractor staff to assure fidelity to project goals, strategy, specifications, quality standards, production readiness, etc.
  - e. Step 5: All creative deliverables will be reviewed with TIA for approval.
  - f. Step 6: Requested changes will be made and final deliverables will be sent to TIA for final approval. All creative will be proofed multiple times throughout the process, and will always undergo a final proof as the last step.
  - g. Step 7: Final approved deliverables will be trafficked to the appropriate media source for placement.
2. The Contractor is responsible for producing other project deliverables including billboards, posters, banners, flyers, e-mail marketing messages, etc.

The Contractor has complete in-house creative and production capabilities and will use their creative director, production manager, traffic manager, web designer/developer, copywriters, art directors, graphic designers and production artists. The Contractor's process for completing work incorporates the following steps, which will be managed jointly by the Account Manager and Traffic Manager. The Contractor will use their management software system, Workamajig, to help manage workflow and other Contractor functions.

The Contractor's steps for producing other project deliverables:

- a. Step 1: Once the marketing strategy plan, media recommendations and creative direction have been approved, the Contractor's Account Manager will finalize the work plan so all campaign deliverables are identified and scheduled. This final work plan and schedule will be sent to TIA and shared internally for the entire team.
  - b. Step 2: The Contractor's Account Manager will launch the internal team with a project/creative brief that will provide important guidelines for the team to meet the deliverables.
  - c. Step 3: The Account Manager and Traffic Manager will work with the team daily to ensure that the proper resources are assigned and that review dates and deadlines are being met.
  - d. Step 4: Each creative deliverables completed will get routed through the appropriate Contractor staff to assure fidelity to project goals, strategy, specifications, quality standards, production readiness, etc.
  - e. Step 5: All creative deliverables will be reviewed with TIA for approval.
  - f. Step 6: Requested changes will be made and final deliverables will be sent to TIA for final approval. All creative will be proofed multiple times throughout the process, and will always undergo a final proof as the last step.
  - g. Step 7: Final approved deliverables will be trafficked to the appropriate media source for placement.
3. The Contractor must direct and coordinate television and radio production and review all aspects including budgets, casting, music, and special effects with TIA.
    - a. The Contractor is responsible for shooting, recording, editing, and post-production.
      - 1) The Contractor will direct and manage all aspects of the production of approved concepts and scripts, including talent, music, crew, lighting, location and budget. The Contractor will utilize subcontractors for video and audio production
      - 2) Contractor's steps for video and audio production include:
        - a) Step 1: Creative brief – guides all execution
        - b) Step 2: Kickoff meeting with the production team
        - c) Step 3: Script development
        - d) Step 4: TIA review and approvals
        - e) Step 5: Production bids
        - f) Step 6: Development of storyboards, locations and props (video)
        - g) Step 7: Casting, SFX, music selections
        - h) Step 8: Final scriptwriting
        - i) Step 9: Client review and approvals
        - j) Step 10: Production recording
        - k) Step 11: Post-production edit
        - l) Step 12: Final TIA review and approval
        - m) Step 13: Distribution

- 3) The Contractor's Creative Director will serve as executive producer and will be responsible for strategic oversight, guidance, and coordination of all shooting, directing, recording, editing, and post-production to ensure creative excellence. For production the Contractor will utilize subcontractors that meet the Contractor's quality standards and work ethic.
  - 4) For every step of the process, TIA will be invited to have as much or as little participation as they wish; for example, with regard to approving locations, talent, music, editing, etc., prior to final production.
  - 5) For broadcast deliverables (such as TV, video and radio), a final approved script will be required before production begins.
  - 6) The Contractor will audition talent on screen and scout locations. The Contractor will manage subcontractors to provide any other support necessary for success, including props, extras, etc.
  - 7) The Contractor will conduct a minimum of two rounds of edits for each video or audio spot, based on TIA feedback. The Contractor will tightly manage the work in the editing studio to ensure that the process is timely and cost-effective.
  - 8) The Contractor will utilize talent agencies and individuals who offer a variety of options for the voice talent needs. Once the creative team has identified the type of voice needed, the Contractor will audition several voice talents and make a final selection. The Contractor's Production Manager will negotiate the contract requiring unlimited use licensing, and then will coordinate timing. The Contractor's Creative Director will be present for recording to assure fidelity to creative vision and script.
  - 9) The Contractor will utilize an experienced pool of talent including talent agencies and individuals with modeling, acting, performing, and voice recording experience. The Contractor's creative team and production manager will work together to identify and retain the best talent based on the goals, objectives, and budget of the project. The Contractor's Production Manager will handle all necessary arrangements with talent, including timing and travel.
  - 10) For animation, The Contractor will work with several talented subcontractors who specialize in animation and animation editing. The Contractor will originate the concept and look of the animation; the Art Director will develop key designs and still frames, and will supply these to the subcontractor. The subcontractor will then execute final animation, with management from the Contractor's creative team.
  - 11) The Contractor's scripts will identify the intended audio components. Prior to production, the Contractor will work closely with a production studio subcontractor to identify the perfect theme or audio components needed to bring the concept fully to life.
- b. The Contractor must deliver both rough cuts and finished spots to TIA for final approval within the timeframe defined by TIA but no less than one (1) working day.
- 1) The Contractor will include TIA in multiple stages of production to ensure that approvals are met on time and that issues are spotted early enough in the process to be corrected.
  - 2) The Contractor will show rough cuts in person with TIA and essential stakeholders, unless otherwise directed by TIA, to talk about all changes for the final version.
  - 3) The Contractor will share video on Vimeo, where TIA can review further.

- 4) The Contractor will deliver final video on a USB miniature hard drive in both high resolution formats for presentations and internal reviews and low resolution formats for sharing and social media.
- c. The Contractor is responsible for producing and duplicating media materials as needed in a variety of digital formats as required to meet the specifications of Michigan's broadcast and cable television and radio stations which may include, Beta, Digital Beta, wmv files, mov files, mp3 files, etc.
- 1) The Contractor's Traffic Manager, Production Manager and Media Director will work together to ensure that all jobs have complete specifications on file, and deliver accordingly. The Contractor will work with subcontractors to provide nontraditional and legacy formats, if needed.
  - 2) The Contractor will work closely with their production studio subcontractors to execute TIA's duplication needs. The Contractor's Production Manager will coordinate the creation of "dubs" with the production studio and will work with the Media buyer to ship the dubs to each media outlet, based on the approved media schedule. (Typically, broadcast dubs are shipped as digital files.) The Contractor will maintain a master file of each TV and radio spot the Contractor produces.
  - 3) The Contractor guarantees distribution and delivery by utilizing the following key tools:
    - a) Insertion orders will be created and sent to each media vendor outlining the agreed-upon cost, deadlines, and deliverables.
    - b) The Contractor's traffic manager will next work with Workamajig and the creative and production teams to ensure accurate execution and delivery.
    - c) Workamajig is a fully integrated web-based Contractor management system. This system will integrate all Contractor functions into a seamless system: TIA service and project management, accounting, creative management, production management, traffic and media.
    - d) The Contractor will utilize the following disclaimer to ensure file integrity: "Any alterations to this file by anyone who is not a staff member of Gd Marketing will result in non-payment."
    - e) The Contractor will require confirmation emails from all media vendors upon acceptance of materials, including the disclaimer.

E. Develop a media plan for the MAT<sup>2</sup> program.

1. The Contractor is responsible for developing a comprehensive media plan for the MAT<sup>2</sup> program and the appropriate target audiences, messages, message strategies, and communication vehicles that help meet stated objectives. The Contractor must provide the plan and update this plan as required by the TIA Program Manager throughout the fiscal year.

The Contractor will detail how, where and when the campaign will reach the target audience(s).

The Contractor will recommend in detail which media vehicles should be used, and in what proportion and priority, to reach the diverse audiences identified as important by TIA.

The Contractor's secondary and primary (if performed) research steps will inform the media plan. This research will help the Contractor and TIA understand underlying perceptions, thoughts, feelings and motivations of the target audiences and provide insights into their media consumption habits. The Contractor will leverage key themes and findings from creative testing to build effective messages for the audiences and will outline appropriate media vehicles to reach these audiences.

The Contractor will start with PRIZM. This tool helps will help identify target audience, geographic location and best ways to reach this audience within the identified location(s). PRIZM provides specific recommendations based on the highly targeted audience. Key media will include a breakdown of media type, suggested publications, TV shows, radio stations, websites, etc., and frequency for each specific tactic.

The Contractor will engage media partners to determine the opportunities that best align with the marketing objectives. As part of the media request, the Contractor will require rating information from each vendor.

The Contractor will assess all proposals as they are received, using evaluation and planning tools, such as STRATA and SQAD. These tools will be used pre- and post-buy.

- 1) STRATA will be used to efficiently manage all media types, including broadcast, cable, newspaper, radio, outdoor and digital advertising. This program collects, organizes and reports on all Contractor's past and current campaign experience.
- 2) SQAD will provide broadcast, cable and radio media cost data. The SQAD Database will ensure the Contractor and TIA transparency in the media marketplace. This data collection is derived from Nielsen, Arbitron and records of actual placed media. It dates back 16 rolling quarters for in-depth analysis of past rating trends. It will also create forecasting algorithms to help the Contractor budget and plan up to four quarters into the future. If SQAD skews high in Michigan markets, the Contractor will negotiate accordingly.
- 3) SQAD TV data includes all markets, 67 demographics, eight day parts, three levels of costs and actual purchased cost per points (CPPs) and cost per millions (CPMs) for the current quarter plus projections for the next four quarters each month. This comprehensive set of data will allow for complete and accurate post-buy comparisons. Data is reported in May (1Q), August (2Q), November (3Q) and February (4Q), and include all demos, day parts and markets, as well as average, low and high cost per points.
- 4) SQAD Radio has all markets, 38 demographics, seven day parts, including weekends, three levels of costs and CPPs and CPMs for actual purchased CPPs, and CPMs for the current quarter, plus projections for the next four quarters each month.

The Contractor will work closely with digital partners. The Contractor will provide them with target audience definition and insights about their habits and preferences. They will provide the Contractor with data and recommendations to evaluate and refine until the best is agreed upon by TIA and the Contractor.

The Contractor will create a detailed planning report for TIA's review and approval that will include all of the important and relevant information requested by the RFP, such as the paid media budget, target audience definition, schedule and flight dates, geography and media markets, advertising units and media weight (GRPs).

- a. The Contractor's media plan for paid advertising must outline:
  - 1) Paid media budget.
  - 2) Target audience.
  - 3) Flight dates.
  - 4) Geography/media markets.
  - 5) Advertising units.
  - 6) Media weight (gross rating point/GRP) levels and expenditures for each medium in each market.

The Contractor will create custom reports for each flight of the MAT<sup>2</sup> plan. The Contractor will help organize the data with use of maps, graphics, and tables.

2. The Contractor is responsible for developing, managing, and executing social media/new media strategies and deliverables to complement advertising and earned media campaigns.

Contractor's process and considerations for developing social media strategies:

- a. Participating in campaign launch meetings.
  - b. Reviewing overall marketing goals and objectives for campaign.
  - c. Based on marketing goals, determining social media/new media objectives that would assist in achieving those overall goals.
  - d. Determining measures of success and reporting metrics that will be used to report success to TIA.
  - e. Consulting in work plan and media planning stages to determine what earned and/or paid social and new media tactics should be included to aid in the determination up front, what will be needed, so social media works cohesively with the advertising or earned media campaigns (i.e., conversion needs for website, social sharing opportunities, additional content development, etc.).
  - f. Researching audit of industry best practices online, current TIA assets and online audiences, and potential competitors' online performance and current campaigns.
  - g. Developing social media and new media strategic plan, calendar and budget that will best promote advertising campaigns and deliver earned media campaigns to online audiences. This may include recommendations of new social channels based on goals and audience research.
  - h. Continued value-added opportunities initiated throughout the campaign to help make it a success.
  - i. Campaign implementation, ongoing monitoring and optimization of campaign while in market.
  - j. Based on TIA needs this may also include assisting in responding to and engaging and/or training TIA teams on execution of implementation deliverables.
  - k. Ongoing reporting throughout campaign and final campaign results presented based on success metrics.
3. The Contractor must identify the resources that will be used to develop media plans, including Mediamark Research & Intelligence (MRI) or Simmons Market Research Bureau (SMRB), Scarborough or Media Audit, PRIZM, Nielsen, Arbitron, and Nielsen Net ratings.
- a. The Contractor will cross-reference data from a combination of research tools to provide comprehensive insight and campaign analysis. PRIZM, Experian Simmons and Rhizalytics will assist in identifying target audience, geographic location and best ways to reach the audience within the identified location(s). Each tool provides specific recommendations based on the highly targeted audience. Key media will include a breakdown of media type, suggested publications, TV shows, radio stations, websites, etc., and frequency for each specific tactic.
  - b. The Contractor will engage media partners to determine the opportunities that best align with the marketing objectives. As part of the media request, the Contractor will require rating information from each vendor (Nielsen, Arbitron, Rentrack).
  - c. The Contractor will assess all proposals as they are received, using evaluation and planning tools, such as STRATA and SQAD. These tools are used pre- and post-buy. STRATA will be used to efficiently manage all media types, including broadcast, cable, newspaper, radio, outdoor, and digital advertising. This program will collect, organize, and report on all of the Contractor's campaign experiences. SQAD will provide broadcast, cable and radio media cost data derived from Nielsen, Arbitron and records of actual placed media. If SQAD skews high in Michigan, the Contractor will assess plans accordingly.
4. The Contractor must inform TIA, in writing, and evaluate as requested any special or unique media placements or opportunities with detailed deliverables and rationale.
- a. The Contractor will actively seek out special media placements. The Contractor will participate in ongoing in-person meetings with media partners to stay connected and

aware of special and unique media placements and opportunities in each market.

- b. The Contractor will evaluate special and unique media opportunities with the same level of scrutiny and care as the initial flight schedule. The Contractor will ensure that each opportunity fully aligns and adds value to the campaign objectives. Note that special and unique media opportunities may apply to trade publications, local business or other publications, or events that are relevant to our target audience groups, but not measured by standard media measurement tools. These unique opportunities will be evaluated on a case-by-case basis by Contractor's Media Director using information provided by the publications and third-party information where available.
- c. The Contractor will include how each potential special placement or opportunity fits strategic campaign timing, the target audience, its media value and impact on other media vehicles currently in market in their evaluation.
- d. The recommendation will include clearly defined deliverables, timing and support for the recommendation. The Contractor will include detailed information regarding each placement's impact on the overall media strategy and other media vehicles currently in market in the rationale.
- e. Upon approval from TIA, the Contractor will implement the plan. Verification of all deliverables will be included in campaign reporting to TIA, such as traditional media metrics (reach, frequency, GRPs), message quality metrics (tear sheets, air checks, screenshots), digital and social media metrics (click-thru rate, engagement tactics, bounce rate, impressions, etc.), earned media reporting and event attendance.

F. Place media messages and conduct advertising tracking surveys during enrollment period(s).

1. The Contractor is responsible to buy and negotiate radio and television air time, publication space, outdoor and transit space, direct mail services, and any other media used for advertising and promotions projects.
  - a. The Contractor will engage in deep negotiation for individual placements once the media plan is approved by TIA. The Contractor will provide the media vendors with target audience goals, reach and frequency/impression goals, and the ultimate goals of the campaign, and will be asked to provide recommendations for media placements, promotions, inventory and budget.
- 1) After a review of requests for proposal/inventory responses from qualified, reputable vendors, the Contractor will negotiate to obtain the best value (including discounts and bonus placements) and positions for TIA with each individual vendor, and build a media and schedule buy that meets the criteria agreed upon in the media plan. The Contractor will conduct multiple rounds of back-and-forth negotiation.
- 2) Once the Contractor has reached agreement with the media vendor, the buy will be considered completed. Signed orders will be dispatched to all vendors and a detailed schedule will be provided to TIA, listing purchased stations, publications and websites with spot schedules/impressions, discount/bonus value and timing. With the signed orders, the buy is considered "placed."
- 3) After the buy is placed and while it is airing, the Contractor will stay in close contact with vendors to ensure that schedules run as ordered. The Contractor will review screenshots for web placements and tear sheets for print placements, and will listen to air checks for radio spots to validate that creative is running correctly.
- b. Media performance will be monitored throughout the buy, and the Contractor will optimize as needed. Detailed media performance documents will be provided to TIA at regular intervals.



- 1) If the Contractor uncovers any inconsistencies in quality, the Contractor will negotiate restitution value above the original order.
- 2) The Contractor's Media Director will review every vendor invoice against the buy to ensure that full agreed-upon value has been received before authorizing for payment. Once third-party rating books (Arbitron, Nielsen) have been released that coordinate with the advertising periods, the Contractor will post actual ratings against station-supplied estimates/projections. The Contractor will require any station that falls short on point delivery to provide a make-good schedule to ensure that full agreed-upon value is received.

Contractor's Process for Direct Mail Services:

- a) Database Development: The Contractor will develop and recommend the date needed in order to develop a meaningful dialog with the target audiences online, via mobile, by mail, by phone or in person. The Contractor will take into consideration information that will support the campaign objectives and messaging when selecting data lists or reviewing TIA lists, such as:
  - Name of individual and/or organization
  - Email address
  - Social handles, e.g., Twitter
  - Mailing address, including ZIP code
  - Telephone number (mobile or landline)
  - Relevant demographic data, e.g., age, gender, marital status and lifestyle data and household size
- b) The Contractor will leverage the following if the information directly correlates to the lifestyle or attitudinal information about the target audience learned from research:
  - Recency/frequency/monetary purchase history by date, dollar amount, by product
  - Relevant organizational data, e.g., SIC (Standard Industrial Classification) code, size of firm, revenues, number of employees
  - Source of inquiry or order
  - Date and purchase details of first inquiry or order
  - Credit history and rating (scoring)
- c) Mail Lists: The Contractor will determine the type of mailing list: compiled (information taken from directories, magazine subscriptions, phone books, motor vehicle records, etc.) or direct response lists (information of people who have bought or responded to direct marketing). The Contractor will provide selection criteria (from the database development) that include such items as demographics, SIC selections, desired income or sales, number of employees, age, sex, etc., and then will work with a list broker to secure the list.
- d) Determine the Offer or Call to Action: The Contractor must provide a clear and concise offer and it must:
  - Fulfill a perceived need
  - Have a good perceived value, especially relative to competitors
  - Be practical
  - Be unique
  - Be appropriate for the customer and the brand
  - Have a clear connection with the brand
- e) Creative Brief: The creative brief will include direct mail as a deliverable and will give the creative team a realistic view of the role of direct mail in the campaign and what it is expected to achieve.

