Request for Proposal # 1428

For: Public Relations - ACP

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<th>Event</th>
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<td>Request For Proposal</td>
<td>Dec. 11, 2019</td>
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<tr>
<td>Questions Due</td>
<td>Jan. 3, 2020</td>
<td>10:00 A.M.</td>
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<td>Answers Via Addendum Issued &amp; Posted</td>
<td>January 8, 2020</td>
<td>2:00 P.M.</td>
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<tr>
<td><strong>Bid Submission Due / Public Bid Opening</strong></td>
<td>January 17, 2020</td>
<td>11:00 A.M.</td>
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(Refer to RFP Section 4.0 for more information.)

Dates are subject to change. All changes will be reflected in Addendum issued.

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<th>Small Business Set-Aside</th>
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RFP Issued By
Office of Procurement Services
Montclair State University
Overlook Corporate Center
150 Clove Road, Third Floor
Little Falls, New Jersey 07424

Assigned Procurement Services Buyer: _Liz Blades_________
Telephone #: _973-655-4402_______
Fax #: _(973)  655-5468_ 
E-mail: bladese@mail.montclair.edu_

Date:  Dec. 11, 2019
SIGNATURE PAGE: REQUEST FOR PROPOSAL # 1428

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<th>FOR: Public Relations - ACP</th>
<th>RETURN BID PROPOSAL TO:</th>
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<td>OFFICE OF PROCUREMENT SERVICES</td>
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<td>MONTCLAIR STATE UNIVERSITY</td>
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<td>150 Clove Road, Third Floor</td>
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<td>Little Falls, NJ 07424</td>
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PROCUREMENT SERVICES BUYER: Liz Blades
EMAIL: bladese@montclair.edu
FAX#: (973) 655-5468

1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF ___11:00 AM_______ ON ___Jan. 17, 2020_______ AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED):

OFFICE OF PROCUREMENT SERVICES
MONTCLAIR STATE UNIVERSITY
150 CLOVE RD, 3RD FLOOR
LITTLE FALLS, NJ 07424

2. THE BIDDER MUST SIGN THIS REQUEST FOR PROPOSAL (RFP) SIGNATURE PAGE IN ADDITION TO THE ITEMS LISTED AS “APPLICABLE” IN APPENDIX #1 OF THIS REQUEST. HYPERLINKS TO EACH FORM HAVE BEEN PROVIDED WITHIN THE APPENDIX.

3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PROPOSAL PRICES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.

4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.

5. THE BIDDER IS STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE(S) AND SITE VISIT(S). NO SPECIAL ARRANGEMENTS WILL BE MADE FOR THOSE NOT ATTENDING. INFORMATION ON PRE-BID CONFERENCE(S) AND SITE VISIT(S) CAN BE FOUND IN THE SCHEDULE OF EVENTS SECTION OF THIS REQUEST.

6. PROPOSALS SHALL REMAIN OPEN FOR ACCEPTANCE AND MAY NOT BE CHANGED OR WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE BID OPENING DATE.

TO BE COMPLETED BY BIDDER

BIDDER NAME:
ADDRESS:
BIDDER TEL#: ___________________________ FEDERAL TAX IDENTIFICATION #
EXT:_________ BIDDER FAX#: ___________________________
BIDDER E-MAIL: ___________________________

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY’S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE BID PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY’S OPTION TO ISSUE A WRITTEN NOTICE OF ACCEPTANCE TO BIDDER FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.

ORIGINAL SIGNATURE OF BIDDER DATE

PRINT/TYPED NAME TITLE
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1.0 INFORMATION FOR BIDDERS

1.1 SCHEDULE OF EVENTS

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(Refer to RFP Section 4.0 for more information.)

1.1.1 REQUEST FOR PROPOSAL

Bidders are requested to provide their proposals in accordance with the terms and conditions provided within this solicitation.

1.1.2 SITE VISIT / PRE-BID MEETINGS

The bidder is strongly encouraged to attend the pre-bid conference(s) and site visit(s). No special arrangements will be made for those not attending. The bidder is responsible for the full Scope of Work regardless of attendance to the pre-bid conference(s) and site visit(s).

