COLLEGE OF DuPAGE  
REGULAR BOARD MEETING  
BOARD APPROVAL

1. **SUBJECT**

Radio and Digital Advertising Media Planning & Buying

2. **REASON FOR CONSIDERATION**

Contracts exceeding the statutory limit of $25,000 must be approved by the Board of Trustees.

3. **BACKGROUND INFORMATION**

This purchase is necessary to support the College’s student recruiting efforts. The Marketing department utilizes various media to reach both—traditional-age and adult prospective students including but not limited to: radio (broadcast and streaming), paid social media, search engine, video (YouTube and Hulu) online retargeting, and geofence advertising.

We utilize an agency to obtain the best pricing for our radio purchase and provide niche expertise and consulting regarding these diverse data driven advertising tools. Agencies can leverage their entire book of business to obtain significant cost savings that we would not be able to achieve on our own with our limited annual buy.

A legal notice for a Request for Proposal (RFP # 2019-R0023) was published on May 6, 2019, in the Daily Herald; the RFP was also posted on the College of DuPage Purchasing website, and distributed to in-district Chambers of Commerce and to the College of DuPage Center for Entrepreneurship. Seventy-six (76) vendors were directly solicited. Fifteen (15) vendors downloaded the RFP documents. A pre-proposal meeting was held on May 14, 2019 at 10:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). A public opening was held on May 28, 2019, at 2:00 p.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following individuals attended: Susan Castellanos (COD Buyer/Facilitator), Anne Marie Dando (COD Purchasing Assistant/Recorder), David Virgilio (COD Interim Controller, /Agent of the Board), and Laurie Jorgensen (COD Director, Marketing & Creative Services). Nine (9) proposals were received. Three (3) women/minority-owned businesses submitted a proposal.

An evaluation committee consisting of the following five (5) employees assessed the submitted proposals.

- Laurie Jorgenson, Director, Market & Creative Services
- Wendy Parks, Senior Director, PR, Communication, Marketing
- Lou Demas, Coordinator, Web Design
- Jim Vosicky, Coordinator, Publications, Marketing & Creative Services
- Jade Beaver, Digital Marketing Specialist
The proposal response, an in-depth product demonstration, and responses from references were evaluated by each member based upon criteria set forth in the RFP; the scoring matrix below reflects the averages of all individual scores on a 5-point scale:

<table>
<thead>
<tr>
<th>Radio &amp; Digital Advertising Media Planning &amp; Buying</th>
<th>Evaluation Criteria Categories</th>
<th>20% weight</th>
<th>30% weight</th>
<th>30% weight</th>
<th>20% weight</th>
<th>Total is 100% weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-R0023 Firm Name</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market Partnerships Int’l MPI</td>
<td></td>
<td>3.2</td>
<td>0.64</td>
<td>2.6</td>
<td>0.78</td>
<td>10.40</td>
</tr>
<tr>
<td>*e-Biz Universe, Inc.</td>
<td></td>
<td>3.2</td>
<td>0.64</td>
<td>2.2</td>
<td>0.66</td>
<td>9.40</td>
</tr>
<tr>
<td>*Vision Point Media, Inc.</td>
<td></td>
<td>3.2</td>
<td>0.64</td>
<td>4.8</td>
<td>1.44</td>
<td>18.00</td>
</tr>
<tr>
<td>Advance_360</td>
<td></td>
<td>4.2</td>
<td>0.84</td>
<td>3.6</td>
<td>1.08</td>
<td>14.40</td>
</tr>
<tr>
<td>*Central States Media (CSM)</td>
<td></td>
<td>1.6</td>
<td>0.32</td>
<td>1.8</td>
<td>0.54</td>
<td>8.20</td>
</tr>
<tr>
<td>MARCH Marketing, LLC</td>
<td></td>
<td>3.4</td>
<td>0.68</td>
<td>3</td>
<td>0.90</td>
<td>12.40</td>
</tr>
<tr>
<td>MNI Targeted Mecia</td>
<td></td>
<td>1.4</td>
<td>0.28</td>
<td>1.6</td>
<td>0.48</td>
<td>7.00</td>
</tr>
<tr>
<td>KW2</td>
<td></td>
<td>2.6</td>
<td>0.52</td>
<td>3</td>
<td>0.90</td>
<td>12.00</td>
</tr>
<tr>
<td>Zehnder Communications, Inc.</td>
<td></td>
<td>3.8</td>
<td>0.76</td>
<td>3.4</td>
<td>1.02</td>
<td>14.00</td>
</tr>
</tbody>
</table>

*Woman/Minority Owned Business
Three top scoring finalists were asked to make a presentation to the evaluation committee. The scoring matrix below reflects the averages of the finalist scores, after the presentations, on a 5-point scale:

<table>
<thead>
<tr>
<th>Evaluation Criteria Categories</th>
<th>Evaluation Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing Matrix</td>
<td></td>
</tr>
<tr>
<td>Agency Qualifications</td>
<td></td>
</tr>
<tr>
<td>Quality of Creative</td>
<td></td>
</tr>
<tr>
<td>Ability to Meet General</td>
<td></td>
</tr>
<tr>
<td>Requirements</td>
<td></td>
</tr>
<tr>
<td>Score 1-5 Weighted Score</td>
<td>Total Score 1-25</td>
</tr>
<tr>
<td>Total Weighted Rank</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2019-R0023 Firm Name</th>
<th>20% weight</th>
<th>30% weight</th>
<th>30% weight</th>
<th>20% weight</th>
<th>Total is 100% weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Vision Point Media, Inc.</td>
<td>3.4</td>
<td>0.68</td>
<td>4.8</td>
<td>1.44</td>
<td>18.20</td>
</tr>
<tr>
<td>Advance_360</td>
<td>4.2</td>
<td>0.84</td>
<td>3.4</td>
<td>1.02</td>
<td>13.80</td>
</tr>
<tr>
<td>Zehnder Communications, Inc.</td>
<td>3.8</td>
<td>0.76</td>
<td>3.2</td>
<td>0.96</td>
<td>13.20</td>
</tr>
</tbody>
</table>

*Woman/Minority Owned Business
Winner selected on highest WEIGHTED score.

Notes regarding the attributes of VisionPoint Marketing that stood out to the evaluation committee:

18 years expertise and focus in higher education, specifically extensive experience working with community colleges. Vision Point (VP) demonstrated extensive and repeated results assisting community colleges reach their enrollment goals. They operate every day in our world and understand the challenges we face.

Detailed research and recommendations based on data. VP plans to spend time on campus getting to know us and what we want to achieve, as well as delving into our marketing data to provide us with a plan based on solid data and targeted messaging. After establishing the plan, they will monitor the response data and make adjustments as necessary on an ongoing basis.

Strategy that is focused on results. VP’s shared with the committee campaigns they created for other community colleges that demonstrated their process, their strategy and
the creative messaging. They also shared the results of those campaigns which established a track record of successfully meeting their clients’ goals.

**Creative that not only wins awards** (20 awards for their community college work within the last six months), but is effective, working to meet clients goals.

**Approach that truly blends data and creative for maximum effectiveness.** VP utilizes a process that uses analytics, SWOT analysis, interviews with staff, campaign data and audience profiles and personas to develop creative and build marketing plans that will help us increase our enrollment.

**Detailed reporting and access to campaign data 24/7/365.** VP will create a client dashboard for us that will allow us to monitor our campaigns, along with VP, to see in real time how our campaign is performing and make adjustments as needed. In addition to campaign reporting, billing reporting that is clear and understandable. We will have weekly meetings with VP and more extensive monthly meetings to go over results and future plans.

