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REQUEST FOR PROPOSALS

**Public Relations Services**

ALBANY CAPITAL CENTER



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**Informational Contact:**

Mr. Doug McClaine  
General Manager  
*(Mailing Address)*  
C/O Times Union Center  
51 South Pearl Street  
Albany, NY 12207  
Phone: 518-487-2022  
Email:  
[doug.mcclaine@timesunioncenter-albany.com](mailto:doug.mcclaine@timesunioncenter-albany.com)

Mrs. Erin Villeneuve  
Director of Marketing  
*(Mailing Address)*  
C/O Times Union Center  
51 South Pearl Steer  
Albany, NY 12007  
Phone: 518-487-2018  
E-mail:  
[erin.villeneuve@timesunioncenter-albany.com](mailto:erin.villeneuve@timesunioncenter-albany.com)

ARTICLE 1  
DEFINITIONS

- 1.1. **Request for Proposals (RFP)** consists of the Advertisement to Bid and the Instructions to Respondents.
- 1.2. A **Response** is a complete and properly signed proposal to do the Work as stipulated therein, submitted in accordance with the RFP.
- 1.3. A **Respondent** is a person or entity who submits a Response.
- 1.4. **Financial Terms** means the amount of compensation to be paid to the successful respondent as evidence by the Contract Documents, during the contract term.
- 1.5. **Work** is the services to be performed by the successful Respondent as outlined in Article 7 Scope of Work.
- 1.6. The **Albany Convention Center Authority (ACCA)** is a New York State public benefit corporation that owns the Albany Capital Center.
- 1.7. The **Albany Capital Center (Center)** is a convention facility located at 55 Eagle Street in the City of Albany, NY and is the location of where the Work is to be performed.
- 1.8. **SMG** is the business firm that manages the operations of the Albany Capital Center for the Albany Convention Center Authority.
- 1.9. **Capital Complex** is the term used to refer to the 159,000 square feet of combined space between the Albany Capital Center, Times Union Center and Empire State Plaza. At times all three facilities will be used by events.

ARTICLE 2  
CRITICAL DATES

**2.1 The following are the critical dates and times:**

<b>Respondents Notifications:</b>	<b>May 19, 2016</b>
<b>Response Due Date:</b>	<b>June 13, 2016 at 10:00 a.m.</b>
<b>Decision Date:</b>	<b>June 24, 2016</b>
<b>Commencement:</b>	<b>July 1<sup>st</sup>, 2016</b>

ARTICLE 3  
PROPOSAL DOCUMENTS

**3.1. COPIES**

- 3.1.1. One complete RFP may be obtained by interested parties, at no cost, from the Albany Capital Center. RFP will be available at SMG's offices at the Times Union Center at 51 South Pearl Street in Albany, NY.

**3.2. AFFIRMATIVE ACTION AND ECONOMIC INCLUSION PLAN**

- 3.2.1 The ACCA, through SMG, is bound by and committed to the statutory goals for the participation of NYS certified minority owned business enterprises ("MBE") and women owned business enterprises ("WBE") as well as its own goal for minority and women work force participation in the operations of the Albany Capital Center. The statutory goals established for the operations of the Center are 19.60% for MBEs and 17.44% for WBEs. The ACCA established a goal of 60% for the work force participation of minorities and women.

ARTICLE 4  
PROCEDURES

**4.1. FORM AND STYLE OF RESPONSE**

- 4.1.1. Responses must include the following:
- a. **Company History/Qualification.** Provide a detailed history of Respondent and a statement of qualifications to provide all services as listed in Article 7 "Scope of Work."
  - b. **Financial Qualifications.** Provide evidence that Respondent has the financial ability to perform the work, including a description of the Respondent's staffing levels, organization chart, and explanation of dedicated personnel and resources to fulfill the proposed services. Respondent must provide their last two (2) financial statements. In the

case of a subsidiary, statements must be on the operating entity. No statement of the parent or holding company is acceptable.

- c. **Minority or Women Owned Business Enterprise.** If Respondent is certified by the New York State for MWBE the Response should so indicate. The respondent must include a proposed staffing plan in accordance with Exhibit A.
- d. **References.** Provide five (5) references stating name, title, company, address and telephone number and total value of services performed for each reference, and length of contract services (i.e. 3 years).
- e. **Equal Employment Opportunity Compliance.** The Vendor shall submit an Equal Employment Opportunity (EEO) Policy Statement to SMG. The Vendor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

4.1.2 All Responses shall be typewritten without erasures or deletions.

4.1.3 Each copy of the Response shall include the legal name of the Respondent and a statement identifying the Respondent as a sole proprietor, partnership, corporation or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Respondent to a contract. A response by a corporation shall further give the state of incorporation and whether the Respondent is qualified to do business in New York as a foreign corporation. A Response submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Respondent.