- f) Content, Layout and Design: The Contractor will ensure all elements are developed as a cohesive package. The Contractor will work with the USPS to consider the final handling and postage costs as part of the design.
  - g) Postage: The Contractor will select the correct postage to deliver on time and within budget. The Contractor will take into consideration bulk shipping or “trucking” mail to postal sorting locations.
2. The Contractor is responsible for advertising placement, negotiation of matching spots, value added, bonus, and other means to further advertising reach, as well as follow-up reporting to include invoice reconciliation, and audience delivery assessments with an objective of receiving plus or minus 10 percent of the Gross Rating Points (GRP) goal in the proposed media buy.
    - a. The first type of value-added the Contractor will negotiate is additional inventory, similar in kind and quality to the core contract. The Contractor will maximize inventory as much as possible while remaining cognizant of a point of diminishing return. This effort will include additional spots/ad placements, improved day parts, campaign date extensions, etc.
    - b. Once the Contractor is confident that level of reach and frequency best suited to meet the campaign goals has been attained, the Contractor will negotiate rates.
    - c. The Contractor’s final round of negotiation for value-added will seek opportunity for bonus spots in all assets available from the vendor.
    - d. Once the Contractor is confident that the absolute maximum value of each contract has been reached, the Contractor will issue a signed order clearly documenting all value-added. This contract will guarantee commitment from each vendor to execute the value-added as originally agreed upon and holds each vendor accountable for make-goods of each item listed in the signed order that is not executed as promised.
    - e. In addition to traditional value-added, the Contractor will optimize every element of the contract throughout the duration of each agreement. The Contractor will stay in close contact with media partners to take advantage of opportunities in the marketplace.
    - f. Once the Contractor has reached agreement on the specific value-added for each contract, it will be clearly documented and become part of the formal contract and insertion order to each respective vendor. At the time of invoicing, the Contractor will review execution of value-added with the same scrutiny as paid media components to ensure delivery before invoice authorization. The Contractor will detail complete media analysis and metrics, including value-added and bonus placements, in post-buy media reports.

Contractor’s partners:

Broadcast TV: DMA at NBC, ABC, CBS, Fox,

*Michigan Association of Broadcasters (MAB), and CoxReps*

Cable TV: Comcast, Charter, WOW, Michigan Cable Telecommunications Association (MCTA), National Cable Communications, Big Ten Network, ESPN, SEC Network, and MCTA.

Radio: I Heart Media, Radio One, Town Square Media, Westwood One, CBS Radio, Disney, Macdonald Broadcasting, MAB.

Public TV and Radio: WDET, WKAR, WUOM, WCMU and WGVU stations.

Outdoor: Outfront Media, Adams and Lamar, Crossroads Outdoor, Wolverine Sign Works, Skyline Outdoor Media, and Matrix Media.

Print: niche publications, statewide daily and community newspapers, and magazines throughout the state; Media Networks Inc., offering regional placement of print ads in top publications such as USA Today, People Magazine, etc. Michigan Press Association (MPA)

Digital Partners: Goodway Group for digital advertising, including web analytics, ad serving,

strategy, Pandora, HULU and Valassis.

Direct Mail and Email Marketing: Progressive Impressions International for data management, list strategy, list management and list brokerage; assistance with multichannel communications, including URLs, email campaigns and personalized mailers with variable data and lead lists.

Community Sponsorships: Council of Michigan Foundations, various chapters of the United Way, Ele's Place, American Cancer Society and Juvenile Diabetes Research Foundation.

Minority Media Partners: Michigan Publishers Auxiliary (represents 25 minority publications), Blac (part of the Metro Parent publication group in southeast Michigan), Arab American News, Michigan Chronicle and Front Page, Monica Sparks Show on Talk 1230 WTKG, El Vocero, Latino Press, Keweenaw Bay Indian Community Newsletter and New Opinion.

Merchandise/Giveaways: The Contractor maintains multiple wholesale licenses and works closely with multiple ASI vendor partners to procure and develop custom merchandise and/or giveaway items in support of messaging goals. Some partners include Mahoney and Associates, The Idea people, individual artists and entrepreneurs.

Sports Marketing: IMG College, Learfield Sports, CBS Sports, Big Ten Conference, Craig Martin Sports and Events Management, Professional Sports Publications, Michigan State University Athletics, Lansing Lugnuts, Traverse City Beach Bums, Grand Rapids Griffins, all professional sports teams, and Slam Dunk Sports Marketing.

Social partners: Google Partners Program.

3. The Contractor must negotiate make-good media-weight for any under-delivery to be scheduled during the next paid media flight.
  - a. The Contractor will stay in close contact with vendors to ensure that all deliverables are executed as ordered. Depending on the specific features of the buy, the Contractor's verification may occur weekly, monthly or quarterly. The Contractor's Media Director will review and approve required documentation as outlined below before authorizing payment. The Contractor will require detailed reporting and proof of performance with each media buy. The Contractor will discuss the requirement with each vendor at the time the contract is executed to ensure all parties are capable of the level of information required for invoice reconciliation.

Media Type	Required Verification Document
Print (Newspaper, Magazine, etc.)	Invoice, tear sheets for each placement
TV	Invoice, affidavit, spot check
Outdoor	Invoice, photo sheet
Radio	Invoice, affidavit, spot check
Digital	Dashboard metrics
Social Media	Network insights, analytics reports

- b. The Contractor requires make good media weight to exceed the value of the originally planned schedule. When the strategic timing is interrupted due to under-delivery on the part of a vendor, the Contractor will work to achieve an even greater reach and frequency to compensate for the lost time/opportunity. The Contractor will use make-good negotiations as an opportunity to boost organic media placement such as live reads from trusted spokespeople, traffic/weather sponsorships, event inclusion, social media posts, etc.
4. The Contractor will negotiate bonus media weight to supplement the media buys and a final report of the base buy plus the bonus weight delivered no later than 60 days after the media buy and bonus have aired. Return on Investment (ROI) for the bonus weight must

be included in the report.

5. The Contractor must work to extend a budget by means of innovative ideas, creative partnerships and aggressive negotiation skills to leverage any funding that may be available for paid advertising. The Contractor must provide their methodology to gain added value in media planning and purchasing.
6. Placement services include not only paid media but also value added media, Michigan Association of Broadcasters (MAB) media, Michigan Cable Telecommunications Association (MCTA) media and Michigan Press Association (MPA) media. Please describe your firm's experience in working with the MAB media, MCTA media and MPA media.
7. The Contractor must ship all radio and television dubs, with appropriate traffic instructions, to stations in time to meet program deadlines.

The Contractor's Traffic Director will be fully dedicated to overseeing the distribution of all creative assets to media vendors, including radio and television dubs, print and digital assets. The Traffic Director, in collaboration with the Media Director, will be diligent about detailed traffic instructions and adhering to the Contractor's follow-up systems to ensure that ads and spots run as scheduled.

- G. Provide results/recaps after each media campaign and work with stations if any make-goods are necessary.
1. The Contractor must provide in-depth analysis and evaluation of all media vehicles (radio, television, newspaper, magazine, outdoor, direct mail, social media, etc.) available throughout the State as requested.

The Contractor will track and monitor key performance indicators (KPIs) of the marketing strategies and tactics that make up the campaign that the Contractor and TIA agree upon in the project launch. These KPIs include such items as:

*Broadcast/Cable Television*

- Reach and frequency by market
- Total estimated impressions
- Gross rating points
- Purchased spots
- Bonus spots and sponsorships

*Radio*

- Reach and frequency by market
- Purchased spots
- Bonus spots (including web units)

*Outdoor*

- Daily effective circulation by market
- Total campaign impressions
- Bonus space/production value

*Print*

- Circulation/digital extensions
- Total estimated impressions
- Bonus spots (including earned media)

*Digital Analytics*

- Total estimated impressions
- Bonus impressions
- Type of impressions (mobile, display)

- Post-impression website visits
- Site visitors
- Site visits
- Avg session time
- Avg # pages visited
- Overall bounce rate
- Mobile interactions (clicks, impressions)
- Top-performing sites
- Highest-performing times/day of week
- Highest-performing ad types and messages

#### *Facebook*

- Conversions/clicks to website
- Page and post engagement (likes, comments, shares)
- Impressions and reach (weekly/monthly/daily totals)
- Event participation
- Lead generation
- Video views
- Geographic/demographic breakdown
- Earned media performance
- Paid advertising performance

#### *Twitter*

- Total/new followers
- Conversions/clicks to website
- Page and tweet engagement (retweets, comments, favorites)
- Geographic/demographic breakdown
- Earned media performance
- Paid advertising performance

#### *Instagram, YouTube, LinkedIn, Pinterest, Snapchat*

Impressions and reach

Video views and audience retention (where applicable)

Advertising performance

Engagement measurements

Subscribers and followers (where applicable)

#### *Sponsorships/Unique Media*

- Event attendance
- Awareness increase (gauged by survey)
- Inquiries (web contact form, phone)
- Lead to customer/purchaser ratio
- Cost per lead

2. The Contractor must conduct post-buy review on the placement of media and the effectiveness of media buys in terms of cost, reach, frequency, continuity, and message dispersion requirements, etc. The Contractor should use findings to refine current and future media plans. No later than two months following the end of each media buy, the Contractor must submit this post analysis report to the TIA Program Manager.
  - a. The Contractor's reconciliation reporting will include detailed and transparent information from credible third-party sources. The Contractor will customize media reports based on TIA's needs.
  - b. Custom dashboard reports will be created for each unique digital campaign. Each base report will include campaign dates, creative description and key performance indicators (KPIs) such as website visits, new visits, impressions, click-thru rate (CTR), cost per

thousand (CPM), cost per click (CPC), heat maps and conversion rates.

- c. Measurement reports for event sponsorships, earned media and guerrilla marketing efforts will be customized and agreed upon with TIA prior to execution.
  - d. Media performance will be monitored throughout the buy, and the Contractor will optimize as needed. Detailed media performance documents will be provided to TIA at regular intervals. If any inconsistencies in quality are found, the Contractor will negotiate restitution value above the original order. The Contractor's Media Director will review every vendor invoice against the buy to ensure that full agreed-upon value has been received before authorizing for payment.
  - e. Once third-party rating books (Arbitron, Nielsen) have been released that coordinate with the advertising periods, the Contractor will post actual ratings against station-supplied estimates/projections. Any station that falls short on point delivery must provide a make-good schedule to ensure that full agreed-upon value is received.
  - f. Make goods will be communicated to TIA in campaign media reports.
  - g. If adjustments are necessary mid-campaign, the Contractor will make recommendations to TIA immediately. The Contractor will constantly evaluate media recommendations and opportunities and refine the media strategy accordingly.
- H. Provide public relations services and counsel when required by the TIA Program Manager.
1. The Contractor must conduct public relations services and counsel as they arise. This is estimated to occur, but not limited to, 4 times per year.

The Contractor's work will include, but not be limited to:

- Implementing media outreach using a set of TIA-approved communication priorities and a carefully planned communications calendar.
- Developing MAT<sup>2</sup>-specific template editorials, articles and outreach materials.

## **1.2. Transition**

- A. As a one-time project upon award, the Contractor must review the existing campaigns and performance reports in order to provide recommendations to maximize value from the existing media mix.
  - 1) The Contractor's audit is described in the Requirements Section 1.A.
- B. End of Contract Conversion Responsibility: At Contract expiration or termination, the Contractor must work with State personnel and other contractors, if applicable, to convert or transition all Contract Activities, services and data into an acceptable format for uploading into or importing into a State owned database (also see Standard Contract Terms, Sections 25 and 32.e). The Contractor must work with the State and/or previous contractor during implementation of the transition plan to effect an orderly transition to the new contractor if applicable. The Contractor must allow as many personnel as practicable to attend meetings and receive hardcopy and/or electronic files (excel, PDF, etc) to help maintain the continuity and consistency of the services required by the Contract. The Contractor agrees to receive reasonable detailed specifications for all Contract Activities previously provided to the State to properly provide the Contract Activities required under the Contract.
  - 1) Files include but are not limited to, the previous year's reports (conference, media and summary, if applicable) and plans (strategy and media, if applicable) in their native format (Word, Excel, etc.) and *all* design, print, digital and web files packaged for TIA and vendor use. Packaged design, print, digital and web files include the collection of native files

(Illustrator, InDesign, Photoshop, etc.), fonts, images sized to the correct medium and development of a high-resolution PDF.

## 2. Acceptance

### 2.1. Acceptance, Inspection and Testing

The following criteria will be used by TIA to determine Acceptance of the Services or Deliverables provided under this SOW:

Before approving invoices for payment, the Program manager will review deliverables, review project hours and team members' involvement in the project, and review invoices for pass through expenses to verify costs are accurate and do not reflect markups. The Program Manager will also ensure Contractor's invoices include detailed information for the project.

## 3. Staffing

### 3.1. Contractor Representative

The Contractor must appoint an individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

#### Contractor Representative:

Michelle Ntoko  
517-267-9800 (main office)  
517-853-3880 (direct line)

### 3.2. Key Personnel

Key Personnel Name	Title	Detailed Description of Role(s) and Responsibilities assigned for this Contract	Physical Location during Contract Performance (City, State)	Full-Time (FT) or Part-Time (PT) Employee
Michelle Ntoko	Account Manager	<ul style="list-style-type: none"> <li>Primary day-to-day interface between TIA and Contractor</li> <li>Develop yearly marketing plans/recommendations</li> <li>Lead Project Manager, supervising all TIA projects and aligning Contractor resources to meet TIA's needs</li> <li>Develop and give presentations and reports as needed by TIA and described in this Contract</li> </ul>	Lansing, MI	FT
Julie Kreuger	Client Services Director	<ul style="list-style-type: none"> <li>Provide back-up guidance and support to Account Manager</li> <li>Assists in managing agency resources</li> <li>Ensures that all (including TIA and MET) State needs are met, on time and on budget</li> <li>Consults with Account Manager as needed for planning, budgeting and any other client needs</li> </ul>	Lansing, MI	FT
Jill Holden	Director of Strategy	<ul style="list-style-type: none"> <li>Lead strategic planning, branding development and research efforts for TIA</li> </ul>	Lansing, MI	FT

		<ul style="list-style-type: none"> <li>• Provide strategic guidance and direction</li> <li>• Collaborate with account manager to translate TIA business objectives into marketing strategies and will oversee campaign formation</li> <li>• Provide implementation and program evaluation to ensure delivery of business and communications goals.</li> <li>• Focus group moderator</li> <li>• First back-up to Roni Rucker Waters</li> </ul>		
Emmie Musser	Media Director	<ul style="list-style-type: none"> <li>• Develop and execute paid media strategies, plans and schedules</li> <li>• Negotiate rates and places media buys</li> <li>• Conducts post-buy analysis and prepares extensive media reports</li> <li>• Research and identify target audience lifestyle, including media consumption habits and preferences</li> <li>• Evaluate all media contracts including pricing, deliverables, reputation, invoicing and performance</li> </ul>	Lansing, MI	FT
Joel Newport	Creative Director	<ul style="list-style-type: none"> <li>• Lead Contractor creative team, including concept development, copywriting, art direction and design for all marketing elements</li> <li>• Oversee all aspects of creative process Works a lead producer/director on Broadcast and video deliverables,</li> </ul>	Lansing, MI	FT
Andrea Ness	Social Media and Content Marketing Director	<ul style="list-style-type: none"> <li>• Lead the social media and content marketing efforts</li> <li>• Work collaboratively with team members (account manager, strategy director, and media director) to identify and capitalize on content marketing and social opportunities for TIA, making sure all earned, paid and social media efforts are in alignment and are properly leveraged for maximum effectiveness</li> <li>• Develop social and content strategies, calendars and implementation schedules</li> <li>• Write, edit and approve social and content marketing copy internally before releasing for TIA approval</li> <li>• Oversee the management and implementation of social and content marketing calendars and schedules</li> </ul>	Lansing, MI	FT
Chelsea Maupin	Research Manager	<ul style="list-style-type: none"> <li>• Coordinate all market research efforts</li> <li>• Provides secondary research and background information</li> <li>• Generate market research analysis, reports of findings and executive summaries, including</li> </ul>	Lansing, MI	FT



		recommendations, for all research efforts <ul style="list-style-type: none"> <li>• Provide tracking, monitoring and analytics of communications tools</li> </ul>		
Debbie Horak	Firm Principal	<ul style="list-style-type: none"> <li>• Contractor owner – ultimately responsible for the Contractor's performance</li> <li>• Assist with high level of customer service and delivery of all services</li> </ul>	Lansing, MI	FT
Elissa Crumley	Firm Principal	<ul style="list-style-type: none"> <li>• Contractor owner – ultimately responsible for the Contractor's performance</li> <li>• Assist with overall strategy development, executive creative oversight and research tasks</li> <li>• Focus group moderator</li> </ul>	Lansing, MI	FT

- A. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.
- B. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):
1. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
  2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual.
- C. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed

above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

### 3.3. Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.



### 3.4. Disclosure of Subcontractors

- A. Situations may arise where the Contractor may not possess the expertise necessary to effectively execute a project. TIA expects that in those instances the Contractor will propose, or the Contractor and TIA will jointly identify, subcontractors as needed to creatively develop and oversee production of certain special programs or projects.

The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract. Any subcontractor must be agreed to by the State and an amendment to the Contract is required via Contract Change Notice. See Standard Contract Terms Section 10 Subcontracting and Section

## 54 Entire Contract and Modification.

- B. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
- a. The legal business name; address; telephone number; a description of sub-contractor's organization and the services it will provide; and information concerning sub-contractor's ability to provide the Contract Activities.
  - b. The relationship of the sub-contractor to the Contractor.
  - c. Whether the Contractor has a previous working experience with the sub-contractor. If yes, provide the details of that previous relationship.
  - d. A complete description of the Contract Activities that will be performed or provided by the sub-contractor.
  - e. Of the total Contract, the price of the sub-contractor's work.

### Subcontractors:

- a. Ahptic Productions LLC, 901 Cleveland St. Lansing, MI 48906  
(517) 482-8070

If necessary, GÜd Marketing may utilize the services of Ahptic Productions to:

- Assist with development of broadcast television commercials, promotional web videos, etc.
- Additional services: Provide video production, editing, motion graphics and animation.
  - 1) Preproduction support - location scouting and securing the location, talent audition, storyboards, set construction.
  - 2) Production services - camera, prime lens packages, grip truck, lights, craft services and all crew. Crew will consist of director, director of photography, assistant camera, grips and electricians.
  - 3) Editing and postproduction services – special effects, rotoscoping, compositing, green screen masking, color correction, music, voice over recording and audio mixing.

- b. Morpace, Inc. 31700 Middlebelt Road, Suite 200, Farmington Hills, MI 48334  
(248) 737-5300

If necessary, GÜd Marketing may utilize the services of Morpace to assist with primary research tasks:

- Online Quantitative Survey:
  - 1) Assist with survey design.
  - 2) Survey programming and testing.
  - 3) Plan, manage and conduct online survey research.
  - 4) Provide final tabs and report of results.
- In-Person Focus Groups (Quantitative):
  - 1) Morpace manages recruitment, facility procurement, and planning of in-person focus groups
- Additional services:
  - 1) Assist in questionnaire development
  - 2) Provide location and recording equipment
  - 3) Provide moderator if necessary or desired
  - 4) Provide report of results

- c. Luke Anthony Photography, LLC 1612 S. Genesee Dr., Lansing, MI 48915  
(773) 451-6981

If necessary, GÜd Marketing may utilize the services of Luke Anthony Photograph, LLC

for:

- Photography and videography

### 3.5. Security

The Contractor will be subject the following security procedures:

The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor must: (a) ensure that all employees have photo ID badges with the Contractor's logo and employee name imprinted on a magnetic badge (b) The State may require the Contractor's personnel to wear State issued identification badges.