**Local representation.** While VP is based in North Carolina, the Marketing Strategist assigned to our account is **based in Chicago.** While in an era of virtual communication it is not necessary for our agency to be local, it is a plus that the Strategist is local to better understand our community.

The total expense request is in two parts, the media cost ($400,000), which is an expense that is paid on the College’s behalf, through the agency, to the media owner. The media owner may be a radio station, Google, Hulu or other services, with which we place our advertising. The second part is the agency fee ($300,000), which includes fees for media buying, research, consulting, creative, reporting and management.

Expenses may vary year to year. Therefore, each year, Marketing will present the Board of Trustees with planned expenses for the following fiscal year for approval.

**Budget Status**

<table>
<thead>
<tr>
<th>GL Account</th>
<th>FY2019 YTD Spend</th>
<th>FY2020 - Proposed</th>
<th>FY2020 Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-90-00825-5407001</td>
<td>$981,300</td>
<td>$983,500</td>
<td>$983,500</td>
</tr>
<tr>
<td><em>Marketing &amp; Creative Services: Advertising Expense</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FY2020 Request</strong></td>
<td><strong>$700,000</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*FY2020 Budget not yet adopted. YTD Spend as of 06/04/2019*

This contract supports Goal #2 of the Strategic Long Term Plan: Value-Added Education: Going beyond the standard expectations and providing something more to the students and communities we serve—Growing Enrollment.
This purchase complies with State Statute, Board Policy and Administrative Procedures.

4. RECOMMENDATION

That the Board approves a two year contract with the option of renewing for up to three additional years (maximum total of five years) with VisionPoint Marketing, Inc., 3210 Fairhill Drive, Suite 150, Raleigh, NC 27612 for the total amount of $700,000 for the first year.

Staff Contact: Laurie Jorgensen, Director, Marketing & Creative Services
BOARD APPROVAL

SIGNATURE PAGE FOR

Radio and Digital Advertising Media Planning & Buying

ITEM(S) ON REQUEST

That the Board approves a two year contract with the option of renewing for up to three additional years (maximum total of five years) from VisionPoint Marketing, Inc. 3210 Fairhill Drive, Suite 150, Raleigh, NC 27612 for the total amount of $700,000 for the first year.

[Signatures and dates]

BOARD CHAIR

DATE

BOARD SECRETARY

DATE
2019-R0023 RADIO AND DIGITAL ADVERTISING MEDIA PLANNING AND BUYING

ADDENDUM # 1

May 21, 2019

This addendum is being issued to update the specifications and provide additional information.

This information becomes part of the RFP Documents upon receipt. Please review and incorporate into your Proposal accordingly.

For which Proposals are scheduled to be received on May 28, 2019 no later than 2:00 p.m., Central Time.

Proposals will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment is required to be returned with your Proposal no later than the due date set forth for this Request for Proposal.

I. REVISIONS

Section 4.1, Tab 2: Understanding and Methodology, c. is revised to the following:

c. Provide a sample contract for review. Note: The sample contract provided in your Proposal should not be construed as College acceptance that will constitute the final contract. The College reserves the right to negotiate terms and conditions with the designated Provider.

