REQUEST FOR PROPOSAL (RFP)
MEDIA BUYING SERVICES, DISTRICT WIDE
RFP 05-13

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, September 20, 2012, in the Purchasing Office at Black Hawk College Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor, Room 282, then opened publicly, read aloud and recorded immediately thereafter when possible, in the Black Hawk Room located in Building One, Second Floor, Room 255 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.

GENERAL
Proposals are subject to the attached Standard Terms and Conditions.

USING DEPARTMENT
Marketing
TIME TABLE

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 12, 2012</td>
<td>Mailing of Request for Proposal RFP 05-13</td>
</tr>
<tr>
<td>September 17, 2012</td>
<td>Notice of Intent to Bid (Attachment E) form due</td>
</tr>
<tr>
<td>September 20, 2012</td>
<td>Proposals due at 2:00 p.m. in the Purchasing Office</td>
</tr>
<tr>
<td>October 18, 2012</td>
<td>Anticipated Board of Trustees Approval</td>
</tr>
<tr>
<td>October 19, 2012</td>
<td>Anticipated Award Date</td>
</tr>
</tbody>
</table>

NOTICE OF INTENT TO BID

Vendors are requested to submit the “Notice of Intent to Bid” form, Attachment E, via e-mail to Mike Meleg at the e-mail address given on Page 1, by September 17, 2012.

PURPOSE

Black Hawk College (BHC) desires to enter into a two-year agreement with an Agency that will perform Media Buying Services for the College. The Agency’s responsibilities shall include media planning, targeting media to reach specified audiences, media purchasing, electronic distribution of commercials to designated commissionable media, keeping buys within budget limitations, approving vendor invoices, direct payment of vendor invoices to vendors and submitting Agency invoices with copies of vendor invoices to the College in a timely manner. The College desires the agreement to have an option for the College to renew for two (2) additional one-year terms, and the agreement can be cancelled by either party with a 30 day written cancelation. The College, however, will not guarantee any volume of business.

MEDIA BUYING SERVICES EXPECTATIONS

Black Hawk College will provide all creative materials along with campaign direction.

The contracted media buyer must be available to meet in person with BHC when given a one-day notice and/or be available by phone, depending on what the situation warrants.

All planned media buys are to be kept confidential. The Agency must not release any information about any campaign at any time without prior approval by BHC.

Compensation for this contract will be commissioned-based paid by each media outlet. BHC will not be responsible for payment of fees for media buying services and this solicitation does not apply to non-commission paying media organizations.

All proposed media schedules (and media buys) must be approved by BHC before being placed.

The 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.
SCOPE OF WORK

Scope of Work shall include, but shall not necessarily be limited to:

A. Media planning, execution and evaluation:
   a. Working with Black Hawk College Marketing Dept to identify criteria for upcoming campaigns including target markets (audiences) budget, reach, frequency goals, etc.
   b. Developing local and regional competitor media buy analysis as needed.
   c. Providing and presenting a comprehensive media plan that includes strategic media analysis and recommendations for each campaign.
   d. Meeting at least quarterly to update BHC Marketing on changes, new media opportunities, review results/performance of previous campaigns, etc.

B. Implement Media Buys
   a. Generating media buy estimates for client review.
   b. Contacting radio, television or cable for available air times. Presenting proposed schedules to client.
   c. Negotiating with each media organization for potential buys.
   d. Placing media buys with media organizations, once they are approved.

C. Monitor and Verify Invoices
   a. Reviewing and verifying all invoices sent to the Agency for review but billed to BHC.
   b. Working directly with media vendors to correct any errors in billing.
   c. Reviewing the efficacy of the buy on a monthly basis and negotiating placement adjustments.
   d. Working with media directly to handle make-goods.
   e. There will be no payment in advance; BHC’s payment terms are net 30.
PROPOSAL, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Vendor Information:

A. State the Agency’s name, address, telephone number, fax number, legal status of entity (ownership) and the year the entity was established as it now substantially exists.
B. Provide the federal employer tax identification number.
C. Name of Agency’s contact person, address, telephone and fax number and email address.
D. Provide an overview of the Agency’s organization, principal areas of practice and capacity to perform the services outlined.
E. Provide an overview of the Agency’s media buying and planning philosophy. Describe the type of relationship the Agency maintains with media organizations and the Agency’s clients. For example, do all communications flow through the Agency or do all parties interact?

