

**SUNY**  
**SCHENECTADY**  
 COUNTY COMMUNITY COLLEGE

<i>PROCUREMENT:</i>  SUNY Schenectady County Community College  Public Relations & Marketing Services	<i>PROCUREMENT NUMBER:</i>  <b>RFP 2021-03</b>
	<i>RELEASE DATE:</i>  December 1, 2020
	<i>DUE DATE/TIME:</i>  <b>January 22, 2021, 3:00 pm</b>

*SUNY Schenectady County Community College (SUNY Schenectady) reserves the right to postpone, withdraw, discontinue or cancel this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Receipt of proposal materials by SUNY Schenectady or submission of a proposal to SUNY Schenectady confers no rights upon the proposer nor obligates SUNY Schenectady in any manner. SUNY Schenectady reserves the right to waive non-material irregularities in proposals, if such action is in its best interest. Any such waiver shall not modify remaining RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.*

<b>TIMETABLE OF KEY EVENTS</b>	
RFP Release Date	December 1, 2020
Pre-Proposal Conference (Teleconference)	December 15, 2020, 10:30 a.m.
Deadline for Submission of Bidder Questions	December 21, 2020, 4:30 p.m.
Issuance of Response to Bidder Questions	January 8, 2021
<b>DEADLINE FOR SUBMISSION OF BIDS</b>	<b>January 22, 2021, 3:00 pm</b>
Level II Presentations	Week of February 15, 2021
Anticipated Notification of Proposed Award	March 15, 2021
Anticipated Commencement of Project Services	April 1, 2021

CONTENTS

**TIMETABLE OF KEY EVENTS**..... 1

LEGAL NOTICE ..... 4

NON-BIDDER’S RESPONSE ..... 5

1. INTRODUCTION and BACKGROUND..... 6

2. PURPOSE ..... 6

3. MINIMUM QUALIFICATIONS ..... 7

4. DURATION ..... 7

5. GENERAL COMMENTS ..... 7

6. PRE-PROPOSAL CONFERENCE..... 8

7. CLARIFICATION OF PROPOSAL ..... 8

8. ADDENDA..... 8

9. PROPOSAL DEADLINE ..... 8

10. DISCLAIMERS ..... 9

11. ERRORS IN THE RFP ..... 9

12. QUESTIONS REGARDING THE RFP ..... 9

13. DEBRIEFING OF UNSUCCESSFUL PROPOSERS ..... 10

14. NOTIFICATION TO FIRMS SUBMITTING PROPOSALS..... 10

15. REJECTION OF PROPOSALS ..... 10

16. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS ..... 11

17. AWARD AND EXECUTION OF CONTRACT ..... 11

18. NOTICE..... 11

19. CONFIDENTIALITY AND PUBLICITY /NONDISCLOSURE ..... 12

20. USE AND RELEASE OF BIDDER SUBMISSIONS ..... 12

21. BID SUBMISSION FORMAT: ..... 12

22. PROPOSAL CONTENT AND ORGANIZATION..... 13

23. FREEDOM OF INFORMATION LAW (FOIL)..... 14

24. BILLING & PAYMENT ..... 14

25. TERMS AND CONDITIONS ..... 14

SCHEDULE 1: SCOPE OF SERVICES ..... 15

SCHEDULE 2: PROPOSAL FORMAT AND PROCESS..... 18

SCHEDULE 3: EVALUATION CRITERIA..... 24

COST EVALUATION ..... 24

LEVEL 1 REVIEW: SCORING OF SUBMITTED PROPOSALS ..... 25

LEVEL 2 REVIEW: ORAL PRESENTATIONS ..... 26

EXHIBIT A: BID COST PROPOSAL ..... 27

EXHIBIT B: CONFLICT OF INTEREST STATEMENT..... 28

EXHIBIT C: NON-COLLUSIVE BIDDING CERTIFICATION..... 29

EXHIBIT D: RESOLUTION AUTHORIZING SIGNATURES ..... 31

EXHIBIT E: IRANIAN ENERGY SECTOR DIVESTMENT ..... 32

EXHIBIT F: PERSON AUTHORIZED TO RECEIVE NOTICE ..... 33

EXHIBIT G: REFERENCES ..... 34

EXHIBIT H: RECEIPT OF ADDENDA ..... 37

EXHIBIT I: HYPOTHETICAL FACT PATTERN ..... 38

EXHIBIT J: CONTRACT..... 39

LEGAL NOTICE  
Request for Proposals

*SUNY Schenectady County Community College*  
Public Relations & Marketing Services, RFP 2021-03

SUNY SCHENECTADY is accepting proposals from qualified contractors to provide Public Relations & Advertising Services for the College. Proposals shall cover all labor and materials to perform these services in conformity with the contents of the Request for Proposals.

The Request for Proposals may be downloaded from the BidNet Direct website at: <http://www.bidnetdirect.com/>, from the New York State Contract Reporter website at: <https://www.nyscr.ny.gov/>, or picked up at the Office of Administration, Elston 502, SUNY Schenectady at 78 Washington Avenue, Schenectady, NY 12305. All proposals must be delivered in a sealed envelope/package and marked "Proposal: RFP 2021-03, Public Relations & Marketing Services" no later than 3:00 p.m. on January 22, 2021 to the following address:

SUNY Schenectady County Community College  
ATTN: Office of Administration  
Elston Hall, Suite 502  
78 Washington Avenue, Schenectady, NY 12305

**A Pre-proposal teleconference will be held December 15, 2020, 10:30 a.m. Those wishing to participate should RSVP to [purchasing@sunysccc.edu](mailto:purchasing@sunysccc.edu) and access information will be provided.**

Woman and minority owned businesses are encouraged to submit proposals. SUNY Schenectady County Community College is an Equal Employment Opportunity/Affirmative Action employer.

The College reserves the right to reject any and all proposals, and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the College will be in the best interest of the College.

Dated: December 1, 2020

Office of Administration  
SUNY Schenectady County Community College  
78 Washington Avenue  
Schenectady, NY 12305

CONTRACTOR NAME: \_\_\_\_\_

NON-BIDDER'S RESPONSE

For the purpose of facilitating your firm's response to our request for proposal, SUNY Schenectady County Community College is interested in ascertaining reasons for prospective bidder's failure to respond to "Request for Proposal." If your firm is **not** responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to: Office of Administration, SUNY Schenectady County Community College, Elston Hall, Suite 502, 78 Washington Avenue, Schenectady, NY 12305 or forward electronically to [purchasing@sunysccc.edu](mailto:purchasing@sunysccc.edu) with *RFP Number 2021-03, Public Relations & Advertising, "Non-Bidder Response"* in the subject line.

Solicitation Number: RFP #2021-03

We are *not* responding to this "Request for Proposal" for the following reason(s):

- \_\_\_\_\_ Our services and/or equipment do not meet specifications.
- \_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- \_\_\_\_\_ We are unable to perform the assignment within the time specified
- \_\_\_\_\_ Insufficient time allowed for preparation of bid.
- \_\_\_\_\_ OTHER: \_\_\_\_\_
- \_\_\_\_\_

Thank you for your participation in this bidding process.

