

Columbia County Central Services  
**Digital Marketing Services for Tourism Promotion  
in Columbia County, NY**  
RFP #24-014



Columbia County Central Services  
401 State St.  
Hudson, NY 12534  
Phone: 518-828-2031

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**Date: August 20, 2024**

**LEGAL NOTICE  
COUNTY OF COLUMBIA  
NOTICE TO VENDORS**

**PLEASE TAKE NOTICE** that sealed bids will be received for

**Digital Marketing Services for Tourism Promotion**

at the office of Columbia County Central Services, 401 State St., Hudson, New York 12534 until **2:00 P.M., Wednesday, September 25, 2024**. Bids shall be contained in a sealed envelope, clearly marked “**Digital Marketing Services for Tourism Promotion**”. Bids will be publicly opened and read at the Columbia County Office Building, Committee Room, 401 State Street, Hudson, New York, at 2:15 P.M., Wednesday, September 25, 2024.

Bid packages can be obtained by any bidder at the Columbia County Department of Central Services, 401 State Street, Hudson, New York, and shall be prepared in accordance with the forms contained in the bid package.

No bid may be withdrawn for a period of forty-five (45) days from the date of the bid opening. The County of Columbia reserves the right to reject any and all bids.

**RFP #: 24-014**

**Dated: August 20, 2024**

## **GENERAL**

1. The date, time and place of bid opening will be given in the Notice to Vendors.
2. All bids must be submitted in accordance with instructions provided in the bid package.
3. All bids received after the time stated in the Notice to Bidders will **NOT** be considered. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Columbia County.
4. All information required by the Notice to Vendors, Instructions to Bidders, Specifications, etc., must be given to constitute a bid. Incomplete bids will be rejected.
5. Vendors are limited to 1 (one) bid. Prices and information required must be legible. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.
6. Purchases by the County of Columbia for its use are not subject to any sales, use or federal excise taxes, and exemption certificates will be executed upon request.
7. Price shall be net and shall include delivery (no fuel surcharges) of the material or item to the location(s) specified regardless of order size (no minimum order requirement). All transportation and delivery charges will be prepaid by the successful bidder to the point of delivery.
8. The County of Columbia reserves the right to waive any formalities or reject any and all bids, or to accept any bid which it deems in the best interest of the County of Columbia.
9. Award of the contract shall be made according to law as soon as practicable after the public opening of bids. No bidder may withdraw a bid for a period of forty-five (45) days from the date of the bid opening.
10. All addenda issues subsequent to the original issuance of the bid shall become a part of the total bid document.
11. The Bidder's Certification of Compliance with Iran Divestment Act, pursuant to Section 103-g of the General Municipal Law, must accompany each bid.
12. The Non-Collusive Bidding Certificate as required by Chapter 956 of the Laws of New York State, pursuant to Section 103-d of the General Municipal Law, must accompany each bid.

## **INTRODUCTION**

Columbia County, NY, renowned for its scenic beauty, historical sites, and vibrant cultural scene, is seeking proposals from qualified digital marketing agencies to enhance and promote tourism in the region. The selected agency will collaborate closely with the Columbia County Tourism Department to develop and execute comprehensive digital marketing strategies aimed at attracting visitors and increasing awareness of the county's attractions.

## **OBJECTIVES**

The primary objectives of this project include:

- Increase visitor arrivals to Columbia County through targeted digital marketing efforts
- Enhance the visibility and awareness of Columbia County as a premier tourist destination
- Drive engagement and interactions across digital platforms to foster a vibrant online community

## **PROJECT SCOPE**

The scope of work will include, but is not limited to:

- Development of a digital marketing strategy aligned with the tourism goals of Columbia County
- Search engine optimization (SEO) to improve online visibility and organic traffic.
- Content creation and management for social media platforms complying with Americans with Disabilities Act (ADA) requirements pertaining to digital content
- Paid advertising campaigns (PPC, display ads, social media ads, etc.).
- Email marketing campaigns to engage potential visitors and past visitors.
- Monitoring, analytics, and reporting to measure the effectiveness of campaigns to be submitted on a quarterly basis.

## **INFORMATION FURNISHED WITH THE PROPOSAL**

Interested agencies are requested to submit proposals that include:

- Overview of the agency's experience in digital marketing for tourism or related fields.
- Proposed digital marketing strategy and approach tailored to Columbia County
- Examples of past campaigns or projects demonstrating success in increasing tourism.

