



SUNY DOWNSTATE Medical Center

Faculty Student Association
of Downstate Medical Center, Inc

FINAL 1/17/13

REQUEST FOR PROPOSALS (RFP) COMMENCEMENT PHOTOGRAPHIC SERVICES

I. GENERAL SUMMARY

The Faculty Student Association of Downstate Medical Center, Inc. (FSA) is a not-for-profit auxiliary service corporation, charged with the authority to provide either directly, or by subcontract, all auxiliary services at the SUNY Downstate Medical Center campus. The FSA seeks to engage a high quality professional independent contractor to provide photographic services for the commencement ceremonies as described in section III of this RFP, beginning with the May 2013 commencement ceremony and continuing for THREE (3) YEARS, with an option to renew for an additional two one-year periods upon mutual consent of the parties..

II. BACKGROUND OF THE CAMPUS AND FSA

- a. **Campus Background:** The official name of the institution is the SUNY Health Science Center at Brooklyn, and is more commonly known as Downstate Medical Center (DMC). DMC is one of four health science centers within the 64-campus State University of New York (SUNY) system. DMC is a center of innovation and excellence in research and clinical service delivery in Brooklyn, including a College of Medicine, Colleges of Nursing and Health Related Professions, a School of Graduate Studies, a School of Public Health, and an Advanced Biotechnology Park and Biotechnology Incubator. SUNY Downstate ranks eighth nationally in the number of alumni who are on the faculty of American medical schools. More physicians practicing in New York City have graduated from SUNY Downstate than from any other medical school. The campus includes a 376 bed teaching hospital, University Hospital of Brooklyn providing near 70,000 Emergency Room patient visits annually. DMC's Residence Hall has the capacity to house 358 students with a current occupancy approximately 230, and operates a Nurse's Residence of 72 family apartments and 36 offices. DMC's enrollment is approximately 1660 students, with approximately 5,000 faculty and staff members either directly or through its affiliated entities.
- b. **FSA Background:** The Faculty Student Association of Downstate Medical Center, Inc. (FSA) was organized in 1950 to provide auxiliary services to the Downstate Medical Center campus. FSA is a not-for-profit IRS 501 (c)(3) authorized to provide auxiliary service to the Downstate Campus by contract with the State University of New York. FSA is governed by a 16 member Board of Directors that include administrators, faculty and student representatives. FSA operates ancillary services at the DMC campus, including a bookstore, gift shop, food beverage and snack vending machines, catering services, laundry machine and other ancillary services, either directly or through subcontracts. In addition, FSA provides Trust and Agency accounting services under agreements with a number of campus related organizations.

III. GENERAL DESCRIPTION OF BID

- a. **Contract to be awarded:** The contract with the successful bidder will include the requirements of the Standard Contract Clauses contained in Exhibit A annexed hereto and the following terms and conditions:

1. **Minimum services to be provided:** The successful bidder (hereinafter referred to as "CONTRACTOR") will be required to take at least 2 photographs of each graduate as he/she is on the stage including at least one photograph while the graduate is accepting his/her diploma. The CONTRACTOR shall thereafter make proof(s) of the photograph(s) taken of each graduate available to each respective graduate and offer options for the graduate to purchase copies of the photographs. The successful bidder shall also be required to promote and market its services by providing prospective graduates with information and prices for such photography services at least 30 days prior to the commencement. All bidders are required to submit information regarding the minimum contractual obligations as well as any additional proposed services with its bid.
 2. **Professional Quality Photographic services.**
 3. **Quality Customer Service:** The successful bidder is required to perform all services with the highest standards of quality customer service.
 4. **Reasonable Consumer Pricing.**
 5. **Insurance Requirements:** The successful bidder will be required to obtain and maintain at its own cost and expense during the term of the Contract, Commercial General Liability Insurance and Automobile Liability Insurance, if applicable, with minimum coverage limits for the Commercial General Liability of \$1,000,000.00 each occurrence and aggregate of \$2,000,000.00 and for Automobile Liability a minimum combined single limit of \$1,000,00.00. The successful bidder shall be required at its sole expense to name FSA, SUNY-DMC, and the State of New York as additional insureds on said insurance policy(s). A Sample Insurance Certificate showing the proper additional insureds and certificate holder information is annexed to this RFP as Exhibit C.
 6. **Performance Bond:** The successful bidder will be required to post a performance bond for the amount of \$1500.00, or at the option of the successful bidder a cash deposit of \$500.00 in lieu of a performance bond to guarantee its performance in accordance with the terms of the contract.
 7. **Commission:** Successful bidder will be required to pay an annual commission to FSA, to be clearly specified on Exhibit B of Bidder's proposal. FSA recognizes that this service is relatively small and is not expected to result in a large commission. The bidders' proposed commission is not the sole factor in evaluating proposals received.
- b. **Duration of the Contract to be Awarded:** It's the intention of FSA to award a three-year contract with an option to renew for an additional two one-year periods upon mutual consent of the parties.
- c. **Description of Commencement Event:** The Commencement Program normally takes place in May of each year at Carnegie Hall in Manhattan, New York. The commencement date for the first year is already established to take place on May 29, 2013. The Commencement Program includes graduation programs for each of three schools. The first program is for the College of Medicine, School of Graduate Studies and School of Public Health where approximately 235 students graduate. The later program is for the College of Nursing and the College of Health Related Professions where approximately 275 students graduate. Each program lasts for approximately about two hours.
- The stage seats faculty, college officials and dignitaries. When the program starts graduates approach stage from the left stairway, hand a reader a card with their names. As the name is read the graduate walks almost to the stage center, to receive his/her diploma from the campus president, shake hands with the appropriate dean and then exit the stage from the right stairway. (MD, DPT, DPH and Ph.D. students are hooded on stage after they receive their degrees).
- The SUNY Downstate Medical Center will not have commencement rehearsals and cannot provide student names and/or their addresses in advance of the commencement.
- d. **Reported Gross Sales:** The current Contractor has reported its annual gross sales as:
- | <u>Year</u> | <u>Gross Sales</u> |
|-------------|--------------------|
| 2009 | \$9,353 |
| 2010 | \$7,648 |
| 2011 | \$8,225 |
| 2012 | \$6,399 |

IV. BIDDER'S PROFILE: Each bidder must furnish as part of this bid a complete description of capabilities in the field of photography. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the bid. All bidders are required to submit a plan detailing its, the consumer prices to be charged for each service and product, and its proposal for a commission payable to FSA in its bid that shall all become part of the Contract to be awarded. Bidders should include the following information in their proposals:

- a. Name and address of company or individual.
- b. List of the names of all the owners of the company and officers of the corporation.
- c. The duration and extent of experience in the field of photography services.
- d. Provide a list of all locations where you currently are or have operated photography services, with emphasis on universities and colleges commencement ceremonies. Give name, address and phone number of a contact person at each location.
- e. A list of names, addresses, eMail and telephone numbers of the following:
 1. Person authorized to represent your company in this proposal.
 2. Person that will coordinate with college representatives organizing the commencement ceremony.
 3. Person who will represent your company on commencement day.
- f. Describe the procedure and equipment your company will use during commencement ceremony.
- g. Describe in detail the products and prices that will be offered to each student, beyond the free proof each student will receive following the ceremony.
- h. Estimate the usual amount of time between the commencement event and mailing of proofs to students.
- i. Estimate the usual amount of time between receipt of an order and mailing of finished photographs.
- j. Describe how your company handles questions, and problems such as loss of proofs or photos, etc. Does your company maintain an 800 number for inquiries?

V. QUESTIONS ON THIS DOCUMENT: For further information or questions concerning the requirements in this RFP, please contact Mr. Magdi Ashak, Asst. Director of Operations, during business hours at (718) 270-4163 or email to magdi.ashak@downstate.edu

VI. BIDDER QUALIFICATION: After consideration of the information above, a determination will be made of the bidder's ability to serve the SUNY Downstate Medical Center campus and FSA. As determined by FSA, only bids from individuals or organizations with capability to provide high quality services will be considered.

FSA reserves the right to waive any and all bid requirements and to not award a bid should the interest of the FSA so dictate. FSA further reserves the right to award the bid as its Interests are best served.

VII. PROPOSAL DEADLINE (BID DUE DATE): All bid proposals are due on or before 1 p.m. on 2/14/2013 at which time said proposals will be publicly opened in the FSA Business Office located at the Student Center Building, 394 Lenox Road, Brooklyn, New York 11203. To insure that proposals are received before 1 p.m. bidders should plan to hand deliver proposals at the above address. All proposals must be sealed upon delivery. The following statement must be written on the outside envelope:

"SEALED BID ENCLOSED; DO NOT OPEN BEFORE 1 p.m. on 2/14/2013."