II. Questions and Responses

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is Google preferred or certified?</td>
<td>Neither is required. The College simply would like to understand the expertise of the agencies responding.</td>
</tr>
<tr>
<td>2. Is the previous contract ending with the current encumbering agency?</td>
<td>Yes.</td>
</tr>
<tr>
<td>3. Will encumbering agency be responding?</td>
<td>Yes.</td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>4. Can you share the encumbering agency’s name?</td>
<td>Zehnder Communications.</td>
</tr>
<tr>
<td>5. Who by title is on the reviewing committee?</td>
<td>Director of Marketing and Creative services; Sr. Director of Communications and Marketing Publications, Coordinator Design Coordinator, and Digital Marketing Specialist.</td>
</tr>
<tr>
<td>6. Is the broadcast online video supplied or part of the cost created?</td>
<td>Assuming you mean the cost of creating the video ad, the production cost should be included in your creative estimate.</td>
</tr>
<tr>
<td>7. On Pg. 15 – Question #2: Are you shifting paid search and social media and creative dollars in house?</td>
<td>Yes</td>
</tr>
<tr>
<td>8. Have you used Spotify?</td>
<td>Yes</td>
</tr>
<tr>
<td>9. Are commission and fees in conjunction with media budget?</td>
<td>Yes</td>
</tr>
<tr>
<td>10. What was the value of creative work last year?</td>
<td>Between $65k and $70k</td>
</tr>
<tr>
<td>11. Can you provide the most recent cost for creative services?</td>
<td>See response 11</td>
</tr>
<tr>
<td>12. Pg 19 – Is there a Tab 5?</td>
<td>There was a typo, “Tab 6” should be labeled as “Tab 5”. “Tab 6: Business Enterprise Program” is changed to Tab 5: Business Enterprise Program</td>
</tr>
<tr>
<td>13. Your website is not mobile responsive, will that be updated?</td>
<td>It has been updated.</td>
</tr>
<tr>
<td>14. What is the expectation for analytics and testing requirements?</td>
<td>We expect at a minimum a monthly review of analytics with the agency. We would expect that the agency is making daily and weekly evaluations of media and making adjustments as needed.</td>
</tr>
<tr>
<td>15. What platforms do you use for paid social media?</td>
<td>Currently Facebook and Instagram.</td>
</tr>
<tr>
<td>16. What media has not been successful to COD?</td>
<td>Spotify.</td>
</tr>
<tr>
<td>17. Is the RFP decision board required?</td>
<td>Yes.</td>
</tr>
<tr>
<td>18. Is there a process when finalist will meet with the board?</td>
<td>Not with the Board. The evaluation committee may request a finalist meeting with one or more of the respondents.</td>
</tr>
<tr>
<td>19. What do you want included in the Geofencing $30K budget?</td>
<td>We primarily use Geofencing for program specific promotions.</td>
</tr>
<tr>
<td>20. How important is out-of-district enrollment? What is the percentage</td>
<td>We have an unwritten rule with our peers that we do not advertise out of district enrollment.</td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>of overall enrollment from out-of district? What specific areas are important for marketing purposes?</td>
<td>district if possible (it's not possible with broadcast radio).</td>
</tr>
<tr>
<td>21. Shall we use the Community College District 502 geography as the primary marketing area?</td>
<td>Yes.</td>
</tr>
<tr>
<td>22. What is the student profile (demographic, socioeconomic, academic, and behavioral) beyond being under age 25 and residing within the primary geographic area?</td>
<td>Age 2-100 all socio economic profiles. By definition we must be all things to all people. We do not have a niche or ideal student.</td>
</tr>
<tr>
<td>23. What are the specific date ranges for the fall, spring and summer enrollment periods?</td>
<td>We enroll 365 days a year. Typically, we begin promoting fall term in May, spring term in October and summer term in March. There is overlap between summer and fall terms.</td>
</tr>
<tr>
<td>24. What historically has been done with Hulu advertising?</td>
<td>We place 15 second video spots.</td>
</tr>
<tr>
<td>25. The &quot;special notes&quot; indicate, &quot;At some point during the Fiscal 2020 year the College will be transferring the management of Paid Search and Paid Social Media to our in-house staff.&quot; What does this mean for the agency relationship with respect to expected budget that the agency will handle, and for agency scope-of-work? Will the in-house team handle all placement, optimizations and reporting functions?</td>
<td>When the transition takes place, the in-house team will take responsibility for the budget, creative and management. The agency will not have responsibility for it.</td>
</tr>
<tr>
<td>26. Under &quot;Tab 2: Understanding and Methodology&quot; point c, where &quot;sample contract, policy or procedures on hires, temporary placements to an organization.&quot; We intend to send our contract, however, what additional information is needed beyond that?</td>
<td>None.</td>
</tr>
<tr>
<td>27. Under par &quot;B -Agency Qualifications,&quot; point 3 says, &quot;The successful agency should be a Certified Google Partner.&quot; We have certifications in AdWords, Google Analytics and DV360, however, we don't currently have certification in Google Tag Manager and intend to secure it ASAP. Would this status disqualify us from consideration?</td>
<td>It will not disqualify you. This is preferred, not required.</td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>28. How shall we fill out the cost grid on page 18? Line-item budgets are noted under each Service Instruction, so are we to fill in proposed agency fee/commission rate for each?</td>
<td>Yes.</td>
</tr>
<tr>
<td>29. Given the College of DuPage has an incumbent agency you’re working with, please share with us how satisfied you are with their work?</td>
<td>The College is satisfied.</td>
</tr>
<tr>
<td>30. We notice the website isn’t completely mobile responsive. This can have a large impact on how efficient media buys can be. Is there a plan to make the site truly optimized for mobile traffic?</td>
<td>It is completely responsive now.</td>
</tr>
<tr>
<td>31. Pricing grid on page 18: we will plan on providing agency fees and commission for the first fiscal year: July19-June20 Is that correct timeframe to account for?</td>
<td>Fees must be reflective of a potential contract of up to 4 years.</td>
</tr>
<tr>
<td>32. The RFP references the qualified agency must be a Certified Google Partner agency, certified in “Premier Google AdWords” and others. Is COD asking for: a) A Premier certified Google partner agency, or b) Google Paid Search certification (among the other certifications listed)</td>
<td>This is preferred, not required. Please share your level of certification.</td>
</tr>
<tr>
<td>33. Is there a current Google Analytics measurement plan, goals and events for COD media buys?</td>
<td>The College does not have a specific plan at this point.</td>
</tr>
<tr>
<td>34. Are you expecting a campaign concept from your selected agency</td>
<td>Yes</td>
</tr>
<tr>
<td>35. Do you expect to plan and manage their paid search campaigns/social media in-house?</td>
<td>Yes, at some point during FY2020.</td>
</tr>
<tr>
<td>36. Do you currently have an agency providing the requested services? If so, will that agency be submitting to the same RFP?</td>
<td>Yes to both.</td>
</tr>
<tr>
<td>37. What qualities are you looking for in your ideal partner that would be considered an improvement over your current situation?</td>
<td>We have no issues with our current partner.</td>
</tr>
<tr>
<td>38. Is the request for Premier Google Status preferred or required?</td>
<td>Preferred</td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>39. In Service Instructions #7, the RFP states, “Creative: Concepting and creative development. Provide per hour creative development rates for: strategy, design, copywriting and production. Include an estimated annual cost to provide creative for all media listed here.”</td>
<td>The concept would be exactly that creating concepts and execution is the production of the selected concept. The agency must provide a do not exceed estimate for creative expenses.</td>
</tr>
<tr>
<td>a) How does the College differentiate between budget for concept phase and execution phase?</td>
<td></td>
</tr>
<tr>
<td>b) What agency fees will be priced out in this section of the pricing matrix?</td>
<td></td>
</tr>
<tr>
<td>40. Our agency typically creates a campaign management budget before breaking out into best-fit channels for the client’s situation. Can we provide the College with budget for digital media across all channels instead of breaking out for individual channels?</td>
<td>Yes.</td>
</tr>
<tr>
<td>41. Will you provide video assets, or do you want the selected agency to storyboard and produce video content?</td>
<td>The selected agency should provide storyboard and produce video content.</td>
</tr>
<tr>
<td>42. Can you provide a budget for the cost of agency services you have used in the past?</td>
<td>See response 11</td>
</tr>
<tr>
<td>a) Can you provide a budget for the annual media spend in years past?</td>
<td></td>
</tr>
<tr>
<td>43. Will the selected agency be taking over existing campaigns and managing and reporting on them while developing the new creative in the first months of the annual project?</td>
<td>Yes.</td>
</tr>
<tr>
<td>44. Whether companies from Outside USA can apply for his? (like, from India or Canada)</td>
<td>Yes, but the tasks performed outside the USA should be identified and staff must be available for meetings during business hours in the Central US Time zone</td>
</tr>
<tr>
<td>45. Whether we need to come over there for meetings?</td>
<td>Yes, two onsite meetings per year.</td>
</tr>
<tr>
<td>46. Can we perform the tasks (related to RFP) outside USA?</td>
<td>Yes, but the tasks performed outside the USA should be identified and staff must be available for meetings during business hours in the Central US Time zone.</td>
</tr>
<tr>
<td>47. Can we submit the proposals via email?</td>
<td>No</td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>48. In terms of the insurance requirements, are you looking for a certificate of insurance upon submission of our response to the RFP?</td>
<td>Yes.</td>
</tr>
<tr>
<td>49. The RFP references monthly meetings, and also notes that the chosen agency should plan to meet on campus at least twice per year. Should we assume that the monthly meetings can be in person or over the phone?</td>
<td>Yes.</td>
</tr>
<tr>
<td>50. In the submission requirements, Tabs 1 through 4 and Tab 6 are listed. Was a Tab 5 omitted or missing?</td>
<td>There was a typo, “Tab 6” should be labeled as “Tab 5”.</td>
</tr>
<tr>
<td>51. In section B12, the RFP requests 3 to 5 references, and references are also requested under Tab 4. How many total references need to be provided? Should we list them under both sections? Or just one of the two sections?</td>
<td>Provide 3 to 5 references under Tab 4. Clients from the higher education segment are preferred.</td>
</tr>
<tr>
<td>52. How many agencies have been invited to participate in this RFP?</td>
<td>This is an open solicitation. Seventy-seven 77 firms/individuals have shown an interest in this RFP solicitation.</td>
</tr>
</tbody>
</table>
This signed Addendum is required to be returned with your Proposal no later than the due date set forth for this Request for Proposal. If you have already submitted your Proposal, please submit this signed form via email to purchasing@cod.edu.

You can submit this completed addendum to the Purchasing Office by one of the means below:

All issued addenda must be signed and returned to the College as per the instructions in the addenda or proposal will not be accepted.

III. Acknowledgment

You can submit this completed addendum to the Purchasing Office by one of the means below:

1. If you have not yet submitted your proposal, please sign this addendum and include with your sealed proposal.
2. If you have already submitted your proposal, please sign and return to the Purchasing office via email at purchasing@cod.edu no later than the scheduled bid deadline. We will make sure it accompanies your proposal.

You also have the option of withdrawing your proposal, if necessary.

ACKNOWLEDGEMENT:

I HAVE RECEIVED THIS ADDENDUM #________

Company Name: ________________________________
Address: ______________________________________
Authorized Signature: ____________________________
COMMUNITY COLLEGE DISTRICT NO. 502

REQUEST FOR PROPOSAL

RADIO AND DIGITAL ADVERTISING MEDIA PLANNING AND BUYING

RFP NUMBER: 2019-R0023

PROPOSALS DUE: Tuesday, May 28, 2019 at 2:00 p.m. Central Time

In the event of College closure due to inclement weather, RFP deadline will be extended to the next business day at the same time.

