



Black Hawk College
PURCHASING DEPARTMENT
6600 34TH AVENUE
MOLINE, IL 61265

DATE: September 8, 2021

TO BE OPENED ON
October 14, 2021
RFP 01-22

*****IMPORTANT*****
 SHOW "RFP 01-22"
 ON OUTSIDE OF
 MAILING ENVELOPE

REQUEST FOR PROPOSAL (RFP)
MEDIA BUYING SERVICES, DISTRICT WIDE
RFP 01-22

Pursuant to the provisions of Section 3-27.1 of the Illinois Public Community College Act and rules and regulations adopted thereunder, sealed proposals subject to the conditions and requirements made a part hereof **will be received until 2:00 p.m. local time, on Thursday, October 14, 2021 VIA EMAIL – MELEGM@BHC.EDU** - then opened publicly, read aloud **VIA TELECONFERENCE** and recorded **immediately thereafter when possible**, for furnishing the goods or services described below, to be delivered or performed at the location(s) stated. Whether or not a proposal is timely shall be determined by reference to the clock located in the Purchasing Office of the College, and the determination of whether or not a proposal is timely in accordance with that clock shall be at the sole discretion of the Black Hawk College Purchasing Office and Board of Trustees, whose decision on that issue shall be final.

REFER INQUIRIES TO: **MIKE MELEG**
BLACK HAWK COLLEGE
6600 34th AVENUE
MOLINE IL 61265

TELEPHONE: **(309) 796-5002**

EMAIL ADDRESS: **melegm@bhc.edu**

VENDOR INFORMATION:

Contact:
Company:
Address:
City/State/Zip:
Telephone:
Fax Number:
Email Address:

GENERAL

Proposals are subject to the attached Standard Terms and Conditions.

USING DEPARTMENT

Marketing

PURPOSE

Black Hawk College (BHC) desires to enter into a three-year agreement with a renewal for two (2) additional one-year terms at BHC's option with an Agency that will perform Media Buying Services.

BHC desires a collaborative relationship between itself, agency and media vendors with open lines of communication. Suggestions to maximize the effectiveness of placements, content or messaging are welcome but not expected.

BHC typically has two primary advertising periods or campaigns per year to support credit hour enrollment for the spring/mini-mester, summer and fall terms. The Spring Enrollment campaign typically runs from mid-October to mid-January. The Summer/Fall Enrollment campaign typically runs from mid-March through early August. Non-enrollment period advertising is minimal.

BHC anticipates the first placement to occur on or after March 1, 2022 to coincide with the beginning of the summer/fall enrollment campaign.

BHC will produce all creative in-house unless arranged for separately and will welcome vision, input and suggestions from agency for either commissionable or non-commissionable advertising, however BHC does not anticipate using agency for non-commissionable placements.

BHC's primary target market includes Illinois Community College District 503 and the Iowa Quad-Cities. District 503 includes all or parts of Rock Island, Mercer, Henderson, Whiteside, Bureau, Stark, Knox, and Henry Counties.

TIME TABLE

DATE	EVENT
September 8, 2021	Mailing of Request for Proposal RFP 01-22
September 23, 2021	Deadline for E-Mailing Questions: 5:00 pm local time
September 23, 2021	Intent to Respond form due (Attachment D)
October 7, 2021	Addendum 1 answering all questions will be published
October 14, 2021	Proposals via e-mail due at 2:00 p.m.
November 29, 2021	Anticipated Board of Trustees Approval
November 30, 2021	Anticipated Award Date

DEADLINE FOR E-MAILING QUESTIONS

Interested parties are welcome to address any questions or concerns once receiving this RFP by sending an email to melegm@bhc.edu by **5:00 p.m. on Thursday, September 23, 2021**. This timeframe provides an opportunity for Agencies to raise any questions, exceptions, or additions they have concerning the Media Buying Services to be provided, or this RFP document. If an Agency discovers any ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should raise these issues as well. **All questions will be answered by addendum on Thursday, October 7, 2021.**

INTENT TO RESPOND FORM DUE

Agencies shall submit the Intent to Respond form (Attachment D) by **Thursday, September 23, 2021**. Failure to submit the Intent to Respond form may result in the Agency's removal from consideration on future proposals. Only those Agencies who indicate their desire to participate in this proposal by indicating as such on the Intent to Respond form and submitting the form will be copied on any Addenda

issued thereafter. **It is mandatory that all interested Agencies submit an Intent to Respond form. Proposals from Agencies not submitting this form will not be accepted.**

BID OPENING AND CALL-IN INFORMATION

Due to health concerns, the public bid opening will be held via conference call rather than in person. Those wishing to listen to the bids as they are being opened and announced shall do the following:

Dial 1 312 626 6799
Meeting ID: 942 4226 8834
Passcode: 701174

SCOPE OF WORK

Agency responsibilities shall include developing local and regional competitive Media buy analysis as needed, including strategic Media analysis and recommendation for each campaign. Perform Media purchasing and electronic distribution of commercials to designated commissionable Media, keeping buys within budget limitations, correcting any billing errors, approving Media invoices, and working directly with the Media to handle "make-goods". Making direct payment of Media invoices to Media and submitting Agency invoices with supporting copies of Media invoices in a timely manner to BHC.

Agency shall generate Media buy estimates for BHC review, contact radio, television or cable for available air times, present proposed schedule to BHC, and negotiate with each Media organization for potential buy. All proposed Media schedules and buys must be approved by BHC before being placed by Agency.

Black Hawk College will provide campaign theme/direction and provide creative materials.

The contracted Agency must be available in person or by phone at least quarterly to discuss Media planning, placements, changes, new Media opportunities, purchases, distribution of commercials, invoicing, review results/performance of previous campaigns, negotiate placement adjustments, and other matters as required.

All planned Media buys are to be kept confidential. The Agency shall not release any information about any campaign at any time without prior approval by BHC. All creative, designs, graphics, videos, scripts, and other marketing collateral produced or placed by the Agency shall be the property of BHC.

Compensation for this contract shall be commissioned-based, paid by each Media outlet. Commissioned-based Media may include but is not be limited to broadcast television, cable television, commercial radio, and cinemas. BHC will not be responsible for payment of fees for Media buying services. The Agency will provide an Affidavit of Performance for each placement. There will be no payment in advance; BHC's payment terms are net 30.

This solicitation does not apply to non-commission paying Media organizations. Non-commission Media includes but may not be limited to digital, outdoor, newspaper and certain print advertising.

The Agency's Media buyer/planner must be impartial and objective in relationships with all Media organizations. Personal relationships for business affiliations shall not take precedence over BHC's interests in any Media-buying decisions undertaken on the College's behalf.

No guarantee of volume or other services such as creative, web or social Media support, etc., beyond the bid.

Annual budget for this proposal is estimated as follows:

Cable and Broadcast TV	\$85,000 - \$110,000
Commercial Radio	\$50,000 - \$75,000
Cinemas	To Be Determined

QUALIFICATIONS:

Agency must meet the following qualifications:

1. The Agency must have a minimum of ten (10) years of experience buying/planning Media in the Quad-Cities DMA.
2. The Media buyer/planner must have a minimum of seven (7) years of experience buying/planning Media in the Quad-Cities DMA.
3. Have established and current relationships with Media salespeople and be able to show competency in obtaining value-added benefits.
4. Have the ability to recommend Media buys, based on the College's desired outcome and target audience.
5. Have the ability to provide demographic ratings, impressions, reach and frequency for each advertising campaign.
6. The Agency must have the ability to present proposed schedules for Media buys. These schedules will include a detailed breakout of budget distribution by medium; where and when Media will run, total audience ratings and impressions and the projected reach and frequency of the overall Media schedule.
7. Demonstrate the financial strength to bill and invoice in a timely manner.
8. Must employ Media buying and planning software.

PROPOSAL REQUIREMENTS

All proposals should contemplate the full five-year term, however BHC will not guarantee any volume of business. Please provide the following information, in the following order, as well as Attachments B, C, and E:

1. State the Agency company name, address, telephone number, fax number, website address, legal status (ownership), and the year the Agency was established as it now substantially exists.
2. Provide the federal employer tax identification number.
3. Name of the contact person, address, telephone number, fax number, and email address to be assigned to the Black Hawk College account.
4. Overview of the Agency's organization, principal areas of expertise, and capacity to perform Media Buying services.
5. Experience and role of each staff member assigned to the Black Hawk College account, including their titles, roles and responsibilities. Include résumés of their relevant Media planning and buying experience in the Quad-Cities market.
6. Overview of the Agency's Media buying and planning philosophy. BHC expects agency relationship will be a partnership between itself, BHC and media vendors working collaboratively as a team. Describe the type of relationship the Agency maintains with Media organizations and Clients. For example, do all communications flow through the Agency or do all parties interact?
7. Documentation of Media planning and buying software.
8. Billing and invoicing procedures.
9. List of five (5) Clients for whom the Agency has provided Media planning and buying services within the last three (3) years and a brief description of the services performed.
10. Provide any costs/hourly fees associated with any Media planning and buying services not compensated by the commission the Agency receives.
11. Fee and rate structure.
12. Provide three (3) Media client references, including at least one Higher Education Institution.
13. Provide three (3) current Media Vendor references in the Quad-Cities market.
14. Describe experience working with institutions of higher education. Include institution name(s), services provided, and years of the relationship.
15. Provide a copy of a proposed contract between BHC and the Agency.

SUMMARY OF CRITERIA FOR SELECTION OF SUCCESSFUL VENDOR

A committee of BHC personnel will evaluate the bids. In evaluating agency proposals, BHC will value and weight more heavily criteria such as the relationship between BHC, agency and media vendors as described by agency proposal, payment terms, and experience with institutions of higher education. The evaluation of proposals will consider all elements in this RFP and will be presented to the Black Hawk College Board of Trustees for approval. A scoring grid may or may not be used as part of this evaluation; see Page 8, Paragraph 9, "Selection Criteria."

In addition to the Vendor's responses to the requirements and qualifications stated above, the following criteria will be applied for evaluation:

1. Demonstrated background and experience of the firm in compliance with the stated requirements and qualifications.
2. Demonstrated experience buying and planning Media with institutions of higher education.
3. Accessibility and expertise of the proposed assigned personnel.
4. Fees/Rate structure.
5. Relevant experience of primary staff.
6. Evaluation of business philosophy, practice and roles/relationships between Media, Agency, and BHC.
7. Demonstrated ability to deliver value-added advertising/benefits to client.
8. The ability, capacity and skills of the Vendor to perform the contract or provide the service required.
9. The character, integrity, reputation, judgment, experience of the Vendor.
10. The quality of performance of previous contracts or service.
11. The previous and existing compliance by the Vendor with the laws relating to contract and services.
12. Such other information as may be secured having a bearing on the decision to award the contract.

INSTRUCTIONS TO VENDORS

1. GENERAL

Proposals shall be e-mailed to melegm@bhc.edu and stated "Media Buying Services RFP 01-22" on the subject line of the e-mail. Proposals are due not later than 2:00 p.m. local time on Thursday, October 14, 2021. Unsigned (use Attachment B for signature) or late bids will not be considered. Any discussions with College personnel other than as listed above regarding this RFP while the RFP is in progress (from the time Vendor receives this RFP until final award is made) are strictly prohibited. Such contact and discussion may result in disqualification of Vendor's proposal.

2. TERMINATION OF CONTRACT

The College may terminate any award of Contract without cause and for its convenience at any time. In the event of default or non-compliance with the terms of the proposal, it may be terminated immediately. In the event of termination, the Vendor shall be obligated to complete all of its obligations and responsibilities under the terms of this proposal for work in process.

3. POSTPONEMENT OF OPENINGS

A bid opening may be postponed by the College, even after the time scheduled for bid opening, if the College has reason to believe that the bids of an important segment of bidders have been delayed in the mails, or in the communication system specified for transmission of bids, for causes beyond their control and without their fault or negligence (e.g., flood, fire, accident, weather conditions, strikes, or College equipment blackout or malfunction when bids are due); or emergency or unanticipated events interrupt normal College processes so that the conducting of bid openings as scheduled is impractical. At the time of a determination to postpone a bid opening, the new time and date shall be communicated by issuance of an addendum to the prospective bidders who are likely to attend the bid opening. In the case of urgent College requirements precluding the communication of an addendum, the time specified for opening of bids shall be deemed to be extended to the same time of day specified in the bid on the first work day on which normal College processes resume. In such cases, the time of actual bid opening shall be deemed to be the time set for bid opening for the purpose of determining "late bids". The College shall maintain records in the bid file explaining the circumstances of the postponement.