Qualifications Information:

1. State the number of years of experience the Agency has in buying/planning media in the Quad-Cities DMA.
2. State the number of years of experience the media buyer/planner has in buying/planning media in the Quad-Cities DMA.
3. List the experience and role of staff members who will work on the Black Hawk College account including titles, roles and responsibilities. Include resumes of their relevant media planning and buying experience in the Quad-Cities market.
4. List established and current relationships with media salespeople in the Quad-Cities DMA.
5. List five (5) clients the Agency has provided media planning and buying services for within the last three (3) years (three of those must be current clients) and a brief description of the services performed.
6. Provide three (3) current media vendor references in the Quad-Cities market.
7. Discuss the Agency’s competency in obtaining value-added benefits for Black Hawk College.
8. Discuss how the Agency recommends media buying services, based on the College’s desired outcome and target audience.
9. Discuss the Agency’s ability to provide demographic ratings, impressions, reach and frequency for each advertising campaign.
10. Provide examples on how the media buyer/planner presents proposed schedules for media buys, which shall 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.
11. Provide a letter from the Agency’s bank, demonstrating the Agency’s financial strength.
12. Black Hawk College requires the Agency to bill and invoice in a timely manner; state the Agency’s billing and invoicing procedures.
13. State the media buying and planning software utilized by the Agency.
14. Provide documentation of the Agency’s ability to provide both Arbitron and Nielsen ratings.
15. Provide any costs/hourly fees associated with any media planning and buying services not compensated by the Agency commission.
16. Provide fee and rate structure for any services other than media planning and buying (e.g. creative, editing, videography, etc.).
17. Describe current or previous experience working with institutions of higher education. Include institution name(s), contact information, services provided, and years of the relationship.
18. Agencies are invited to include additional information not requested above, if believed to be useful and applicable to this Request for Proposal.
SELECTION PROCESS

The Selection Committee will make any necessary reference checks to determine the ability of the Agency to fulfill proposal requirements. The Agency shall furnish additional information as may be requested and shall be prepared to show examples of projects it has completed with other customers that are similar to the College’s needs. Black Hawk College at its sole discretion, reserves the rights to accept or reject any or all proposals, or a portion of, all of, or none of any parts thereof, for any or no reason and with no penalty to BHC. Further, the College may appoint any number of Agencies that best meet the requirements of this RFP and are most advantageous to the College, may accept a proposal other than the lowest cost proposal, and reserves the right to reject any proposal if it is determined that the Agency is not properly qualified to carry out the obligation of any resultant appointment. Further, BHC reserves the right, for any or no reason, and at its sole and absolute discretion, to:

A. Amend, in whole or part, withdraw or cancel this Request for Proposal
B. Waive technicalities and informalities in the selection process
C. Negotiate the terms and conditions of an agreement with the selected Agency(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of an Agency nor the negotiation of the agreement with such Agency shall constitute BHC’s acceptance of the proposal or a binding commitment on behalf of BHC to enter into an agreement with such Agency, as any binding arrangement must be set forth in an agreement signed by both parties and is subject to all requisite approvals.

All materials submitted in response to this Request for Proposal will become the property of BHC. Any restrictions on the use of data contained within your submission must be clearly stated in the submission itself. Black Hawk College cannot ensure that all information submitted will be kept confidential and suggests that any proprietary information be clearly marked or otherwise protected by the Vendor. Black Hawk College may be required by the Freedom of Information Act (FOIA) to disclose information about this RFP.

SELECTION CRITERIA

Criteria to be considered by the Selection Committee include, but are not limited to:

A. The Vendor’s responses to the Proposal Requirements
B. Reference checks
C. Past experience with the Vendor
E. Demonstrated background and experience of the firm in compliance with the stated requirements and qualifications.
F. Demonstrated experience buying and planning media with institutions of higher education.
G. Accessibility and expertise of the proposed assigned personnel.
H. Fees/Rate structure.
I. Relevant experience of primary staff.
J. The ability, capacity and skills of the vendor to perform the contract or provide the service required.
K. The character, integrity, reputation, judgment, experience of the vendor.
L. The quality of performance of previous contracts or service.
M. The previous and existing compliance by the vendor with the laws relating to contract and services.
N. Such other information as may be secured having a bearing on the decision to award the contract.
INSTRUCTIONS TO VENDORS

1. GENERAL

Sealed proposals addressed to Mike Meleg, Purchasing, 6600-34th Avenue, Moline, Illinois, 61265 and marked with proposal RFP 05-13 are due no later than 2:00 p.m. local time on Thursday, September 20, 2012. Unsigned or late bids will not be considered.

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 job tickets pending 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. Vendors 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 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 are to be F.O.B. Black Hawk College, Moline, Illinois, 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.