*SUNY Schenectady County Community College*  
Public Relations & Marketing Services, RFP 2021-03

***This Request for Proposal does not commit SUNY Schenectady to awarding a Contract. SUNY Schenectady reserves the right to withdraw and/or amend the RFP and to alter the deadline for submission of proposals.***

## 1. INTRODUCTION AND BACKGROUND

SUNY Schenectady County Community College, created in 1969 by the Schenectady County Legislature, is a public community college within the State University of New York. We offer associate degrees and certificates in liberal arts, science and technology, business, paralegal and criminal justice, music, and hospitality, culinary arts and tourism. With an annual budget of approximately \$30 Million, we are sponsored by the County of Schenectady, and governed by a 10-member Board of Trustees appointed by the County and the Governor of the State of New York, with one elected student trustee.

SUNY Schenectady's main campus is located at 78 Washington Avenue, Schenectady, New York, and straddles the City of Schenectady and Town of Rotterdam, in the County of Schenectady, part of New York State's Capital Region. SUNY Schenectady also conducts classes at several remote sites in the Capital District, including in downtown Albany.

An estimated 6400 full and part-time students are enrolled at the college, and approximately 500 full and part time employees work here. Student enrollment levels include full and part time students, and a large college in high school program. Classes take place from 8am to 10pm Monday-Friday and Saturday mornings. Competitive college athletics take place off-site. Healthcare classes are held in Schenectady and downtown Albany, and an aviation program is held at the Schenectady County Airport. We also have an active and expanding workforce development program which interacts with the business community, and has had success with the New York State's StartUp NY program.

Additional academic, programmatic, fiscal information, and demographic information may be found on our website at [www.sunysccc.edu](http://www.sunysccc.edu) and on the National Center for Education Statistics website at <http://nces.ed.gov/ipeds/>.

## 2. PURPOSE

SUNY Schenectady County Community College (referred to hereafter as "SUNY Schenectady" and "College") is soliciting proposals from interested firms to provide public relations and marketing services in accordance with the enclosed Scope of Services, to enable SUNY Schenectady to fulfill its vision locally, regionally, nationally, and internationally.

Information provided in this RFP is intended to assist interested parties in the preparation of their proposals. This information is not intended to limit a proposal's content or exclude any relevant or essential data.

### 3. MINIMUM QUALIFICATIONS

Vendors must meet a minimum set of qualifications to be considered for this project. Please respond only if you meet all the following minimum qualifications:

- A. Your organization has been in operation for at least three years
- B. Development, implementation, and design should be completed in-house. (all use of subcontractors requires College preapproval)
- C. Must be able to provide references for successful prior projects with comparable scope.
- D. Can demonstrate outstanding budget, quality, and timeline control.
- E. Services provided must be ADA compliant.
- F. Extensive experience with Higher Education is preferred.

### 4. DURATION

The expected contract term shall be for three (3) years, with SUNY Schenectady reserving an option to extend the contract for two (2) additional one (1) year terms (Subject to termination language in the final agreement). It is anticipated the agreement will begin on April 1, 2021.

### 5. GENERAL COMMENTS

Under no circumstances will SUNY Schenectady be liable for any costs incurred by the proposers in preparation and/or production of a proposal nor for any work performed prior to SUNY Schenectady's written authorization to proceed on the contract.

The firm(s) selected should be independent and not have any interest that would constitute a conflict of interest involving the Board of Trustees, College employees, employees of the College's auxiliary services organization, its Foundation, or Schenectady County. The firm(s) will be required to disclose any pre-existing relationship with the afore-named individuals and organizations.

The selected firm(s) shall not assign, transfer, or subcontract any interest in the public relations and/or marketing work performed without the express approval from the College.

The firm(s) shall not discriminate in its hiring practices against any employee or applicant because of age, race, religion, color, gender, sexual orientation, disability, marital status, or national origin; and be able to demonstrate compliance with affirmative action programs.

**No communication should be had with the Board of Trustees, College employees, employees of the College’s auxiliary services organization, the College Foundation, or Schenectady County concerning this solicitation in any other manner than by written inquiry to [purchasing@sunysccc.edu](mailto:purchasing@sunysccc.edu).**

## 6. PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at the date and time set forth above in the Timetable of Key Events. Those wishing to participate are asked to RSVP no later than three (3) days prior to the event with the names of those attending by submitting an email to [purchasing@sunysccc.edu](mailto:purchasing@sunysccc.edu). Indicate “RFP 2021-03, Pre-Proposal Conference” in the subject line. Please limit the number of participants to two (2). You will receive conference specifics by return email.

Bidders will be afforded the opportunity to learn more about the College’s needs and to ask questions concerning this procurement during the conference though responses to questions may be deferred until later. SUNY Schenectady will be bound only by written responses, which will be contained in any addenda to the RFP published following the conference and throughout the time the solicitation remains open.

## 7. CLARIFICATION OF PROPOSAL

Prior to contract award, SUNY Schenectady may contact a bidder for clarification of any portion of its proposal.

## 8. ADDENDA

SUNY Schenectady may modify the RFP prior to the date fixed for submission of proposals. If issued, addenda will be published on the Bid Net Direct, <http://www.bidnetdirect.com/>, and the New York State Contract Reporter website at: <https://www.nyscr.ny.gov/>. It is the responsibility of the bidder to verify the existence of addenda prior to submission of a proposal.

If addenda are issued, the Bidder must complete the Receipt of Addenda form, attached hereto.

## 9. PROPOSAL DEADLINE

Sealed proposals must be submitted in writing to the Office of Administration, SUNY Schenectady County Community College and received by the deadline stated in the timetable above. Any proposal received after this time will not be considered, and will be rejected or returned to the proposer. The College reserves the right to postpone the proposal deadline for any reason.



## 10. DISCLAIMERS

SUNY Schenectady reserves the right to postpone, withdraw, discontinue or cancel this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Receipt of proposal materials by SUNY Schenectady or submission of a proposal to SUNY Schenectady confers no rights upon the proposer nor obligates SUNY Schenectady in any manner. SUNY Schenectady reserves the right to waive non-material irregularities in proposals, if such action is in its best interest. Any such waiver shall not modify remaining RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.

## 11. ERRORS IN THE RFP

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately notify SUNY Schenectady and request that the RFP be clarified or modified. Without disclosing the source of the request, SUNY Schenectady may modify the document prior to the date fixed for submission of proposals by issuing an addendum and advising all those to whom the RFP was provided.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify SUNY Schenectady of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

## 12. QUESTIONS REGARDING THE RFP

Questions regarding this solicitation should be sent to [purchasing@sunysccc.edu](mailto:purchasing@sunysccc.edu). All inquiries must include the title and number of the solicitation in the subject line. All questions and answers will be published. No communication should be had with SUNY Schenectady, its employees, agents, or assigns concerning this solicitation in any other manner than by written inquiry to this email address.

