



STATE OF MICHIGAN PROCUREMENT

Department Technology, Management and Budget Central Procurement Services

320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **14**

to

Contract Number **MA210000000195**

CONTRACTOR	GUD MARKETING INC
	1223 Turner Street, Ste 100
	Lansing MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Various	Various
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MET Marketing and Advertising Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 8, 2021	September 30, 2024	2 - 1 Year	September 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$42,525,000.00	\$7,000,000.00	\$49,525,000.00		
DESCRIPTION				
Effective September 25, 2025, this Contract is hereby increased by \$7,000,000 for use by MiLEAP. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on September 25, 2025.				

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

AGENCY	NAME	PHONE	EMAIL
MiLEAP	Camara Lewis	517-930-4928	lewisc16@michigan.gov
TREA	Diane Brewer	517-241-2781	BrewerD1@Michigan.gov
LEO	Erica Quealy	517-582-2961	quealye@michigan.gov
MiLEAP	Laura Hall		HallL17@michigan.gov



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB

320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 13

to

Contract Number MA210000000195

CONTRACTOR	GUD MARKETING INC
	1223 Turner Street, Ste 100
	Lansing MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Various	Various
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MET Marketing and Advertising Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 8, 2021	September 30, 2024	2 - 1 Year	September 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,050,000.00	\$3,475,000.00	\$42,525,000.00		
DESCRIPTION				
Effective September 11, 2025, the Contract value is hereby increased by \$3,475,000. \$1,975,000 is allocated to MET and \$1,500,000 is allocated to MiABLE. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on September 11, 2025.				

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

AGENCY	NAME	PHONE	EMAIL
LEO	Erica Quealy	517-582-2961	quealye@michigan.gov
TREA	Diane Brewer	517-241-2781	BrewerD1@Michigan.gov
MiLEAP	Chad Somerville		SomervilleC@michigan.gov
MiLEAP	Laura Hall		HallL17@michigan.gov



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 12

to

Contract Number MA210000000195

CONTRACTOR	GUD MARKETING INC
	1223 Turner Street, Ste 100
	Lansing MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Various	Various
	Contract Administrator	Marissa Gove	DTMB
		517-449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MET Marketing and Advertising Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 8, 2021	September 30, 2024	2 - 12 Months	September 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,000,000.00	\$50,000.00	\$39,050,000.00		
DESCRIPTION				
Effective December 4, 2024, the attached Statement of Work is added and the Contract is hereby increased by \$50,000.00 for use by Treasury. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
LEO	Erica Quealy	517-582-2961	quealye@michigan.gov
TREA	Diane Brewer	517-241-2781	BrewerD1@Michigan.gov
MiLEAP	Chad Somerville	517-242-0551	SomervilleC@michigan.gov
MiLEAP	Laura Hall	517-290-3770	HallL17@michigan.gov

MI Money Matters Statement of Work

PROJECT REQUEST

This is a Contract Request to cover initial marketing needs for the Office of Postsecondary Financial Planning (OPFP) for the Department of Treasury.

The budget of **\$50,000** is specifically for primary research for the MI Money Matters Financial Empowerment project.

BACKGROUND

MI Money Matters is a personal finance education program offered to Michigan residents by the Michigan Department of Treasury. The Department aspires to assist Michiganders in becoming more financially and economically empowered through a life-long learning approach. The Michigan Financial Empowerment workgroup – a multidisciplinary team with representatives from state agencies, educators, community partners, businesses and non-profits – is currently working on a pilot program that seeks to:

- **Begin a statewide conversation** about the importance of financial empowerment for Michiganders at all stages of life.
- **Promote behavior change** and confidence in banking basics, budgets, credit/debt, utility charges, mortgages, college costs, investment/retirement and protection from financial scams and fraud.

PROJECT SCOPE: MARKET RESEARCH

MI Money Matters has an immediate need for market/audience research to better assess and understand the target populations the project is trying to reach with its communications efforts.

This research will also provide a baseline measurement of the financial literacy of Southeast Michigan families. This will establish a depth of understanding of how financially secure they feel, the impact their finances have on their well-being and how financial knowledge affects their confidence and sense of financial security.

RESEARCH METHODOLOGY: BASELINE SURVEY

Our communications partner, GÜD Marketing, recommends a baseline survey. Key defining factors and actions are as follows:

GÜD Marketing will:

- Draft the initial set of research goals, information needs and deliverables.
- Develop the survey methodology. The survey will be representative of the people of Southeast Michigan, inclusive of all races and ethnicities, household income and education.
 - A more precise sample definition will be defined as the survey methods are recommended, including quotas for underrepresented groups (if appropriate), geographic and demographic considerations and other relevant screening criteria.
- Recommend methodology, including such considerations as sample size, length and how it will be fielded.
- Develop and refine a detailed research plan and calendar.
- Draft a questionnaire for review, iteration and ultimate approval from OPFP Program Managers.
- Create an analysis plan that directs how the research will be analyzed.

GÜD Marketing will manage all aspects of the research, including monitoring recruitment, participation, completion, quotas, etc., while giving the State's program manager regular updates. GÜD will tabulate and analyze research results and prepare a report of findings for the program manager that summarizes all relevant findings, their implications for marketing and recommendations.

PROJECT TIMELINE

**April is Financial Literacy Month so research must be concluded and a plan for deployment in action by April 1, 2025.*

Project Planning: December

- Define project goals and desired outcomes
- Outreach to research partners for quotes. Secure research partner.
- Milestone 1: Finalize Project Plan and gain approvals from the OPFP Program Managers
 - A file of the Project Plan must be provided to the Program Managers.

Development: January

- Determine methodology

- Draft questionnaire and gain approvals
- Milestone 2 Deploy questionnaire with OPFP Program Managers' approval
 - Questionnaire must be deployed in line with the recommended methodology (sample size, target audience, length etc)

Implementation: February

- Analyze research
- Milestone 3: Finalize report and develop recommendations for rollout or research to OPFP Program Managers

The OPFP Program Managers are Kara Scheeneman (ScheenemanK@michigan.gov) and Robin Lott (lottr@michigan.gov).

Payment

Milestone 1:

Güd will issue an itemized invoice for all costs associated through finalizing the Project Plan.

Milestone 2:

Güd will issue an itemized invoice for costs associated from the completion of Milestone 1 through deploying the questionnaire.

Milestone 3:

Güd will issue an itemized invoice for costs associated from the completion of Milestone 2 through presenting a finalized report and recommendations.

Deliverables associated with milestones must be approved by OPFP Program Managers.

Total costs for the project shall not exceed \$50,000.

FOR THE CONTRACTOR:

GUD MARKETING INC

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name and Title

DTMB Central Procurement Services

Agency

Date



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
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P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 11

to

Contract Number MA210000000195

CONTRACTOR	GUD MARKETING INC
	1223 Turner Street, Ste 100
	Lansing MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Various	Various
	Contract Administrator	Marissa Gove	DTMB
		517-449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MET Marketing and Advertising Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 8, 2021	September 30, 2024	2 - 12 Months	September 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$39,000,000.00	\$0.00	\$39,000,000.00		
DESCRIPTION				
Effective November 26, 2024, the attached Statement of Work is hereby incorporated into this Contract. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
LEO	Erica Quealy	517-582-2961	quealye@michigan.gov
TREA	Diane Brewer	517-241-2781	BrewerD1@Michigan.gov
MiLEAP	Chad Somerville	517-242-0551	SomervilleC@michigan.gov
MiLEAP	Laura Hall	517-290-3770	HallL17@michigan.gov



2024-25 Budget Recommendations

The Challenge:

The increasing need to create personalized and relevant ads that resonate with diverse audience segments and account for continued fragmented media consumption across TV and video, increasing competition and costs in media.

Objective:

Increase the number of new contracts opened by strategically investing in competitive market opportunities where MET can stand out, ensuring targeted outreach and effective engagement with prospective account holders.

2024-25 Additional Media Campaign Investment

Investment Channel		Option 2	
Additional TV/streaming reach and new interactive TV		●	
Additional flight of print for grandparent audience		●	
Additional paid search marketing for driving high-quality traffic		●	
Additional custom social placements for added reach and engagement		●	
Additional ZIP codes for targeted awareness		●	
1:1 appointment promotion		●	
Lunch & learns targeted to grandparents			
Additional targeted high-impact display			
Additional Investment:		\$350,000	
Estimated additional impressions:		49M	
Recommended annual contract goal:		1,350	

Measurements:

Traffic to the website, social shares, QR code scans



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CONTRACT CHANGE NOTICE

Change Notice Number 10

to

Contract Number MA210000000195

CONTRACTOR	GUD MARKETING INC
	1223 Turner Street, Ste 100
	Lansing MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Various	Various
	Contract Administrator	Marissa Gove	DTMB
		517-449-8952	
		Govem1@michigan.gov	

CONTRACT SUMMARY				
MET Marketing and Advertising Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 8, 2021	September 30, 2024	2 - 12 Months	September 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$37,500,000.00	\$1,500,000.00	\$39,000,000.00		
DESCRIPTION				
Effective November 19, 2024, this Contract is hereby increased by \$1,500,000.00 and the attached Statement of Work is added. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on November 19, 2024.				

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
LEO	Erica Quealy	517-582-2961	quealye@michigan.gov
TREA	Diane Brewer	517-241-2781	BrewerD1@Michigan.gov

LEO Expansion Reconnect Project Plan (21-24 Expansion)

October - December 31, 2024

Step 1: Listen, Learn, Lead	Resources
Step 1: Listen, Learn, Lead The first step is listening to you – where you’ve been, where you want to go and what you want to achieve. Our team will lead the process in collaboration with LEO Expansion to deliver on all the approved work to meet communication goals.	
Campaign Project Management · Management of LEO Expansion Expansion (21-24) communication needs not directly related to ongoing project/campaign work · Engagement with internal team and management of development of all deliverables from approved marketing plan · Maintaining excellent communication with LEO Expansion and externally with partners and stakeholders as appropriate · Ongoing management of the execution of all campaign strategies and tactics into market · Manage and participate in key presentations to leadership as necessary and attend key events per approval of LEO Expansion program manager · Weekly Meetings: Participating in regular (weekly) status meetings and work sessions to review campaign deliverables and discuss new projects · Work Review/Approvals: Managing client reviews and approvals via online platform	Client Service Director Account Manager Project Manager
Step 1 Estimated Total Investment	Professional Services: \$10,000
Step 2: Discover the Why	
Step 2: Discover the Why We uncover insights that cultivate a deep understanding of inclusion, diversity and equity issues relating to your audience of focus. When complete, we get clear about what we can do to help LEO Expansion achieve greater results.	
Secondary Research: · Review existing data/metrics, reports, research, etc. to inform strategies, plans and key messages · Utilize PR tracking for sentiment and article searches · Secondary data that helps define and deepen our understanding of the younger 21-24 audience of focus · Identify industry trends and current best practices in the competitive landscape to help establish the strategic campaign direction	Research Manager Senior Strategist Associate Strategist Project Manager
Strategic Direction: Audience and messaging considerations are shared and a creative brief is developed including campaign goals and audiences	
Step 2 Estimated Total Investment	Professional Services: \$10,000
Step 3: Uncover Solutions	
Step 3: Uncover Solutions Teams are launched and ideas are shared. This is where we harness the power of our team and yours to build the tactical road map to success.	
Development of Outreach and Awareness Communication Campaign · Strategy, creative, activation teams engage in a collaborative ideation session around creative and paid, earned and owned media platforms · Activation team engages with key partners, influencers and vendors to include diversity of thoughts, perspectives and opportunities · Ideas are formed and evaluated based on LEO Expansion-approved campaign brief and creative concepts for 21-24 campaign evolution are reviewed by team · The best marketing concepts and approach are reviewed and incorporated into the recommendations for the Impact Strategy and Plan, as well as creative messaging concepts that detail how we deliver your message to the right people, at the right time, in the right way. The campaign plan includes: · Campaign goals · Audience identification and definition · Overarching marketing strategies, messaging and creative evolution · Paid, earned, shared and owned media opportunities · Budget (how we will allocate funding and resources) · Metrics/KPIs	Senior Strategist Creative Director Activation Director Art Director PR Manager Media Manager Owned Media Manager Project Manager
Step 3 Estimated Total Investment	Professional Services: \$10,000
Step 4: Ignite Change	
Step 4: Ignite Change GÜd Marketing and LEO Expansion act as everything is put into motion and the campaign comes to life. As your campaign unfolds, audience is engaged in a meaningful and measurable way.	

Creative & Production Development · From approved marketing plan and direction, Gd creative and activation teams begin to outline all deliverables needed · Creative begins to finalize campaign schedule of assets for client review · Creative development and production of all assets for broad and targeted campaigns as well as Reconnect Day would include the following: · Videos for multiple platforms and formats · Out-of-home ads and activations · Digital display design engagement ads · Social creative for paid placements · Audio for video, digital streaming and radio · Promotional, print and grassroots activation materials · All other deliverables in accordance with approved tactical plan and media schedule	Creative Director Activation Director Art Director Graphic Designer Writer/Editor Writer/Producer Producer Production Coordinator
Owned Media · Managing and creating connections with people via organic Facebook, Instagram and other platforms to engage audience, educate. · Calendar will be developed in alignment with placements, events and sponsorships · Content development for community college and other partner emails, newsletters, mailers and toolkits promoting Reconnect Day · Manage the content development for the LEO Expansion webpages	Owned Media Manager Writer/Editor Digital Specialist
Social/Digital/New Media (Shared media) · Social content creation, scheduling and engagement of social ads · Digital content creation and scheduling for audience engagement with digital video, interactive display ads, audio content targeting on podcasts and in-home streaming services on Pandora and Spotify, and paid search with keywords and phrases in premium positions	Social/Digital Specialist Owned Media Manager
Paid Media • Vet diverse range of media partners, conduct final negotiations, finalize value-added opportunities • Provide final media schedule including flight dates, messages and targeted advertising vehicles for campaign to LEO Expansion for review and approval Recommended paid media budget (Outside costs)	Media Manager Media Buyer Media Coordinator
Step 4 Estimated Total Investment	Professional Services: \$60,000 Paid Media: \$1,400,000
Step 5: Create Meaningful, Measurable Impact	
Step 5: Create Meaningful, Measurable Impact Gd Marketing’s proven process is designed to provide not only positive results but also those that are purposeful and measurable and can be experienced by people in a significant way. We will provide LEO Expansion with a return on investment by showing impact and success metrics of the campaign.	
Ongoing monitoring and optimizing: • Maintaining the campaign, providing relevant data in monthly reporting, and shared through online platform.	Graphic Designer Research Manager Senior Strategist Media Manager
Key performance metrics will include: • Campaign outputs including website visits and actions taken, paid/earned/owned media impressions and engagements, interactions with online content, etc. (as identified in the communications plan). • Campaign outcomes	
Step 5 Estimated Total Investment	Professional Services: \$10,000

TOTAL BUDGET: \$1,500,000



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Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **MA210000000195**

CONTRACTOR	GUD MARKETING INC
	1223 Turner Street, Ste 100
	Lansing MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Various	Various
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY							
MET Marketing and Advertising Services							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
April 8, 2021	September 30, 2024	2 - 12 Months	September 30, 2024				
PAYMENT TERMS		DELIVERY TIMEFRAME					
NET 45		N/A					
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING				
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No				
MINIMUM DELIVERY REQUIREMENTS							
N/A							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
☒	24 Months	☐		September 30, 2026			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$22,875,000.00	\$14,625,000.00	\$37,500,000.00					
DESCRIPTION							
Effective September 10, 2024, both option years available are hereby exercised with a new expiration date of September 30, 2026 and \$14,625,000.00 is added to this Contract. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on September 10, 2024.							

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

AGENCY	NAME	PHONE	EMAIL
LEO	Erica Quealy		QuealyE@michigan.gov
TREA	Diane Brewer		BrewerD1@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 **MA210000000195**

CONTRACTOR	GUD MARKETING INC
	1223 Turner Street, Ste 100
	Lansing MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Various	Various
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MET Marketing and Advertising Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 8, 2021	September 30, 2024	2 Months	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☐ Yes ☒ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$22,825,000.00	\$50,000.00	\$22,875,000.00		
DESCRIPTION				
Effective May 8, 2024, this Contract is hereby increased by \$50,000.00 for Fostering Future Events. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

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

AGENCY	NAME	PHONE	EMAIL
LEO	Erica Quealy		QuealyE@michigan.gov
TREA	Diane Brewer		BrewerD1@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **7**
to
Contract Number **210000000195**

CONTRACTOR	GUD MARKETING, Inc.	STATE	Program Manager	Various	MULTI
	1223 Turner Street, Ste 100				
	Lansing, MI 48906				
	Zach Krieger		Contract Administrator	Marissa Gove	DTMB
	517-853-3873			(517) 449-8952	
	krieger@gudmarketing.com			govem1@michigan.gov	
	CV0036125				

CONTRACT SUMMARY				
MET MARKETING AND ADVERTISING SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
April 8, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
☐ P-Card ☐ PRC ☐ Other				☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$18,825,000.00	\$4,000,000.00	\$22,825,000.00		
DESCRIPTION				
Effective February 27, 2024, the following changes are hereby incorporated:				
1. LEO is added a user and Erica Quealy is added as a Program Manager.				
2. This Contract is increased by \$4,000,000.00.				
3. The attached Statements of Work are added.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on February 27, 2024.				

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

AGENCY	NAME	PHONE	EMAIL
LEO	Erica Quealy	517-582-2961	quealye@michigan.gov
TREA	Diane Brewer	517-241-2781	BrewerD1@Michigan.gov

Statement of Work – Reconnect 25+ FY24

To ensure all Michiganders are aware of the services and support, and take the next step to enroll after applying, we need to expand our paid media plan and placement for statewide awareness of the Michigan Reconnect Scholarship for eligible adults age 25+ that will:

- A. Inspire: Reconnector applicants to want to go to college
- B. Educate: Promote individualized support
- C. Convert: Motivate them to take specific action along their specific journey Fill out FAFSA, enroll in their community college

Campaign Goals

- A. Priority 1: Close gap of those that have applied and those that have enrolled in college
- B. Priority 2: Continuous, steady stream of applications

Audience

- A. Broad: Age 25-44 without college degree
- B. Current Reconnectors

Deliverables

- A. Host a listening session to get the latest information and needs from the Sixty by 30 team
- B. Create materials, placement and planning support for a Community College Signing Day effort with community colleges across the state.
- C. Create a project plan based on latest feedback
- D. Create a Campaign brief to guide strategic communications approach
- E. Develop a new creative and Integrated communication plan to meet these needs
- F. Produce Video, photography, talent fees, voice over, promotional materials, etc.
- G. Create detailed paid media schedule; campaign assets and communications materials as determined by the approved communications approach
- H. Share full campaign performance highlights and recommendations

Campaign Timeline

Feb. 1, 2024 – Dec. 31, 2024

Budget

\$1,500,000

Statement of Work – Reconnect Expansion 21-24 FY24

To address the time constraints for Michiganders to take advantage of this limited-time expansion, we need to expand our paid media and placement efforts for statewide awareness of the Michigan Reconnect Expansion for eligible adults age 21-24 that will introduce Michigan Reconnect to a new audience and encourage audience to want to go back to school.

Campaign Goals

- A. Drive awareness of new audiences eligible to become a Reconnector
- B. Leverage influencers to motivate interest and promote individualized support
- C. Encourage eligible participants to apply by Friday, Nov. 15, 2024
- D. Make sure those who've applied are aware and moved to enroll with a community college by Dec. 31, 2024

Audience

- A. Primary – Adults 21-24 who have no college degree
- B. Secondary – Parents of adults 21-24 TARGET GEO(S): Statewide

Deliverables

- A. Host a listening session to get the latest information and needs from the Sixty by 30 team
- B. Create a project plan based on latest feedback
- C. Create a Campaign brief to guide strategic communications approach
- D. Develop a new creative and Integrated communication plan to meet these needs
- E. Produce Video, photography, talent fees, voice over, promotional materials, etc.
- F. Create detailed paid media schedule; campaign assets and communications materials as determined by the approved communications approach.
 - i. These efforts must include a grassroots marketing component.
- G. Share full campaign performance highlights and recommendations

Campaign Timeline

Feb. 1, 2024 – Dec. 31, 2024

Budget

\$2,500,000



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6 - Revised**
to
Contract Number **210000000195**

CONTRACTOR	GUD MARKETING, Inc.
	1223 Turner Street, Ste 100
	Lansing, MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Diane Brewer	TREA
		517-241-2781	
		BrewerD1@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MET MARKETING AND ADVERTISING SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 8, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$14,825,000.00	\$4,000,000.00	\$18,825,000.00		
DESCRIPTION				
Effective January 16, 2024, this Contract is hereby increased by \$4,000,000.00 and the attached Statement of Work is added. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on January 16, 2024.				

MI Student Aid Statement of Work

PROJECT REQUEST

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

The budget of \$8,000,000 is specifically for Treasury's Students Scholarships, Grants and Outreach (SSGO) for MI Student Aid.

BACKGROUND

MI Student Aid has an immediate need for marketing and advertising services to help assist in developing and implementing external communications as well as performing public relations activities for the MI Student Aid programs. These activities should increase awareness of the MI Student Aid programs but increasing participation in State programs.

Media/Advertising usually occurs as follows:

- October 1: FAFSA Opens
- November: Scholarship Month
- March 1: FAFSA State Deadline
- College Decision Day
- Financial Empowerment

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

A. MI Student Aid Outreach Program – SSGO

Target Audience:

- Middle and High School Students
- HS Counselors
- Parents
- Community organizations
- College access and financial aid professionals
- Stakeholders; including associations such as MCAN, MICU, MASU and others.

Program Summary:

MI Student Aid Outreach is actively engaged in reaching out to students and families, high school counselors, community organizations, and college access and financial aid professionals. 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

- Free Application for Federal Student Aid (FAFSA) completion and college enrollment process.

Current Status: Student Scholarships Grants and Outreach (SSGO) is in need of Media Placement Services for this program. SSGO is requesting Public Relations Services, as needed

The Program Managers for this area will be Chad Somerville (SomervilleC@michigan.gov) and Britni Shaw (ShawB6@michigan.gov).

REQUIREMENTS

A. Communications/Marketing:

- a. Develop a Marketing Strategy for all programs identified in the Background Section of this SOW and any new programs that come about through Contract term.
- b. 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:
 - i. Business modeling: The Contractor will ensure that they fully understand Treasury's objectives.
 - ii. Defining behaviors, KPI's and metrics the Contractor will track against the campaign goals and objectives
 - iii. Determining data source or analytics system that will be the source of truth for these metrics
 - iv. Identifying what can be measured beyond traditional conversions events like registrations.

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

B. Media

- a. 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 the Program Manager as they require it throughout the remaining Contract term.
- b. Once the 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:
 - i. Paid media budget
 - ii. Target audience
 - iii. Flight dates
 - iv. Geography/media markets
 - v. Advertising vehicles (TV, cable, radio, etc. and rationale)

- vi. Media weight (gross rating point/GRP) levels and expenditures for each medium in each market.
 - vii. Provide in-depth evaluation of all media vehicles (radio, television, print, outdoor, digital, etc.) available to Treasury throughout the State as requested by the Program Manager.
- c. The Contractor is also responsible for advertising placement and must:
- i. Buy and negotiate radio, television and cable air time, internet/digital, 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.
 - ii. The Contractor must negotiate and purchase all forms of digital media, including desktop and mobile if needed and approved by Program Manager.
 - iii. 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.
 - iv. The Contractor will continually optimize throughout the campaign to make sure the best results are achieved.
 - v. Negotiate make-good media-weight for any under-delivery to be scheduled during the next applicable paid media flight.
 - vi. Work to extend the budget through innovative ideas, creative partnerships and aggressive negotiations skills to leverage funding available for paid advertising.
 - vii. Inform the Project Manager of and evaluate as requested any special or unique media placements or opportunities.
 - viii. 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.
 - ix. Identify and recommend opportunities outside of traditional paid advertising to reach specific audiences.
 - x. Conduct a post-buy analysis on the placement of media and the effectiveness of media buy 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.
 - xi. Provide follow-up reporting to the Program Manger 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 proposed media buy.

- xii. Provide 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.
- d. Placement services include not only paid media but also value-added media, Michigan Association of Broadcasters (MAB) media, Michigan Cable Telecommunications (MCTA) media and the Michigan Press Association (MPA) media.
- e. 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 quality, timing, position, and distribution are consistent with 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.

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.

- a. The Contractor must create high-impact, modest -budget creative strategies and tactics.
- b. 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.
- c. The Contractor must design collateral materials (such as banners, posters, radio liners, web banners, etc.)
- d. 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.
- e. The Contractor is responsible for developing or modifying advertising/marketing/creative concepts withing established budgets, including but not limited-to 30-second TV, 15-second internet pre-roll, and 30- and 60-second radio spots.
- f. 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 all final approval from the Project Manager to move forward.
- g. All communications must be diverse and culturally competent.
- h. All creative concepts/materials/productions must be copyright free, including non-rights managed visual materials (to be use din print, online or other forms) and fully buy-out (unrestricted use) of talent in all Michigan media (broadcast, cable and online) for a

minimum of four-year period. The Contractor must ensure that in negotiations or talent right, the State will be signatory on all talent/property rights.

- i. The Contractor is responsible for developing, managing, and executing social media/new media strategies and deliverables (including mobile, interactive, Pandora, etc.) to complement advertising and earned media campaigns.

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 the 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.
 - i. Producing internet/web project deliverables including:
 - i. Repurposed-TV ads
 - ii. Banner ads
 - iii. In-game ads
 - iv. Social media graphics, etc.
 - j. Producing other project deliverables including:
 - i. Billboards
 - ii. Posters
 - iii. Banners
 - iv. Flyers
 - v. Email marketing messages, etc.
 - k. Direct Mail Services – The Contractor must develop and recommend the date needed in order to develop a meaningful dialog with 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:
 - i. Name of Individual and/or organization

- ii. Email Address
- iii. Social Handles, e.h. Twitter
- iv. Mailing address, including ZIP code
- v. Telephone number (mobile and landline)
- vi. Relevant demographic data, e.g. age, gender, marital status and lifestyle data and household size.

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.

G. Public Relations

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

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.

I. Pricing:

PROJECT COMPONENTS	RESOURCES	NOTES
1. LISTEN, LEARN AND LEAD		
Strategic Alignment Meeting Timing: Within 14 days of contract award Güd will meet with key staff from MI Student Aid (MISA) to review updated campaign communication goals, define success, review expansion of recommended research, discuss key milestones, identify diversity, equity and inclusion considerations, and agree on approval timing and evaluation of metrics to ensure a successful project. Based on the information heard and provided, Güd will offer some additional thoughts and recommendations around the current approach and new areas to expand upon. <i>Güd to revise project plan within 10 days of kickoff meeting to reflect decisions and timing.</i>	Account Manager Senior Strategist Research Manager Client Service Director Project Manager	- Fostering a culture of collaboration with your organization is listening to you — where you've been, where you want to go and what you want to achieve. - Our account and project management staff will lead the process in collaboration with MISA to deliver on all the approved work to meet outlined goals.
Value Received: - Conference report of kickoff meeting, including all agreements made - Summary of any short-term or immediate communication needs - Updated project plan that provides some additional detail around key tasks, timing and deliverables		
Updated detailed work plan and schedule for statewide marketing campaign	Account Manager Project Manager	
Value Received: Detailed work plan showcasing steps, scope, timing and expectations		

Campaign Project Management Timing: Ongoing • General Marketing and Communications Strategic Council: Management of MISA communication needs not directly related to ongoing project/campaign work. • Campaign Management: Engagement with internal team and management of development of all deliverables from approved marketing plan. • Partnership Communication: Maintaining excellent communication with MISA and externally with partners and stakeholders as appropriate. • Strategic Oversight and Management: Ongoing management of the execution of all campaign strategies and tactics into market; quality control and delivery of materials outlined in SOW; workflow management, financial management. • Presentations and Events: Manage and participate in key presentations to leadership as necessary and attend key events per approval of MISA program manager. • Weekly Meetings: Participating in regular (weekly) status meetings and work sessions to review campaign deliverables and discuss new projects. • Work Review/Approvals: Managing client reviews and approvals via online platform. • Reporting: Reviewing all data from internal team and providing key data for client to review. Provide progress reports, budget information and effectiveness of marketing campaign as requested by MISA.	Account Manager Client Services Director Project Manager	• GÜD Marketing will work to utilize current and ongoing communications materials to continue implementation of external communications as well as perform public relations activities for the MI Student Aid programs — Additional approved strategies will be implemented based on the expansion of messaging, audience(s) of focus and specific programmatic campaigns. • GÜD Marketing will also conduct expanded secondary and primary research in step 2 (outlined) to inform aforementioned messaging, strategies and outreach activities for additional/new campaign implementation.
Value Received: • Weekly and monthly meetings and conference reports • Attendance at any required in-person events or meetings • Weekly and quarterly reports per contract requirements		
Estimated Budget — STEP 1.		<i>Professional Services: \$160,000</i>
2. DISCOVER THE WHY		
Secondary Research Timing: Ongoing • Research-based, data-driven strategic consulting and oversight; informing communications approach. • Review existing materials, data/metrics, reports, existing research, etc. • Utilize PR tracking for sentiment and article searches. • Secondary data that helps define and deepen our understanding of the audience of focus. • Audience analysis — utilization of QTC and SVI data to further detail the demographic composition.	Strategy Director Research Manager Senior Strategist Associate Strategist Project Manager	• We will identify industry trends and current best practices in the competitive landscape to help establish a strategic campaign direction. • We will analyze data on an ongoing basis and continually monitor demographic changes/shifts.
Campaign brief Timing: <i>To be updated based on expanded goal information and campaign focus — Feb. 2024</i> • Audience and messaging insights from research are outlined in a campaign brief that will be utilized by the team to develop final marketing campaign recommendations.	Research Manager Director of Strategy Senior Strategist	• Brief will inform updates to messaging and creative direction for external communications for MISA programs for 2024.
Primary Research In-Depth Interviews Timing: Spring 2024 GÜD Marketing will coordinate and conduct a series of 10-15 in-depth, one-on-one or small-group interviews via Zoom or phone with internal leadership, key stakeholders or other outlined persons to gain vital insights to inform research and set the stage for building our strategic direction.	Research Manager Senior Strategist Associate Strategist Project Manager	• GÜD Marketing will conduct a series of primary research tactics to better understand audience of focus and knowledge base of MISA initiatives and programs. *Baseline research done in 2018

