# UNIVERSITY SYSTEM OF NEW HAMPSHIRE

USNH Purchasing & Contract Services 11 Brook Way Durham, NH 03824-3509

Phone: 603/862-2896 Fax: 603/862-3390

Web Site: www.unh.edu/purchasing

# This page MUST be faxed to the USNH Purchasing Office IMMEDIATELY!

# REQUEST FOR PROPOSAL

August 12, 2011		REGISTRATION FORM
August 12, 2011		
		RFP Number: 9478-0001
		Mandatory Pre-proposal Meeting Due Date & Time: 08/23/2011 at 10:00 a.m.
		Due Date & Time: 09/08/2011 at 11:00 a.m.
Project Description:	Marketing Service	es for UNH Conferences and Catering
Returning this form will correspondence regarding		on on submitting a proposal and ensure we have correct information for future
Will submit proposal		Will not submit proposal
If your firm is not submi	tting a proposal, brief	ly state why?
(Please Type/Print Legi	bly)	
Firm		
Contact Person		
Email		
Business Address		
Phone		
Fax		

Please fax this page to: 603/862-3390.

/do

# UNIVERSITY SYSTEM OF NEW HAMPSHIRE

USNH Purchasing & Contract Services 11 Brook Way Durham, NH 03824-3509 Phone: 603/862-2896

Fax: 603/862-3390

Web Site: www.unh.edu/purchasing

Today's Date: August 12, 2011

RFP Number: 9478-0001

Due Date & Time: 09/08/2011 at 11:00 a.m.

#### **Marketing Services for UNH Conferences and Catering**

**Request for Proposal. This is not an order.** The University System of New Hampshire reserves the right to reject any or all proposals and to waive any formalities in the proposal process.

Proposals are to be sealed with the RFP number clearly marked on the outside of your envelope. Proposals must be received by the USNH Purchasing Office prior to the date and time. Firms are encouraged to confirm the receipt of their proposal submission prior to the due date.

Proposals will be opened in the USNH Purchasing Office at the time and date indicated above.

Fax responses will not be acceptable.

#### **Respondents List or Summary of Proposal Results:**

Please visit our web site at <a href="https://www.unh.edu/purchasing/bid-results.html">www.unh.edu/purchasing/bid-results.html</a>. Results are generally made available within three (3) business days after the due date. Time frame may vary depending on the complexity of the proposals and number of responses.

#### **UNH Inclement Weather Policy:**

It is the University's policy to declare curtailed operations when the most severe weather conditions are expected or experienced. You may call the UNH Storm Hotline at 603/862-0000 to learn if the University is open or if curtailed operations are in effect. Any events scheduled for a day when curtailed operations have been declared will be postponed until the next business day at the same time as originally scheduled.

# Lisa M. Pollard

Lisa M. Pollard, C.P.M. Purchasing Manager

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USNH Purchasing & Contract Services

11 Brook Way

Durham, NH 03824-3509 Due Date & Time: 09/08/2011 at 11:00 a.m.

Phone: 603/862-2896 Fax: 603/862-3390

Web Site: www.unh.edu/purchasing

# REQUEST FOR PROPOSAL Marketing Services for UNH Conferences and Catering for the University System of New Hampshire

#### 1. INTRODUCTION

#### 1.1 Purpose

The University System of New Hampshire (hereafter referred to as USNH or Owner) representing the University System of New Hampshire Conference and Catering Office (UCCO), is requesting proposals for marketing services. UCCO is seeking qualified, professional firms to provide services as outlined herein for various projects under a term agreement with the University. This solicitation is open to all qualified firms eligible to do business within the State of New Hampshire.

#### 1.2 Contract Period

It is USNH's intent that any contract resulting from this request for proposal will be for three (3) years. However, the initial contract period will be for one (1) year with the option for two (2) one-year renewals with the mutual consent of USNH, and the Firm. The effective date for the initial contract period will be on or about 10/01/2011 through 09/30/12.