## **4.2. PROPOSED TERMS OF BID**

4.2.1. The Contract under which these privileges shall be granted will be for the term of one (1) year. At the conclusion of the term, SMG shall retain the option to renew the Contract, subject to the mutual agreement of both parties, for not more than one (1) additional term. SMG and the contracted firm shall each reserve the right to terminate this contract at any time on sixty (60) days' notice, without penalty.

4.2.2. **Contract for Services Exclusive:**  
Designation as the Convention Center's exclusive Public Relations firm while under contract.

- 4.2.3. Service Fees: Please indicate in your submittal the following fee information:
- a. Monthly Retainer – Fees for services shall be based on a monthly retainer. SMG will not pay hourly or per project rates. Monthly retainer fee must cover all costs, including costs of attending bi-weekly meetings, distributing press releases, photographs, pre-produced videos; etc. Costs related to production of PR materials will be billed separately as approved by SMG.

### 4.3 SUBMISSION OF RESPONSES

- 4.3.1 Submit three (3) properly executed responses with any other documents required to be submitted in a 9” x 12” sealed opaque envelope. The envelope shall be identified with the Respondent name and address, the type of response (Public Relations) and the proposal due date to the following address:

**Albany Capital Center  
Attention: General Manager  
C/O 51 South Pearl Street  
Albany, New York 12007**

- 4.3.2 **SEALED RESPONSES shall be submitted no later than 10:00 AM E.S.T. on the response due date. Responses received after that time and date will be returned unopened. The Respondent shall assume full responsibility for timely delivery at the location designated for the receipt of Responses.**
- 4.3.3 Submission of a response signifies careful examination of the RFP and the complete understanding of the nature, extent and location of the Work to be performed.
- 4.3.4 Oral, telephonic or telegraphic Responses are invalid and will not receive consideration.

### 4.4 CLARIFICATION

- 4.4.1 Each Respondent shall carefully examine all RFP documents and related materials, addenda or other revisions, to thoroughly familiarize themselves with all requirements prior to submitting a Proposal. Should a Respondent find discrepancies or ambiguities in, or omissions from the Proposal documents, or should the Respondent be in doubt as to their meaning,

Respondent shall at once and in any event, not later than seven (7) days prior to the proposal due date, submit to SMG a written request for interpretation or correction thereof.

- 4.1.2 The person submitting the request for clarification will be responsible for its prompt delivery to the General Manager at the address noted above. Facsimile requests for clarification will be accepted at (518) 487-2200. Each Respondent is responsible for confirming receipt of any facsimile materials to SMG.
- 4.1.3 Any interpretation or correction of the RFP will be made only by written addenda to all Respondents. No allowance will be made after Proposals are received for oversight, omission, error, or mistake by the Respondent or SMG. Addenda so issued will become part of the Proposal Documents and receipt thereof by the Respondent shall be acknowledged in the Proposal.

#### **4.5 MODIFICATION OR WITHDRAWAL OF RESPONSE**

- 4.5.1 A Response may not be modified, withdrawn or cancelled by the Respondent during the time period following the date designated for the opening of the Responses, and each Respondent so agrees in submitting a Response.
- 4.5.2 Prior to the time and date designated for receipt of Responses, a Response submitted may be modified or withdrawn by notice of the party receiving Responses at the place designated for receipt of Responses. Such notice shall be in writing over the signature of the Respondent. A change shall be so worded as not to reveal the amount of the original Response.
- 4.5.3 Withdrawn Responses may be resubmitted up to the date and time designated for the receipt of Responses provided that they are then fully in conformance with these Instructions to Respondents.

#### **4.6 DUE DILIGENCE**

- 4.6.1 Prior to submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigation and examinations shall not relieve the successful Respondent of the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any provision required by the Contract.

## **4.7 CONDITIONS AND LIMITATIONS**

- 4.7.1. The Proposals and any information made a part of the Proposals will become part of SMG's official files without any obligation on SMG part to return them to the individual Respondent(s).
- 4.7.2. This RFP and the selected Respondent(s) Proposal may, by reference, become a part of any formal Contract between SMG and Respondent resulting from this solicitation.
- 4.7.3. Respondent(s) shall not offer any guarantees, favors, or anything of monetary value to any official or employee of SMG, ACCA or the State of New York the purposes of influencing consideration of a proposal.