1.1.3 QUESTIONS AND ANSWERS

Questions and inquiries regarding bidding information should be sent to bladese@montclair.edu or faxed to the number provided in the RFP Signature page. All questions submitted by the above due date and time will be answered on the Procurement Services website. Answers will be provided via addendum to this RFP and will be posted on Procurement Services webpage on or around the date provided in section 1.1. Additional instructions for question submittal must be in accordance with Section 4 of this solicitation.

1.1.4 QUOTES / PROPOSALS / BIDS DUE DATE

Bidders must submit all information requested herein no later than the above referenced date and time in order to be considered for award. Incomplete proposals will be rejected. Bidder submissions must be in accordance with the instructions found in Section 4 of this solicitation.

NOTE: Bidders are not to contact the University using department directly, in person, by telephone or by email, concerning this RFP.

1.2 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Office of Procurement Services (Procurement Services), Montclair State University (University). The purpose of this RFP is to seek proposals
for a full service Public Relations Firm with an outstanding record of placements in both traditional and new media markets at competitive pricing.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the University, price and other factors considered. However, the University reserves the right to separately procure individual requirements that are the subject of the awarded contract during the contract term, when deemed by the University’s Vice President for Finance and Treasurer to be in the University’s best interest.

The University’s Standard Contract Terms and Conditions (Appendix 1, Item 1), are part of the awarded contract. The University’s Standard Contract Terms and Conditions are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them.

1.3 BACKGROUND
Montclair State University is a research doctoral institution ranked in the top tier of national universities. Building on a distinguished history dating back to 1908, the University today has 10 colleges and schools that serve approximately 21,000 undergraduate and graduate students with more than 300 doctoral, master’s and baccalaureate programs. Situated on a beautiful, 252-acre suburban campus in Passaic and Essex Counties just 14 miles from New York City and having a School of Conservation located in Sussex County, Montclair State delivers the instructional and research resources of a large public university in a supportive, sophisticated and diverse academic environment.

1.4 JOINT VENTURE
If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture’s bid proposal. Authorized signatories from each party comprising the joint venture must sign the RFP Signature Page and the Source Disclosure Certification (Appendix 1, Item 3). A separate Ownership Disclosure Form (Appendix 1, Item 2) and Company Qualification Certification (Appendix 1, Item 4) must completed by each party to the joint venture.
2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS
The following definitions will be part of the contract awarded as result of this RFP:

Addendum - Written clarification or revision to this RFP issued by Procurement Services.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the University’s Vice President for Finance and Treasurer.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - Any addendum to this RFP, this RFP, the University’s Standard Terms and Conditions (Appendix 1, Item 1), the awarded bidder's bid proposal and the University’s form Agreement incorporating these documents.

Contractor - The contractor is the bidder awarded a contract.

Director – Director of Procurement Services.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the University.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

2.2 CONTRACT SPECIFIC DEFINITIONS

Not Applicable
3.0 COMMODITY DESCRIPTION/SCOPE OF WORK
Arts + Cultural Programming contributes to the vitality of Montclair State University, the community in which the university is located, and the entire region by offering affordable access to extraordinary arts experiences that emphasize innovation, exploration, and the distinction of the artist. Through its unique programs: PEAK Performances, Creative Thinking, PeARL, and partnership with WLIW/WNET All Arts, ACP makes an important contribution to the international contemporary performing arts landscape by supporting the creation of new work by both emerging and well-established artists of the highest caliber. Media coverage of ACP and its programs plays a critical role in selling tickets and in bringing attention to the artists ACP champions and the University it serves. ACP seeks to maintain and to expand awareness of its unique place in the NJ/NYC performing arts landscape and to continue to bring positive media attention to Montclair State University through programming, branding and publicity. With this in mind, ACP seeks proposals for a full service Public Relations Firm with an outstanding record of placements in both traditional and new media at competitive pricing.