#### **4. Project Management**

- A. The Contractor must provide account management that is proactive and flexible to meet changing business conditions.
- B. The Contractor must take all reasonable precautions to guard against any loss to TIA through the failure of suppliers to execute commitments properly.
- C. The Contractor shall not begin any work on any project before the TIA Program Manager has given formal approval and a work/expense authorization/purchase order has been issued and signed.
- D. Upon failure to meet a predetermined deadline, the Contractor must provide an explanation for such failure as soon as it is known and submit an updated project schedule to the TIA Program Manager

#### **4.1. Project Plan**

- A. The Contractor must meet with the TIA Program Manager for direction and to discuss the specifics of each project to be undertaken.
  - 1. The Contractor defines these meetings as Project Launch meetings.
- B. The Contractor must develop a critical path development schedule providing sufficient TIA approval time frames from initial presentation of creative through the production and delivery of product.
  - 1. Immediately following the Project Launch meeting, the Contractor will draft a detailed work plan (critical path development schedule) with built-in TIA approval times at each milestone. The Contractor will welcome any changes or modifications to the work plan that allow for better accommodation of TIA's needs.
- C. Prior to beginning work on a specific task or deliverable as agreed upon by the TIA Program Manager, the Contractor must provide the TIA Program Manager with a Project Plan and narrative for review. The Project Plan must include a breakdown of the work to be performed in Sections 1. Requirements and 4. Project Management, identifying tasks, subtasks, proposed time line, staff assigned (including hours of effort and hourly rate), total anticipated costs, any associated assumptions. The Plan must encompass the entire life cycle of the campaign while providing sufficient TIA approval timeframes from initial presentation through the production and delivery of material.

The TIA Program Manager must approve the Project Plan before work may begin.

- D. The Contractor must carry out this Contract under the direction and control of the TIA Program Manager. Within 10 calendar days of the Kick-Off Meeting per Section 4.2.A.1, the Contractor must submit a final Project Plan to the TIA Program Manager for final approval. This Project Plan will be updated throughout the Contract period for new projects/campaigns, media plan and marketing plan changes. The plan must include:
  - 1. The Contractor's organizational chart with names and title of personnel assigned to the Contract, which must align with the staffing stated in accepted proposals.
  - 2. A chart/table showing the breakdown of requirements in Section 1. Requirements and 4. Project Management including tasks, sub-tasks, proposed timeline and the resources/staff assigned, within the estimated budget (yearly estimate indicated under Scope Section) throughout the term of the contract.

3. Detail of how they will manage any additional projects that come about throughout the Contract period.
4. Process for addressing issues/changes as they develop throughout the Contract term and individuals responsible for receiving/reacting to any issues/changes.

### Contractor's Draft Project Plan

Assumptions:

- 1) Primary research will be conducted
- 2) TIA has minimum of three days for review and approval
- 3) Timing of press events is TBD based on when are scheduled
- 4) Planning activities for marketing strategy, media recommendations and public relations will happen simultaneously as possible and independently if needed.

Tasks and Subtasks	Resources and Staff	Timeline
<b>Develop Marketing Strategy</b>		
Launch (within 15 days of contract award)	Account Manager Director of Strategy PR/Policy Manager	Month 1 Week 2
Develop detailed work plan/critical path development schedule (requires TIA approval)	Account Manager Traffic Manager Team as needed	Month 1 Week 3
Develop corresponding project plan and narrative that includes breakdown of tasks, subtasks, timeline, costs and assumptions (requires TIA approval)	Account Manager Traffic Manager Contractor Principal Team as needed	Month 1 Weeks 3-4
Background and materials audit, including audit of all existing materials and reports as described in "transition" section of RFP	Account Manager Research Manager Art Director	Month 2 Week 1
Tasks and Subtasks	Resources and Staff	Timeline
Conduct secondary research	Research Manager	Month 2 Weeks 1-2
Conduct primary exploratory research (optional)	Director of Strategy Account Manager Research Manager	Primary research is approximately an 8- to 12-week process. If agreed upon, the project plan timing will be adjusted accordingly.
• Define/confirm research goals and objectives (requires TIA approval)	Account Manager Research Manager	
• Outline information needs/requirements (requires TIA approval)	Account Manager Research Manager	
• Determine recommended methodology (requires TIA approval)	Account Manager Research Manager	
• Define sample requirements (requires TIA approval)	Account Manager Research Manager	
• Develop research schedule/timeline (requires TIA approval)	Account Manager Research Manager	
• Identify field subcontractor (requires TIA approval)	Research Manager	
• Develop respondent screeners (requires TIA approval)	Research Manager	

<ul style="list-style-type: none"> <li>Develop questionnaire/moderator guide (requires TIA approval)</li> </ul>	Account Manager Research Manager	
<ul style="list-style-type: none"> <li>Program survey (survey only)</li> <li>Recruit focus group participants (focus groups only)</li> </ul>	Research Manager Subcontractor	
<ul style="list-style-type: none"> <li>Pretest survey (survey only) (requires TIA participation)</li> </ul>	Research Manager Account Manager Contractor's Marketing team	
<ul style="list-style-type: none"> <li>Execute/field the research</li> </ul>	Research Manager Subcontractor	
<ul style="list-style-type: none"> <li>Analyze results</li> </ul>	Research Manager	
<ul style="list-style-type: none"> <li>Draft report of research findings and implications (requires TIA participation)</li> </ul>	Research Manager	
Presentation to TIA staff with all findings to date	Account Manager Research Manager Director of Strategy	
Develop creative and strategy brief	Director of Strategy Account Manager	Month 2 Week 1-2
TIA review and approval of creative/strategy brief	Account Manager	Month 2 Week 2
Develop marketing strategy	Account Manager Director of Strategy Media Director Creative Director PR/Policy Manager	Month 2 Weeks 2-4
<b>Identify and Develop Creative Concepts</b>		
Launch creative team with approved brief and approved strategy	Account Manager Director of Strategy Media Director Creative team	Month 2 Week 3
<b>Tasks and Subtasks</b>		
<b>Resources and Staff</b>		
<b>Timeline</b>		
Creative team(s) work to develop initial ideas for internal Contractor project team review	Creative Director Creative teams	Month 2 Week 3-4
Marketing strategy and Multiple iterations of idea and concept development until ready for presentation to TIA. Strategy and concepts are reviewed with TIA	Creative Director Creative teams Director of Strategy Account Manager	Month 3 Weeks 1
Layout of final creative concepts into ADLOBs for presentation	Art Director Creative Director	Month 3 Week 2-3
Creative concepts (2) presented as ADLOBs to TIA for review and approval	Account Manager Creative Director	Month 3 Week 4
TIA final selection of one concept to move forward to implementation	Account Manager	Month 3 Week 4
<b>Develop Media Plan</b>		
Conduct media-specific research, for example, PRIZM, Experian Simmons, Rhizalytics, and so on.	Media Director Media Coordinator	Month 2 Weeks 3-4
Engage media partners to determine opportunities	Media Director	Month 2 Week 2 Through Month 3 Week 4
Assess all media proposals using STRATA and SQAD	Media Director Media Coordinator	Month 3 Weeks 3-4
Provide digital partners with objectives and target audience information	Media Director	Month 3 Weeks 3-4
Create media planning report (requires TIA approval)	Media Director Director of Strategy	Month 4 Weeks 1-2

	Account Manager	
Create custom reports for each flight of the TIA plan (requires TIA approval)	Media Director Account Manager	Timing to coincide with media placement
<b>Develop Social Media Strategies and Deliverables</b>		
Review campaign goals and determine social media objectives	Account Manager Social/Content Director	Month 2 Week 3-4
Determine success and reporting metrics for social media	Social/Content Director	Month 2 Week 3-4
Audit industry best practices for the category	Social/Content Director Research Manager	Month 2 Weeks 3-4
Audit TIA current assets and online audiences	Account Manager Social/Content Director	Month 2 Week 1
Audit potential competitors' online performance and current campaigns	Social/Content Director	Month 2 Week 1
Develop plan, calendar and budget (requires TIA approval)	Social/Content Director Account Manager	Month 2 Weeks 3-4
Implement campaign	Social/Content Director Media Coordinator	TBD
Ongoing negotiation of value added opportunities	Media Director	Ongoing
Ongoing monitoring and optimization of campaign while in market (requires TIA approvals)	Social/Content Director Media Coordinator Account Manager	Weekly
Ongoing management and response if needed (requires TIA participation)	Account Manager Social/Content Director	Ongoing
<b>Tasks and Subtasks</b>	<b>Resources and Staff</b>	<b>Timeline</b>
Ongoing reporting during campaign implementation	Account Manager	Monthly
Development and reporting of final campaign results	Social/Content Director	At campaign conclusion
<b>Produce and Duplicate Media Materials (Print, Collateral, Digital, Outdoor)</b>		
Final work plan and schedule for campaign deliverables presented to TIA (based on approved strategy, media recommendations and creative concept direction) (requires TIA approval)	Account Manager Traffic Manager Production Manager Media Coordinator	Month 4 Week 1
Account manager launches internal team	Account Manager Creative team Traffic Manager	Month 4 Week 1
Ongoing management of team to ensure deadlines are met	Account Manager Traffic Manager	Ongoing
Internal routing of creative deliverables	Account Manager Traffic Manager	Ongoing
Presentation of final creative deliverables to TIA for approval (requires TIA approval)	Account Manager Creative Director	Month 4 Week 4
TIA requested changes/refinements are made	Account Manager Creative team	Month 5 Week 1
Final route and proof prior to TIA review	Traffic Manager Account Manager	Month 5 Week 1
Final deliverables resubmitted to TIA for final approval	Account Manager	Month 5 Week 2

Approved deliverables are trafficked to the appropriate media source	Traffic Manager	Month 5 Week 2
<b>Produce Media Materials (Television, Radio, Video)</b>		
Final work plan and production/shooting schedule for campaign deliverables presented to TIA (based on approved strategy, media recommendations and creative concept direction) (requires TIA approval)	Account Manager Production Manager Creative Director Traffic Manager	Month 4 Week 1
Account manager launches internal team	Account Manager Creative team	Month 4 Week 1
Ongoing management of team to ensure deadlines are met	Account Manager Traffic Manager	Ongoing
Kickoff meeting with production team	Account Manager Creative team	Month 4 Week 1
Develop script (requires TIA approval)	Creative Director	Month 4 Week 2
Solicit production bids (TIA involvement/approval as desired)	Production Manager	Month 4 Week 2
Develop storyboards, locations, props (TIA involvement/approval as desired)	Creative team	Month 4 Week 3
Casting, SFX, music selections (MET involvement/approval as desired)	Creative Director Production Manager	Month 4 Week 3
Final script (requires TIA approval)	Creative Director Account Manager	Month 4 Week 4
Production recording (TIA participation invited)	Creative Director Account Manager Creative team Subcontractor	Month 5 Week 1
<b>Tasks and Subtasks                      Resources and Staff                      Timeline</b>		
Post-production edit	Creative Director Account Manager Subcontractor	Month 5 Week 2
Initial TIA review and approval of rough cut	Creative Director Account Manager	Month 5 Week 2
TIA requested changes/refinements made	Creative Director Account Manager	Month 5 Week 2
Second round edits (for TIA review and approval)	Creative Director Subcontractor	Month 5 Week 3
TIA requested changes/refinements made	Creative Director Account Manager	Month 5 Week 3
Final deliverables resubmitted to TIA for final approval	Creative Director Account Manager	Month 5 Week 3
Approved deliverables are shipped/trafficked to the appropriate media source with instructions in time to meet program deadlines	Traffic Manager Media Coordinator	Month 5 Week 4
<b>Negotiate and Place Paid Media</b>		
Negotiate individual media placements, requiring multiple rounds of negotiation with each media vendor as needed, to gain the best value for TIA	Media Director Media Coordinator	TBD
Negotiate value added and bonus placements	Media Director Media Coordinator	TBD
At the completion of negotiations, signed insertion orders dispatched to media vendors	Media Director Media Coordinator	TBD
Detailed final negotiated media schedule provided to TIA with spot schedules, impressions, discount/bonus value, timing. This step officially “places” the buy.	Media Director Media Coordinator	TBD



Ongoing contact with all media vendors to ensure schedules run as ordered. Validate the buy using such things as screenshots, tear sheets, affidavits, spot checks, photo sheets, air checks, analytics reports and so on	Media Director Media Coordinator	Ongoing
Ongoing monitoring of media performance and corresponding reports provided to TIA, as well as restitution required from the media outlet	Media Director Media Coordinator	Ongoing
Evaluation of vendor invoices against the buy before authorizing for payment	Media Director Media Coordinator	Monthly
Post actual ratings against projections	Media Director Media Coordinator	Ongoing and final at conclusion of buy
Negotiate make-goods to ensure full value received	Media Director Media Coordinator	At conclusion of buy
Conduct post-buy analysis that includes in-depth analysis of all media vehicles, effectiveness of media buys in terms of cost, reach, frequency, message dispersion, etc.	Media Director Media Coordinator	Immediately at conclusion of buy
Final report of media buy effectiveness (base weight plus bonus) delivered to TIA	Media Director Media Coordinator Account Manager	No later than 60 days after conclusion of the buy
<b>Project Management</b>		
<b>Tasks and Subtasks</b>	<b>Resources and Staff</b>	<b>Timeline</b>
Ongoing project management	Account Manager	Ongoing
Ongoing reporting	Account Manager Media Director Sr. PR/Policy Director Social/Content Director	Ongoing
Attendance at TIA meetings	Account Manager <i>(Others as needed/ directed by Account Manager)</i>	As required
Presentations as needed <i>(Note: Presenters TBD depending on subject matter to be covered.)</i>	Account Manager Media Director Sr. PR/Policy Director Social/Content Director Director of Strategy Research Manager Creative Director Contractor Principals	As required

The Contractor will consider a media plan to be a “living document” with an evolving strategy that will be updated throughout the year. There are two primary instigators for updates:

**1. Performance Metrics and Unique Opportunities:** The Contractor will monitor and optimize media performance regularly. For traditional media (TV, radio, outdoor, print), the Contractor will verify that each deliverable is executed as ordered and optimize the opportunity for value-added placements. For cable TV, the Contractor will pre-check the run times released at 4pm EST each day for the following day. The Contractor will work with the cable vendor to move our slotted times into better dayparts with higher ratings if that inventory is available. Digital and social advertising offer real-time metrics. The Contractor will look at which messages are performing best by audience, geography, ad type, and platform. The Contractor will discuss what we see happening with MAT<sup>2</sup>, and make real-time recommendations for shifting to better performing tactics as approved by TIA.

Detailed media performance reports will be provided to TIA monthly. Within these reports, the Contractor will include information about which media placements and tactics are performing best, and include recommendations for refinement or reallocation of marketing budget toward the highest performing tactics if warranted. The Contractor will work closely with TIA to gain approval of any significant changes from the original plan.

The Contractor will provide mid-term enhancements to the media plan based on marketplace trends and unique opportunities upon TIA approval.

Special and unique media opportunities will be evaluated with the same level of scrutiny and care as the initial flight schedule.

**2. Changes to TIA's Campaign Goals and Objectives:** The Contractor will make any mid-term changes with agility and accuracy. The Contractor will work in close collaboration with TIA. The Contractor will communicate regularly and offer proactive recommendations to modify the media plan to continually support TIA's changing or evolving needs.

The Contractor will complete a finalized work plan immediately after the project launch (kick-off meeting) and it will reflect the agreements and deadlines identified at the launch meeting.

#### **4.2. Meetings**

A. The Contractor must attend the following meetings:

1. In-person Kick-Off Meeting within 14 calendar days of the Effective Contract Date.
2. Although there will be continuous liaison with the Contractor team, the Contractor must confer weekly at a minimum, with the TIA Program Manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.
3. The Contractor must confer with TIA upon request within 2 business days of contact to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel, etc.
4. The State may request other meetings, as it deems appropriate. The Contractor must meet in-person/on-site when deemed necessary by the TIA Program Manager. The Contractor must conduct meetings with subcontractors independently as directed by the TIA Program Manager.

#### **4.3. Reporting**

A. The Contractor must submit, to the TIA Program Manager, the following custom reports that include content and layouts approved by TIA.

1. The Contractor must provide conference reports (prepared and submitted within three working days of all meetings).
2. The Contractor must report on the efficiency and effectiveness of all marketing, promotion, and campaigns/projects against the goals and objectives established for the campaign/project.
3. The Contractor must submit brief written weekly and/or monthly summaries of progress which outline the work accomplished during the reporting period and budget information by purchase order/project.
4. No later than two weeks prior to a media buy, the Contractor shall provide copies of the negotiated buy to the TIA Program Manager so it can be shared with appropriate program staff.
5. No later than two months following the end of each enrollment period, the Contractor must prepare a final summary showing the amounts ordered and actually paid per station, publication and/or outdoor company. These summaries should be compiled by target group,

by medium, by market, and showing a grand total. No-charge bonus or bonuses, or PSA schedules must also be summarized quarterly in the same way.

6. No later than two months following the end of each enrollment period, the Contractor must submit post analysis reports which compare any such schedule estimates against actual spot rotation deliveries.
7. No later than two months following the end of each enrollment period, the Contractor must submit evaluation reports with supporting data, describing how the media buy accomplished the intended goals of the buy.

## **5. Ordering**

### **5.1. Authorizing Document**

The appropriate authorizing documents for the Contract will be a signed Blanket Purchase Order as well as an Agency Issued Purchase Order and Project Plan.

## **6. Invoice and Payment**

### **6.1. Invoice Requirements**

- A. The Contractor must provide detailed invoices for services rendered which clearly outline the scope of billing. The Contractor must provide complete backup with Contractor invoices including signed estimates and all original copies of third-party invoices. The Contractor must also provide reconciliation of all projects approved for pre-billing within one day at their completion.
- B. All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.
- C. Invoices will be approved based upon completion of deliverables within a pre-approved Project Plan. Payments will be made upon approval of the TIA Program Manager. All invoices must reflect actual work done.
- D. TIA shall reimburse the Contractor only for services and/or materials authorized by TIA approved by the Program Manager and purchase order. Payment shall not exceed the amount approved by authorized estimate without submission and approval of a revised estimate.
- E. The Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb) for current rates.
- F. The Contractor will not be reimbursed for personnel labor or other costs incurred in connection with client account services, meetings, commissionable advertising, or costs associated with membership in or attendance at industry conferences, seminars, etc. The Contractor will not be reimbursed for any overtime costs incurred by the Contractor or by any Subcontractor or supplier, unless such costs have been specifically identified in an approved work estimate.
- G. Expenses for packaging, handling, shipping, postage and freight, travel, meals, lodging and per diem paid to or on behalf of outside talent, and services acquired through the Contractor's internal facilities or parent or subsidiary organizations shall be billed at cost. Additionally, the following items must also be billed at cost: talent renewals, licensing fees, television and radio dubs, and satellite and communications uplinks.
- H. The Contractor must pass on all reductions in cost, such as volume and early payment discounts, to TIA, in the fiscal year in which the originating expenses occurred.
- I. The Contractor must make timely payments to all subcontractors without waiting for TIA payment of corresponding invoices. The Contractor must maintain a line of credit for this purpose.