#### 1.3 Contact(s)

The contact (owner's agent) for this request for proposal is Lisa M. Pollard. All questions concerning this request for proposal must be submitted in writing via email to <a href="lisa.pollard@usnh.edu">lisa.pollard@usnh.edu</a> or faxed to 603-862-3390. Any communication regarding this proposal between firms and University personnel and/or evaluation committee members is prohibited and could result in vendor disqualification, unless previously authorized by the aforementioned agent or his/her designee.

#### 1.4 USNH Terms and Conditions

Terms and conditions are available on the USNH Purchasing & Contract Services web site at <a href="https://www.unh.edu/purchasing/forms.html">www.unh.edu/purchasing/forms.html</a>. Standard USNH Independent Contractor Agreement (ICA) Terms and Conditions will apply for services. By responding to this solicitation, the Firm acknowledges that s/he has read, understands and accepts the USNH's terms and conditions.

# 1.5 Department/Campus Information

Please visit the following sites for detailed information relative to all campuses mentioned in "Purpose":

UNH-Durham www.unh.edu

UCCO <a href="http://www.conferences.unh.edu/">http://www.conferences.unh.edu/</a>

# 1.6 Sustainability Statement

USNH and UCCO strive to conduct business in a sustainable and energy efficient manner. This is an effort to balance economic priorities with environmental health and human health. USNH will, when economically feasible, do business with companies that can further our sustainable objectives. We are interested in receiving environmental mission statements or information about any programs or policies that have to do with sustainable issues. These programs or policies can be, but are not limited to, reducing, reusing and recycling resources, disposal of organic and other solid waste, conservation efforts in regards to transportation, energy and water, disposal of hazardous waste, and/or giving back to the community. USNH also prefers to purchase items with Energy Star<sup>TM</sup>

Proposal Number: 9478-0001

ratings. If applicable, please include as part of your proposal, pertinent information in reference to any sustainable and/or energy efficient practices and products offered by your Firm.

#### 1.7 RFP Timeline (actual dates may vary slightly based upon individual circumstances)

RFP Release	08/12/2011
Pre-Proposal Meeting	08/23/2011at 10:00 a.m.
Deadline for Written Questions	08/25/2011
Addendum Release	08/29/2011
Proposals Due	09/08/2011 at 11:00 a.m.
Finalist Interviews	Week of 09/12/2011 and 09/19/2011
Award Decision by	09/23/2011
Contract Signed/Effective	10/01/2011

#### 1.8 Access to Information on the Web

The RFP references internet links where forms and other information are available. If you do not have access to the Internet, notify the RFP contact (listed in Section 1.3) for copies.

#### 2. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

#### 2.1 Scope of Services Sought

- 2.1.1 In the course of its mission, UCCO has the need for specific marketing expertise across the full range of professional disciplines normally associated with the development of a given project. UCCO is looking for firms with specific expertise in the following areas:
  - Development and execution of annual marketing plan
  - Budget and project planning, including tracking, (monthly to budget variance reports)
  - Comprehensive Media Plan
  - Project Coordination and Execution
  - Regular monthly meetings and conference summary reports
  - Consulting, competitive research, industry trends, vendor relations
  - Unlimited marketing and sales advice
- 2.1.2 UCCO prefers to work with a single firm for the above services, however, reserves the right to award the services to more than one firm if in the best interest of the University. UCCO reserves the right to utilize other internal or external agencies for any of these services if it is deemed to be in the best interest of UCCO.
- 2.1.3 Approximate annual budget for marketing: \$70,000 including media buying.

Note: This figure does <u>not</u> include the cost of printing. UCCO utilizes UNH Printing Services for its printed materials whenever possible. Awarded vendor will work with UNH Printing Services for all materials needed, unless otherwise authorized.

# 2.2 Project Types and Approximate Project Schedules/Frequencies

Schedules will be developed for individual projects or assignments where specific services are requested. In general, it is expected that firms selected will provide the following requested services in a prompt and timely fashion.

#### 2.2.1 **Print Advertising**

Three full page, full color ads in NH Business Review, NH Wedding Magazine, etc.