The successful firm must have the following:

- A record of successful media relations campaigns for performing arts venues with a minimum of five years experience working with the media market for performing arts.
- A comprehensive press list and solid contacts in the media for the performing arts, including contacts at major print, radio, television, and online outlets.
- The ability to convert story pitches into features and/or reviews through effective use of contacts across all platforms print, broadcast, streaming, and digital.
- A diverse portfolio that demonstrates current editorial placement in leading media outlets including but not limited to:
  - The New York Times Daily Arts section; its Arts & Leisure Sunday edition, as well as digital editions;
  - a range of media outlets such as the Wall Street Journal, New Yorker, National Public Radio, WNIN/WQXR, PBS, WNET 13, Time Out New York, New York magazine, Star-Ledger or similarly influential publications or broadcasts;
  - major online arts and culture publications or blogs;
  - placements for dance, theater, music, and opera events.

The successful firm must do the following for all professional events under the PEAK Performances banner and for other ACP programs to be determined with ACP’s Marketing and Media Director (MMD):

- Create press releases to be released 6 to 8 weeks in advance of the event with the approval of the final release copy by ACP prior to their distribution.
- Be knowledgeable of long lead periodicals that are appropriate for the coverage of each event for the season. Provide reports and status of these placement efforts on the agreed to schedule to ACP.
- Pitch all major national, regional, and local media, including digital media and bloggers, appropriate for each performance.
- Attend performances and greet members of the press as directed by ACP.
- Attend dress rehearsals and direct photo calls as directed by ACP.

**Integrated Marketing and Media Relations Goals**
The goal of the overall integrated marketing and media relations plan is to bring awareness to all ACP programs and in particular, to maintain and improve the perception and positioning of PEAK Performances at Montclair State University as one of the nation’s pre-eminent performing arts institutions, to increase ticket sales, and to bring awareness of the professional performances to Montclair State’s surrounding communities and the entire Tri-State area. With this in mind, this RFP places special emphasis on expanding coverage into new media (web zines, arts and culture web sites, blogs, social media) while maintaining consistent, robust coverage in traditional media outlets like The New York Times. Media relations goals include, but are not limited to the following:

- Regular listings of PEAK Performances upcoming events in national, regional and local media outlets.
- Advance features about PEAK Performances upcoming events in national, regional and local media outlets.
- Regular reviews of PEAK Performances events in major media outlets.
- Positioning PEAK Performances as a key commissioner, presenter, and producer of the world’s best contemporary performing arts events.
- Broad coverage of PEAK Performances events in national, regional and local media outlets (print, broadcast and online) with a special emphasis on expanding coverage in new media outlets and on social media.
- Targeting specific media outlets relevant to each ACP/PEAK Performances event.
- Heightening the visibility of performances and events within the communities that are served by ACP and PEAK Performances.
- Developing and executing effective media relations campaigns that increase attendance and patron base.

**Programatic and Institutional Recognition**
The selected Public Relations Firm will work to generate programmatic and institutional recognition of ACP and PEAK Performances, as well as recognition for all professional performance events within the PEAK Performances season, in all media including print, broadcast and online outlets. The following are the requirements that must be performed by the selected firm:

1. Programmatic/Institutional Recognition – In consultation with ACP’s Marketing and Media Director the firm will develop and implement media relations strategies to generate recognition of ACP, PEAK Performances, and its season in national, regional, and local media including print, broadcast and online outlets. These strategies will comprise, at minimum, one press event, two season press releases announcing the complete PEAK Performances season schedule, and individual releases for each event.
The firm will identify top media contacts, secondary media contacts, and general media contacts for these strategies. ACP’s Marketing and Media Director (MMD) must approve all final strategies.

2. Performance Recognition – In consultation with ACP’s MMD, the firm will develop and implement strategies to garner advance press, listings, features, and reviews for each of the season’s professional performance events, and other ACP events to be determined with the MMD, in national, regional, and local media including print, broadcast and online outlets. These strategies must include press releases, pitch letters, email or phone contact and other means to position these events in the media.

3. Attendance and interaction with media for events – The firm must attend all presentations by PEAK Performances at which a member or members of the media are in attendance. A representative of the firm will be present prior to the arrival of any member or members of the media at any event. The firm must also cover any event (non-performance) that ACP creates that will include attendance by members of the media. When necessary, the firm will be responsible for the coordination of travel arrangements for any member of the media to and from the presentation event location.