Contact with SUNY Schenectady representatives in connection with this RFP may not be made other than as specified in this RFP. Unauthorized direct or indirect contact with any SUNY Schenectady representatives may be cause for rejection of a bid, and disqualification of a vendor from business with the College.

All questions and answers regarding the RFP will be shared with all bidders known to be interested in submitting a proposal. If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining how the question would expose proprietary information. If SUNY Schenectady agrees that the disclosure of the question or

answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If SUNY Schenectady does not agree regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

### 13. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful proposer. The request for a debriefing conference should be sent to [purchasing@sunysccc.edu](mailto:purchasing@sunysccc.edu) with the words “Request for Debriefing” in the subject line within three (3) business days after the Notification of Unsuccessful Proposal is emailed to the proposer. The debriefing will be held within seven (7) business days of the request, unless otherwise agreed to by the parties, except that the request may be stayed pending negotiations of the final agreement with the successful proposer. Discussion will be limited to a critique of the requester’s proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

### 14. NOTIFICATION TO FIRMS SUBMITTING PROPOSALS

Firms whose proposals have not been selected to advance to Level II review or for award will be notified electronically to the email address provided in the proposal package.

### 15. REJECTION OF PROPOSALS

SUNY Schenectady reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness. If a proposal fails to meet material requirements of the RFP, if it is incomplete, or contains irregularities, the proposal may be rejected.

Material deviations may cause a bid to be rejected. SUNY Schenectady may or may not waive an immaterial deviation in a proposal. SUNY Schenectady’s waiver of an immaterial deviation will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements. A deviation is “material” if it is not in substantial accord with RFP requirements.

Proposals that contain false or misleading statements may be rejected if, in SUNY Schenectady’s opinion, the information was intended to mislead SUNY Schenectady regarding a requirement of the RFP.

## 16. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying SUNY Schenectady in writing of its withdrawal. The notice must be signed by the Bidder. Bidder may thereafter submit a new or modified proposal, provided that it is submitted to SUNY Schenectady no later than the deadline. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the deadline.

## 17. AWARD AND EXECUTION OF CONTRACT

Upon the Board's acceptance of the recommendation for award, a written notice of intention to award a contract to the Successful Bidder will be sent to bidders. SUNY Schenectady and the Successful Bidder will enter into contract negotiations. The contract will incorporate this Request for Proposal, the Successful Bidder's Proposal, and contract terms and conditions.

In no event shall a proposer submit its own standard contract terms and conditions as a response to the RFP. The proposer should address the specific language in the sample contract annexed hereto as Exhibit "J" and submit with their proposal any exceptions that their firm wishes to negotiate in the manner set forth in the RFP. SUNY Schenectady reserves the right to deem certain portions of the contract non-negotiable.

No contract or agreement, express or implied, shall exist or be binding on SUNY Schenectady before the execution of a written contract by both parties. If agreement on the terms of such contract cannot be reached after a period deemed by the SUNY Schenectady in its sole discretion, SUNY Schenectady may enter into negotiations and sign a contract with the next highest scoring bidder.

If, after SUNY Schenectady and the Successful Bidder agree to terms and execute a contract, that contract is terminated for any reason; SUNY Schenectady, in its sole discretion shall either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew

## 18. NOTICE

Unless otherwise stated, when written notice is required in this RFP, the notice must be sent by both U.S. mail and by electronic mail, unless otherwise specified by SUNY Schenectady.

Notice to SUNY Schenectady shall be to:

Office of Administration  
SUNY Schenectady County Community College  
78 Washington Avenue, Elston 502  
Schenectady, NY 12305  
(518) 381-1210  
[purchasing@sunysccc.edu](mailto:purchasing@sunysccc.edu)

Notice to the bidder shall be to the person signing the Bid Proposal. If bidder desires another or additional person(s) to receive notice, so indicate on the attached form. (Exhibit F)

#### 19. CONFIDENTIALITY AND PUBLICITY /NONDISCLOSURE

The Successful Bidder recognizes that it will be receiving confidential information and will retain all information provided by SUNY Schenectady in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement, without prior written consent of SUNY Schenectady. SUNY Schenectady retains the right to enjoin any unauthorized disclosure in an appropriate court of law. If requested by SUNY Schenectady, each staff member assigned to the SUNY Schenectady account will execute a non-disclosure agreement prior to assignment, the original of which shall be maintained by SUNY Schenectady.

No bidder shall issue any public announcements concerning SUNY Schenectady without prior written consent of SUNY Schenectady. News releases pertaining to the award of any contract resulting from the procurement may not be made without the prior written approval of SUNY Schenectady.

#### 20. USE AND RELEASE OF BIDDER SUBMISSIONS

All materials submitted by the Bidder become the property of SUNY Schenectady and may be returned to Bidder at its sole discretion. One copy of each proposal will be retained for Schenectady's official files. Submissions may be reviewed and evaluated by any person, other than one associated with a competing Bidder, designated by SUNY Schenectady.

#### 21. BID SUBMISSION FORMAT:

Proposals **MUST BE SUBMITTED** in a sealed envelope or box. Each sealed box or envelope must be affixed with a label on the outside containing the following information:

- RFP Number
- Project Name
- Bidder name
- Bidder senior officer responsible for the bid
- Bidder address and contact information, including email address
- Attention: SUNY Schenectady Office of Administration

**IMPORTANT:** The cost proposal should be enclosed in a separately sealed envelope and clearly marked on the outside with the words “COST PROPOSAL.” It is not necessary to provide an electronic version of the Cost Proposal.

All proposals must be sent to the following address by First Class Mail, Overnight Delivery, Hand Delivery, or Express Mail Service and may not be submitted by email or facsimile. All means of delivery must be addressed to:

Office of Administration  
 SUNY Schenectady County Community College  
 Elston Hall, Suite 502  
 78 Washington Avenue  
 Schenectady, NY 12305

Proposals must contain all required Exhibits and Materials. Proposals which fail to address the format requirements above may be deemed non-responsive and not considered further.

Proposals or any portions thereof received after the specified time on the due date will not be accepted and may be returned to the submitting entity at SUNY Schenectady’s discretion. SUNY Schenectady will accept amendments to a Proposal only if the amendments are received prior to the due date and time.

## 22. PROPOSAL CONTENT AND ORGANIZATION

Bidders are expected to submit six (6) separately bound hard copies, one original, and two electronic copies of each proposal (DVD or Flash Drive (preferred)). Electronic submissions must be in a searchable format (e.g. PDF or MS Word). The electronic copy should NOT include any portion of the Cost Proposal. SUNY Schenectady’s evaluation committee will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

The cost proposal must be enclosed in a separately sealed envelope and clearly marked on the outside with the words “COST PROPOSAL.”

