REQUEST FOR PROPOSALS
RFP: NC - State Travel Guide 2017

TITLE: NC - State Travel Guide 2017

ISSUEING & APPROVING AGENCY: Visit North Carolina
A unit of the Economic Development Partnership of NC

ISSUE DATE: January 28, 2016

Sealed Proposals will be received until 3 p.m., February 19, 2016 EST for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS AS SHOWN BELOW:

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IMPORTANT NOTE: Indicate firm name and RFP Title on the front of each sealed proposal envelope or package.

Bids submitted via telegraph, facsimile (FAX) machine, telephone, and other electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be accepted.

Direct all questions concerning this RFP prior to close of business on February 4, 2016 by email to: Mark Shore at mark.shore@VisitNC.com with a subject line of exactly & only: RFP NC State Travel Guide 2017

Important note: Questions concerning the specifications in this Request for Proposals will be received, by email only, until close of business February 4, 2016. A summary of ALL questions with answers will be posted online at http://partners.visitnc.com/requests-for-proposals.html within three business days.
SECTION 1

Introduction

Visit North Carolina, a division of the Economic Development Partnership of North Carolina, hereinafter referred to as "VisitNC," is seeking a highly qualified and competent publisher, hereinafter referred to as "Offeror" or "Contractor," to produce the 2017, 2018 and 2019 Official North Carolina Travel Guide in both printed and digital format. Proposals for both a singular comprehensive guide and a split guide approach will be accepted. A split guide approach would include an “Inspiration” piece printed separately from, but in addition to, a “Directory” piece. Proposals for either the “inspiration” guide or the “directory” guide will be accepted and considered.

The Official North Carolina Travel Guide is the primary consumer fulfillment publication for the State in its national and international efforts to promote North Carolina as a premier travel destination. The printed piece is complementary to the State’s official travel planning website, www.visitnc.com. Quality, integrity and innovation are key values for VisitNC’s fulfillment collateral. The successful Offeror will exhibit, maintain and expand these values.

All versions of the Guide must be comprehensive, divided geographically and topically, have outstanding writing photography and design, maintain excellence in printing, support the state’s messaging, complimenting the consumer website VisitNC.com, have a clean, user-friendly layout with highly readable fonts, and logical design. Offerors may refer to the 2015 Official North Carolina Travel Guide for previous standards for editorial, layout, advertising, printing and the online guide.

Any and all advertising sales for the Travel Guide will be the responsibility of the Offeror.

SECTION 2

Scope of Services

1. Contractor must produce the guide in accordance with all applicable state laws.

2. All materials provided or associated specifically with the selling and production of the guide are the property of VisitNC.

3. Contractor is to publish the guide at zero or minimum cost to VisitNC. VisitNC will not directly receive funds from advertising sales. Contractor's primary, and preferably sole, compensation is the advertising revenue from the guide and from other revenue-generating programs approved by VisitNC.

4. The publication will not be advertiser driven, but will include comprehensive editorial and content without connection to advertising sales agreements, combined with paid advertising. Contractor is to include ad sizes and costs in proposal. VisitNC and Contractor will agree on ad sizes, design, placements, premiums, special positions, and corresponding ad rates prior to award of contract and in subsequent years of the contract. Attention to affordable advertising options is a priority.

Advertising within the publication must be clean and consistent. VisitNC reserves the right to approve all advertising design, content and photography. Contractor is responsible for collection of advertising materials, design and layout of individual ads. Contractor is responsible for correctness of advertising copy and must have in place a system allowing individual advertisers to proofread and approve ads created by the contractor. Advertisers who are allowed to submit their own ads are to proof and approve the ads before they are submitted to the contractor.

5. Ad rates and sizes must allow for maximum participation from industry partners. A strategy for achieving a high level of participation from across NC’s 100 counties should be included.

6. The back cover(s) of the publication will be reserved for VisitNC at no cost. Generally this back cover will be part of a cover wrap using authorized photography, and unless otherwise agreed it will include official indicia and return address for mailing purposes.

7. VisitNC will provide Contractor with a letter of introduction and endorsement.

8. VisitNC will waive one registration fee for attendance by Contractor at the VisitNC365 Conference (formerly the North Carolina Governor's Conference on Tourism). Conference Program guide may also be printed by Contractor.
9. VisitNC and Contractor will work jointly to develop layout and editorial. VisitNC will provide listing data on attractions, accommodations and tourism contacts via electronic export for listing in the Travel Guide as free editorial. Contractor must have the ability to receive data in a standard database file format (e.g. tab- or comma- separated text) and to manipulate data accurately for print publication.