Meetings Advertising Package
 Wedding Advertising Package
 Catering Print Advertising
 March

#### 2.2.2 **Online/Digital**

To include a paid search campaign, three flash banner ads.

Banner Advertising – Meetings Package (FLASH)
 Banner Advertising – Wedding Package (FLASH)
 Banner Advertising – Miscellaneous (Static)
 January

#### 2.2.3 **Brochures**

Two full page, color, three fold.

Wedding eBrochure - July
 Meeting eBrochure - December

#### 2.2.4 **Direct Marketing**

Two campus mailers, postcard.

Campus Mailer – Meetings/Catering
 Campus Mailer – Weddings/Catering
 May

#### 2.2.5 Website/Social Media Sites

Daily Facebook/Twitter posts, two landing pages.

Social Media Management - Ongoing
 Landing Page - Wedding Package - April
 Landing Page - Meeting Package - July
 Blog Page - Ongoing
 Paid Search Campaign - Ongoing

## 2.2.6 **Public Relations/Tradeshows/Press Releases**

Design/print tradeshow display system, up to four press releases.

Tradeshow Graphic Display
 Press Releases
 Public Relations
 Other Agency Services as needed
 October & November
 Ongoing
 Ongoing
 Ongoing

#### 2.3 Evaluation Criteria

Based upon the information presented by responding firms, UCCO staff will determine the most highly qualified candidate(s). A comprehensive evaluation of the various respondents' information in concert with the criteria stated below shall be made. Selection of finalist(s) and in turn the Awardee(s) will be made on the basis of the UCCO staff determination of the proposals providing the greatest overall benefit to the University. Finalist firms (or collaborations of multiple firms) may be invited to present formal proposals in support of their selection.

#### 2.3.1 Each package will be evaluated on, but not necessarily limited to, the following factors:

- Relevant credentials, qualifications, expertise, and experience of firm or individuals (or a collaboration of multiple firms) to provide requested services.
- Commitment, availability, and adequacy of professional staff for assignment to projects when requested.

- Discipline Specific Criteria (print, digital, direct marketing, social media, trade show, etc.) Range
  of relevant expertise resident within a single firm/agency.
- Fee range versus value received
- Demonstrated ability to deliver within schedule and budget constraints.
- Respondent's perceived level of candor, inclusiveness, ability to listen, and spirit of collaboration.
- Project experience in institutional/educational environments.
- Sustainability philosophies and practices.
- Negative findings or judgments on the basis of any one of the above criteria may result in elimination of a given proposal from further consideration.

#### 2.4 Formal Presentations and Interviews

- 2.4.1 Following the submission of a formal proposal, finalists may be invited to the University to make a formal presentation of their written proposal to the staff and to answer questions. Firms should, however, prepare their written response in sufficient detail to allow consideration, in the event formal presentations are not conducted.
- 2.4.2 The format, agenda, and specific content for the formal presentations may change by based on discipline categories and finalists, depending upon the particular requirements demanded by the project and/or questions raised about a given finalist. Each selected finalist will be individually forwarded general information about the formal presentations following the announcement of his/her selection, and sufficiently prior to the date of the presentation to permit advance preparation. This will include time and location information, as well as the acceptability and availability of audio-visual support.
- 2.4.3 The University reserves the right to decline to hold formal presentations and to make its decision based solely upon the written formal proposals submitted.

#### 2.5 Formal Contract Document

2.5.1 UCCO will be utilizing the <u>USNH Independent Contractor Agreement</u> version 2/11/11, as the contract with the selected Firm(s). Firms may review a copy at: <a href="http://www.unh.edu/purchasing/forms.html">http://www.unh.edu/purchasing/forms.html</a>.