Please refer to SCHEDULE 2, PROPOSAL FORMAT AND PROCESS for instructions and organization of proposal contents.

### 23. FREEDOM OF INFORMATION LAW (FOIL)

As a public institution, SUNY Schenectady is required to comply with the New York State Freedom of Information Law (Public Officer's Law, Article 6). Should any member of the public request a copy of a proposal, SUNY Schenectady will review the request and may disclose the requested proposal in whole or in part. If a bidder believes that its proposal or any portion thereof should be exempt from disclosure, it is incumbent upon the bidder to identify, AT THE TIME OF ITS PROPOSAL SUBMISSION, each page of the proposal for which exemption will be claimed. The bidder may indicate same with the words "*Confidential*," "*Proprietary*," or "*Trade Secret*" written or stamped on the page.

### 24. BILLING & PAYMENT

The selected bidder will be required to submit itemized invoices for work performed along with their deliverables. Payment will be provided on a reimbursement basis and the successful vendor will be permitted to invoice the college monthly or quarterly.

The invoices should be sent to:

Accounts Payable  
SUNY Schenectady County Community College  
Elston Hall 501  
78 Washington Avenue  
Schenectady, NY 12305

### 25. TERMS AND CONDITIONS

The terms and conditions of this engagement are identified in Exhibit "J" hereto. Bidder will be expected to enter into a contract with SUNY Schenectady containing these terms and conditions, and incorporating this RFP, the bidder's bid, and the required materials mandated by SUNY Schenectady.

## SCHEDULE 1: SCOPE OF SERVICES

SUNY Schenectady is seeking eligible firms to provide marketing and public relations services. The successful bidder must understand the higher education market, strategic planning, best practices, trends and public higher education. Eligible firms must have meaningful experience working with other higher education institutions. Greater consideration will be given to firms with community college experience. We seek a qualified public relations and marketing firm/individual that can provide results-oriented, efficient, cost-effective, and customized public relations and marketing strategies and deliverables.

The selected firm(s) are expected to work closely with the college's Office of Marketing and Public Relations to develop and implement public relations and marketing campaigns that will enhance student enrollment, increase institutional awareness, improve community perceptions, and further institutional goals. The selected firm(s)/individual(s) must be capable of, but not limited to, providing comprehensive ongoing public relations consultancy services, ranging from strategic counsel to tactical implementation support on special event or ad-hoc communications activities. All public relations and marketing partners are expected to produce quantitatively measurable results identified by SUNY Schenectady. Respondents to this RFP must be able to validate capacity to complete the tasks listed within this document.

The public relations and marketing firm(s)/individual(s) is expected to measure, manage, and advise on each campaign/program/activity in order to maximize the desired outcomes.

The successful Bidder will be required to provide all standard public relations and marketing services normally associated with promoting an institution of higher education, and more specifically a community college. The public relations and marketing services shall be delivered on an on-going basis throughout the term of the contract, on an as needed basis, at a not to exceed price of \$60,000 per year.

The selected firm(s) shall review and assess the College's current public relations and marketing strategies in relation to assigned projects. The firm(s) shall create targeted public relations and marketing campaigns to achieve college goals for assigned projects. The successful bidder will work directly with the Office of the President and marketing/communications personnel. Services shall include, but may not be limited to, the following:

### A. Public Relations and Media Services

1. Assist with development of overall communications campaign
2. Provide public relations assistance, planning and participation in regularly scheduled meetings and weekly telephone conferences
3. Develop and distribute press releases for the College; provide reporting on results of press release identifying what media channels picked up the release.

4. Identify digital media placements such as bloggers and content websites that will promote the college
5. Respond quickly and nimbly to developing “stories”
6. Explore and maximize free media opportunities
7. Pitch and distribute to key reporters and outlets regionally as well as nationally
8. Help respond to media inquiries and interview set-up/preparation
9. Develop newsworthy special events
10. Provide media services, including television, radio, video, and social media placements
11. Create media relations strategies and develop content for various college events, campaigns, programs, or activities.
12. Identify opportunities and contacts for media coverage, develop pitches for use by the SUNY Schenectady team, and measure effectiveness of results.

#### B. Public Affairs Services

1. Public affairs planning and participation in regularly scheduled meetings
2. Preparation and execution of public meetings, hearings and briefings
3. Community affairs and community relations
4. Identify public speaking opportunities for President and Board to promote the College and its programs
5. Speechwriting or public affairs-related correspondence writing
6. Develop and implement strategies for regional promotion and growth
7. Identify key stakeholders in government and business, potential donors and community leaders, and develop regular communications with them
8. Identify partnership and sponsorship opportunities
9. Provide monthly reporting on communications and marketing project outreach showing placements, audience reached, impressions, views and other metrics as necessary to review campaign effectiveness.

#### C. Other Services

1. Promotion and logistical support of tradeshow or special events
2. Crisis communications as needed
3. Other public relations, media and communication services as requested
4. Develop public relations and marketing campaigns that include research, audience, goals, objectives, strategies, and tactics.
5. Develop relevant messaging for current opportunities and events that can be used by the SUNY Schenectady marketing team in timely/relevant channels including earned media, social media and paid media to reach and connect with key audiences and drive desired actions.
6. Creative strategy and design as needed to support the marketing team with related initiatives.
7. Content development, including writing web content, social media posts, feature articles, communications, and other editorial content for public relations and marketing.



Firm(s) may be asked to develop campaigns and strategies for unique or niche audiences within the College's market. Examples may include, but are not limited to, multicultural and immigrant communities, non-native English language speakers, international students, the business community, specific industries or employment sectors, the philanthropic community, and others as needed and defined by SUNY Schenectady.

The firm(s) will be responsible for creating clearly defined relevant and meaningful metrics for each element of a campaign for determining a return on investment. It should be noted that strategic plans, creative strategies and other input will come in large part from the Office of Marketing and Public Relations, in coordination with the selected firm(s). In addition, the firm(s) should be able to recommend strategies to expand the impact of public relations and marketing campaigns, allowing for the broadest possible exposure to the target audiences within the available budget.

#### D. STAFFING

The staff members assigned to SUNY Schenectady will work closely with college personnel on delivery of the services outlined in this Scope of Services. Bidders must identify an Account Executive in their proposal who will be responsible for overall account management and who will be the primary contact for SUNY Schenectady. The Account Executive will hold periodic status meetings with SUNY Schenectady, at mutually agreed upon times. The Account Executive will maintain a telephone/text number and e-mail address through which SUNY Schenectady may contact him/her in emergency/crisis situations.

## SCHEDULE 2: PROPOSAL FORMAT AND PROCESS

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 180 business (Monday through Friday) days following the deadline for submission of proposals. Additionally, proposals selected for award shall constitute an irrevocable offer for an additional 90 business days after Notice of Award has been made. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Contact with SUNY Schenectady personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized direct or indirect contact with any SUNY Schenectady personnel may be cause for rejection of a bid.