- Detailed budget proposal outlining costs for strategy development, implementation, and management
- Timeline for project execution, including key milestones and deliverables
- Team qualifications and roles, including project management structure.
- References and client testimonials

Any attachments other than those specified within or provided by Columbia County must be typed on 8 ½ x 11 paper and signed by the responding vendor.

## **QUESTIONS**

Questions regarding this RFP must be provided in writing to Marissa Hogencamp and Adam Miller by emailing [marissa.hogencamp@columbiacountyny.com](mailto:marissa.hogencamp@columbiacountyny.com) & [adam.miller@columbiacountyny.com](mailto:adam.miller@columbiacountyny.com) no later than 4:00 pm on Monday, September 16, 2024. All questions must make specific reference to the section(s) from this RFP where applicable. Only answers issued in writing will be binding. Oral interpretations or clarifications will be without legal effect.

The County reserves the right to amend the RFP based on questions and issues raised at any time prior to the RFP submission deadline.

## **DELIVERY**

All merchandise shall be delivered in good condition, in compliance with the specifications. All damaged merchandise or merchandise which does not comply with the bid specifications will not be accepted by Columbia County Agencies. The successful bidder must replace such damaged or non-compliance items at his expense, and prior to receiving payment.

## **INVOICING**

Invoices shall be typed or computer generated and submitted by the vendor on a monthly basis. Vendors shall distribute digital invoices as is specified by the ordering County representative. Invoices must itemize the quantities, product being invoiced, unit and total cost by the department/agency receiving services. The vendor shall be paid only when the County has given their satisfactory approval that services have been delivered in accordance with this RFP.

## **AWARD**

Award of the bid shall be made by the Columbia County Board of Supervisors. In cases where two or more responsible bidders submit identical bids as to price, the Contract may be awarded to either of such bidders. The award shall be made on the most advantageous bid, on a quality versus price basis, taking into consideration the responsibility of the bidder and proposal deemed to be best adapted to the uses of Columbia County. Failure on the part of the successful bidder to comply with all the terms of the Contract and Specifications as set forth herein may result in disqualification of the bidder from future bidding, and/or termination of the Contract.

## **PROPOSAL EVALUATION CRITERIA**

An Evaluation Committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail within the proposal.

<b><u>Weight</u></b>	<b><u>Evaluation Criteria</u></b>
100 Points	Demonstrated ability to meet the statement of objectives implementing a marketing plan, promotional plan to meet all objectives of the marketing plan
150 Points	Demonstrated technical capability including industry knowledge, media planning and buying, digital capabilities, strategic marketing, and design
150 Points	Quality of proposed strategies and deliverables
100 Points	References and client testimonials
150 Points	Demonstrated knowledge of the Hudson Valley region and I Love NY rules and regulations
100 Points	Cost
50 Points	Ability to provide ROI and other detailed analytics surrounding project success

## **EXCEPTIONS**

Unless explicitly stated in the Proposal response, the County shall assume that all responses are in full compliance with all specifications, without exception. All items in the Proposal response that are not in full compliance or that vary from any of the specifications shall be clearly defined as exceptions. Specific reference to the relevant section(s) in the specifications and the precise nature of the variance or non-compliance shall be clearly stated in the Proposal response.

The County reserves the right to accept any and/or all/none of the exceptions(s) substitution(s) deemed to be in the best interest of the County.

Non-compliance or variance with any items in the specifications shall not necessarily result in rejection of a bid.

## **CONTRACT**

The Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his proposal.

A copy of Columbia County's General Contract Form is available upon request

**NOTICE:** It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without consent of Columbia County.

### **CONTRACT PERIOD**

The contract period will be for one (1) year with an option for two (2) one (1)-year extensions, commencing on January 1, 2025. The County shall have the option to renew its contract with the successful Contractor subject to negotiation and agreement between both parties. If the Contractor wishes not to renew the contract or wishes to negotiate any contract terms it shall submit in writing their intention no later than ninety (90) days before the end of the contact period.

If, during the Contract period, the Contractor is unable or unwilling to meet contractual requirements it shall immediately notify the Central Services Department in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The County may, but is not required to, consider an equitable adjustment in the Contract terms, pricing, or price structure.

### **TERMINATION**

- (a) ***Without Cause.*** The County may terminate this Contract upon (10) days' prior written notice to the Contractor of its intent to terminate without cause.
- (b) ***With Cause.*** The County may terminate this Contract effective immediately, with subsequent written notice to be given to the Contractor of termination with cause.