- J. The Contractor must allow 45 days from the date of receipt of accurate and complete invoices and backup for receipt of payment. In addition, the Contractor may provide details for invoice discounts for early payment of monthly billings.

## **6.2. Payment Methods**

TIA will make payment for Contract Activities by Electronic Fund Transfer (EFT). Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>.

**STATE OF MICHIGAN**

Contract No. 071B6600070  
Marketing and Advertising Services - TIA

**EXHIBIT B**

**Reserved**

**STATE OF MICHIGAN**  
Contract No. 071B6600070  
Marketing and Advertising Services - TIA

**EXHIBIT C**  
**PRICING**

1. Quick Payment Terms (2% 10 Net 30 except pass-through costs): The number of days must not include processing time for payment to be received by the Contractor's financial institution.
2. The State can only commit funds in the fiscal year they are available; commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations.
3. The contract is part fixed (Account Management), variable (Creative) and commission percentage (Media Placement) based Pricing as approved in the Project Plan per Exhibit A, Section 4 and Exhibit A Section 6 Invoice and Payment.
4. The estimated annual budget is \$266,666.00. The Contract value will be set at \$800,000 for the period: August 24, 2016 – April 7, 2019.
5. The Contractor is paid per approved deliverable (see Exhibit A, Section 4 Project Management and Section 6 Invoice and Payment), not as a flat percentage of the total annual budget estimate.
6. Account Management (Project Plan Management and Market Research)
  - A. A fixed annual price will be used to compensate the Contractor for Account Management services. The price is expected to compensate the Contractor for all Account Management services related to the project, including current marketing activity review, marketing plan development, marketing plan coordination between TIA staff who might be in charge of various plan aspects (biweekly or at least weekly communication via phone or email), project management with attendance at any TIA advertising and marketing team meetings, media planning, account services public relations support, communications coordination and support for special projects.
  - B. All overhead and expenses of the Contractor are included in the fixed annual price (prorated on monthly invoices).
7. Creative (Production, Public Relations, Writing and Graphic Design for All Media Types including Web, Email, Social Media, Video, Print, Radio and Digital Advertising)
  - A. A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative services. The price is expected to compensate the Contractor for all Creative services related to the project, including creative development, production and public relations.
  - B. The blended hourly rate includes all Deliverables specified in Exhibit A, Section 1 Specifications.
  - C. Blended hourly rate is defined as the Not-To-Exceed hourly amount that will be paid to the Contractor for Creative deliverables based on approved Project Plan.
  - D. All subcontracted work must be passed through at "cost" and include no mark-up of any kind.
  - E. All overhead expenses of the Contractor must be included in the variable price.
8. Media Placement Contractor Fee
  - A. A commission percentage will be used to compensate the Contractor for Media Placement services. The fee is expected to compensate the Contractor for all media placement services related to the project, including placement and distribution for all media types.
  - B. The State will not accept fees or commissions from subcontractors and suppliers, these Contractors shall be at a non-commissioned rate, no mark up.

- C. The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media, on each project.

8. Pricing Table

Deliverable	Estimated Annual Creative Hours	Estimated Annual Media Placement	Price
1. Account Management (Project Plan Management and Market Research) – Fixed Annual Price			16,500
2. Creative (Development, Production, Writing and Graphic Design for All Media Types including Web, Email, Social Media, Video, Print, Radio and Digital Advertising) – Variable Blended Hourly Rate	600		\$125.00/hour
3. Media Placement Contractor Fee – Commission Percentage		\$175,000	7%

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE OF CONTRACT NO. 071B6600070**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Pace & Partners, Inc., dba Gud Marketing  1223 Turner Street, Suite 101 Lansing, MI 48906	Debbie Horak Lisa Crumley	<a href="mailto:horak@gudmarketing.com">horak@gudmarketing.com</a> <a href="mailto:crumley@gudmarketing.com">crumley@gudmarketing.com</a>
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	517-267-9800	*****6524

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	TREASURY	Robin Lott	517-241-3301	<a href="mailto:lottr@michigan.gov">lottr@michigan.gov</a>
BUYER:	DTMB	Mary Ostrowski	517-284-7021	<a href="mailto:ostrowskim@michigan.gov">ostrowskim@michigan.gov</a>

CONTRACT SUMMARY:			
<b>DESCRIPTION:</b>			
Michigan Education Trust (MET) Marketing and Advertising Services – Department of Treasury			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	April 8, 2016	April 7, 2019	2 – One Year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
2% Net 10; Net 30	N/A	N/A	N/A
<b>ALTERNATE PAYMENT OPTIONS:</b>			<b>AVAILABLE TO MiDEAL PARTICIPANTS</b>
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>MINIMUM DELIVERY REQUIREMENTS:</b>			
N/A			
<b>MISCELLANEOUS INFORMATION:</b>			
N/A			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:</b>		\$2,190,000.00	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #007116B0006599. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.



**Notice of Contract #: 071B6600070**

<b>FOR THE CONTRACTOR:</b>	<b>FOR THE STATE:</b>
_____ Firm Name	_____ Signature
_____ Authorized Agent Signature	_____ Name/Title
_____ Authorized Agent (Print or Type)	_____ Enter Name of Agency
_____ Date	_____ Date



**STATE OF MICHIGAN**  
Contract No. 071B6600070  
MET Marketing and Advertising Services - Treasury

**EXHIBIT A**  
**STATEMENT OF WORK**  
**CONTRACT ACTIVITIES**

**PROJECT REQUEST**

This Contract is for Marketing and Advertising Services for the Michigan Department of Treasury (Treasury), Michigan Education Trust (MET), Section 529 prepaid tuition program.

**SCOPE**

The Contractor will assist in developing and implementing internal and external communications as well as performing public relations activities for the MET program. These activities should increase awareness of MET, increasing participation in MET while promoting the many program benefits, including federal and State income tax benefits.

This is a 3 year Contract and may be renewed up to 2 additional 1-year periods. The annual budget is \$730,000.00. Typically, MET open enrollment takes place December through September. Media/Advertising usually occurs as follows:

- December/January to announce the new enrollment period and for gift-giving
- April/May for tax season
- August/September for College Savings Month and end of enrollment.

Main deliverables to be accomplished:

1. Develop a marketing strategy for the MET program enrollment period(s).
2. Identify and develop creative concepts for the MET program enrollment period(s) as needed.
3. Conduct marketing research such as focus group testing, telephone or intercept surveys as needed.
4. Produce and duplicate media materials as needed.
5. Develop a media plan for the MET program enrollment period(s).
6. Place media messages and conduct advertising tracking surveys during enrollment period(s).
7. Provide results/recaps after each media campaign and work with stations if any make-goods are necessary.
8. Provide public relations services and counsel when required.

Target Audiences:

Women, household incomes over \$75,000, parents with children (newborn through 12th grade), aged 30-49, grandparents, guardians, other relatives, Michigan businesses, Charitable Foundations and others interested in pre-purchasing future undergraduate college tuition, for a Michigan child, at current prices.

**BACKGROUND**

MET is the State's Section 529 prepaid tuition program established in 1986 by P.A. 316. The program was launched in 1988 and was the first prepaid tuition program in the nation. Section 529 of the internal revenue code provides tax benefits to prepaid tuition and investment based college savings programs. MET offers parents, grandparents, businesses and others the opportunity to purchase up to 10 semesters of undergraduate tuition at any Michigan public college or university for children who are Michigan residents. Purchasers can pre-purchase tuition for children at current contract prices and contributions are pooled together for investment purposes to pay future tuition. MET's goal is to make college education affordable for those who may not otherwise afford to attend.



MET utilizes a one (1) step process for persons interested in participating in the program. Individuals may submit a signed contract, payment and enrollment fee to the MET office by mail, in person or electronically via the web site during a specific open enrollment period. Upon receipt of the contract, MET conducts a review for errors and resolves any found errors then forwards to purchasers a MET accepted contract and certificate. MET offers lump sum payment and monthly purchase. The monthly purchase option includes payroll deduction and automatic clearinghouse (ACH) payments. A new payment option will be implemented for the 2016 enrollment period.

During the 2015 enrollment 1,694 contracts were sold at an investment of \$48.1 million. Contracts were accepted December 10, 2014 through September 30, 2015. It is anticipated that the next enrollment period will be scheduled to begin December 2015.

The Michigan Education Savings Program (MESP) is the State's Section 529 direct-sold savings/investment program and was launched in November 2000. MESP allows families and others to open a savings account to save for higher education expenses for a child to attend any higher education institution in the nation. Many people confuse MET with MESP and think MET has been replaced by MESP. However, MET and MESP can be used together or separately. MESP commits a portion of their marketing budget toward joint marketing initiatives that include MET.

## 1. REQUIREMENTS

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- A. Develop a marketing strategy for the MET program enrollment period(s).

### Contractor's steps for developing a marketing strategy:

1. Step 1: Launch. The Contractor will facilitate a formal launch meeting with the two core teams (MET and Contractor). This meeting will provide the opportunity to:
  - a. Identify and clarify all business and marketing goals and objectives for the periods (each enrollment period for at least the first year, with opportunity to discuss longer-term goals if they are relevant).
  - b. Share or exchange relevant information such as background, past marketing campaigns and metrics; survey data; qualitative findings (for example, focus group findings, interview findings); brand standards; compliance guidelines, etc.
  - c. Discuss timing requirements, milestones and deadlines.
  - d. Discuss logistics, review and approval requirements, preferred methods of communication, etc.

### DELIVERABLES:

- 1) *Conference report of the meeting including all agreements made.*
- 2) *Detailed work plan for agreed-upon projects.*

2. Step 2: Background and materials audit. The Contractor will assign a small team to review all important background information, the MET website, and other marketing and enrollment materials, including existing campaigns and campaign performance reports.

### DELIVERABLE:

*Brief summary of findings emphasizing potential implications or action items for future campaigns and campaign strategy.*

3. Step 3: Secondary research.
  - a. The Contractor will catalog Treasury's existing knowledge and the experience gained by working with the Michigan Education Savings Program (MESP).



- b. The Contractor will then conduct secondary research to add to and update the Contractor's existing knowledge, and identify and assess:
  - 1) Current best practices in the category from other states, other programs, etc.
  - 2) The competitive landscape.
  - 3) Secondary data that helps define and deepen the understanding of the target audience groups, their motivations and perceptions and their media habits. Potential sources include PRIZM and other omnibus surveys and resources.
  - 4) Marketing and advertising programs of leaders in the category and/or other financial category leaders.

**DELIVERABLES:**

- 1) *Brief summary of findings emphasizing potential implications or action items for future campaigns and campaign strategy.*
  - 2) *A Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis that combines all the findings from steps 2 and 3.*
4. Step 4: Optional primary research (if recommended by Contractor and approved by MET). The Contractor will conduct primary research depending on the results of steps 1, 2 and 3 above. The Contractor will recommend primary research if there are significant gaps in knowledge and understanding. Depending on the information needed, the Contractor will recommend either quantitative (survey) or qualitative (interviews or focus groups) research, or both, to provide needed inputs into campaign strategy.
    - a. Survey research can be used to quantify information; for example, perceptions of college savings among target audience groups, relative size of different target audience segments, etc.
    - b. Focus groups or interviews can be used to explore thoughts, beliefs and feelings more deeply and are often used to help craft campaign messaging and creative direction.

**DELIVERABLES:**

- 1) *Brief summary of findings emphasizing potential implications or action items for future campaigns and campaign strategy.*
  - 2) *SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis that combines all the findings from steps 2, 3 and 4 (replaces the SWOT in step 3).*
  - 3) *Presentation of all work to this point for MET core team and others as appropriate. Presentation will summarize key findings and implications from the Discovery and Insights phase of the Contractor's work and provide an opportunity for MET staff to respond and provide input for the next phase – strategy development.*
5. Step 5: Develop creative and strategy brief. The Contractor will consolidate and summarize all the findings in the initial exploratory and research steps into a creative and strategy brief for review and approval by the MET. The brief will include relevant insights from the audit and secondary and primary research that are critical to the development of marketing strategy for the MET program enrollment periods. Similarities and differences between target audience groups, their motivations, potential calls to action and other findings that provide for a deep understanding of the audience groups and their relationship to college savings will be detailed.

**DELIVERABLE:**

*Creative and strategy brief document for discussion, review and approval that includes detailed customer profiles and critical information that will guide the Contractor as it begins its work of developing impactful and efficient strategies for reaching the target audiences.*

6. Step 6: Develop marketing strategy per the brief. The Contractor will convene its core strategic team (director of strategy, creative director, director of content and social media, account manager) and other Contractor resources as necessary to



develop the recommended marketing strategy for review by and approval of MET. The marketing strategy will address such points as:

- a. Goals and objectives
- b. Target audience definition and motivations presented in a way that explains the audience's current beliefs and perceptions and what MET wants them to understand, know and believe
- c. The key messages for each target audience group that will help them shift their current beliefs and perceptions to the desired state of knowledge and beliefs
- d. Recommended strategies and tactics with accompanying calendar and budget
- e. High-level media recommendations
- f. Recommended metrics for campaign evaluation

Marketing strategy will be led by the Contractor's in-house research, planning and strategy group and will be developed with a strong foundation in research and fact-finding. It will be directed by Contractor's Director of Strategy. The team will work collaboratively and independently in brainstorming and vetting ideas, which are then evaluated and built into a strategy document for presentation, discussion, review and ultimate approval by MET. The work done in the Discovery and Insights phase (audit, secondary research and primary research) and then consolidated into the strategy brief will provide the criteria by which the strategic ideas will be assessed. The proposed strategy is routed through and reviewed by multiple Contractor staff to assure it provides the best possible recommendations.

The Contractor will place an emphasis on understanding the target audience, including the needs, knowledge, attitudes, beliefs, values and practices of its members, in order to provide them with the information, motivation or exchange that is most relevant and valuable to them.

**DELIVERABLE:**

*Marketing strategy document that details Contractor's recommendations for target audience groups, high-impact key messages that will resonate with the target audience groups, strategies and tactics to reach them, and a corresponding calendar and budget recommendation and evaluation metrics.*

- B. Identify and develop creative concepts for the MET program enrollment period(s) as needed.
  1. The Contractor will be responsible for developing or modifying advertising/marketing/creative concepts and direction (including but not limited to 30-second TV and 30- and 60-second radio spots).

**Contractor's creative concepting approach:**

- a. Step 1: The team will be launched with a detailed creative brief document that is formulated based on the findings of the steps contained in the Discovery and Insights phase and an understanding of the strategic plan and brand standards.
- b. Step 2: The Contractor will conduct exploratory focus groups during the Discovery and Insights phase specifically to provide input to the process for creative concepting. The Contractor will listen to representatives of the target audience talk directly about their thoughts, feelings, perceptions and motivations
- c. Step 3: Multiple creative teams (pairs that include some combination of account planner, copywriter and art director) work together to develop many ideas, which are presented and evaluated by the larger team.
- d. Step 4: Creative concepting will include many rounds of development, review, new ideas, review, more new ideas, etc., until the best ideas rise to the top and are ready for presentation to MET and/or for testing depending on the agreements made about the process at the launch meeting.



- e. Step 5: The Contractor will start with broad, high-level concepts that will work in any media and then adapt the approved concept to the appropriate media. Once the broad concept direction is approved the Contractor will immediately apply it first to 30-second television and then to 30- and 60-second radio.
- 1) TV spot development will begin with a treatment, an overall description of how the ad will flow, the tone of the ad, the general message and general visuals.
  - 2) Once the treatment is approved, the Contractor will write a script that conforms precisely to the timing requirements.
  - 3) The Contractor may develop storyboards in the form of illustrations displayed to help MET visualize the sequence of the TV spot.
  - 4) Once the script and storyboards are approved, the production process begins.

The relevance and resonance of the creative with the target audience will be informed by the Discovery and Insights phase of the Contractor's process.

DELIVERABLE:

*Two creative concept directions presented as "advertising-like objects," or ADLOBS, that include a campaign theme, benefit or tagline; potential headlines; supporting copy points or key messages; and visual direction.*

2. All creative concepts/materials/productions must be copyright free, including non-rights managed visual materials (to be used in print, online and other forms) and full buy-out (unrestricted use) of talent in all Michigan media (broadcast, cable, and online) for a minimum four (4) year period. The Contractor must ensure that, in negotiations of talent rights, the State will be signatory on all talent/property rights. In cases where rights managed materials may actually be more affordable than creating original materials for the purpose of buyout, these instances can be evaluated on a case-by-case basis and will be flagged by the Contractor for review. In cases where copyright cannot be transferred directly to the State, the Contractor will negotiate rights for unlimited statewide use for a period of four years or greater. Rights managed material that may be more cost-effective could include library music, stock photography and celebrity voice-over or on-camera talent.

C. Conduct marketing research such as focus group testing, telephone or intercept surveys as needed.

1. The Contractor is responsible for conducting market research, as appropriate, to better assess the target populations that the State is trying to reach with its communication efforts. This market research may include the use of marketing databases such as Prizm, intercept surveys, focus groups, observational research, and other tools as approved to help determine/refine message and creative strategies.

The Contractor will always include secondary research as part of their development process. If MET initially determines that primary research will be important from their perspective, the Contractor will begin the research process at the launch meeting. If not, the Contractor will make a determination during the audit and secondary research steps of their process and present a recommendation for research.

Contractor's Research Approach:

- a. Step 1: Define the research in detail. The Contractor will build out the initial plan in more detail. The Contractor will work through the following issues/questions and make recommendations with MET checkpoints and approvals along the way.
  - 1) Clarify/confirm research goals and objectives. (What does MET want to accomplish with the research?)
  - 2) Outline information needs/requirements from the research findings. (What will be learned from the research?)



- 3) Determine appropriate methodology. (How should the Contractor conduct the research? Do the goals lend themselves more to qualitative or quantitative methodology? Which precise methodology is best for this project?)
  - 4) Define in detail the sample requirements. (Whom should the Contractor conduct this research with; who should be communicated with and why?)
  - 5) Develop a schedule to ensure that the research findings are timely. (When does the information need to be in order for it to have an impact on the work?)
- b. Step 2: Identify a field subcontractor. The Contractor will work with a subcontractor who fields the research. The Contractor will lead all of the development activities and are responsible for the “front end,” but will work with a subcontractor for the “back end” of the process such as survey coding, respondent recruitment, data cleaning and tabulation.
  - c. Step 3: Develop and approve respondent screeners that determine who qualifies to complete the survey or participate in the interviews/focus groups.
  - d. Step 4: Develop the questionnaire (Survey only) or moderator guide (Focus groups only). Construct the questions and the flow of the survey or discussion.
  - e. Step 5: (Survey only): Program the survey. Once the questionnaire is developed, a fielding subcontractor will work to program it into the system, accounting for the proper ordering of questions and skip patterns, as needed.
  - f. Step 6: (Survey only): Pretest the survey. The survey will be pretested by representatives from the Contractor, the research fielding firm, MET, etc., to ensure that the questions are programmed correctly and in the correct order.
  - g. Step 7: Execute the research.
    - a. In the case of a survey, the survey will be deployed to respondents who satisfy the screening criteria. The Contractor will track completions daily, in terms of total completes and to ensure that the Contractor is satisfying any sample quotas for specific groups that are needed to have represented.
    - b. In the case of focus groups or interviews, respondents are recruited to participate and invited to attend a group discussion or interview on a specified day and at a specified time.
  - h. Step 8: Analyze the results and report the findings. The Contractor will conduct a thorough analysis of the findings of the research with special attention to the conclusions and implications that will inform the campaign.
    - a. In the case of a survey, the data are cleaned first and then tabulated for review.
    - b. In the case of focus groups or interviews, key findings are outlined and described.