#### 3 REQUEST FOR PROPOSAL INSTRUCTIONS/INFORMATION

#### 3.1 Overview of Proposal Process/Timeline

- 3.1. 1 Proposal packages shall be available by 08/12/2011.
- 3.1. 2 A pre-proposal meeting is scheduled for 08/23/2011 at 10:00 a.m. If a mandatory site inspection or meeting is required, proposals from Firms that did not attend will not be considered.
- 3.1. 3 All questions concerning this request for proposal must be submitted in writing via email to <a href="mailto:lisa.pollard@usnh.edu">lisa.pollard@usnh.edu</a> or via fax to 603-862-3390. All questions must be received by 12:00 noon on 09/25/2011. Questions received after this date/time will not be answered.
  - 3.1.2.1 Questions will be answered via written addenda. All addenda are published on the web at <a href="http://www.unh.edu/purchasing/bid-docs.html">http://www.unh.edu/purchasing/bid-docs.html</a>.
  - 3.1.2.2 It is the responsibility of the Proposer to verify that s/he has reviewed all addenda and other required documentation.
- 3.1. 4 Proposals are due no later than 09/08/2011 at 11:00 a.m. Proposals will be opened at that time. Late proposals will not be considered.
- 3.1. 5 All proposals will be reviewed and evaluated by the evaluation committee, which will consist of members from UCCO and USNH Purchasing.
- 3.1. 6 Finalists may be asked to come to UNH-Durham to discuss their proposals further with the evaluation committee. The evaluation committee will decide if such presentations are necessary. If presentations are necessary they will take place the week of 09/12/2011 and 09/19/2011.
- 3.1. 7 The evaluation committee shall make its selection by 09/23/2011.

3.1. 8 It is expected that a contract will be signed and become effective 10/01/2011 or another mutually agreeable date.

#### 3.2 General Instructions

- 3.2.1 Contact with or visitation with personnel at any campus regarding this request for proposal may not be made by the Firm's personnel without the prior approval of the USNH Agent/Manager or his/her designee.
- 3.2.2 Any oral information received from the evaluation committee or any other USNH personnel will not alter or change this request for proposal.
- 3.2.3 Proposals may be hand delivered or mailed. **Faxed responses are not acceptable.**
- 3.2.4 Submit one original (hard copy) and one electronic copy (on a CD or Flash Drive) to accommodate electronic imaging in a sealed package by 09/08/2011 at 11:00 a.m. Package should be clearly marked "RFP# 9478-0001 Marketing Services for UNH Conferences and Catering". The CD/Flash Drive should be clearly labeled with the respondent's name and "RFP# 9478-0001 Marketing Services for UNH Conferences and Catering". Package should be addressed as follows:

Lisa M. Pollard, Purchasing Manager USNH Purchasing and Contract Services 11 Brook Way Durham, NH 03824-3509

- 3.2.5 In case of discrepancies between copies, the original hard copy shall serve as the official record.
- 3.2.6 By responding to this request for proposal the Firm acknowledges that s/he has read and understands the information contained within this request for proposal and has taken the contents into account in the preparation of the proposal.
- 3.2.7 The cost for developing proposals shall be absorbed by the Firm.
- 3.2.8 USNH considers all terms and conditions to be accepted unconditionally by a Firm unless written exceptions are made to specific clauses of this request for proposal. Such exceptions may, however, be used as a basis for rejection of the proposal.
- 3.2.9 Failure of a Firm to follow the instructions of this request for proposal may result in rejection of the Firm's proposal.
- 3.2.10 The Firm certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, have been declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Firm cannot certify this statement, attach a written explanation for review by the USNH.
- 3.2.11 In the case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

## 3.3 Format & Contents of Proposal

- 3.3.1 Proposals should address all sections of this request for proposal. The proposal must be in sufficient detail to allow the evaluation committee the ability to evaluate the submission. Submissions must follow the same sequence and numbering scheme used in this request for proposal.
- 3.3.2 Provide the following information in a tabbed format:
  - **Tab 1** Cover Sheet. Clearly identify the Firm submitting the proposal.
  - **Tab 2** Executive Summary. (i.e. cover letter) signed by an authorized officer (no more than three pages).

