

REQUEST FOR PROPOSAL FOR:

MARKETING SERVICES
PROJECT NUMBER CHA21-02

COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

PURPOSE:

The purpose of this REQUEST FOR PROPOSAL is to establish a contract for the Community College System of New Hampshire for Marketing Services to promote the development of youth registered apprenticeships and pre-apprenticeships across the state.

VENDOR CERTIFICATIONS

The vendor who is awarded the contract must be duly registered to conduct business in the State of New Hampshire.

CONTRACT TERM:

The term of any resulting contract shall end on or before June 30, 2023.

The Community College System of NH shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

PAYMENT AND COMPENSATION:

Payment terms: 100% due within 30 days after satisfactory completion of work as assigned and invoiced, receipt of the invoice, approval, and acceptance by the Community College System of NH. Partial payments are allowed.

SCOPE OF SERVICES:

Work within this request for proposal (RFP) shall include the following:

1. Vendor agrees to provide marketing services to the Community College System of NH for the purpose of promoting youth registered apprenticeship and pre-apprenticeship across the state.
2. The duties will include;
 - A. Develop marketing campaign to include print materials, digital and social media
 - B. Develop print marketing materials
 - C. Assist with event planning and promotion
 - D. Provide connections to news media outlets
 - E. Develop and maintain website

ADDITIONAL INFORMATION:

The Community College System of NH reserves the right to make a written request for additional information from a bidder to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

All local, state and federal regulations are to be followed. Any fines assessed to CCSNH or Community College due to the lack of these regulations being followed will be the responsibility of the successful bidder.

The Contractor who is awarded the contract will need to complete a Form Contract for Services (sample available upon request) and provide the required Corporate Resolution (corporations/LLC) or Partnership Certificate of Authority or Sole Proprietor Certification of Authority, whichever applies, to show the individual signing the contract is authorized to do so. The Contractor will also need to supply a current Certificate of Good Standing from the Secretary of State.

Workers' compensation requirements as outlined in the Form Contract for Services and as required by NH law must be followed, and includes, in part, providing proof by the Contractor of workers' compensation insurance coverage for all of its employees on this site.

After the Award of Bid, the Contractor shall submit a list of all employees, all subcontractor's employees, and other related personnel who will be physically required to work at the Community College System of NH, providing the following information for each person:

Name:
Employer's Company Name:

The Community College System of NH reserves the right to request a criminal background check on any employee of Contractor. The Community College System of NH also in its discretion may decide that anyone with a criminal history, other than traffic violations that have not been annulled, will not be allowed to work at the project site.

COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS - EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws. During the term of any contract, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. If the contract is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States shall issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of a proposed contract.

COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS

In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to the following:

- i) The Contractor shall allow access by the grantee, the sub-grantee, the Federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, and transcripts.
- ii) Equal Employment Opportunity E.O. 11246 (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339), as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- iii) Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations 29 CFR part 3. Contractors and Sub recipients performing services in excess of \$2,000 for construction or repair, shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- iv) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) and supplemented by Department of Labor regulations (29 CFR part 5). Contractors and Sub recipients performing services in excess of \$2,000 for construction or repair, shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week.
- v) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by the Department of Labor Regulations (29 CFR part 5). Construction contractors performing services in excess of \$100,000 shall be required to compute the wages of every mechanic or laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 and ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
- vi) Clean Air Act (42 U.S.C 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors and Sub Recipients performing services in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution control Act. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- vii) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file a certification stating that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by this regulation. The contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- viii) Rights to Inventions Made Under a Contract or Agreement. For contracts involving the performance of experimental, developmental, or research work, the Contractor agrees to comply with 37 CFR part 401 and give rights to the CCSNH and the Federal Government for any resulting invention.
- ix) Debarment and Suspension (E.O.s 12549 and 12689. For contracts equal to or greater than \$25,000, contract awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR Part 180. CCSNH will be checking this system for the Contractor's information, and if found, reserves the right to not award and/or rescind said contract.
- x) The Contractor agrees to supply CCSNH with any necessary information as it relates to this contract for the purpose of any required federal reporting, either programmatic or financial.
- xi) The Contractor agrees to the retention of all required records and documentation for three years after the College makes final payment and all other pending matters are closed.

INSURANCE:

Insurance will be more fully addressed at the time a Form Contract for Services is submitted after the bidding process. The Contractor awarded the contract will need to furnish an insurance certificate which includes the following:

The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, for the benefit of CCSNH, the following insurance: Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

This insurance is in addition to the workers' compensation insurance requirements outlined above in this document.

The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the CCSNH, and authorized to do business in the State of New Hampshire.

The certificates shall contain a clause prohibiting cancellations or modifications of the policy earlier than 10 days after written notice thereof has been received by the Community College System of NH.

The certificates are required to name Community College System of New Hampshire as additional insured.

ADDENDUM:

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, the Community College System will fax addenda to all who have already submitted bids and post any changes to its website <https://www.ccsnh.edu/about-ccsnh/bidding-rfp/> Before your submission, always check for any addenda or other materials that may have been issued which would affect the RFP by checking this website.

Any change, correction or deviation to this RFP must be addressed in a written addendum. Verbal changes will not be allowed

SUBMISSION OF RFP RESPONSE:

Bids are due on October 30, 2020, at 4:00 pm. If any Addenda to the RFP are issued, please acknowledge in your bid. **Your response must include the following: Labor Total, Material Total and Project Total. All the materials requested in this RFP document.** Bids should be mailed to the Community College System of NH, Attention Anne Banks or emailed to abanks@ccsnh.edu or hand carried 26 College Dr. Concord NH 03301. The Community College is not responsible for proposals not received due to equipment failure, mail delays, etc. If you want to ensure your proposal was received, please verify by calling Anne Banks at 603-230-3534.

AWARD: as applicable:

The contract will be awarded based on the following scoring criteria:

- Creative elements presented - 30%
- Strategy, including campaign integration and proposed media mix – 25%
- Optimizing available funds – 25%
- Recommendations to coordinate between statewide and college levels of marketing – 10%
- Identification of PR and value-ad opportunities – 10%

The Community College System of NH reserves the right to accept or reject any or all of the proposals.

The Community College reserves the right to waive any and all informalities in its best interest.

BID RESULTS:

Bid results may be viewed when available, once the award has been made, on our web site only at: <https://www.ccsnh.edu/about-ccsnh/bidding-rfp/>

For Vendors wishing to attend the bid opening: **Only the names of the Vendors submitting responses will be made public.**

EXHIBIT A

PROJECT: Marketing Services

COLLEGE NAME: Community College System of NH

BID FORM

Company Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

All labor to complete the project: \$ _____

All materials and equipment to complete the project:
\$ _____

Project Total \$ _____

Signature: _____

Printed Name: _____

Date: _____

Acknowledging Inclusion of Addendum:

Signature: _____

Printed Name: _____

Date: _____

This bid must be signed by a person authorized to legally bind the bidder.