**DELIVERABLE:**

*Presentation of research findings and implications to MET in the form of a written report document and, if requested, a PowerPoint or Keynote presentation for a larger group.*

**D. Produce and duplicate media materials as needed.**

1. The Contractor is responsible for producing internet project deliverables in support of TV and radio messaging, including repurposed-TV ads, banner ads, rich media ads, splash pages, etc.

The Contractor’s process for completing work incorporates the following steps, which will be managed jointly by the Account Manager and Traffic Manager. The Contractor will use the management software system, Workamajig, to help manage workflow and other Contractor functions.



The Contractor's steps for producing and duplicating media materials:

- a. Step 1: Once the marketing strategy plan, media recommendations and creative direction have been approved, The Contractor's account manager will finalize the work plan, then campaign deliverables are identified and scheduled. The final work plan and schedule will be sent to the State and shared internally for the entire team.
  - b. Step 2: The Contractor's Account Manager will launch the internal team with a project/creative brief that provides important guidelines for the team to meet the deliverables.
  - c. Step 3: The Contractor's Account Manager and Traffic Manager work with the team daily to ensure that the proper resources are assigned and that review dates and deadlines are being met.
  - d. Step 4: As each creative deliverable is completed, it will be routed through the appropriate Contractor staff to assure fidelity to project goals, strategy, specifications, quality standards, production readiness, etc. For all web deliverables, the Contractor will assure Section 508 compliance when appropriate.
  - e. Step 5: All creative deliverables will be reviewed with the State for approval.
  - f. Step 6: Requested changes will be made and final deliverables will be sent to the State for final approval. All creative will be proofed multiple times throughout the process, and will always undergo a final proof as the last step.
  - g. Step 7: Final approved deliverables will be trafficked to the appropriate media source for placement.
2. The Contractor is responsible for producing other project deliverables including billboards, posters, banners, flyers, e-mail marketing messages, etc.

The Contractor has complete in-house creative and production capabilities and will use their creative director, production manager, traffic manager, web designer/developer, copywriters, art directors, graphic designers and production artists. The Contractor's process for completing work incorporates the following steps, which will be managed jointly by the Account Manager and Traffic Manager. The Contractor will use their management software system, Workamajig, to help manage workflow and other Contractor functions.

The Contractor's steps for producing other project deliverables:

- a. Step 1: Once the marketing strategy plan, media recommendations and creative direction have been approved, the Contractor's Account Manager will finalize the work plan so all campaign deliverables are identified and scheduled. This final work plan and schedule will be sent to MET and shared internally for the entire team.
- b. Step 2: The Contractor's Account Manager will launch the internal team with a project/creative brief that will provide important guidelines for the team to meet the deliverables.
- c. Step 3: The Account Manager and Traffic Manager will work with the team daily to ensure that the proper resources are assigned and that review dates and deadlines are being met.
- d. Step 4: Each creative deliverables completed will get routed through the appropriate Contractor staff to assure fidelity to project goals, strategy, specifications, quality standards, production readiness, etc. All Web deliverables will be assured for Section 508 compliance when appropriate.





- e. Step 5: All creative deliverables will be reviewed with MET for approval.
  - f. Step 6: Requested changes will be made and final deliverables will be sent to MET for final approval. All creative will be proofed multiple times throughout the process, and will always final proofed as the last step.
  - g. Step 7: Final approved deliverables will be trafficked to the appropriate media source for placement.
3. The Contractor must direct and coordinate television and radio production and review all aspects including budgets, casting, music, and special effects with Treasury.
- a. The Contractor is responsible for shooting, recording, editing, and post-production.
    - 1) The Contractor will direct and manage all aspects of the production of approved concepts and scripts, including talent, music, crew, lighting, location and budget. The Contractor will utilize subcontractors for video and audio production
    - 2) Contractor's steps for video and audio production include:
      - a) Step 1: Creative brief – guides all execution
      - b) Step 2: Kickoff meeting with the production team
      - c) Step 3: Script development
      - d) Step 4: MET review and approvals
      - e) Step 5: Production bids
      - f) Step 6: Development of storyboards, locations and props (video)
      - g) Step 7: Casting, SFX, music selections
      - h) Step 8: Final scriptwriting
      - i) Step 9: Client review and approvals
      - j) Step 10: Production recording
      - k) Step 11: Post-production edit
      - l) Step 12: Final MET review and approval
      - m) Step 13: Distribution
    - 3) The Contractor's Creative Director will serve as executive producer and will be responsible for strategic oversight, guidance, and coordination of all shooting, directing, recording, editing, and post-production to ensure creative excellence. For production the Contractor will utilize subcontractors that meet the Contractor's quality standards and work ethic.
    - 4) For every step of the process, MET will be invited to have as much or as little participation as they wish; for example, with regard to approving locations, talent, music, editing, etc., prior to final production.
    - 5) For broadcast deliverables (such as TV, video and radio), a final approved script will be required before production begins.
    - 6) The Contractor will audition talent on screen and scout locations. The Contractor will manage subcontractors to provide any other support necessary for success, including props, extras, etc.
    - 7) The Contractor will conduct a minimum of two rounds of edits for each video or audio spot, based on MET feedback. The Contractor will tightly manage the work in the editing studio to ensure that the process is timely and cost-effective.



- 8) The Contractor will utilize talent agencies and individuals who offer a variety of options for the voice talent needs. Once the creative team has identified the type of voice needed, the Contractor will audition several voice talents and make a final selection. The Contractor's Production Manager will negotiate the contract requiring unlimited use licensing, and then will coordinate timing. The Contractor's Creative Director will be present for recording to assure fidelity to creative vision and script.
  - 9) The Contractor will utilize an experienced pool of talent including talent agencies and individuals with modeling, acting, performing, and voice recording experience. The Contractor's creative team and production manager will work together to identify and retain the best talent based on the goals, objectives, and budget of the project. The Contractor's Production Manager will handle all necessary arrangements with talent, including timing and travel.
  - 10) For animation, The Contractor will work with several talented subcontractors who specialize in animation and animation editing. The Contractor will originate the concept and look of the animation; the Art Director will develop key designs and still frames, and will supply these to the subcontractor. The subcontractor will then execute final animation, with management from the Contractor's creative team.
  - 11) The Contractor's scripts will identify the intended audio components. Prior to production, the Contractor will work closely with a production studio subcontractor to identify the perfect theme or audio components needed to bring the concept fully to life.
- b. The Contractor must deliver both rough cuts and finished spots to Treasury for final approval within the timeframe defined by Treasury but no less than one (1) working day.
- 1) The Contractor will include MET in multiple stages of production to ensure that approvals are met on time and that issues are spotted early enough in the process to be corrected.
  - 2) The Contractor will show rough cuts in person with the MET and essential stakeholders, unless otherwise directed by MET, to talk about all changes for the final version.
  - 3) The Contractor will share video on Vimeo, where MET can review further.
  - 4) The Contractor will deliver final video on a USB miniature hard drive in both high resolution formats for presentations and internal reviews and low resolution formats for sharing and social media.
- c. The Contractor is responsible for producing and duplicating media materials as needed in a variety of digital formats as required to meet the specifications of Michigan's broadcast and cable television and radio stations which may include, Beta, Digital Beta, wmv files, mov files, mp3 files, etc.
- 1) The Contractor's Traffic Manager, Production Manager and Media Director will work together to ensure that all jobs have complete specifications on file, and deliver accordingly. The Contractor will work with subcontractors to provide nontraditional and legacy formats, if needed.
  - 2) The Contractor will work closely with their production studio subcontractors to execute MET's duplication needs. The Contractor's Production Manager will coordinate the creation of "dubs" with the production studio and will work with the Media buyer to ship the dubs to each media outlet, based on the approved media schedule. (Typically, broadcast dubs are shipped as digital files.) The Contractor will maintain a master file of each TV and radio spot the Contractor produces.



- 3) The Contractor guarantees distribution and delivery by utilizing the following key tools:
  - a) Insertion orders will be created and sent to each media vendor outlining the agreed-upon cost, deadlines, and deliverables.
  - b) The Contractor's traffic manager will next work with Workamajig and the creative and production teams to ensure accurate execution and delivery.
  - c) Workamajig is a fully integrated web-based Contractor management system. This system will integrate all Contractor functions into a seamless system: MET service and project management, accounting, creative management, production management, traffic and media.
  - d) The Contractor will utilize the following disclaimer to ensure file integrity: "Any alterations to this file by anyone who is not a staff member of Gd Marketing will result in non-payment."
  - e) The Contractor will require confirmation emails from all media vendors upon acceptance of materials, including the disclaimer.

E. Develop a media plan for the MET program enrollment period(s).

1. The Contractor is responsible for developing a comprehensive media plan for the MET program enrollment periods and their appropriate target audiences, messages, message strategies, and communication vehicles that help meet stated objectives. The Contractor must provide the plan and update this plan as required by the Treasury Program Manager throughout the fiscal year. The Contractor will detail how, where and when the campaign will reach the target audience(s).

The Contractor will recommend in detail which media vehicles should be used, and in what proportion and priority, to reach the diverse audiences identified as important by MET:

- 1) Parents with children (newborn through 12<sup>th</sup> grade), ages 30 to 49
- 2) Women with household incomes of more than \$75,000
- 3) Grandparents, guardians and other relatives
- 4) Michigan businesses
- 5) Charitable foundations and others interested in pre-purchasing future undergraduate tuition for a Michigan child at current prices

The Contractor's secondary and primary (if performed) research steps will inform the media plan. This research will help the Contractor and MET understand underlying perceptions, thoughts, feelings and motivations of the target audiences and provide insights into their media consumption habits. The Contractor will leverage key themes and findings from creative testing to build effective messages for the audiences and will outline appropriate media vehicles to reach these audiences.

The Contractor will start with PRIZM. This tool helps will help identify target audience, geographic location and best ways to reach this audience within the identified location(s). PRIZM provides specific recommendations based on the highly targeted audience. Key media will include a breakdown of media type, suggested publications, TV shows, radio stations, websites, etc., and frequency for each specific tactic.

The Contractor will engage media partners to determine the opportunities that best align with the marketing objectives. As part of the media request, the Contractor will require rating information from each vendor.

The Contractor will assess all proposals as they are received, using evaluation and planning tools, such as STRATA and SQAD. These tools will be used pre- and post-buy.



- 1) STRATA will be used to efficiently manage all media types, including broadcast, cable, newspaper, radio, outdoor and digital advertising. This program collects, organizes and reports on all Contractor's past and current campaign experience.
- 2) SQAD will provide broadcast, cable and radio media cost data. The SQAD Database will ensure the Contractor and MET transparency in the media marketplace. This data collection is derived from Nielsen, Arbitron and records of actual placed media. It dates back 16 rolling quarters for in-depth analysis of past rating trends. It will also create forecasting algorithms to help the Contractor budget and plan up to four quarters into the future. If SQAD skews high in Michigan markets, the Contractor will negotiate accordingly.
- 3) SQAD TV data includes all markets, 67 demographics, eight day parts, three levels of costs and actual purchased cost per points (CPPs) and cost per millions (CPMs) for the current quarter plus projections for the next four quarters each month. This comprehensive set of data will allow for complete and accurate post-buy comparisons. Data is reported in May (1Q), August (2Q), November (3Q) and February (4Q), and include all demos, day parts and markets, as well as average, low and high cost per points.
- 4) SQAD Radio has all markets, 38 demographics, seven day parts, including weekends, three levels of costs and CPPs and CPMs for actual purchased CPPs, and CPMs for the current quarter, plus projections for the next four quarters each month.

The Contractor will work closely with digital partners. The Contractor will provide them with target audience definition and insights about their habits and preferences. They will provide the Contractor with data and recommendations to evaluate and refine until the best is agreed upon by MET and the Contractor.

The Contractor will create a detailed planning report for MET's review and approval that will include all of the important and relevant information requested by the RFP, such as the paid media budget, target audience definition, schedule and flight dates, geography and media markets, advertising units and media weight (GRPs).

a. The Contractor's media plan for paid advertising must outline:

- 1) Paid media budget.
- 2) Target audience.
- 3) Flight dates.
- 4) Geography/media markets.
- 5) Advertising units.
- 6) Media weight (gross rating point/GRP) levels and expenditures for each medium in each market.

The Contractor will create custom reports for each flight of the MET plan. The Contractor will help organize the data with use of maps, graphics, and tables.

2. The Contractor is responsible for developing, managing, and executing social media/new media strategies and deliverables to complement advertising and earned media campaigns.

Contractor's process and considerations for developing social media strategies:

- a. Participating in campaign launch meetings.
- b. Reviewing overall marketing goals and objectives for campaign.
- c. Based on marketing goals, determining social media/new media objectives that would assist in achieving those overall goals.
- d. Determining measures of success and reporting metrics that will be used to report success to MET.
- e. Consulting in work plan and media planning stages to determine what earned and/or paid social and new media tactics should be included to aid in the determination up front, what will be needed,



- so social media works cohesively with the advertising or earned media campaigns (i.e., conversion needs for website, social sharing opportunities, additional content development, etc.).
- f. Researching audit of industry best practices online, current MET assets and online audiences, and potential competitors' online performance and current campaigns.
  - g. Developing social media and new media strategic plan, calendar and budget that will best promote advertising campaigns and deliver earned media campaigns to online audiences. This may include recommendations of new social channels based on goals and audience research.
  - h. Continued value-added opportunities initiated throughout the campaign to help make it a success.
  - i. Campaign implementation, ongoing monitoring and optimization of campaign while in market.
  - j. Based on MET needs this may also include assisting in responding to and engaging and/or training MET teams on execution of implementation deliverables.
  - k. Ongoing reporting throughout campaign and final campaign results presented based on success metrics.
3. The Contractor must identify the resources that will be used to develop media plans, including Mediarm Research & Intelligence (MRI) or Simmons Market Research Bureau (SMRB), Scarborough or Media Audit, PRIZM, Nielsen, Arbitron, and Nielsen Net ratings.
- a. The Contractor will cross-reference data from a combination of research tools to provide comprehensive insight and campaign analysis. PRIZM, Experian Simmons and Rhizalytics will assist in identifying target audience, geographic location and best ways to reach the audience within the identified location(s). Each tool provides specific recommendations based on the highly targeted audience. Key media will include a breakdown of media type, suggested publications, TV shows, radio stations, websites, etc., and frequency for each specific tactic.
  - b. The Contractor will engage media partners to determine the opportunities that best align with the marketing objectives. As part of the media request, the Contractor will require rating information from each vendor (Nielsen, Arbitron, Rentrack).
  - c. The Contractor will assess all proposals as they are received, using evaluation and planning tools, such as STRATA and SQAD. These tools are used pre- and post-buy. STRATA will be used to efficiently manage all media types, including broadcast, cable, newspaper, radio, outdoor, and digital advertising. This program will collect, organize, and report on all of the Contractor's campaign experiences. SQAD will provide broadcast, cable and radio media cost data derived from Nielsen, Arbitron and records of actual placed media. If SQAD skews high in Michigan, the Contractor will assess plans accordingly.
4. The Contractor must inform the State, in writing, and evaluate as requested any special or unique media placements or opportunities with detailed deliverables and rationale.
- a. The Contractor will actively seek out special media placements. The Contractor will participate in ongoing in-person meetings with media partners to stay connected and aware of special and unique media placements and opportunities in each market.
  - b. The Contractor will evaluate special and unique media opportunities with the same level of scrutiny and care as the initial flight schedule. The Contractor will ensure that each opportunity fully aligns and adds value to the campaign objectives.
  - c. The Contractor will include how each potential special placement or opportunity fits strategic campaign timing, the target audience, its media value and impact on other media vehicles currently in market in their evaluation.
  - d. The recommendation will include clearly defined deliverables, timing and support for the recommendation. The Contractor will include detailed information regarding each placement's



impact on the overall media strategy and other media vehicles currently in market in the rationale.

- e. Upon approval from MET, the Contractor will implement the plan. Verification of all deliverables will be included in campaign reporting to MET, such as traditional media metrics (reach, frequency, GRPs), message quality metrics (tear sheets, air checks, screenshots), digital and social media metrics (click-thru rate, engagement tactics, bounce rate, impressions, etc.), earned media reporting and event attendance.

F. Place media messages and conduct advertising tracking surveys during enrollment period(s).

1. The Contractor is responsible to buy and negotiate radio and television air time, publication space, outdoor and transit space, direct mail services, and any other media used for advertising and promotions projects.
  - a. The Contractor will engage in deep negotiation for individual placements once the media plan is approved by MET. The Contractor will provide the media vendors with target audience goals, reach and frequency/impression goals, and the ultimate goals of the campaign, and will be asked to provide recommendations for media placements, promotions, inventory and budget.
    - 1) After a review of requests for proposal/inventory responses from qualified, reputable vendors, the Contractor will negotiate to obtain the best value (including discounts and bonus placements) and positions for MET with each individual vendor, and build a media and schedule buy that meets the criteria agreed upon in the media plan. The Contractor will conduct multiple rounds of back-and-forth negotiation.
    - 2) Once the Contractor has reached agreement with the media vendor, the buy will be considered completed. Signed orders will be dispatched to all vendors and a detailed schedule will be provided to MET, listing purchased stations, publications and websites with spot schedules/impressions, discount/bonus value and timing. With the signed orders, the buy is considered "placed."
    - 3) After the buy is placed and while it is airing, the Contractor will stay in close contact with vendors to ensure that schedules run as ordered. The Contractor will review screenshots for web placements and tear sheets for print placements, and will listen to air checks for radio spots to validate that creative is running correctly.
  - b. Media performance will be monitored throughout the buy, and the Contractor will optimize as needed. Detailed media performance documents will be provided to MET at regular intervals.
    - 1) If the Contractor uncovers any inconsistencies in quality, the Contractor will negotiate restitution value above the original order.
    - 2) The Contractor's Media Director will review every vendor invoice against the buy to ensure that full agreed-upon value has been received before authorizing for payment. Once third-party rating books (Arbitron, Nielsen) have been released that coordinate with the advertising periods, the Contractor will post actual ratings against station-supplied estimates/projections. The Contractor will require any station that falls short on point delivery to provide a make-good schedule to ensure that full agreed-upon value is received.