- **Tab 3 Staffing & Organization.** Provide a description of the Firm's organization and staffing including the names and titles of all personnel who would be assigned to the contract.
- **Tab 4 Detailed Plan/Scope of Work.** Provide a detailed plan for fulfilling the contract. Include a description of what your Firm views as its responsibilities as well as a complete pricing structure (**Appendix A Proposal Form**) for products and/or services to be provided.
- **Tab 5 Owner Requirements.** If applicable; provide complete information for any services, information, equipment, or space to be provided by Owner.
- **Tab 6 Client References.** Provide at least three references where your firm has provided a similar scope of services. For each reference, include company name, address, telephone number, fax number, email address, primary contact, and description of services provided for these clients. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the USNH may contact these references.
- **Tab 7 Other Information.** Provide any other information, which your Firm may choose to reveal to the evaluation committee.
- **Tab 8 Statement of Qualification.** Completed in its entirety.
- **Tab 9 USNH Substitute W-9 Form.** Completed in its entirety and executed. (Submit with the original proposal submittal only in a sealed envelope marked "Confidential USNH Substitute W-9 Form).
  - The form is available on our website at <a href="http://unhinfo.unh.edu/purchasing/sub-w9.PDF">http://unhinfo.unh.edu/purchasing/sub-w9.PDF</a>.
  - In order to maintain confidentiality of this information, the form should *not* be included in the electronic copy.
- **Tab 10 Financial Statements.** Acknowledgement that your firm is willing to comply with the following:

Financial statements are not required to be submitted with your proposal. However, prior to an award, the University may request financial statements from your firm, and/or credit reports or letters from your bank and/or suppliers. If requested, and your firm does not comply with the request, this may be grounds for rejection of your proposal.

Financial statements are considered confidential by the USNH. They will be destroyed when said documents are no longer required.

## 3.4 Evaluation Committee Rights/Rules of Conduct

- 3.4. 1 The evaluation committee expressly reserves the right to reject any and all proposals without penalty, to waive all technicalities and irregularities and deviations of proposals from this request for proposal, to decide whether a proposal does or does not substantially comply with the requirements of this request for proposal, to be the final judge as to which is the best overall proposal, and to award a contract to the Firm whose proposal it considers to be in the best interest to USNH.
- 3.4. 2 The evaluation committee reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to USNH.
- 3.4. 3 In the event that the awarded Firm refuses to enter into a contract, his/her proposal will be rejected.
- 3.4. 4 Subject to the provisions of the New Hampshire Right to Know Law, RSA 91-A, prior to the issuance of an award the evaluation committee shall treat all proposals received as confidential. After the issuance of an award all proposals shall be public records. If no award is issued and the solicitation is cancelled without intention of reissuance, all proposals shall be public at the time of cancellation. If no award is issued and USNH intends to reissue the solicitation, all proposals shall be confidential until the award is issued or the subsequent solicitation is cancelled without intention of reissuance.

- 3.4. 5 Also subject to the provisions of the New Hampshire Right to Know Law, RSA 91-A, the working papers and any other records of the discussions or deliberations of the evaluation committee or any of its members shall be treated as confidential and entitled to either or both of the specific exemptions from public access provided for in RSA 91-A:5, VIII and IX.
- 3.4. 6 The evaluation committee will evaluate all proposals against the evaluation criteria listed in this request for proposal and determine which Firm will best meet the needs of USNH.
- 3.4. 7 In the event that a contract acceptable to the committee cannot be executed with the top Firm, the committee may eliminate that Firm from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the Firm next preferred among the Firms who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all proposals have been eliminated.
- 3.4. 8 USNH reserves the right to negotiate simultaneously with more than one Firm.