4. Media Kits – The firm will collaborate with the MMD to create professional media kits (including photographs, company information and reviews) to be provided to members of the media. ACP will provide the artists’ content of said kits. Media kits shall be approved by ACP and copies made available upon request.

5. Media Releases – The firm will create two (2) programmatic releases to announce the PEAK Performances season. The firm will also create and distribute individual press releases to be disseminated in accordance with a schedule to be mutually agreed by the Firm and ACP. ACP will provide artist information to the vendor within a mutually agreed upon timeline. All releases must have both the firm’s contact information (primary) as well as ACP’s media contact information (secondary). The firm will disseminate the information to its press list. All press releases must bear MSU logo in addition to firm’s logo if appropriate. The firm will also create additional releases for special events or breaking news items that may occur. ACP funding credits must be on all releases per contractual obligations. Media releases are subject to approval by ACP before being released; ACP will review and return in a timely manner, within 24 to 48 hours. All media releases must be submitted for review and approval no later than 30 days prior to first performance.

6. Access to Artists – ACP will grant the firm access (whenever possible) to its contracted artists for photo calls, interviews and other similar events.

7. Media Recording – The firm shall coordinate with ACP on the recording of performance events for use by media as determined by ACP.

8. Ticket Requests – The firm will provide press ticket requests by 12:00pm (day of) for weekday performances and by 5pm on Friday for weekend performances to insure that all attendees are accommodated correctly.

9. Weekly Report – The firm will report weekly on its efforts to publicize ACP events via a written document given to the MMD.

10. Publicity Plan – The firm will submit a written plan of where it initially intends to publicize the season, including detailed discussion of particular pitches to national, regional, and local outlets for print, broadcast and online coverage, as well as discussion of recommended social media campaigns.
11. Travel – The firm is expected to travel at the direction of ACP’s MMD to attend events both locally and internationally (one time per season if needed) as part of this agreement. Travel will be reimbursed at rates set forth in Montclair State University’s travel policy.

https://www.montclair.edu/policies/all-policies/travel-regulations/

All documents, data and information generated by or on behalf of the firm shall belong to and be the property of MSU. Additionally, the firm and its employees and agents shall treat as confidential and shall not disclose to any third party, any information regarding ACP’s business practices and events gained from any assignment.

3.1 STATEMENT OF QUALIFICATIONS

Statements of Qualifications should be presented in the same order as listed below. Please restate the question as written and respond to each item completely and clearly. Attachments that amplify responses or provide relevant illustrations are welcome. Failure to respond in this manner will deem the bid non-responsive.

1. Organizational support and experience. Document the following:
   a. Number of years working within the performing arts media market.
   b. Location of firm’s headquarters and any subsidiaries.
   c. Biographical information describing professional experience of the firm’s key personnel, including all principals of the firm and supervisors on the account.
   d. Awards or other professional recognition.
   e. Agency organizational chart.
   f. The firm’s proven capabilities and its understanding of the performing arts market in the NJ/NYC area.
   g. The firm’s differential advantages in comparison to other firms.
   h. The firm’s key strengths.

2. References: Provide a minimum of three professional references, with contact name, number, and email address, who can speak to the firm’s experience and professionalism.

3. Client Roster: Include a list of the firm’s current and past clients for the last five years. Clearly list the clients in chronological order and indicate which clients are current. Please include the length of tenure with each client.

4. Portfolio: Include a portfolio of work samples, press clippings and brief narratives that demonstrates the firm’s ability to meet the expectations described in Section 3.0, Media Coverage above. This must include a minimum of one project of similar size and scope to those presented at Peak Performances. For each item in the portfolio, please state the main objective of the campaign, its target audience, the strategy employed, and the post campaign outcome. The portfolio should reflect the firm’s ability to generate significant coverage at the national and regional level in print, broadcast and online outlets. Include placements for dance, theater, music, and opera events, (or in the case of firms with
primary experience in some but not all of these art forms, a description of how you would ensure superior coverage of all genres).