MAILING ADDRESS: If mailing the proposal, the following mailing address is to be used. Proposals must be received by FSA prior to above deadline in order to be considered:

Faculty Student Association
ATT: Magdi Ashak; Box 1219
SUNY Downstate Medical Center
450 Clarkson Ave.
Brooklyn, N.Y. 11203-2098

RFP Attachments:

EXHIBIT A - Aux. Service Standard Exhibit

EXHIBIT B - Bid Form to be returned with Bidder's Proposal

EXHIBIT C - Sample Certificate of Insurance with required minimum policy limits

FSA Exhibit A
Standard Auxiliary Service Subcontractor Clauses

- I. The contract shall be between the auxiliary service corporation, (hereinafter referred to as "Corporation") and the successful vendor who will be a subcontractor of the Corporation (hereinafter referred to as "Contractor"), and neither the State University of New York nor the State of New York shall be parties to this contract.
- II. The Contractor shall save, keep harmless and defend the State of New York, the State University of New York and the Corporation against any and all liability for claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property, whether owned by State University of New York or otherwise, occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or in part from the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, subcontractors or representatives of Contractor. In the event insurance is provided by the Contractor under this agreement the Corporation, the Campus, the State University of New York and the State of New York shall be included as additional insureds.
- III. This contract is a subcontract for services by the Corporation and as such is subject to the provisions of the underlying contract and any amendments thereof between State University of New York and the Corporation, and termination of the underlying agreement in whole or applicable part by State University of New York for any reason whatsoever shall cause the simultaneous termination of this subcontract without penalty of any kind.
- IV. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Corporation and any attempts to assign the contract without the Corporation's written consent are null and void.
- V. This contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this contract or for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- VI. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then Contractor agrees that neither it nor its subcontracts shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person for any violation of this provision as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- VII. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- VIII. If this contract was awarded based upon the submission of bids, Contractor (Bidder) certifies, and each person signing on behalf of the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- IX. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. FSA and any other person or entity authorized to conduct an examination of this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. FSA shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform FSA, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, FSA's right to discovery in any pending or future litigation.
- X. FSA shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, FSA's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the FSA with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the FSA for any other reason.
- XI. In addition to the methods of service allowed by the NY Civil Practice Law and Rules (CPLR) Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractors actual receipt or process or upon FSA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Service by FSA to the last known address shall be sufficient. Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.
- XII. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of the CONTRACT, the terms of this EXHIBIT A shall control.
- XIII. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- XIV. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration except where statutorily authorized but must, instead, be heard in a court of competent jurisdiction of the State of New York.

EXHIBIT B - BID Form

(This sheet **MUST** be returned to FSA with Bidder's proposal by bid deadline)

I. COMMISSION: Insert the Commission amount which bidder agrees to pay to FSA:

Guaranteed Minimum Commission of \$ _____ Per Year

(Insert amount in dollars per year)

or _____ % of gross sales, whichever is greater.

(Insert percentage)

II. CONSUMER PRICING: Attach the specific description, size, and price for every item that will be offered for sale.

III. Bidder Certification: In making this proposal, I acknowledge that I have read and understood this Request for Proposals and its exhibits, and hereby submit this bid in accordance with its specifications, terms and conditions.

Bidder's Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Website Address: _____

Notarize below:

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF _____

COUNTY OF _____ SS:

On this ____ day of _____, _____, before me personally came _____ to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

Exhibit C: Sample Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PRODUCER NAME AND ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	VENDOR'S INSURANCE COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	POLICY NUMBER			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	POLICY NUMBER			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	X	POLICY NUMBER			EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			POLICY NUMBER			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Faculty Student Association of Downstate Medical Center, Inc (FSA), State University of New York (SUNY) Downstate Medical Center (DMC), SUNY, and State of New York and their DIRECTORS, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED ON A PRIMARY NON-CONTRIBUTORY BASIS.

CERTIFICATE HOLDER	CANCELLATION
Faculty Student Assoc of DMC, Inc Mail Stop Code:1219 450 Clarkson Ave Brooklyn NY 11203-2098	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE