

NIAGARA COUNTY COMMUNITY COLLEGE

REQUEST FOR PROPOSAL

FOR

Marketing and Advertising Consulting

RFP# 201314-42

Release Date:
December 23, 2013

Response Deadline:
January 15, 2014, 3:00PM

Niagara County Community College
3111 Saunders Settlement Road
Sanborn, New York 14132
Telephone # (716) 614-6438
Facsimile# (716) 614-6444

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SECTION I: PURPOSE

Niagara County Community College ("College") is issuing a Request For Proposal (RFP) for marketing and advertising services.

SECTION II: SUBMISSION OF PROPOSALS

1 original and 3 copies of each proposal shall be sealed and delivered to:

Ms. Shelly Woodbury
Niagara County Community College
Purchasing Department - A206
3111 Saunders Settlement Road
Sanborn, New York 14132

NO LATER THAN January 15, 2014, 3:00PM

**Clearly mark the envelope as:
"RFP – Marketing and Advertising Consulting"**

Proposals received in the College's Purchasing Department after the submission deadlines shall be returned unopened and will not be considered. The College is not responsible for delivery delays and the clock in the College's Purchasing Department shall indicate the official time of receipt. NOTE: Post Office delivers campus mail in the afternoon and then sorted in the mail room, plan accordingly.

The signer of the proposal, guaranteeing authenticity, must initial any alterations, interlineations, or erasures in the proposal.

A proposal, including all prices may not be withdrawn, modified or canceled by the Firm for a period of sixty (60) days following the proposal deadline and the Firm so agrees upon submission of the proposal. Once selected, the Firm agrees to extend submitted prices, if needed, during the contract negotiation period.

The proposal submitted by each individual Firm is the document upon which the College will make its judgment regarding the Firm's qualifications, references, ability to complete services under resulting contract and the understanding of the College's scope and objectives.

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the College to reimburse any Firm or individual for any costs incurred in preparing or submitting proposals, or preparing or submitting additional information requested by the College. This includes participation in any interview should the College deem it necessary.

Submission of any proposal indicates acceptance of all conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

The College reserves the right to both accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

If a Firm intends to subcontract any of the work included in its proposal, such subcontracting must be clearly identified in its proposal. Once a proposal is awarded, no additional subcontracting is allowed without express prior written consent of the Entities.

Proposals will be examined and evaluated by the College Purchasing Department and key operating department personnel who will make the final decision to accept or reject any and all proposals.

All inquiries with respect to this RFP may be faxed to Shelly Woodbury at 716-614-6444 or emailed to woodbury@niagaracc.suny.edu up to January 6, 2014.

The College is an equal opportunity employer and expects its vendors and contractors to comply with Federal and State Anti-Discrimination Laws.

It is the policy of the State University of New York ("SUNY") to take action to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide SUNY with goods and services at competitive prices. As a member of the SUNY community college system, the College follows this policy.

The College was established under authority of the State of New York and is entitled to exemption from New York State, Federal and Local Taxes.

SECTION III: BACKGROUND

The College is a public, two-year community college, whose main campus is located in Sanborn, NY. It was established in 1962. The College has occupied that campus since 1973, which is located in close proximity to the three major cities of Niagara County: Lockport, Niagara Falls, and North Tonawanda. The College serves approximately 7,000 students (headcount). The majority of the students come from Niagara County with some attending from surrounding communities like Erie and Orleans counties. The Sanborn campus is comprised of nine contiguous buildings totaling 500,000 sq feet and situated on an approximately 300 acre land parcel

In the fall of 2012, the College substantially completed a project to develop a culinary institute in downtown Niagara Falls. Its Foundation had executed a multiple-party agreement that resulted in the College having access to roughly 90,000 square feet of occupiable space of what had been known as the Rainbow Mall. The 90,000 square feet essentially represents one third of the mall space of what had been a combination

mall/parking ramp. The College entered into a multiple-party agreement to redevelop the entire facility, with the College taking responsibility for redevelopment of its portion of the mall space and the other parties taking responsibility for refurbishing the parking ramp and other ancillary spaces. The College's portion of the facility represents roughly 1/5 of the entire "meets and bounds" area of the facility, and runs to the building exterior on the entire south side of the facility and to portions of the east and west sides of the facility. It is now referred to as the Niagara Falls Culinary Institute (NFCI). The NFCI contains several lecture classrooms, including a large amphitheater-style cooking/baking demonstration hall, six lab spaces devoted to different aspects of the culinary, baking and pastry arts, and support spaces that are primarily devoted to credit instruction. It also contains spaces to accommodate non-credit instruction (e.g., community education kitchen), economic development (e.g., lab and office space for small-business incubation and a pastry production lab), and events. In order to provide students the opportunity to practice in a commercial setting what they learn in the classrooms and labs, the NFCI also houses four retail operations that supplement the academic experience. Visitors to NFCI can enjoy *Savor*, a student run fine dining restaurant with an in-kitchen chef's table, open hearth oven and exhibition style cooking; *The Wine Boutique*, featuring some of New York State's finest selections; *La Patisserie*, a European style pastry café; *Old Falls Street Deli*, a New York style deli; and a Barnes and Noble culinary themed store.