### **NEW YORK LAW AND VENUE**

The contract/agreement resulting from this Bid shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract/agreement shall be brought in the Supreme Court of New York, Columbia County.

In addition, all County contractors not incorporated in the State of New York shall produce a Certificate to Do Business in the State of New York from the New York Secretary of State prior to executing their contract with the County.

### **INSURANCE REQUIREMENTS**

The successful company must furnish the County with Certificates of Insurance prior to commencement of work. The required coverage shall not be less than the following:

- Workers Compensation Statutory Requirements

- New York State Disability Coverage Statutory Requirements
- Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence, subject to a \$2,000,000.00 annual aggregate. Coverage shall include bodily injury, property damage, personal injury, and blanket contractual liability.
- Automobile Liability insurance with minimum limits of \$1,000,000.00 each accident. Coverage shall provide for any vicarious liability of the County of Columbia and be applicable to all owned, non-owned, hired, borrowed, or temporarily used vehicles by the Contractor.

Insurance certificates shall name the County of Columbia as additional insured party.

### **PURCHASING FROM ALTERNATE SOURCES**

The County reserves the right to purchase items included in this proposal from another County Contract or NYS OGS Contract, NYS Industries for the Disabled, Department of Correctional Services, Industries for the Blind of NYS, Inc., or the NYS Office of Mental Health or National Cooperative when available or required by law. The County also reserves the right to obtain quotes from other vendors on large quantity orders, and/or items with a substantial cost, and purchase those items from other vendors, if it is in the best interest of the County. In the event of a declared emergency, the County reserves the right to obtain such products and/or services from any source, including but not limited to this contract, as the County in its sole discretion determines what will meet the needs of such emergency.

### **PARTICIPATION BY POLITICAL SUBDIVISIONS**

The successful bidder shall upon order by a political subdivision, fire district or district in such political subdivision, located in whole or in part within Columbia County, provide the goods or services bid upon to such upon the same terms and conditions as such bidder supplies same to Columbia County. The successful bidder shall be paid by each purchaser; and Columbia County shall not be liable to the successful bidder for any such purchases made pursuant to this paragraph. The County of Columbia shall not be liable to any purchaser for non-performance of this Agreement in any manner and for any reason.

### **TITLE VI**

Title VI of the Civil Rights Act of 1964 and related statutes and regulations, as amended, require that no person in the United State shall, on the grounds of race, color, sex, national origin, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives Federal financial assistance.



## **CONTRACTOR'S ASSURANCE OF EQUAL EMPLOYMENT OPPORTUNITY**

The undersigned assures Columbia County that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The undersigned understands and agrees that the contract understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the undersigned for future contracts with the County. The undersigned certifies to the County of Columbia that there is no pending or outstanding decision, ruling or order against it finding the undersigned in violation of the laws against discrimination.

**STATEMENT OF NON-COLLUSION**

By submission of this proposal, each Vendor and each person signing on behalf of any Vendor, certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this proposal have been arrived at independently without collusion, consultation, communications oral agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor; and

3) No attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where 1), 2), 3) above have not been complied with; Provided however that if in any case the bidder(s) cannot make the forgoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

**[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]**

\_\_\_\_\_  
**FIRM**

\_\_\_\_\_  
**BY**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DATE**

## **IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR COLUMBIA COUNTY, NY** **CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the County, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The County of Columbia may award a bid to a bidder who cannot make the certification on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or
- (2) The County makes a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the County from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

**BIDDER'S CERTIFICATION**

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
  
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

The undersigned, being experienced and responsible for the performance of same, agrees to furnish and deliver to Columbia County at the location(s) specified herein, the following described item(s), material(s), or service(s) in accordance with the attached contract documents and Bid Specifications and described in Detail below (attach additional materials to Proposal, if necessary):

**Proposal: Digital Marketing Services for Tourism Promotion in Columbia County, NY**

\_\_\_\_\_  
**CONTACT PERSON**

\_\_\_\_\_  
**PERSON, FIRM, OR CORP.**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**EMAIL**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

**ADDENDA PAGE**

The bidder acknowledges receipt of the following addenda to the Documents (*provide number and date of each*):

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Failure to acknowledge receipt of all amendments may cause the bid to be considered not responsive, which would require rejection of the bid.