Contractor will be responsible for editing and proofing all copy and for layout of the guide in accordance with VisitNC’s criteria.

With approval of VisitNC, Contractor is responsible for development of all general editorial content not provided through the export.

10. At no charge, Contractor will have full and complete usage of VisitNC’s electronic photography library for purposes of guide illustration however VisitNC’s photo library should not be the primary provider of photos. The cost of all additional photography shall be the responsibility of the Contractor. Contractor will not use VisitNC’s photography for any uses other than the North Carolina Travel Guide.

11. VisitNC will require a meeting with the editorial and management at Contractor's place of business prior to award of contract.

12. Contractor must supply each advertiser with two guide copies. Contractor is responsible for all advertising cost aspects including but not limited to proofreading, marketing, billing, collection and all other activities.

13. Contractor and VisitNC will agree to a timeline/production schedule for printed and online guides each year. The production schedule should be comprehensive and it must specify deadlines for Contractor and VisitNC regarding, but not limited to, exports, receipt and return of proofs and publication and delivery dates.

14. Via email, Contractor must provide VisitNC with a monthly status report on advertising sales and editorial/layout production schedule.

15. VisitNC must approve all layout and advertising material step-by-step. Contractor will assume expense of forwarding material to VisitNC. Use of unapproved design, editorial, advertising or printing aspects of the guide will result in loss of contract.

16. If Contractor fails to meet VisitNC guidelines in production or delivery of guide, the result will be suspension of contract.

17. Throughout the term of this contract, VisitNC retains all rights of ownership to all VisitNC-owned materials associated with the guide, including editorial and photography. Upon request, the Contractor must relinquish all materials – including film, copy, data, art, proofs, state-owned photography, etc. No further use of this material will be permitted without the expressed consent of VisitNC.

18. At the discretion of VisitNC, Contractor must be able to include a pull-out map of the state in the guide and price such as an add-on option in the proposal.

19. Contractor must demonstrate ways to promote the guide that will require no additional cost to State. Examples may include, but are not limited to, mailing lists, newspaper inserts or Web promotions.

20. Contractor will be available for cooperative marketing opportunities, including the VisitNC365 Conference (March 13-15, 2016) and the Mid-Year Marketing Update(s) (September/October), which may require working with VisitNC’s advertising agency (Luquire George Andrews) and/or other designated entities.

21. Contractor shall provide monthly reporting to the satisfaction of VisitNC regarding usage of electronic versions of the Travel Guide.

22. This contract shall run for a period of three years, effective following February 19, 2016 on date of signed contract, with the option for up to two (2) one year renewals.
SECTION 3

TECHNICAL SPECIFICATIONS

Following are minimum technical specifications:

Contractor is responsible for all production and development costs including but not limited to copy, layout, design, proofreading and printing. Each and every aspect of the guide production is the financial responsibility of the Contractor.

VisitNC, in partnership with NC Welcome Centers and 1-800-VisitNC call center, will distribute the guide through the traditional outlets at no cost to the Contractor, unless Contractor offers alternative distribution options.

Throughout production, Contractor is to allow for alterations as necessary to ensure that the Travel Guide is as accurate and complete as possible.

Contractor is required to have competent quality control staff present at printing and VisitNC retains the right to be on premises during printing if deemed necessary.

Contractor should use vendors and subcontractors that are carbon neutral; FSC or FSC Chain of Custody Certified are preferred. Please specify.

QUANTITY:
Option 1: 450,000 guides, unless otherwise specified by VisitNC at the annual meeting between Contractor and VisitNC. A five percent (5%) overage will be allowed on quantity; no underage is acceptable.
Option 2: 225,000 inspiration guides and 225,000 directory guides, unless otherwise specified by VisitNC at the annual meeting between Contractor and VisitNC. A review of past NC Travel Guides reveal there exists a fairly clear separation of inspiration pages (photos and stories) and directory pages (listings). A split print option will be considered this year as roughly half of all Travel Guide requests are prior to a traveler’s decision is made (rationale for inspiration piece) and half are distributed to visitors after their decision to visit has been made (rationale for directory piece). A five percent (5%) overage will be allowed on quantity; no underage is acceptable.

COVERS: Provisions for up to 3 different covers printed to represent 1 each the Mountains, Piedmont and Coast.

ART/PRODUCTION: Contractor is responsible for completing all aspects of production from concept and design through layout, color and proofs, with the VisitNC having final approval on all aspects of production.

TRIM: Size is restricted to no larger than 8 3/8” x 10 7/8” in order to be inserted into standard response envelope if necessary. Must be perfect bound. Trim sizes differing from these boundaries might be considered with appropriate rationale.