SEND RESPONSES TO: COLLEGE OF DUPAGE
Purchasing Department
BIC Building, Room 1B03
425 Fawell Blvd.
Glen Ellyn, Illinois 60137

Issue Date: May 6, 2019

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL

Proposals for **Radio and Digital Advertising Media Planning and Buying, RFP Number 2019-R0023**, will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137, until **2:00 p.m. Central Time, Tuesday, May 28, 2019**, at which time the respondents names will be read publicly.

In the event of office closure due to inclement weather, RFP deadline will be extended to the next business day at the same time.

Any response received after the date and time stated above will be returned unopened. College of DuPage shall not be responsible for responses that are not received at the specific office location indicated above by the stated deadline. Failure by a delivery service company or person to meet the deadline will not excuse the Respondent from the deadline requirement. It is solely the Respondent’s responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Proposal is received as required.

No response shall be withdrawn for a period of ninety (90) days after the advertised close date without the consent of the College.

Respondents may download the RFP in addition to any future addenda from the College’s Purchasing website at the following URL address: [http://cod.edu/about/purchasing/requests/index.aspx](http://cod.edu/about/purchasing/requests/index.aspx)

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.
LEGAL NOTICE

RFP NOTICE

No. 2019-R0023

The College of DuPage is accepting Proposals for Radio and Digital Advertising Media Planning and Buying. The RFP documents may be downloaded from the Purchasing Website at: www.cod.edu/about/purchasing/requests/ by clicking on the link for this RFP and following the instructions.

Responses are due to the Purchasing Department no later than 2:00 p.m. Central Time, Tuesday, May 28, 2019 at which time the Respondents names will be read publicly.

A pre-proposal conference is scheduled for Tuesday, May 14, 2019 at 10:00 a.m. in the Berg Instructional Center (BIC) 1B03A at 425 Fawell Blvd, Glen Ellyn IL 60137. The pre-proposal conference is not mandatory, but highly recommended.

The College of DuPage is committed to the economic development of disadvantaged business enterprises; qualified Minority, Women, and Persons with Disabilities Owned Businesses are highly encouraged to participate.

College of DuPage Board of Trustees Reserves the right to reject any and/or all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.
RFP SUBMISSION CHECKLIST

Things to Remember When Submitting a Proposal to the College of DuPage

1. ☐ Read the entire document. In your review, note critical items such as: blackout period, required goods and services; submittal dates, submission requirements, etc.

2. ☐ Note the contact information provided. The Purchasing Office at purchasing@cod.edu is the single point of contact for this RFP and is the only contact with whom you are allowed to communicate regarding this RFP. This person is an excellent source of information for any questions you may have.

3. ☐ Take advantage of the “question and answer” period. Submit your questions to the Purchasing Department by the deadline noted in the RFP and view the answers given in the formal addenda issued for this RFP. All addenda issued for an RFP will be emailed to each company that downloaded the RFP documents from the College website, and will include all questions asked and answered concerning the RFP. Please ensure when downloading the RFP documents, you use a valid email address.

4. ☐ Do not alter, add to, or delete any part of the RFP documents without prior approval. Please refer to the section titled Exceptions for instruction on how to request a deviation to the original RFP.

5. ☐ Ensure all addenda are signed. Before submitting your response, check the College Purchasing website at http://www.cod.edu/about/purchasing/requests/index.aspx to see whether any addenda were issued for this RFP. If so, you must submit a signed copy of the addenda along with your Proposal response.

6. ☐ Review and read the RFP document again to make sure you have addressed all requirements. Your original response and the requested electronic copy must be identical and be complete. The copies are provided to an Evaluation Committee and will be used to score your response. Proposals will not be accepted if Sections 6, 7, and 8, are not completed. (Please note there are two (2) signature lines in Section 8 that must be signed.)

7. ☐ Submit your response on time. Note the date and time listed on the front page of the RFP and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened. Ensure the envelope/box(es) containing your proposal is appropriately labeled. Please allow adequate time for delivery to the Purchasing Department.

8. ☐ Important dates to know:
   - RFP Publication Date – 5/6/2019
   - Pre-Submittal Conference – 5/14/2019 at 10:00 a.m. Central Time
   - Questions Due – 5/16/19 by 12:00 p.m. Central Time
   - Proposals Due – 5/28/2019 at 2:00 p.m. Central Time
   - Target Board Approval Date – 6/20/2019
1.0 GENERAL INFORMATION

1.1. DEFINITIONS

A. RESPONDENT shall mean the individual or business entity submitting Proposal to supply any or all of the services or goods required by the Contract Documents.

B. RESPONSE shall mean the RFP Documents as completed by the Respondent which constitutes the Respondent's proposal.

C. CONTRACT shall mean the agreement between the College and Contractor as set forth in the resulting Contract Documents and as awarded by the College of DuPage Board of Trustees.

D. CONTRACTOR shall mean the individual or business entity submitting a response and to whom the College of DuPage Board of Trustees awards the resulting Contract.

E. COLLEGE shall mean the College of DuPage, Community College District No. 502, a body politic and corporate of the State of Illinois.

F. PURCHASING MANAGER shall mean the Purchasing Manager of the College of DuPage.

G. SPECIFICATIONS shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

1.2. REGULATIONS

The Contractor, or Subcontractor, warrants that they are familiar with and they shall comply with all Federal, State, and Local Laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the resulting Contract, including, without limitation, Workmen’s Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and regulations with respect to use of explosives. No plea of misunderstanding or ignorance thereof will be considered. Whenever required, the Contractor, or Subcontractor, shall furnish the college with satisfactory proof of compliance with said Federal, State and Local Laws, statutes, ordinances, rules, regulations, orders, and decrees.

1.3. COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This solicitation will result in a contract, subject to laws and ordinances governing public contracts. The winning Respondent(s) shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State and other local government agencies which may in any manner affect the preparation of the response or the performance of the resulting contract. If the winning Respondent(s) observes that any of the contract documents are at variance therewith, it shall promptly notify the Purchasing Manager in writing and necessary changes shall be effected by appropriate modification.

1.4. PROPOSAL MODIFICATIONS

Unless indicated, it is understood that proposals are in strict accordance with specification requirements. Proposals shall be deemed final, conclusive, and irrevocable. No proposal shall be subject to correction or amendment for any error or miscalculation. Proposal prices shall include cost of materials as specified, any applicable discounts and shipping.

1.5. AWARD OF CONTRACT

The award of the contract will be made within ninety (90) calendar days after the opening of proposals to one or more Respondent’s based on recommendation by an Evaluation Committee and pre-determined evaluation criteria and weighting, and is subject to Board of Trustee approval. The successful
Respondent(s) will be notified by electronic mail that their proposal has been accepted and that they have been awarded the contract. Notification will also be posted on the College's Purchasing website at http://www.cod.edu/about/purchasing/. Failure to execute performance as per accepted proposal may result in legal action by the College of DuPage to recover damages.

If a contract is not awarded within ninety (90) days after the opening of proposals, a Respondent may file a written request with the Purchasing Manager for the withdrawal of their Proposal and the Purchasing Manager will permit such withdrawal.

1.6. COMPETENCY OF RESPONDENT

No response will be accepted from, or contract awarded to, a Respondent that is in arrears or is in default to the College upon any debt or contract, or that is a defaulter, as surety or otherwise upon any obligation to said College, or has failed to perform faithfully any previous contract with the College.

1.7. ACCEPTANCE OF PROPOSALS

The Purchasing Manager shall notify the successful Respondent(s), in writing, of the award of the contract by the College within ninety (90) days from the proposal opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Purchasing Manager any documents required herein.