Contractor's Process for Direct Mail Services:

- a) Database Development: The Contractor will develop and recommend the date needed in order to develop a meaningful dialog with the target audiences online, via mobile, by mail,



by phone or in person. The Contractor will take into consideration information that will support the campaign objectives and messaging when selecting data lists or reviewing MET lists, such as:

- Name of individual and/or organization
  - Email address
  - Social handles, e.g., Twitter
  - Mailing address, including ZIP code
  - Telephone number (mobile or landline)
  - Relevant demographic data, e.g., age, gender, marital status and lifestyle data and household size
- b) The Contractor will leverage the following if the information directly correlates to the lifestyle or attitudinal information about the target audience learned from research:
- Recency/frequency/monetary purchase history by date, dollar amount, by product
  - Relevant organizational data, e.g., SIC (Standard Industrial Classification) code, size of firm, revenues, number of employees
  - Source of inquiry or order
  - Date and purchase details of first inquiry or order
  - Credit history and rating (scoring)
- c) Mail Lists: The Contractor will determine the type of mailing list: compiled (information taken from directories, magazine subscriptions, phone books, motor vehicle records, etc.) or direct response lists (information of people who have bought or responded to direct marketing). The Contractor will provide selection criteria (from the database development) that include such items as demographics, SIC selections, desired income or sales, number of employees, age, sex, etc., and then will work with a list broker to secure the list.
- d) Determine the Offer or Call to Action: The Contractor must provide a clear and concise offer and it must:
- Fulfill a perceived need
  - Have a good perceived value, especially relative to competitors
  - Be practical
  - Be unique
  - Be appropriate for the customer and the brand
  - Have a clear connection with the brand
- e) Creative Brief: The creative brief will include direct mail as a deliverable and will give the creative team a realistic view of the role of direct mail in the campaign and what it is expected to achieve.
- f) Content, Layout and Design: The Contractor will ensure all elements are developed as a cohesive package. The Contractor will work with the USPS to consider the final handling and postage costs as part of the design.
- g) Postage: The Contractor will select the correct postage to deliver on time and within budget. The Contractor will take into consideration bulk shipping or “trucking” mail to postal sorting locations.
2. The Contractor is responsible for advertising placement, negotiation of matching spots, value added, bonus, and other means to further advertising reach, as well as follow-up reporting to include invoice reconciliation, and audience delivery assessments with an objective of receiving plus or minus 10 percent of the Gross Rating Points (GRP) goal in the proposed media buy.



- a. The first type of value-added the Contractor will negotiate is additional inventory, similar in kind and quality to the core contract. The Contractor will maximize inventory as much as possible while remaining cognizant of a point of diminishing return. This effort will include additional spots/ad placements, improved day parts, campaign date extensions, etc.
- b. Once the Contractor is confident that level of reach and frequency best suited to meet the campaign goals has been attained, the Contractor will negotiate rates.
- c. The Contractor's final round of negotiation for value-added will seek opportunity for bonus spots in all assets available from the vendor.
- d. Once the Contractor is confident that the absolute maximum value of each contract has been reached, the Contractor will issue a signed order clearly documenting all value-added. This contract will guarantee commitment from each vendor to execute the value-added as originally agreed upon and holds each vendor accountable for make-goods of each item listed in the signed order that is not executed as promised.
- e. In addition to traditional value-added, the Contractor will optimize every element of the contract throughout the duration of each agreement. The Contractor will stay in close contact with media partners to take advantage of opportunities in the marketplace.
- f. Once the Contractor has reached agreement on the specific value-added for each contract, it will be clearly documented and become part of the formal contract and insertion order to each respective vendor. At the time of invoicing, the Contractor will review execution of value-added with the same scrutiny as paid media components to ensure delivery before invoice authorization. The Contractor will detail complete media analysis and metrics, including value-added and bonus placements, in post-buy media reports.

Contractor's partners:

Broadcast TV: DMA at NBC, ABC, CBS, Fox,

*Michigan Association of Broadcasters (MAB), and CoxReps*

Cable TV: Comcast, Charter, WOW, Michigan Cable Telecommunications Association (MCTA), National Cable Communications, Big Ten Network, ESPN, SEC Network, and MCTA.

Radio: I Heart Media, Radio One, Town Square Media, Westwood One, CBS Radio, Disney, Macdonald Broadcasting, MAB.

Public TV and Radio: WDET, WKAR, WUOM, WCMU and WGVU stations.

Outdoor: Outfront Media, Adams and Lamar, Crossroads Outdoor, Wolverine Sign Works, Skyline Outdoor Media, and Matrix Media.

Print: niche publications, statewide daily and community newspapers, and magazines throughout the state; Media Networks Inc., offering regional placement of print ads in top publications such as USA Today, People Magazine, etc. Michigan Press Association (MPA)

Digital Partners: Goodway Group for digital advertising, including web analytics, ad serving, strategy, Pandora, HULU and Valassis.

Direct Mail and Email Marketing: Progressive Impressions International for data management, list strategy, list management and list brokerage; assistance with multichannel communications, including URLs, email campaigns and personalized mailers with variable data and lead lists.

Community Sponsorships: Council of Michigan Foundations, various chapters of the United Way, Ele's Place, American Cancer Society and Juvenile Diabetes Research Foundation.

Minority Media Partners: Michigan Publishers Auxiliary (represents 25 minority publications), Blac (part of the Metro Parent publication group in southeast Michigan), Arab American News, Michigan Chronicle and Front Page, Monica Sparks Show on Talk 1230 WTKG, El Vocero, Latino Press, Keweenaw Bay Indian Community Newsletter and New Opinion.





Merchandise/Giveaways: The Contractor maintains multiple wholesale licenses and works closely with multiple ASI vendor partners to procure and develop custom merchandise and/or giveaway items in support of messaging goals. Some partners include Mahoney and Associates, The Idea people, individual artists and entrepreneurs.

Sports Marketing: IMG College, Learfield Sports, CBS Sports, Big Ten Conference, Craig Martin Sports and Events Management, Professional Sports Publications, Michigan State University Athletics, Lansing Lugnuts, Traverse City Beach Bums, Grand Rapids Griffins, all professional sports teams, and Slam Dunk Sports Marketing.

Social partners: Google Partners Program.

- 3. The Contractor must negotiate make-good media-weight for any under-delivery to be scheduled during the next paid media flight.
  - a. The Contractor will stay in close contact with vendors to ensure that all deliverables are executed as ordered. Depending on the specific features of the buy, the Contractor’s verification may occur weekly, monthly or quarterly. The Contractor’s Media Director will review and approve required documentation as outlined below before authorizing payment. The Contractor will require detailed reporting and proof of performance with each media buy. The Contractor will discuss the requirement with each vendor at the time the contract is executed to ensure all parties are capable of the level of information required for invoice reconciliation.

Media Type	Required Verification Document
Print (Newspaper, Magazine, etc.)	Invoice, tear sheets for each placement
TV	Invoice, affidavit, spot check
Outdoor	Invoice, photo sheet
Radio	Invoice, affidavit, spot check
Digital	Dashboard metrics
Social Media	Network insights, analytics reports

- b. The Contractor requires make good media weight to exceed the value of the originally planned schedule. When the strategic timing is interrupted due to under-delivery on the part of a vendor, the Contractor will work to achieve an even greater reach and frequency to compensate for the lost time/opportunity. The Contractor will use make-good negotiations as an opportunity to boost organic media placement such as live reads from trusted spokespeople, traffic/weather sponsorships, event inclusion, social media posts, etc.
- 4. The Contractor will negotiate bonus media weight to supplement the media buys and a final report of the base buy plus the bonus weight delivered no later than 60 days after the media buy and bonus have aired. Return on Investment (ROI) for the bonus weight must be included in the report.
- 5. The Contractor must work to extend a budget by means of innovative ideas, creative partnerships and aggressive negotiation skills to leverage any funding that may be available for paid advertising. The Contractor must provide their methodology to gain added value in media planning and purchasing.
- 6. Placement services include not only paid media but also value added media, Michigan Association of Broadcasters (MAB) media, Michigan Cable Telecommunications Association (MCTA) media and Michigan Press Association (MPA) media. Please describe your firm’s experience in working with the MAB media, MCTA media and MPA media.



7. The Contractor must ship all radio and television dubs, with appropriate traffic instructions, to stations in time to meet program deadlines.

The Contractor's Traffic Director will be fully dedicated to overseeing the distribution of all creative assets to media vendors, including radio and television dubs, print and digital assets. The Traffic Director, in collaboration with the Media Director, will be diligent about detailed traffic instructions and adhering to the Contractor's follow-up systems to ensure that ads and spots run as scheduled.

- G. Provide results/recaps after each media campaign and work with stations if any make-goods are necessary.

1. The Contractor must provide in-depth analysis and evaluation of all media vehicles (radio, television, newspaper, magazine, outdoor, direct mail, social media, etc.) available throughout the State as requested.

The Contractor will track and monitor key performance indicators (KPIs) of the marketing strategies and tactics that make up the campaign that the Contractor and MET agree upon in the project launch. These KPIs include such items as:

*Broadcast/Cable Television*

- Reach and frequency by market
- Total estimated impressions
- Gross rating points
- Purchased spots
- Bonus spots and sponsorships

*Radio*

- Reach and frequency by market
- Purchased spots
- Bonus spots (including web units)

*Outdoor*

- Daily effective circulation by market
- Total campaign impressions
- Bonus space/production value

*Print*

- Circulation/digital extensions
- Total estimated impressions
- Bonus spots (including earned media)

*Digital Analytics*

- Total estimated impressions
- Bonus impressions
- Type of impressions (mobile, display)
- Post-impression website visits
- Site visitors
- Site visits
- Avg session time
- Avg # pages visited
- Overall bounce rate
- Mobile interactions (clicks, impressions)
- Top-performing sites



- Highest-performing times/day of week
- Highest-performing ad types and messages

#### *Facebook*

- Conversions/clicks to website
- Page and post engagement (likes, comments, shares)
- Impressions and reach (weekly/monthly/daily totals)
- Event participation
- Lead generation
- Video views
- Geographic/demographic breakdown
- Earned media performance
- Paid advertising performance

#### *Twitter*

- Total/new followers
- Conversions/clicks to website
- Page and tweet engagement (retweets, comments, favorites)
- Geographic/demographic breakdown
- Earned media performance
- Paid advertising performance

#### *Instagram, YouTube, LinkedIn, Pinterest, Snapchat*

Impressions and reach  
 Video views and audience retention (where applicable)  
 Advertising performance  
 Engagement measurements  
 Subscribers and followers (where applicable)

#### *Sponsorships/Unique Media*

- Event attendance
- Awareness increase (gauged by survey)
- Inquiries (web contact form, phone)
- Lead to customer/purchaser ratio
- Cost per lead

2. The Contractor must conduct post-buy review on the placement of media and the effectiveness of media buys in terms of cost, reach, frequency, continuity, and message dispersion requirements, etc. The Contractor should use findings to refine current and future media plans. No later than two months following the end of each media buy, the Contractor must submit this post analysis report to the Treasury Program Manager.
  - a. The Contractor's reconciliation reporting will include detailed and transparent information from credible third-party sources. The Contractor will customize media reports based on MET's needs.
  - b. Custom dashboard reports will be created for each unique digital campaign. Each base report will include campaign dates, creative description and key performance indicators (KPIs) such as website visits, new visits, impressions, click-thru rate (CTR), cost per thousand (CPM), cost per click (CPC), heat maps and conversion rates.
  - c. Measurement reports for event sponsorships, earned media and guerrilla marketing efforts will be customized and agreed upon with MET prior to execution.
  - d. Media performance will be monitored throughout the buy, and the Contractor will optimize as needed. Detailed media performance documents will be provided to MET at regular intervals. If



any inconsistencies in quality are found, the Contractor will negotiate restitution value above the original order. The Contractor's Media Director will review every vendor invoice against the buy to ensure that full agreed-upon value has been received before authorizing for payment.

- e. Once third-party rating books (Arbitron, Nielsen) have been released that coordinate with the advertising periods, the Contractor will post actual ratings against station-supplied estimates/projections. Any station that falls short on point delivery must provide a make-good schedule to ensure that full agreed-upon value is received.
- f. Make goods will be communicated to MET in campaign media reports.
- g. If adjustments are necessary mid-campaign, the Contractor will make recommendations to MET immediately. The Contractor will constantly evaluate media recommendations and opportunities and refine the media strategy accordingly.

H. Provide public relations services and counsel when required by the Treasury Program Manager.

- 1. The Contractor must conduct public relations services and counsel as they arise. This is estimated to occur, but not limited to, 4 times per year.

The Contractor's work will include, but not be limited to:

- Implementing media outreach using a set of MET-approved communication priorities and a carefully planned communications calendar.
- Generating a steady series of outreach materials four times per year that take advantage of topical opportunities dovetailing with college savings:
  - 1) Holiday gifting/New Year's resolutions
  - 2) Tax time, post-tax time
  - 3) 529 day/graduation
  - 4) Back to school
- Developing MET-specific template editorials, articles and outreach materials.

Contractor's Public Relations Services Plan:

a. Step One: Launch Meeting

The Contractor will hold a kickoff meeting to review MET's PR goals. The Contractor's Account Executive and PR team will discuss and align on project goals and objectives for the facilitation of seamless project execution. The process for the PR launch meeting mirrors the process of the marketing kickoff discussion.

We will engage in collaborative discussion with the MET team to:

- Introduce campaign team leaders
- Define roles and responsibilities
- Review project goals and objectives
- Discuss the planned course of action
- Summarize key milestones and deliverables
- Clarify assumptions
- Identify key success factors
- Outline local, regional and state priorities



- Discuss project management essentials (communication processes, coordination methods, reporting expectations)
- b. Step Two: Research Existing PR Assets and Opportunities  
The Contractor will perform a series of information audits to learn more about MET and gather the data and content needed to develop an integrated strategic plan that encompasses many touch points to reach the targeted audiences.
- This research will:
- Inform messaging strategy.
  - Identify opportunities online and in the media, and methods for communicating.
  - Help in getting the right message to the right people, in the right way, at the right time.
- The Contractor's PR-related research will include but is not be limited to:
- Communications audit of materials and online assets, reviewing MET's current communications channels with its target audiences, social media insights and audiences, news media coverage and distribution lists and other secondary research as recommended by MET.
  - Nationwide review of the 529 college savings plan industry's best PR practices and trends.
  - Assessment of MET's existing PR content (e.g., media advisories, press releases, news coverage, etc.) and how this messaging could be repurposed for value-added opportunities.
  - Media review of MET's current media lists and media coverage from the prior year and previous campaigns, as well as identification of other areas of media representation that will be necessary, including additional online opportunities.
  - Partner audit and compilation – The Contractor will examine the various communication platforms employed by MET's partners to determine whether MET is utilizing all available messaging opportunities.
- c. Step Three: Develop Integrated Strategic Plan  
The Contractor will utilize MET's existing inventory of communication tools, including its website, social media platforms and traditional media deliverables (press releases, advance news advisories that promote events, etc.) to improve communication activities, expand outreach to better engage existing and new audiences, and extend awareness about MET successes.
2. The Contractor must develop, coordinate and schedule public relations services and press event(s) to increase public awareness as they arise. This includes, but is not limited to, press releases, tv and radio interviews, enrollment sessions, and photo opportunities.

Contractor's approach to developing press event strategies, media advisories, press releases, talking points and other written outreach materials:

- a. Launch/intake with client
- b. Establish goals, objectives, audiences, expected results, timeline
- c. Identify target audience groups
- d. Research and create key messages and themes if needed
- e. Test messages if appropriate
- f. Determine media distribution list
- g. Draft press release and/or other media material
- h. Revise and refine as necessary
- i. Route within MET as appropriate
- j. Gain final approval
- k. Final proof
- l. Release (meet with editorial boards in advance of release if deemed appropriate)
- m. Track results



Contractor's Press Event Technical Approach:

This approach could be adapted slightly for a conference call/video or web-based or satellite event.

- a. Kickoff Prep
  - 1) Launch/intake with MET
  - 2) Determine event objective
  - 3) Identify targeted audience(s)
  - 4) Discuss news to be shared, best methods, messaging
  - 5) Select date and time
  - 6) Determine spokesperson and media access
  
- b. Media Event Logistics
  - 1) Check for event conflicts
  - 2) Finalize date and time
  - 3) Secure and prepare event location and any technology needed
  - 4) Develop media/invitation lists
  - 5) Develop collateral plan (backdrops, banners, podiums, etc.)
  - 6) Produce and proof collateral plan
  - 7) Schedule setup, staffing and cleanup of event site
  
- c. Press Kit
  - 1) Draft press release
  - 2) Draft talking points, backgrounders, FAQs, etc., as needed
  - 3) Create graphics, photos and other assets
  - 4) Develop corresponding online support materials (e.g., web page)
  - 5) Obtain MET approvals on all materials
  
- d. Media Event Preparation
  - 1) Finalize and distribute press releases or invitations
  - 2) Produce collateral
  - 3) Make media calls and pitches to confirm attendance and coverage
  - 4) Provide spokesperson with scripted questions, talking points and rehearsal as needed
  
- e. Media Event Execution
  - 1) Set up the event
  - 2) Provide media management, other staffing during the event
  - 3) Clean up event site
  
- f. Follow-Up
  - 1) Monitor coverage
  - 2) Report on results
    - a) The Contractor will utilize an array of reporting tools and will plan to monitor online media and social media activities each month (or more frequently if needs warrant for specific events) to report outreach and engagements from the public awareness campaign to MET.
    - b) Reporting through these tools and utilizing current analytics will identify areas on which to improve and showcase campaign successes.
  
- g. Crisis Communications
  - 1) The Contractor will be on-call and available 24/7 to consult with MET regardless of time or place, working through weekends, holidays, nights and vacations, whenever the Contractor's services are deemed necessary.
  
  - 2) The Contractor will provide the following services, including but not limited to:
    - a) Working with demanding reporters.



- b) Preparing key messages that go beyond just the facts to also convey empathy, transparency and accountability.
- c) Quickly reaching and communicating with senior managers, employees, relevant elected officials and policymakers, and other key stakeholders.
- d) Tapping the power of the MET website and social media platforms.
- e) Preparing spokespeople within MET for difficult media interviews or critical questions from the public (e.g., press conferences, town hall meetings and presentations).

## 1.2. Transition

- A. As a one-time project upon award, the Contractor must review the existing campaigns and performance reports in order to provide recommendations to maximize value from the existing media mix.
  - 1) The Contractor's audit is described in the Requirements Section 1.A.
- B. End of Contract Conversion Responsibility: At Contract expiration or termination, the Contractor must work with State personnel and other contractors, if applicable, to convert or transition all Contract Activities, services and data into an acceptable format for uploading into or importing into a State owned database (also see Standard Contract Terms, Sections 25 and 32.e). The Contractor must work with the State and/or previous contractor during implementation of the transition plan to effect an orderly transition to the new contractor if applicable. The Contractor must allow as many personnel as practicable to attend meetings and receive hardcopy and/or electronic files (excel, PDF, etc) to help maintain the continuity and consistency of the services required by the Contract. The Contractor agrees to receive reasonable detailed specifications for all Contract Activities previously provided to the State to properly provide the Contract Activities required under the Contract.
  - 1) Files include but are not limited to, the previous year's reports (conference, media and summary, if applicable) and plans (strategy and media, if applicable) in their native format (Word, Excel, etc.) and *all* design, print, digital and web files packaged for MET and vendor use. Packaged design, print, digital and web files include the collection of native files (Illustrator, InDesign, Photoshop, etc.), fonts, images sized to the correct medium and development of a high-resolution PDF.

## 2. Acceptance

### 2.1. Acceptance, Inspection and Testing

The following criteria will be used by Treasury to determine Acceptance of the Services or Deliverables provided under this SOW:

Before approving invoices for payment, the Program manager will review deliverables, review project hours and team members' involvement in the project, and review invoices for pass through expenses to verify costs are accurate and do not reflect markups. The Program Manager will also ensure Contractor's invoices include detailed information for the project.