PAPER: Prefer a minimum of #4 grade text and #1 grade cover stock. Paper must be certified as recyclable according to the Federal Trade Commission and must contain at least 10 percent recycled post-consumer content. Contractor should provide sample paper stock as a part of the proposal. VisitNC has final approval on paper selection.

INK: Four-color process required throughout. Covers 1 and 4 must be aqueous coated.

PAGES: Approximately 176-200 pages combined plus cover (Option 1). Approximately 120 pages plus cover directory guide, and approximately 60 pages plus cover inspiration guide (Option 2).

PHOTOGRAPHY: Quality, high-resolution reproduction of all photography is critical.

TYPE: Font and size must be readable and will be agreed upon by VisitNC and Contractor.

PROOFING: Contractor is required to provide proofs in three stages. Laser page proofs are required for the two initial proofs; composite color proofs are mandatory for the final proof. VisitNC reserves the right to make corrections and approve revised proofs.

Contractor must provide professional proofreading services for the entirety of the guide.

VisitNC has no responsibility for content accuracy of ads. The Contractor shall be responsible for securing ad materials and final advertisement approval from advertisers. VisitNC will approve advertising and guide layout and design.
PACKAGING: Sturdy cartons no heavier than 40 lbs., clearly marked with contents and quantity of guides. Custom cartons to exact size, or additional packing is required to prevent cartons from crushing.

DELIVERY: Contractor is to deliver the guides to ten North Carolina sites no later than December 15 of each contract year, and must coordinate deliveries with VisitNC. Inside delivery is required at all points. Main warehouse delivery is on packed skids; all others require breakdown of skids and hand delivery. Contractor is prohibited from selling or distributing the guide to outlets other than those outlined by the State. Click [here](#) to see the list of Welcome Center locations; Warehouse address is 3221 Durham Dr., Raleigh, NC 27603.

NOTE: Contractor is responsible for all delivery costs. In the event of default on delivery, the penalty for such default will be determined by VisitNC and the cost will be passed to Contractor. The online guide and all its content must be delivered to VisitNC’s advertising agency no later than December 15 of each contract year to be integrated within VisitNC.com. All software used to develop the guide as well any additional tools used to developed or initiate video must be embedded within or included in the packaging of the online guide.

FRAMED COVER REPRODUCTIONS: Contractor is required to produce commemorative framed cover reproductions in a quantity specified by VisitNC. VisitNC reserves the right to mandate the size and style of the reproductions.

DISPLAY BLOW-UP COVER REPRODUCTIONS: Contractor is required to produce blow-up cover reproductions for presentation and display by VisitNC at press conferences and other events. VisitNC reserves the right to mandate the number and size of reproductions needed for these events.

ONLINE: Contractor must provide an online version of the Travel Guide fully compatible with tablet and smartphone applications in multiple formats (iPad, iPhone, Android, etc.) at no cost to the VisitNC.

SECTION 4

Evaluation Criteria
- Demonstrated experience in producing high-quality publications (35 percent)
- Familiarity with North Carolina’s tourism industry, including key personnel at tourism authorities, attractions and a working knowledge of the mission and operations of VisitNC. (15 percent)
- Other relevant experience and knowledge in publishing (20 percent)
- References from clients for which similar services have been provided (10 percent)
- Demonstrated experience in use of technology to expand the scope, reach and usability of the Travel Guide. (20 percent)

Format of the Response
- One original proposal (paper)
- Two copies of the proposal (paper)
- 5 jump/flash drives containing copies of the entire proposal (electronic) in PDF files
- Faxed or e-mailed submissions will NOT be accepted
- Proposals must be received at: 15000 Weston Parkway, Cary, NC 27513 prior to 3pm EST on February 19, 2016
Section 5

CONTRACT TERMS AND CONDITIONS

Contract Term
The term of this contract begins March 1, 2016 and expires January 30, 2020.

Contract Administrator
VisitNC shall designate one person as the Contract Administrator for this contract. This person will be responsible for the following duties:

1. The Contract Administrator and liaison for the contract will be Wit Tuttell, Economic Development Partnership of NC, VP of Tourism. The Contract Administrator will approve the timeline, all barters, menus and purchases made for VisitNC.

2. Oversight of the project, once contract is initiated, shall be assigned to Mark Shore, VisitNC Director of Tourism Marketing.

3. Determination as to whether the Publisher is satisfactorily performing the services delineated in the contract shall be at the discretion of the Contract Administrator. In the event that performance is unsatisfactory, the Contract Administrator shall be responsible for initiating notifications to the Publisher as outlined in the contract. Any desired change in the contract must be approved by the Contract Administrator.
THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued in January 2016 to prospective contractors.