1.8. PAYMENT TERMS

All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid to the contractor within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act.

1.9. PAYMENT REMITTANCE

All College vendors are required to receive payment from the College via an Automated Clearing House (ACH) transfer. Instructions to register for ACH payments will be sent, upon request, to successful Respondents. Failure to comply with the ACH requirements may result in termination of the contract or purchase order. College ACH transfers typically occur the third week of each month. Invoices must be received at least 3 weeks prior to each ACH payment release. You are strongly encouraged to set up your account upon notice of award to avoid a delayed payment.

1.10. TAX EXEMPTION

College of DuPage District #502 is exempt from Federal, State and Municipal taxes. Exemption certificates will be furnished upon request.

1.11. CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Proposals.

1.12. EQUAL EMPLOYMENT OPPORTUNITY

In the hiring of employees for the performance of work under the resulting contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and available to perform work to which the employment is related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation.
1.13. HOLD HARMLESS CLAUSE

Contractor shall indemnify, hold harmless and defend the College of DuPage, its officers, trustees, agents, servants, and employees, from and against any and all claims, lawsuits, demands, liabilities, and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor’s performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the College of DuPage.

“Contractor’s performance” includes Contractor’s action or inaction and the action or inaction of Contractor’s officers, employees, agents and Subcontractors.

1.14. LIABILITY INSURANCE

The Respondent shall not commence work under this contract until all insurance required herein is obtained and approved by the College. Nor shall the Respondent allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Respondent shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Worker’s compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability</strong> including:</td>
<td>Combined Single Limit per Occurrence/Aggregate</td>
</tr>
<tr>
<td>1. Premises – Operations</td>
<td>$1,000,000 / $2,000,000</td>
</tr>
<tr>
<td>2. Explosion, Underground and Collapse Hazard</td>
<td></td>
</tr>
<tr>
<td>3. Products/Completed Operations</td>
<td></td>
</tr>
<tr>
<td>4. Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>5. Broad Form Property Damage</td>
<td></td>
</tr>
<tr>
<td>6. Independent Contractors</td>
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</tr>
<tr>
<td>7. Bodily Injury</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile Liability</strong></td>
<td>$1,000,000 / $2,000,000</td>
</tr>
<tr>
<td>Owned, Non-owned, or Rented</td>
<td></td>
</tr>
<tr>
<td><strong>Workers’ Compensation and Employer’s Liability</strong></td>
<td>As Required by Applicable Laws.</td>
</tr>
<tr>
<td><strong>Professional Liability</strong></td>
<td>If Performance Specifications are required by the Contract</td>
</tr>
</tbody>
</table>

1.15. BUSINESS ENTERPRISE PROGRAM

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College of DuPage, including minorities, females, and persons with disabilities owned business enterprises. The College is committed to the economic development of disadvantaged business enterprises and the award of contracts.
to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575.

This solicitation contains an Aspirational goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting/subcontracting processes.

END OF SECTION
2.0 INSTRUCTIONS TO RESPONDENTS

2.1. OUTSIDE DOCUMENT DISCLAIMER

The College of DuPage cannot warrant, represent, or guarantee the accuracy or completeness of documents which have not been obtained directly from the College. If you have obtained these documents from a third party source, the College is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any third party documents.

To obtain official documents, please visit: https://www.cod.edu/about/purchasing/requests/index.aspx. Click on the link for this solicitation, and follow the prompts to enter your information onto our vendor list and download the original documents. This will ensure your contact information is registered on our vendor list, and we can send you any addenda that may be issued. This website is the only official website for prospective Respondents to obtain digital copies of RFP documents. It is the responsibility of each prospective Respondent to verify the completeness of their printed RFP documents before submitting a response and accompanying executed addenda acknowledgement, and other required forms.

2.2. BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this Request for Proposal, or any of the information contained herein or about this solicitation in general, with any College of DuPage trustee, employee, vendor, contractor or subcontractor, other than using the methods outlined in this RFP. Respondents are strictly forbidden from visiting the College’s locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this RFP or this solicitation without the direct knowledge and authorization in writing in advance from the Purchasing Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

Initial understanding of this requirement: _____________________

2.3. PRE-SUBMITTAL CONFERENCE

The College will hold a Pre-Submittal Conference at the College of DuPage, Glen Ellyn Campus, 425 Fawell Blvd, Berg Instructional Center, Room 1B03A, Glen Ellyn, IL at 10:00 a.m. on Tuesday, May 14, 2019.

All parties interested in responding to this RFP are urged to attend in person, however a teleconference number will be provided for those unable to attend in person. The teleconference call in number is: Toll free conference number: 888-557-8511

To obtain the access code, interested parties must notify the Purchasing Department by email at purchasing@cod.edu by 2:00 PM on May 13, 2019. The email request must include the names, titles, email address and phone number of each attendee, and indicate whether the attendee is participating in person or via teleconference.

2.4. REQUESTS FOR INFORMATION/CLARIFICATION

Respondents must communicate only with the Purchasing Department. If any firm submitting a response for this solicitation is in doubt as to the true meaning of the specifications or other documents or any part thereof, Respondent shall request clarification from the Purchasing Department. Questions must be submitted in writing and be directed via email to the Purchasing Department at purchasing@cod.edu no later than Thursday, May 16, 2019 at 12:00 p.m. Central Time. Questions for which answers are provided will be communicated to all registered recipients of RFP documents via addendum.

2.5. PROPOSAL DEADLINE AND SUBMISSION

To be assured of consideration, Proposals must be received by the College of DuPage in the College’s in Purchasing Department, BIC-1B03, no later than 2:00 p.m. Central Time on Tuesday, May 28, 2019. Failure by a delivery service company or person to meet the deadline will not excuse the Respondent from
the deadline requirement. It is solely the Respondent's responsibility to ensure that adequate time is
allowed for timely, accurate delivery and that the Proposal is received as required.

A. The outside of each sealed envelope or package must be labeled as follows and must be delivered
to the following address:

Purchasing Manager

Atttn: 2019-R0023
College of DuPage
425 Fawell Blvd
BIC Building - Room 1B03
Glen Ellyn, Illinois 60137

B. The sealed envelope and/or boxes submitted by the Respondent MUST carry the following
information on the face of the envelope:

Proposal Enclosed
Request for Proposals (RFP) for Radio and Digital Advertising Media Planning and Buying
2019-R0023
Due: Tuesday, May 28, 2019
Submitted by: (Name of Respondent, Address, Contact Person)

Unless otherwise stated, all blank spaces on the forms shall be fully completed. Respondent bears
all responsibility for error or omissions in their submission.

C. Respondents must submit the following proposal items in a sealed envelope or box:

<table>
<thead>
<tr>
<th>Proposal Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Copy – Paper .................................................</td>
<td>1</td>
</tr>
<tr>
<td>Electronic Copy - USB Flash drive containing all documents in ..</td>
<td>2</td>
</tr>
<tr>
<td>searchable PDF format.</td>
<td></td>
</tr>
</tbody>
</table>

The original documents must be clearly marked as “ORIGINAL”, and must bear the original
signature of an authorized corporate agent on all documents requiring a signature. Respondent
must enclose all documents in sealed envelopes or boxes.

2.6. EXCEPTIONS

If any Respondent intends to take any deviations or exceptions from the specifications or other RFP
documents, Respondent shall submit to the Purchasing Manager a written request for a deviation or
exception. If the Purchasing Manager considers such deviation or exception acceptable, the Purchasing
Manager shall issue an Addendum setting forth such deviation or exception from the specifications or other
which shall be applicable to all Respondents submitting a response.