The College also operates an additional extension site in Niagara Falls and offices in Lockport and Sanborn.

The College serves a diverse student population and has a mission of providing solid educational programs for those who wish to enter the world of work and for those who wish to proceed to a four-year institution. It has more than 60 articulation or dual admission agreements that make it an ideal place for students to begin their educational journey.

SECTION IV: SCOPE OF SERVICES

The successful Firm(s) will be required to:

1. Complete a market research study intended to identify the factors that influence prospective students' interest in the College and prospective customers' interest in the retail entities that make up the laboratory components of its academic programs and to identify populations that the College is NOT currently reaching which are likely to be prospective students or customers. The study should both validate and augment the market intelligence the College already possesses and should be divided into two segments - Niagara County Community College, as a whole, and programs/markets associated with the College's recently-developed NFCI. It should include, but not necessarily be limited to, utilization of the following techniques:

- involve both prospective students and parents who have inquired about the College and those that have NOT inquired about the College (but are desirable to the College)
 - maintain the confidentiality of the study's sponsor to the extent possible (i.e., not identify the College as the subject of the study until the research exercises require the identification of attributes specific to the College)
 - use of moderated on-line or face-to-face focus groups to gather qualitative information from current students, prospective students, parents of prospective students and other populations desirable to the college (utilizing incentives, as necessary)
 - use of online or telephone surveys to gather quantitative information from current students, prospective students, parents of prospective students and other populations desirable to the college (utilizing incentives, as necessary)
 - interviews of high school guidance counselors in selected geographic markets
2. Present the results of the study identified in #1. Based on the results of the study, recommend changes in the College's current marketing strategies, policies, and practices.
 3. Based on the results of the study identified in #1 above, recommend changes in the College's current marketing and recruitment plans and advertising practices in order to broaden the College's range and improve the efficiency and effectiveness of reaching and communicating with prospective students, their parents, and prospective customers to the retail outlets.

The successful firm(s) will be required to coordinate its services with College-designated staff. The above work is to be performed by employees of the successful Firm(s) and shall not subcontract out, in part or in whole, unless otherwise agreed to by the College.

SECTION V: QUALIFICATIONS OF FIRM

The College is seeking proposals from marketing and advertising consulting firms having experience and qualifications in providing the types of services outlined in section IV (Scope of Services) to colleges and universities, particularly community colleges.

SECTION VI: PROPOSAL FORMAT

In order for the College to conduct a uniform review process, proposals must be submitted in the format set forth below. Failure to follow this format may cause for rejection of proposals because adherence to this format is critical for the College's evaluation process:

SUB-SECTION A:

- Title Page - The title page should reflect the RFP subject and number, name of the Firm, address, telephone number and primary and secondary contact persons.

- Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SUB-SECTION B:

- Qualification / Experience - This section must address Firm's qualifications and experience as specified above in Section V (Qualifications of Firm).
- A brief history and description of the Firm.
- A listing of the Firm's professional staff members who would be involved in providing services to the College, the experience each of them possesses, and the location of the office from which they work.
- Resumes - Resumes of professional staff members who would be involved in the College engagement.
- A detailed listing of the experience the Firm has in providing marketing and advertising consulting services to colleges and universities, particularly community colleges, during the most recent five years.
- Any additional information that would distinguish the Firm in its service to the College.

SUB-SECTION C:

References - The Reference section must include references and contact information for at least five similar college clients for which the Firm has provided services consistent with those described in Section IV (Scope of Services).

SUB-SECTION D:

Scope of Services – This section must describe how the Firm plans to provide the requested services.

SUB-SECTION E:

Term of Contract – describe any proposed contractual terms other than those already described herein.

SUB-SECTION F:

Cost Proposal Section - This must include all costs associated with the Firm's plan to carry out the requested service. The proposal should include a grand total cost for the entire project, including all out-of-pocket travel and other such ancillary costs. This cost should be further subdivided by the following components of the project:

1. all phases (i.e., conduct market study, present results of study, make recommendations for changes) of the project associated with potential students who've already had some interaction with the College;

2. all phases of the project associated with potential students who are not likely to have any interaction with the College (based on present College practices); and
3. all phases of the project associated with potential customers of the retail operations.

This section should also detail the fee structure for the proposal - i.e., hourly rate by type of employee, amount of time required by type of employee, travel and other ancillary costs, cost of engaging services of other firms (if applicable), etc.

Provide any other relevant information that will assist the College in evaluating the proposal.

SUB-SECTION G:

Miscellaneous – This Section must include:

- The Non-Collusive Bidding Certificate (as per attached) and Insurance Requirements.
- Any alternatives offered pursuant to Section VII.
- Conflict of Interest – The Firm must disclose any conflicts of interest to its accepting an award of the proposed agreement with the College and, if a conflict of interest exists, the manner in which said conflict of interest would be rectified if said contract is awarded to the Firm.

SECTION VII: ALTERNATIVES

Firm may include in its proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately and the cost thereof must be separated and itemized.

