



University at Buffalo[®]

The State University of New York

Request for Qualifications – Creative

August 8, 2025

(University at Buffalo)
(Crofts Hall, Buffalo, NY 14226)
(Atten: Bethany Scibetta, bmscibet@buffalo.edu)

1 Request for Qualifications

The University at Buffalo offers an approved pool of pre-qualified vendors to support decanal and administrative units with creative services. These vendors collaborate with university units to develop and create communications materials that adhere to brand standards. Their role includes conceptual development, art direction and comprehensive graphic design support. The university seeks new vendors to be added to this list, provided they follow the instructions outlined below, meet the minimum requirements listed, earn a minimum score of 135 points for a portfolio review and reference check and attend yearly training sessions to ensure quality, consistency and overall brand compliance.

2 Instructions

Proposals can be submitted February 1-28 and July 1- July 31 each year, the Offeror must:

1. Prepare a clearly readable document, including all required information.
2. Indicate any deviations from the qualifications and criteria and if necessary, attach separate documents and/or explanation.
3. Electronically sign the submission. By signing the Offeror indicates full knowledge and acceptance of this Request for Qualifications (RFQ) including Exhibits A and A-1. The proposal must be completed in the name of the proposer, corporate or otherwise, and must be fully and properly executed by an authorized person.
4. Submit complete qualifications to:
Bethany Scibetta, bmscibet@buffalo.edu and ucombids@buffalo.edu
5. Vendors will be notified of the outcome of their material review and if they will be invited to attend a forthcoming training session. Notification will come via email no later than March 15, August 15 or October 15 depending on the month you submitted your proposal. See section 3.3 for additional training information.

2.1 Qualifications and Experience

The following qualifications in section 2.1.1 will be reviewed as “pass/fail.” You must meet all requirements within 2.1.1, or your proposal will be rejected.

Your proposal must address each section of the RFQ in the order it is presented. For example, under section 2.1.1.1, you must provide all information requested in that section and include your specific response. This applies to every numbered section in the RFQ. Failure to provide information this way will result in disqualification.

2.1.1 Provide the following documentation:

2.1.1.1 Evidence that the vendor or its officers have been engaged for at least five (5) years providing services in a similar capacity as requested. Include a statement indicating the date the company was founded, how long the vendor has been in business and a link to the vendor website that outlines services provided.

2.1.1.2 Evidence that the vendor has the capacity to perform the majority of the work in-house, indicating when any part of work will be subcontracted as well as which entity will serve as the primary vendor and “subcontractor.” See section 3.2 for more information.

2.1.1.3 Evidence that the vendor has considerable experience in dealing with complex, stratified organizations such as higher education, healthcare and/or nonprofits. This should be reflected through a client list detailing the length of partnerships.

2.1.1.4 Submit W9 for taxpayer identification information. See UB’s preferred form [here](#).

2.1.2 Submit a portfolio

Submit a portfolio that reflects the bidder’s quality and breadth of work in developing and executing on communications materials as outlined in section 3.1. At least one of the portfolio examples must be from higher education, if at least one example is not from higher ed, the entire submission will be disqualified.

The portfolio will be scored by three (3) members of the University Communications staff. Evaluators are experts in their fields and each have decades of experience in branding, marketing and design. Each member of the review team can award up to 50 points, with a maximum score for portfolio review of 150. See sample score sheet for more information.

2.1.2.1 Include a minimum of three (3) examples that show the successful development of various communications materials. None of the examples supplied can be work completed for the University or any of its units. Each example must illustrate how the communication materials created adhered to the brand standards and guidelines of the client for which they were created. The collection of examples submitted should demonstrate bidder expertise in the following:

2.1.2.1.1 Proven ability to work in an established brand platform.

2.1.2.1.2 Consistency in quality in the production of an array of communication materials.

2.1.2.1.3 Provide conceptual development, art direction and comprehensive graphic design support with creative range from simple layout to marketing campaigns requirement.

2.1.2.1.4 Mature design practices including an understanding of composition and tone, image selection and manipulation, sophisticated use of type (including attention to leading and kerning).

2.2 References

Please include three professional references who can attest to the type of work referenced above. Each reference should include the following: first and last name, company name, work address, email address, phone number. References will be contacted by the University and asked to fill out a reference form, which will be scored. Each reference is worth 10 points for a maximum of 30 points. For more information, see example reference request and score sheet.

3 Scope of Services

3.1 Scope of Services

Specific examples of communications materials that vendors may be asked to develop include, but are not limited to, the following:

- Brochures, booklets, reports and manuals.
- Direct mail flyers, postcards and specialty print pieces.
- Event materials (e.g., invitations, programs, award certificates).
- Posters, banners and vehicle wraps.
- Print, web-based, social media and outdoor advertisements.
- Emails, web graphics and other e-marketing materials.
- Tabletop displays and conference, open house and trade show exhibits.
- Graphs, charts and other individual graphics and illustrations.
- Short-form video, animated GIFs and other motion visuals.

Editorial Support

- Some projects may also require editorial support such as writing, copyediting and/or proofreading. A vendor may provide this service at an additional fee. However, there is no requirement on behalf of the vendor to provide this or the UB unit to use this. If copy is supplied directly by the UB unit, the vendor is not liable for any text errors. It is incumbent on the unit to proofread.

Printing

Procurement of printing services cannot be done by creative services vendors. University units must coordinate print procurement and will work with the University's central purchasing office to contract with print vendors directly.

- Vendors will determine graphic design project printing specifications as required, selecting paper, ink and any special production treatment(s) as needed, while working within budgetary constraints. The vendor will provide written print specs to the University for the project, which should be discussed early in the process.
- For print projects, the vendor will supply printer-ready files and upload them directly to Print Services or the contracted printer where applicable, and act as the main liaison with the chosen print vendor or fabricator, ensuring pre-press requirements are completed for all electronic files.
- The vendor will also provide a physical mock-up of the project (if applicable) to the selected printer or fabricator.
- Files must be editable InDesign, Illustrator or Acrobat and include bleed (if applicable) and crop marks.

3.2 Subcontractor Staffing

The vendor shall provide a subcontractor staffing list for the project. This subcontractor staffing list shall include the percent of work to be completed by each subcontractor and indicate whether each is a Minority or Women Owned Business.

3.3 Training Schedule

All vendors who pass the qualification and experience review and score a minimum of 135 points for their portfolio and reference checks will be invited to attend a brand training session. A vendor must satisfactorily complete the training to become a pre-qualified vendor. This is an annual requirement for all vendors who wish to remain on the university's pre-qualified creative services vendor list.

Training Schedule (subject to change):

- April
- September

Specific dates will be published on the University Communications website two months prior to training.

Training is a full-day, live, online and interactive session. A detailed agenda will be sent to those invited to the program in advance.

Vendors will be notified at least two weeks prior to training if they have met the minimum requirements and are invited to attend. You may contact ucombids@buffalo.edu for any specific questions about the training program.

3.4 Ongoing Review

UB will also conduct periodic reviews of any work completed through this agreement and obtain feedback from each unit who requested services. UB reserves the right to remove a vendor from the pre-qualified vendor list based on these periodic performance reviews.

3.5 Additional Terms & Conditions

3.5.1 Vendor Debriefing

Upon notification of the selection unsuccessful offerors may request in writing a debriefing of the results of their response to this solicitation. Requests for debriefing must be received within a reasonable timeframe, not more than 30 days after notice of award.

3.5.2 Proposal/Qualifications Confidentiality

All proposals and qualifications submitted for SUNY's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Offeror believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed the Offeror shall submit with its proposal a separate letter to the designated contact. The letter shall specifically identify the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Offeror to submit such a letter will constitute a waiver by the Offeror of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets.

The proprietary nature of the information designated confidential by the Offeror may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable since a proposal cannot reasonably consist of all data subject to FOIL proprietary status.

3.5.3 Information Security Breach and Notification Act

The Offeror shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). The Offeror shall be liable for the costs associated with such breach if caused by its negligent or willful acts or omissions, or the negligent or willful acts or omissions of its agents, officers, employees or subcontractors.

3.5.4 Ownership of Creative Assets

- 4.1.4.1 **Rights in Deliverables:** Materials created by Vendor specifically for the University pursuant to this Agreement ("Works") shall be deemed to be "works made for hire" under federal copyright laws and such Works shall be owned, in all respects, by the University. Vendor hereby assigns to the University ownership of all Works and agrees to reasonably cooperate with the University if further documentation is required with respect to such ownership.