2. A deadline for written questions is set. (See cover sheet of this RFP for details.)

3. Proposals should be submitted to include: one original, 2 copies and 5 flash/thumb drives containing one PDF version will be received from each offeror in a sealed envelope or package. Each original should be signed and dated by an official authorized to bind the firm.

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

5. Proposals will be opened the next business day following the close of the RFP. Parties are cautioned that the costs and their components are subject to further evaluation for completeness, correctness & understanding and therefore may not be an exact indicator of an offeror’s pricing position.

6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror recognizing that the submitted proposal may stand alone as the source of evaluation and award.

7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and other criteria outlined above. Financial information, statements and/or documents submitted with a proposal shall be evaluated to determine: whether the offeror has sufficient ability to perform the contract; whether the offeror is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether offeror has provided complete, reliable and accurate financial information regarding its business operation; whether the offeror is financially solvent; and whether offeror has sufficient cash flow and/or available financing from a financial institution to perform and complete the proposed contract for up to 60 days without receiving payment from VisitNC if such is due. The evaluators may randomly select at least three of offeror’s references, but the evaluators reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror’s proposal. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to VisitNC.

In addition to any other evaluation criteria identified in the solicitation document, the agency shall, for purposes of evaluating proposed or actual contract performance outside of the United States, consider the following factors to ensure that any award will be in the best interest of VisitNC:

- Total cost to VisitNC
- Cost of advertising for VisitNC partners (CVB’s, Attractions, Hotels, etc.)
- Level of quality provided by the vendor
- Process capability across multiple jurisdictions
- Protection of VisitNC’s information and intellectual property
- Availability of pertinent skills
- Ability to understand VisitNC’s business requirements and internal operational culture as a contractor for The State of NC
- Risk factors such as the security of VisitNC’s digital information and database
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

8. Offerors are cautioned that this is a request for offers, not a request to contract, and VisitNC reserves the unqualified right to reject any and/or all offers when such rejection is deemed to be in the best interest of VisitNC and the EDPNC.
PROPOSAL REQUIREMENTS

The response to this RFP shall consist of the following sections:

Corporate Background and Experience
Financial Statement
Project Staffing and Organization
Technical Approach
Cost Proposal

1. Corporate Background and Experience

   This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for whom similar work has been performed shall be included and the list shall include all similar contracts performed by the offeror in the past two years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the offeror’s proposal.

2. Financial Statement

   The offeror shall provide the following financial information:

   • Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement and, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the offeror shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)); or

   Recent shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

   Offerors are also encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations.

   All financial information, statements and/or documents provided in response to this proposal requirement shall be kept confidential. Pages deemed to include confidential information should be clearly marked as such on all originals, copies and pdf versions of the proposal.

3. Project Organization

   This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project.

   The offeror shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, potentially including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4. Technical Approach

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

5. Outsourcing

   The Vendor must detail the manner in which it intends to utilize resources or workers located outside of the United States and those outside North Carolina, VisitNC will consider the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of VisitNC.

   For any proposed or actual utilization or contract performance outside of the United States, the offeror’s proposal must include:

   a) The location of work performed under contract by the vendor, any subcontractors, employees, or other persons performing the contract.

   b) The corporate structure and location of corporate employees and activities of the vendors, its affiliates or any subcontractors.

   VisitNC may debar a vendor from participation in the bid process and from contract award if it is determined that the vendor has refused to disclose or has falsified any information provided herein.
By submitting this proposal, the potential contractor certifies the following:

This proposal is signed by an authorized representative of the firm.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The offeror is aware of prevailing conditions associated with performing these services (if applicable).

The offeror can and will provide the specified performance bond or alternate performance guarantee (if applicable).

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services for a cost not to exceed $_____________.

OFFEROR:  __________________________________________________________

ADDRESS:  __________________________________________________________

CITY, STATE, ZIP:  ____________________________________________________

TELEPHONE NUMBER:  _____________________ FAX:  _____________________

E-MAIL:  _____________________________________________________________

Principal Place of Business if different from above

____________________________________________________________________

Will any of the work under this contract be performed outside the United States?  □ Yes  □ No (If yes, describe in technical proposal.)

BY:  _________________________________ TITLE:  ___________________________ DATE:  __________________

(Signature)

(Printed name)

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

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ACCEPTANCE OF PROPOSAL

(VisitNC / EDPNC authorizing agent)

BY:  __________________________________ TITLE:  ___________________________ DATE:  _________________
1. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

2. CERTIFICATION: By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

3. ORAL EXPLANATIONS: VisitNC shall not be bound by oral explanations, conversations or instructions given at any time during the competitive process or after award.