Creative Testing/Focus groups Timing: Spring 2024 • Understanding barriers and behaviors • Evaluate message comprehension and evaluation options; creative concept A/B testing • Engage key audiences (e.g., students, parents, counselors) in dialogue about eligibility for federal and state programs, strategies to minimize loan debt, financial literacy, scholarship searches, FAFSA completion and college enrollment process. • Asset development (messaging, creative) to be utilized in A/B testing — virtual or in-person engagements	Research Manager Senior Strategist Associate Strategist Project Manager	
Statewide Survey Timing: Summer/Fall 2024 •Güd Marketing will measure knowledge to inform messaging and targeting including tracking shifts in knowledge and behavior related to SSGO programs, scholarships and FAFSA process and gauging campaign and message recall from previous outreach efforts.	Research Manager Senior Strategist Associate Strategist Project Manager	
Reporting Timing: Ongoing Regular progress, coverage, engagement and sentiment reporting, and measurable KPI information Reporting metrics, KPI and campaign updates to key stakeholders and partners	Research Manager Senior Strategist	• Brief will inform updates to messaging and creative direction for external communications for MISA programs for 2024.
Value Received: • Deep understanding of key audiences (in either a brief, research report or presentation) & creative that resonates • Report of baseline findings to inform campaign(s), messaging and direction • A campaign brief that provides key audience information and messaging opportunities to increase connections and engagements • Regular reporting on established areas of focus, KPI and other metrics agreed upon • Survey results, outlining impact, recall and message penetration to prepare for future messaging		
Estimated Budget — STEP 2.		<i>Professional Services: \$147,200</i> <i>Outside Costs</i> <i>Focus Groups: \$75,000</i> <i>Survey: \$30,000</i>
3. UNCOVER SOLUTIONS		
Development of Outreach & Awareness Communication Campaign (Fluid and Builds) Timing: <i>To be updated based on expanded goal information and campaign focus — Feb. 2024</i> •Team Ideation: Strategy, creative, activation teams engage in a collaborative ideation session around creative and paid, earned and owned media platforms. •Partnership Engagement: Activation team engages with key partners, influencers and vendors to include diversity of thoughts, perspectives and opportunities. •Campaign Communications Plan: The best marketing concepts and approach are reviewed and incorporated into the recommendations for the Impact Strategy and Plan, as well as creative messaging concepts that detail how we deliver your message to the right people, at the right time, in the right way. The campaign plan includes: • Campaign goals • Audience identification and definition • Overarching marketing strategies, messaging and creative evolution • Paid, earned, shared and owned media opportunities • Budget (how we will allocate funding and resources) • Metrics/KPIs <i>Multiple plans to be outlined based on expansion of outlined goals, focus and audience(s) of focus</i>	Account Manager Senior Strategist Creative Director Activation Director Art Director PR Manager Media Manager Owned Media Manager Project Manager	•Teams are launched and ideas are shared. This is where we harness the power of our team and yours to build the tactical road map to MISA's success. Timing of plan activation to focus on scheduled annual program calendar aligned with: • Oct 1: FAFSA Opens • November: Scholarship Month • March 1: FAFSA State Deadline • College Decision Day • Financial Empowerment <i>To include specific planning for both: Michigan Achievement Scholarship and Career Skills Scholarship.</i>
Creative Concepting (Phased) Timing: <i>To be updated based on expanded goal information and campaign focus — Feb. 2024</i> • Ideas are formed and evaluated based on MISA-approved campaign brief and creative concepts are reviewed by team. Concept(s) developed for each focus area/campaign. • Initial messaging and visual concepts to intersect with research (step 2) for A/B testing. • Message and visual executions for audience-specific engagement for each individual focus area/campaign.	Creative Services Director Creative Director Graphic Designer Copywriter	
Creative Services Subcontractor Contingency		

Value Received: - Messaging framework including diversity and inclusion considerations while layering high-level and localized messaging that is relevant and resonant for each audience of focus and platform; messaging matrix for each campaign/area of focus/audience. - Paid, earned, shared and owned media plan framework that guides us to successfully reaching each desired audience in the most effective way. - Final campaign Impact Strategy and Plan including goals, strategies, messaging for the audience of focus, along with key timing and budget allocation recommendations.* *GüD Marketing will update the plan as necessary throughout campaign engagement.		
Estimated Budget — STEP 3.		<i>Professional Services: \$60,000</i> <i>Outside Costs</i> <i>Subcontractor Contingency: \$20,000</i>
4. IGNITE CHANGE		
Creative & Production Development		
- Develop Creative and Production Plan: From approved marketing plan and direction, GüD creative and activation teams begin to outline all deliverables needed. All design, messaging, and audience-focused execution of campaign(s). - Creative and Production Schedule: Creative begins to finalize campaign schedule of assets for review. - Asset Development for multiple audience-focused campaigns — Creative development and production for the following: - Videos for multiple platforms and formats; Audio for video, digital streaming and radio - Outdoor - Digital display design engagement ads, Social creative for paid placements - Toolkit materials - Event support Translation: Specific creative assets provided in multiple languages.	Creative Director Activation Director Art Director Graphic Designer Writer/Editor Writer/Producer Producer Production Coordinator	- Creation of all deliverables in accordance with predetermined schedule (and updated work plan) and approved tactical plan and media schedule. Complex deliverables, such as video, are subject to individual schedules, preproduction and production plans. - Changes/refinements and final assets are developed per client feedback and approval.
Earned Media (Public Relations) Media Releases: Crafting tailored earned media strategies, content and pitches that appeal to the audiences of focus and the media that serve them. Media Interviews: Pitching media outlets for interviews that coincide with events, sponsorships Press Conferences: Managing the logistics and details of press events to introduce hyperlocal community recycling efforts. Articles: Creating long-form content pieces that educate the audience of focus as well as the public and encourage them to engage and act. Op-Eds: Opinion pieces featured in educational and financial publications. Events/Sponsorships: Managing the logistics and details around attendance at events and sponsorships. Educational Publications: Target key statewide, regional, national publications	Senior PR Manager PR Manager PR Coordinator Production Manager Production Coordinator	
Social/Digital/New Media (Shared media) Social: Content creation, scheduling and engagement of social ads. Digital: Content creation and scheduling for audience engagement with digital video, interactive display ads, audio content targeting on podcasts and in-home streaming services on Pandora and Spotify, and paid search with keywords and phrases in premium positions. New Media: Partner with relevant influencers on Instagram who have access to high-reaching audiences who can extend messages. Also engage on new social platforms to implement a follower growth strategy to engage new and viral audiences.	Social/Digital Specialist Owned Media Manager	
Owned Media Organic Social Engagement: Managing and creating connections with people via Facebook, Instagram and Twitter platforms to engage audience, educate and remind them of important program dates and financial aid information. This includes content development around fun, educational tips to increase followers and shares through key social media channels. Calendar will be developed in alignment with placements, events and sponsorships. Partnership Content: Content development for emails, newsletters, mailers and toolkits. Website Content: Manage the content development for the MISA webpage. Partnership Development and Engagement: identification and coordination of communications and activities related to partnership opportunities to extend MISA program messaging.	Owned Media Manager Writer/Editor Digital Specialist	

Paid Media •Media Schedule Development: Final media negotiation of media buys and value-added (free) opportunities are formalized and presented to client for final approval of media buy. •Media Placement Services: Formalize agreements with media partners through final negotiated IO to confirm agreements about budget, GRPs and bonus placements. • Media Deployment and Traffic: Placement and trafficking ads to media platforms. •Media Auditing and Reporting: Confirming placement with media platforms as well as using monitoring and analytic tools; the campaign will be documented in real time on an online platform for ongoing results. <i>Paid media ad budget separately identified.</i>	Media Manager Media Buyer Media Coordinator	• Paid media schedules will be built out based on approved plan. • We typically attain value-added (free) placements of at least 25% of the GRP goal in our paid media. • Deliverables are routed for internal quality assurance, presented to program managers and/or key staff in various stages of development and, once granted final approval, are trafficked to the media department.
Promotional, Print Items and Activation Materials (swag)		• Gúd Marketing will handle creation, production and delivery of approved items.
Marketing/Communications Program Contingency		• Allocated funds for unknown/unanticipated opportunities throughout the year.
Value Received: • Development of new creative assets around approved messaging and plan • Successful placement, monitoring and measuring of campaign; key performance indicators and reporting cadence • Media buy approval report; media buy reporting following the conclusion of campaign		
Estimated Budget — STEP 4.		<i>Professional Services: \$1,252,800</i> <i>Outside Costs</i> <i>Paid ad placement: \$5,880,000</i> <i>Promo/Print & Contingency: \$350,000</i>
5. MEANINGFUL, MEASURABLE IMPACT		
Development of Annual Campaign Marketing Completion Report Timing: September 2024	Graphic Designer Research Manager Senior Strategist Media Manager	• We will provide MISA with a return on investment by showing impacted and success metrics of the campaign.
Value Received: •Impact achieved by your investment; this includes campaign report with success metrics, performance results, campaign insights and recommendations for next steps; presentation of results to the MISA team		
Estimated Budget — STEP 5.		<i>Professional Services: \$25,000</i>

TOTAL CONTRACT TERM BUDGET: \$8,000,000.00
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STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
to
Contract Number **210000000195**

CONTRACTOR	GUD MARKETING, Inc.
	1223 Turner Street, Ste 100
	Lansing, MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Diane Brewer	TREA
		517-241-2781	
		BrewerD1@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MET MARKETING AND ADVERTISING SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
April 8, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
☐ P-Card ☐ PRC ☐ Other				☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$14,825,000.00	\$4,000,000.00	\$18,825,000.00		
DESCRIPTION				
Effective January 16, 2024, this Contract is hereby increased by \$4,000,000.00. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on January 16, 2024.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **210000000195**

CONTRACTOR	GUD MARKETING, Inc.
	1223 Turner Street, Ste 100
	Lansing, MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Diane Brewer	TREA
		517-241-2781	
		BrewerD1@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MET MARKETING AND ADVERTISING SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 8, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$14,150,000.00	\$675,000.00		\$14,825,000.00	
DESCRIPTION				
Effective November 14, 2023, this Contract is hereby increased by \$675,000.00. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on November 14, 2023.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **210000000195**

CONTRACTOR	GUD MARKETING, Inc.
	1223 Turner Street, Ste 100
	Lansing, MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Diane Brewer	TREA
		517-241-2781	
		BrewerD1@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY					
MET MARKETING AND ADVERTISING SERVICES					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE		INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 8, 2021	September 30, 2024		2 - 1 Year	September 30, 2024	
PAYMENT TERMS			DELIVERY TIMEFRAME		
NET 45			N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING	
☐ P-Card ☐ PRC ☐ Other				☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS					
N/A					
DESCRIPTION OF CHANGE NOTICE					
OPTION	LENGTH OF OPTION		EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐			☐		N/A
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$7,975,000.00		\$6,175,000.00		\$14,150,000.00	
DESCRIPTION					
Effective September 14, 2023, \$6,175,000.00 is hereby added to the Contract and the attached Statement of Work replaces the version added in Change Notice 3. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on September 14, 2023.					

MI Student Aid Statement of Work

PROJECT REQUEST

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

The budget of \$4,000,000 is specifically for Treasury's Students Scholarships, Grants and Outreach (SSGO) for MI Student Aid.

BACKGROUND

MI Student Aid has an immediate need for marketing and advertising services to help assist in developing and implementing external communications as well as performing public relations activities for the MI Student Aid programs. These activities should increase awareness of the MI Student Aid programs but increasing participation in State programs.

Media/Advertising usually occurs as follows:

- October 1: FAFSA Opens
- November: Scholarship Month
- March 1: FAFSA State Deadline
- College Decision Day
- Financial Empowerment

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

A. MI Student Aid Outreach Program – SSGO

Target Audience:

- Middle and High School Students
- HS Counselors
- Parents
- Community organizations
- College access and financial aid professionals
- Stakeholders; including associations such as MCAN, MICU, MASU and others.

Program Summary:

MI Student Aid Outreach is actively engaged in reaching out to students and families, high school counselors, community organizations, and college access and financial aid professionals. 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

- Free Application for Federal Student Aid (FAFSA) completion and college enrollment process.

Current Status: Student Scholarships Grants and Outreach (SSGO) is in need of Media Placement Services for this program. SSGO is requesting Public Relations Services, as needed

The Program Managers for this area will be Chad Somerville (SomervilleC@michigan.gov) and Britni Shaw (ShawB6@michigan.gov).

REQUIREMENTS

A. Communications/Marketing:

- a. Develop a Marketing Strategy for all programs identified in the Background Section of this SOW and any new programs that come about through Contract term.
- b. 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:
 - i. Business modeling: The Contractor will ensure that they fully understand Treasury's objectives.
 - ii. Defining behaviors, KPI's and metrics the Contractor will track against the campaign goals and objectives
 - iii. Determining data source or analytics system that will be the source of truth for these metrics
 - iv. Identifying what can be measured beyond traditional conversions events like registrations.

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

B. Media

- a. 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 the Program Manager as they require it throughout the remaining Contract term.
- b. Once the 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:
 - i. Paid media budget
 - ii. Target audience
 - iii. Flight dates
 - iv. Geography/media markets
 - v. Advertising vehicles (TV, cable, radio, etc. and rationale)

- vi. Media weight (gross rating point/GRP) levels and expenditures for each medium in each market.
 - vii. Provide in-depth evaluation of all media vehicles (radio, television, print, outdoor, digital, etc.) available to Treasury throughout the State as requested by the Program Manager.
- c. The Contractor is also responsible for advertising placement and must:
- i. Buy and negotiate radio, television and cable air time, internet/digital, 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.
 - ii. The Contractor must negotiate and purchase all forms of digital media, including desktop and mobile if needed and approved by Program Manager.
 - iii. 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.
 - iv. The Contractor will continually optimize throughout the campaign to make sure the best results are achieved.
 - v. Negotiate make-good media-weight for any under-delivery to be scheduled during the next applicable paid media flight.
 - vi. Work to extend the budget through innovative ideas, creative partnerships and aggressive negotiations skills to leverage funding available for paid advertising.
 - vii. Inform the Project Manager of and evaluate as requested any special or unique media placements or opportunities.
 - viii. 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.
 - ix. Identify and recommend opportunities outside of traditional paid advertising to reach specific audiences.
 - x. Conduct a post-buy analysis on the placement of media and the effectiveness of media buy 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.
 - xi. Provide follow-up reporting to the Program Manger 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 proposed media buy.

- xii. Provide 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.
- d. Placement services include not only paid media but also value-added media, Michigan Association of Broadcasters (MAB) media, Michigan Cable Telecommunications (MCTA) media and the Michigan Press Association (MPA) media.
- e. 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 quality, timing, position, and distribution are consistent with 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.

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.

- a. The Contractor must create high-impact, modest -budget creative strategies and tactics.
- b. 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.
- c. The Contractor must design collateral materials (such as banners, posters, radio liners, web banners, etc.)
- d. 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.
- e. The Contractor is responsible for developing or modifying advertising/marketing/creative concepts withing established budgets, including but not limited-to 30-second TV, 15-second internet pre-roll, and 30- and 60-second radio spots.
- f. 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 all final approval from the Project Manager to move forward.
- g. All communications must be diverse and culturally competent.
- h. All creative concepts/materials/productions must be copyright free, including non-rights managed visual materials (to be use din print, online or other forms) and fully buy-out (unrestricted use) of talent in all Michigan media (broadcast, cable and online) for a

minimum of four-year period. The Contractor must ensure that in negotiations or talent right, the State will be signatory on all talent/property rights.

- i. The Contractor is responsible for developing, managing, and executing social media/new media strategies and deliverables (including mobile, interactive, Pandora, etc.) to complement advertising and earned media campaigns.

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 the 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.
 - i. Producing internet/web project deliverables including:
 - i. Repurposed-TV ads
 - ii. Banner ads
 - iii. In-game ads
 - iv. Social media graphics, etc.
 - j. Producing other project deliverables including:
 - i. Billboards
 - ii. Posters
 - iii. Banners
 - iv. Flyers
 - v. Email marketing messages, etc.
 - k. Direct Mail Services – The Contractor must develop and recommend the date needed in order to develop a meaningful dialog with 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:
 - i. Name of Individual and/or organization

- ii. Email Address
- iii. Social Handles, e.h. Twitter
- iv. Mailing address, including ZIP code
- v. Telephone number (mobile and landline)
- vi. Relevant demographic data, e.g. age, gender, marital status and lifestyle data and household size.

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.

G. Public Relations

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

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.

I. Pricing:

PROJECT COMPONENTS	RESOURCES	NOTES
1. LISTEN, LEARN AND LEAD		
Campaign Launch Meeting Timing: Within 14 days of contract award Meet with key staff from MI Student Aid (MISA) to review recommended campaign communication goals, define success, review recommended research, discuss milestones, identify diversity, equity and inclusion considerations, and agree on approval timing and evaluation of metrics to ensure a successful project. Based on the information heard and provided, G&D will offer some additional thoughts and recommendations around current approach. <i>G&D to revise project plan within 10 days of kickoff meeting to reflect decisions and timing.</i>	Account Manager Senior Strategist Research Manager Client Service Director Project Manager	- Fostering a culture of collaboration with your organization is listening to you — where you've been, where you want to go and what you want to achieve. - Our account and project management staff will lead the process in collaboration with MISA to deliver on all the approved work to meet outlined
Value Received: - Conference report of kickoff meeting, including all agreements made - Summary of any short-term or immediate communication needs - Updated project plan that provides some additional detail around key tasks, timing and deliverables		
Updated detailed work plan and schedule for statewide marketing and advertising campaign Timing: Week 3	Account Manager Project Manager	
Value Received: Detailed work plan showcasing steps, scope, timing and expectations		

Campaign Project Management Timing: Ongoing •General Marketing and Communications Strategic Council: Management of MISA communication needs not directly related to ongoing project/campaign work. •Campaign Management: Engagement with internal team and management of development of all deliverables from approved marketing plan. •Partnership Communication: Maintaining excellent communication with MISA and externally with partners and stakeholders as appropriate. •Strategic Oversight and Management: Ongoing management of the execution of all campaign strategies and tactics into market. •Presentations and Events: Manage and participate in key presentations to leadership as necessary and attend key events per approval of MISA program manager. •Weekly Meetings: Participating in regular (weekly) status meetings and work sessions to review campaign deliverables and discuss new projects. •Work Review/Approvals: Managing client reviews and approvals via online platform.	Account Manager Client Services Director Project Manager	•Güd Marketing will work to utilize current and ongoing communications materials to start immediate implementation of external communications as well as perform public relations activities for the MI Student Aid programs — Oct. 1, 2023. However, Güd Marketing will also conduct secondary and primary research in step 2 (outlined) to inform messaging, strategies and outreach activities for additional/new campaign implementation.
Value Received: • Weekly and monthly meetings and conference reports • Attendance at any required in-person events or meetings • Weekly and quarterly reports per contract requirements		
Estimated Budget — STEP 1.		<i>Professional Services: \$79,825</i>
2. DISCOVER THE WHY		
Secondary Research Timing: Weeks 2-4 for initial understanding; ongoing for remainder of the contract term • Review existing materials, data/metrics, reports, existing research, etc. • Utilize PR tracking for sentiment and article searches. • Secondary data that helps define and deepen our understanding of the audience of focus.	Research Manager Senior Strategist Associate Strategist Project Manager	• We will identify industry trends and current best practices in the competitive landscape to help establish a strategic campaign direction. • We will analyze data on an ongoing basis and continually monitor demographic

Primary Research In-Depth Interviews Timing: Weeks 5-6 •Güđ Marketing will coordinate and conduct a series of 10-15 in-depth, one-on-one or small-group interviews via Zoom or phone with internal leadership, key stakeholders or other outlined persons to gain vital insights to inform research and set the stage for building our strategic direction.	Research Manager Senior Strategist Associate Strategist Project Manager	•Güđ Marketing will conduct a series of primary research tactics to better understand audience of focus and knowledge base of MISA initiatives and programs. <i>*Baseline research done in 2018</i>
Focus groups Timing: Winter 2023 • Understanding barriers and behaviors • Evaluate message comprehension and evaluation options •Engage key audiences (e.g., students, parents, counselors) in dialogue about eligibility for federal and state programs, strategies to minimize loan debt, financial literacy, scholarship searches, FAFSA completion and college enrollment process.	Research Manager Senior Strategist Associate Strategist Project Manager	
Statewide Survey Timing: Spring/Summer 2024 •Güđ Marketing will measure knowledge to inform messaging and targeting including tracking shifts in knowledge and behavior related to SSGO programs, scholarships and FAFSA process and gauging campaign and message recall from previous outreach efforts.	Research Manager Senior Strategist Associate Strategist Project Manager	
Campaign brief Timing: Weeks 8-10 •Audience and messaging insights from research are outlined in a campaign brief that will be utilized by the team to develop final marketing campaign recommendations.	Research Manager Senior Strategist	• Brief will inform updates to messaging and creative direction for external communications for MISA programs for 2024.
Value Received: • Deep understanding of key audiences (in either brief, research report or presentation) • Report of baseline survey findings to inform campaign • A campaign brief that provides key audience information and messaging opportunities to increase connections and engagements		
Estimated Budget — STEP 2.		<i>Professional Services: \$59,675</i> <i>Outside Costs</i> <i>Focus Groups: \$75,000</i> <i>Survey: \$30,000</i>
3. UNCOVER SOLUTIONS		
Development of Outreach & Awareness Communication Campaign Timing: November/December 2023 •Team Ideation: Strategy, creative, activation teams engage in a collaborative ideation session around creative and paid, earned and owned media platforms. •Partnership Engagement: Activation team engages with key partners, influencers and vendors to include diversity of thoughts, perspectives and opportunities. •Creative Concepts: Ideas are formed and evaluated based on MISA-approved campaign brief and creative concepts are reviewed by team. •Campaign Communications Plan: The best marketing concepts and approach are reviewed and incorporated into the recommendations for the Impact Strategy and Plan, as well as creative messaging concepts that detail how we deliver your message to the right people, at the right time, in the right way. The campaign plan includes: • Campaign goals • Audience identification and definition • Overarching marketing strategies, messaging and creative evolution • Paid, earned, shared and owned media opportunities • Budget (how we will allocate funding and resources) • Metrics/KPIs	Account Manager Senior Strategist Creative Director Activation Director Art Director PR Manager Media Manager Owned Media Manager Project Manager	•Teams are launched and ideas are shared. This is where we harness the power of our team and yours to build the tactical road map to MISA's success. Timing of plan activation to focus on scheduled annual program calendar aligned with: • Oct 1: FAFSA Opens • November: Scholarship Month • March 1: FAFSA State Deadline • College Decision Day • Financial Empowerment <i>To include specific planning for both: Michigan Achievement Scholarship and Career Skills Scholarship.</i>

Value Received: • Messaging framework including diversity and inclusion considerations while layering high-level and localized messaging that is relevant and resonant for each audience of focus and platform • Paid, earned, shared and owned media plan framework that guides us to successfully reaching each desired audience in the most effective way. • Final campaign Impact Strategy and Plan including goals, strategies, messaging for the audience of focus, along with key timing and budget allocation recommendations.*		
Estimated Budget — STEP 3.		<i>Professional Services: \$25,000</i>
4. IGNITE CHANGE		
Paid Media • Media Schedule Development: Final media negotiation of media buys and value-added (free) opportunities are formalized and presented to client for final approval of media buy. • Media Placement Services: Formalize agreements with media partners through final negotiated IO to confirm agreements about budget, GRPs and bonus placements. • Media Deployment and Traffic: Placement and trafficking ads to media platforms. • Media Auditing and Reporting: Confirming placement with media platforms as well as using monitoring and analytic tools; the campaign will be documented in real time on an online platform for ongoing results. <i>Paid media ad budget separately identified.</i>	Media Manager Media Buyer Media Coordinator	• Paid media schedules will be built out based on approved plan. • We typically attain value-added (free) placements of at least 25% of the GRP goal in our paid media. • Deliverables are routed for internal quality assurance, presented to program managers and/or key staff in various stages of development and, once granted final approval, are trafficked to the media department.
Earned Media (Public Relations) • Media Releases: Crafting tailored earned media strategies, content and pitches that appeal to the audiences of focus and the media that serve them. • Media Interviews: Pitching media outlets for interviews that coincide with events, sponsorships, media, etc. • Press Conferences: Managing the logistics and details of press events to introduce hyperlocal community recycling efforts. • Articles: Creating long-form content pieces that educate the audience of focus as well as the public and encourage them to engage and act. • Op-Eds: Opinion pieces featured in educational and financial publications. • Events/Sponsorships: Managing the logistics and details around attendance at events and sponsorships. • Educational Publications: Target key statewide, regional, national publications to feature work in Michigan/MISA.	Senior PR Manager PR Manager PR Coordinator Production Manager Production Coordinator	
Social/Digital/New Media (Shared media) • Social: Content creation, scheduling and engagement of social ads. • Digital: Content creation and scheduling for audience engagement with digital video, interactive display ads, audio content targeting on podcasts and in-home streaming services on Pandora and Spotify, and paid search with keywords and phrases in premium positions. • New Media: Partner with relevant influencers on Instagram who have access to high-reaching audiences who can extend messages. Also engage on new social platforms to implement a follower growth strategy to engage new and viral audiences.	Social/Digital Specialist Owned Media Manager	
Owned Media • Organic Social Engagement: Managing and creating connections with people via Facebook, Instagram and Twitter platforms to engage audience, educate and remind them of important program dates and financial aid information. This includes content development around fun, educational tips to increase followers and shares through key social media channels. Calendar will be developed in alignment with placements, events and sponsorships. • Partnership Content: Content development for emails, newsletters, mailers and toolkits. • Website Content: Manage the content development for the MISA webpage. • Partnership Development and Engagement: identification and coordination of communications and activities related to partnership opportunities to extend MISA program messaging.	Owned Media Manager Writer/Editor Digital Specialist	

Creative & Production Development ● Develop Creative and Production Plan: From approved marketing plan and direction, Gúd creative and activation teams begin to outline all deliverables needed. ● Creative and Production Schedule: Creative begins to finalize campaign schedule of assets for client review. ● Assets Development: Creative development and production for the following: ● Videos for multiple platforms and formats ● Outdoor ● Digital display design engagement ads ● Social creative for paid placements ● Audio for video, digital streaming and radio	Creative Director Activation Director Art Director Graphic Designer Writer/Editor Writer/Producer Producer Production Coordinator	• Creation of all deliverables in accordance with predetermined schedule (and updated work plan) and approved tactical plan and media schedule. Complex deliverables, such as video, are subject to individual schedules, preproduction and production plans. • Changes/refinements and final assets are developed per client feedback and approval.
Promotional, Print Items and Activation Materials (swag)		• Gúd Marketing will handle creation, production and delivery of approved items.
Marketing/Communications Program Contingency		• Allocated funds for unknown/unanticipated opportunities throughout the year.
Value Received: • Development of new creative assets around approved messaging and plan • Successful placement, monitoring and measuring of campaign; key performance indicators and reporting cadence • Media buy approval report; media buy reporting following the conclusion of campaign		
Estimated Budget — STEP 4.		<i>Professional Services: \$992,000 Outside Costs Paid ad placement: \$2,673,000 Print/Promotional items: \$50,500</i>
5. MEANINGFUL, MEASURABLE IMPACT		
Development of Annual Campaign Marketing Completion Report	Graphic Designer Research Manager Senior Strategist Media Manager	• We will provide MISA with a return on investment by showing impacted and success metrics of the campaign.
Value Received: • Impact achieved by your investment; this includes campaign report with success metrics, performance results, campaign insights and recommendations for next steps; presentation of results to the MISA team		
Estimated Budget — STEP 5.		<i>Professional Services: \$15,000</i>
TOTAL CONTRACT TERM BUDGET: \$4,000,000.00		



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **210000000195**

CONTRACTOR	GUD MARKETING, Inc.
	1223 Turner Street, Ste 100
	Lansing, MI 48906
	Zach Krieger
	517-853-3873
	krieger@gudmarketing.com
	CV0036125

STATE	Program Manager	Diane Brewer	TREA
		517-241-2781	
		BrewerD1@Michigan.gov	
	Contract Administrator	Marissa Gove	DTMB
		(517) 449-8952	
		govem1@michigan.gov	

CONTRACT SUMMARY				
MET MARKETING AND ADVERTISING SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
April 8, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
☐ P-Card		☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$7,775,000.00	\$200,000.00		\$7,975,000.00	
DESCRIPTION				
Effective 1/11/23, the attached Schedule A - Statement of Work is hereby added to the Contract. In addition, the Contract is increased by \$200,000.00. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

MI Student Aid Statement of Work

PROJECT REQUEST

This is a Contract Change Request to amend the Contract (MA 210000000195) to cover marketing and advertising needs for programs department-wide for Treasury

This is a one-time budget of \$200,000.00 specifically for Treasury's Students Scholarships, Grants and Outreach (SSGO) for MI Student Aid.

All other terms and conditions of the Contract remain unchanged.

BACKGROUND

MI Student Aid has an immediate need for marketing and advertising services to help assist in developing and implementing external communications as well as performing public relations activities for the MI Student Aid programs. These activities should increase awareness of the MI Student Aid programs but increasing participation in State programs.

Media/Advertising usually occurs as follows:

- October 1: FAFSA Opens
- November: Scholarship Month
- March 1: FAFSA State Deadline
- College Decision Day
- Financial Empowerment

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

A. MI Student Aid Outreach Program – SSGO

Target Audience:

- Middle and High School Students
- HS Counselors
- Parents
- Community organizations
- College access and financial aid professionals
- Stakeholders; including associations such as MCAN, MICU, MASU and others.

Program Summary:

MI Student Aid Outreach is actively engaged in reaching out to students and families, high school counselors, community organizations, and college access and financial aid professionals. 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
- Free Application for Federal Student Aid (FAFSA) completion and college enrollment process.

Current Status: Student Scholarships Grants and Outreach (SSGO) is in need of Media Placement Services for this program. SSGO is requesting Public Relations Services, as needed

The Program Managers for this project will be Chad Somerville (SomervilleC@michigan.gov) and Britni Shaw (ShawB6@michigan.gov).

REQUIREMENTS

A. Communications/Marketing:

- a. Develop a Marketing Strategy for all programs identified in the Background Section of this SOW and any new programs that come about through Contract term.
- b. 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:
 - i. Business modeling: The Contractor will ensure that they fully understand Treasury's objectives.
 - ii. Defining behaviors, KPI's and metrics the Contractor will track against the campaign goals and objectives
 - iii. Determining data source or analytics system that will be the source of truth for these metrics
 - iv. Identifying what can be measured beyond traditional conversions events like registrations.

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

B. Media

- a. 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 the Program Manager as they require it throughout the remaining Contract term.
- b. Once the 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:
 - i. Paid media budget
 - ii. Target audience
 - iii. Flight dates
 - iv. Geography/media markets

- v. Advertising vehicles (TV, cable, radio, etc. and rationale)
 - vi. Media weight (gross rating point/GRP) levels and expenditures for each medium in each market.
 - vii. Provide in-depth evaluation of all media vehicles (radio, television, print, outdoor, digital, etc.) available to Treasury throughout the State as requested by the Program Manager.
- c. The Contractor is also responsible for advertising placement and must:
- i. Buy and negotiate radio, television and cable air time, internet/digital, 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.
 - ii. The Contractor must negotiate and purchase all forms of digital media, including desktop and mobile if needed and approved by Program Manager.
 - iii. 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.
 - iv. The Contractor will continually optimize throughout the campaign to make sure the best results are achieved.
 - v. Negotiate make-good media-weight for any under-delivery to be scheduled during the next applicable paid media flight.
 - vi. Work to extend the budget through innovative ideas, creative partnerships and aggressive negotiations skills to leverage funding available for paid advertising.
 - vii. Inform the Project Manager of and evaluate as requested any special or unique media placements or opportunities.
 - viii. 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.
 - ix. Identify and recommend opportunities outside of traditional paid advertising to reach specific audiences.
 - x. Conduct a post-buy analysis on the placement of media and the effectiveness of media buy 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.
 - xi. Provide follow-up reporting to the Program Manger 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 proposed media buy.

- xii. Provide 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.
- d. Placement services include not only paid media but also value-added media, Michigan Association of Broadcasters (MAB) media, Michigan Cable Telecommunications (MCTA) media and the Michigan Press Association (MPA) media.
- e. 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 quality, timing, position, and distribution are consistent with 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.

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.

- a. The Contractor must create high-impact, modest -budget creative strategies and tactics.
- b. 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.
- c. The Contractor must design collateral materials (such as banners, posters, radio liners, web banners, etc.)
- d. 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.
- e. The Contractor is responsible for developing or modifying advertising/marketing/creative concepts withing established budgets, including but not limited-to 30-second TV, 15-second internet pre-roll, and 30- and 60-second radio spots.
- f. 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 all final approval from the Project Manager to move forward.
- g. All communications must be diverse and culturally competent.
- h. All creative concepts/materials/productions must be copyright free, including non-rights managed visual materials (to be use din print, online or other forms) and fully buy-out (unrestricted use) of talent in all Michigan media (broadcast, cable and online) for a

minimum of four-year period. The Contractor must ensure that in negotiations or talent right, the State will be signatory on all talent/property rights.

- i. The Contractor is responsible for developing, managing, and executing social media/new media strategies and deliverables (including mobile, interactive, Pandora, etc.) to complement advertising and earned media campaigns.
- 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 the 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.
 - i. Producing internet/web project deliverables including:
 - i. Repurposed-TV ads
 - ii. Banner ads
 - iii. In-game ads
 - iv. Social media graphics, etc.
 - j. Producing other project deliverables including:
 - i. Billboards
 - ii. Posters
 - iii. Banners
 - iv. Flyers
 - v. Email marketing messages, etc.
 - k. Direct Mail Services – The Contractor must develop and recommend the date needed in order to develop a meaningful dialog with 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:
 - i. Name of Individual and/or organization

- ii. Email Address
- iii. Social Handles, e.h. Twitter
- iv. Mailing address, including ZIP code
- v. Telephone number (mobile and landline)
- vi. Relevant demographic data, e.g. age, gender, marital status and lifestyle data and household size.

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.

G. Public Relations

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

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.

I. Pricing

See chart attached

PROJECT COMPONENTS	COST	NOTES
1. LISTEN, LEARN AND LEAD		
Intake meeting • Introduction to the Gúd Marketing team and account manager who will lead the day-to-day work and oversee project management. • Discussion around performance outcomes and what success looks like. Ongoing Account Management • Day-to-day project management and oversight, keeping tasks on time and on budget throughout the Contract Term.	\$25,500	Gúd will foster a culture of collaboration with MI Student Aid program manager, establishing points of contact, meeting cadence, an overall understanding of internal and external barriers and opportunities, and more. Our teams will consistently meet (weekly/bi-weekly or noted otherwise) throughout the Contract Term.
Value Received: • Intake meeting with conference report that details all agreements made, a summary of any short-term or immediate communication needs and a detailed work plan that defines scheduled tasks, their timing and budget allocations. • Ongoing account management covers all communications and tasks related to MI Student Aid communications plan. A dedicated Account Manager will oversee all planning, organization, management and implementation of campaign work.		
2. DISCOVER THE WHY		
Audience Analysis • Gúd Marketing will investigate and analyze available audience data with emphasis on outlined communities determined by MI Student Aid. • Utilization of Census and SVI data to further detail the demographic composition. • Analysis of similar awareness campaigns. Gúd will analyze campaigns and identify evidence of success.	\$5,000	• We will utilize census data and other means of public record to help inform audience composition. • We will identify industry trends to help establish a strategic campaign direction. • We will analyze data on an annual basis and continually monitor demographic changes/shifts; this will also be done for the material audit as partners produce new items.
Value Received: • Development of a strategic direction; creation of clear, concise messaging direction; drafting of a comprehensive campaign brief and audience profile to launch agency teams on solutions		
3. UNCOVER SOLUTIONS		
Messaging and Campaign Thematic • Creation of an overall campaign concept and thematic. A commitment to producing work with cultural competence, inclusivity and accessibility at its core. All assets will be provided in a culturally and linguistically appropriate manner to align with MI Student Aid's needs. Strategic Communications Plan • Our comprehensive strategic communications plan will provide MI Student Aid a clear outline of how established goals will be reached through multiple tactical measures including overall communications strategy, messaging variations by audience, media, events, partnership activations and more.	\$15,000	• Messaging and campaign thematic options will be presented to MI Student Aid for approval.
Value Received: • Strategic communications plan with overall messaging structure and campaign themeatic direction; paid, earned and owned media plan framework; final campaign impact strategy and outlined budget allocation recommendations.		

4. IGNITE CHANGE		
Paid Media - Media schedule including flight dates, geographic breakdown, media weight, messages and advertising vehicles for campaign. Also includes negotiation and scheduling with media vendor(s). - Strategic communications approach will outline all recommended media tactics. Campaign Optimization and Reporting - Analytics monitoring and reporting; adjustments to the campaign to ensure optimal performance and exposure. Monthly written reports are to be provided.	\$151,500	- Our media buying covers all placement, monitoring and management of paid media assets. - We typically attain value-added (free) placements of at least 25% of the GRP goal in our paid media. - Deliverables are routed for internal quality assurance, presented to MI Student Aid program managers and/or key staff in various stages of development and, once granted final approval, are trafficked to the media department.
Creative Development / Implementation - All creative development (content and design) for the integrated strategic communications plan – including media advertisements, and all other recommended innovative tactics. - Any relevant creative needs for earned (public relations) and owned media (social media, etc.).		Creation of all deliverables in accordance with predetermined schedule (and updated work plan) and approved tactical plan and media schedule. Complex deliverables, such as video, are subject to individual schedules, preproduction and production plans.
Earned media To align with the paid media campaign, various public relations strategies will be implemented. We will work to build an editorial calendar and outreach plan to endorse the efforts of the education and awareness outreach campaign, highlighting events, partners and relevant stories.		Earned media opportunities will be outlined in the campaign plan; activities may include content sharing, interview opportunities, press releases, distribution and coordination, etc.
Owned Media Management and content coordination for owned media channels – social platforms, website, E-newsletter, blog, etc.; specific platforms and tactics to be determined and outlined in the strategic communications plan.		Owned media platforms will be reviewed with MI Student Aid and content management plans will be outlined in the overall campaign plan; a social media calendar will be outlined to align with campaign activities.
Value Received: Development and execution of MI Student Aid’s campaign; production of all deliverables associated with the advertising campaign and any other innovative marketing approaches included in the communications plan.		
5. MEANINGFUL, MEASURABLE IMPACT		
Campaign Success Report: At the completion of the campaign, GÜD Marketing will develop a detailed campaign report.	\$3,000	Reporting will be coordinated with findings and results from paid, earned and owned media performance and metrics.
Value Received: Campaign report including the impact achieved, metrics, performance results, campaign insights and recommendations for future efforts.		
Total Contract Term Budget : \$200,000		



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 **2**
to
Contract Number **210000000195**

CONTRACTOR	GUD MARKETING, Inc.	STATE	Program Manager	Diane Brewer	TREA
	1223 Turner Street, Ste 100			517-241-2781	
	Lansing, MI 48906		Contract Administrator	BrewerD1@Michigan.gov	
	Zach Krieger			Sarah McKinley	DTMB
	517-853-3873			(517) 256-4237	
	krieger@gudmarketing.com			mckinleys4@michigan.gov	
	CV0036125				

CONTRACT SUMMARY				
MET MARKETING AND ADVERTISING SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
April 8, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐	N/A	☐	N/A	September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,275,000.00	\$500,000.00	\$7,775,000.00		
DESCRIPTION				
Effective March 15, 2022, please note the following:				
This Contract is hereby increased by \$500,000 for the MET program.				
All other terms, conditions, specifications, and pricing remain the same per Contractor and agency agreement, DTMB Central Procurement Services and State Administration Board approval on March 15, 2022.				



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 **1**
to
Contract Number **210000000195**

CONTRACTOR	GUD MARKETING, Inc.	STATE	Program Manager	Diane Brewer	TREA
	1223 Turner Street, Ste 100			517-241-2781	
	Lansing, MI 48906		Contract Administrator	BrewerD1@Michigan.gov	
	Zach Krieger			Sarah McKinley	DTMB
	517-853-3873			(517) 256-4237	
	krieger@gudmarketing.com			mckinleys4@michigan.gov	
	CV0036125				

CONTRACT SUMMARY				
MET MARKETING AND ADVERTISING SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
April 8, 2021	September 30, 2024	2 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
☐ P-Card		☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐	N/A	☐	N/A	September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,275,000.00	\$3,000,000.00		\$7,275,000.00	
DESCRIPTION				
Effective February 15, 2022, please note the following:				
1. This Contract is hereby increased by \$3,000,000.00 for the following Achieving a Better Life Experience (MiABLE) programs.				
2. The Contractor Project Manager is hereby updated to: Michelle Ntoko, Email: ntoko@gudmarketing.com; Phone: 517-853-3873.				
All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency Agreement, DTMB Central Procurement Services and State Administrative approval on February 15, 2022.				



Schedule A Statement of Work Contract Activities

Agreement to all requirements in Schedule A

Güd Marketing agrees to all the requirements in Schedule A.

PROJECT REQUEST

This is a Contract Change Request to amend the Contract (MA 210000000195) to cover marketing and advertising needs and programs department-wide for Treasury (beyond the MET program whose needs are covered in the original SOW of this Contract).

The fiscal year budget of Treasury's Office of Postsecondary Financial Planning's (OPFP) MiABLE program, is estimated to range between \$750,000.00 - \$1,000,000. There is no guarantee on what the budget amount will be until it is approved. The time period covered by this SOW will be from execution of its relevant Change Notice until the end of the base years of the Contract, September 30, 2024.

All other terms/conditions of the Contract remain unchanged.

BACKGROUND

MiABLE has 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 MiABLE programs. These activities should increase awareness of 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. MiABLE Program - OPFP

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:

MIABLE 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.

Explanation of eagerness, ability/capabilities to manage the services of this contract for increased programs for Treasury, and how you will be able to extend the same high level of customer service with this increase in programs

Response

GüD Marketing is a woman-owned, full-service, research-based integrated marketing agency that provides comprehensive marketing services to public agencies and government, national agencies and philanthropic organizations, and private sector companies that align with our mission to focus on communications and marketing that support the public good.

*We are stewards of the greater good; promoting **positive change** by strengthening, shaping and sharing stories that inspire action and engagement.*

Our dedication to this mission is demonstrated by our successful work on behalf of many state of Michigan governmental agencies:

- Michigan Department of Natural Resources
- Michigan Wildlife Council
- Michigan Department of Treasury
- Michigan Department of Education
- Michigan's Talent Investment Agency
- Michigan Department of Transportation
- Michigan Office of Retirement Services
- Michigan State Housing Development Authority
- Michigan State Police and the Michigan Office of Highway Safety Planning
- Michigan Department of Community Health

Our campaigns for these agencies have delivered exceptional results – such as increasing seat belt use from 83 percent to 98 percent and leading the nation to quadrupling affordable home loan volume. For every campaign, we deliver significant value for the money in paid media placements with substantial value-added placements negotiated as part of every media buy.

For example, our recent work for the Michigan Wildlife Council is a demonstration – or showcase – for our commitment to delivering exceptional results for our clients. In the relatively short time that the MWC campaign had been in market after it launched, we significantly exceeded our media goals. The goal was to reach 85 percent of the target audience nine times. We reached 95 percent of the target audience 17 times during the initial launch as a result of negotiating 53 percent added value as well as leveraging media partners for earned media that included 20 news articles, 15 TV interviews and 158 online mentions from top news providers such as Fox 2 Detroit, WOOD-TV Grand Rapids, the Detroit Free Press, The Detroit News and MLive.

Our company values are centered on excellence in all aspects of the agency-client relationship, including responsiveness to client needs, strategic solutions that drive client success and resource stewardship.

We are hard workers who respect our clients and strive to exceed their goals.

We actively manage workload and agency resources to ensure that all of our clients receive incomparable service and responsiveness.

- The MiABLE program will currently has a specific account manager assigned to manage day-to-day work and projects. We carefully monitor each account manager's load to make sure that all clients can be serviced appropriately.
- Similarly, we carefully manage all agency resources, and as our work and deliverables expand, so does the staff to support the work. Over the past year, as we have experienced some growth, we have added key staff members - most notably in the areas of public relations and creative services.
- We employ a full-time traffic manager who works closely with all account managers and creative staff to ensure that deadlines and deliverables are known and met. Our traffic manager also interfaces with all media to ensure that media deliverables and deadlines are met.
- Senior staff are involved in your work, and currently provide direction, guidance and quality assurance for the strategic and creative work we complete on behalf of these two programs.
- We employ a full-time production manager who plays a key role in quality assurance for the production of every deliverable.
- Agency principal Debbie Horak is involved and available to staff and clients 24/7 if needed.

For this Treasury marketing and advertising services contract, we will ensure an outstanding level of customer service by:

- Assigning a specific account manager to be responsible for all agency efforts on behalf of MiABLE.
- Continuing to use our proven agency systems for managing work and deliverables (agency management system, on-the-ground traffic management, quality assurance and active production management).
- Regularly checking in with each of the program managers to ensure that all needs are being met.

GüD Marketing is deeply committed to our state and believes that Michigan residents benefit from excellent communications that are efficiently and effectively deployed. We will work hard to ensure that

the goals and objectives of both programs are met or exceeded and that participation in the state's programs is increased.

We need to learn more about the details of the programs in order to make specific recommendations, but we have significant experience and background in communicating with the audiences that were identified in the RFP through our work on behalf of colleges and universities in Michigan, Michigan's workforce development and apprenticeship programs (our contract with Michigan's Talent Investment Agency) and our extensive work supporting Michigan's special education services.

A. Communications/Marketing:

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.

Response

GüD Marketing is pleased to submit this proposal to the Michigan Department of Treasury for marketing and advertising services. We are a woman-owned small business that specializes in social marketing and advertising that supports initiatives and programs that benefit the public good. We have extensive experience in developing and implementing marketing and advertising campaigns for local, state, regional and federal governmental agencies, including significant experience for the State of Michigan and with Michigan's 529 college savings plan, the Michigan Education Savings Program (MESP).

We are a full-service research- and strategy-based marketing firm. Developing marketing strategy is a foundational component of our agency's approach to all marketing and advertising.

Our typical approach to all marketing and communications efforts follows a very similar path:



The following steps outline how this approach applies to developing a marketing strategy.

Step 1: Launch. We know MiAble and we have been fortunate enough to have the opportunity to learn and build on your business and marketing goals, optimize objectives and continue to create long-term goals.

- We will continue to 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; and so on.
- We will continue to discuss timing requirements, milestones and deadlines.
- We will continue to 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.*

Step 2: Background and materials audit. Güd Marketing is well versed in all things MiAble and has a small team to continue to review any new important information, 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.*

Step 3: Secondary research/ Ongoing Intelligence:

Monthly campaign monitoring; recommendations to inform future messaging, campaign development and execution made in real time to MiAble Program Manager:

- Analyze website, social media, email, webinar and other digital media metrics
- Review sales data
- Review national and other research on savings
- Observe tactics/messages used by other states
- Analyze media consumption shifts and trends

DELIVERABLES:

- *Brief summary of findings emphasizing potential implications or action items for future campaigns and campaign strategy.*

Step 4: Optional primary research (if recommended by Güd Marketing and approved by MiABLE Program Manager. Güd Marketing will likely recommend primary research for 2021 campaign work. We believe we can gain significant knowledge and understanding by conducting 6-7 focus groups with key target audiences in different geographic areas. The Focus groups will be used to explore thoughts, beliefs and feelings more deeply to help craft campaign messaging and creative direction. We believe this type of primary research can be very helpful in understanding the knowledge and perceptions of the programs as well as the dynamics of decision-making.

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*
- *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.*

Step 5: Develop creative and strategy brief. Güd Marketing will consolidate and summarize all the findings in the 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 secondary and primary research that are critical to the development of marketing strategy for the campaign periods. Any new found 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 our team as it continues its work of developing impactful and efficient strategies for reaching the target audiences.*

Step 6: Develop marketing strategy per the brief. Güd Marketing will convene its core strategic team (director of strategy, creative director, director of content and social media, account manager) and other agency resources as necessary to develop any new or necessary recommended marketing strategies for each program for review by and approval of the program managers. Each marketing strategy 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
- 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
- Recommended strategies and tactics with accompanying calendar and budget
- High-level media recommendations
- Recommended metrics for campaign evaluation

Marketing strategy is led by our in-house research, planning and strategy group, and is developed with a strong foundation in research and fact-finding. In this case, it will be directed by Chelsea Maupin who has been the lead for all of our work with MiAble and has also been the lead on several equivalent campaigns including various enrollment campaigns. The team works collaboratively and independently in brainstorming and vetting ideas, which are ultimately evaluated and built into a strategy document for presentation, discussion, review and ultimate approval by each of the program managers. The work done in the Discovery and Insights phase (audit, secondary research and primary research) is then consolidated into the strategy brief provides the criteria by which the strategic ideas are assessed. The proposed strategy is routed through and reviewed by multiple people within the agency to assure it provides the best possible recommendations.

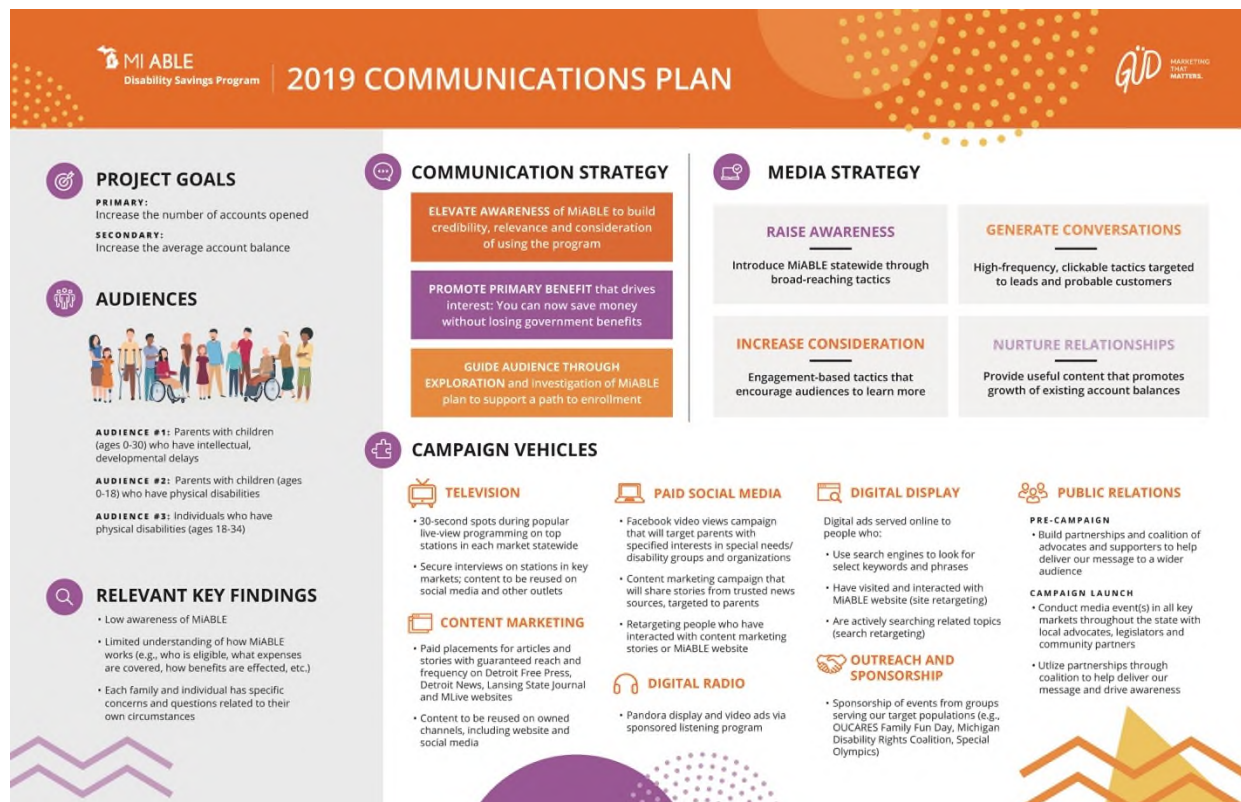
GüD Marketing has more than 20 years' experience in social marketing and behavior change – building strategic long- and short-term plans and campaigns that have delivered outstanding results, all of which began with a strong foundation of research-based messaging and strategy development. Central to our work is 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.

The benefit of this approach can be found on our website (GudMarketing.com) or we would be happy to discuss the proven results of work for other clients such as the Michigan Department of Education, Michigan Department of Treasury, Michigan State Police Office of Highway Safety Planning, Michigan State Housing Development Authority, Michigan Department of Treasury, Michigan Department of Natural Resources, and Michigan Department of Community Health among a number of others.

DELIVERABLE:

- *Marketing strategy document for each program that details GüD Marketing'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.*

Sample Campaign Strategy Overview Document: MiABLE Sample Plan Example



1. **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.**

Response

GüD Marketing is firmly committed to creating and implementing campaigns that make a difference and generate meaningful results for Treasury. For all of our clients, we measure both outputs and outcomes because both are important.

Outputs are typically the measurement of what the marketing/advertising achieves in terms of how well and how often members of the target audiences are reached by the campaign messages. Measuring outputs is very important because it provides an assessment of the efficiency of the campaign. We strive to implement very efficient (as well as effective) campaigns for all of our clients, but this is especially imperative for public agencies using public funds.

Outcomes are the meaningful business goals and objectives of each campaign and can be measured in a variety of ways, which will be discussed and determined collectively at the project launch meetings. We will engage in a collaborative discussion with each team to fully understand Treasury's objectives as they relate to each program. We will discuss and define desired business outcomes, numerical goals and specific time frames. We can facilitate a good discussion to drive goals, objectives, KPIs and metrics. We will want the whole team to understand each of the programs' biggest challenges to date – including category challenges – and specific program KPIs that are thought to be important by the program managers and their teams. We can look to an in-person KPI exercise with the teams as well as secondary research – both of Treasury programs and similar programs nationally. Additional information helpful to this process will be found in reputable sources such as trade associations and partner annual reports.

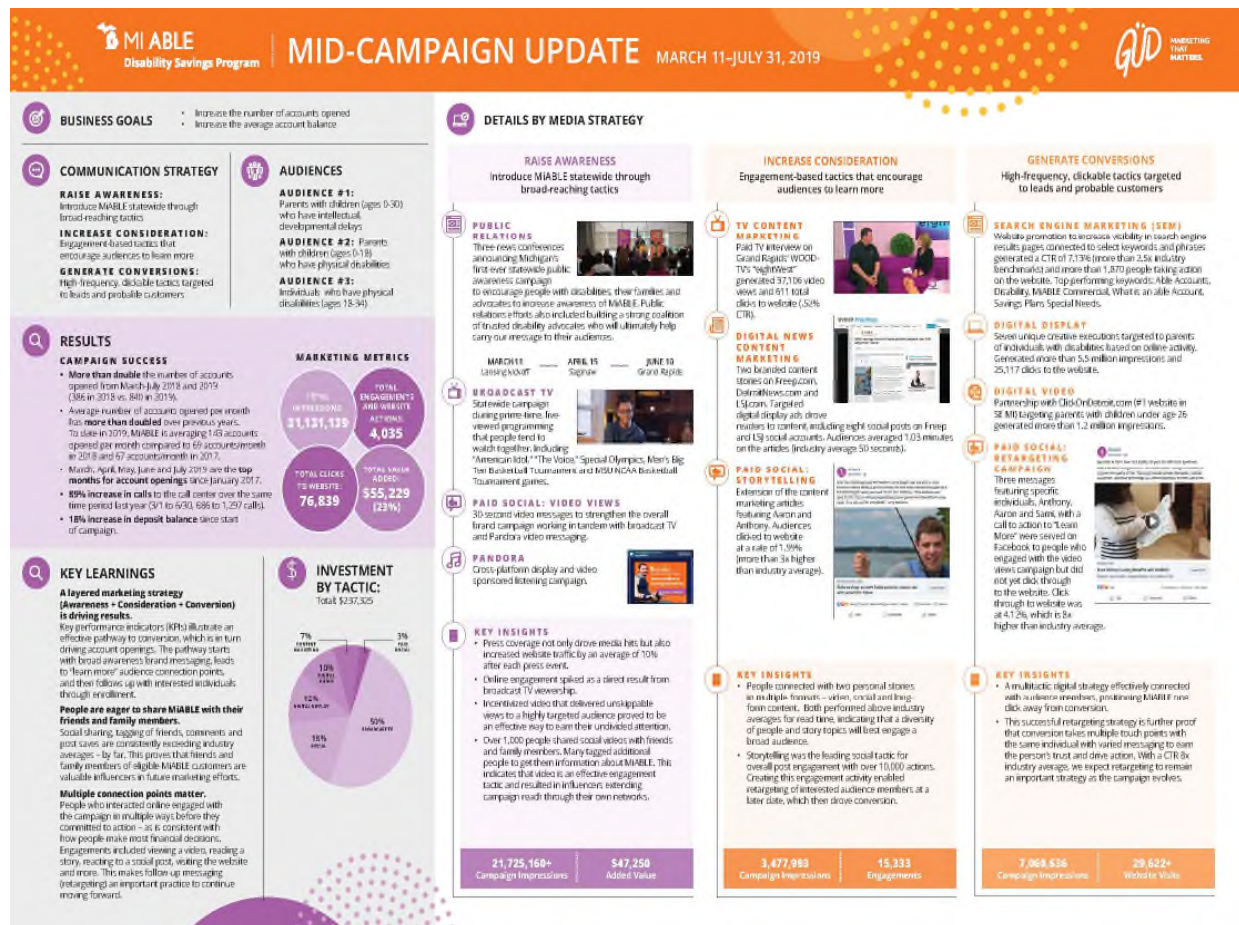
Metrics to track against campaign goals and objectives will come directly from the agreed-upon KPIs. Data available from Treasury – such as enrollments and applications – will also be instrumental in support of measuring the success of our campaigns, and we will agree to how and how often Treasury can share this information with GüD Marketing.

GüD Marketing and Treasury will collaborate on the best source of truth for the campaign. GüD Marketing will diligently track and report on measures of success identified as being able to be impacted by marketing efforts. Just as data available from Treasury are important to support the marketing campaign measures of success, it is also an important element to be able to fully give an accurate account of marketing measures. We have multiple methods for measuring the outputs of the campaign and have described some of those in the media section of this RFP. We can further elaborate on those metrics at the project launch or when discussing measurement.



Identifying what can be measured beyond traditional conversion events begins with the development of an accurate path-to-purchase model. GüD Marketing will incorporate a focus on the customer journey to help create this model as we are building the marketing strategy and plan, which may help Treasury identify any additional challenges and opportunities that are, as yet, unknown. This will also help both teams understand which steps can, and cannot, be directly impacted by marketing efforts.

These sample campaign completion reports show how we measure both outputs and outcomes and report these campaign metrics to our clients.



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.
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.

1.B.1 RESPONSE

GüD Marketing has deep and broad experience developing and executing highly targeted media plans for public and private sector clients and has successfully done so for many clients (Michigan Wildlife Council, Michigan Education Trust, Michigan Department of Education, Michigan Department of Natural Resources, Michigan's Talent Investment Agency, Michigan State Housing Development Authority, Michigan Homeowner Nonprofit Assistance Network, Michigan Office of Highway Safety Planning, Michigan Department of Treasury, Firstbank, Grand Rapids Interurban Transit Partnership, Capital Region International Airport, City of Grand Rapids and so on).

GüD Marketing offers you an experienced media director and access to the industry's top media and evaluation planning tools. Over the past five years, we have planned, scheduled, placed and reconciled a total of more than \$20 million in paid media, composed of both large and small media budgets.

In conjunction with the comprehensive plan outlining the major programs and initiatives for the year, GüD Marketing will present an annual media plan. This plan will detail how, where and when each targeted campaign will reach its target audience(s).

We will recommend, in detail, which media vehicles should be used, and in what proportion and priority, to reach our audience groups, once we identify and define them and their media habits.

Geographic priority and recommendations are data-driven. When the primary audience is determined solely by demographic information (age, gender, etc.), we research census data to determine population saturation. This information will be shared with the Treasury program managers alongside our recommendation for geographic priority. This is especially important for media vehicles that do not enable direct targeting such as broadcast TV, outdoor and radio. These powerful media vehicles can often result in demographic and geographic waste to a campaign if not strategically aligned with population density of a primary audience, as well as negotiated to offer a rating structure relevant to the

campaign goals. When the primary audience is more specific than straight demographic information (for example, psychographic – behaviors, beliefs, attitudes; behavioral – hobbies, habits, likes/dislikes), we layer not only census information, but also audience insights from the industry's leading media consumption resources to clearly identify strategic geographic goals.

As discussed in our approach to developing the marketing plan, our secondary and primary research steps enable us to learn a great deal about the target audience groups and also inform the media plan. This research helps us identify and understand underlying perceptions, thoughts, feelings and motivations of our target audiences, and gain insights into their media consumption habits.

We 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.**

A recent example of creative influencing the media plan is for The Rapid (Grand Rapids Interurban Transit Partnership). As creative assets were developed and launched, ongoing research showed that video tactics were performing best. Audiences were developing deep connections to the testimonial-style 30-second TV ads, pre-roll video and social posts, and then seeking out the corresponding long-form versions on the client website. This knowledge led us to reallocate funding previously dedicated to radio and outdoor to increase reach and frequency with media vehicles that use video.

It is worth noting that GÜD Marketing often explores potential media in greater depth and more extensive detail at the planning stage than some other agencies. We have found that engaging media partners more fully early in the process often leads to better ideas and more options for innovative ideas and partnerships throughout the negotiation. As a result, many of the steps we take during the planning process are also part of the buying process, particularly as they relate to the amount of detail we require of media partners during the planning process.

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.

AUDIENCE-SPECIFIC MEDIA RESEARCH. GÜD Marketing has access to the industry's leading audience insight and media consumption tools. While many agencies rely on a sole resource for audience data, GÜD Marketing believes a best practice is to 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 helps us 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 (e.g., an audience that indexes highly for organic food consumption would lead to a recommendation for billboard locations near organic food stores). In summary, there are more data available today than ever before, and new research and data resources become available nearly every day. We are well-practiced stewards of mining the best data available and then strategically applying it to the media plan.

INVOLVE MEDIA PARTNERS. GÜD Marketing will engage with media partners to determine the opportunities that best align with the marketing objectives. Media partners respond best when given the

opportunity to be included in the planning process. We share research and campaign objectives with each partner. Then we listen. This allows each media partner the opportunity to provide its most creative and comprehensive ideas to us. Once a partner is invested in the idea/plan, that partner is much more likely to give additional inventory, reduced costs, etc., to see that plan come to fruition. This approach also helps us stay connected and informed about the types of opportunities available in each market. As part of the media request, we require rating information from each vendor.

ASSESS MEDIA PROPOSALS. Güd Marketing 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.

- STRATA is used to efficiently manage broadcast TV, cable TV, newspaper, radio and digital platforms, including Pandora. This program collects, organizes and reports on all our past and current campaign experience. Data from our subscription to Nielsen uploads directly into STRATA, enabling us to compare actual ratings post-buy with projected ratings and negotiate additional media weight when applicable.
- SQAD provides spot TV, spot radio and Hispanic spot TV media cost data. The SQAD database ensures Güd Marketing 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 us budget and plan up to four quarters into the future. Our experience with SQAD is that it skews high in Michigan markets, so we therefore negotiate accordingly.
- 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.
- 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.

CREATE DIGITAL STRATEGY. Güd Marketing offers in-house digital strategists. Digital strategy starts with an audit of existing online platforms such as the campaign website, social media pages and search engine rankings. Next, we 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. This comprehensive analysis from our experienced team maximizes the efficiency and effectiveness of every dollar invested in paid media. KORTX is our outside partner of choice for digital advertising. We also have relationships with partners at Centro, Goodway Group and Valassis. Multiple partners enable us to negotiate the lowest possible CPM for paid digital campaigns.

DEVELOP COMPREHENSIVE MEDIA PLAN. After evaluating all the media, we develop a comprehensive plan that outlines our recommendations for media strategies, paid media budget per tactic, flight dates, target audiences, messages, message strategies and communication tactics to meet the stated objectives.

REVIEW AND APPROVAL BY TREASURY PROGRAM MANAGERS. Güd Marketing 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. We will adjust, iterate or refine the plan as necessary in order to secure these approvals.

UPDATE PLAN AS NEEDED. Güd Marketing will update the annual media plans throughout the year as necessary to reflect any changes that impact the plan. Güd Marketing 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 the campaigns 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.*

1.B.2. RESPONSE

Once the communication and media plan are approved, Güd Marketing proceeds to negotiate the details and place the buy.

General Background

Güd Marketing is accustomed to creating detailed media buys and reports that clearly show all elements requested in Section C, including paid media budget, target audience, flight dates, geographic distribution, total units, reach, frequency, impressions and GRPs, and providing in-depth evaluation. The best demonstration of our ability to meet this requirement is by showing an example, included at the conclusion of this question.

Each of the elements cited in the question serves a purpose in developing, evaluating and reporting on the media plan. In the case of these campaigns, we expect the following to be true:

- For known programs, **media budgets** for each campaign will be predetermined by the Treasury program managers, or we will work closely together to determine the appropriate media allocation of the overall budget. We will use the overall budget to determine the best mix of media for the plan. We show budget allocations to each media type as part of the overall plan. In the case of new or unanticipated programs, our vast experience in buying media throughout Michigan provides us with the background to be able to counsel the Treasury on appropriate budget levels to meet campaign objectives.
- As described throughout this proposal, the **target audience** identification and definition are crucial, foundational elements of the media plan and buy. All media proposals, including bonus and value added, are evaluated as to how well they reach the target audience.
- For known programs, **flight dates** are expected to be set in accordance with the Treasury's goals and any seasonality considerations. Where we have discretion, we can apply our 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 Treasury. We combine our understanding of the issues with our deep understanding of Michigan media markets to determine the best geographic mix for the media plan.

- The plan will detail our recommended use of **advertising units**. Selection of advertising units, like other campaign decisions, is a balance of affordability and effectiveness. For many traditional media, standard advertising units make the most sense (:15 or :30 television, :30 or :60 radio, standard-size banner ads and so on). However, there can be opportunities where nontraditional units make sense. For several recent campaigns that invite the audience to learn more or go deeper (such as the Michigan Wildlife Council or Build Up Michigan), we have successfully employed digital page takeovers and extended radio interviews. Other nontraditional units are abundant and, if their use is appropriate, they are incorporated into the plan and detailed accordingly.
- **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 nonmeasured markets, so that we, and Treasury, know exactly what we are buying in each market.
- On our end, **evaluation of the media schedule** begins the first day of the first flight. We 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. We collaborate daily among our 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 are developed.

A **recent example of midflight optimization** involves our Driving Change (bicycle and motorist safety education) campaign in Grand Rapids. This campaign launched with a high-impact two-week flight. Within the first few days of the campaign, messaging with strong direction sharing specific rules for motorists and cyclists was performing well above the industry average and the expectations for a new campaign launch. We therefore shifted the messaging from 50 percent general branding and 50 percent specific rules to 25 percent general branding and 75 percent specific rules. The campaign finished strong, exceeding online impression and online engagement goals.

Brief Step-by-Step Overview

The actions taken to negotiate and place the buy include the following:

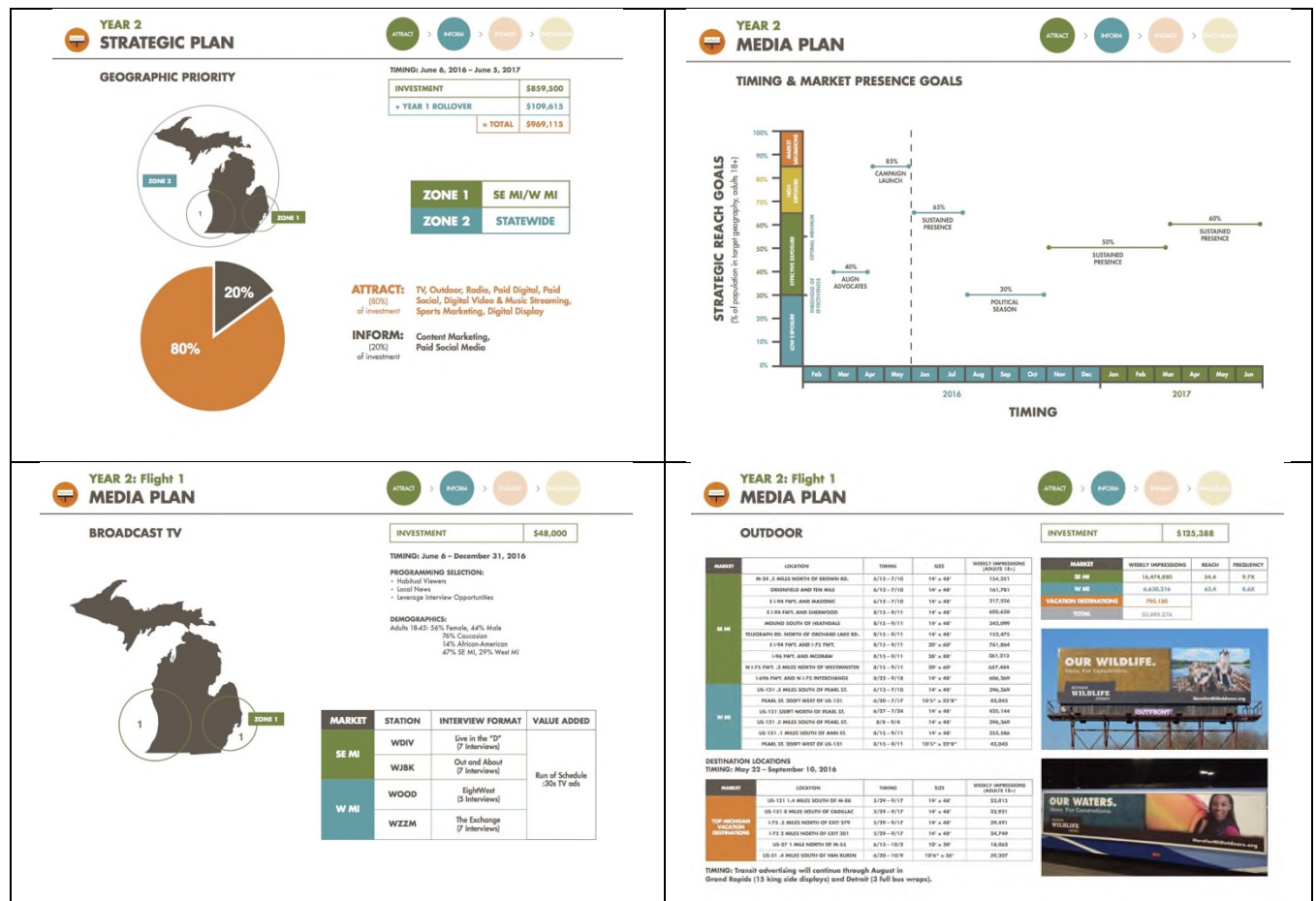
1. Contact each media partner to request specific schedules that support the approved plan.
2. Compare each schedule's rating points with third-party research such as SQAD, assessing CPP and CPM to ensure the most competitive buy possible. Our typical goal is at least 25 percent lower than SQAD.
3. Double-check and pay close attention to the audience, making sure that the final buy is completely aligned with our target audience groups.
4. Assess media weight relative to our goals, and determine the point of diminishing returns.
5. Cross-compare rates and inventory with other schedules that we have placed to make sure they are in line with other similar buys.
6. Once we have reached the final negotiated rate, we then negotiate additional innovative ideas for activation, based on proposals and brainstorming from early engagement of media partners, which allows us to develop value-added placements, bonus weight and activation opportunities that are not on the rate card.
7. 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.
8. After all final negotiations – for the core buy and the value-adds – have been completed and approved by the program managers, we will lock up the buy with media contracts, Güd Marketing insertion orders and Güd Marketing broadcast orders. This intense paper trail makes all expectations clear, outlining all paid and value-added media, and provides for accountability.

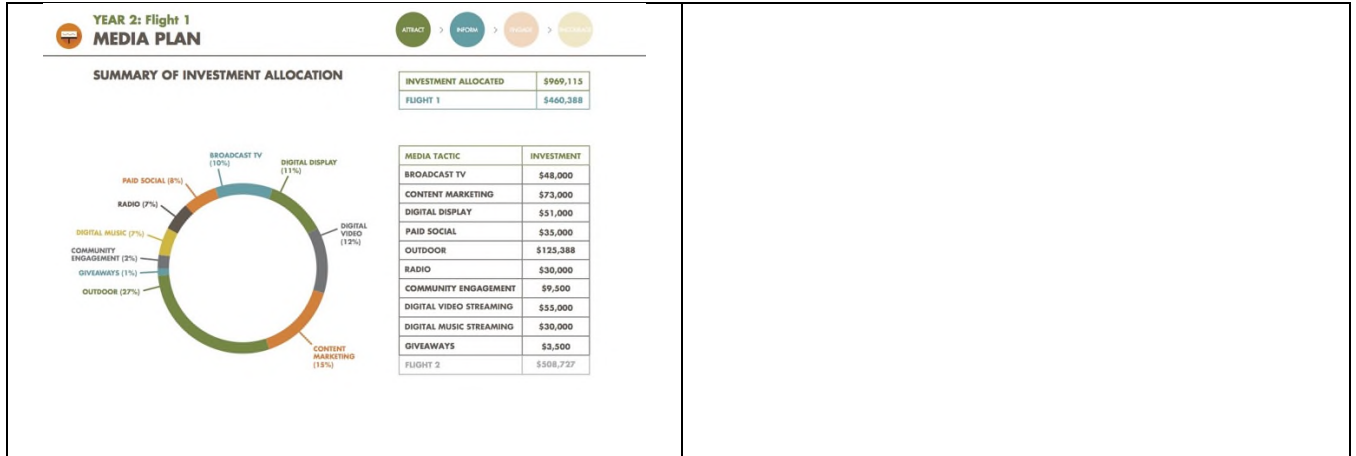
- Custom reports will be created for each flight of the plan to clearly communicate this detailed and important information. Maps, graphics and tables help organize the data to make it simple to quickly comprehend how all the different tactics work together to accomplish campaign goals.
- Any changes 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 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.

Note: The following sample shows a recent media plan for the Michigan Wildlife Council (MWC) based on its specific goals, objectives and target audience groups. The MWC budget year runs from June through May. This plan details the first flight, which ran from June through December 2016. These documents are reduced slightly to assist in packaging them into this proposal document. These are presentation documents that were submitted with the plan to the Council for its final approval.





3. The Contractor is also responsible for advertising placement and must:
 - a. Buy and negotiate radio, television, and cable airtime, 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.
 - 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.

1.B.3 (a. and b.) RESPONSE

As described above, we engage in deep negotiation for media placements throughout the duration of the media planning process for all aspects of the buy – the core, paid buy, matching and bonus spots, and other value-added placements.

During this process, media vendors are provided with final confirmation of target audience goals, reach and frequency/impression goals and the ultimate goals of the campaign, and asked to provide recommendations for media placements, promotions, inventory and budget.

- After a review of requests for proposal/inventory responses from qualified, reputable vendors, we negotiate with each vendor to obtain the best value (including discounts and bonus placements) and positions for our clients, with each individual vendor, and build a media schedule that meets the criteria agreed upon in the media plan. Our common practice is to conduct multiple rounds of back-and-forth negotiation.
- Once we have reached agreement with each media vendor, the buy is considered completed. Signed orders are dispatched to all vendors, and a detailed schedule is provided to the client, listing purchased stations, publications and websites with spot schedules/impressions, discount/bonus value and timing. With the signed orders, the buy is considered “placed.”
- After the buy is placed and while it is in market, we stay in close contact with vendors to ensure that schedules run as ordered. We review screenshots for web placements and tear sheets for print placements, and we listen to air checks for radio spots to validate that creative is running correctly.

Negotiation doesn't end when the buy is placed. Media performance is monitored throughout the buy, and we optimize as needed. Detailed media performance documents are provided to our clients at regular intervals.

- If we uncover any inconsistencies in quality, we negotiate restitution value above the original order.
- Our media director reviews 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, we 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.

GüD Marketing has strong relationships with media vendors and a deep knowledge of the unique media assets available in each market. As practiced stewards of public funds, we seek to attain value-added placements for nonprofit and public clients of at least 25 percent of the GRP goal in the proposed media buy.

The first type of added value we negotiate is additional inventory, similar in kind and quality to the core contract. We 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.

Once we are confident that we have attained a level of reach and frequency best suited to meet the campaign goals, we negotiate rates. We have experience negotiating up to 55 percent off submitted rates and 50–85 percent off additional inventory. For example, a college sports marketing team offered a press release backdrop sponsorship to our client for \$150,000 net per year for men's basketball, women's basketball and football. Our final contract was \$75,000 net for all university sports and sport-related conferences. We also negotiated the inclusion of a Repucom report (provided at the vendor's cost) to provide media evaluation of the effect on the client's brand.

Our final round of negotiation for added value 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, we will extend the value of the overall media plan by obtaining value-added placement in each asset available.

Once we are confident we've reached the absolute maximum value of each contract, GüD Marketing issues a signed order clearly documenting all added value. This contract guarantees 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, Treasury can expect GüD Marketing to truly optimize every element of the contract throughout the duration of each agreement. We stay in close contact with media partners to take advantage of opportunities in the marketplace. For example, our broadcast TV partners throughout the state offer us fire-sale opportunities for unsold inventory in highly rated TV programs for 30 percent of the original rate card (a 70 percent discount). Strong relationships in each market - and our ability to be responsive - enable us to pass these opportunities on to our clients. This could create an incredible added value for Treasury.

Once we have reached agreement on the specific added value for each contract, it is 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, we 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.

The complete list of existing relationships with media and other groups that can support added value and

bonus placements for Treasury is extremely comprehensive. As a marketing firm that has been continuously doing business and placing media in Michigan for 40 years, we have developed extensive contact and partner lists. The following listing provides information about our partners.

Broadcast TV: Individual contacts in each DMA at NBC, ABC, CBS and Fox. We also have a very close working relationship with the Michigan Association of Broadcasters (MAB) as well, and utilize it when appropriate for public service announcements and other public service messages; however, it is important to keep in mind that highly targeted media campaigns are much less likely to be appropriate for MAB. Informing the broader public with very general information or recently enacted legislation, however, could be an appropriate use of an MAB buy. CoxReps provides us with valuable market research and coordination of cross-market broadcast buys. A further complication is the likelihood that MAB inventory, particularly television, will be extremely limited in 2018.

Cable TV: We have deep ties with local reps of cable providers such as Comcast, Charter and WOW. We also have strong relationships at the network level such as Big Ten Network, ESPN and SEC Network. As with the MAB, we also work closely with the Michigan Cable Telecommunications Association (MCTA) and National Cable Communications in markets where investing in the network is the most efficient approach to reaching the marketplace. We often work with the MCTA to place high-value public service buys on behalf of our public and nonprofit clients.

Digital Video Streaming: New platforms offering alternative access options to traditional TV programming, versus cable and satellite services, are constantly emerging. These platforms offer the power of video with the added benefit of geo-targeting and demo-targeting capabilities. Güd Marketing follows media consumption trends closely and integrates new platforms into our media recommendations as needed. We have strong relationships and experience providing innovative ad programs with Hulu, Roku, Sling Television, Tubi TV, PlayStation Vue, Xbox One, Crackle, Pluto and even new video platforms on Spotify and Pandora – platforms traditionally thought of for audio only. One example of an innovative program we executed on Hulu is a currently active campaign for The Rapid, public transportation in Grand Rapids. The Rapid needs to reach nonriders to help them understand the benefits of public transportation. Güd Marketing developed a series of long-form (90-second) and short-form (30-second) videos to help tell powerful stories, and create an emotional connection between the viewer and The Rapid. We placed the 30-second videos on Hulu with a click-through option offering the next hour of Hulu programming ad-free if the viewer agreed to then watch the long-form (90-second) version of the video. This layered integration is earning longer view times and an opportunity to connect with audiences on a deeper level.

Radio: We have individual contacts at the station level and contacts at all major networks such as iHeart Media, Radio One, Townsquare Media, Westwood One, CBS Radio and Disney, as well as independently owned stations such as Macdonald Broadcasting. As with broadcast TV, the Michigan Association of Broadcasters can be a valuable radio partner under the right circumstances.

Digital Music Streaming: Similar to how digital video streaming complements traditional TV media, digital music streaming services have proven to be effective ways to reach audiences with audio once exclusively done through traditional radio. Güd Marketing works with the top two music-streaming services, Pandora and Spotify, as well as niche audio apps such as Spartan Sports Network. Execution on these platforms extends far beyond audio-only incorporating video, interactive digital and even silent video across all platforms (streaming, desktop, tablet and mobile). We recently ran a cross-platform video campaign on Pandora for McLaren Health that performed at 43 percent above the industry

average for engagement metrics.

Outdoor: We have strong relationships with many outdoor advertising providers ranging from large organizations, such as OUTFRONT Media (formerly CBS Outdoor), Adams and Lamar, to smaller shops, such as Crossroads Outdoor, Wolverine Sign Works and Skyline Outdoor Advertising. We also rely on Matrix Media for vinyl production costs, guaranteeing the most cost-competitive outdoor campaigns available. This broad range of partnerships allows us to offer many outdoor options from traditional and digital billboards to mobile billboards and side-street bulletins.

Digital Partners: GÜD Marketing employs in-house digital strategists who work directly with online advertising providers chosen as the best fit with each campaign's unique needs and goals. KORTX is our outside partner of choice for digital advertising, including web analytics, ad serving, strategy, web design, digital media buying, search engine marketing (SEM) and search engine optimization (SEO). We also have relationships with partners at Centro, Goodway Group and Valassis.

Minority Media Partners: GÜD Marketing has extensive experience reaching minority markets in Michigan. Some of our media partners include 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: We maintain 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. Some of our partners include Mahoney and Associates, The Idea People, individual artists and entrepreneurs.

Sports Marketing: We work closely with sports marketing management groups that offer advertising opportunities with a large number of teams. These partners include IMG College, Fox Sports College Properties, Learfield Sports, CBS Sports, Big Ten Conference and Professional Sports Publications. We also have close relationships at the team level throughout the state and country. Examples in the state of Michigan include the 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. At the high school level, we work directly with individual schools whenever possible and Slam Dunk Sports Marketing for additional opportunities.

Social partners: GÜD Marketing is part of the Google Partners Program, allowing us to work directly with Google experts on each of our client campaigns. The Google Partners Program allows GÜD to receive specialized trainings and certifications, access to special events, and the latest research and product updates as or before they are released.

GÜD Marketing's outreach and engagement director, Andrea Ness, was named a Google Engage All-Star for her outstanding performance in executing Google online ads, including AdWords, Google display and video advertising, for multiple clients in 2013. Out of roughly 14,000 companies in the program, Google selected only a relatively small number from around the world to come to Google headquarters in California to get more advanced training, one-on-one consultations, and a stronger level of expertise and proficiency in online strategies and tactics. Ness was the only Michigan professional selected to attend that year. She has since continued to share her knowledge with our GÜD team, allowing us to provide the most up-to-date options for our clients, backed by successful results.

Public TV and Radio: As a cause-marketing agency, we frequently help our clients gain sponsorships

on public TV and radio. These sponsorships take special knowledge and experience, as these media partners have strict underwriting guidelines. We work in partnership with 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 offer many options for our clients. We also work with Media Networks Inc., offering regional placement of print ads in top publications such as USA Today, People magazine, etc. Michigan Press Association (MPA) is a valuable partner for awareness campaigns broadly targeting the general population.

Using all the tools and skills at our disposal, we work relentlessly to extend clients' budgets in every way possible. Güd Marketing has strong relationships with media vendors and a vast knowledge of the unique media assets available in each market. We are experienced stewards of the greater good – having worked for multiple nonprofits and governmental agencies – and have a deep understanding of and respect for the elevated responsibility that comes with investing public funds in media.

The processes described above demonstrate the step-by-step processes we use for media planning, negotiating and buying. Following is a deeper explanation of the methods we use to ensure that we are bringing the best, most innovative and creative ideas regarding media to the program managers.

- The media planning, negotiating and buying process is led by our media director. However, the core strategic team is deeply involved along the way for brainstorming ideas and for vetting media ideas to ensure alignment with strategic goals of the campaign.
- Our media partners are accustomed to a starting point below their rate cards due to the nature of our work. Because of our experience and track record of success in crafting innovative media plans, media partners welcome our out-of-the-box ideas and are accustomed to implementing these plans with confidence that Güd Marketing offers the experience and skill to expertly execute.
- The first type of added value we negotiate is additional inventory, similar in kind and quality to the core contract. We 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.
- Once we are confident that we have attained a level of reach and frequency best suited to meet the campaign goals, we negotiate rates. We have experience negotiating up to 55 percent off submitted rates and 50–85 percent off additional inventory. For example, we recently negotiated a 300 percent increase in cable TV spots for Goldfish Swim School in Southeast Michigan by adding its campaign messaging to ABC TV's Holiday "taggables." The first 15 seconds of the message promote upcoming holiday programs on specific channels; the remaining 15 seconds of the message state "This programming made possible by Goldfish Swim Schools" and tout the holiday offer.
- Once we are confident we've reached the absolute maximum value of each contract, Güd Marketing issues a signed order clearly documenting all added value. This contract guarantees 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.

DELIVERABLE:

- *An approved media schedule and buy detailing placements and all metrics, including added value and bonus placements.*

1.B.3 RESPONSE (c. and d.) (monitoring and optimizing)

Media performance is monitored throughout the buy, and we optimize as needed. As digital tactics become more prevalent, this monitoring and optimization is increasingly critical to the success of the campaign. This is something we routinely do for all of our campaigns – not only to ensure that we are holding all media vendors accountable for the buys, but also to refine and improve the results of the campaign in real time – in order to drive the best possible outcomes for our clients.

Detailed media performance documents are provided to our clients at regular intervals.

- If we uncover any inconsistencies in quality, we negotiate restitution value above the original order.
- Our 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 our advertising periods, we 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.

We 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
- Influencers
- 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 are 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. Standardized items of measurement are not readily available for such tactics; however, these marketing strategies are an important part of a comprehensive marketing plan.

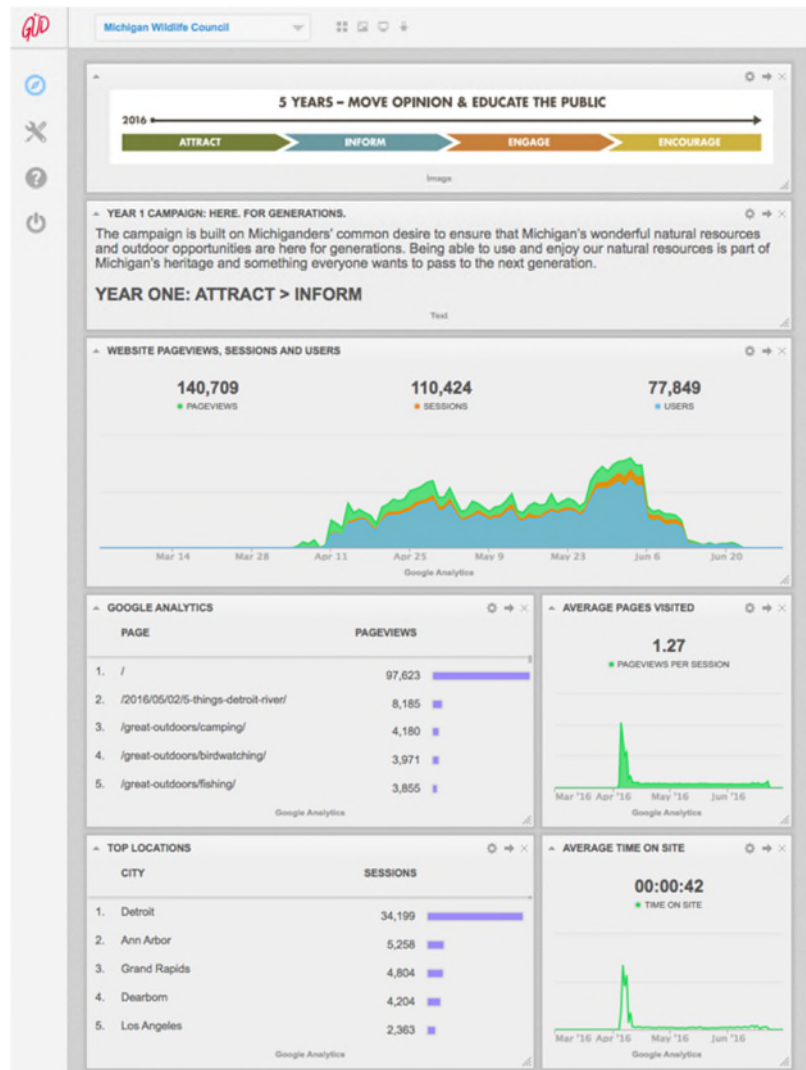
Treasury can expect GüD Marketing to truly optimize every element of the contract throughout the duration of each agreement. We stay in close contact with media partners to take advantage of opportunities in the marketplace. For example, our broadcast TV partners throughout the state offer us fire-sale opportunities for unsold inventory in highly rated TV programs for 30 percent of the original rate card (a 70 percent discount). Strong relationships in each market – and our ability to be responsive – enable us to pass these opportunities on to our clients. This would create an incredible added value for the Treasury.

A **recent example of midflight optimization** involves our Driving Change (bicycle and motorist safety education) campaign in Grand Rapids. This campaign launched with a high-impact two-week flight. Within the first few days of the campaign, messaging with strong direction sharing specific rules for motorists and cyclists was performing well above the industry average and the expectations for a new campaign launch. We therefore shifted the messaging from 50 percent general branding and 50 percent specific rules to 25 percent general branding and 75 percent specific rules. The campaign finished strong, exceeding online impression and online engagement goals.

1.B.3 RESPONSE (e.)

Throughout the duration of each contract, we stay in close contact with vendors to ensure that all deliverables are executed as ordered. Depending on the specific features of the buy, our verification may occur weekly, monthly or quarterly. Our media director reviews and approves required documentation as outlined below before authorizing payment. As responsible stewards of public funds, it is our practice to require detailed reporting and proof of performance with each media buy. This practice exceeds industry standards. We 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 (see sample dashboard below)
Social Media	Network insights, analytics reports (see examples below)



GüD Marketing's philosophy for make-good media weight requires that it exceed the value of the originally planned schedule. Timing is an important part of each media strategy, and it is our belief that when the strategic timing is interrupted due to under delivery on the part of a vendor, the client is owed even greater reach and frequency to compensate for the lost time/opportunity. Additionally, GüD Marketing uses 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. This philosophy ensures that the Treasury will receive maximum value for each media investment and innovative solutions in each make-good scenario.

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

1.B.3. RESPONSE (f.)

GüD Marketing has a broad variety of partners in traditional advertising (TV, radio, print and outdoor), emerging media, nontraditional advertising and public relations that provide us the opportunity to develop innovative ideas, maximize campaign exposure and negotiate the best rates for the benefit of each of our clients. These are but a few of the countless examples of innovation and partnerships that we have created and negotiated for our clients:

- For the **City of Grand Rapids and MDOT bicycle safety initiative**, GüD Marketing recommended and created an “advo-kit” for safety advocates who are likely to be engaged in the goals of the initiative. This allowed us to leverage partners in order to extend the creative campaign and enlist new partners in the effort. We provided materials for on-the-ground, face-to-face and digital/social outreach. Partners included the Greater Grand Rapids Bicycle Coalition, neighborhood associations, the Kent County Health Department and local universities. Materials in the kit were also developed in Spanish in order to reach members of West Michigan's large Hispanic population and were featured at the press conference launching the campaign, which generated considerable media interest and attention. In addition to traditional materials (for example, posters, FAQs, brochures, etc.), the kit included a flash drive with turnkey social media posts that the partners could use in their own social channels, spoke cards with the rules, and tchotchkes for motorists and bicyclists such as bike lights, water bottles and cupholder coasters.
- We aggressively negotiated 624 bonus cable spots in four statewide markets for the **Michigan State Housing Development Authority's “Save the Dream” campaign**. We also increased value by up to 10 times through public service buys with partners at the Michigan Cable Telecommunications Association and the Michigan Association of Broadcasters.



- Working with the **City of Grand Rapids Environmental Services Department**, we negotiated with the top provider of outdoor media to secure a 90 percent reach, 7X frequency campaign for the cost of vinyl production only. This resulted in an 80 percent savings off the initial rate for the client. This placement and innovative messaging gained earned media coverage from top local news sources, further extending campaign messaging. The overall results far exceeded the client's goals – not only based on marketing metrics but on campaign metrics to change behavior for how residents of Kent County properly dispose of their leaves and yard waste.
- Michigan Education Savings Program (MESP)** goals for value-added bonus were aimed at getting more information into the hands of potential customers, so we launched aggressive PR requests that resulted in 120 minutes per month of additional airtime messaging across statewide markets in television as well as newspaper mentions about MESP programs.
- Goldfish Swim School** is the fastest-growing chain of swim schools in the nation. The schools provide elite swim instruction intended to make children safer in and around the water. The Goldfish target market therefore is moms of children from birth to 12 years. Recognizing that pediatricians are among the key influencers for this audience, GÜD Marketing sought to establish partnerships with those physicians and with the broader health care community by creating a Health Care Coalition focused on swim safety. First, we collaborated with trusted authorities who also share an interest in reducing water-related incidents and improving water safety awareness, including the National Drowning Prevention Alliance, as well as county sheriff departments and health commissioners in areas relevant to each Goldfish Swim School location (e.g., Oakland County Sheriff's Office and Oakland County Health Division). Next, we created a co-branded water safety kit for distribution to hospitals and health care providers near each swim school. Items in the kit included a welcome letter, water safety tips posters to hang in exam rooms (see example attached), pens, notepads, stickers, information regarding how to request a swim safety presentation, social posts, email taglines and more. A distribution list was created to strategically identify priority health care providers, hospitals and pediatric offices. GÜD Marketing trained and guided brand advocates to go door-to-door at these locations and to secure the partnerships. As locations are secured and the partnerships grow, we facilitate ongoing communication to continually engage new partners and provide them with updated content and information. The result is an increased effort to address an important safety issue and increase brand affinity for Goldfish Swim School, separating it from an increasingly cluttered marketplace of competitors.



As mentioned above, we aggressively negotiated a 300 percent increase in cable TV spots for Goldfish Swim School. This was possible due to our unique knowledge of media assets and innovative approach to align our client's campaign messaging to station promos. Each station runs 15-second promos for holiday programming to inform viewers of when to watch their favorite shows of the season, such as "Rudolph the Red-Nosed Reindeer," "Home Alone," etc. Commercial breaks are structured to anticipate 30-second spots, leaving an additional 15 seconds of unfilled time if unsold in a particular market. Our knowledge of this process, and the savvy to have a 15-second version of our client's message on hand, made it possible to negotiate this space as an added value for two full months of programming.

- Campaign goals for the **Michigan Wildlife Council** require a sustained marketplace presence year-round in Michigan's two most costly media DMAs (Detroit and Grand Rapids/Kalamazoo). Broadcast television was identified as an essential tactic for the council's media mix; however, budget constraints presented a significant obstacle. GÜD Marketing worked with WDIV and WJBK in Detroit and WZZM and WOOD-TV in Grand Rapids/Kalamazoo to secure a content marketing strategy for the paid TV investment and aggressively negotiated 30-second spot placements as added value. Our reputation and track record of providing valuable content and interview candidates for each station's variety-type news show ("Live in the D" on WDIV, "Out and About" on WJBK, "The Exchange" on WZZM and "eightWest" on WOOD-TV) helped us secure a commitment for monthly interviews on each station. Typically, a paid media investment is required for a spot buy, and interviews may then be negotiated as added value for select organizations and causes. The reversal of this philosophy – minimal paid media investment for the interview opportunities and 30-second spots as added value – was the result of building trust with account managers at each station over many projects and many years. We were able to leverage our relationships and experience to secure this innovative approach and extend the client's budget efficiently and effectively.
- Peter Varga, CEO of **The Rapid (public transportation in Grand Rapids)**, set a goal to "make people fall in love with The Rapid." He challenged GÜD Marketing to help audiences, including riders and nonriders, see The Rapid in a new light and develop a deeper understanding of the many benefits public transportation provides to the entire community. It was essential to act prudently with this publicly funded media investment. This principle has historically steered The Rapid away from TV advertising; although television is highly effective in reaching broad audiences, The Rapid's staff had some concern about being criticized for spending public funds for television advertising. GÜD Marketing developed a unique partnership with WXMI Fox17 to leverage the power of TV in a prudent manner involving integration in news programming.

The innovative idea showed viewers the many places the bus can take them, and highlighted businesses and venues throughout the community by putting a reporter on the bus. We established biweekly four-minute segments titled "Thrifty Thursdays" to run over the course of seven months. We aggressively negotiated these segments at the same rate as a 30-second daytime spot. In addition to showing The Rapid in a new light, this opportunity also involves increasing affinity for The Rapid among the business community. The locations highlighted in each feature range from Uccello's Pizza to deals at Reblue Thrift Store. These businesses receive free publicity courtesy of The Rapid. All segments are posted online as well as on social media channels to extend reach and frequency, therefore extending the value of this paid media investment.

Though it may seem obvious, it is worth explicitly stating that bonus placements or value-added opportunities add value only if they are aligned with the strategic goals of the campaign and effectively reach the target audience. All value-added opportunities are negotiated and evaluated with this foremost on our minds.

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.

1.B.3. RESPONSE (g., h. and i.)

GüD Marketing agrees to assess all proposals that come to us for MiABLE media opportunities, to evaluate them in conjunction with the project goals and objectives, and to inform the appropriate program manager of the opportunity, and our recommendations and rationale. Additionally, GüD Marketing is committed to seeking out special and unique media placements and opportunities on behalf of Treasury. We are able to leverage our strong relationships with media vendors and track record of success as a responsive and engaged partner to receive a first look at emerging opportunities.

As previously described, seeking opportunities outside of traditional paid advertising to reach specific audiences is part of our core media buying process. We take the time to meet with media partners, community leaders, trending bloggers, etc., to strongly orient them to our client's goals and how this work will help the greater good. People, whether it be media partners or community influencers, are more willing to support and give more to causes they feel connected to and care about versus basic media they are ordered to place. There are hundreds of examples of how GüD Marketing has successfully extended campaign reach to specific audiences through this approach. One example includes introducing Whoodini the Owl (mascot for Michigan Education Trust) to MSU Hockey's then-Coach Tom Anastos, to position this college education savings program as a gift option to a group of parents and grandparents at a live radio broadcast just before the holidays (see photo below). Other examples include working with Detroit Moms Blog for a free Facebook post to warn 9,500-plus parents in Oakland County of the whooping cough outbreak on behalf of The Franny Strong Foundation; developing a swim safety poster co-branded with Goldfish Swim School to be displayed at pediatric offices throughout southeast Michigan, and getting messaging on buses throughout Grand Rapids to share safety tips for bicyclists as part of the Driving Change Bicycle Safety Public Education Campaign.



Free social post for The Franny Strong Foundation from Detroit Moms Blog



Live endorsement of MET (Michigan Education Trust) from MSU Hockey Coach Tom Anastos

- 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.

- 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.

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.

Response

Güd Marketing employs a full-time traffic manager (Nancy Metzger) and guarantees distribution and delivery by utilizing the following key processes and tools:

- Insertion orders are created and sent to each media vendor outlining the agreed-upon cost, deadlines and deliverables.
- Our traffic manager then works with the agency management software (Workamajig) and the creative and production teams to ensure accurate execution and delivery.
- Workamajig is a fully integrated web-based agency management system (formerly called Creative Manager Pro). Workamajig integrates all agency functions into a seamless system: client service and project management, accounting, creative management, production management, traffic and media.
- Güd Marketing 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."
- We 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.

1.D. RESPONSE (1-4)

One thing we have learned for certain in our 39 years in business: Exceptional creative does not require a large budget, and large budgets don't guarantee exceptional creative. While it's true that some production values can be upgraded with more money, we have decades of experience creating and producing highly effective, award-winning, breakthrough creative campaigns with modest budgets. The **key factors** that contribute to high-impact creative campaigns, regardless of budget, include:

- Clear, unambiguous **goals and objectives** for the campaign.
- **Understanding budget constraints at the launch.** (Though creative ideas are not budget-dependent, some creative executions are more complex and require higher levels of investment. Knowing the budget up front keeps 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 and so on.
- Relevant, reliable, **quality information.**
- **Exploratory research** that allows us to understand the issue completely from the target audience's perspective – their language, their biases and so on – in order 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.

Güd Marketing has won hundreds – possibly thousands – of awards recognizing creative excellence throughout its history from organizations such as:

- American Advertising Federation
- Public Relations Society of America
- American Public Transportation Association
- International Economic Development Council
- National Council of State Housing Agencies
- National Trust Main Street Center
- American Public Power Association
- Airports Council International – North America
- Society for Technical Communication
- International Television and Video Producers Association

Our expertise, however, is in developing not only impactful and award-winning creative solutions for clients, but **creative solutions that meet or exceed client goals and objectives.** We have a proven track record of providing exemplary creative strategy, unique concepts and dramatic executions that have demonstrated results for our clients.

Successful campaign creative emerges from a deep understanding of the point at which client goals and audience needs intersect. The most crucial feature of exceptional creative is its relevance and resonance with the target audience, which is informed by the Discovery and Insights phase of our process.

Our success, we believe, derives from our practice of rooting our creative development firmly in facts and research, just as we do for our strategy development. 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. Frankly, developing creative concepts is the most challenging – and most rewarding – step in creative development.

The **approach** to creative concepting is quite similar to the approach used for strategy development:

1. A creative brief is 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 program managers for review and approval before the creative teams are launched.
2. 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.
3. GÜD Marketing strongly recommends conducting exploratory focus groups during the Discovery and Insights phase, specifically to provide input to the process for creative concepting. There is no substitute for listening to representatives of the target audience talk directly about their thoughts, feelings, perceptions and motivations. Doing so is invaluable to message development and creative concept development.
4. Multiple creative teams (pairs that include some combination of creative director, account planner, copywriter and art director) work together to develop many ideas, which are presented and evaluated by the larger team.
5. Creative concepting is an iterative process and requires many rounds of development, review, new ideas, review, more new ideas and so on, 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.
6. We start with broad, high-level concepts that will work in any media and then adapt the approved concept to the appropriate media. In this case, once the broad concept direction is approved, we immediately apply it first to 30-second television and then to 30- and 60-second radio.
 - TV spot development begins with a treatment – an overall description of how the ad will flow, the tone of the ad, the general message and the general visuals.
 - Once the treatment is approved, we write a script that conforms precisely to the timing requirements.
 - We may develop storyboards in the form of illustrations displayed to help the program managers and their teams visualize the sequence of the TV spot.
 - Once the script and storyboards are approved, the production process begins in earnest. That process is addressed later in this proposal

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.*

GÜD Marketing can easily and simply refresh any existing ads and develop additional materials such as collateral, banners, posters, etc. The creative process described in the response above is essentially the same for the development of all creative products, although it would be abbreviated considerably for a simple refresh. The most important considerations in the development of creative products are the alignment of creative messaging and execution with the strategic goals and objectives of the campaign; the relevance of the creative messaging and execution to the target audiences; and the fidelity of the creative messaging and execution to the strategic plan.

Email design templates are regularly integrated into all other creative services that we perform for our clients. The design direction is informed by the creative brief and other materials. As a rule, we tend to favor simplicity in design – the use of good visuals and well-organized content. It is especially important that recipients not feel overwhelmed with information and that the flow of the content is easily accessible; that the reader knows where to look, where to start and where to finish in addition to the content being engaging and visually appealing. We will need to understand the system used by Treasury to deploy emails so that we can design these email templates to be compatible with your system parameters.



2015 ANNUAL REPORT: A RECORD-BREAKING YEAR



A Year for the Financial Record Books



The Community Development Trust racked up some impressive numbers in 2015, the most productive and profitable year in our 16-year history.

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Community Development Trust's strong 2015 financial performance is paying dividends – literally – for shareholders in 2016.

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[Public-Private Partnership Driving the Evolution of Affordable housing >](#)

[Path to Preserve Quality Affordable Housing in Rochester, NY >](#)

[Mission to Launch New Charter School Leading Platform >](#)

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.

1.D.9. RESPONSE

GüD Marketing develops, manages and executes social and new media campaigns for most of our clients, including the Capital Region International Airport; the City of Grand Rapids, including the Department of Environmental Services and Grand Rapids' largest-ever Bicycle Safety Education campaign; The Rapid (Grand Rapids Interurban Transit Partnership); the Michigan Wildlife Council; the Michigan Historical Museum; Goldfish Swim School; and the Michigan Department of Education Build Up preschool special education initiative.

Our process – and the considerations for developing social media and new media recommendations and strategies – includes:

- 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 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.).
- Conducting research audit of industry best practices online, current client 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 includes added digital elements to accompany our content, home page takeovers, hero ads and pre-roll placement.
- Implementing campaign, ongoing monitoring and optimization of campaign while in market.
- Based on client needs, Assisting in response to and engaging and/or training client teams on execution of implementation deliverables.
- Ongoing reporting throughout the campaign using an online dashboard that is updated in real time for clients, 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.

1.E. RESPONSE (1-9)

GüD Marketing has successfully completed wide-ranging television and radio production for social marketing and government clients over the course of our many years of experience. Television and radio have been integral components of many campaigns that we have developed for clients such as:

- Michigan Wildlife Council – agency of record for the council; currently in market with television and radio, which are featured in the case studies for this proposal.
- Treasury – conceived, developed, produced and trafficked television and radio spots for Michigan's tax amnesty program.
- Michigan Office of Highway Safety Planning – agency of record for 10 years; responsible for conceiving, developing, producing and trafficking television and radio spots as part of many campaigns focused on seat belt use, drunken driving, texting and driving, child safety, the introduction of new traffic safety laws, holiday safety and so on.
- Michigan State Housing Development Authority – agency of record for eight years; responsible for conceiving, developing, producing and trafficking television and radio spots supporting the Down Payment Assistance program.

- Michigan Homeowner Assistance Nonprofit – agency of record for five years; responsible for concepting, developing, producing and trafficking television and radio spots promoting foreclosure prevention resources in Michigan.
- Firstbank of Michigan – agency of record responsible for television and radio as part of comprehensive campaigns promoting the bank throughout Michigan. Concepted, developed, produced and trafficked television and radio spots as part of these campaigns.

Güd Marketing directs and manages all aspects of the production of approved concepts and scripts, including talent, music, crew, lighting, location and budget. We also have exceptional creative partners across Michigan for video and audio production, and we have preferred relationships with subcontractors who meet our quality standards, work ethic and fidelity to timing and budget. Our media partners are reputable vendors in all key markets across the state. They are true partners that offer a deep understanding of Michigan and a knowledge of and passion for statewide communication efforts.

Detailed steps for video and audio production include:

1. Brief – guides all execution, including budget parameters
 2. Kickoff meeting with the creative team
 3. Script development
 4. Specs developed and discussed with potential production partners to ensure that ideas/scripts can be achieved within budget
 5. Client review and approvals
 6. Production bids (at least three bids to ensure best pricing/value)
 7. Selection of production partner that is 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. Client review and approvals
 12. Production recording
 13. Postproduction edit
 14. Final client review and approval
 15. Distribution to media outlets
- Güd Marketing's creative director serves 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, we engage trusted subcontractors who meet our quality standards and work ethic.
 - For every step of the process, our clients are 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.
 - For broadcast deliverables (such as TV, video and radio), we require a final approved script before production begins.
 - We audition talent on screen and scout locations. We manage subcontractors to provide any other support necessary for success, including props, extras and so on.
 - Güd Marketing conducts a minimum of two rounds of edits for each video or audio spot, based on client feedback. We tightly manage the work in the editing studio to ensure that the process is timely and cost-effective.
 - Güd Marketing has established long-term relationships with talent agencies and individuals who

provide us with a variety of options for our voice talent needs. Once the creative team has identified the type of voice needed, we audition several voice talents and make a final selection. Our production manager negotiates the contract, requiring unlimited-use licensing, and then coordinates timing. GÜD Marketing's creative director is present for recording to ensure fidelity to creative vision and script.

- GÜD Marketing and, most notably, our creative director have established an extensive, experienced pool of talent, including talent agencies and individuals with modeling, acting, performing and voice recording experience. Our creative team and production manager work together to identify and retain the best talent based on the goals, objectives and budget of the project. Our production manager handles all necessary arrangements with talent, including timing and travel.
- For animation, GÜD Marketing works with several talented vendors who specialize in animation and animation editing. GÜD Marketing originates 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 our creative team.
- Music and sound effects add emotion, energy and realism, making the spot much more appealing. Copywriters often have music and sound effects already in mind as they concept a script, and all our scripts identify the intended audio components. Prior to production, we work closely with one of our production studio partners to identify the perfect theme or audio components needed to bring the concept fully to life. GÜD Marketing has created a number of long-form videos that required original music scoring, and we have relationships with several music houses and artists who provide original music.

Our creative director's background includes more than 20 years in sound design, as well as audio and video production, and he is extremely experienced in implementing and managing all types of video and audio projects.

GÜD Marketing can directly provide all digital video formats for broadcast and web, and has demonstrated experience in successful delivery of such files. All of the project and campaign work presented throughout the proposal, and particularly our examples of prior experience, showcases our capabilities for managing projects that require duplication and distribution. Our traffic manager, production manager and media director work together to ensure that all jobs have complete specifications on file, and deliver accordingly. Furthermore, GÜD Marketing works with several trusted vendors to provide nontraditional and legacy formats.

GÜD Marketing works closely with our production studio partners to execute our clients' duplication needs.

Our production manager coordinates the creation of "dubs" with the production studio and works with our media buyer to ship the dubs to each media outlet, based on the approved media schedule. (Typically, broadcast dubs are shipped as digital files.) GÜD maintains a master file of each TV and radio spot we produce.

GÜD Marketing guarantees distribution and delivery by utilizing the following key processes and tools:

- Insertion orders are created and sent to each media vendor outlining the agreed-upon cost, deadlines and deliverables.
- Our traffic manager then works with the agency management software (Workamajig) and the creative and production teams to ensure accurate execution and delivery.
- Workamajig is a fully integrated web-based agency management system (formerly called Creative

Manager Pro). Workamajig integrates all agency functions into a seamless system: client service and project management, accounting, creative management, production management, traffic and media.

- GÜD Marketing 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.”
- We 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.

1.E. RESPONSE (10-11)

GÜD Marketing has almost 40 years of experience in developing, creating and implementing a comprehensive list of marketing and campaign materials. Though the deliverables for traditional and new media are different in their form, the fundamental process for their development is similar. Once the concepts have been approved, we execute all creative elements accordingly. We have 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.

We 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.

For many of our clients, we develop and manage digital campaigns that incorporate placements in various digital media such as Hulu, Facebook, Pandora, YouTube, etc., as well as banner ads, page takeovers and native advertising. One great advantage of digital media placements is the ability to monitor and manage their performance daily to optimize creative placements that perform the best.

Our process for completing work incorporates the following steps, which are managed jointly by the designated account manager and our traffic manager. GÜD Marketing uses a specialized agency management software system (Workamajig) to help manage workflow and other agency functions.

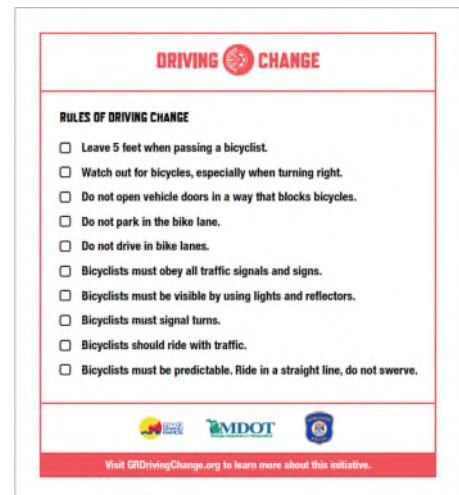
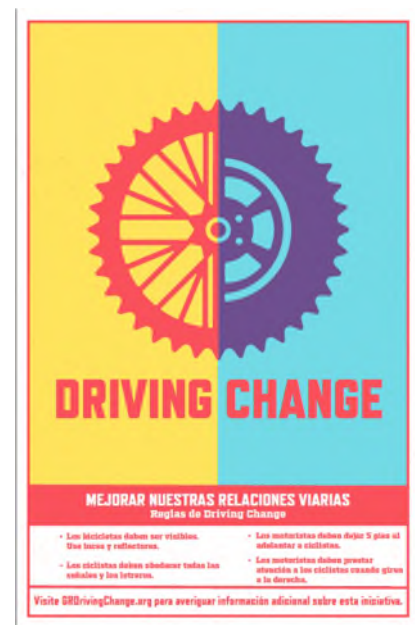
1. Once the plans and creative direction have been approved, the GÜD Marketing account manager finalizes the work plan so that all campaign deliverables are identified and scheduled. This final work plan and schedule are sent to the client and shared internally with the entire team.

2. GÜD Marketing's account manager launches the internal team based on the approved strategy and provides important guidelines to ensure that the team meets the deliverables.
3. Our 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.
4. As each creative deliverable is completed, it is routed through the appropriate staff within the agency to ensure fidelity to project goals, strategy, specifications, quality standards, production readiness and so on. For all web deliverables, we ensure Section 508 compliance when appropriate.
5. All creative deliverables are reviewed with the client for approval.
6. Requested changes are made and final deliverables are sent to the client for final approval. All creative is proofed and/or tested multiple times throughout the process, but it always undergoes a final proof as the last step.
7. Final approved deliverables are trafficked to the appropriate media or other specified sources for placement.

GÜD Marketing 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 involves the preparation of print-, fabrication- or web-ready files that reproduce seamlessly for our clients. To accomplish their tasks, this team works 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

Samples of Posters, Tear Pads, Outdoor for Grand Rapids Bicycle Safety Campaign (2016)



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.

E. 12 RESPONSE

Direct marketing includes traditional print and email messaging, but also extends to online and digital tactics, as well as social media platforms, which allows organizations to directly communicate with their consumers and prospective consumers on the consumers' platforms as well as in other media spaces. GÜD Marketing has been developing and managing direct marketing campaigns for 40 years, and has quickly adopted new technology and the availability of data to continuously improve and refine our ability to target and reach exactly the right audience efficiently.

Our general approach to direct mail services is similar to our general approach to everything that we do and follows a disciplined process:

- We use target audience definition identified during the early phases of the project launch and preliminary research
- We evaluate the audience information (for example, demographics, geography, psychographics, household buying patterns, life-stage triggers, etc.) to inform our selections of data for building direct mail lists. Data should 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
- We have many options for big data partners that give us the tools to explore nonlinear data to craft the most relevant messages and deploy them in the most effective form.
 - Data should include a minimum of the following variables:
 - Mobile Advertiser ID
 - Facebook App User ID
 - Twitter Usernames (no @)
 - Twitter User IDs
 - For example, Acxiom provides demographic data that is integrated with current consumer data, and also allows us to activate data across the whole marketing stack to engage members of the target audience across channels and devices.
- We then purchase the appropriate list in the appropriate form, for instance, traditional mailing lists, email lists, IP address lists, etc. Each platform chosen has a variety of parameters and guidelines for recognizing the data, so GÜD Marketing ensures that the data is placed across channels.
- Some lists can be integrated with existing Treasury lists (and de-duped) or used on their own.

- We deploy messages according to the approved media plan to the right lists using the appropriate vehicles (mail, email, social media, digital targeting and retargeting, etc.) or provide the list and the assets to Treasury for deployment if that is Treasury's preference.
- We 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. In all digital campaigns, we monitor results in real time and make refinements or changes to optimize performance.

Furthermore, GÜD Marketing has very recently subscribed to a new marketing automation software system that could be a valuable tool for direct marketing on behalf of Treasury. Once we jointly establish the goals and parameters for the direct marketing components of the campaign, we can evaluate the specifics of this tool relative to the process described above and determine which will better serve Treasury. This is a fully automated system, making it simple and easy to use and providing branching logic to engage leads at critical points in potential customers' unique buying journeys. Customizable buyer personas make targeted messaging easy.

Additionally, Treasury (via GÜD Marketing) can receive daily lists of leads or prospects that are ready for a follow-up action bringing them closer to conversion. It further has the capability to create dynamic 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. On the back end, there are also very robust and dynamic analytics that allow us 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.

RESPONSE

GÜD Marketing has extensive and significant experience with leading and conducting market research on behalf of our clients, including secondary research and analysis of existing data (such as PRIZM or data from past client-sponsored surveys or other data sources) as well as survey research of many different types; in-depth interviews, focus groups, mini-groups and so on. We often recommend research of some kind to our clients because research is such an important component in adhering to our standards of excellence and meeting client goals. In addition to our research and planning staff's in-house expertise, one of our principals served as research manager for General Motors, leading exploratory, product and advertising research studies, as well as the analysis of ongoing customer behavior and satisfaction surveys.

GÜD Marketing uses research information to inform all aspects of communications and marketing campaigns:

1. Strategy – often informed by secondary research and analysis of existing data

2. Messaging and creative concepts – most often primary research (focus groups) is ideal for these purposes
3. Media recommendations – informed by secondary sources such as PRIZM, Pew Research Center, SRDS, industry-specific sources and so on.

As mentioned earlier, our best and most successful work has been based on research.

- The **campaigns for the Office of Highway Safety Planning** that helped move Michigan to 98 percent seat belt use and the status of No. 1 in the nation were predicated on the combination of observation studies and survey research joined with exploratory focus groups with narrowly defined target audience groups.
- Our **Tax Amnesty campaign for the Michigan Department of Treasury** was based on research using frontline customer service representatives as surrogates for delinquent taxpayers (since the taxpayers would be unlikely to participate in research). It helped us develop a campaign that collected more than \$76 million in revenue and exceeded the client's expectations.
- Our **national award-winning affordable housing campaign for Michigan State Housing Development Authority** – The Down Payment Fairy – was developed based on exploratory research with first-time homebuyers to understand their dreams of homeownership, and some of the questions and barriers they had in their minds. Within one month's time, the campaign contributed to the quadrupling of MSHDA's loan volume.
- The **Michigan Wildlife Council campaign** – currently in market – was built on a solid and very sophisticated foundation of multiple rounds of research that included a baseline knowledge and attitudes survey that provided the basis for target audience definition, exploratory interviews and focus groups, and creative concept testing through a survey technique called "Max Diff" combined with focus group feedback.

Additional clients for whom we have conducted significant research efforts include the following, among many others:

- Michigan Department of Natural Resources
- Capital Region International Airport
- W.K. Kellogg Foundation
- Michigan Department of Education
- Michigan Department of Transportation and Grand Rapids Bicycle Coalition
- Michigan Office of Retirement Services
- Grand Rapids Interurban Transit Partnership

Secondary research, for instance the analysis of existing databases such as Nielsen or PRIZM or the online audit and analysis we routinely conduct using Meltwater, is always part of our development process and is automatically built into our approach, as noted earlier in the proposal.

As alluded to in the previous question, primary research is often recommended but typically requires more dialogue – and sometimes negotiation – with the client to gain budgetary support for and approval of this important step.

If the Treasury program managers have already determined that primary research is important, GÜD Marketing would begin the research process at the launch meeting. If not, GÜD Marketing will make a determination during the audit and secondary research steps of our process and present a recommendation for research. Our approach to research includes the following steps:

STEP 1: DEFINE THE RESEARCH IN DETAIL. The first step in the research process will build out the initial plan in more detail. We would work through the following issues/questions and make recommendations with Treasury checkpoints and approvals along the way.

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 2: IDENTIFY A FIELD PARTNER. GÜD Marketing will work with a partner who actually fields the research. We 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 – survey coding, respondent recruitment, data cleaning and tabulation, and so on. GÜD Marketing has successfully worked with many different research firms throughout the state and will employ a competitive bidding process to determine the right partner for any primary research.

STEP 3: DEVELOP AND APPROVE RESPONDENT SCREENERS that determine who qualifies to complete the survey or participate in the interviews/focus groups.

STEP 4: DEVELOP THE QUESTIONNAIRE (SURVEY) OR MODERATOR GUIDE (FOCUS GROUPS). Construct the questions and the flow of the survey or discussion.

STEP 5 (SURVEY ONLY): PROGRAM THE SURVEY. Once the questionnaire is developed, our field partner works to program it into the system, accounting for the proper ordering of questions and skip patterns as needed.

STEP 6 (SURVEY ONLY): PRETEST THE SURVEY. The survey is pretested by representatives from GÜD Marketing, the research-fielding firm, representatives from Treasury and so on to ensure that the questions are programmed correctly and in the correct order. We like to pretest the survey with people who have no experience with it to ensure that it is well understood and easily completed.

STEP 7: EXECUTE THE RESEARCH. At this step, the research goes into the field for the data collection.

- In the case of a survey, it will be deployed to respondents who satisfy the screening criteria. We will track completions daily, both in terms of total completes and to ensure that we are satisfying any sample quotas for specific groups we want to have represented. We will stay in the field as long as needed to obtain a good-quality sample of adequate size to analyze.
- 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 specific time. Typically, group discussions are held at a specialized facility that allows for viewing by client and agency 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.

STEP 8: ANALYZE THE RESULTS AND REPORT THE FINDINGS. Güd Marketing will conduct a thorough analysis of the research findings with special attention to the conclusions and implications that will inform the campaign.

- In the case of a survey, the data are cleaned first and then tabulated for review.
- In the case of focus groups or interviews, key findings are 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.

RESPONSE

Güd Marketing routinely integrates public relations strategies and tactics into awareness campaigns to provide for the greatest possible impact on our clients' target audiences and campaign goals. As we understand these campaigns, we agree that public relations can play a significant role in raising awareness of these important programs. The actual public relations strategies and tactics that we recommend will be developed as part of the planning process and determined by the target audience definition.

As agency of record for multiple clients, including many state and local governmental agencies, we have successfully managed a large number of press events, including full-blown press conferences with Michigan's governor, treasurer or dignitaries representing the federal government (for example, former HUD Secretary Shaun Donovan).

Güd Marketing has handled many events – from small press announcements to full-scale multiple-day conferences with hundreds of attendees – for a number of our clients. Our activities range from developing concepts for attention-getting, newsworthy ideas or themes to providing behind-the-scenes support and full leadership on all aspects of the events. Factors that are most crucial to the success of event planning and implementation include experienced staff who can, frankly, anticipate what can go wrong, and adherence to a series of checklists that ensure all the details are being attended to properly, on time and within budget. Event planning and implementation are exercises in the flawless management of countless details.

For instance, very recently (leading up to a large event on January 31, 2018), Güd Marketing worked closely with the Michigan Department of Natural Resources and the Office of the Governor to develop and launch the Block Asian Carp public education campaign. It is designed to promote awareness of the benefits provided by the U.S. Army Corps of Engineers' Tentatively Selected Plan, which offers a combination of solutions to reduce the risk of invasive carp from entering the Great Lakes at the Brandon Road Lock & Dam in Joliet, Illinois. Our work consisted of:

- Developed all branding, all materials, all press materials, signage, etc., for the initiative and the event
- Developed all messaging and creative materials for the multistate campaign (10 unique landing pages with specific messaging) including targeted messaging for digital and social
- Handled all logistics for the press conference held January 31, 2018, with over 100 in attendance

- Developed press materials for media outreach
- Generated over 350 news articles in national U.S. and Canadian media
- Worked closely with the Office of the Governor to meet very tight deadlines and quick turnaround times because of the Governor's discussions with officials from the other seven states and two Canadian provinces involved in the initiative
- Managing a digital letter writing and Twitter campaign to reach elected officials in multiple states, generating over 1,200 letters in less than two days
- Managing an associated paid media (digital and paid social) campaign in three DMAs in two states (IL and IN), but are ready to deploy in all eight Great Lakes states and two Canadian provinces, while monitoring and optimizing placement and messaging daily
- Providing weekly updates to the Office of the Governor and the Department of Natural Resources



Other successful large-scale events that we have managed through all aspects – including event theme; materials; facilities and logistics; agenda; speakers; transportation; media and public relations; setup through teardown; materials, and post-event evaluation and follow-up – include:

- United Dairy Industry of Michigan Refuel campaign, for which GÜD Marketing developed and implemented multiple fitness expo and race-day events across the state promoting the benefits of chocolate milk as a sports recovery drink, exposing the message to more than 250,000 athletes,

distributing more than 45,000 bottles of milk and growing social media fans by more than 1,000. Our responsibilities included:

- Developing event plan
- Securing locations
- Developing event look, theme and materials
- Coordinating press and PR materials
- Coordinating paid media support materials
- Developing two booth designs, materials and packaging solutions for touring event
- Developing and coordinating event staffing in various locations throughout the state
- Identifying, coordinating and securing outside materials in regional locations as well as milk purchase, ice, staffing, vehicle and shipping options
- On-site social coordination and posting
- Storage of client materials



- W.K. Kellogg Foundation 75th Anniversary celebration and two-day seminar, which was attended by more than 500 participants – double the number expected – to celebrate WKKF's and Michigan's commitment to universal recreation for people of all abilities.

- Three annual W.K. Kellogg Foundation legislative luncheons to which Michigan legislators were invited for the purpose of meeting WKKF leadership and program managers in order to better understand specific metrics about the well-being of people in the legislators' districts.
- Early Childhood Investment Corporation's Day at the Capitol, to which representatives of local Great Start early education centers traveled from across the state in order to inform and educate the legislature about the importance of early education and its funding.
- TIAA-CREF's Celebration of National College Savings Month, which was held at Michigan's Capitol annually for many years. Our planning included development and implementation of creative media "hooks," such as tying a graduation tassel around the Capitol and flying a piggy bank hot-air balloon over the Capitol lawn.
- Impact System of Care's Annual Report to the Community (annually for a five-year initiative), for which we developed the agenda, handled all logistics, gained media coverage and orchestrated presentations by multiple representatives of the initiative (teens, parents, providers and other stakeholders).

Recent smaller events include:

- Michigan Office of Retirement Services internal launch of its new brand to the staff prior to unveiling and rolling it out publicly. For this event, GÜD Marketing provided not only the new brand via a thorough brand development process, but also the logistics and support for the event itself, including:
 - Theme design
 - Securing venue and developing room layout
 - Preparing a video presentation
 - Preparing speakers' talking points and a PowerPoint presentation
 - Coordinating food/refreshments
 - Setup and teardown
 - Coordinating staff giveaway options
 - Coordinating employee "survey" and custom art piece developed from employee feedback



- Mid-Michigan Honor Flight event at the Capital Region International Airport, which provided a rousing send-off for 62 U.S. military veterans from throughout the state when they flew to

Washington, D.C., on a special trip to honor them and provide them the opportunity to visit their service memorials. For this important event, GÜD Marketing was responsible for:

- Coordinating press stories and public relations activities
- Developing venue layout and materials
- Coordinating attendee gifts
- Coordinating food/refreshments
- Planning and implementing all social media before, during and after the event
- Providing ancillary photography and video
- Venue setup and teardown

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

Original Contract Terms apply.

1.2. CONTRACT ACTIVITIES THAT WILL INCLUDE IT RELATED SERVICES

Original Contract Terms apply

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.

The Contractor must indicate if this section will remain unchanged from the original Contract or whether there will be a new staff assigned for this SOW, including Name, Phone and email address of Contractor Representative:

Response

GÜD Marketing assigns Zack Krieger as the Contractor Representative:

Zack Krieger, Client Service Director
989-598-5841
krieger@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.

The Contractor must indicate if the assigned Key Personnel will remain unchanged for this SOW. All Key Personnel replacements must meet the minimum requirements as identified in the original Contract.

Please indicate the following for each Key Personnel position identified in the original Contract:

- 1. Name**
- 2. Status of “same” for same as original contract or “new” for new assignment for this SOW.**
- 3. Position/Role they will be fulfilling.**
- 4. Chronological Resume if they are a new assignment for this SOW.**

Response

GüD Marketing agrees that the key personnel listed in the table below will be specifically assigned to the account, will be knowledgeable on the contractual requirements, and will respond to Treasury inquiries within 24 hours.

Following is a table of Key Personnel and their roles and responsibilities as they relate to the Contract. Please note that these Key Personnel meet the requirements stated above in 3.3. There are several other staff members who will be assigned to perform work on behalf of Treasury, under the direction of the Key Personnel listed below. Their positions are noted on the organizational chart. Resumes are included for all newly assigned key personnel in the response to 3.3 below.

Name	New or Same Status	Title	Detailed Roles and Responsibilities	Physical Location	FT or PT	Years in Current Classification	Length of Employment with GüD Marketing
Manny Garcia <i>8 years industry experience</i>	New	Account Manager	- Primary day-to-day interface between Treasury and GüD Marketing - Develop yearly marketing plans/ recommendations - Lead project manager, supervising all Treasury projects and aligning agency resources to meet client needs - Develop and give presentations and reports as needed by Treasury and described in this proposal	Lansing, MI	FT	8	1
Amy Bond-Nelson Moore <i>24 years industry experience</i>	Same	Creative Director	- Leads the creation of multimedia campaign concepts - Work on all MiABLE campaigns and projects from ideation through execution - Oversee all implementation of multi-media and cross-channel tactics - Serve as liaison between Ms. Knuckman and the creative team	Lansing, MI	FT	24	4
Nathan Pilon <i>23 years industry experience</i>	New	Public Relations and Content Specialist	- Implement PR strategies - Write and copyedit content - Provide outreach to reporters, bloggers and so on to gain positive coverage of the MiABLE. - Implement PR strategies - Write and copyedit content	Lansing, MI	FT	22	1

			• Provide outreach to reporters, bloggers and so on to gain positive coverage of the MiABLE • Lend category expertise to the team, gained by working on behalf of MESP for 4 years • Lead strategist for PR and content management • Foster relationships and partnerships with key members of the media • Engage with key business leaders, public officials, opinion leaders, policymakers and journalists • Develop and execute public relations plans and efforts, including crisis management if ever necessary • Write releases, advisories, talking points, stories, scripts, articles, website content, etc. •				
Chelsea Maupin <i>10 years industry experience</i>	Same	Lead Strategist and research	• Lead strategic planning, branding development and research efforts for Treasury • Provide strategic guidance and direction gained by serving as lead account manager for MESP/TIAA-CREF account for more than 10 years • Collaborate with account manager to translate client business objectives into marketing strategies and oversee campaign formation • Provide implementation and program evaluation to ensure delivery of business and communications goals • Focus group moderator • Bring her 20 years in marketing and branding to strategic and campaign development for Treasury • First backup to Manny Garcia • Coordinate all market research efforts • Provide secondary research and background information • Generate market research analysis, reports of findings and executive summaries – including recommendations – for all research efforts • Provide tracking, monitoring and analytics of communications tools	Lansing, MI	FT	8	9
Sara Williams <i>12 years industry experience</i>	New	Media Director	• Develop and execute paid media strategies, plans and schedules • Negotiate rates and places media buys • Conduct post-buy analysis and prepare extensive media reports • Research and identify target audience lifestyle, including media consumption habits and preferences • Evaluate all media contracts, including pricing, deliverables, reputation, invoicing and performance	Lansing, MI	FT	12	3
Tim Dilts <i>10 years industry experience</i>	New	Owned Content Director	• Lead the agency's social media and content marketing efforts on behalf of all clients • 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	Lansing, MI	FT	1	1

			alignment and are properly leveraged for maximum effectiveness • Develop social and content strategies, calendars and implementation schedules • Write, edit and approve social and content marketing copy internally before releasing for client approval • Oversee the management and implementation of social and content marketing calendars and schedules				
Debbie Horak <i>29 years industry experience</i>	Same	Firm Principal	• Agency owner – ultimately responsible for the agency's performance • Assist with high level of customer service and delivery of all services	Lansing, MI	FT	17	29

Manny Garcia
Senior Account Manager
Professional Experience

Garcia is a seasoned account manager with extensive experience offering strategic direction to well-known international consumer brands and governmental agencies. At GüD Marketing, he applies his formidable organizational and interpersonal skills toward facilitating seamless client-agency communications and keeping multiple projects on time and on budget. He handles day-to-day work with several clients and is experienced in managing campaigns and complex projects for government, nonprofit and private sector clients. He also is able to plan and manage multiple suppliers and client groups simultaneously. Garcia is a skilled project manager with a background in project management. He fluently communicates client needs to agency teams, and is well versed in all areas of web-based digital media, including site development, social media and online and mobile interactive applications.

November 2020 to present: Account Manager, GüD Marketing

As account manager, Garcia leads client relationship to ensure the best results for his client. He is the day-to-day interface between the agency and client and is responsible for managing internal resources throughout the project, including research and planning, creative development, production and media.

2019 to November 2020: Account Executive, InVerve Marketing and Web

Managed development of packaging projects for Kellogg's Frozen Foods and Pop-Tarts, including coordinating strategic planning, creative development, budgets and execution, ensuring activities were carried out in accordance with objectives and timelines. Also served as team lead on major redesign and rebranding of MorningStar Farms portfolio from proposal through pre-media and execution, managing project deliverables against firm budget and production timelines.

2018-2019: Regional Manager, PK Companies

Managed all activities for software development program, working with state governmental agencies' grant management programs. Developed project planning documentation, including schedules, requirements, resource management, communication and change management plans for the State of Washington Department of Ecology's grant and loan management system (EAGL), and Oklahoma's statewide OK Grants systems.

2013-2018: Account Executive, M3 Group

Managed the Kellogg's account, including developing briefs and evaluating creative concepts against program objectives. Communicated across multiple disciplines within Kellogg's organization as well as outside partner agencies to obtain and manage changing requirements and timelines throughout project lifecycle.

2012-2013: Beal Properties, Multisite Property Manager

Held various positions, including digital account supervisor/project management supervisor, for chevy.com, which included leading development of dynamic consumer websites (microsites) for Chevrolet Silverado and Camaro and Cruze reveals; account supervisor for Chevrolet CRM/Trucks and



Owner Communications; senior account executive for Chevrolet National Advertising/SUVs, responsible for all national messaging and projects, including TV, radio, print, digital and promotional activities

2007-2012: Property/Zone Manager, DTN Management Co

Managed coordination of projects from kickoff through completion and delivery for Chrysler and Jeep International account

EDUCATION AND TRAINING

BA, International Studies, Michigan State University

PROFESSIONAL MEMBERSHIPS

Lansing Regional Chamber of Commerce Ambassador Committee

Amy Bond-Nelson Moore

PROFESSIONAL EXPERIENCE

August 2017– Present:

Creative Director, Güd Marketing

Moore leads the creation of multi-media campaign concepts and oversees the implementation of multi-media and cross-channel tactics. For 20 years Moore has produced and directed innovative and award-winning work in sectors that include early education, higher education, food and nutrition, place making, public transportation, sexual assault prevention, healthcare, agriculture and the environment. As Associate Creative Director, Moore works on campaigns and projects from ideation through execution. With a focus on advocating for industry-leading creative work, Moore serves as a liaison between account and creative teams.

2015 – 2017:

Owner, Bond Creative

As owner of Bond Creative Moore handled the day-to-day oversight and management of all aspects of the business, including client relations, business development, creative development and creative execution. Bond Creative focused on branding, print and digital work in the sectors of environmental policy, sustainable agriculture, healthcare and social justice issues. Additionally, Moore led projects based in employee coaching/mentoring, communications planning and group facilitation.

2006 – 2015:

Owner and Creative Director, Redhead Design Studio

As owner and Creative Director at Redhead Design Studio, Moore led growth of the business from a one-person shop to a 10-person studio, increasing profits, reputation and caliber of work exponentially. Moore led the creation of award-winning multi-media campaigns, broad-based custom-built websites, mobile applications, long-form publications and more. Clients included the United Way for Southeastern Michigan, Sparrow Health System, Gift of Life Michigan, the Michigan League of Conservation Voters, the United Dairy Industry of Michigan, multiple clients within Michigan State University and many more. Additionally, Moore worked directly with clients as account executive and project manager, overseeing client relations and project organization.

1997 – 2006:

Art Director, Güd Marketing (formerly Pace & Partners)

As Art Director at Güd Marketing Moore aided in the creation of campaign concepts and facilitated the execution of tactics from start to finish. Work included websites, long- and short-form print collateral, logos and brand creation, broadcast concepts, outdoor, print advertising and more. Clients included Ferris State University, Early On Michigan, W.K. Kellogg Foundation, Lansing Board of Water & Light, Summit Bank, Capital Area Transportation Authority and more.

ADDITIONAL EXPERIENCE

Adjunct Faculty, College of Art, Art History + Design at Michigan State University

Board Member and Communications Chair, Fenner Conservancy

Board Member, Mid-Michigan Creative Alliance

EDUCATION AND TRAINING

- B.F.A., Studio Art, Michigan State University

PROFESSIONAL RECOGNITION AND AWARDS

Moore's work has been recognized with dozens of awards via the American Advertising Federation ADDY Awards, Public Relations Society of America Awards, MarCom and Communicator.

Nathan Pilon

PROFESSIONAL EXPERIENCE

2021–Present:

Public Relations Manager and Content Specialist, Güd Marketing

Ross helps create and implement strategic public relations, and outreach and engagement plans to meet our clients' goals. Other duties include writing content marketing pieces, monitoring press for opportunities on behalf of our clients, planning/managing press conferences, forums and audience engagement events, and executing innovative and effective strategies for engaging journalists at the national, regional and local levels on behalf of Güd Marketing's clients.

2016–2021:

Communications Director, Michigan Association for Justice

Ross developed marketing materials, including creating audio CDs of classes, print materials for distribution to elementary schools and news releases for local media. He also generated website content, and managed the business' multiple social media accounts.

2010–2016:

Internal Communications Director, Michigan Economic Development Corporation

In this position, Ross developed content for the department's monthly newsletter and tracked analytics of open rates/click-throughs. He also wrote and updated website content and interviewed researchers who used iCER services to write testimonials for the website. Ross developed PowerPoint presentations and print displays for public areas and participated in community outreach events encouraging children, women and minorities to get involved in STEM programs, as well as coordinating media relations for special events.

2008–2010:

Communications Manager, Michigan Economic Development Corporation

This position required Ross to develop professional working relationships with many leaders of Lansing's arts and business communities, as well as legislators, artists and others whose work and lives influenced the local cultural scene. He compiled and maintained a database of all local arts, entertainment and cultural activities in Metro Lansing, and wrote/commissioned stories based on those he found to be the most newsworthy. He also oversaw a team of writers, assigning stories and providing guidance to help them craft articles using the publication's style, voice, accuracy and AP guidelines.

2005– 2008:

Communications Representative, Michigan Economic Development Corporation

Ross wrote and distributed releases promoting corporate news, including employee promotions, announcements of new projects and industry awards the company won. He also wrote project profiles for active and completed construction projects, and maintained and generated content for both internal and external corporate websites. His duties also included organizing corporate events, such as formal announcements of industry partnerships, groundbreakings and company parties.

2000– 2005:

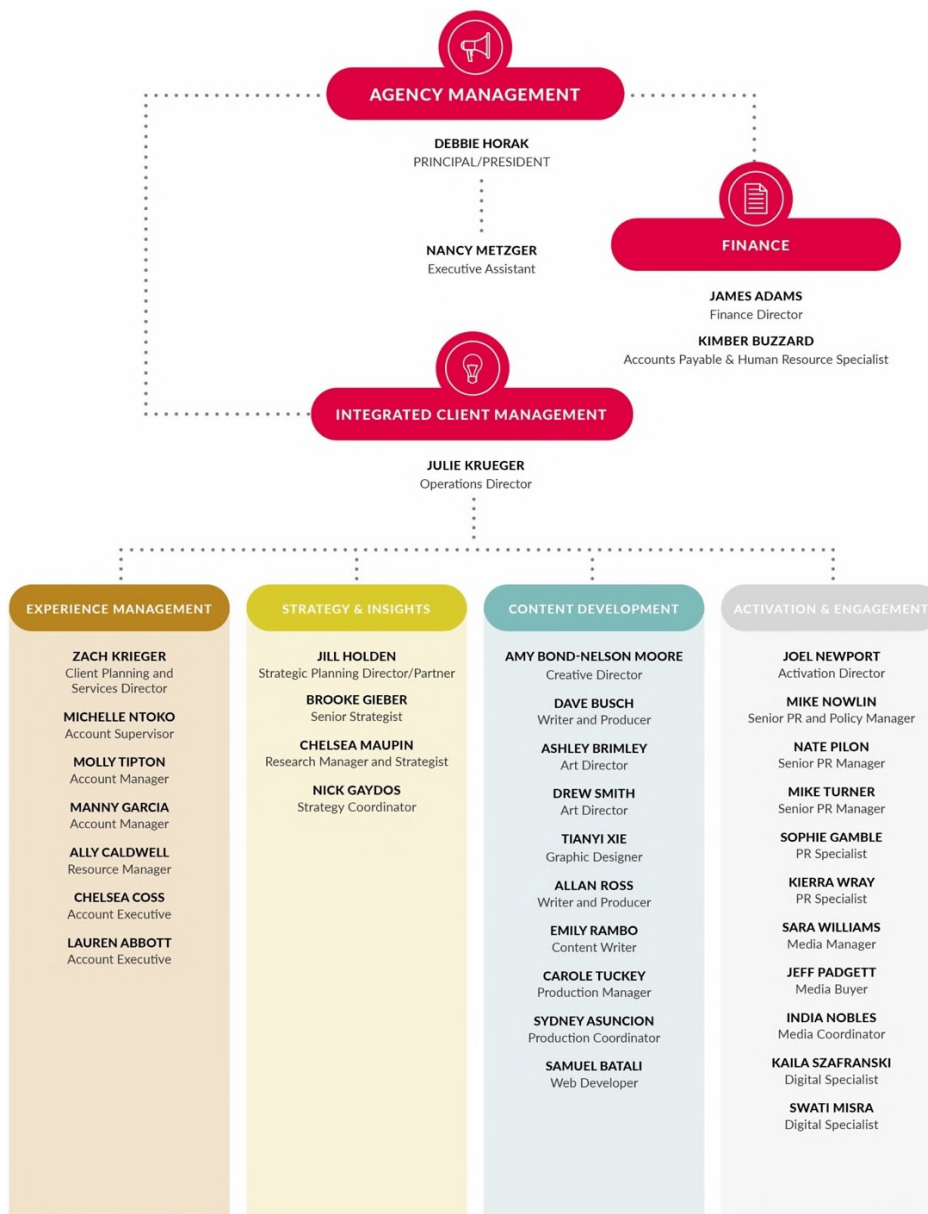
Senior Communications Analyst, Michigan House of Representatives Democratic Communications

Ross wrote and distributed releases promoting corporate news, including employee promotions, announcements of new projects and industry awards the company won. He also wrote project profiles for active and completed construction projects, and maintained and generated content for both internal and external corporate websites. His duties also included organizing corporate events, such as formal announcements of industry partnerships, groundbreakings and company parties.

EDUCATION AND TRAINING

- B.A., English/Journalism, Western Michigan University

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.

Response

Güd Marketing will utilize the same subcontractors - Ahptic Productions LLC, Morpace Inc. and Luke Anthony Photography LLC as subcontractors for this 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. 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

The Contractor must address how they will balance existing programs with new projects/campaigns, media plans, and marketing plan changes for this SOW:

Response

Though GüD Marketing strongly believes in using step-by-step processes to develop plans, conduct research and complete creative work required to meet campaign deliverables, as a small business that works with clients representing many different industries and cultures with many different needs, we are also extremely nimble. We believe we have an optimal 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. Thus, we are able to meet new client needs or make changes as the need for them arises. Our company places a high premium on customer responsiveness and stewardship – which means gathering resources and applying them to client needs as they arise. We can and do work quickly and do everything possible within our control to ensure that client goals are met.

Many of our clients have multiple programs that have to be balanced as a natural course of business. For example, our work for the Michigan State Housing Development Authority (MSHDA) included multiple programs that were handled simultaneously and for which there were frequent “opportunities” that also had to be handled – often with very short turnarounds. For instance, we assisted the authority in its crisis communications strategy as embezzlement in one of its programs was discovered and developed a large media event to celebrate a landmark fair housing decision with less than one month to prepare.

Another good example of balancing multiple programs is our work with Michigan's Office of Highway Safety Planning, which had multiple programs and initiatives each with different goals, some with similar audiences, some with different audiences and each with specific timing and messaging. We successfully managed all of these programs – such as seat belts and drunken driving – as well as new initiatives that were added to the regular calendar of work, such as the introduction of the new .08 drunken driving limit, legislation banning texting and driving, a motorcycle safety initiative and so on, with no detrimental effect on previously planned work. The same is true for our current work for the Talent Investment Agency and its various programs and the Department of Natural Resources and its many divisions, including Forestry, Wildlife Management, Minerals and Parks.

At a macro level, the 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 client work can be efficiently and effectively managed. Our traffic manager handles workflow and deliverables on a micro level, focusing on workflow over the short-term (e.g., days and weeks).

We communicate regularly with our clients, especially as it relates to managing workload and deliverables, and would expect to participate in dialogue with Treasury's program managers about the impact of new programs or changes in its plans and priorities, and also to develop a plan of action to address Treasury's needs.

The Contractor must submit with their proposal one Draft Project Plan for the Program identified in the Background Section of this SOW.

This Draft Project Plan must include:

1. Chart/table including the breakdown of requirements in Section 1. Requirements including tasks, sub-tasks, proposed timelines and the resources/staff assigned for the identified campaigns, within the estimated budgets (yearly estimate indicated under Background Section).
2. A detailed explanation of the chart/table

Following is a summary chart that shows a draft of a potential project plan for MIABLE. At this time, the project plan below will represent both programs and correlates with our 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) MIABLE 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

Tasks and Subtasks	Timing	Agency Professional Resources and Hours
Step 1: Listen, Learn, Lead <i>Fostering a culture of collaboration with your organization is listening to you – where you've been, where you want to go and what you want to achieve. Our experienced staff will lead the process in collaboration with MiAble to deliver on all the approved work to meet MiAble's goals.</i>	October	
Project Launch - Meet with key staff from MiAble to review current campaign, current successes as well as issues, and review the 2021 – 2022 program goals. - GüD and MiAble will make agreements about the work approach, milestones, communication preferences, review and approval process and all of the logistics and details related to ensuring a successful project. - Based on the information provided, GüD will provide some additional thoughts and recommendations around current approach. Deliverables: - Conference report of the meeting, including all agreements made - Summary of any short-term or immediate communication needs - Updated project plan that provides some additional detail around key tasks, timing and deliverables	Weeks 1-3	Account Manager (8 hrs) Strategist (6 hrs) Media Manager (4 hrs)

Ongoing Project Management - Participating in regular (weekly) status meetings and work sessions. - Maintaining excellent communications with MiAble and externally with partners and stakeholders as appropriate. - Client reviews and approvals – schedule. - Engagement with internal team and management of development of all deliverables from approved marketing plan. - Oversight and management of the execution of all campaign strategies and tactics into market. - Reviewing all data from internal team and providing key data to client for review. - Recommending and adjusting campaign execution based on data. - Standard weekly meetings as required by client to review campaign deliverables and/or discuss new projects. - Provide monthly progress reports of work completed, updated budget information and effectiveness of marketing campaign as requested by client.	October-September	Account Manager (300 hrs) Account Supervisor (96 hrs)
Deliverables: - Monthly reports - Weekly and monthly meetings - Attendance at any required in-person events or meetings		
Step 2: Discover the Why <i>This phase is all about the why. We remove all assumptions. We uncover insights that get to the truth of the matter. We cultivate a deep understanding of inclusion, diversity and equity issues relating to your audience of focus. When complete, we get clear about what we can do to help MiAble achieve greater results. This crucial information step is based upon:</i>	Oct 2021-Sept 2022	
Secondary Research - Unique-to-you research that reviews current analytics and a deep understanding of your campaign efforts. Ongoing Intelligence: Monthly campaign monitoring; recommendations to inform future messaging, campaign development and execution made in real time to MiAble Program Manager - Analyze website, social media, email, webinar and other digital media metrics - Review sales data - Review national and other research on savings - Observe tactics/messages used by other states - Analyze media consumption shifts and trends	2 weeks	Research Manager (48 hrs) Media Manager (16 hrs) PR Coordinator (31 hrs)
Primary Research: Focus Groups – Based on current information, we would recommend focus groups. The Focus groups will be used to explore thoughts, beliefs, and feelings more deeply and will help craft campaign messaging and creative direction for key target audiences.	Nov 2021 4 weeks	Strategists (12 hrs) Research Manager (40 hrs) Research Coordinator (24 hrs)

Deliverables: • Deep understanding of key audiences (in either brief or research report or presentation) • A campaign brief that provides key audience information and messaging opportunities to increase connections and engagements (and that is approved by MiAble)		
Step 3: Uncover Solutions Teams are launched and ideas are shared. This is where we harness the power of our team and yours to build the tactical road map to MiAble's success.	December-January (depending on our discovery phase)	Agency Professional Services:
Development of Campaign • Taking all insights from the "discovering why" phase, Güd teams engage in a collaborative ideation session around creative, media platforms (paid, earned owned), influencers, partners and any other key elements. • Ideas are formed and evaluated based on client-approved campaign brief. • The best marketing concepts and approach are reviewed and incorporated into the recommendations for the future – Impact Strategy and Plan, which details how we deliver your message to the right people, at the right time, in the right way. This includes: - o Goals and objectives - o Audience identification and definition - o Overarching marketing strategies, tactics, messaging and creative evolution - o Timing and calendar - o Budget (how we will allocate funding and resources) - o Metrics/KPIs (how we will know that communications efforts are successful) Deliverables: • Messaging framework layering high-level, broad-impact themes with specific messages that are relevant and resonate for each target audience and platform • Media plan framework that guides us to successfully reaching each desired audience in the most effective way • Influencer program plan with strategy and messaging • Final campaign Impact Strategy and Plan including goals and objectives, strategies, tactics and messaging for each target audience, along with key timing and budget allocation recommendations	2-3 weeks	Strategist (24 hrs) Creative Team (70 hrs)(art director, graphic designer, production coordinator, writer/producer) Media Manager (16 hrs) Senior PR Manager (6 hrs) Digital/PR/Content Specialist (12 hrs)
Step 4: Ignite Change Güd Marketing and MiAble take action as everything is put into motion and the campaign comes to life. As your campaign unfolds, target audiences are engaged in a meaningful and measurable way.	February-September	
Media • Final media negotiation of media buys and value-added (free) opportunities are formalized. • Tracking and measuring performance of each tactic and providing regular (at least monthly) reports. • Media campaign monitoring to ensure maximum performance;	Schedules will be built out based on approved plan	Media Manager Media Buyer Digital Specialist

optimization changes will be made as needed.		
Using monitoring and analytic tools such as TapClicks, Güd focuses on campaign outputs and campaign outcomes – documentable changes in public awareness of MiAble. This phase also includes a look to the future and next-step recommendations for the upcoming year.		Media Coordinator (24 hrs) Strategist Coordinator (24 hrs)
Influencers - Influencer vetting including background checks, social presence audits, social content audits, education on the program and agreement for any activities required for their social posts. - Selecting influencers and arming them with information to allow them to reach their followers with MiAble's important message in an authentic and effective way.	Schedules will be built out based on approved plan	Media Manager Digital Specialist (40 hrs)
Creative Building a database and developing new creative and toolkit assets based on approved final media schedule with value-added opportunities.		Creative Team (350 hrs) Creative Director, Art Director, Graphic Designer, Writer/Producer, Production Coordinator
Social/Digital Creating in-the-moment connections with people through targeted strategies.		Digital Specialist (200 hrs)
Earned Media - Crafting tailored earned media strategies, content and pitches that appeal to specific target audience groups and the media that serve them. - Highlighting local/regional stories, statistics, testimonials, etc., supplemented by the broader statewide story (proved to be successful in gaining optimal coverage). - Create earned media outreach efforts that are highly customized and combine both geographic and audience definition targeting.		PR Manager (100 hrs) PR Coordinator (100 hrs)
Deliverables: - Successful placement, monitoring and measuring of campaign in market per the approved Impact Strategy and Plan - Influencers vetted, approved and armed with key information to successfully assist goals of campaign - New creative assets are developed around approved messaging and approved Impact Strategy and Plan		

• Successful implementation of special needs or ad hoc requests as they arise • Key performance indicators and reporting cadence		
Step 5: Create Meaningful, Measurable Impact Güd Marketing's proven process is designed to provide not only positive results but also those that are purposeful and measurable and can be experienced by people in a significant way. We will provide MiAble with a return on investment by showing how the campaign strengthened the community for the greater good.	December	
• Development of final campaign completion report and presentation. Deliverables: • Impact achieved by your investment; this includes campaign completion report with success metrics, performance results, campaign insights and recommendations for next steps • Presentation of results to client		Graphic Designer Strategist Research Manager Media Manager Media Coordinator

- 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.**

Response

GüD Marketing assigns an account manager to act as the lead contact for the client. 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 agency and/or the client, as appropriate, in order to focus on proper, quick and efficient handling of any issues. GüD Marketing is 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 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, our director of finance and at least one of the agency principals would be immediately informed and engaged.

Both agency principals are always available to staff and clients 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.

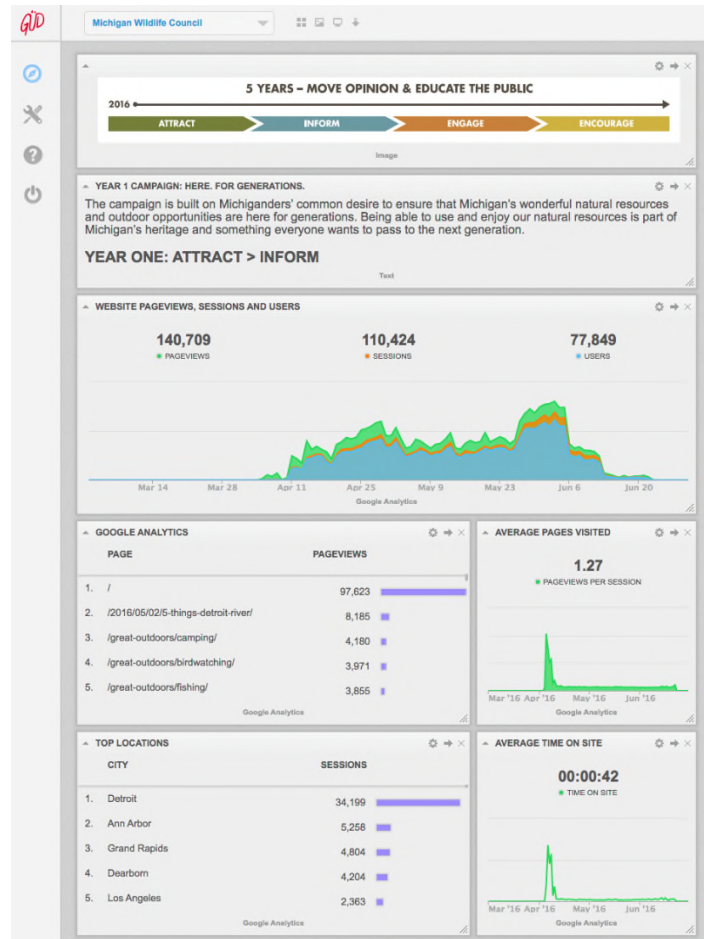
4.3. REPORTING

Original Contract requirements for this Section apply.

The Contractor must list any additional reports that your firm recommends and can provide to the State for this SOW:

4.3. Response

GüD Marketing has begun to develop online tools for real-time monitoring and reporting and strongly recommends the use of such a dashboard where appropriate. We can develop an online dashboard for real-time reporting of certain campaign metrics (especially digital tactics) as agreed upon by the Treasury program managers and GüD Marketing. An example of such a dashboard, created for the Michigan Wildlife Council, is shown below.

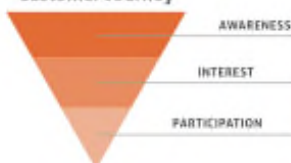


We also develop completion reports at the conclusion of campaigns to demonstrate the results. Completion reports are developed to report against campaign goals and objectives as set forth at the project launch, and combine the reporting of outputs and outcomes.



Northeast Lower Michigan Campaign Completion Report Sept. 18-Nov. 30

Customer Journey



Campaign Goals

- Continued awareness of Michigan Alliance for Families
- Increase participation in services (long term)

33%
increase in
participation^{†*}

1,723
clicks
to website

\$15,880
estimated
value added

1,359,363
total impressions
(TV + Radio + Social)

Traditional (Awareness)

Broadcast TV



30-second spots airing on top local stations: WWTV, WFQX and METV. Programming: Michigan This Morning, 9p-10 News, Ellen, Kevin Can Wait
Total impressions: 600,000

Outdoor



266 override days across four locations
Total impressions: 1,567,474
Value added: \$3,880

Radio



30-second spots airing on top local radio stations: GFM Rock 105 and WMCK Big Country

Total impressions: 404,800
Reach: 80% of target audience
Value added: \$8,500
On-air interviews with radio personalities (Oct. 11 and Nov. 2)

Social (Awareness + Interest + Participation)



TOP AD OVERALL

354,563

IMPRESSIONS

16,530
people

REACH

1,723

CLICKS TO WEBSITE

94

SHARES AND REACTIONS

Website (Interest + Participation)

Overall website metrics[†]:

- Sessions: 59,654; an increase of 115.8%
- Users: 48,428; an increase of 125.7%
- Page views: 95,095; an increase of 60.4%
- % new sessions: 79.03%; an increase of 5.56%

[†]Compared with the same time last year. Please note that a campaign in the southern Lower Peninsula was also driving traffic to the website from Oct. 9-Nov. 30.