If no Addendum is issued by the Purchasing Manager, then such deviation or exception shall be deemed
rejected. The College may reject any response containing deviations or exceptions not previously accepted
through a written Addendum.

A copy of such Addendum will be e-mailed or delivered to each Respondent receiving a set of such RFP
Documents. Respondent shall acknowledge receipt of each Addendum issued in the space provided on the
RFP form or via a signed addendum. Failure to acknowledge receipt of addenda will result in disqualification
of the Proposal.

All requests for deviations or exceptions must be sent in writing to purchasing@cod.edu at least five (5)
days prior to the date and time set forth as the RFP Due Date. The College shall not be responsible for nor
bound by any oral instructions, interpretations, or explanations issued by the College or any of its
representatives.
Initial understanding of this requirement:

2.7. **ERROR IN PROPOSAL**

Where a Respondent claims to have made a mistake, such mistake must be called to the attention of the Purchasing Manager within twenty-four (24) hours after the opening of responses. Within forty-eight (48) hours of the advertised RFP deadline, Respondent shall submit to the College’s designated Purchasing Manager original documentary evidence and a detailed explanation of how the mistake was made. Failure to conform to this requirement precludes the Respondent from withdrawing its response based upon a mistake. If such notice, proof and explanations have been tendered, and the Purchasing Manager is convinced that a bona fide mistake has been made, the Purchasing Manager may recommend to the Board of Trustees that the Respondent be allowed to withdraw its response and recommend that the contract be awarded to the next responsible, responsive Respondent. If the Board determines by majority vote, that the Respondent has made a bona fide error, no award will be made upon such response.

2.8. **WITHDRAWAL OF PROPOSALS**

Respondents may withdraw their responses at any time prior to the time specified in the legal advertisement as the date and hour set for the RFP Opening. However, no Respondent shall withdraw, cancel or modify its response for a period of ninety (90) calendar days after said advertised RFP Opening. Requests for withdrawal must be made in writing on the Respondent’s letterhead to the College’s Purchasing Department. Respondents must make their own arrangements for the return of their Proposals.

2.9. **NOTICES**

All communications and notices between the College and Respondents regarding the RFP Documents shall be in writing and hand delivered or delivered via United States mail, postage prepaid, or via email. Notices to the Respondents shall be addressed to the name and address or email address provided by the Respondents; notices to the Purchasing Manager shall be addressed to Purchasing Department, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137, or purchasing@cod.edu.

2.10. **CONFIDENTIALITY**

The Purchasing Department shall examine the responses to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the Respondent pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Purchasing Department. All data, documentation and innovations developed as a result of these contractual services shall become the property of the College. Based upon the public nature of these RFPs, a Respondent must inform the College, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act. It is not acceptable for a proposal to be marked “proprietary” in its entirety.

2.11. **RESPONDENT WARRANTIES**

The submission of a Proposal shall constitute a warranty that: (i) Respondent has carefully and thoroughly reviewed the RFP Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Respondent and all workers and/or employees it intends to use in the performance of this contract are skilled and experienced in the type of work or services called for by the RFP Documents; and (iii) neither the Respondent nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the College, or any of the College's employees, agents, or consultants, in preparing the Proposal.

2.12. **CONSIDERATION OF RESPONSES**

The College reserves the right to reject or accept any or all Proposals, to extend the response period, to waive technicalities in the RFP Documents and/or to direct that the solicitation be abandoned or re-issued prior to award of the contract.
The Respondent acknowledges the right of the College to reject any or all proposal and to waive any informality or irregularity in any proposal received. In addition, the Respondent recognizes the right of the College to reject a proposal if the Respondent failed to submit the data required by the Request for Proposal documents, or if the proposal is in any way incomplete or irregular.

END OF SECTION
3.0 SCOPE OF SOLUTIONS

3.1 COLLEGE OF DUPAGE BACKGROUND

Among the state’s public colleges and universities, College of DuPage, with about 26,000 students, is the second largest provider of undergraduate education in the state of Illinois, after University of Illinois.

Currently, College of DuPage offers 76 degrees in 41 different career and technical education subject areas and 167 certificates in 46 different career and technical education subject areas.

Classes are offered on the College’s 273-acre Glen Ellyn campus, at four regional Centers, and at area high schools and other community locations.

The College draws its enrollment mainly from Community College District 502, which closely mirrors DuPage County and includes small portions of Cook and Kane Counties. COD’s out of district enrollment is growing substantially however, drawing from other areas in northeastern Illinois.

The average age of COD students has been shifting younger as we enroll more traditional age students. Currently the split is about 60/40, the larger portion being students under age 25. As enrollment of traditional-age students has been growing, enrollment of adults has been slightly declining.

Over the past few years, enrollment at COD has been declining. While the decline has been less than the statewide average, it is a trend we need to change and we look to our advertising partner to help strategize means to accomplish this.

3.2 SCOPE OF WORK

The College of DuPage is seeking a qualified partner to provide comprehensive radio and digital advertising, media planning, buying and creative production.

The purpose of this effort is the promotion of the College to prospective students and the influencers of their decision.

All creative developed must reinforce the College’s brand messaging. Brand guidelines and research can be reviewed at cod.edu/brand.

There are three primary enrollment campaign periods within the fiscal year: fall, spring, and summer. Digital campaigns may be enrollment-period based or continuously run through the year. Nearly all media is geo targeted or market-targeted. Some media buys are ad hoc and arise due to unexpected internal client requests or institutional needs/opportunities.

Creative developed for the College will become property of the College and may be used for other channels not purchased through the agency.

This is not an exclusive contract. The College retains the right to contract directly with other media sources or utilize additional agencies for work outside of this contract. We expect to meet at least monthly with the selected agency to discuss campaign progress and goals.

3.1 BUDGET BACKGROUND

For the past three years, the media buy that includes radio and digital advertising has ranged between $448,000 and $456,000. This does not include any agency fees. This budget covers three distinct enrollment terms: fall, spring and summer. About half of our budget is used in support of our fall term, the remaining budget is split, but not necessarily evenly, between the spring and summer terms.
Below is a breakdown of our media budget [not including agency commission, management or creative fees] for the last three years. There is no guarantee that the College will spend the same amount in subsequent budget years.

SPECIAL NOTES:

1. The College has been gradually shifting our buy from traditional broadcast media to digital media. We anticipate this will continue.

2. At some point during the Fiscal 2020 year the College will be transferring the management of Paid Search and Paid Social Media to our in-house staff. The transition will be addressed with the successful agency during the contract discussions.

<table>
<thead>
<tr>
<th></th>
<th>FY2018</th>
<th>FY2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadcast &amp; Streaming Radio</td>
<td>218,000</td>
<td>$185,000</td>
</tr>
<tr>
<td>Digital display, retargeting and native</td>
<td>$65,000</td>
<td>$85,000</td>
</tr>
<tr>
<td>Google Paid Search</td>
<td>$115,000</td>
<td>$135,000</td>
</tr>
<tr>
<td>Paid Social Media</td>
<td>$16,000</td>
<td>$18,000</td>
</tr>
<tr>
<td>YouTube and Hulu</td>
<td>$42,000</td>
<td>$42,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$456,000</strong></td>
<td><strong>$448,000</strong></td>
</tr>
</tbody>
</table>

3.2 TERMS OF SERVICES

The College anticipates engaging in a two-year initial contract term (26 months) with three (3) one-year extensions options.