## ARTICLE 5 CONSIDERATION OF RESPONSES

### **5.1 OPENING OF RESPONSES**

- 5.1.1 The properly identified Responses received on time will be opened privately.
- 5.1.2 To be considered for the award, a Respondent must be experienced and regularly in the business of providing the scope of Services required by this RFP, and must have a business phone and be available for consultation.

### **5.2 REJECTION OF RESPONSES**

- 5.2.1 SMG shall have the right to reject any or all Responses, reject a Response not accompanied by the data required by the RFP, or reject a Response which is in any way incomplete or irregular.

### **5.3 ACCEPTANCE OF A RESPONSE**

- 5.3.1 It is the intent of SMG to award a Contract to the qualified and responsive Respondent submitting the response which is in the best interest of SMG and the Albany Capital Center, provided the Response has been submitted in accordance with the requirements of the RFP. SMG shall have the right to accept the Response which in SMG's judgment, is in the best interests of SMG and the Albany Capital Center.
- 5.3.2 Following the evaluation of written proposals, Respondent(s) may be requested to offer oral presentation to SMG. Failure to comply with such a request will disqualify Respondent from consideration.

## **5.4 TIME OF OPENING**

- 5.4.1 Responses will be irrevocable for sixty (60) days from the date of opening. It is the intent of SMG to enter into contract negotiations with the Respondent under consideration for the provision of first class, fiscally responsible, Public Relations Firm of the highest quality obtainable.
- 5.4.2 This RFP does not commit SMG to the awarding of a contract.
- 5.4.3 SMG and the ACCA will not be liable for any costs incurred in the preparation and presentation of the Response.

## ARTICLE 6

### FORM OF AGREEMENT BETWEEN SMG AND RESPONDENT

#### **6.1 CONTRACT**

- 6.1.1 The successful Respondent will be required to enter into a written Contract with SMG.

#### **6.2 EVALUATION CRITERIA**

- 6.2.1 The successful Respondent shall be determined by the following criteria:
- 6.2.2 Respondents must demonstrate the ability to fulfill requirements in Article 7 “Scope of Work,” and monetary commitments by furnishing information regarding their expertise, experience, financial soundness and integrity.
- 6.2.3 The financial terms shall not be the sole criteria of the selection, but shall give significant weight in determining which response is the most beneficial to SMG and Albany Capital Center. SMG reserves the right to award the contract on the basis of the initial response.
- 6.2.4 Respondents and personnel must demonstrate an understanding of the Work required and be complete the work required.
- 6.2.5 Respondents must demonstrate that jobs of similar scope and/or magnitude have been successfully maintained.

#### **6.3 OBJECTIVES**

- 6.3.1 The following objectives summarize SMG’s intent in the provision of Public Relations:



6.3.1.1 OPERATING PHILOSOPHY: It is SMG's intention that the vendor will maintain Public Relations according to the highest industry standards and in the best interest of the Center, SMG and the Albany Capital Center.

6.3.1.2 FINANCIAL RESPONSIBILITY: The facilities must be operated in a manner consistent with public interest, while providing SMG with full accountability for, and accurate records of, all business transactions associated with the Center. Such accountability and records of all business transactions associated with the provision of Public Relations must be not only sufficient and customary by industry standards, but must be of the highest level available at facilities and operations of this type.

6.3.1.3 TENANT RELATIONS: All tenants and users of the facilities shall be provided the highest level of services and cooperation reasonably expected in order to promote the business goals of such tenants and thus encourages the continued use and occupancy of the facilities.

## ARTICLE 7 SCOPE OF WORK

### **7.1. SERVICE**

7.1.1. SMG, on behalf of the Albany Capital Center is seeking a full service public relations firm to develop a comprehensive public relations program. At times, firm will be asked to support the Capital Complex and some of their projects as well. A critical element of the campaign is to inform the media, including current customers, potential customers and local residents of important information about the Albany Capital Center.

7.2.1 Respondents shall submit ideas for messaging and pr campaigns. Messaging should include the Capital Center, Capital Complex and the Capital Region as a destination.

7.2.2. Vendor shall be responsible for arranging all local media and national trade media coverage, including but not limited to, interviews, appearances and stories. A minimum of one (1) press release per month shall be sent to local and regional media as well as trade publications.