4. ERRORS AND OMISSIONS

All documents shall be completed and submitted as requested by the College. No claim for errors or omissions in the proposal will be considered. Firms will be held strictly to the proposal as submitted. Proposals may be withdrawn in writing, facsimile, or in person prior to the closing date and time. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals.

It is the responsibility of the Vendor to examine the site and all conditions thereon. The proposal shall take into consideration all such conditions as may affect contract Work. No additional expense will be allowed for failure to be so informed.

5. COMPLETENESS AND COMPLIANCE

Proposals will be reviewed for completeness and compliance with all requests and requirements, including proposal instructions, specifications, and terms and conditions of the Proposal. Proposals that fail to comply with the essential requests and requirements of the RFP may be rejected as non-responsive and eliminated from further consideration.

6. COMPLIANCE WITH LEGISLATION

Vendor's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, discrimination and intimidation of employees, including Executive Order #11246. Provision of said acts are hereby incorporated by reference and become a part of this proposal and specifications. The Vendor shall also comply with applicable federal, state, and local laws, ordinances and regulation, and OSHA standards.

7. PREVAILING WAGE

Vendor's signature shall be construed as acceptance of; and willingness to comply with, all provisions of the Illinois Compiled Statutes, Chapter 820, 130/1-130/12, Employment Wages and Hours Prevailing Wage Act. All laborers, workmen and mechanics engaged in construction will be paid not less than the "Prevailing Wage."

8. FIRM PRICES

All prices shall be F.O.B. Black Hawk College, freight prepaid. Prices submitted on this document should be considered firm for a period of ninety (90) days from the due date as stated on the cover sheet of this document. Prices are to be inclusive of all fees, including but not limited to travel, fuel, vehicle fees, environmental/disposal fees, etc.

9. SELECTION CRITERIA

Proposals will be evaluated on the basis of:

- Pricing
- Conformity with specifications and requirements of the RFP
- Terms of delivery
- Quality
- Serviceability

Although pricing is an important factor, the College is not obligated to make an award solely on the basis of lowest price. Inadequacy in any area may disqualify a proposal.

The proposals will be reviewed by a committee, and a recommendation will be prepared to be considered by the Board of Trustees and voted on at its Monday, November 29, 2021 meeting. Firms that submitted proposals may seek the results of the Board's decision on Friday, November 30, 2021.

This request in no manner obligates Black Hawk College to the eventual purchase of any services described, implied or which may be proposed unless confirmed by agreement award. Black Hawk College reserves the right to accept or reject any or all proposals and waive any irregularities. The College reserves the right to request additional information or clarification on

any matter included in the proposal. Upon selection of the Vendor, Black Hawk College and the Vendor will enter into an appropriate contract setting forth the terms and conditions of the parties' rights and obligations. Such contract will substantially follow the terms set forth herein except that Black Hawk College reserves the right to make changes.

The College will not pay for any information requested nor is it liable for costs incurred by the Vendor in responding to this request. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired. All costs incurred by Vendors associated with the preparation, submission, presentation and demonstration of proposals and attendance at meetings and presentations, including but not limited to, costs related to transportation, meals, lodging and other related expenses, will be the sole responsibility of the Vendor and will not, under any circumstances, be reimbursed by BHC.

10. ACKNOWLEDGEMENTS OF ADDENDA

Signature of company official on original document shall be construed as acknowledgment of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

11. DAMAGES AND NEGLIGENCE

The Vendor shall protect, indemnify and hold harmless Black Hawk College, its employees and Black Hawk College Board of Trustees against any liability 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 occurring in connection with or in any incident to or arising out of occupancy, use, service, operations, or performance of Work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Vendor.