All materials submitted in response to this proposal become the property of SUNY Schenectady.

To facilitate the evaluation of each proposal, Bidders must submit six (6) separately bound hard copies (including one original) and two electronic copies in DVD or USB flash drive format of each technical proposal. Electronic submissions must be in a searchable format (e.g. PDF or MS Word). It is not necessary to provide an electronic version of the cost proposal. **Do not include the cost proposal on the DVD or USB drive.** The proposal must be placed and packaged in a sealed box or envelope with a label on the outside containing the following information:

- RFP Number 2021-03
- Public Relations and Marketing Services
- Bidder name
- Bidder senior officer responsible for the bid
- Bidder address and contact information, including e-mail address
- Identified content
- Attention: Patrick Ryan, Vice President of Administration

All proposals must be sent to the following address by First Class Mail, Overnight Delivery, Hand Delivery, or Express Mail Service and cannot be submitted by e-mail or facsimile. All means of delivery must be addressed to:

Division of Administrative Affairs  
SUNY Schenectady County Community College  
Elston Hall Suite 502  
78 Washington Avenue  
Schenectady, NY 12305

Any proposals received after the deadline as specified in the *Timetable of Key Events* will not be accepted and may be returned to the submitting entity at SUNY Schenectady's discretion.

SUNY Schenectady will accept amendments and/or additions to a Bidder's Proposal only if the amendment and/or additions are received **prior** to the proposal due date and time.

Proposals which fail to address the format and requirements may be deemed non-responsive and not be considered further. SUNY Schenectady's evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

SUNY Schenectady is required to comply with the New York State Freedom of Information Law (Public Officer's Law Article 6). Should any member of the public request a copy of a proposal, SUNY Schenectady will review the request and may disclose the requested proposal in whole or in part. If a bidder believes that its proposal or any portion thereof should be exempt from disclosure, it is incumbent that the bidder identify, **AT THE TIME OF ITS PROPOSAL SUBMISSION**, each page of the proposal for which exemption will be claimed. The bidder may indicate same with the words "*Confidential*", "*Proprietary*", or "*Trade Secret*" written or stamped on the page.

## SCHEDULE 3: PROPOSAL CONTENT AND ORGANIZATION

The proposal should demonstrate the qualifications of the firm and/or the particular staff to be assigned to this engagement. It should describe an approach to providing services that will meet the RFP requirements.

The proposal should include sufficient information to evaluate the criteria outlined in the RFP. The proposal should be prepared simply and economically providing a straight-forward, concise description of the proposer's ability to satisfy the requirements of the RFP. Proposals must adhere to the following format:

### TECHNICAL PROPOSAL

- **Tab 1, Cover Letter of Transmittal**

Include an introduction of the agency's company, internet URL, and the name, address, email and phone number of the person representing the company in dealing with this RFP.

- **Tab 2, Title page**

State the RFP number, subject, name of the firm, address, telephone number and primary and secondary contact persons and include their email addresses.

- **Tab 3, Table of Contents**

The Table of Contents must indicate the proposal material included by tab number.

- **Tab 4, Executive Summary**

A one- or two-page executive summary to briefly describe the proposal. It should highlight the major features of the proposal such that the reader is able to determine the essence of the proposal, including an overview of the agency's creative approach, by reading the executive summary. Any services that will be subcontracted should be identified in this section, with the name and location of the subcontractor identified.

- **Tab 5, Firm Information**

A brief description of the history and organization of the bidder's firm and the organizational structure of the corporate/regional offices. Provide the size of the agency in number of employees and billings, and a list of premier agency accounts and current and/or former higher education clients, as well as any clients within the following niche segments: higher education, community college, government, and non-profit/foundation. Information regarding bidders' market position in the industry, strategic alliances, membership in professional associations, etc. should be included. Please address what you consider to be your company's strongest area of expertise. Finally, describe three of your company's most significant achievements over the last three years.

- **Tab 6, Qualifications and Experience**

This section must include in separately marked sections:

- General Experience: A detailed listing of the experience of the firm with special reference to experience in the areas needed to provide services identified in the Scope of Services section of this RFP.
- Higher Education Experience: Provide a clear explanation of the agency's understanding and knowledge of the role SUNY Schenectady plays in the community.
  - Provide any specific experience in marketing and advertising for a college, and in particular a public community college, including any current clients and how you worked with a college to develop strategic marketing plans and assist in communicating to board members and other stakeholders the return on investment from various projects and campaigns.
  - Please list all current higher education industry related accounts signed with your agency, with a contact name, title, location, e-mail address, and phone number for each.

- **Tab 7, Member and Staff Qualifications**

Provide background and experience of the account executive and other staff proposed to work on the project, including tenure with the company, and previous experiences with higher education projects and use of social media, and public relations. Provide a list of all key personnel who will have direct and significant responsibilities for providing the services specified in this RFP. For each person specified, please establish his or her experience/qualifications relevant to work on this account, including a resume. Provide a list of their current accounts and the estimated percentage of time they devote to each.

- **Tab 8, Business Documentation**

Copies of Business Licenses, certifications or other credentials, together with evidence that bidder is in a good standing and authorized to conduct business in New York State.

- **Tab 9, Accounts**

Provide a list of current accounts, plus a list of all accounts lost or resigned in the past three (3) years and the reasons why these accounts were lost or resigned.

- **Tab 10, Scope of Services:**

This section should describe how the Bidder would provide the services which appear in the scope of services section of this RFP if called upon to do so. Describe by way of example or otherwise the proposed deliverable(s) for the contract. What will you actually do to assist SUNY Schenectady should you be awarded this contract? Tie the proposal to the

services described in Section 2. What methodology will you apply? How will you quantify your success?

- **Tab 11, Hypothetical:**

This section should include the response to the hypothetical case set forth in Exhibit “I”.

- **Tab 12, Sample Invoice**

A sample of the invoice used to bill clients for services, with a narrative explanation of the billing system. Include a breakdown of a proposed months’ worth of activity with the sample invoice.

- **Tab 13, Forms:**

This section should include all the forms and certifications that must be signed and submitted, per the RFP instructions.

***[Failure to submit correctly completed forms may be grounds to reject the proposal as non-conforming.]***

EXHIBIT A: Bid Cost Proposal (*to be submitted in a separate, sealed envelope*)

EXHIBIT B: Conflict of Interest Statement

EXHIBIT C: Non-Collusive Bidding Certification

EXHIBIT D: Resolution Authorizing Signatures (Corporate Bidders Only)

EXHIBIT E: Iranian Energy Sector Divestment

EXHIBIT F: Person Authorized to Receive Notice (If Applicable)

EXHIBIT G: References

EXHIBIT H: Receipt of Addenda

EXHIBIT I: Hypothetical Fact Pattern

EXHIBIT J: Terms and Conditions

- **Tab 14, Exceptions to Agreement:**

This section should set forth any exceptions or additional proposed to the standard agreement set forth in Exhibit “J.” The exceptions should be set forth in a spreadsheet identifying in the first column the paragraph or section to be changed, in the next column the exact language in the Exhibit, and in the last column the proposed language.