## 3. Staffing

### 3.1. Contractor Representative

The Contractor must appoint an individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

#### Contractor Representative:

Roni Rucker Waters, Sr. Account Manager  
517-267-9800 (main office)  
517-853-3873 (direct line)



[waters@gudmarketing.com](mailto:waters@gudmarketing.com)

**3.2. Key Personnel**

Key Personnel Name	Title	Detailed Description of Role(s) and Responsibilities assigned for this Contract	Physical Location during Contract Performance (City, State)	Full-Time (FT) or Part-Time (PT) Employee
Roni Rucker Waters	Sr. Account Manager	<ul style="list-style-type: none"> <li>• Primary day-to-day interface between MET and Contractor</li> <li>• Develop yearly marketing plans/ recommendations</li> <li>• Lead Project Manager, supervising all MET projects and aligning Contractor resources to meet MET’s needs</li> <li>• Develop and give presentations and reports as needed by MET and described in this Contract</li> </ul>	Lansing, MI	FT
Jill Holden	Director of Strategy	<ul style="list-style-type: none"> <li>• Lead strategic planning, branding development and research efforts for MET</li> <li>• Provide strategic guidance and direction</li> <li>• Collaborate with account manager to translate MET business objectives into marketing strategies and will oversee campaign formation</li> <li>• Provide implementation and program evaluation to ensure delivery of business and communications goals.</li> <li>• Focus group moderator</li> <li>• First back-up to Roni Rucker Waters</li> </ul>	Lansing, MI	FT
Mike Nowlin	Sr. PR and Policy Manager	<ul style="list-style-type: none"> <li>• Lead strategist for PR and content management</li> <li>• Foster relationships and partnerships with key members of the media</li> <li>• Engage with key business leaders, public officials, opinion leaders, policymakers and journalists</li> <li>• Develop and execute public relations plans and efforts, including crisis management if ever necessary</li> <li>• Write releases, advisories, talking points, stories, scripts, articles, website content, etc.</li> <li>• Lend his specific category expertise to the team</li> </ul>	Lansing, MI	FT
Emmie Musser	Media Director	<ul style="list-style-type: none"> <li>• Develop and execute paid media strategies, plans and schedules</li> <li>• Negotiate rates and places media buys</li> <li>• Conducts post-buy analysis and prepares extensive media reports</li> <li>• Research and identify target audience lifestyle, including media consumption habits and preferences</li> <li>• Evaluate all media contracts including pricing, deliverables, reputation, invoicing and performance</li> </ul>	Lansing, MI	FT
Joel Newport	Creative Director	<ul style="list-style-type: none"> <li>• Lead Contractor creative team, including concept development, copywriting, art direction and design for all marketing elements</li> <li>• Oversee all aspects of creative process Works a lead producer/director on Broadcast and video deliverables,</li> </ul>	Lansing, MI	FT





Andrea Ness	PR, Social Media and Content Marketing Director	<ul style="list-style-type: none"> <li>• Lead the social media and content marketing efforts</li> <li>• Work collaboratively with team members (account manager, strategy director, PR manager and media director) to identify and capitalize on content marketing and social opportunities for MET, making sure all earned, paid and social media efforts are in alignment and are properly leveraged for maximum effectiveness</li> <li>• Develop social and content strategies, calendars and implementation schedules</li> <li>• Write, edit and approve social and content marketing copy internally before releasing for MET approval</li> <li>• Oversee the management and implementation of social and content marketing calendars and schedules</li> </ul>	Lansing, MI	FT
Mike Turner	PR Manager	<ul style="list-style-type: none"> <li>• Implement PR strategies</li> <li>• Write and copyedit content</li> <li>• Provide outreach to reporters, bloggers and so on to gain positive coverage of the MET</li> <li>• Lend category expertise to the team</li> </ul>	Lansing, MI	PT
Chelsea Maupin	Research Manager	<ul style="list-style-type: none"> <li>• Coordinate all market research efforts</li> <li>• Provides secondary research and background information</li> <li>• Generate market research analysis, reports of findings and executive summaries, including recommendations, for all research efforts</li> <li>• Provide tracking, monitoring and analytics of communications tools</li> </ul>	Lansing, MI	FT
Debbie Horak	Firm Principal	<ul style="list-style-type: none"> <li>• Contractor owner – ultimately responsible for the Contractor’s performance</li> <li>• Assist with high level of customer service and delivery of all services</li> </ul>	Lansing, MI	FT
Elissa Crumley	Firm Principal	<ul style="list-style-type: none"> <li>• Contractor owner – ultimately responsible for the Contractor’s performance</li> <li>• Assist with overall strategy development, executive creative oversight and research tasks</li> <li>• Focus group moderator</li> </ul>	Lansing, MI	FT

A. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State’s Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

B. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause



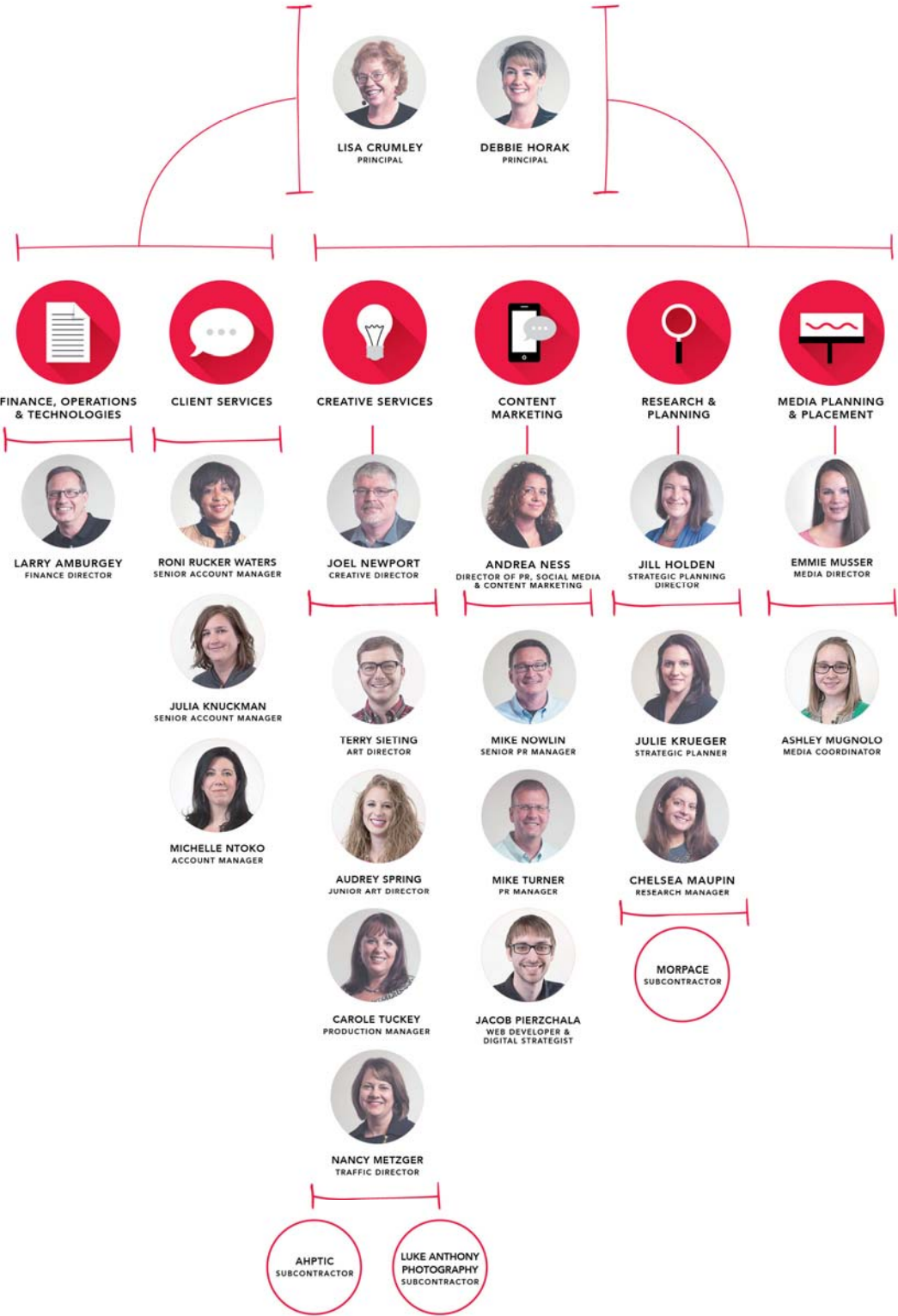
termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

1. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
  2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual.
- C. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above:
- (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate;
  - and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.



3.3. Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.





### 3.4. Disclosure of Subcontractors

- A. Situations may arise where the Contractor may not possess the expertise necessary to effectively execute a project. Treasury expects that in those instances the Contractor will propose, or the Contractor and Treasury will jointly identify, subcontractors as needed to creatively develop and oversee production of certain special programs or projects.

The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract. Any subcontractor must be agreed to by the State and an amendment to the Contract is required via Contract Change Notice. See Standard Contract Terms Section 10 Subcontracting and Section 54 Entire Contract and Modification.

- B. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

1. The legal business name; address; telephone number; a description of sub-contractor's organization and the services it will provide; and information concerning sub-contractor's ability to provide the Contract Activities.

- a. Ahptic Productions LLC, 901 Cleveland St. Lansing, MI 48906  
(517) 482-8070

If necessary, GÜD Marketing may utilize the services of Ahptic Productions to:

- Assist with development of broadcast television commercials, promotional web videos, etc.
- Additional services: Provide video production, editing, motion graphics and animation.
  - 1) Preproduction support - location scouting and securing the location, talent audition, storyboards, set construction.
  - 2) Production services - camera, prime lens packages, grip truck, lights, craft services and all crew. Crew will consist of director, director of photography, assistant camera, grips and electricians.
  - 3) Editing and postproduction services – special effects, rotoscoping, compositing, green screen masking, color correction, music, voice over recording and audio mixing.

- b. Morpace, Inc. 31700 Middlebelt Road, Suite 200, Farmington Hills, MI 48334  
(248) 737-5300

If necessary, GÜD Marketing may utilize the services of Morpace to assist with primary research tasks:

- Online Quantitative Survey:
  - 1) Assist with survey design.
  - 2) Survey programming and testing.
  - 3) Plan, manage and conduct online survey research.
  - 4) Provide final tabs and report of results.
- In-Person Focus Groups (Quantitative):
  - 1) Morpace manages recruitment, facility procurement, and planning of in-person focus groups
- Additional services:
  - 1) Assist in questionnaire development
  - 2) Provide location and recording equipment
  - 3) Provide moderator if necessary or desired
  - 4) Provide report of results

- c. Luke Anthony Photography, LLC 1612 S. Genesee Dr., Lansing, MI 48915  
(773) 451-6981

If necessary, GÜD Marketing may utilize the services of Luke Anthony Photograph, LLC for:

- Photography and videography



### 3.5. Security

The Contractor will be subject the following security procedures:

The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor must: (a) ensure that all employees have photo ID badges with the Contractor's logo and employee name imprinted on a magnetic badge (b)The State may require the Contractor's personnel to wear State issued identification badges.

### 4. Project Management

- A. The Contractor must provide account management that is proactive and flexible to meet changing business conditions.
- B. The Contractor must take all reasonable precautions to guard against any loss to Treasury through the failure of suppliers to execute commitments properly.
- C. The Contractor shall not begin any work on any project before the Treasury Program Manager has given formal approval and a work/expense authorization/purchase order has been issued and signed.
- D. Upon failure to meet a predetermined deadline, the Contractor must provide an explanation for such failure as soon as it is known and submit an updated project schedule to the Treasury Program Manager

#### 4.1. Project Plan

- A. The Contractor must meet with the Treasury Program Manager for direction and to discuss the specifics of each project to be undertaken.
  1. The Contractor defines these meetings as Project Launch meetings.
- B. The Contractor must develop a critical path development schedule providing sufficient Treasury approval time frames from initial presentation of creative through the production and delivery of product.
  1. Immediately following the Project Launch meeting, the Contractor will draft a detailed work plan (critical path development schedule) with built-in Treasury approval times at each milestone. The Contractor will welcome any changes or modifications to the work plan that allow for better accommodation of Treasury's needs.
- C. Prior to beginning work on a specific task or deliverable as agreed upon by the Treasury Program Manager, the Contractor must provide the Treasury Program Manager with a Project Plan and narrative for review. The Project Plan must include a breakdown of the work to be performed in Sections 1. Requirements and 4. Project Management, identifying tasks, subtasks, proposed time line, staff assigned (including hours of effort and hourly rate), total anticipated costs, any associated assumptions. The Plan must encompass the entire life cycle of the campaign while providing sufficient Treasury approval timeframes from initial presentation through the production and delivery of material.

The Treasury Program Manager must approve the Project Plan before work may begin.

- D. The Contractor must carry out this Contract under the direction and control of the Treasury Program Manager. Within 10 calendar days of the Kick-Off Meeting per Section 4.2.A.1, the Contractor must submit a final Project Plan to the Treasury Program Manager for final approval. This Project Plan will be updated throughout the Contract period for new projects/campaigns, media plan and marketing plan changes. The plan must include:
  1. The Contractor's organizational chart with names and title of personnel assigned to the Contract, which must align with the staffing stated in accepted proposals.



2. A chart/table showing the breakdown of requirements in Section 1. Requirements and 4. Project Management including tasks, sub-tasks, proposed timeline and the resources/staff assigned, within the estimated budget (yearly estimate indicated under Scope Section) throughout the term of the contract.
3. Detail of how they will manage any additional projects that come about throughout the Contract period.
4. Process for addressing issues/changes as they develop throughout the Contract term and individuals responsible for receiving/reacting to any issues/changes.

Contractor’s Draft Project Plan

Assumptions:

- 1) Primary research will be conducted
- 2) MET has minimum of three days for review and approval
- 3) Timing of press events is TBD based on when are scheduled
- 4) Planning activities for marketing strategy, media recommendations and public relations will happen simultaneously as possible and independently if needed

Tasks and Subtasks	Resources and Staff	Timeline
<b>Develop Marketing Strategy</b>		
Launch (within 15 days of contract award)	Account Manager Director of Strategy PR/Policy Manager	Month 1 Week 2
Develop detailed work plan/critical path development schedule (requires MET approval)	Account Manager Traffic Manager Team as needed	Month 1 Week 3
Develop corresponding project plan and narrative that includes breakdown of tasks, subtasks, timeline, costs and assumptions (requires MET approval)	Account Manager Traffic Manager Contractor Principal Team as needed	Month 1 Weeks 3-4
Background and materials audit, including audit of all existing materials and reports as described in “transition” section of RFP	Account Manager Research Manager Art Director	Month 2 Week 1
Tasks and Subtasks	Resources and Staff	Timeline
Conduct secondary research	Research Manager	Month 2 Weeks 1-2
Conduct primary exploratory research (optional)	Director of Strategy Account Manager Research Manager	Month 2 Week 3 through Month 3 Week 4
• Define/confirm research goals and objectives (requires MET approval)	Account Manager Research Manager	Month 2 Week 3
• Outline information needs/requirements (requires MET approval)	Account Manager Research Manager	Month 2 Week 3
• Determine recommended methodology (requires MET approval)	Account Manager Research Manager	Month 2 Week 4
• Define sample requirements (requires MET approval)	Account Manager Research Manager	Month 2 Week 4
• Develop research schedule/timeline (requires MET approval)	Account Manager Research Manager	Month 2 Week 4
• Identify field subcontractor (requires MET approval)	Research Manager	Month 2 Week 4
• Develop respondent screeners (requires MET approval)	Research Manager	Month 3 Week 1



<ul style="list-style-type: none"> <li>Develop questionnaire/moderator guide (requires MET approval)</li> </ul>	Account Manager Research Manager	Month 3 Week 1
<ul style="list-style-type: none"> <li>Program survey (survey only)</li> <li>Recruit focus group participants (focus groups only)</li> </ul>	Research Manager Subcontractor	Month 3 Week 2
<ul style="list-style-type: none"> <li>Pretest survey (survey only) (requires MET participation)</li> </ul>	Research Manager Account Manager Güd Marketing team	Month 3 Week 2
<ul style="list-style-type: none"> <li>Execute/field the research</li> </ul>	Research Manager Subcontractor	Month 3 Week 3
<ul style="list-style-type: none"> <li>Analyze results</li> </ul>	Research Manager	Month 3 Week 4
<ul style="list-style-type: none"> <li>Draft report of research findings and implications (requires MET participation)</li> </ul>	Research Manager	Month 3 Week 4
Presentation to MET staff with all findings to date	Account Manager Research Manager Director of Strategy	Month 4 Week 1
Develop creative and strategy brief	Director of Strategy Account Manager	Month 4 Week 1
MET review and approval of creative/strategy brief	Account Manager	Month 4 Week 2
Develop marketing strategy	Account Manager Director of Strategy Media Director Creative Director PR/Policy Manager	Month 4 Weeks 2-4
Presentation of marketing strategy for MET review and approval	Account Manager Director of Strategy	Month 5 Week 1
<b>Identify and Develop Creative Concepts</b>		
Launch creative team with approved brief and approved strategy	Account Manager Director of Strategy Media Director Creative team	Month 5 Week 1
<b>Tasks and Subtasks</b>		
<b>Resources and Staff</b>		
<b>Timeline</b>		
Creative team(s) work to develop initial ideas for internal Güd project team review	Creative Director Creative teams	Month 5 Week 1
Multiple iterations of idea and concept development until ready for presentation to MET	Creative Director Creative teams Director of Strategy Account Manager	Month 5 Weeks 2-4
Layout of final creative concepts into ADLOBs for presentation	Art Director Creative Director	Month 5 Week 4
Creative concepts (2) presented as ADLOBs to MET for review and approval	Account Manager Creative Director	Month 6 Week 1
MET final selection of one concept to move forward to implementation	Account Manager	Month 6 Week 1
<b>Develop Media Plan</b>		
Conduct media-specific research, for example, PRIZM, Experian Simmons, Rhizalytics, and so on.	Media Director Media Coordinator	Month 2 Weeks 3-4
Engage media partners to determine opportunities	Media Director	Month 2 Week 2 Through Month 3 Week 4
Assess all media proposals using STRATA and SQAD	Media Director Media Coordinator	Month 3 Weeks 3-4
Provide digital partners with objectives and target audience information	Media Director	Month 3