^{††}Per Michigan Alliance for Families

Highlights

- Michigan Alliance for Families experienced a 33% increase in participation from Sept. 18-Nov. 30, 2016, to Sept. 18-Nov. 30, 2017.
- Four outdoor board locations remain from the Spring 2017 campaign, totaling 266 override days, which accounted for an additional estimated 1,567,474 impressions.
- Radio was a strong performer for the campaign, reaching 80% of the target audience and producing two value-added interviews with a parent mentor on WMCK Big Country and WGFM Rock 105 (Oct. 11 and Nov. 2).
- Paid social media remained a strong performer for the campaign. Due to a high level of interest in the content, organic (unpaid) reach increased, which increased overall reach and impressions.

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:

- D. 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.

1. **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:
 - o Schedule A Section 1.A Communications/Marketing
 - o Schedule A Section 4. Project Management/Project Plan
 - o 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:
 - o Schedule A Section 1.D Creative
 - o Schedule A Section 1.E Production.
 - o Schedule A Section 1.F Market Research
 - o Schedule A Section 1.H Implementation
 - o
- Hourly rates 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:
 - o Schedule A Section 1.B Media
 - o 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	Estimated Annual Media Placement (1)	Estimated Annual Hours Creative Services (1)	Price	Total
1. Account Management Services – Fixed Term Price (per year)			\$ 52,500	\$ 52,500
2. Creative and Production Services – Variable Blended Hourly Rate		1,127 X	\$ (same as MET hourly rates)	\$ 146,510
3. Media Placement Agency Fee – Commission Percentage	750,000 (if 1million budget)		X 6.8%	\$ 51,000
Grand Total Contractor Fees per Year				\$ 250,010
Estimated MiABLE Budget Range				\$750,000.00 - \$1,000,000

IMPORTANT – PRICING ASSUMPTIONS made by GüD Marketing:

We made some assumptions that will need to be verified in order to confirm final pricing

- The variable hourly rates are consistent with the approved MET hourly rates and is already-discounted rate for government clients.
- The account management fee shown above does NOT include any primary research (surveys, focus groups, depth interviews, etc.).
- For purposes of this pricing proposal, total media placement is assumed to be 75 percent of the total budget – but this allocation is heavily dependent on the marketing strategy and final plan.

Notes:

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



STATE OF MICHIGAN PROCUREMENT
Department of Technology Management and Budget
525 W Allegan Street, Lansing, MI 48913
P.O. BOX 30026 Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 210000000195
between
THE STATE OF MICHIGAN
and

Güd Marketing, Inc.
1223 Turner Street, Ste, 100
Lansing, MI 48906
Zach Krieger
M: 989-598-5941; O: 517-853-3873
krieger@gudmarketing.com
CV0036125

STATE	Program Manager	Diane Brewer	TREA
		517-241-2781	
		BrewerD1@michigan.gov	
	Contract Administrator	Sarah Walter	DTMB
		517-256-4237	
		WalterS6@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: MET Marketing and Advertising Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 8, 2021	September 30, 2024	2, 1-year	N/A
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☐ Other			☐ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of our inquiring RFP NO. 200000002414. Orders for delivery will be issued directly by Department through the issuance of a Delivery Order Form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$ 4,275,000

FOR THE CONTRACTOR:

Güd Marketing, Inc.
Company Name

Authorized Agent Signature

Deborah Horak
Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Chelsea Lugibihl, Services Category Manager
Name & Title

Department of Technology Management and Budget (DTMB)
Agency

Date

Contract No. 210000000195
MET Marketing and Advertising Services

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STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “State”) and GÜd Marketing, Inc. (“Contractor”), a Michigan Corporation. This Contract is effective on April 8, 2021 (“**Effective Date**”), and unless terminated, expires on September 30, 2024.

This Contract may be renewed up to 2, additional 1-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal option via Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule 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 Schedule 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.

STANDARD CONTRACT TERMS

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.

If to State:	If to Contractor:
Sarah Walter 525 W. Allegan Street Lansing, MI 48913 WalterS6@michigan.gov 517-256-4737	Zach Krieger 1223 Turner Street, Ste 100 Lansing, MI 48906 krieger@gudmarketing.com Office: 517-853-3873 Mobile: 989-598-5941

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:	Contractor:
Sarah Walter 525 W. Allegan Street Lansing, MI 48913 WalterS6@michigan.gov 517-256-4737	Debbie Horak 1223 Turner Street, Ste 100 Lansing, MI 48906 horak@gudmarketing.com 517-853-3870

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:	Contractor:
Diane Brewer W. Allegan Street, 2 nd Floor Lansing, MI 48909 BrewerD1@Michigan.gov 517-241-2781	Molly Tipton 1223 Turner Street, Suite 101 Lansing, MI 48906 Tipton@gudmarketing.com 517-318-6343

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 Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

STANDARD CONTRACT TERMS

6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. 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
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate Deductible Maximum: \$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 04.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	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.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	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) cover information security and privacy liability, privacy notification costs,

STANDARD CONTRACT TERMS

	regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate Deductible Maximum: \$50,000 Per Loss	

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 cancelled 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 delivery order number, at Contract formation and within twenty (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 five (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 to 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. Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

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 MiDeal@michigan.gov.

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,

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community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

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.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background

STANDARD CONTRACT TERMS

checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, 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 within 30 days of any public announcement or otherwise once legally permitted to do so, 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 Schedule 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 Schedule 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

STANDARD CONTRACT TERMS

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. Reserved.

18. Reserved.

19. Reserved.

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 Schedule 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. All prices are exclusive 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/SIGMAVSS> 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.

STANDARD CONTRACT TERMS

- 21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule 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 delivery 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,

STANDARD CONTRACT TERMS

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.

STANDARD CONTRACT TERMS

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 and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** 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

STANDARD CONTRACT TERMS

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.

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- 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. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

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.

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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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. 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.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors

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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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. 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.

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- 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.
- 49. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 50. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Project Plan

- 51. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 52. 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.
- 53. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. 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.

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- 55. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not

FEDERAL PROVISIONS ADDENDUM

applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

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3. Copeland “Anti-Kickback” Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory,

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to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or

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regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) ([51 FR 6370; February 21, 1986](#)) and [12689](#) ([54 FR 34131; August 18, 1989](#)), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

1. **Access to Records.** The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

3. DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Gud Marketing, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

Contract No. 210000000195

Michigan Education Trust (MET) Marketing and Advertising Services

BACKGROUND

This Contract is for Marketing and Advertising Services for the Michigan Department of Treasury (Treasury), the Michigan Education Trust (MET), Section 529 Prepaid Tuition Program, and all other State Agencies. When developing creative deliverables for MET the Contractor must assure all deliverable follow Section 508, when appropriate.

MET is a Section 529 Prepaid Tuition Program which allows for the pre-purchase of tuition at today's rates, for up to 10 semesters of undergraduate tuition for any Michigan Public College or University for children who are residents of Michigan. Purchased prepaid tuition plans are then paid out at the future date when the beneficiary is attending college.

MET enrollment is a one-step process – Individuals will submit the following:

- Signed Contract, Enrollment Fee and First Deposit.
- Upon receipt of signed Contract, MET reviews and resolves any errors prior to forwarding on to MET purchasers for processing.
- Deposits can be accepted in a lump sum, monthly, or, on a pay-as-you-go basis.
- Monthly and pay-as-you-go deposits include payroll deduction and automatic clearinghouse (ACH) options.

Please Note: In person, or web enrollment will be available during specific open enrollment periods.

The Michigan Educations Savings Program (MESP) is a part of Section 529 direct-sold savings/investment program, that 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. MET and MESP can be used together or separately. MESP contributes a portion of their marketing budget toward joint initiatives that include MET.

SCOPE

The Contractor will assist in developing and implementing internal and external communications for MET, as well as performing public relations activities. Public relations activities must provide increased awareness of the MET program benefits, to encourage public participation. Benefit awareness should focus on Federal and State income tax benefits, and other defined incentives by the State.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Typically, MET's Open Enrollment takes place December – September, with Advertising and Media placement to occur as follows:

- December/January to announce new enrollment and gift-giving
- April/May to announce tax season
- August/September to announce college saving month, and end of enrollment.

Target Audiences for MET Advertising Prepaid Tuition Plan:

- Household incomes over \$75,000
- Parents with children (newborn – 8th grade)
- Residents ages 30 – 49
- Grandparents, guardians, relatives, and others
- Michigan businesses
- Charitable foundations

Please Note:

- MET's annual budget for Marketing and Advertising Services is: \$1,425,000.00
- Additional State Agencies may request use of this Contract. Additional Agencies will be added via Contract Change Notice.

1. Requirements

The Contractor will be responsible for providing the following:

- Developing a marketing strategy, creative concepts, and media plans for the MET program Enrollment Period(s).
- Conducting Market Research:
 - Focus Group Testing
 - Phone or Intercept Surveys
- Produce and duplicate media materials
- Place media messages and conduct advertising tracking surveys during enrollment period(s).
- Provide public relations services and counsel – upon request
- Provide results after each media campaign
 - Resolve any make-good advertising slots – if necessary
 - Media campaign results will be provided to the State in a mutually agreed upon format
 - Media campaign results must include Return on Advertising Spend (ROAS)%. State ROAS% information should be presented against the industry standard ROAS%.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

1. General Requirements

- A.** The Contractor will be responsible for developing a communication plan(s) for the State's identified Marketing Campaigns/Projects. Communications plans should be target audience specific, and include a message, along with strategy, and communication vehicle(s) for communication delivery.

Please Note: The Contractor must develop and present an annual marketing plan to the MET Board of Directors – please refer to Section [5 – Reporting](#) for further details.

- B.** The Contractor will be responsible for conducting market research, as needed, to better assess target audience populations identified by the State. Market research must include but is not limited to use of:
- Marketing Databases (PRIZIM)
 - Intercept Surveys,
 - Focus Groups,
 - Observational Research,
 - Other, approved methods to help determine and/or refine creative strategies and message.
- C.** The Contractor will be responsible for developing social media, digital media, and new media strategic plans to promote the State's identified Marketing Campaigns/Projects to online audiences.

The Contractor will utilize a Data-Driven approach to Social, Digital, and New Media development. Steps will include:

1. Situational Analysis – to include:
 - Digital & Social Media Research and Communication Planning.
 - Target Audience Definition
 - Identify Target Audience Digital Habits & Social Influencers
 - Past Campaign Audits & Data Analysis (etc.)
 - Identify Budget Parameters
2. Customer Journey Mapping & Goal Setting – to include:
 - Target Audience Segment Mapping
 - KPIs (Key Performance Indicators) Created for Benchmarking
 - Decision-Making Journey Map(s) Created for Target Audiences
3. Refine Online Marketing Strategy – to include:
 - Media Activation team to collaborate with Intelligence & Creative to define optimal media tactics and platforms.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

4. Define Digital Strategies & Tactics – to include:
 - Online Media Plan & Touch-Point Development
 5. Program Area Review and Approval – to include:
 - Contractor will present and explain digital, social, and new media plan for collaboration and approval by the State.
 - Adjustments and refinement to plan(s) will be made as required by the State.
 6. Monitoring & Optimization – Ongoing – to include:
 - Use of online dashboard to chase cumulative metrics across all online marketing initiatives in real-time.
 - Return on Advertising Spend % & Key Performance Information – used as needed to adjust campaigns.
- D.** The Contractor will be responsible for developing and or modifying advertising, marketing and/or creative concepts and direction, including but not limited to 30-second TV, 30 and/or 60-second radio spots and digital media placements.

1.1. Media – Concepts, Materials & Production

- A.** All creative concepts, materials and productions must be copyright free, including non-rights managed visual materials, that will be used in any form for State Advertising Campaigns/Projects.

The Contractor must ensure a fully buy-out/unrestricted use, of talent in all Michigan media for a minimum of 4-years. The Contractor is responsible for all negotiations of talent rights, the State will sign off on all talent/property rights.

- B.** The Contractor must direct and coordinate all TV and radio productions and review:

- | | |
|-------------|-------------------|
| • Shooting | • Editing |
| • Recording | • Post-Production |

The Contractor must deliver both rough cuts and finished spots to the State for final approval at a mutually agreed upon time between the State and the Contractor.

Please Note: The Contractor must review budgets, casting, music, and special effects with the State for approval from the State's applicable Program Manager prior to production and media placement.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- C. The Contractor is responsible for producing and duplicating media materials, on an as needed basis, in a variety of digital formats as required to meet Michigan Broadcasting specification for TV and radio stations. Advertising must include, Beta, Digital Beta, WMV files, move files, and mp3files etc.

Please Note: For Statewide media buys the Contractor will distribute media files directly via file transfer service Extreme Reach, which tracks and guarantees delivery of video files to all broadcast stations in the State. This process eliminates the need to make copies or duplication of physical media.

- D. The Contractor is responsible for producing internet project deliverables to support current TV and radio messages. Including repurposed TV-ads, banner ads, rich media ads, splash pages, social media ads, search engine optimization, etc.

- E. The Contractor is responsible for producing additional project deliverables including, but not limited to:

- Billboards
- Posters
- Banners
- Flyers
- E-mail Marketing
- Arrange projection of custom merchandise and/or giveaway items to support messaging goals.

1.2. Media Plan Development

- A. The Contractor is responsible for developing media plans for all State Advertising Projects/Campaigns, plans must outline at a minimum:

- Media Budget
- Target Audience
- Flight Dates
- Geography/Media Markets(s)
- Advertising Units
- Project Outcomes
- Media Weight/ Gross Rating Point (GRP) levels and expenditures for each medium in each market.

Please Note the Following:

- Prior to any media plan implementation, the Contractor must receive approval from the State's applicable Program Manager.
- The Contractor will present an Annual Communication Plan to the Program Area outlining the major programs and initiatives for the year. This plan will be monitored throughout the year and adjustments will be made as needed.
- Contractor will present an Annual Media Plan that will outline how each campaign will reach its target audience(s). This plan will be monitored throughout the year and adjustments will be made as needed.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

B. The Contractor must identify the resources that will be used to develop media plans, including but not limited to:

- Mediamark Research & Intelligence (MRI),
- Simmons Market Research Bureau (SMRB),
- Scarborough or Media Audit,
- PRIZM,
- Nielsen
- Nielson Audio (formally Arbitron) and
- Nielsen Net Ratings
- Other, State approved resources

Please Note: The Contractor has identified the following approved resources for media plan development:

- Claritas,
- comSource
- Statista
- Emarketer
- Nielsen TV Ratings
- American Marketing Association

The Contractor will utilize the tools identified in this requirement to further define characteristics of target audiences. Further clarify declared data, (demographic, geographic), behavioral data (habits, values, beliefs). Information will be broken down by media type consumption, identifying platforms, frequency and reach of each specific tactic for review and leverage by the Contractor.

C. Placement Services must include but are not limited to:

- Paid media and value-added media
- Michigan Association of Broadcasters (MAB) media
- Michigan Cable Telecommunications (MCTA) media
- Michigan Press Association (MAP) media
- Digital Music Streaming
- Cinema
- Digital Video Streaming
- Sports Marketing
- Other, State approved outlets

The Contractor utilizes media Insertion Orders (IO) and Broadcast Orders (BO) to outline the negotiated placements, with flight dates, time slots, GRPs, total impressions, net and gross rates, value-added inventory, and Contract information. These orders are agreements between the Contractor and the Media Vendor and confirms receipt of media buy based on these order documents.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- D.** Along with the development of communications campaigns the Contractor may be required to conduct Public Relation Services and Counsel, on as needed basis for the State.

The Contractor will be responsible for scheduling, developing, and coordinating all Public Relations services and Press Event(s) to increase public awareness of projects/campaigns, as requested by the State.

1.3. Media – Negotiations & Placement

- A.** The Contractor is responsible for all negotiations, purchases, and placement of:

- Radio & TV airtime
- Outdoor & Transit Space
- Publication Space
- Direct Mail Services
- Digital & Social Media
- Other, new media placements
- Other, approved forms of media to be used for advertising and promotions.

Responsibilities for advertising placement also include:

- Negotiation of matching spots
- Value-added bonuses – to further reach of advertising message(s)
- Shipment of all Radio and TV dubs – with appropriate traffic instructions to applicable party.

- B.** The Contractor must negotiate make-good media-weight for any under-delivery to be scheduled during the next paid media flight.

Please Note: The Contractor will negotiate make-good media-weight within 48-hours of under-delivery, with a goal to deliver 200% of the original contracted value. The Contractor will discuss all make-good deliveries as applicable during weekly team meetings with the State.

- C.** The Contractor must have the ability to extend a budget of innovative idea, creative partnerships, and aggressive negotiation skills to leverage any funding that may be available for paid advertising.

- D. Additional Services: Production** – The Contractor must provide the State with assets including but not limited to:

- Images
- Videos
- Copy Language

For completed and in-progress projects, the Contractor will provide a complete portfolio of additional services, as needed, that align with campaign goals, include but not limited to images, videos and copy language.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- E. Additional Services: Special Events** – When requested and approved by the MET Executive Director, the Contractor must plan and organize special events and/or counsel.

Additional Services will be added to the Contract via Change Notice, details and pricing will be determined on a case-by-case basis, and will follow pricing outlined in [Schedule B](#), unless otherwise specified by the State’s applicable Program Manager.

Please Note: The Contractor will provide a post-event analysis for all special events as needed by the State and including in-person and/or virtual events.

2. Transition & Implementation

A. Implementation:

Upon Contract Award, the Contractor must review existing campaigns and performance reports. The Contractor must then make recommendations to maximize the value of the existing media mix for existing campaigns/programs. Value is defined as including but not limited to: Contracts sold, conversions, event participation etc.

B. Transition – End of Contract Conversion Responsibilities:

Upon Contract expiration or termination, the Contractor must work with State personnel and other Contractors, if applicable, to convert and/or transition all Contract Activities, and Data into a mutually agreed upon format for upload/import into a State owned database ([See Standard Contract Terms Section 25 and 32.e.](#))

The Contractor must work with the State and/or previous Contractor during implementation of the transition plan to implement an orderly transition to the new Contractor, if applicable. The Contractor must allow as many personnel as practicable to attend meetings and receive hardcopies and original/master electronic files (excel, PDF, InDesign, etc.) to help maintain the continuity and consistency of the services required under the Contract.

End of Contract Responsibilities must be completed within 4-months of the Contract Expiration or Termination, unless otherwise mutually agreed upon between the State and the Contractor.

3. Staffing

3.1. Contractor Representative

The Contractor has appointed Zach Krieger, to serve as the Contractor Representative. The Contractor Representative is specifically assigned to the State of Michigan account(s) and will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contractor Representative: Zach Krieger

Phone (Office): 517-853-3873

Mobile: 989-598-5941

Email: krieger@gudmarketing.com

The Contractor must notify the Contract Administrator at least 30-calendar days before removing or assigning a new Contractor Representative.

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.

Please Note: The Contractor must work with the State to identify a schedule and conduct Contract Activities outside of Monday – Friday 8:00 a.m. – 5:00 p.m. on an as needed basis.

3.3. Key Personnel

The Contractor must appoint at least 2 individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24-hours.

Contractor's Key Personnel must be on-site at State locations upon request at mutually agreed upon dates and times.

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.

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

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

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 the **Termination for Cause** section of the Standard Contract 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”): [Section 11 Service Level Agreements \(SLAs\)](#).

Position	Name/Title/Function	Employment Location
Contractor Representative	Zach Krieger Account Services Director Function: Assigned to State of Michigan accounts and will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc.	Güd Marketing, Lansing, MI
Alternate Contractor Rep.	Deborah Horak Principal Function: Assigned to State of Michigan accounts and will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc.	Güd Marketing, Lansing, MI
Senior-Level Strategic Counsel/Firm Principal	Jill Holden Strategic Planning Director, Partner Function: Leads and directs the research and strategy team to assist with data collection, campaign strategy and messaging, development of multiyear communications plans.	Güd Marketing, Lansing, MI

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Account Manager	Molly Tipton Account Manager Function: Responsible for on-time and on-budget delivery of all services and deliverables as well as the planning and integration of all communications elements across disciplines.	Güd Marketing, Lansing, MI
Creative/Art Director	Drew Smith Art Director Function: Oversee creative execution and direction to ensure creative excellence. Create and implement design and art direction in multiple media formats. Responsible for campaign conceptualization and development of design materials.	Güd Marketing, Lansing, MI
Media Coordinator	Sara Williams Media Manager Function: Manage all aspects of developing, placing and measuring an advertising buy, including media research, planning, negotiation, placement, optimization and reconciliation, while collaborating closely with the research, creative and public relations teams to ensure highly integrated and efficient marketing campaigns.	Güd Marketing, Lansing, MI

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Social Media Coordinator	Kaleb Kimerer Social Media Specialist Function: Manage social media placements, including daily management and execution of paid and organic campaigns on Facebook, Twitter, LinkedIn and Snapchat. Perform daily social listening, monitoring and optimizing procedures to ensure each campaign results in high success and return on investment. Review social campaign analytics to create and direct effective future social strategies.	Güd Marketing, Lansing, MI
Public Relations Coordinator	Beth McKenna Senior PR Manager Function: Lead strategic content creation outreach and promoting and monitoring of earned media coverage. News conference coordination, development of talking points and news releases, speaker preparation and media outreach.	Güd Marketing, Lansing, MI
Billing Coordinator	Jamie Adams Finance Director Function: Provide financial oversight on contracts held by Güd Marketing, including invoicing, third-party invoicing, and reconciliation of pre-billing- approved projects. Oversee all vendor relations and payables, receivables, financial report presentations and all supporting documentation.	Güd Marketing, Lansing, MI

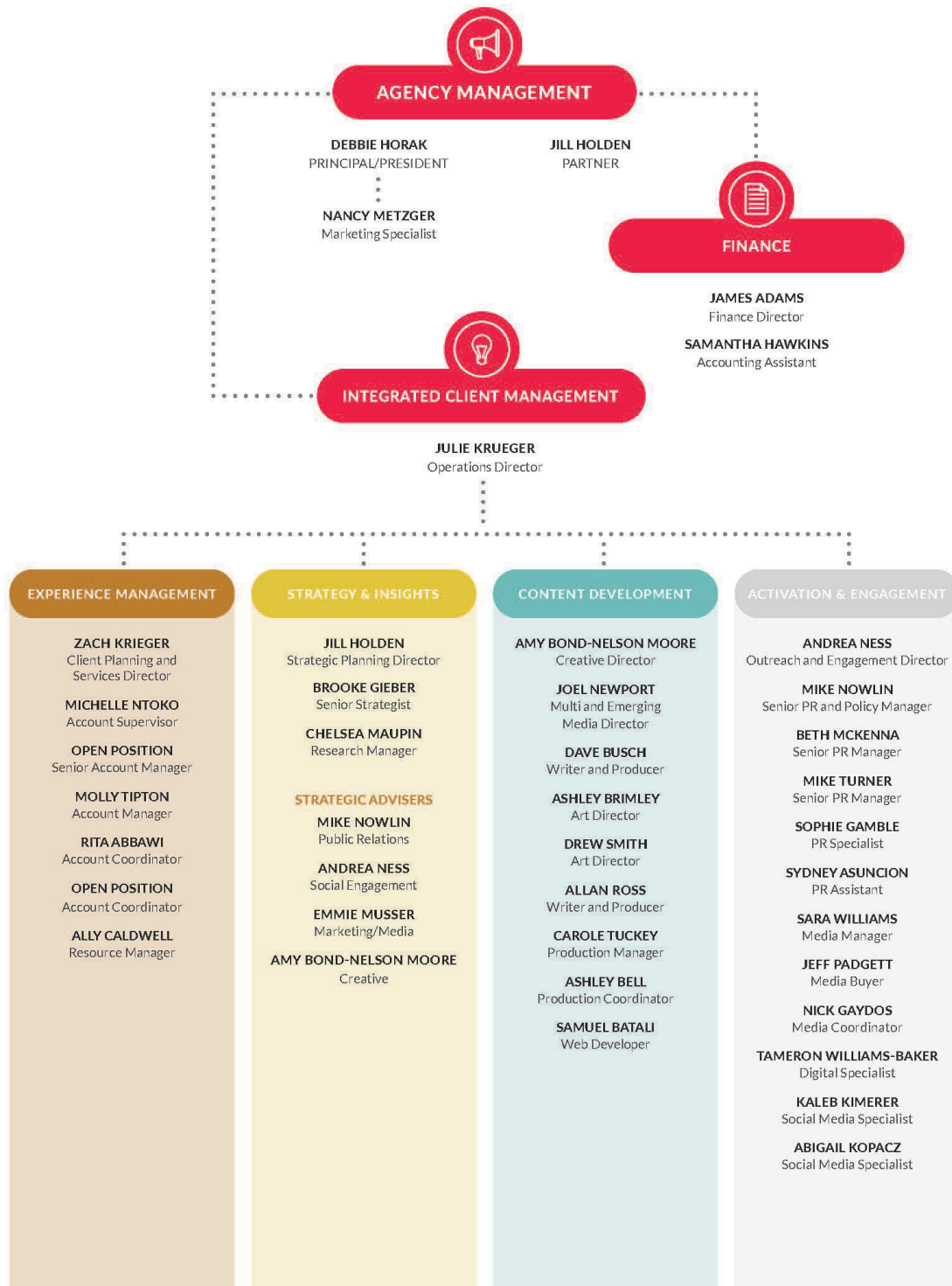
SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Clerical	Ally Caldwell Resource Manager Function: Develop step-by-step schedules for each project and report on the internal status of all active jobs. Monitor the movement of all jobs through agency departments and ensure they are on schedule and budget. Work with account managers to organize resources.	Güd Marketing, Lansing, MI
Production Coordinator	Carole Tuckey Production Manager Function: Manage the sourcing, development and production of marketing materials and services. Lead all aspects of event planning production and coordination. Lead talent and licensing outreach and management.	Güd Marketing, Lansing, MI
Coder	Samuel Batali Web Developer Function: Manage agency efforts in all aspects of the web, including graphical interface design, client- and server-side programming, usability, accessibility, information architecture and search engine optimization.	Güd Marketing, Lansing, MI

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

3.4. Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.



SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

3.5. Disclosure of Subcontractors

Please refer to [Schedule C – Subcontractors](#), for the complete list of Subcontractors the Contractor may utilize throughout the life of the Contract.

Please Note: If the Contractor intends to utilize additional subcontractors in the future, the Contractor must disclose the following:

- Legal business name, address, and telephone number
- Description of the subcontractor's organization and services it will provide, and information concerning subcontractor's ability to provide the Contract Activities:
 - Providing a complete description of the Contract Activities that will be performed or provided by the subcontractor.
- The relationship of the subcontractor to the Contractor:
 - Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of the previous relationship.

Please Note the Following:

- The State reserves the right to approve all subcontracted parties, approval will be considered as a Change Notice to the Contract.
- The State will not make any pass-through payments for services performed by a 3rd-party (subcontractor) who is performing core work on behalf of the Contractor.
 - Core work can be considered as work outlined in the payment structure or [Schedule B – Pricing](#).
- When outsourcing work to a 3rd-party (subcontractor), the Contractor must obtain 3 quotes for services to be provided. Quotes received must be provided to the State for approval.
 - Outsourcing may include but is not limited to the following:
 - Production, Research & Media Placement
- The State reserves the right to source 3rd-party work outside of this Contract, and proposed subcontractors identified.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

3.6. Security

The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor will be subject to the following security procedures:

- (a) Use of uniforms and ID badges etc.
- (b) Perform background checks on employees and disclose the scope of background check(s) performed.

Please Note: The State may require the Contractor's personnel to wear State issued identification badges when on site.

4. Project Management

The Contractor must:

- Provide Account Management Services including but not limited to:
 - Meeting with the State to initiate services and review materials, progress, and discuss corrective action plans, if needed.
 - Budget planning and documentation for all campaigns and projects
 - Budgeting must be done in accordance with [Schedule B – Pricing](#)
 - Project & Campaign Timing – Contractor will adhere to a predetermined timeline that is mutually agreed upon between the Contractor and the State.
 - For any deviations from the timeline the Contractor must provide a notice to the State within 24-hours and provide an updated schedule to the State.

Please Note: All work performed must be approved by the State prior to any completion of project activity.

4.1. Project Plan

Please Refer to [Schedule D – Project Plan](#) for Contractor proposed plan(s). Please be advised [Schedule D](#) is subject to change and will be updated on an as needed basis to reflect work to be completed by the Contractor.

- A. The Contractor will carry out this project under the direction and control of the State's applicable Program Manager. Within 10-calendar days of the Effective Date, the Contractor must attend a Kick-Off Meeting and submit a Project Plan to the State's applicable Program Manager for final approval.

The Project Plan must include:

- (a) Contractor's organizational chart with names and titles of personnel assigned to the project, which must align with the Staffing stated in the accepted proposal(s); and
- (b) Project breakdown showing sub-projects, tasks, and resources and staff required.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

(c) Estimated budget breakdowns for projects identified throughout the life of the Contract.

Please Note: All work performed must be approved by the State prior to any completion of project activity.

B. The Contractor must provide the State's applicable Program Manager with an updated Project Plan as required by the State, and must include the following:

- Project creative brief
- Proposed research – if applicable
- Proposed message strategies – including social media if applicable
- Timelines must detail:
 - Days, weeks and/or months' work will be performed
 - Staff assigned
 - Work hours allotted
 - Rate of pay (hourly) – broken down by individual (staff) assigned to the project
- Total anticipated costs, as a separate appendix to the Project Plan
 - Costs and rates must be in alignment with [Schedule B – Pricing](#) and any other specified pricing document issued for a project.

5. Reporting

A. The Contractor must maintain and submit to the Program Manager and applicable designees, reports outlined in [Section 5. Reporting](#), which meet the following specifications:

- All reports must be submitted in one of the following formats, unless otherwise specified and approved by the State.
 - Word, Excel, or PDF
- The State reserves the right to request additional Reports and Content, and/or, Change Reports and Report Content.
 - The Contractor may be required to submit additional Reports – additional Reports will be submitted at a mutually agreed upon date, and time between the State and the Contractor.
- When deemed necessary, the Contractor must work with the State to develop Reporting templates. All templates must first be approved by the State's applicable Program Manager prior to implementation and use.

B. Annual Marketing Plan & Report – The Contractor must develop and present an Annual Marketing Plan, as referenced in [General Requirements Section 1.A](#), as well as an Annual Marketing Report that will be presented to the MET Board of Directors.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- Marketing Plan must be presented to the MET Board 30-days prior to the enrollment period.
- Marketing Report must be presented to the MET Board of Directors no later than 60-days after the conclusion of the enrollment period. The Marketing Report should include, but is not limited to:
 - Summary of results of marketing campaign, including:
 - Summary of campaign results
 - Summary of budget appropriation – specify remaining funding, if applicable.
- Written Reports containing this information must be presented to the MET Board of Directors within 7-business days of all presentations.