- 4.1.4.2 Publishing: The University may publish Works created under the terms of this contract for unlimited period of time and in all media. At any time or upon termination of the contract, the Vendor will be required to return to the University all files or images they currently have in their possession relating to this contract.
- 4.1.4.3 Representations and Warranties (Deliverables): Vendor represents and warrants that the Deliverables are, and will be, the original work of Vendor. Vendor further represents and warrants that the Deliverables do not, and will not, infringe upon the copyright or other intellectual property right of any third party. Vendor agrees to indemnify, defend and hold harmless the University from and against any claim, cost or liability (including reasonable attorney's fees) arising, directly or indirectly, from Vendor's breach of the representations and warranties contained in this section. This indemnification obligation shall be in addition to, and not in lieu of, any other indemnification obligations provided for in this Agreement. Notwithstanding anything in this Agreement to the contrary, Vendor's indemnification obligations shall not be subject to any limitation of liability provisions.
- 4.1.4.4 Representation of Relationship: Vendor will not represent the University in any capacity without prior written consent from the University. This includes the use of University name, mark, and materials, in any setting. Examples may include, but are not limited to, presentations, websites and client lists.

3.6 Additional Terms & Conditions

1. Consultant's Terms: The Consultant's standard terms and conditions will not be considered relevant to their proposal or the contract and should not be included with their proposal. Any additional Consultant terms and conditions which are attached or referenced with Consultant's proposal shall not be considered part of the qualifications or proposal but shall be deemed included for informational purposes only. No extraneous terms will be incorporated into an agreement unless approved in writing by the Office of General Counsel. Acceptance and/or processing of a proposal shall not constitute acceptance of the extraneous terms.
2. The relationship of the Successful Offeror to SUNY shall be that of independent consultant.
3. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
4. The submission of a proposal constitutes a offer to perform and provide said services.

5. In the event the Successful Offeror uses partners, subcontracts or subcontractors, the Successful Offeror will remain responsible for compliance with all specifications and performance of all obligations resulting from this RFQ. For the resulting agreement, the Successful Offeror will be the prime contractor.
6. SUNY will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to this RFQ.
7. Public announcements or news releases regarding this RFQ or any subsequent award of a contract must not be made by any offeror without the prior written approval of SUNY.
8. The Successful Offeror(s) is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offeror shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
9. The Successful Offeror will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Offeror will impose any liability or duty whatsoever on SUNY including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.
10. In the event the Successful Offeror is required to be reimbursed for travel, Offeror shall be reimbursed at rates not to exceed the current NYS Schedule of Allowable Reimbursable Travel Expenses. Refer to the U.S. Government Administration Rates for Travel at: <http://www.gsa.gov>

SUNY reserves the right to:

1. Not accept any and all proposals received in response to this RFQ.
2. To terminate any resulting contract for: (1) unavailability of funds; (2) cause; (3) convenience; (4) in the event it is found that the certification filed by the Offeror in accordance with State Finance Law §§139-j and 139-k are found to be intentionally false or intentionally incomplete; and if applicable, the Department of Taxation and Finance Contractor Certification Form ST-220CA was false or incomplete. Upon such finding, SUNY may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of the contract.
3. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim

financial statements and credit reports.

4. Contact any or all references.
5. Waive requirements or amend this RFQ upon notification to all Offerors. Mandatory requirements may be eliminated if unmet by all Offerors.
6. Negotiate with Offerors responding to this RFQ within the requirements necessary to serve the best interests of SUNY.
7. Begin contract negotiations with another Offeror in order to serve the best interests of SUNY, should SUNY be unsuccessful in negotiating a contract with the Successful Offeror within an acceptable time frame.
8. Reject any or all portions of any offer, to negotiate terms and conditions consistent with the intent of SUNY, and to make an award for any or all remaining portions.
9. Request clarifications from Offerors for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Offerors determined to be susceptible to being selected for contract award, prior to award.
10. Advise Offeror of any objectionable employee(s) and/or subcontractor(s) and request their removal from the project. Such removal shall not be reasonably withheld by the Offeror.
11. Terminate agreement with thirty (30) days written notice.