END OF SECTION
4.0 PROPOSAL SUBMISSION AND EVALUATION

4.1. PROPOSAL CONTENT AND FORMAT

Provide the following in your proposal. All Respondents shall submit one (1) original of the completed RFP and TWO (2) flash drive containing all documents, in a sealed envelope and shall deliver them to Purchasing Manager, Attn: 2019-R0023, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137 by the date and hour of the RFP deadline as shown in the legal advertisement.

The sections should be tabbed or clearly labeled in the order shown below:

Tab 1: Transmittal Letter and Required forms- Complete

Include the following:
- Transmittal Letter - signed by an individual authorized to legally bind the Respondent.
  - Statement referencing all addenda (If no addenda have been received, a statement to that effect should be included.).
  - Statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception
- Documentation needing initialing per Section 2.0 Instructions to Respondents
- Section 6.0 Certifications
- Section 7.0 Signature Page
- Section 8.0 Conflict of Interest Disclosure and Non-Collusion Form
- Any issued addenda, signed (if applicable)

Tab 2: Understanding and Methodology

Include the following:
- General information
  - Name of company, primary contact person, address, email address, and telephone and fax number of the firm.
  - Brief overview of your organization, including general information about your firm, including the size of the organization, location of offices, years in business, number and position titles of staff, and qualities which differentiate your company from your competitors
- Provide a brief statement of qualifications/executive summary including an understanding of the College’s intent and objectives and how your proposed plan will achieve those objectives as listed in Section 3.2 (Scope of Work).
- Provide a sample contract, policy or procedures on hires, temporary placements to an organization.

Tab 3: General Requirements

Provide by explaining how the Agency will meet the qualifications and requirements listed below:

A. General Requirements

An agency responding to this request for proposal must at a minimum provide the following services. Please describe how your firm will meet these requirements:

1. Conduct strategic media analyses/research, develop a media budget, and create a comprehensive media-buying plan designed to maximize the effect of advertising in support of the College’s enrollment goals.
2. Negotiate cost-effective and efficient media schedules for the benefit of the College of DuPage.
3. Develop and manage creative media production for radio, digital and text-based ads that support the College’s message. Please provide samples of creative you have developed for similar clients.
4. Create value-added opportunities by maximizing leverage of advertising dollars.
5. Recommend any necessary revisions to the media plan during the year and pursue developing media opportunities as needed.
6. Present to the COD Marketing Director, new media and technologies that might benefit the College in communicating its message and increasing enrollment.
7. Provide post-campaign reporting within 14 days of the end of each month. Please provide a sample of the weekly and monthly reports you provide to your clients.
8. Attend monthly meetings with COD staff to go over monthly reports, suggest changes in strategy and discuss wins and losses.
9. Provide detailed invoicing at the end of each month.
10. Agency/Firm must work with the COD in-house marketing and creative services team as needed.

B. Agency Qualifications

Describe how your firm meets these qualifications:

1. Describe agency history and philosophy. Agency/Firm should have a minimum of five years experience in media buying.
2. Agency/Firm must have a demonstrable history of quality media buys and account management.
3. The successful agency should be a Certified Google Partner, certified in the following areas:
   a. Premier Google AdWords
   b. Google Analytics Certified
   c. Google Tag Manager Certified
      i. Provide periodic, customized tracking reports for each campaign must be provided on a monthly basis
      ii. Conversion optimization support is expected
   d. Google AdWords Display
   e. Google Video Advertising
   f. The successful agency must be proficient in mobile advertising.
4. Provide a detailed explanation of the reasons why the agency is most qualified to provide media buying and creative production services to College of DuPage.
5. Provide examples of comparable campaigns that have been successful for your clients. Include creative or links to the creative for COD review.
6. Provide one or more examples of how Agency/Firm saved a client significant dollars by negotiating more aggressively with media retailers.
7. Provide information about the proposed team that would be working on the College of DuPage account. Please include length of time with Agency/Firm as well as specific areas of expertise.
8. Indicate which of the above persons would be the College’s key contact.
9. Agency/Firm must identify any services that will be subcontracted. Provide names and credentials for any subcontractor the Agency/Firm will utilize on the COD account.
10. Provide examples of post-campaign reporting and detailed invoices.
11. Provide a current client list, specifically including other institutions of higher education.
12. Proposal must include 3-5 references. Clients from the higher education segment are preferred. Please include contact name, institution, and contact phone and email.
13. Define the attributes that distinguish Agency/Firm from their competition.

C. Pricing Requirements

Provide detailed answers to all of the following:

1. Thoroughly identify and explain the proposed pricing structure for each of the firm’s services including any incurred expenses such as travel or out of pocket expenses. The pricing structure should clearly identify the rate charged (percentage or flat fee) for media buying services and clarify if the rate would be more competitive if the College agreed to a multi-year contract.
2. Describe in detail all services included with your proposal.
3. Proposal must include hourly rates for all staff that may work on the COD account. This may be provided by name or by function.
4. Proposal should describe in detail any value-added services, components, and/or deliverables that are offered including those not required by the RFP.
5. Provide any terms and conditions that may apply that are not included in this RFP.
6. Selected agency will be expected to meet on campus at least two times per year. Any costs for travel must be included in the pricing as a separate line.

Complete the following pricing matrix. This is an estimated annual expenditure for FY20. Final allocations may vary slightly. Selected agency will have to opportunity to work with COD on the final allocation of media.

State any potential fees in addition to media commission for additional work. Agency must disclose any finder’s fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

<table>
<thead>
<tr>
<th>Service Instructions</th>
<th>Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Broadcast &amp; streaming radio</strong>: Please indicate the commission for radio purchase.</td>
<td></td>
</tr>
<tr>
<td>Assume an annual media budget for radio of <strong>$160,000</strong>.</td>
<td></td>
</tr>
<tr>
<td>2. <strong>Digital display, retargeting and native</strong>: Include planning/strategy, buying, implementation/management and reporting. Show the formula used to calculate the annual cost.</td>
<td></td>
</tr>
<tr>
<td>Assume an annual media budget for digital display, retargeting and native of <strong>$100,000</strong>.</td>
<td></td>
</tr>
<tr>
<td>3. <strong>Online Paid Search</strong>: Currently this is exclusively Google Search. Include planning, buying, and implementation/management. Include keyword development with weekly reporting and adjustments. Each campaign must be tracked separately. Show the formula used to calculate the annual cost.</td>
<td></td>
</tr>
<tr>
<td>Assume an annual media budget for online paid search of <strong>$130,000</strong>.</td>
<td></td>
</tr>
<tr>
<td>4. <strong>Paid Social Media</strong>: May include Facebook, Instagram and/or LinkedIn. Include planning/strategy, buying, implementation/management and reporting. Show the formula used to calculate the annual cost.</td>
<td></td>
</tr>
<tr>
<td>Assume an annual media budget for Paid Social Media of <strong>$20,000</strong>.</td>
<td></td>
</tr>
<tr>
<td>5. <strong>YouTube and Hulu</strong>: Include planning/strategy, buying, implementation/management and reporting. Show the formula used to calculate the annual cost.</td>
<td></td>
</tr>
<tr>
<td>Assume an annual media budget for YouTube and Hulu of <strong>$50,000</strong>.</td>
<td></td>
</tr>
<tr>
<td>6. <strong>Geofencing</strong>: Currently COD geofencing campaigns are purchased through another agency with extensive experience in this media and working with community colleges. Agency may provide pricing on this service as well, but inclusion in this contract is at the discretion of the COD Marketing &amp; Creative Services Department.</td>
<td></td>
</tr>
<tr>
<td>Assume an annual media budget for geofencing of <strong>$30,000</strong>.</td>
<td></td>
</tr>
<tr>
<td>7. <strong>Creative</strong>: Concepting and creative development. Provide per hour creative development rates for: strategy, design, copywriting and production. Include an estimated <em>annual</em> cost to provide creative for all media listed here.</td>
<td></td>
</tr>
<tr>
<td>8. <strong>Management Fees</strong>: Include any account management and travel fees. Show the formula used to calculate the costs. Include an estimate monthly and annual total.</td>
<td></td>
</tr>
</tbody>
</table>
Additional Services: Please include pricing for any additional services and media you would advise COD implement to increase our enrollment.