C. Weekly Report – To include but, not limited to the following:

- A summary of progress for all projects:
 - Outlining work accomplished during the period,
- Budget information organized by project:
 - Must include an overview of what funds have been spent and what funds are remaining.
- When applicable, provide a summary of results of marketing, promotions, campaigns, and project against the timeline established.
- The Contractor must be available to provide status reports on a per request basis to the State's applicable Program Manager.

D. Quarterly Report – Report must be submitted to the State's applicable Program Manager, and Contract Administrator on a quarterly basis. All Reports are due 30-days after the beginning of each quarter. Reports must include the following information from the previous quarter:

- Agency Budget Summary by Project:
 - Indicating how much has been spent and how much is remaining for each project, by purchase type as outlined in [Schedule B – Pricing](#).
 - List of Invoice Number(s) for purchases made
 - Include the vendor name for any Pass-through purchases
 - Lessons Learned/Effectiveness of each project, including goals and objectives established for each project.
 - Effectiveness in terms of cost, reach and frequency, of the message. Information collected may impact future media or refine current plans.
- Return on Advertising Costs (ROAS) %

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

E. Media Buy Approval Report – Report must be submitted to the State’s applicable Program Manager at a minimum of 2-weeks prior to purchases for approval.

- Include a list of all negotiated buys with pricing
 - Contractor must provide copies of supporting information of intent to purchase.

F. Media Buy Reporting – Reports for all media buys are due 2-months after the media buy concludes, and must include the following information:

- Quantity of Media Purchases made
 - Identify type of media: online, radio, tv, etc.
 - Price per placement
 - Per each media buy
 - Total for all media buys purchased
 - Identify the intended target group
 - Indicate when the media buy was approved per [Section 5.E Media Buy Approval Report](#).
- Identify Bonus(es) or PSA Schedules utilized
 - Identity type of media; online, radio, tv etc.
 - Price per placement
 - Per each media buy
 - Total for all Bonus(es) or PSA schedules
 - Indicating when the media was approved per [Section 5.E Media Buy Approval Report](#).
 - List runtime for Ad, broken down by project.

Please Note: There will be NO-CHARGE to the State for Bonus(es), or PSA Schedules.

G. Media Placement Report(s)/Media Buy Report – At the end of each Media Buy the Contractor must conduct a post-buy review on the placement of media purchased, review must include:

- Cost Analysis
- Reach & Frequency
- Message Distribution Requirements – if applicable
 - Requirements will be identified by the State.
- Audiences Delivery Assessment – assessment of audience delivery with a goal of receiving plus/minus 10% of the Gross Rating Points (GRPs) in the proposed media buy.
- Bonus Weight Assessment – assessment of the Return on Investment (ROI) for the bonus weight must be included for media aired.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Please Note: Media Buy Reports must be submitted to the State 2-months after the conclusion of the Media Buy. The State may require the Contractor to use findings from Media Buy Reports to refine current and/or future media plans.

6. Meetings

The Contractor must attend the following meetings:

- Kick-off Meeting within 10-calendar days of the Contract Award or Change Notice effective date.
- Annual Project Meeting – if applicable for project
- End of Contract Meeting – must be held within 30-days prior to Contract Expiration
 - Additional meetings may be required
- Weekly Status Call-in – if applicable
 - For project progress review and issue resolution
- Monthly Update – if applicable
 - For project progress during the month
- The State may request other meetings, as it deems appropriate.

Please Note the following:

- Meetings will be held in-person or via phone or other mutually agreed upon format and time between the State and the Contractor.
- The Contractor must meet with the Subcontractor independently as directed by the State, if applicable.
- The Contractor must respond to all State inquiries within 2-business days of receipt, to confirm receipt and provide anticipated response date.

7. Price Term

Pricing is firm for the entire length of the Contract.

8. Ordering

8.1. Authorizing Document

The appropriate authorizing document for the Contract will be the issuance of a Delivery Order (DO).

9. Invoice and Payment

9.1. Invoice Requirements

All invoices submitted to the State must include:

- (a) Date
- (b) Delivery Order (DO) Number
- (c) Media Buys
- (d) Licensing Fees, Talent Renewals, TV and Radio Dubs, and Satellite & Communication Uplinks – Billed at cost, no mark-up may be applied.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- (e) Description of Contract Activities
 - a. Including signed estimates and copies of 3rd-party invoices
- (f) Unit Price
 - a. Broken down by media purchases & placement fee for each purchase
- (g) Shipping costs (if any)
- (h) Total Cost of Services
- (i) Total Invoice Price

Please Note the Following:

- Overtime, holiday pay, travel, or any other out-of-pocket expense, including meeting attendance, commissionable advertising, membership, or industry conference/seminar attendance will not be paid by or reimbursed by the State.
- Invoices must only include completed work – the Contractor must not pre-bill for any services including media placements.
- Invoices will be approved based upon completion of deliverables within the approved Project Plan. Approval is made by the applicable State Program Manager.

9.2. Payment Methods

The State will make payment for Contract Activities via Electronic Fund Transfer (EFT).

10. Acceptance

The following criteria will be used by the State to determine Acceptance of Deliverables provided under this SOW: For each project, the Contractor first prepares an outline of activities, timeline, and deliverables. Before approving invoices, for payment, the Program Manager will review deliverables, review, project hours and team member involvement in the project. As well as invoices for all expenses charged to verify cost accuracy. The Program Manager will also ensure the Contractor's invoices include applicable attachments for media buys.

The State will only reimburse the Contractor for services and/or merchandise authorized by the State and approved by the applicable Program Manager and Delivery Order (DO). Payment will not exceed the amount approved by the Program Manager unless a revised estimate has been submitted and approved by the applicable Program Manager. All invoices must reflect actual work done.

11. Service Level Agreements (SLAs)

All Contract Activities must be delivered within the timeframes specified below to meet the needs of the State. The receipt of order date is pursuant to [Section 2. Notices](#), of the [Standard Contract Terms](#).

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- A.** As referenced in [Section 2.B](#) – The Contractor must ensure that the End of Contract Responsibilities be completed within 4-months of the Contract Expiration or Termination, unless otherwise mutually agreed upon between the State and the Contractor.

For any work not completed within the 4-month period the State is entitled to collect \$500, and an additional \$100 per day for each day the Contract fails to remedy the late or importer completion of Work.

- B.** As referenced in [Section 3.3 Key Personnel](#) – 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.

(ii) 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.

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.

- C.** As referenced in [Section 4.1 A](#) – The Contractor must, within 10-calendar days of the Effective Date, attend a Kick-Off Meeting and submit a Project Plan to the State's applicable Program Manager for final approval.

For any work not completed within the 10-day period the State is entitled to collect \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of Work, unless otherwise mutually agreed upon.

- D. Section 5. Reporting** – The Contractor must meet the following timeframes referenced below:

- As referenced is [Section 5.B](#), the Contractor must:

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

- Present its Marketing Plan to the MET Board 30-days prior to the enrollment period.
- Present its Marketing Report no later than 60-days after the conclusion of the Marketing Plan.
- Provide all written reports of information presented within 7-business days of all presentations.
- As referenced in [Section 5.D](#), the Contractor must:
 - Provide a Quarterly Report to the Contractor 30-days after the start of the new quarter.
- As referenced in [Section 5.E](#), the Contractor must:
 - Submit a Media Buy Summary to the State's applicable Program Manager at a minimum of 2-weeks prior to the purchase for approval.
- As referenced in [Section 5.F & G](#), the Contractor must:
 - Provide a media buy report(s) that are within 2-months after the media buy concludes.

For any work not completed within the time periods specified above the State is entitled to collect \$500 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of Work. Unless otherwise mutually agreed upon.

- E.** The Contractor must respond to all State inquiries within 2-business days of receipt, to confirm receipt and provide anticipated response date.

For any response not received within the timeframe specified, the State is entitled to collect \$500, and an additional \$100 per day for each day the Contractor fails to respond to the State's Inquiry.

12. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

SCHEDULE B PRICING

Request For Proposal No. 210000000195

Michigan Education Trust (MET) Marketing and Advertising Services

1. 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).
Please Note: Travel, lodging and meal expenses, including holiday or overtime pay will not be paid by the State.
2. The Contractor must make all payments to subcontractors utilized without waiting for the State's payment of corresponding invoice and maintain a line of credit for such purposes.
3. The Contractor will be paid per campaign, not as a flat percentage or predetermined rate of the total budget allotted for Advertising.
4. The Contractor must pass on all reductions, in cost, such as media volume, media buying discounts, early payment discounts, and/or unplaced for each project.
5. All subcontracted work must be billed at cost to the State – No Mark-up of any kind, including fees or commissions can be applied to any subcontracted work completed for the State or the subcontractor's behalf.
 - a. The Contractor must also pass on all reductions in costs from subcontractor and supplies, with accompanying documentation to validate the savings, and rate billed.
 - b. The Contractor must also pass on all reductions in cost, such as volume, media buying discounts, and/or unplaced media on each project.
 - c. The State will not accept fees of any kind from 3rd-party (subcontractors), fees must be accounted for in the Contractor Maintenance Fee – Fixed Annual Price.
6. The current annual budget for MET is \$1,425,000.00 – the State can only commit funds in the Fiscal Year (FY) that are available and approved by the MET Board of Directors. The State cannot guarantee any funds beyond those issued for a specific project under this Contract or subsequent Change Notice.
7. The State does not guarantee a minimum or maximum volume of Services to be provided under Contract.

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8. The State reserves the right to add additional Statements of Work (SOWs) and additional Services via Change Notice (CN). All additional Services will be priced on a case-by-case basis at the mutual agreement between the State and the Contractor, and adherence to Schedule B – Pricing specifications.
9. **Account Management Fee – Fixed Annual Price:** The fee indicated in the table below indicated the total amount that will be charged to maintain the Project(s) defined in this Contract.
- A. The Account Management Fee must be great enough to cover all management services related to the project, including:
- Communications and Marketing, Market Research (of any kind)
 - Project Management and Planning and Implementation,
 - Creative, Production and additional services (Public Relations).
 - And all other overhead costs.
- B. The Account Management Fee – Fixed Annual Price may be adjusted by the issuance of a Change Notice, for, but not limited to the following reasons:
- The Fixed Annual Price may be altered (increased) depending on additional work added to an active SOW.
 - Each additional SOW added will be assigned its own Account Management Fee – Fixed Annual Price for services to be performed.

Account Management Fee – Fixed Annual Price
\$34,000.00
Please Note: The Account Management Fee – Fixed Annual Price includes Prices Per-Hour for employees (Listed in pricing Section 11 of Schedule B - Pricing.) and items identified in Section 7.A, B & C of Schedule B – Pricing.

10. Media Placement Agency Fee:

The percentage indicated in the table below indicates the percentage that the Contractor will charge to maintain the Project(s) defined in this Contract.

- A. The Contractor must propose a commission percentage that will be used to compensate the Contractor for all Media Placement Services including:
- Media Placement
 - Traffic
- B. The Contractor Maintenance Fee will be applied to any future projects added via Change Notice.

Media Placement Agency Fee
6.8%

11. Contracted Positions – Please note, additional positions may be added by the State at a future date, all additional staff will be added via Change Notice. The Per-Hour pricing provided by the Contractor in this section is one factor that comprises the Account Management Fee – Fixed Annual Price.

Position	Hourly Rate
Contractor Representative	\$140.00
Senior Level Strategic Counsel / Firm Principal	\$140.00
Account Manager	\$120.00
Creative / Art Director	\$130.00
Media (Team) Coordinator	N/A (covered under Media % fee)
Social Media Coordinator (Specialist)	\$120.00
(Senior) Public Relations Coordinator (Manager)	\$140.00
Billing Coordinator	\$100.00
Clerical	\$90.00
Production Coordinator	\$125.00
Coder	\$120.00

SCHEDULE C – PROJECT PLAN

The Contractor will carry out this project and any subsequent projects under the direction and control of the State's applicable Program Manager. Please be advised Schedule D, is subject to change and will be updated on an as needed basis to reflect work to be completed by the Contractor.

All work performed must be approved by the State prior to any completion of project activity.

Project Plan Tasks and Sub-tasks	Staff Resources & Rate	Timing	Estimated Hours
LAUNCH AND ONGOING ACCOUNT MANAGEMENT			Fixed Fee
Launch Preparation: Catalog important facts, data sources and questions; create an agenda for MET's advance review to facilitate a productive kickoff	Account Manager (\$120/hr) Strategic Planning Director (\$140/hr) Research Manager (\$130/hr) Clerical (\$100/hr)	Immediately upon contract award	6 hrs
Kickoff Meeting: Confirm MET program goals and communication goals, define success, exchange relevant information and discuss timing requirements, approval timing and evaluation metrics	Contractor Representative (\$140/hr) Account Manager Strategic Planning Director	Within 10 calendar days of contract award	6 hrs
Revise Project Plan: Update and finalize the project plan based on agreements made within two days of kickoff meeting	Contractor Representative Account Manager	2 days after kickoff meeting	2 hrs
Project Management: Ongoing management of all activities/tasks associated with the development and implementation of a statewide campaign as outlined in our communication plan	Account Manager	Ongoing	120 hrs
Campaign Oversight and Budget Management: Oversight of all campaign project deliverables associated with approved budgets	Account Manager	Ongoing	22 hrs
Meetings: - Weekly call/meetings with the MET team - Kickoff meeting (within 10 days of contract award) - Annual planning meeting - Other meetings as required	Account Manager Clerical	Weekly	60 hrs
Weekly Reports: Weekly written reports presented to the MET Program Manager	Account Manager Clerical	Weekly	26 hrs
Quarterly Reports: Submitted to MET Program Manager and Contract Administrator	Account Manager Media Manager (\$140/hr) Sr. PR Manager (\$140/hr) Social Media Specialist (\$120/hr)	4/30/2021 7//31/2021 10/30/2021 1/30/2021	20 hrs

SCHEDULE C – PROJECT PLAN

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Annual Marketing Plan & Report and Presentations: Account manager leads the development and presentation of the annual marketing plan to the MET Program Manager. Once approved, the plan and previous reports are presented to the MET Board by key team members <i>(Note: Additional staff may attend meeting)</i>	Account Manager Strategic Planning Director Contractor Representative	Quarterly board meetings and others, as needed	40 hrs
Account Management Total			302 hrs
Project Plan Tasks and Sub-tasks	Staff Resources & Rate	Timing	Estimated Hours
INTELLIGENCE			
Secondary Research Audit of current data, research, campaign work Stakeholder interviews – One-on-one interviews with State Treasurer Rachael Eubanks; Robin Lott, Executive Director of Postsecondary Financial Planning; MET Executive Director Diane Brewer; and key MET Board Members	Strategic Planning Director (\$140/hr) Senior Strategist (\$130/hr) Research Manager (\$130/hr)	Jan. 11-29, 2021	25 hrs
Primary Research (optional and discussed at launch meeting) Quantitative: Online statewide survey of parents to provide measurable data on current knowledge and attitudes toward college savings in Michigan Qualitative: Online Diary/Focus Groups - Three-day hybrid of online diary and focus groups to engage with parents on their current state of college savings and familiarity with 529 plans - Day 1: Measure current knowledge, Day 2: Test creative and messaging, Day 3: Test enrollment journey and website navigation Qualitative: In-Depth Interviews - Six to 10 interviews with HR leaders and C-suite executives for major employers in Michigan such as manufacturing companies, health plans and hospitals	Strategic Planning Director Senior Strategist Research Manager Clerical (\$100/hr)	Jan. 4 -Feb. 2021	230 hrs
Research Report: Analyze results and draft a comprehensive report of all research activities and implications for the subsequent planning phase	Senior Strategist Research Manager	Mar. 2021	
Presentation and Collaboration: Present research findings to the MET Program Manager and share with MET Board. Discuss findings and review how they impact marketing recommendations	Account Manager Strategic Planning Director Senior Strategist	Mar. 2021	6 hrs

SCHEDULE C – PROJECT PLAN

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Ongoing Intelligence: Monthly campaign monitoring; recommendations to inform future messaging, campaign development and execution made in real time to MET Program Manager - Analyze website, social media, email, webinar and other digital media metrics - Review contract sales data - Review national and other research on college savings - Observe tactics/messages used by other states - Analyze media consumption shifts and trends	Senior Strategist Research Manager Media Manager Clerical	Ongoing	120 hrs
Outside costs (direct expenses): Includes outside research firm to conduct online diary and focus groups. Includes technology platforms, recruitment, incentives, moderating, etc.			TBD
Intelligence Phase Total			381 hrs
Project Plan Tasks and Sub-tasks	Staff Resources & Rate	Timing	Estimated Hours
Annual Marketing Plan & Campaign Direction			
Campaign Plan & Creative Brief: Cumulative collection of all information and data from secondary and primary research including detailed audience insights	Strategic Planning Director Senior Strategist	Mar. 2021	2 hrs
Launch and Brainstorm: Meeting with creative and activation team on messaging and creative strategy/concepts; discussion of potential universal campaign messages plus audience-specific needs	Art Director (\$130/hr) Media/PR/Social Team (\$120-\$140 /hrs)	Mar. 2021	10 hrs
Review Audience Outreach Opportunities: Exploration of paid media, social, public relations and content opportunities including a complete audit of materials and online assets and national best practices	Outreach/Engagement Dir. (\$140/hr) Sr. PR Manager Media Manager Social Media Specialist	Mar. 2021	20 hrs
Create High-Level Media (paid, earned, owned) Strategies: Outline of integrated media tactics, audience reach and frequency goals, and expected KPIs (key performance indicators) for target audience and strategy: 1. Build Awareness, 2. Increase Consideration, 3. Activate the "Village" of Influencers	Outreach/Engagement Dir. Sr. PR Manager Media Manager Social Media Specialist Art Director	Mar. 2021	42 hrs
Annual Marketing Plan and Campaign Direction This plan will include: - Goals and objectives - Target audience identification and definition - High-impact key messages and message framework - Recommended strategies and tactics - High-level media recommendations - Recommended metrics for campaign evaluation - Detailed calendar of milestones	Strategic Planning Director Senior Strategist Clerical	Mar. 2021	40 hrs
Annual Marketing Plan & Creative Campaign Direction Total			114 hrs

SCHEDULE C – PROJECT PLAN

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ADVERTISING (CREATIVE) DEVELOPMENT			Estimated Hours
Team Launch: Account manager launches team with a detailed creative brief based on the approved plan and primary research data to develop messaging matrix/strategy to reach key target audiences	Senior Strategist	March July Oct	16 hrs
Ideation: Creative concepting to develop several high-level conceptual directions in alignment with the three key strategies 1. Build Awareness, 2. Increase Consideration, 3. Activate the “Village” of Influencers	Creative Team	March-April Aug Nov	200 hrs
MET Review and Approval: Concepts are presented to the MET Program Manager for review and approval		March-April	
Campaign Development: Creative, Social, PR, Digital and Content: Key specialists work on development of campaign assets that cover all media platforms (paid, owner, earned) for review and approval by MET	Account Manager Creative Team Social/PR/Content Team	April Aug Nov	550 hrs
Project Plan Tasks and Sub-tasks	Staff Resources & Rate	Timing	Estimated Hours
MET Review and Approval: Assets are reviewed, revised and approved by MET Program Manager		April	
Campaign Development: Changes/Refinements Campaign deliverables are revised and final assets are developed for campaign launch; final reviews with MET and final checks by GUD Marketing	Account Manager Creative team	April Aug Nov	250 hrs
Campaign Development: First set of approved deliverables are trafficked to the appropriate media source	Account Manager Creative Team Social/PR/Content Traffic Manager	April	100 hrs
Outside costs (direct expenses): Includes videographers, pre- and post-production and video editing, talent agency fees (if applicable), music and other expenses involved in filming (e.g. mileage, food, lodging)			
Advertising (Creative) Development Total			
CAMPAIGN ACTIVATION			Estimated Hours
Earned and Owned Media			
Public Relations: Tailored earned media strategies, development and pitches to key media outlets statewide that correlate around the campaigns outlined in the communications plan. Spring (529 Day), Fall (Back to School and End of MET Contract Year), Winter (Gift Giving, Tax Deductions, New MET Contract Year). Assist with legislative relationship building and creating materials to develop awareness. Also, handle news conferences and logistics.	Public Relations Manager	April-May Aug-Sept. Dec	300 hrs

SCHEDULE C – PROJECT PLAN

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Social Media & Online Strategies Executed: Organic social engagement, connecting with key influencers, monitoring and assisting with responses (Twitter, Facebook, Instagram, LinkedIn, etc.); collaboration with internal MET marketing team; ongoing support as needed	Social Specialists	April-May Aug-Sept. Dec	200 hrs
SEO: Search term's analysis and content update recommendations coordinated with DTMB	Digital Specialists	April-May Aug-Sept. Dec	20 hrs
Content Marketing: Editorial content writing for major news outlets, minority publications and other key target audience information sources	Public Relations Manager	April-May Aug-Sept. Dec	100 hrs
Experiential Marketing: Any possible events or opportunities to create engagement with content/information with key target audience groups	Experiential Marketer	April-May Aug-Sept. Dec	150 hrs
Outside costs (direct expenses): Includes assets to support earned media and experiential events such as banners, printing costs, merchandise, venue/sponsorship fees, and other expenses involved in event marketing (e.g. mileage, food, lodging)			TBD
Earned and Owned Media Total			770 hrs
Project Plan Tasks and Sub-tasks	Staff Resources & Rate	Timing	Estimated Hours
CAMPAIGN ACTIVATION, cont'd			Estimated Hours
Paid Media			
Audience-Specific Media Research: Utilize the leading audience insight and media-consumption tools to further define characteristics of each priority audience	Media Manager (\$140)	March June Oct.	20 hrs
Develop Media Impact Strategy: Establish the right series of touch points that will trigger the desired outcome based on each of the three key strategies: strategy: 1. Build Awareness, 2. Increase Consideration, 3. Activate the "Village" of Influencers	Media Manager (\$140) Media Buyer (\$130) Media Specialist (\$120)	March June Oct.	80 hrs
Involve Media Partners and Assess Proposals: Engage media partners to help identify opportunities that align with campaign objectives; Review and assess media proposals as they are received, employing evaluation and planning tools, such as SQUAD	Media Manager Media Buyer Media Specialist	March June Oct.	30 hrs
Develop Comprehensive Media Plan and Schedule: Outline recommendations including: - Target audience groups - Paid media outlets - Flight dates and geographic markets - Messages/advertising assets - Budget by tactic - Media weight (such as GRPs) for each market - Project outcomes	Media Manager Media Buyer Media Specialist	March June Oct.	80 hrs

SCHEDULE C – PROJECT PLAN

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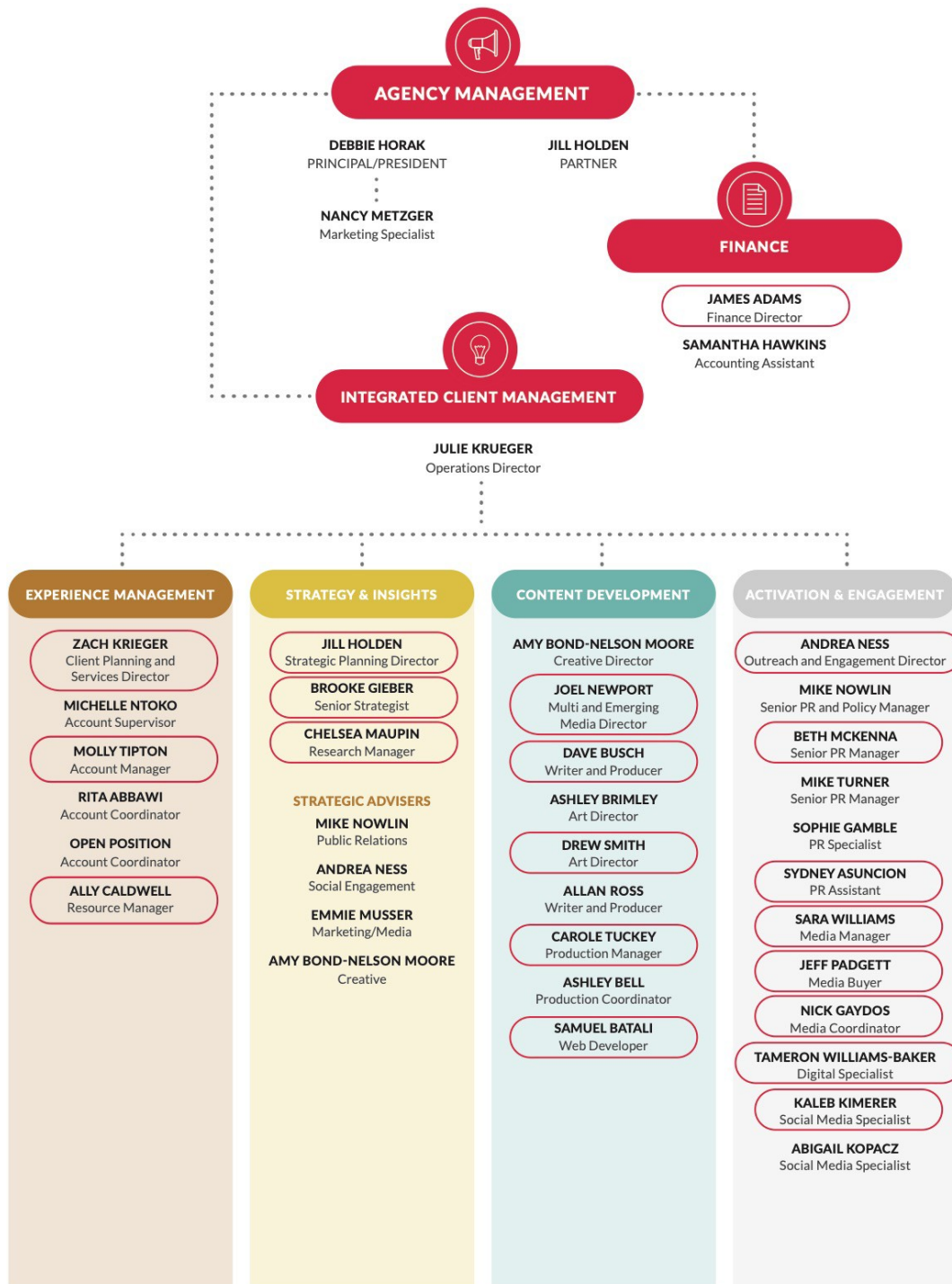
MET Review and Approval: The plan will be submitted to MET as a Media Buy Approval Report a minimum of two weeks prior to purchase for approval	Media Manager Media Buyer Media Specialist	March June Oct.	
Place Media Buys: Execute detailed insertion orders, multiple rounds of negotiation and secure value added (goal of 40% bonus placements)	Media Manager Media Buyer Media Specialist	April-May Aug-Sept. Dec	300 hrs
Media Buy Reporting: Reports for all media buys will be submitted to the MET Program Manager no later than two months after the media buy concludes; each report will detail all tactics, costs, target audiences, runtimes, bonuses, approval dates, etc., as requested in Section 5.F.	Media Manager Media Buyer Media Specialist	July Nov Feb	100 hrs
Ongoing Optimizations, Invoice Reconciliation and Makegood Negotiations, as needed: Careful review of all invoices to ensure accurate delivery for each contract; update the annual media plan throughout the year as necessary to reflect any changes that impact it; all changes submitted to MET Program Manager for prior approval	Media Manager Media Buyer Media Coordinator Billing Coordinator	April-May Aug-Sept. Dec	100 hrs
Paid Media Total (includes agency fee @ X%)			710 hrs

SCHEDULE C – PROJECT PLAN

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Project Team and Organizational Chart

The following key staff members make up our core team for this work, led by account manager Molly Tipton, who will continue to serve as the primary point of contact for MET with support from the entire agency as needed.



SCHEDULE C – PROJECT PLAN

Project Plan – with cost breakdown

Projects, Tasks and Subtasks	Staff Resources	Budget
PROJECT MANAGEMENT		
- Advanced preparation and kickoff meeting - Project management of campaign deliverables - Campaign oversight and budget management - Meeting attendance and coordination - Reporting: weekly, quarterly, annual - Annual marketing plan and report - Presentations, including board presentations	Account Manager Strategic Planning Director Research Manager Contractor Representative	\$34,000
INTELLIGENCE		
- Secondary research - Audit of current data, stakeholder interviews - Primary research (optional): quantitative and qualitative - Statewide survey, online diary/focus groups, in-depth interviews - Research report and presentations, including board presentation - Ongoing intelligence	Strategic Planning Director Senior Strategist Research Manager	\$120,000
THREE CORE CAMPAIGN OBJECTIVES		
1. Build awareness of MET as a critical, viable tool that can help Michigan families save today for higher education tomorrow.		
Communications Strategy: Utilize broad paid advertising tactics to attract new audiences, keep MET top of mind year-round. High-visibility communications vehicles, strong reach among parents in priority geography.		
- Strategic Planning - Campaign plan and creative brief – broad reach - Advertising (Creative Development) - Ideation, campaign development – universal theme - Activation: Earned, owned and paid media planning, placement, reconciliation and ongoing campaign optimizations - Tactics: TV/video, radio/digital audio, digital ads, paid social, events, paid search - Reporting: Weekly, quarterly, annual	Full G&D Marketing team dedicated to MET as outlined in the organizational chart above	\$447,250
2. Increase consideration of MET's unique savings advantage: A little goes a long way.		
Communications Strategy: Ramp up messaging and increase personal relevance during proven high-enrollment time frames – Tax time (Mar./Apr.), Back to school/College Savings Month (Aug./Sept.), Gifting/tax deductions (Dec.). Use targetable paid tactics to drive learning/interaction, explore and engage with MET. High-frequency, targeted messaging addressing barriers to saving and strategies for success. Follow through conversion to promote action (call, use coupon code, virtual enrollment session, download enrollment kit).		
- Strategic Planning - Campaign plan and creative brief – highly targeted - Advertising (Creative Development) - Ideation, campaign development – audience-specific	Full G&D Marketing team dedicated to MET as outlined in the organizational chart above	\$573,750

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• Activation: Earned, owned and paid media planning, placement, reconciliation and ongoing campaign optimizations ○ Tactics: content marketing, social media, events, public relations, email marketing, dedicated grandparents outreach materials • Reporting: Weekly, quarterly, annual		
Projects, Tasks and Subtasks	Staff Resources	Budget
3. Activate the “village” of influencers to support parents and encourage saving with MET. <i>Communications Strategy: Lawmakers – Promote bipartisan effort to ease future student debt and reach postsecondary attainment goals. Social influencers, MET contract holders, other moms – Partner with social influencers to use trusted voice to build credibility in MET. Utilize MET contract holders to demonstrate proven success, manageable strategies for saving and impact to child/family. Develop unique “gift” that all parent influencers – grandparents, siblings, aunts, friends – can give year-round to normalize and encourage gifting MET.</i>		
• Strategic Planning ○ Campaign plan and creative brief – maximum engagement • Advertising (Creative Development) ○ Ideation, campaign development – influencer messages • Activation: Earned, owned and paid media planning, placement, reconciliation and ongoing campaign optimizations ○ Tactics: Road show, leadership roundtable, NPR, dedicated employer materials and outreach, social influencers, MET ambassadors, engagement marketing • Reporting: Weekly, quarterly, annual	Full G&D Marketing team dedicated to MET as outlined in the organizational chart above	\$255,000
		\$1,425,000