12. INSURANCE

Prior to beginning any Work at any Black Hawk College location, facility, or property, the Vendor shall furnish a Certificate of Insurance evidencing the existence of the following coverages:

- A. Commercial General Liability
 - 1. General Aggregate Limit - \$2,000,000
 - 2. Products – Completed Operations Aggregate Limit - \$2,000,000
 - 3. Personal and Advertising Injury Limit - \$2,000,000
 - 4. Each Occurrence Limit - \$1,000,000
- B. Automobile Liability
 - 1. Each Accident - \$1,000,000.
- C. Workers Compensation - Statutory
- D. Employers Liability
 - 1. Bodily Injury By Accident - \$500,000 each accident
 - 2. Bodily Injury By Disease - \$500,000 each employee
 - 3. Bodily Injury By Disease - \$500,000 policy limit

Black Hawk College, its employees and Black Hawk College Board of Trustees shall be named as Additional Insureds with respect to Commercial General and Automobile Liability Coverages. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation. The Vendor's insurance carrier shall waive subrogation; such stipulation shall be indicated on the Certificate of Insurance.

Vendors needing access to College computer systems shall provide a Certificate of Cyber

Liability Insurance with limits of at least \$5,000,000 including coverage for credit monitoring services post breach, with Black Hawk College, its employees, and Black Hawk College Board of Trustees named as Additional Insureds. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation.

13. ASSIGNMENT

Vendor shall not assign any contract with the College without the prior written consent of Black Hawk College. Assignment shall in no way relieve the Vendor of any of its obligations.

14. SUPERVISION OF WORK

The Vendor or a thoroughly competent superintendent shall report directly to John Meineke, Director of Marketing and Public Relations, meinekej@bhc.edu, (309)-796-5053 or his representative for all aspects of the contract Work compliance with respect to the specifications.

15. INSPECTION

The College shall reserve the right to make final inspection, and finding the goods and services (the "Work") to be in full compliance with all requirements set forth, will accept the Work. The Vendor shall maintain all parts of the Work at his own expense until final acceptance of the entire Work by the College. If any defects or omissions in the Work are hidden or concealed at the time of acceptance but become apparent within one year after the final acceptance of the Work, the Vendor shall immediately correct and make good the same upon notice by the College, and if the Vendor fails, refuses or neglects to do so, the College may correct and make good the same and the Vendor hereby agrees to pay on demand the cost and expense of doing such Work.

16. PUBLIC DISCLOSURE

As Black Hawk College is a nonprofit, publicly funded institution, any document submitted in response to this solicitation will not be returned, will become part of the public record, and is subject to the Freedom of Information Act (FOIA) law. As such, proposals may be released to third parties without prior notice to Vendor as required to comply with legal requirements.

17. RELATIONSHIP OF PARTIES

The parties intend that an independent relationship between the College and the Vendor will be created by this agreement. Vendor is not to be considered an agent or employee of College for any purpose and the Vendor is not entitled to any of the benefits that College provides for College's employees. It is understood that College does not agree to use Vendor exclusively. It is further understood that Vendor is free to contract with other businesses while under agreement with College.

18. DCEO REQUIREMENTS

Any Vendor who is awarded a contract that is paid for with restricted funds (such as grant funds) shall allow the grantor of the funds access to records associated with awarded contract.

19. WARRANTY

Vendor shall warrant that its goods and services shall be provided in a good and workmanlike manner.

20. DRUG-FREE WORKPLACE

Any Vendor, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (Chapter 30 ICLS 580) that it shall provide a drug-free workplace for all employees engaged in the performance of work under any awarded contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of the contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

INSTRUCTIONS TO VENDORS

1. Please submit the proposal consisting of the fifteen (15) items stated, starting on Page 5, as well as Attachments B, C, and E, via e-mail to melegm@bhc.edu. Please state on the subject line of the e-mail "Media Buying Services, District Wide, RFP 01-22".
2. Proposals submitted via fax will not be accepted.
3. Read and comply as applicable with the Standard Terms and Conditions (Attachment A).
4. Please complete the Intent to Respond Form (Attachment D) by Thursday, September 23, 2021, and send to Mike Meleg as directed on the form.
5. No taxes are to be included in any proposal or proposal price. Generally, states and political subdivisions are exempt from Federal taxes, such as excise and transportation. To the extent any sales, import or other taxes apply they are to be invoiced as a separate item.
6. Firms are urged to compute all discounts for prompt payment into the proposal prices, with terms of payment to be Net 30 days. Such proposals may receive preference. If a cash discount is proposed and accepted, it will be considered earned if paid within 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
7. Trade discounts, when quoted, should be reduced to a single percentage.
8. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
9. It is the Firm's responsibility to correctly mark and e-mail the Proposal to the Purchasing Office by the specified date and time for opening. **NO EXTENSIONS WILL BE GRANTED.**
10. The College will not reimburse the Firms for any work associated with the submission of this proposal.
11. The College will evaluate all proposals and anticipates awarding a contract no earlier than Tuesday, November 30, 2021. The College reserves the right to accept and/or reject any or all proposals or parts thereof.