## 4 INSTRUCTIONS TO SUCCESSFUL FIRM(S) FOR EXECUTION OF A CONTRACT

#### 4.1 Contract

- 4.1.1 The USNH Independent Contractor Agreement (ICA) will be used. This document is available for review at the following web site: <a href="http://www.unh.edu/purchasing/forms.html">http://www.unh.edu/purchasing/forms.html</a> Firms are responsible for including any conflicts to any of the terms and conditions contained in the ICA with their submission, and to propose alternatives. USNH will consider all alternatives. However, USNH reserves the right to decline to revise any of the terms and conditions contained in the ICA, if deemed to not be in the best interest of the University.
- 4.1.2 The contact (owner's agent) listed in Section 1.3 will work with the selected Firm's representative(s) to develop a mutually agreeable contract document.

#### 4.2 Contract Terms and Conditions

4.2.1 Firm shall guarantee their pricing structure for a specific period of time. If pricing changes, Firm must request increase in writing, and increase must be approved by USNH, in writing, with a minimum of thirty (30) days' notice.

#### 4.2.2 Extensions

The intent to renew or not to renew the contract by either party shall be filed in writing with the Owner's Agent by May 15<sup>th</sup> of the current contract year for the succeeding contract year. The Owner's Agent is to be advised if that is not possible.

4.2.3 It is USNH's intent that the required negotiation and approvals for any extension will be completed by June 15<sup>th</sup> of the current contract year for the succeeding contract year. The Owner's Agent will represent USNH during negotiations.

#### 4.3 Contract Termination/Cancellation

- 4.3.1 The Owner may without prejudice to any right or remedy, and after giving the Firm and its sureties written notice, terminate the contract forthwith if any of the following conditions exist:
  - 4.3.1.1 If the Firm should be adjudged bankrupt;
  - 4.3.1.2 If the Firm shall make a general assignment for the benefit of its creditors, or a receiver should be appointed over the property;
  - 4.3.1.3 If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,

- 4.3.1.4 If this contract or any part hereof shall be subcontracted without previous written consent of USNH and the Owner.
- 4.3.2 The Owner reserves the right to cancel the contract awarded to the Firm, if in the USNH's judgment, performance under the contract is unsatisfactory. It is understood, however, that if at any time during the term of the contract performance thereunder is deemed to be unsatisfactory, the USNH shall so notify the Firm and demand that the Firm shall correct such unsatisfactory conditions immediately but not more than ten (10) days from such notification. If such corrections are not made within the allotted time period, USNH may terminate the contract within thirty (30) days of the initial notification date.
- 4.3.3 The contract will automatically terminate at the end of the initial contract period unless both parties agree to a renegotiated optional extension as stated in Section 1.2.
- 4.3.4 Either party may without prejudice to any right or remedy, and after giving the other party thirty (30) calendar days written notice, terminate the contract.

# 4.4 USNH's Rights and Responsibilities

- 4.4.1 USNH reserves the right to audit those financial records of the Firm, which pertain to the contract at UNH.
- 4.4.2 USNH reserves the right not to enter into a contract if, after reviewing all proposals received, it is determined such a contract would not be in the best interest of the USNH.
- 4.4.3 USNH intends to meet contractual obligations and to treat all Firms fairly.

## 4.5 Firm's Rights and Responsibilities

- 4.5.1 The Firm agrees to maintain records arising from the operation of this contract for a period of two (2) years following its termination or expiration date, unless permission to the contrary is given by the USNH in writing. The Firm agrees to provide access to its accounting information pertaining to this USNH contract in the event an audit is requested.
- 4.5.2 Lisa M. Pollard will be the designated representative for this contract and shall be the official operational contact for the Firm. Questions of conduct, methods, quantity, quality, scheduling, etc. are to be directed to this individual during the term of the contract, unless otherwise indicated at time of Award.
- 4.5.3 The Firm will be responsible for purchasing merchandise and services and executing contracts in its own name and at its own cost and expense and on its own credit.

# 4.6 Rights Afforded To Both Parties

- 4.6.1 Awarded firm shall indemnify and hold harmless the USNH and its affiliates, trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.
- 4.6.2 If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations at the University/College shall be interrupted or stopped, performance of this contract, with the exception of moneys already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
- 4.6.3 The contract shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any provision of these terms and conditions shall be declared illegal or unenforceable by a competent court within this jurisdiction the remaining provisions shall remain in full force and effect. Any litigation related to this agreement will be brought and maintained in courts within the State of New Hampshire.

4.6.4 Neither party may assign this contract without the written consent of the other party; and any assignment attempted without such consent shall give the other party the immediate right to cancel this contract except that the Firm may assign this contract with the consent of Owner to any subsidiary or affiliate of the Firm or any corporation into which the Firm or its successor may be merged, converted or consolidated, or which may otherwise succeed to substantially all of its assets; but the Firm shall during the term hereof remain liable for its obligation hereunder.

## 4.7 Insurance Requirements

Within ten (10) business days after the Owner mails, emails, sends a fax transmission or delivers a Notice of Acceptance, Agreement or Purchase Order, or prior to beginning work on campus, whichever is sooner, the successful Firm shall deliver to the Owner the Certificate of Insurance as specified in the USNH Insurance Requirements, available at the following web site: <a href="http://www.unh.edu/purchasing/forms.html">http://www.unh.edu/purchasing/forms.html</a> in the Other Forms section. These are the USNH's standard requirements which shall apply unless otherwise specified within this section.

4.7.1 For this project, the Selected Firm shall maintain professional liability insurance in an amount not less than \$1 million per occurrence/\$2 million aggregate.

#### 4.8 Mediation

- 4.8.1 In the event the parties are unable to resolve a dispute, controversy or claim arising under this agreement, then either party may give written notice to the other party of its intention to mediate. Any dispute arising under this Agreement may be settled by mediation in the State of New Hampshire in accord with such procedures as may be acceptable to the parties.
- 4.8.2 If the dispute has not been resolved through mediation within thirty (30) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall be free to litigate the matter.
- 4.8.3 In the event of any mediation or litigation arising under this Agreement, each party shall be responsible for its own costs and expenses arising therefrom, including any and all attorney's fees. Neither party shall seek reimbursement from the other party.

11 Brook Way

3.

**DUNS Number** 

Dealer

Individual

Durham, NH 03824-3509 Phone: 603/862-2896 Fax: 603/862-3390 Due Date & Time: 09/08/2011 at 11:00 a.m.

Bid Number: 9478-0001

#### STATEMENT OF QUALIFICATIONS

\*\*\* FAILURE TO REPLY MAY RESULT IN DISQUALIFICATION OF PROPOSAL \*\*\*

1. Firm

2. Address, Telephone Numbers and Fax Numbers (toll-free if available) for:

a. Principal Place of Business

b. Principal Mgr. or Sales Rep.

c. Proposals

d. Order Placement

e. Accounts Receivable

4.	Are you registered with the NH Secretary of State?	Yes 🗌	No 🗌	Date	
	Do you have a current Certificate of Authority?	Yes 🗌	No 🗌	Date	
					<u> </u>

5. General Classification of Business or Character of Work Performed

6. Doing Business as:

Contractor Manufacturer Distributor

Corporation

in State of Year Organized \_\_\_\_\_

Does the Contractor or any owner, sales/service representative, or employee, have a personal relationship with any USNH employee (includes all campus locations) (student relationships are not considered)? Yes No
 Number of years engaged in this business under present business name