5. Additional Samples: Provide one sample media kit and one example of a pitch your firm converted into a review or feature.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 QUESTION AND ANSWER PERIOD
Procurement Services will accept questions and inquiries from all potential bidders via e-mail or fax to the Procurement Services buyer identified in the cover sheet. Bidders are not to contact the University user department directly, in person, by telephone or by email, concerning this RFP. Answers will be provided via addendum to this RFP and will be posted on Procurement Services webpage after the question due date (see Section 1.1 of this RFP for question due date).

4.2 ADDENDUM: REVISIONS TO THIS RFP
In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ADDENDUM ISSUED WILL BE POSTED ON PROCUREMENT SERVICES WEBPAGE.

There are no designated dates for release of addendum. Interested bidders should check the Procurement Services’ webpage on a daily basis from time of RFP issuance through bid proposal submission. It is the sole responsibility of the bidder to be knowledgeable of addendum issued relating to this RFP.

Notice of addendum issued will be faxed by the assigned Procurement Services buyer to any bidder who has picked up a copy of the RFP at Procurement Services and who provided Procurement Services with its fax number.

4.3 CONTENTS OF BID PROPOSAL
Bidders are instructed to supply all documentation identified in Appendix 1, with their bid proposal. Subsequent to bid opening, all information submitted by a bidder in the bid proposal is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and/or other applicable law.

A bidder may designate specific information in its bid proposal as confidential and proprietary if the bidder has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the bidder accordingly. Confidential and proprietary information shall be clearly and prominently identified in the bid proposal and in a cover letter. The University will disregard any attempt by a bidder either to designate its entire bid proposal as confidential, proprietary and/or subject to copyright protection.
By signing the RFP Signature Page, the bidder waives any claims of copyright protection set forth within its proposal and any third party manufacturer's price list and/or catalogs. Price lists and/or catalogs cannot be kept confidential and must be accessible to University user departments.

The bidder is advised to thoroughly read and follow all instructions contained in this RFP.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid proposal's content changes as the referenced web pages change.

4.3.1 PRICE ALTERATION
Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

4.3.2 BID ERRORS
A bidder may request that its bid proposal be withdrawn prior to bid opening. Such request must be made, in writing, to the Director of Procurement Services.

If, after the opening of bid proposals but before contract award, a bidder discovers an error in its bid proposal, the bidder may make written request to the Director of Procurement Services for authorization to withdraw its bid proposal from consideration for award. Evidence of the bidder’s good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the bid proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder’s exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the bid proposal.

If, during the evaluation of bid proposals received, an obvious pricing error made by a potential contract awardee is found, the Director of Procurement Services shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the bidder fails to respond, its bid proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder’s intention is not
readily discernible from other parts of the bid proposal, the assigned Procurement Services buyer may seek clarification from the bidder to ascertain the true intent of the bid proposal.

4.3.3 BID DISCREPANCIES
In evaluating bid proposals:

Discrepancies between words and figures will be resolved in favor of words;

Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices;

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices;

Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total; and

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

4.3.4 PRICING
The bidder must submit its pricing using the format set forth in the price sheet(s) attached to this RFP (Attachment #1). Failure to submit all information required will result in the bid proposal being considered non-responsive unless the University determines the information is not material and may be waived. Notwithstanding the Contract Effective Date on the RFP Signature Page, each bidder is required to hold its prices firm through issuance of the contract.

4.4 SUBMISSION OF BID PROPOSAL
In order to be considered for award, the bid proposal must be received by Procurement Services at the location and by the required date and time identified in this RFP in a sealed envelope marked with the bid proposal title and number.

If your proposal is being submitted by **US Mail**, it must be addressed to:

Montclair State University  
Office of Procurement Services  
1 Normal Avenue  
Montclair, New Jersey 07042

If your proposal is being submitted **BY HAND OR OVERNIGHT DELIVERY (FedEx, UPS, etc.)**, please address it to:

Montclair State University  
Office of Procurement Services,  
150 Clove Road, 3rd Floor,  
Little Falls, New Jersey 07424.
ANY BID PROPOSAL NOT RECEIVED BY THE DATE, TIME AND AT THE LOCATION NOTED IN THIS RFP WILL BE REJECTED.