7.2.3. Vendor shall identify possibilities for speaking engagements, appearances, and public relations opportunities.

## **7.2. ACCOUNTING**

- 7.2.1. Vendor shall provide monthly invoice for retainer fee.
- 7.2.2. Vendor shall make available to SMG during regular business hours any books, records, documents and inventory reports, with the exception of financial statements, relating to the contract for review upon request.

## **7.3. INSURANCE**

During the contract term, the Vendor will maintain, at its sole cost and expense, policies written by an insurance company or companies approved by SMG, authorized and licensed to do business in the State of New York and rated not less than "A- "by the most current Best's Manual. All such insurance coverage, with the exception of Workers' Compensation, shall name SMG, the Center, ACCA, the State of New York and their employees, agents, officers and directors as additional insured on a primary and non-contributing basis there under and a waiver of subrogation in favor of all additional insured shall apply to all such coverage. Evidence of such coverage being in place will be promptly delivered to SMG prior to the Commencement of the Term. All such coverage shall be endorsed to indicate that coverage will not be materially changed or cancelled without at least thirty (30) days, prior written notice to SMG, such prior notice being mandatory. The Vendor will provide SMG with evidence of the renewal of all coverage required for the Contract. Such coverage shall include the following:

- a. Worker's Compensation Coverage, as statutorily required by the State of New York, for all employees of the Vendor. Employer's Liability coverage on the Workers' Compensation policy shall be written in the minimal amount of \$1,000,000.00.
- b. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00, shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles, which may be used by the Vendor in connection with the services required under this Contract.

## **7.12. INDEMNIFICATION**

- 7.12.1 The Vendor hereby agrees to indemnify and keep indemnified, defend, hold and save harmless ACCA, SMG, the State of New York and their respective agents, representatives, directors, officers and employees from and against any and all actions, causes of action, claims, demands, liabilities, losses, penalties, judgments, awards, costs, damages or expenses of whatsoever kind and nature, including reasonable counsel or attorneys' fees and court costs, which ACCA, SMG, the State of New York and their respective agents, representatives, directors, officers and employees shall or may at any time sustain or incur, directly or indirectly, by reason of (a) any breach by the Vendor of any representation, warranty, covenant or agreement in the Contract, (b) any failure by the Vendor to perform its obligations under the Contract, (c) failure by the Vendor or its agents, employees, suppliers or subcontractors to observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, or (d) arising out of or resulting from the Work, provided that any such claim, damage, loss or expense with respect to the Work is (i) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from, and (ii) caused in whole or in part by any negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. By virtue of this indemnification clause, the Vendor does not waive any rights or defenses it may have with respect to any such claims, demands and causes of action, including the right of contribution.
- 7.12.2. In any and all claims against SMG, the State of New York, ACCA and their respective agents, representatives, directors, officers or employees by any employee of the Vendor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 7.7.1 shall not be limited in any way by any limitation on the amount of the type of damages, compensation or benefits payable by or for the Vendor or any subcontractor, the workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

## **7.13. PERMITS, LICENSES AND LAWS**

- 7.13.1. Vendor shall be required to provide and maintain any permits and licenses required by law at its own expense
- 7.13.2 Vendor shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall indemnify, save and hold harmless, SMG, The State of New York and ACCA and all of their officers, agents and employees against all claims or liability arising

from or in connection with the violation of any such law, ordinance, rule or regulation, whether such violation is caused by Vendor, or its agents, employees, suppliers, or subcontractors.

END OF SECTION

# Exhibit A

## STAFFING PLAN

Project/RFP Title \_\_\_\_\_ Location of Contractor/Firm \_\_\_\_\_

Contractor/Firm Name \_\_\_\_\_

Check applicable categories:    (1) Staff Estimates include:     Contract Specific Workforce     Total Workforce     Subcontractors

TOTAL ANTICIPATED WORK FORCE											Total Percent Minority Employees	Total Percent Female Employees	
Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American Alaskan Native				
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female			
Officials/Admin.													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craft Workers													
Operatives													
Laborers													
Service Workers													
<b>TOTALS</b>													

**CERTIFICATION:**

I, \_\_\_\_\_ (Print Name), the \_\_\_\_\_ (Title), do certify that (i) I have read this Staffing Plan and (ii) to the best of my knowledge, information and belief the information herein is complete and accurate.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Telephone Number (\_\_\_\_)