SECTION VIII: TERM OF CONTRACT

The selected Firm will be required to execute a contract with the College in conformance with the RFP. The period of this contract is anticipated to begin as soon as practicable after award and continue until the College deems necessary, but no longer than a term of six months. The contract may be extended upon agreement between both the College and the successful Firm.

SECTION IX: EVALUATION

Proposals will be evaluated and scored by the College. The evaluation process is designed to award the proposal not necessarily to the Firm of least cost, but rather to the Firm with the best combination of attributes based on the following evaluation criteria (as well as cost):

- thoughtfulness, thoroughness and perceived propriety of the proposed plan to provide the desired services and findings

- demonstrated firm and proposed team member experience in providing high quality service of the nature described herein
- feedback from references

In addition, the College may make such investigations it deems necessary to determine the ability of the Firm to perform the work. The Firm shall furnish to the College, within five (5) days of request, all such information and data for this purpose as may be requested. The College reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Firm fails to satisfy the College that such Firm is properly qualified to carry out the work contemplated herein. Conditional proposals will not be accepted.

A proposal, including all prices, may not be withdrawn, modified or canceled by the Firm for a period of sixty (60) days following the proposal deadline and the Firm so agrees upon submittal of the proposal. Once selected, the Firm agrees to extend submitted prices, if needed, during the contract negotiation period.

SECTION X: MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

If, within twenty-four (24) hours after the proposals are opened, any Firm files a duly signed written notice with the College and promptly thereafter demonstrates to the reasonable satisfaction of the College that there was a material and substantial mistake in the preparation of its proposal, that Firm may withdraw its proposal. Thereafter, that Firm will be disqualified from further proposal on the RFP.

SECTION XI: PROPOSAL SECURITY

There will be no security requested for this proposal.

SECTION XII: INSURANCE REQUIREMENTS

Before commencing work, the successful Firm shall furnish evidence of insurance coverage in the kinds and amounts hereinafter specified with a Certificate of Insurance (ACORD Form 25 or 25-S), acceptable to the College, that said Firm will maintain in effect until final acceptance of the work or until released in writing at the time of "Notice of Substantial Completion".

- A. Worker's Compensation
 1. Statutory Coverage A applying in the State of New York.
 2. Employer's Liability (Coverage B) applicable to the State of New York in the amount of \$1,000,000 per occurrence.
 3. Disability Benefits – Statutory Coverage required by New York State

- B. Auto Liability and auto No-Fault on all owned, non-owned and hired licensed vehicles.

Liability – Monetary Limits
Bodily Injury - \$500,000 per person
 \$1,000,000 per accident
Property Damage - \$500,000 per occurrence

If coverage for Bodily Injury and Property Damage is combined on a Single-Limit Basis - \$1,000,000 per accident.

No-Fault – New York Statutory Personal Injury Protection.

- C. General Liability – Comprehensive or Commercial Form.

Coverage to be provided:
Premises – Operations
Independent Contractors
Products – Completed Operations
Contractual Liability (Blanket Basis)
Broad Form Property Damage Endorsement

Monetary Limits:
Bodily Injury - \$1,000,000 per occurrence
Property Damage - \$1,000,000 per occurrence

If Bodily Injury and Property Damage are combined - \$3,000,000 combined single limit per occurrence.

- D. Professional Liability

Professional liability insurance in the amount of \$1,000,000 as listed by the state of New York minimum coverage requirement.

Each policy or certificate of insurance hereinbefore required shall contain the following endorsement:

Under “REMARKS” on each Certificate evidencing Commercial General Liability Coverage, Niagara County Community College and the County of Niagara must be named as an additional insured’s.

SECTION XIII: PREVAILING WAGES

Not pertinent to this request for proposals.

Non-Collusion Certification

By submission of this proposal, the Firm certifies that:

- a. This proposal has been independently arrived at without collusion with any other Firm or with any competitor or potential competitor;
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the review of RFP's, to any other Firm, competitor or potential competitor;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit a proposal;
- d. The person signing this proposal certifies that he has fully informed the Firm regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Firm as well as to the persons signing in its behalf.
- e. That attached hereto is a certified copy of a resolution authorizing the execution of this certificate by the signature on this proposal on behalf of the Firm (corporate proposals only).

(SIGNED)

(PRINT NAME)

(TITLE)

(LEGAL COMPANY NAME)

(COMPANY ADDRESS)

(COMPANY CITY, STATE, ZIP CODE)

ATTACHMENT A (CONTINUED)

RESOLUTION - For Corporate Proposals Only

RESOLVED - _____ be authorized to sign
(individual)
and submit the proposal of this corporation for the following project:

Marketing and Advertising Consulting

and to include in such 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 the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by
_____ at a meeting of
its board of directors held on the _____ day of _____, 20__ and is
still in full force and effect on this _____ day of _____ 20__.

(SIGNED)

(PRINT NAME)

(TITLE)

(LEGAL COMPANY NAME)

(COMPANY ADDRESS)

(COMPANY CITY, STATE, ZIP CODE)