Note: Bidders using US Regular or Express mail services should allow adequate time to ensure that bid proposals are received at Procurement Services on the date and time indicated on the cover sheet.

4.5 BIDDER RESPONSIBILITY
The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

4.6 COST LIABILITY
The University assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

4.7 BID PROPOSAL DELIVERY AND IDENTIFICATION
In order to be considered, a bid proposal must arrive at Procurement Services in accordance with the instructions on the RFP Signature Page.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE RFP NUMBER AND TITLE AND THE BIDDER’S NAME AND ADDRESS.

4.8 NUMBER OF BID PROPOSAL COPIES
The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the “ORIGINAL” bid proposal. The bidder should submit four (4) full, complete and exact copies of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the University in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.9 SUBMITTALS
The following must be submitted with your response to the RFP 1428:

1) Answers to the Statement of Qualifications Section, 3.1, item 1
2) References as per section 3.1, item 2
3) Client Roster as per section 3.1, item 3
4) Portfolio as per section 3.1, item 4

5) Sample Media Kit as per section 3.1, item 5

6) Example of Pitch converted to review as per section 3.1, also item 5

4.9.1 SAMPLE TESTING - NOT APPLICABLE TO THIS RFP
The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples for evaluation and testing purposes are to be made available at no charge and delivered to University at the bidder's expense. The bidder must, within [Buyer to indicate number of days] working days following a request from the Procurement Services buyer, submit bid samples to Procurement Services. Bid samples will not be returned. The University reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP. The testing results of the University are final.

4.9.2 BID SECURITY – NOT APPLICABLE TO THIS RFP
Each bid proposal must be accompanied by a Bid Bond (See Appendix 1, Item 10). Certified or Cashier's Check made payable to the University equal to ten percent (10%) of the amount of the bid proposal, not to exceed $20,000.00, as evidence of good faith, which guarantees that if the bid proposal submitted by the bidder is accepted, the bidder will enter into the Contract and will furnish the required Contract Documents and Surety Bonds. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond is bound to issue the required Payment and Performance Bonds (See Appendix 1, Item 11), if the bidder is awarded the Contract. If the bidder whose bid proposal is accepted is unable to provide the Performance and Payment Bonds or fails to execute a Contract, then such Bidder and the Bid Bond Surety shall be obligated to pay Montclair State University the difference between the amount of the bid proposal and the amount which the University contracts to pay another party to perform the work. The University reserves the right to retain any Certified or Cashier's Check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any unrequited balance to the bidder. Should there be a deficiency in the amount of the Bid deposit, the bidder and the Surety shall pay the entire amount of the difference in cost upon demand. The bidder awarded the Contract shall construe nothing contained herein as a waiver of any other legal remedies the University may have by reason of a default or breach.
Certified or Cashier's Checks or Bonds submitted by unsuccessful bidders will be returned after the Contract has been executed. Bidders electing to furnish a Bid Bond must also include a Consent of Surety, in form acceptable to the University. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file a certified Power of Attorney with the University indicating the effective date of that power.
4.9.3 FINANCIAL CAPABILITY OF THE BIDDER
In order to provide the University with the ability to judge the bidder’s financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit its most recent annual audited or certified financial statement that includes a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder’s most recent fiscal year. If a certified financial statement is not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statement and other information included in the statement fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the period presented in the statement. In addition, the bidder should submit a bank reference.

If the financial information is not included with the bidder’s response, the University may request the bidder to submit it, or deem the bid non-responsive. If the University requests it be submitted and the bidder fails to submit within seven (7) business days, the University may deem the bidder’s proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked “Confidential-Financial Information” along with its bid proposal.

The University reserves the right to make the determination whether to accept the bidder’s assertion of confidentiality and will advise the bidder accordingly.