The Bidder should submit six (6) separately bound hard copies (including one original) and two electronic copies of each proposal (DVD or USB Flash drive (flash drive is preferred)). Electronic submissions must be in a searchable format (e.g. PDF or MS Word).

The electronic copy should NOT include any portion of the Cost Proposal.

The cost proposal should be enclosed in a separately sealed envelope and clearly marked on the outside with the words “COST PROPOSAL.” It is not necessary to provide an electronic version of the Cost Proposal.

**NOTE:** Proposals which fail to address the format requirements above may be deemed non-responsive and not considered further.

### SCHEDULE 3: EVALUATION CRITERIA

All proposals will be reviewed in accordance with the general evaluation criteria listed below. Proposals which have been determined not to conform to the RFP requirements will not be considered. Pricing will only be considered on those proposals that are deemed acceptable. The contract will be awarded to the vendor whose proposal is most responsive to needs of SUNY Schenectady and provides the best value to SUNY Schenectady, considering cost as well as other factors based on the evaluation criteria described herein.

All information gathered will become the property of SUNY Schenectady. The submission of this RFP does not constitute a contract between SUNY Schenectady and the Bidder.

The College will be the sole judge as to the acceptability, for its purposes, of any and all proposals.

Each proposal will be evaluated by the College. The evaluation process is designed to award a contract to the firm which offers the best value to the College, as that term is defined in the law. As such, cost to the College will be considered in the evaluation process, but will not be dispositive of the selection.

All proposals will be reviewed initially by the Procurement Officer to determine compliance with administrative requirements and instructions specified in this RFP. Only responsive proposals will be forwarded to the evaluation committee for further review.

#### *COST EVALUATION*

The firms must submit completed cost proposal forms attached hereto as Exhibit "A" separately in accordance with the directions in the section entitled "Proposal Format." All costs associated with the Firm's plan to carry out the requested service (except for approved payments to third parties), must be included in the hourly cost of service providers identified on the form. The individuals identified on the Cost Proposal must match the individuals named in the proposal as part of the team that will render services to the College. Again, the hourly rate must include all costs associated with performing the services except the costs for services rendered by third parties which have been pre-approved by the College.

Unless otherwise agreed, the College will not pay for services in advance of delivery. Invoices should be submitted monthly in arrears.

The following formula will be used to score each cost proposal, with the proposal offering the lowest average hourly service rate being awarded the maximum number of points for cost (20 points) during the evaluation process:



$$\text{LCB}/\text{CB} \times 20 = \text{PCS}$$

Where: PCS=Proposer's cost score  
LCB= Lowest cost bid (of all proposals)  
CB=Proposer's cost bid

*LEVEL 1 REVIEW: SCORING OF SUBMITTED PROPOSALS*

Each responsive proposal will be reviewed individually by the members of the evaluation committee, which shall assign scores to each proposal.

Proposals will be evaluated according to the following criteria:

I. Creativity and Effectiveness.....35 points

- How well did the proposer demonstrate its capacity to be effective in meeting the goal of the RFP?
- Did the proposer demonstrate an ability to elevate the College's profile and increase its market share among its target market?
- Demonstrated effective tie-ins between social media, website and digital media.
- Does the agency demonstrate successful experience working with social media and an understanding of the potential of social media to attract grants, donations and enrollees?

II. Experience/Personnel.....25 points

- Higher education digital media experience and capability
- Higher education public relations experience and capability
- Public community college digital media experience and capability
- Community college public relations experience and capability
- Depth of team members with experience in higher education industry-related accounts
- Depth of team members with experience in public community college-related accounts
- Has the majority of the team been with the agency more than three years?
- Does the majority of the team have more than seven years in their field?
- Agency facts and history
- Qualifications of Account Executive
- Qualifications of agency staff

III. Methodology/Firm Approach.....20 points

- How well does the methodology ensure a consistent quality of work?
- Quality of the agency's practices set to ensure a consistent quality of work
- How will the agency track and quantify success?

## *LEVEL 2 REVIEW: ORAL PRESENTATIONS*

Up to three (3) or more of the highest scoring proposals from the Level 1 Review will advance to Level 2 Review for oral presentation and review of references. In case of any tie scores, additional proposals may be considered for advancement. Oral presentations must be in person (for example, not transmitted through Skype or similar electronic means unless this requirement is waived by SUNY Schenectady). Scores resulting from the Level One review will be given some consideration, but will not be controlling as to the final selection.

The firm's members who will actually be performing the work are required to participate in the oral presentations. All travel, per diem, and any associated costs for the oral presentation will be borne solely by the firm. Refusal to provide an oral presentation, failure to appear for a scheduled presentation, or inability to agree on a suitable date/time for the presentation shall constitute complete grounds for disqualification of the firm from further consideration.

The oral presentation will consist of, at a minimum, a brief overview of the proposal, a firm interview, and an opportunity for the firm to ask additional questions of the College.

The College reserves the right to request firms advancing to Level 2 Review to provide copies of financial statements.

A contract will be awarded on the basis of which proposal from among those advancing to Level 2 the College deems best suited to fulfill the requirements of the RFP. The College also reserves the right not to make an award if it is deemed that no single proposal fully meets the needs of the College.

The College's Board of Trustees will make the final selection of the contract award.

**EXHIBIT A: BID COST PROPOSAL**

Propose direct, hourly rates in the format provided below for all team members and services provided within your proposal. The titles below are for example/reference only. This form should be modified as needed to provide the actual titles and hourly rates of all proposed team members. Any and all approved projects and media (traditional and digital) purchased on behalf SUNY Schenectady by the firm shall be paid for by SUNY Schenectady after completion and verification of the media schedule running correctly.

SUNY Schenectady will not pay extra for travel costs beyond a 100-mile radius of the college.

<b>TITLE</b>	<b>NAME</b>	<b>HOURLY SERVICE RATE</b>
<b>Account Manager</b>		
<b>Graphic Designer</b>		
<b>Copy Writer</b>		
<b>Art Director</b>		
<b>Media Planner</b>		
<b>Public Relations Specialist</b>		
<b>Total Hourly Service Rate</b>		\$
<b>Average Hourly Service Rate</b>		\$

Submitted by:

\_\_\_\_\_

Bidding Firm's Name

\_\_\_\_\_

Phone

\_\_\_\_\_

Street Address

\_\_\_\_\_

Fax

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Email

The undersigned affirms that he/she has authority to bind the firm to the cost bid amount.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name/ Title

EXHIBIT B: CONFLICT OF INTEREST STATEMENT

PLEASE SIGN A OR B

A. I do not have any affiliations or financial interests with any segment of SUNY Schenectady County Community College/County of Schenectady, or any employee, board member or elected official.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

B. I have an affiliation or financial interest with SUNY Schenectady County Community College/County of Schenectady, or any employee, board member or elected official. The affiliation or financial interest is as follows (please be specific):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

EXHIBIT C: NON-COLLUSIVE BIDDING CERTIFICATION

(ALL BIDDERS MUST SIGN THIS FORM BEFORE A NOTARY)

Required by Section 103(d) of the General Municipal Law

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

IF BIDDER(S) (IS/ARE) A **PARTNERSHIP**, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

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IF BIDDER(S) (IS/ARE) A **CORPORATION(S)**, COMPLETE THE FOLLOWING:

NAME / LEGAL RESIDENCE

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

IDENTIFYING INFORMATION

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Title

Joint or combined bids by companies or firms must be certified on behalf of each participant.