Partnership

If another name, supply details

b. Terms: \_\_\_\_\_ c. FOB: \_\_\_\_\_

10.	If a Contractor, what categories of work do you perform with your own forces?
11.	Major current projects (Include name of project, owner, contract amount, percent complete, and scheduled completion date. Attach separate sheet if necessary.)
12.	List any projects completed for the University System within the last five years. (Include name, gross amount, completion date, and owner representative.
13.	Has this business ever defaulted on a contract? If "yes", state circumstances.
14.	Has this business ever failed to complete any project awarded to it? If "yes", state circumstances.
15.	List your major equipment available.
16.	List and provide brief resume of key personnel available to manage and supervise.
17.	Trade References.
18.	List bank with which your company does business. Do you grant permission to a responsible USNH Administrator to contact these banks? Yes No
19.	Name of bonding company and address of agent.
20.	If submitted with a proposal, list projects that are similar to this project and/or the major projects completed by this business in the past five years. (Include name of project, owner, contract amount, and completion date. Attach separate sheet if necessary.)
21.	Number of full-time employees AA/EEO Employer?
22.	Does your Concern meet any of the following US Government criteria?  a.   Minority enterprise Concern. A minority enterprise is one that is at least fifty percent owned by minority group members, or in the case of publicly owned businesses at least fifty-one percent of the stock is owned by minority group members. (If checked, indicate ethnic group below)  Black American (not of Hispanic origin)  Hispanic American  American Indian/Alaskan Native
	b. Women Owned and Operated Concern. A business that, regardless of ethnic background is at least fifty percent owned by women members, or in the case of publicly owned businesses at least fifty-one percent of the stock is

	c.	owned by women.  Small Business Concern. A business independently owned and operated, not dominant in its field and meets
	d.□	employment and/or sales standards developed by the Small Business Administration.  Labor Surplus Area Concern. A business located in an area (designated by the US Government, Department of
	u	Labor) in which unemployment exceeds the national average.
23.	order, will co Readju the Secongani meetin CFR 6 or orga	furnishing goods and services to any unit of the University System of New Hampshire pursuant to any purchase contract, or agreement, whether written or oral, the undersigned certifies that his/her company or organization omply with the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans astment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, as well as all regulations and orders of cretary of Labor pursuant to these provisions. Further, the undersigned certifies that his/her company or zation will incorporate by reference in each contract, purchase order or agreement with the University System ag the appropriate jurisdictional limits the equal employment and affirmative action clauses contained in 41 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4. The undersigned also certifies that employees of the company anization have been instructed not to engage in any acts of sexual harassment against students or employees of hiversity System.
debarr transac	ed, susp ction (c	NT: The firm certifies, by submitting this Statement of Qualifications, that neither it nor its principals are presently pended, proposed for debarment, have been declared ineligible, or voluntarily excluded from participation in this ontract) by any governmental department or agency. If the firm cannot certify this statement, attach a written explanation the University.
		bove information to be correct and authorize the University System of New Hampshire to investigate all facts contained ing facility visitation.
Firm		
Ву		Date
Printe	d Name	
Title		

# APPENDIX A – PROPOSAL FORM

# **Marketing Services for UNH Conferences and Catering**

**PRICING** 

DESCRIPTION

Print Advertising	
Three full page, full color ads in NH Business Review, NH Wedding Magazine, etc Design only, no printing or fulfillment	
Rate per Hour	\$
Estimated Hours	Н
Online/Digital	
Include a paid search campaign, three flash banner ads—Design only, no hosting	
Rate per Hour	\$
Estimated Hours	Н
Brochures	
Two full page, color, three fold –Design only, no printing or fulfillment	
Rate per Hour	\$
Estimated Hours	Н
Direct Marketing	
Two campus mailers, postcard—Design only, no printing or fulfillment	
Rate per Hour	\$
Estimated Hours	Не
Website/Social Media Sites	
Sites daily Facebook/twitter posts, two landing pages (weddings/meetings)—	
Design only, no hosting	\$
Rate per Hour Estimated Hours	· ·
Public Relations/Tradeshows/Press Releases	Н
Releases Design/print tradeshow display system, up to four press releases—	
Design only, no printing or fulfillment	
Rate per Hour	\$
Estimated Hours	Н
TOTAL PROJECT HOU	URS He
TOTAL PROPOSAL PR	
TOTAL PROPOSAL PRI	_
USNH/UCCO reserves the right to award the services to more than one firm and/or to uti any of these services if it is deemed to be in the best interest of UCCO.	lize otner internal or external ager
any of these services if it is deemed to be in the best interest of occo.	
For Website/Social Media - Please provide a web link to view other sites you have provide	ded similar work on:
THIS PROPOSAL IS VALID FORDAYS	
THIS PROPOSAL IS VALID FOR DATS	
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2110	
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