4. REFERENCE TO OTHER DATA: Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.

5. ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed double sided.
- All submittals and copies are printed on recycled paper.
- Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal and recycling of paper materials.

6. COST FOR PROPOSAL PREPARATION: Any costs incurred by offerors in preparing or submitting offers are the offerors’ sole responsibility. The State of North Carolina, VisitNC nor the EDPNC will reimburse any offeror for any costs whatsoever incurred prior to award.

7. TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 day period is requested to allow for unforeseen delays.

8. TITLES: Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

9. CONFIDENTIALITY OF PROPOSALS: In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the opening of the proposals and before the award of the contract), unless VisitNC’s purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit or convey to the issuing and/or using agency any information commenting on the ability or qualifications of other offerors to perform the advertised contract and/or the other offerors’ proposals and/or prices at any time during the process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of VisitNC, from contract award. Only discussions authorized and initiated by the issuing agency are exempt from this provision.

10. RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of VisitNC when received.

11. OFFEROR’S REPRESENTATIVE: Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm’s proposal.

12. SUBCONTRACTING: Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

13. PROPRIETARY INFORMATION: Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by North Carolina laws: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

14. TERMINATION: VisitNC may terminate this agreement at any time by 30-days notification in writing from VisitNC to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the VisitNC, become its property. If the contract is terminated by VisitNC as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

15. AVAILABILITY OF FUNDS: Any and all payments to the Contractor are dependent upon and subject to the availability of funds in current and future fiscal cycles through the EDPNC to VisitNC for the purpose set forth in this agreement.
LIMITATIONS

1. This request for proposal is not an offer.

2. As a recipient of this RFP, You (a.k.a. “Your”), as an independent consultant, firm, company, partnership, or network of individuals or firms have been invited to participate in VisitNC’s search and You agree to be bound by any terms and conditions related to VisitNC’s secrecy and proprietary rights, or if a separately executed Secrecy and Proprietary Rights and/or Non-Disclosure Agreement between You and VisitNC exists, by the terms of that document.

3. Following the due date for submission of this RFP, and prior to establishing a contract, the RFP response shall be considered binding on the bidder until such time as VisitNC selects and negotiates contract terms with the winning bidder, but in no event beyond 1/1/17.

4. Hold Harmless – In submitting a proposal(s), You understand that VisitNC will determine in its sole discretion, which proposal(s), if any, is/are accepted. You waive any right to claim damages of any nature whatsoever based on the selection process, final selection, and any communications associated with this RFP process.

5. Proprietary Document – You agree that all information communicated by VisitNC shall be received for the sole and exclusive purpose of enabling You to submit a response to this RFP. The information contained in this RFP and the RFP itself, is proprietary in nature and shall not, under any circumstances, be disclosed, in whole or in part, to any third parties without the prior written approval of VisitNC.

6. Proprietary Rights – By responding to this RFP, You acknowledge that VisitNC will have the right to use, for VisitNC’s own business needs, any ideas or concepts You present in Your RFP response, without compensation to Your firm (VisitNC shall not construe this to be a license to reproduce copyrighted and/or trademarked materials).

7. The issuance of this document and the receipt of the information in response to this document shall not in any way cause VisitNC to incur any liability or obligation to You, financial or otherwise. VisitNC assumes no obligation to reimburse or in any way compensate You for expenses incurred in connection with Your response to this document.

8. All proposals received shall become the property of VisitNC and will not be returned to You.

9. VisitNC may seek to procure only part of the services proposed by You or other suppliers in this process. VisitNC may reject any or all proposals. VisitNC shall have no obligation to award a contract for work, goods, and/or services as a result of this solicitation. VisitNC may make an award to other than the lowest bidder. VisitNC may change the Scope of Services, Technical Specifications, Evaluation Criteria, Contract Terms and Conditions, and any other factor involved in this RFP at its sole discretion in an attempt to develop the best marketing and advertising for the visitor industry in North Carolina.

10. VisitNC reserves the right to change the schedule of events, as deemed necessary.

11. VisitNC is committed to diversity and inclusion of our workforce, customers, consumers and suppliers. To that end we encourage diverse suppliers, contractors, and sub-suppliers to bid on opportunities to provide our VisitNC with high quality goods and services at a reasonable price. Selection of a contractor shall be made without regard to race, sex, religion, age, national origin, disability, military status or any other characteristic protected under applicable law.

12. Any other business partner and vendor with whom You work to respond to this RFP must agree to these conditions.

13. If you do not agree to the above conditions, please do not respond to this RFP.