\_\_\_\_\_  
Legal name of person, firm or corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINTED: \_\_\_\_\_

Subscribed to under penalty of perjury under the laws of the State of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as the act and deed of said individual,  
corporation or partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

EXHIBIT D: RESOLUTION AUTHORIZING SIGNATURES

(FOR CORPORATE BIDDERS ONLY)

Attention Bidder: If your company is incorporated, this form must be signed before a notary.

RESOLVED that \_\_\_\_\_

(Name of Corporation)

be Authorized to sign and submit the bid or proposal of this corporation for the following project:

\_\_\_\_\_

And to include in such bid or proposal the certificate as to non-collusion required by section one hundred three, d, of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under penalties and perjury.

The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_ Corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Secretary)

(SEAL)

Subscribed to under penalty of perjury under the laws of the State of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ as the act and deed of said individual, corporation or partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

EXHIBIT E: IRANIAN ENERGY SECTOR DIVESTMENT

Certification Pursuant to Section 103-g of the New York State General Municipal Law

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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Company Name

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Signature

---

Title

---

Date



EXHIBIT F: PERSON AUTHORIZED TO RECEIVE NOTICE

(COMPLETE IF DIFFERENT THAN PERSON SUBMITTING BID FORM)

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT G: REFERENCES**

Provide contact information including phone numbers, cell numbers, e-mail addresses and office addresses, from a minimum of three (3) clients that function as institutions of higher education of similar size to that of SUNY Schenectady that have used the bidder’s services within the last twenty (24) months. Identify the nature of the clients’ businesses; describe market demographics and other relevant information about the client; and the length of time the bidder has serviced the account.

If you are unable to provide three (3) institutions of higher education, provide governmental, NGO, or non-profit institutions of the same or similar size as SUNY Schenectady.

<b>Name</b>	
<b>Company Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	

Time Serviced: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Market Demographics: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

REFERENCES

<b>Name</b>	
<b>Company Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	

Time Serviced: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Market Demographics: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

REFERENCES

<b>Name</b>	
<b>Company Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	

Time Serviced: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Market Demographics: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT H: RECEIPT OF ADDENDA

PLEASE NOTE: This form must be completed.

BIDDER hereby acknowledges receipt of the following Addenda and has included these requirements in the Bid. (If none, so state and affix signature).

Company Name: \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

None

Signature \_\_\_\_\_

## EXHIBIT I: HYPOTHETICAL FACT PATTERN

*The College has experienced a decline in enrollment up to 40% as a result of the pandemic and needs to be creative in messaging in attracting enrollment.*

- Please include a complete description of your proposed approach and methodology to review and assess the College's current public relations and marketing efforts.
- Describe the firm's approach to assessing the marketplace for public relations and marketing campaigns, digital marketing, media coverage, and social media.
- How will you integrate with the College's other public relations and marketing activities?
- Specify if any tasks can be done separately and any tasks that are intertwined in nature.
- Provide a description of the proposed project team structure and internal controls to be used during the course of a typical campaign.
- Identify the personnel that will be responsible for project management.
- Describe any unique approaches or techniques developed and used by your firm as PR and marketing strategies that would provide an advantage to the College.
- Provide a sample report that will be submitted to the College that shows the measurement of public relations and marketing activity and the associated return on investment.
- What is the frequency of monitoring? What is the time period for reporting to the College?

## EXHIBIT J: CONTRACT

Upon selection of a Successful Bidder, the terms set forth in the RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

In addition to the terms described above in this RFP, final agreement between SUNY Schenectady and the Successful Bidder will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for negotiation.

### AGREEMENT

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, SUNY Schenectady County Community College (hereinafter referred to as SUNY Schenectady or College) located at 78 Washington Avenue, Schenectady, New York 12305 and \_\_\_\_\_, located at [address] (referred to herein as “Contractor” or “Firm”) do hereby enter into a contract in accordance with the following terms and conditions:

#### Scope of Services

Contractor hereby agrees to furnish the services identified in their proposal in response in response to SUNY Schenectady RFP 2021-03, Public Relations and Marketing Services

#### Payment

In consideration of the services described above, SUNY Schenectady hereby agrees to pay Contractor fee(s) based on their proposed schedule. Contractor shall submit their itemized invoice for work performed on a monthly basis. The invoices should be sent to:

Vice President of Administration  
Office of Administration  
SUNY Schenectady  
Elston Hall 502  
78 Washington Avenue  
Schenectady, NY 12305

#### Taxes

Contractor agrees that the responsibility for payment of taxes from the funds thus received under this agreement shall be Contractor’s obligation. Purchases made by SUNY Schenectady are

exempt from New York State and local sales taxes, and with certain exceptions, federal excise taxes.

### **Time of Essence**

Time is of the essence with respect to performance of the services and equipment to be provided in this agreement.

### **Warranties and Representations**

Contractor warrants and represents that it possesses such expertise, licenses, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Contractor represents and warrants that none of its work performed under this Agreement will infringe on the rights of third parties. Contractor will supply at all times an adequate number of well-qualified personnel to perform the work. Contractor will provide a contact person available and authorized to remedy non-conformity with this warranty. If any of the work is found to be infringing, Contractor will correct the work to be non-fringing at no charge to SUNY Schenectady.

### **Equipment, Tools, and Supplies**

The Contractor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required, excepting that which is expressly supplied by SUNY Schenectady. The Contractor is not required to purchase, rent or hire any equipment, tools, supplies, offices transportation, personnel, insurance or instrumentalities from SUNY Schenectady.

### **Indemnification**

The Contractor will indemnify and save harmless SUNY Schenectady and the County of Schenectady, its officers, agents and employees, from any and all damages, costs, including attorneys' fees, expenses, judgments and awards of any nature or description arising out of its performance of this contract.