5.0 PROPOSAL EVALUATION

5.1 EVALUATION CRITERIA
Proposals will be evaluated on Price and other factors in accordance with the University’s Procurement Policies. Additionally, the following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

- Price.
- A portfolio that demonstrates the ability to meet the expectations stated in Section 3.1, Media Coverage as well as successful implementation of campaigns that meet client goals and exemplifies the bidder’s effectiveness (via publicity and other media relations) in the performing arts media market.
• The bidder’s documented experience in the performing arts media market.
• Responses from the bidder’s professional references regarding the firm’s experience, ability, professionalism, and collaborative approach.
• The bidder's detailed approach and plans to perform the work targeting the performing arts media market.
• The bidder's general approach and plans in meeting the Peak Performances requirements.
• The qualifications and experience of the bidder’s management, supervisory or other key personnel to be assigned to the contract, with emphasis on documented experience in successfully completing contracts of similar size, emphasis and scope.

5.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL
The University may request the highest ranking bidder(s) be required to give an oral presentation to the University concerning its bid proposal. The University may also require the bidder to submit written responses to questions regarding its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the University’s discretion whether to require the highest ranking bidder(s) be required to give an oral presentation or require the highest ranking bidder(s) to submit written responses to questions regarding its bid proposal. The assigned Procurement Services buyer is the sole point of contact regarding any request for an oral presentation or clarification.

6.0 CONTRACT AWARD
The contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the University, price, and other factors considered. The University reserves the right to reject any or all bids, or to award in whole or in part, if deemed to be in the best interest of the University to do so. Furthermore, the University reserves the right to waive any other bid requirement in their sole discretion when such waiver is in the best interest of the University and where such waiver is permitted by law.

6.1 BIDDERS RIGHT TO PROTEST AWARD OF CONTRACT
A bidder who submits a proposal in response to an advertised RFP may submit a written protest to the Director of Procurement of the University setting forth in detail the specific grounds for challenging the award. The protest shall be filed within ten (10) business days following the bidder's receipt of written notification, sent either by certified mail or facsimile transmission, that its bid was not accepted or of notice of the decision to award the contract. Any protest filed after the 10 day period may be disregarded. If the contract award is protested, the University may proceed to award the contract if the failure to award will result in substantial cost to the
University or if public exigency so requires. All contract awards will be posted on the Procurement Services website

[https://www.montclair.edu/procurement/awarded-contracts/](https://www.montclair.edu/procurement/awarded-contracts/)

### 7.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

#### 7.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of addendum to this RFP, this RFP (including the University’s Standard Contract Terms and Conditions (Appendix 1, Item 1), the contractor's bid proposal and the University’s Agreement incorporating these documents and signed by the contractor and the University’s Vice President for Finance and Treasurer.

In the event of a conflict between provisions within the contract documents, the contract documents shall have the following order of priority: Agreement, RFP Addendum in the order of the most recent issuance date, the RFP, the University’s Standard Contract Terms and Conditions and the contractor’s bid proposal.

#### 7.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the Signature Page of this Request for Proposal. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of one two-year period, by the mutual written consent of the contractor and the University’s Vice President of Finance and Treasurer.

#### 7.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

#### 7.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the University’s Vice President for Finance and Treasurer.

#### 7.5 CONTRACTOR’S WARRANTY

The contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the contractor under the contract. The contractor agrees to perform in a good, skillful and timely manner all services set forth in the contract.
The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the contract. The approval of interim deliverables furnished under the contract shall not in any way relieve the contractor of fulfilling all of its obligations under the contract. The acceptance or payment for any of the services rendered under the contract shall not be construed as a waiver by the University, of any rights under the agreement or of any cause of action arising out of the contractor’s performance of the contract.

The acceptance of, approval of or payment for any of the services performed by the contractor under the contract shall not constitute a release or waiver of any claim the University has or may have for latent defects or errors or other breaches of warranty or negligence.

7.6 ITEMS ORDERED AND DELIVERED
The contractor is authorized to ship only those items covered by the contract resulting from this RFP. If a review of orders placed by University user departments reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the University’s Vice President for Finance and Treasurer as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The University’s Vice President for Finance and Treasurer may take such steps as are necessary to have the items returned to the contractor, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the University the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical University services. Any delay in delivery of these items would disrupt University services and would force the University to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the University's ongoing needs.