TERMS AND CONDITIONS (Attachment A)

1. **Acceptance and Rejection:** Black Hawk College reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
2. **Time for Consideration:** Additional consideration may be given to bids allowing not less than 30 days for review and acceptance.
3. **Resale Price Maintenance:** Black Hawk College opposes resale price maintenance in public bidding, and bid prices based on this or other anticompetitive practice will be subject to appropriate remedies.
4. **Non-Discrimination and Affirmative Action:** The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental, or physical disability with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of this clause or any applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the State unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable affirmative action programs have terminated and that a recurrence of such acts is unlikely.
5. **Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for state contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal, the definition of sexual harassment under state law, a description of sexual harassment (utilizing examples), the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission including directions on how to contact the Department and Commission and the applicability of protection against as provided by the Human Rights Act.
6. **Specifications:** Any deviation from the specification set forth must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefor. Deviations should be explained in detail.
7. **Manufacturer's Names:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with Black Hawk College.
8. **Information and Descriptive Literature:** Bidders are to furnish all information requested and in the spaces provided on the bid invitation form. Further, as may be specified elsewhere, each bidder must submit with his bid cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection.
9. **Condition and Packaging:** Unless otherwise defined in the bid invitation or submission, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
10. **Safety Standards:** Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State or local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local, and federal requirements relating to clear air and water pollution.
11. **Samples:** Samples may be requested as a part of the solicitation or after the opening of bids. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at bidder's expense. Bidder's request for return of samples must be made not later than the date on which they are furnished. Bidder shall label each sample individually with bidder's name and item number.
12. **Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in his letter the specific regulation which requires such alterations. Black Hawk College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
13. **Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of the using Agency, including shipping and billing instructions; the using Agency is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval of Black Hawk College Purchasing Agent.
14. **Performance and Default:** Black Hawk College reserves the right to require performance bond from successful bidder. Otherwise, in case of default on part of the contractor Black Hawk College may procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. The accepted remedies of force majeure will be considered in assessing any contractor default.
15. **Patents:** The contractor agrees to hold and save Black Hawk College, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost, or judgment for patent infringements arising out of purchase or use of equipment, materials, supplies, or services covered by this contract.
16. **Reserved:** (Reserved for including any additional Standard Provisions that may be required.)
17. **Singular - Plural:** Words in the singular number include the plural and these in the plural include the singular, unless the context directs otherwise.
18. **Advertising:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial promotion or advertising without prior approval of Black Hawk College Purchasing Agent.

EXECUTION OF PROPOSAL
(Attachment B)

MEDIA BUYING SERVICES, DISTRICT WIDE, RFP 01-22
Black Hawk College
6600 34th Avenue
Moline, IL 61265

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within ninety (90) days of October 14, 2021, to provide the specified items and/or services or Work as described in the specifications and instructions for the sum in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached hereto.

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

SIGNED (IN INK) _____

PRINTED NAME _____ DATE _____

TITLE _____

TELEPHONE NUMBER _____ FAX NUMBER _____

ACCEPTANCE OF PROPOSAL

Your proposal is accepted as indicated on this copy.

Date: _____ By: _____

Director of Purchasing and Auxiliary Services, Black Hawk College

VENDOR CERTIFICATION
720 ILCS 5/ ARTICLE 33E
(Attachment C)

Under penalty of perjury, the undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 or Section 33E-4 of the Illinois Compiled Statutes 720 ILCS 5/Article 33E, and that this offer has not been arrived at collusively in violation of any law.

Company Name _____

By * _____

Address _____

City/State/ZIP _____

* Must be actual signature in ink of a representative of Vendor authorized to legally commit the Vendor.