### **Insurance Obligations of the Contractor**

The Contractor will provide and keep in full force and effect during the term of this agreement, at the its own cost and expense, the following insurance policies for the joint benefit of the itself and the College, with an insurer acceptable to SUNY Schenectady:



a. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million (\$1,000,000.00) premises and operations limit; at least Two Million Dollars (\$2,000,000.00) each occurrence limit;

b. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. Prior to entering into a contract with SCCC, the Successful Bidder will be required to verify to SCCC, on forms authorized by the New York State Workers' Compensation board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the New York State Workers' Compensation law. Failure to provide verification of workers' compensation or disability benefits coverage at the time of contract execution will be grounds for disqualification of an otherwise successful bid. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

c. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.

d. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000.00) and an occurrence limit of Two million Dollars (\$2,000,000.00).

The Firm will deliver to SUNY Schenectady, Office of Administration, 78 Washington Avenue, Schenectady, NY 12305, true and correct copies of its insurance policies required above, and certificates of such insurance along with the executed Contract.

Each such policy will name SUNY Schenectady and the County of Schenectady as an additional insured and will state that the Successful Bidder's policy shall be primary and that any insurance carried by SUNY Schenectady and/or the County of Schenectady shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to SUNY Schenectady in the event of cancellation or reduction in coverage amount. Additionally, if the Contractor assigns any portion of the duties under this agreement, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder, and produce evidence of same to SUNY Schenectady.

The Contractor will immediately notify SUNY Schenectady if the Contractor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of New York. If the Contractor commercial general liability insurance contains such restrictive endorsements, the Contractor shall have five (5) business days to remove said restrictions. If the Contractor is unable to do so, SUNY Schenectady may terminate this agreement, and will be required to give the Contractor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

## Termination

a. Cause: For a material breach that remains uncured for more than ten (10) days or other specified period after written notice to the Successful Bidder, this Contract or Purchase Order may be terminated by SUNY Schenectady at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination by SUNY Schenectady that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, SUNY Schenectady may complete the contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach. Successful Bidder will reimburse SUNY Schenectady for the actual costs to complete the services in excess of the contract fees provided for in this agreement. Any such act by Schenectady will not be deemed a waiver of any other right or remedy of Schenectady, including, without limitation, SUNY Schenectady right to consequential damages caused directly or indirectly by the Successful Bidder's default.

b. Authorization of Funds: If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the State of New York, County of Schenectady, and/or State University of New York. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve SUNY Schenectady of any further obligation, except for SUNY Schenectady's obligation to pay for services already performed pursuant to this agreement.

c. Convenience: By written notice, this Contract may be terminated at any time by SUNY Schenectady for convenience upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, SUNY Schenectady shall remain liable for all accrued but unpaid charges incurred until the date of termination.

d. Automatic Termination: This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale or dissolution of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the term.

e. For Violation of the Sections 139-j and 139-k of the State Finance Law: SUNY Schenectady reserves the right to terminate the Contract in the event it is found that the certification filed by the Successful Bidder in accordance with Section 139-k of the State Finance Law (Certificate of Non-Collusion) was intentionally false or intentionally incomplete. Upon such finding, SUNY Schenectady may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

f. For Violation of Revised Tax Law 5a: SUNY Schenectady reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, SUNY Schenectady may exercise its termination right by providing written notification to the Contractor.

### **Compliance with Laws; Discrimination Clause**

Contractor agrees to comply with all applicable federal, state, and local laws and regulations. Contractor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin veteran status, political affiliation or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **Jurisdiction, Venue and Choice of Law**

Any actions arising out of performance of services resulting from this solicitation shall be governed by the laws of New York State, and shall be brought and maintained in a state or federal court in New York State which shall have jurisdiction and venue thereof.

### **Assignment/Subcontracting**

a. Assignment: Contractor may not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of SUNY Schenectady, which consent may be granted or withheld in the sole and absolute discretion of SUNY Schenectady.

b. Subcontracting: Contractor may not subcontract with other firms or individuals to provide the services under this contract, without the prior written approval of SUNY Schenectady.

### **Force Majeure**

Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.

### **Audit**

Contractor agrees that SUNY Schenectady or its designee shall have the right to review and copy records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow SUNY Schenectady or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of SUNY Schenectady or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

## **License**

Contractor represents and warrants that it holds license, permit or special license to perform the services pursuant to this agreement, as required by law or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while performing its services pursuant to the agreement.

## **Independent Contractor**

It is understood and agreed that the legal status of the Contractor, its agents, officers, employees and subcontractors under the Contract is that of an independent Contractor, and in no manner shall they be deemed employees of SUNY Schenectady or the County of Schenectady, and therefore they are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of the Contract, to maintain at its expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance, and to provide SUNY Schenectady and/or the County of Schenectady with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

## **Ownership of Materials**

The Contractor agrees that all final product materials generated by or for SUNY Schenectady in the performance of the services set forth herein shall be deemed work for hire and shall become SUNY Schenectady's exclusive property. Thus, prior to expiration of any agreement entered into with SUNY Schenectady to perform the services set forth herein, the Contractor will turn over all materials to SUNY Schenectady.

## **Confidentiality**

The Contractor recognizes that it will be receiving confidential information and will retain all information provided by SUNY Schenectady in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement, without prior written consent of SUNY Schenectady. SUNY Schenectady

retains the right to enjoin any unauthorized disclosure in an appropriate court of law. If requested by SUNY Schenectady, each staff member assigned to the SUNY Schenectady account will execute a non-disclosure agreement prior to assignment, the original of which shall be maintained by SUNY Schenectady.

### **Severability**

In the event that one or more of the provisions of the Contract shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision was never contained in the Contract.

### **Contract Term**

The term of the contract shall be for three (3) years, with SUNY Schenectady reserving an option to extend the contract for two (2) additional one (1) year terms. The term shall commence as detailed in the RFP documents.

### **Transition**

SUNY Schenectady may require the Successful Bidder to provide uninterrupted Services after termination/expiration as SUNY Schenectady deems reasonable and necessary and/or as necessary for SUNY Schenectady to comply with all requirements for establishing a new contract.

If a transition period is deemed necessary, then SUNY Schenectady will provide Successful Bidder with thirty (30) days' notice and a new final termination date.

### **Entirety of Agreement/Order of Precedence**

The Contractor agrees to perform this Contract and to furnish the services in connection therewith in accordance with all the conditions, covenants, and representations set forth in the following documents. Only documents expressly enumerated below shall be deemed a part of this Contract, and references contained in those documents to additional Contractor documents not enumerated below shall be of no force and effect.

This Contract and those documents referenced below constitute the entire agreement between the parties thereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

Conflicts between these documents shall be resolved in the following descending order of precedence:

- This Agreement
- SUNY Schenectady’s answers responding to Bidder Questions, if any
- Amended RFP, if any
- RFP
- Contractor’s Proposal

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. The parties further hereby certify that original copies of this executed and approved signature page will be affixed, upon final approval, to exact copies of this Agreement being executed simultaneously herewith.

CONTRACTOR

SUNY SCHENECTADY COUNTY  
COMMUNITY COLLEGE

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal ID

**END OF EXHIBIT**