7.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS
In the event that the contractor fails to comply with any material contract requirements, the University’s Vice President for Finance and Treasurer may take steps to terminate the contract in accordance with the provisions herein and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the University by the defaulting contractor.
## APPENDIX #1
### REQUIRED SUPPORTING BID DOCUMENTS

<table>
<thead>
<tr>
<th>Document Title</th>
<th>Applicable?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. MONTCLAIR STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS</td>
<td>Y/N</td>
</tr>
<tr>
<td>2. SOFTWARE AS A SERVICE TERMS AND CONDITIONS (PROVIDED AS ATTACHMENT)</td>
<td>Y/N</td>
</tr>
<tr>
<td>3. MASTER LICENSE AGREEMENT (PROVIDED AS ATTACHMENT)</td>
<td>Y/N</td>
</tr>
<tr>
<td>4. BUSINESS REGISTRATION CERTIFICATE</td>
<td>Y/N</td>
</tr>
<tr>
<td>5. POLITICAL CONTRIBUTION DISCLOSURE (CHAPTER 51)</td>
<td>Y/N</td>
</tr>
<tr>
<td>6. OWNERSHIP DISCLOSURE FORM</td>
<td>Y/N</td>
</tr>
<tr>
<td>7. SOURCE DISCLOSURE CERTIFICATION</td>
<td>Y/N</td>
</tr>
<tr>
<td>8. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE</td>
<td>Y/N</td>
</tr>
<tr>
<td>9. MACBRIDE PRINCIPLES FORM</td>
<td>Y/N</td>
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<tr>
<td>10. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</td>
<td>Y/N</td>
</tr>
<tr>
<td>11. CONFLICT OF INTEREST</td>
<td>Y/N</td>
</tr>
<tr>
<td>12. NON-COLLUSION AFFIDAVIT</td>
<td>Y/N</td>
</tr>
<tr>
<td>13. EXCESS LIABILITY INSURANCE (PROVIDED IN STANDARD CONTRACT TERMS AND CONDITIONS)</td>
<td>Y/N</td>
</tr>
<tr>
<td>14. BID BOND (PROVIDED AS ATTACHMENT)</td>
<td>Y/N</td>
</tr>
<tr>
<td>15. AGREEMENT OF SURETY (PROVIDED AS ATTACHMENT)</td>
<td>Y/N</td>
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</tbody>
</table>

Please go to the Procurement Services Form Webpage at https://www.montclair.edu/procurement/forms/ should any of the above hyperlinks not work. If a form is unavailable on the webpage, contact the assigned procurement services buyer listed on the cover page for assistance.
NOTE: The documents listed above are required by State Law and University Policy. All documents listed as “Applicable” are required to be completed and included in bidder submissions in order to be considered responsive.

ATTACHMENT #1
PRICE SHEET(S)

Bidder Name: ____________________________

The University will award this contract based on price and other factors. The pricing to be submitted is listed below. Please reference Commodity Description/Scope of Work Section 3.0. Pricing must be submitted in the provided format. No other price format will be considered or your bid will be non-responsive.

The contract to be awarded will be an “all-inclusive” and full service public relations agency agreement. Travel expenses will only be reimbursed if the firm is requested to travel to attend special events both locally and internationally by ACP (one time per season if needed) at rates set forth in Montclair State University’s travel policy. Please refer to link below to review the University’s policy.

https://www.montclair.edu/media/montclairedu/financetreasurer/forms/accountingsvcs/travelregulations.pdf

The University is exempt from NJ Sales Taxes. The Rates quoted must be fully burdened, inclusive of all fees and administrative expenses. The University reserves the right to award in whole or in part.

Yearly Compensation $____________

Monthly Payment installments $____________
Price Extension

Will you extend contract prices to other State Colleges and Universities?

Yes ______    No______

Montclair State University is a member of the New Jersey Higher Purchasing Association (NJHEPA), whose members include the 4 year Public Colleges and Universities, as well as private institutions: the private Universities include: Princeton University, Seton Hall University, Rider University, and Monmouth University.

Will you extend pricing to members of NJHEPA:    Yes___________ No __________

________________________________________________________________________

Signature                  Date

________________________________________________________________________

Printed Name & Title                  Phone Number