Create media planning report (requires MET approval)	Media Director Director of Strategy Account Manager	Weeks 3-4 Month 4 Weeks 1-2
Create custom reports for each flight of the MET plan (requires MET approval)	Media Director Account Manager	Timing to coincide with media placement
<b>Develop Social Media Strategies and Deliverables</b>		
Review campaign goals and determine social media objectives	Account Manager Social/Content Director	Month 4 Week 1
Determine success and reporting metrics for social media	Social/Content Director	Month 4 Week 1
Audit industry best practices for the category	Social/Content Director Research Manager	Month 4 Weeks 1-2
Audit MET current assets and online audiences	Account Manager Social/Content Director	Month 2 Week 1
Audit potential competitors' online performance and current campaigns	Social/Content Director	Month 2 Week 1
Develop plan, calendar and budget (requires MET approval)	Social/Content Director Account Manager	Month 4 Weeks 2-4
Implement campaign	Social/Content Director Media Coordinator	TBD
Ongoing negotiation of value added opportunities	Media Director	Ongoing
Ongoing monitoring and optimization of campaign while in market (requires MET approvals)	Social/Content Director Media Coordinator Account Manager	Weekly
Ongoing management and response if needed (requires MET participation)	Account Manager Social/Content Director	Ongoing
<b>Tasks and Subtasks</b>	<b>Resources and Staff</b>	<b>Timeline</b>
Ongoing reporting during campaign implementation	Account Manager	Monthly
Development and reporting of final campaign results	Social/Content Director	At campaign conclusion
<b>Produce and Duplicate Media Materials (Print, Collateral, Digital, Outdoor)</b>		
Final work plan and schedule for campaign deliverables presented to MET (based on approved strategy, media recommendations and creative concept direction) (requires MET approval)	Account Manager Traffic Manager Production Manager Media Coordinator	Month 6 Week 2
Account manager launches internal team	Account Manager Creative team Traffic Manager	Month 6 Week 2
Ongoing management of team to ensure deadlines are met	Account Manager Traffic Manager	Ongoing
Internal routing of creative deliverables	Account Manager Traffic Manager	Ongoing
Presentation of final creative deliverables to client for approval (requires MET approval)	Account Manager Creative Director	Month 7 Week 4
Client requested changes/refinements are made	Account Manager Creative team	Month 8 Week 1
Final route and proof prior to client review	Traffic Manager Account Manager	Month 8 Week 1
Final deliverables resubmitted to MET for final approval	Account Manager	Month 8 Week 1
Approved deliverables are trafficked to the appropriate media source	Traffic Manager	Month 8 Week 2





<b>Produce Media Materials (Television, Radio, Video)</b>		
Final work plan and production/shooting schedule for campaign deliverables presented to MET (based on approved strategy, media recommendations and creative concept direction) (requires MET approval)	Account Manager Production Manager Creative Director Traffic Manager	Month 6 Week 2
Account manager launches internal team	Account Manager Creative team	Month 6 Week 2
Ongoing management of team to ensure deadlines are met	Account Manager Traffic Manager	Ongoing
Kickoff meeting with production team	Account Manager Creative team	Month 6 Week 2
Develop script (requires MET approval)	Creative Director	Month 6 Week 2
Solicit production bids (MET involvement/approval as desired)	Production Manager	Month 6 Week 2
Develop storyboards, locations, props (MET involvement/approval as desired)	Creative team	Month 6 Week 3
Casting, SFX, music selections (MET involvement/approval as desired)	Creative Director Production Manager	Month 6 Week 3
Final script (requires MET approval)	Creative Director Account Manager	Month 6 Week 4
Production recording (MET participation invited)	Creative Director Account Manager Creative team Subcontractor	Month 7 Week 1
<b>Tasks and Subtasks</b>	<b>Resources and Staff</b>	<b>Timeline</b>
Post-production edit	Creative Director Account Manager Subcontractor	Month 7 Week 2
Initial MET review and approval of rough cut	Creative Director Account Manager	Month 7 Week 2
Client requested changes/refinements made	Creative Director Account Manager	Month 7 Week 2
Second round edits (for MET review and approval)	Creative Director Subcontractor	Month 7 Week 3
Client requested changes/refinements made	Creative Director Account Manager	Month 7 Week 3
Final deliverables resubmitted to MET for final approval	Creative Director Account Manager	Month 7 Week 3
Approved deliverables are shipped/trafficked to the appropriate media source with instructions in time to meet program deadlines	Traffic Manager Media Coordinator	Month 7 Week 4
<b>Negotiate and Place Paid Media</b>		
Negotiate individual media placements, requiring multiple rounds of negotiation with each media vendor as needed, to gain the best value for MET	Media Director Media Coordinator	Months 6-7
Negotiate value added and bonus placements	Media Director Media Coordinator	Months 6-7
At the completion of negotiations, signed insertion orders dispatched to media vendors	Media Director Media Coordinator	Months 6-7
Detailed final negotiated media schedule provided to MET with spot schedules, impressions, discount/bonus value, timing. This step officially "places" the buy.	Media Director Media Coordinator	Months 6-7
Ongoing contact with all media vendors to ensure schedules run as ordered. Validate the buy using such things as screenshots, tear sheets, affidavits, spot checks, photo sheets, air checks, analytics reports and so on	Media Director Media Coordinator	Ongoing



Ongoing monitoring of media performance and corresponding reports provided to MET, as well as restitution required from the media outlet	Media Director Media Coordinator	Ongoing
Evaluation of vendor invoices against the buy before authorizing for payment	Media Director Media Coordinator	Monthly
Post actual ratings against projections	Media Director Media Coordinator	Ongoing and final at conclusion of buy
Negotiate make-goods to ensure full value received	Media Director Media Coordinator	At conclusion of buy
Conduct post-buy analysis that includes in-depth analysis of all media vehicles, effectiveness of media buys in terms of cost, reach, frequency, message dispersion, etc.	Media Director Media Coordinator	Immediately at conclusion of buy
Final report of media buy effectiveness (base weight plus bonus) delivered to MET	Media Director Media Coordinator Account Manager	No later than 60 days after conclusion of the buy
<b>Tasks and Subtasks</b>	<b>Resources and Staff</b>	<b>Timeline</b>
<b>Public Relations</b>		
Participate in overall launch meeting or hold separate PR launch meeting if appropriate	Sr. PR/Policy Manager Account Manager	Month 1 Week 2
Research and audit existing PR assets and opportunities	Sr. PR/Policy Manager	Month 2 Week 1
Develop PR plan as a component of marketing strategy, or specific PR plan as appropriate	Sr. PR/Policy Manager Director of Strategy Account Manager	Month 4 Weeks 2-4
Submit PR plan for MET review and approval	Sr. PR/Policy Manager Account Manager	Month 5 Week 1
Implement plan as required	Sr. PR/Policy Manager PR Manager	TBD
<b>Press Events</b>		
Kickoff and preparation	Sr. PR/Policy Manager Account Manager	TBD
Plan for media event logistics	Sr. PR/Policy Manager Account Manager	TBD
Develop press kit	Sr. PR/Policy Manager PR Manager	TBD
<ul style="list-style-type: none"> <li>• Draft press release</li> </ul>	Sr. PR/Policy Manager PR Manager	TBD
<ul style="list-style-type: none"> <li>• Draft talking points, backgrounders, FAQs, etc.</li> </ul>	Sr. PR/Policy Manager PR Manager	TBD
<ul style="list-style-type: none"> <li>• Create graphics, photos and other assets</li> </ul>	Art Director	TBD
<ul style="list-style-type: none"> <li>• Develop corresponding digital (web) support</li> </ul>	Sr. PR/Policy Manager Creative team	TBD
Submit press kit for MET review and approval	Account Manager Sr. PR/Policy Manager	TBD
Incorporate MET feedback and finalize press materials	Sr. PR/Policy Manager	TBD
Distribute press releases and/or invitations	PR Manager	TBD
Produce collateral	Creative team Sr. PR/Policy Manager Account Manager	TBD
Make media calls and pitches to confirm attendance and coverage	PR Manager	TBD
Work with spokesperson to prepare/rehearse as needed	Sr. PR/Policy Manager	TBD
Set up event	Account Manager PR Manager Sr. PR/Policy Manager	TBD





**2. Changes to MET's Campaign Goals and Objectives:** The Contractor will make any mid-term changes with agility and accuracy. The Contractor will work in close collaboration with MET. The Contractor will communicate regularly and offer proactive recommendations to modify the media plan to continually support MET's changing or evolving needs.

#### 4.2. Meetings

A. The Contractor must attend the following meetings:

1. In-person Kick-Off Meeting within 14 calendar days of the Effective Contract Date.
2. Although there will be continuous liaison with the Contractor team, the Contractor must confer weekly at a minimum, with the Treasury Program Manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.
3. The Contractor must confer with Treasury upon request within 2 business days of contact to initiate services, requests, review materials, review progress, discuss problems, obtain advice and counsel, etc.
4. The State may request other meetings, as it deems appropriate. The Contractor must meet in-person/on-site when deemed necessary by the Treasury Program Manager. The Contractor must conduct meetings with subcontractors independently as directed by the Treasury Program Manager.

#### 4.3. Reporting

A. The Contractor must assist Treasury in the development of and present an annual marketing plan and marketing report to the MET Board of Directors. The marketing plan must be presented to the MET Board of Directors before the enrollment period. The marketing report must be presented 60 days after the enrollment period.

1. The Contractor will develop a work plan that outlines milestones and deadlines for meeting the timing of this requirement. The materials used for the presentation will already exist via the requirements outlined in the scope of work. For the presentation, the Contractor will extract the high points and most relevant information, at the right level of detail. The Contractor's process for developing presentations includes the following steps:
  - a. Clarify the goal of and audience for the presentation
  - b. Develop a content outline for review and approval
  - c. Complete the content, slide by slide, based on the approved outline
  - d. Once final content is approved, submit to creative staff for layout and visuals
  - e. Creative staff will provide a visual direction for approval
  - f. Copy and content will be laid out in slide form (PowerPoint, Keynote or Prezi as preferred by MET)
  - g. Route and proof before submitting for MET approval
  - h. Refine content and visuals until final presentation is approved
  - i. Final presentation will be final proofed and provided to MET in whatever format is preferred
  - j. The Contractor will participate in giving the presentation if desired by MET, being present to answer questions or not be present, whichever is preferred by MET.

B. The Contractor must submit, to the Treasury Program Manager, the following custom reports that include content and layouts approved by Treasury.

1. The Contractor must provide conference reports (prepared and submitted within three working days of all meetings).
2. The Contractor must report on the efficiency and effectiveness of all marketing, promotion, and campaigns/projects against the goals and objectives established for the campaign/project.



3. The Contractor must submit brief written weekly and/or monthly summaries of progress which outline the work accomplished during the reporting period and budget information by purchase order/project.
4. No later than two weeks prior to a media buy, the Contractor shall provide copies of the negotiated buy to the Treasury Program Manager so it can be shared with appropriate program staff.
5. No later than two months following the end of each enrollment period, the Contractor must prepare a final summary showing the amounts ordered and actually paid per station, publication and/or outdoor company. These summaries should be compiled by target group, by medium, by market, and showing a grand total. No-charge bonus or bonuses, or PSA schedules must also be summarized quarterly in the same way.
6. No later than two months following the end of each enrollment period, the Contractor must submit post analysis reports which compare any such schedule estimates against actual spot rotation deliveries.
7. No later than two months following the end of each enrollment period, the Contractor must submit evaluation reports with supporting data, describing how the media buy accomplished the intended goals of the buy.

## **5. Ordering**

### **5.1. Authorizing Document**

The appropriate authorizing documents for the Contract will be a signed Blanket Purchase Order as well as an Agency Issued Purchase Order and Project Plan.

## **6. Invoice and Payment**

### **6.1. Invoice Requirements**

- A. The Contractor must provide detailed invoices for services rendered which clearly outline the scope of billing. The Contractor must provide complete backup with Contractor invoices including signed estimates and all original copies of third-party invoices. The Contractor must also provide reconciliation of all projects approved for pre-billing within one day at their completion.
- B. All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.
- C. Invoices will be approved based upon completion of deliverables within a pre-approved Project Plan. Payments will be made upon approval of the Treasury Program Manager. All invoices must reflect actual work done.
- D. Treasury shall reimburse the Contractor only for services and/or materials authorized by Treasury approved by the Program Manager and purchase order. Payment shall not exceed the amount approved by authorized estimate without submission and approval of a revised estimate.
- E. The Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb) for current rates.
- F. The Contractor will not be reimbursed for personnel labor or other costs incurred in connection with client account services, meetings, commissionable advertising, or costs associated with membership in or attendance at industry conferences, seminars, etc. The Contractor will not be reimbursed for any overtime costs incurred by the Contractor or by any Subcontractor or supplier, unless such costs have been specifically identified in an approved work estimate.



- G. Expenses for packaging, handling, shipping, postage and freight, travel, meals, lodging and per diem paid to or on behalf of outside talent, and services acquired through the Contractor's internal facilities or parent or subsidiary organizations shall be billed at cost. Additionally, the following items must also be billed at cost: talent renewals, licensing fees, television and radio dubs, and satellite and communications uplinks.
- H. The Contractor must pass on all reductions in cost, such as volume and early payment discounts, to Treasury, in the fiscal year in which the originating expenses occurred.
- I. The Contractor must make timely payments to all subcontractors without waiting for Treasury payment of corresponding invoices. The Contractor must maintain a line of credit for this purpose.
- J. The Contractor must allow 45 days from the date of receipt of accurate and complete invoices and backup for receipt of payment. In addition, the Contractor may provide details for invoice discounts for early payment of monthly billings.

## **6.2. Payment Methods**

Treasury will make payment for Contract Activities by Electronic Fund Transfer (EFT). Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>.



**STATE OF MICHIGAN**  
Contract No. 071B6600070  
MET Marketing and Advertising Services - Treasury

**EXHIBIT B**

**Reserved**



**STATE OF MICHIGAN**  
Contract No. 071B6600070  
MET Marketing and Advertising Services - Treasury

**EXHIBIT C**  
**PRICING**

1. The number of days must not include processing time for payment to be received by the Contractor's financial institution.  
  
Bidder Quick Payment Terms: 2% Net 10
2. The State can only commit funds in the fiscal year they are available; commitment of funds for future fiscal years is contingent upon enactment of legislative appropriations.
3. The contract is part fixed (Account Management), variable (Creative) and commission percentage (Media Placement) based Pricing as approved in the Project Plan per Exhibit A, Section 4 and Exhibit A Section 6 Invoice and Payment.
4. The annual budget is \$730,000.00. The Contractor is paid per approved deliverable (see Exhibit A, Section 4 Project Management and Section 6 Invoice and Payment), not as a flat percentage of the total annual budget estimate.
5. Account Management (Project Plan Management and Market Research)
  - A. A fixed annual price will be used to compensate the Contractor for Account Management services. The price is expected to compensate the Contractor for all Account Management services related to the project, including current marketing activity review, marketing plan development, marketing plan coordination between Treasury staff who might be in charge of various plan aspects (biweekly or at least weekly communication via phone or email), project management with attendance at any Treasury advertising and marketing team meetings, media planning, account services public relations support, communications coordination and support for special projects.
  - B. All overhead and expenses of the Contractor are included in the fixed annual price (prorated on monthly invoices).
6. Creative (Production, Public Relations, Writing and Graphic Design for All Media Types including Web, Email, Social Media, Video, Print, Radio and Digital Advertising)
  - A. A variable price based on a blended hourly rate will be used to compensate the Contractor for Creative services. The price is expected to compensate the Contractor for all Creative services related to the project, including creative development, production and public relations.
  - B. The blended hourly rate includes all Deliverables specified in Exhibit A, Section 1 Specifications.
  - C. Blended hourly rate is defined as the Not-To-Exceed hourly amount that will be paid to the Contractor for Creative deliverables based on approved Project Plan.
  - D. All subcontracted work must be passed through at "cost" and include no mark-up of any kind.
  - E. All overhead expenses of the Contractor must be included in the variable price.
7. Media Placement Contractor Fee
  - A. A commission percentage will be used to compensate the Contractor for Media Placement services. The fee is expected to compensate the Contractor for all media placement services related to the project, including placement and distribution for all media types.
  - B. The State will not accept fees or commissions from subcontractors and suppliers, these Contractors shall be at a non-commissioned rate, no mark up.





C. The Contractor must pass on all reductions in cost, such as volume, media buying discounts, early payment discounts, and/or unplaced media, on each project.

8. Pricing Table

Deliverable	Price
1. Account Management (Project Plan Management and Market Research) – Fixed Annual Price	\$28,500
2. Creative (Development, Production, Public Relations, Writing and Graphic Design for All Media Types including Web, Email, Social Media, Video, Print, Radio and Digital Advertising) – Variable Blended Hourly Rate	\$125.00
3. Media Placement Contractor Fee – Commission Percentage	7%



STATE OF MICHIGAN  
STANDARD CONTRACT TERMS

Contract No. 071B6600070

MET Marketing and Advertising Services - Treasury

This STANDARD CONTRACT (“Contract”) is agreed to between the State of Michigan (the “State”) and GÜD Marketing (“Contractor”), a Michigan corporation. This Contract is effective on April 8, 2016 (“Effective Date”), and unless terminated, expires on April 7, 2019.

This Contract may be renewed for up to 2 additional 1 year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

- 1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the “Contract Activities”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

<b>If to State:</b> Mary Ostrowski 525 W Allegan St., 1 <sup>st</sup> Flr NE Lansing MI 48909 <a href="mailto:ostrowskim@michigan.gov">ostrowskim@michigan.gov</a> 517-284-7021	<b>If to Contractor:</b> Debbie Horak or Lisa Crumley 1223 Turner Street, Suite 101 Lansing, MI 48906 <a href="mailto:horak@gudmarketing.com">horak@gudmarketing.com</a> <a href="mailto:crumley@gudmarketing.com">crumley@gudmarketing.com</a> 517-267-9800
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**3. Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “Contract Administrator”):

State: Mary Ostrowski 525 W Allegan St., 1 <sup>st</sup> Flr NE Lansing MI 48909 <a href="mailto:ostrowskim@michigan.gov">ostrowskim@michigan.gov</a> 517-284-7021	Contractor: Debbie Horak or Lisa Crumley 1223 Turner Street, Suite 101 Lansing, MI 48906 <a href="mailto:horak@gudmarketing.com">horak@gudmarketing.com</a> <a href="mailto:crumley@gudmarketing.com">crumley@gudmarketing.com</a> 517-267-9800
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**4. Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “Program Manager”):

State: Robin Lott 430 West Allegan Street, 2 <sup>nd</sup> Floor Lansing, MI 48909 <a href="mailto:lottr@michigan.gov">lottr@michigan.gov</a> 517-241-3301	Contractor: Roni Rucker Waters 1223 Turner Street, Suite 101 Lansing, MI 48906 <a href="mailto:waters@gudmarketing.com">waters@gudmarketing.com</a> 517-853-3873
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**5. Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

**6. Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.



<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

**7. MiDEAL Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all MiDEAL payments made to Contractor under the Contract including transactions with MiDEAL members and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
 Financial Services – Cashier Unit  
 Lewis Cass Building  
 320 South Walnut St.  
 P.O. Box 30681  
 Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

**8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).



If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 14. Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.



In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

**15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

**16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

**17. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.

**18. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

**19. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

**20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.



The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
- 22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract



Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

**26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

**27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

**28. Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.





**29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “**Proceeding**”) involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor’s viability or financial stability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

**30. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State (“**State Data**”); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

**31. Reserved.**

**32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.



- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

**33. Reserved.**

**34. Reserved.**

**35. Reserved.**

**36. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

**37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any



third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved.**
- 41. Reserved.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 46. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.



**47. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

**48. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

**49. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

**50. Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

**51. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

**52. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

**53. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

**54. Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").