9. EVALUATION, ACCEPTANCE, NEGOTIATIONS, AND AWARD

Black Hawk College reserves the right to negotiate with any Vendor considered qualified or to make an award without further discussions. The College highly recommends that a Vendor’s initial proposal reflect Vendor’s terms most favorable to the College. Financial as well as other factors will be considered in the evaluation. Proposals from the Vendor should be submitted to Black Hawk College in the most favorable terms possible from the standpoint of cost. Although cost is an important factor, the College is not obligated to award the contract solely on the basis of lowest cost and reserves the right to use other subjective criteria and will make the award as best suits the interests of the College. Perceived inadequacy in any area may disqualify a proposal.

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.

13. ASSIGNMENT

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

14. PUBLIC DISCLOSURE

As Black Hawk College is a nonprofit, publicly funded institution, any document submitted in response to this solicitation will become part of the public record and subject to the Freedom of Information Act (FOIA) law.
INSTRUCTIONS TO VENDORS

1. Please submit three (3) proposals (one original typewritten or printed in ink, and two copies) in a sealed package addressed and clearly marked as follows:

   Purchasing RFP 05-13
   Black Hawk College
   6600 34th Avenue
   Moline, IL  61265

2. Proposals submitted via fax or E-mail will not be accepted.

3. Read and comply as applicable with the Standard Terms and Conditions (Attachment B).

4. Two completed original copies of the Execution of Proposal (Attachment C) Form (typewritten or printed and signed in ink) must be submitted with your proposal package.

5. One completed original copy of the Vendor Certification Form (Attachment D) must be submitted with your proposal package.

6. If you will not be responding to this Request for Proposal, please fill out the Courtesy “Notice of Intent to Bid” Form (Attachment E) and sent to Mike Meleg as directed on the form.

7. One completed original copy of the Guidelines for Contractor and Vendor Disposal of Waste Form (Attachment F) must be submitted with your proposal package.

8. 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.

9. Bidders 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.

10. Trade discounts, when quoted, should be reduced to a single percentage.

11. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.

12. It is the Vendor’s responsibility to have the proposal correctly marked and in the Purchasing Office by the specified date and time for opening. NO EXTENSIONS WILL BE GRANTED.

13. The College will not reimburse the Vendors for any work associated with the submission of this proposal.

14. The College will evaluate all proposals and intends to award a contract on Friday, October 19, 2012. The College reserves the right to accept and/or reject any or all proposals or parts thereof.
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 C)

IMPORTANT: PLEASE BE SURE YOUR ENVELOPE IS ADDRESSED AND MARKED:

Purchasing RFP 05-13  
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 September 20, 2012, 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: ________________________________

Purchasing Manager  
Black Hawk College

Page 11 of 14
Our Core Values: Appreciation of Diversity, Caring and Compassion, Fairness, Honesty, Integrity, Respect and Responsibility
VENDOR CERTIFICATION
720 ILCS 5/ ARTICLE 33E
(Attachment D)

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 Statutes 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.
NOTICE OF INTENT TO BID FORM
(Attachment E)

Due September 17, 2012

☐ 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 05-13

Contact Person: ________________________________________________________________

Title: ________________________________________________________________________

Company Name: __________________________________________________________________

Street Address: __________________________________________________________________

City, State and Zip: __________________________________________________________________

Telephone: ______________________________________________________________________

E-Mail Address: ___________________________________________________________________

Signature: _______________________________________________________________________

Date: __________________________________________________________________________

Vendors who do not submit this NOTICE OF INTENT TO BID form by Thursday, September 6, 2012 may be removed from our Vendor list for these services. Please e-mail or fax this form to:

Mike Meleg
Purchasing Manager
Black Hawk College
6600 34th Avenue
Moline, IL  61265

Phone: (309) 796.5002
Fax:  (309) 796.0838
Email: melegm@bhc.edu
FOR YOUR CONVENIENCE, THE FOLLOWING CHECKLIST WILL ASSIST YOU IN SUCCESSFULLY SUBMITTING A COMPLETE PROPOSAL

1. Did you include THREE (3) hard copies of your proposal (one original and two (2) copies)?
   YES  NO

2. Did you read and do you agree to all terms and conditions, including Attachment B, in this proposal?
   YES  NO

3. Did you complete and include two (2) completed original copies of the Execution of Proposal, Attachment C?
   YES  NO

4. Did you complete and include the Vendors Certification, Attachment D?
   YES  NO

5. Did you submit the Notice of Intent to Bid Form, Attachment E, by September 17, 2012?
   YES  NO