Additional Criminal Offenses concerning "Interference with Public Contracting" stated in the Statues include, but are not limited to the following:

- Section 33E-3 Bid-rigging: A person commits a Class 3 felony who colludes with another person(s) with the intent that the bid(s) submitted shall result in the award of a contract to a particular person.
- Section 33E-4 Bid rotating: A person commits a Class 2 felony who colludes with another person(s) with the intent that the bid(s) submitted shall result in a pattern over time of bid awards being rotated or distributed among those persons.
- Section 33E-6 (d) Interference with contract submission and award by public official: A person commits a Class A misdemeanor who receives a communication(s) from a public official outside of the formal bid process (e.g., the bid document(s), the pre-bid meeting, etc.) concerning the specifications or contractors in a sheltered market, and that information is not made generally available to the public, and as a result reasonably believes the award of the bid is likely influenced, or the information specifies that the bid will be accepted only if specified individuals are included as subcontractors, and the person fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located.
- Section 33E-7 Kickbacks: A person commits a Class 3 felony that provides, attempts to provide, or offers to provide, any kickback. A person commits a Class 3 felony that solicits, accepts, or attempts to accept any kickback. A person commits a Class 3 felony that includes the amount of any kickback in the bid price. A person commits a Class 4 felony that fails to report any kickback offer or solicitation to law enforcement officials.
- Section 33E-8 Bribery of inspector: A person commits a Class 4 felony that offers anything to an inspector with the intent of receiving wrongful certification or approval of the work. A person commits a Class 3 felony that accepts such bribe. A person commits a Class 3 felony that fails to report a bribe offer.
- Section 33E-11: A person commits a Class 3 felony that bids despite being barred from bidding due to a violation of Section 33E-3 or Section 33E-4
- Section 33E-14 False Statements: A person commits a Class 3 felony that makes false statements for the purpose of influencing the action of the unit of government in considering a Vendor application.
- Section 33E-18 Stringing of bids: A person commits a Class 3 felony that knowingly structures, attempts to structure, or assists in structuring a contract to evade the bidding process.



**INTENT TO RESPOND FORM
(Attachment D)**

Due September 23, 2021

- We **shall** submit a Request for Proposal for:
- We **shall NOT** submit a Request for Proposal for:
(Please check one)

MEDIA BUYING SERVICES, DISTRICT WIDE, RFP 01-22

Contact Person: _____

Title: _____

Company Name: _____

Street Address: _____

City, State and Zip: _____

Telephone: _____

E-Mail Address: _____

Signature: _____

Date: _____

Firms who do not submit this INTENT TO RESPOND form by Thursday, September 23, 2021 may be removed from our Vendor list for these services. Please e-mail this form to:

**Mike Meleg
Director of Purchasing and Auxiliary Services
Black Hawk College
6600 34th Avenue
Moline, IL 61265**

**Phone: (309) 796.5002
Fax: (309) 796.5429
Email: melegm@bhc.edu**

STATE OF ILLINOIS
Business Enterprise for Minorities, Females, and Persons with Disabilities Act
Information
(Attachment E)

The College recognizes the importance of increasing the participation of businesses owned by minorities, females and persons with disabilities in public contracts. It is the policy of the College to promote the economic development of disadvantaged business enterprises by setting aspirational goals to award contracts to businesses owned by minorities, females, and persons with disabilities for certain services, to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575/0.01 et seq. and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities ("Council") which serves to implement, monitor and enforce the goals of the Act.

Vendor shall provide the following information on the MBE status of its business so that the College can comply with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Your Company Name: _____

Diverse Business (information about the business owner(s) only)

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

Small Business

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

Certifying Organization

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

For more information please visit:

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

FOR YOUR CONVENIENCE, THE FOLLOWING CHECKLIST WILL ASSIST YOU IN SUCCESSFULLY SUBMITTING A COMPLETE PROPOSAL

1. Did you e-mail all questions to melegm@bhc.edu before the 5:00 pm September 23 deadline?
2. Did you e-mail the Intent to Respond Form, Attachment D to melegm@bhc.edu before the September 23 deadline?
3. Did you submit the proposal by 2:00 pm on Thursday, October 14, consisting of the fifteen (15) items stated on Page 5, as well as Attachments B, C, and E, via e-mail to melegm@bhc.edu, stating on the subject line of the e-mail "Media Buying Services, District Wide, RFP 01-22"?
4. Did you read and do you agree to all Terms and Conditions, including Attachment A, in this proposal?