Tab 4: References

Proposer must provide a list of current customers of comparable size and type to be used in the evaluation of the proposal. Provide 3 current customer/client references:

1. Company Name
2. Address, city state
3. Contact person, and phone number and email
4. Length of business relationship with your agency
5. Start Date of Service and End Date of Services

Tab 6: Business Enterprise Program

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts and commits to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575.

This solicitation contains an aspirational goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting/subcontracting processes.

4.2. EVALUATION AND SELECTION PROCESS

The College will appoint an Evaluation Committee whose responsibility will be to review all responses to this RFP. The College will consider the information provided in the response and the quality of that information when evaluating the Proposal. During the evaluation process, proposers may be requested to provide additional information and/or clarify contents of their proposal.

All proposals will be reviewed to determine if they contain all the required submittals specified in this RFP. Those not submitting all required information in the prescribed format may be rejected.

The Committee will review all responsive and responsible proposals based upon the criteria detailed herein. The selection process may include a request for additional data or oral presentations as deemed necessary by the College. The following criteria will be used in the evaluation of all proposals, not necessarily in level of importance:

- Pricing Matrix
- Agency qualifications
- Quality of creative
- Ability to meet general requirements

After the evaluation, The College may choose to invite a subset of responders to participate in on-site demonstrations or online Webinar format activities. The purpose of these activities would be to clarify information presented in the written RFP responses. These demonstrations/webinars will be of no cost to the College.

Upon selection and designation of a Proposer, the College intends to negotiate an agreement with the designated Provider. Nothing in this RFP, the proposals, or the College's acceptance of a proposal shall obligate the College to enter into or complete negotiations with any financial advisor.
4.3. SELECTION OF AWARD

A. Basis of Award

The award of the contract will be based on best-value to the College according to the evaluation criteria set forth in this document.

B. Selection Process

The award of the contract will be after the Evaluation Committee submits their Recommendation of Award of the selected Respondent(s) for approval by the College of DuPage Board of Trustees. The College of DuPage reserves the rights to award one (1) or more contracts to select Respondent(s) and/or to reject any and all responses when the best interest of the College will be served thereby. The successful Respondent(s) will be notified by electronic mail that their Proposal has been accepted and that they have been awarded the contract after the approval by the College of DuPage Board of Trustees. Notification will also be posted on the College’s Purchasing website at http://www.cod.edu/about/purchasing/. Failure to execute performance as per accepted Proposal may result in legal action by the College of DuPage to recover damages.

END OF SECTION
The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for community colleges contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE/ also referred to as WBE), or persons with disabilities (PDBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

**Contract Goal to be Achieved by Vendor:** This solicitation includes an Aspirational BEP participation goal of 20% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

**The BEP participation goal is applicable to all bids or offers.** In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor’s completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor’s proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College’s sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties’ contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**

2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor’s Utilization Plan is approved by the College.**
3. **BEP Certified Vendor Locator References:** Vendor may consult CMS’ BEP Vendor Directory at [www.sell2.illinois.gov/cms/business](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms must be certified with CMS as BEP certified vendors at the time of bid or offer.

4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.

5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

   5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

   5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**

   5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:

   5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

   5.3.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor’s trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

   5.3.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
5.4 BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

5.5 A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

5.5.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.5.2 A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.

5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. Good Faith Effort Procedures: Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.

7. Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor’s compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

7.1. The Utilization Plan may not be amended after contract execution without the College’s prior written approval.

7.2. Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College. Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor’s own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
7.3. If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.

7.4. Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-BEP certified vendor or Vendor may perform the work.

7.5. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.

7.6. A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor’s receipt of the College’s approval for the substitution or other change.

7.7. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.

7.8. The College will periodically review Vendor’s compliance with these provisions and the terms of its contract. Without limitation, Vendor’s failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

7.9. The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor’s contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.
UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with Proposal.

________________________________________ (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for **Radio and Digital Advertising Media Planning and Buying, RFP Number 2019-R0023**. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- [ ] Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- [ ] Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- [ ] Vendor has made good faith efforts towards meeting the entire goal as indicated on the attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor’s person responsible for compliance with this BEP goal:

Name: ___________________________  
Title: ___________________________

Telephone: ________________________  
Email: ___________________________
DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor’s Demonstration of Good Faith Efforts and Request for Waiver. Please check the actions which you completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor’s efforts as described below.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.

- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.

- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.

- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.

- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.

- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
6.0 CERTIFICATIONS

IMPORTANT: All Respondents are required to complete this form. Completed form must be returned with response by the RFP deadline. **Failure to return this completed form may result in disqualification of response.**

THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COLLEGE LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12.

   Yes_____ No______

B. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.

C. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.

D. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775, ILCS 5/2-105 (A) (4).

E. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq. **(If Applicable)**

F. Fair Employment Practice: Contractor is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.

   Yes_____No______


   Yes_____ No______

H. When required by law, the Respondent and all Respondent’s Subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

**ADVICE**

A. MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES_____ NO______

   If yes, please attach copy of certification and advise certification number and expiration date below:

   Name of Certifying Entity: _________________________________________________________
   Certification #: _____________________________  Expiration Date: ______________________

B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES _____ NO ______

   Contract No. ___________

Signature
Respondent/Company Official: ____________________ Date: _________________________
7.0 SIGNATURE PAGE

IMPORTANT: All Respondents are required to complete and sign this form. Completed form must be returned with proposal by the RFP deadline. Failure to return this completed form may result in disqualification of proposal.

Check One:
☐ SOLE PROPRIETOR  ☐ PARTNERSHIP (and/or JOINT VENTURE)  ☐ LIMITED LIABILITY COMPANY  ☐ CORPORATION

The undersigned acknowledges receipt of a full set of RFP Documents and Addenda Numbers __________________ (None unless indicated here). All issued addenda must be signed and returned to the College as per the instructions in the addenda or response will not be accepted.

The undersigned makes the foregoing response to RFP subject to all of the terms and conditions of the RFP Documents. The undersigned certifies that all of the foregoing statements of the Vendor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this response are true and correct.

BUSINESS NAME: _____________________________________________________________

BUSINESS ADDRESS: ____________________________________________________________

BUSINESS TELEPHONE: ______________________ FAX NUMBER: ______________________

EMAIL ADDRESS: ______________________ CELLULAR TELEPHONE NUMBER: __________

FEIN/SSN: ______________________________

AUTHORIZED SIGNATURE: __________________________________________________

PRINT NAME: ____________________________ TITLE: _____________________________ DATE: __________

Subscribed to and sworn before me this ______ day of __________, 2019.

My commission expires: __________________

____________________________
Notary Public Signature Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

** If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

*** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**** If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

***** In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.
8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

IMPORTANT: All Respondents are required to complete and sign this form. Completed form must be returned with proposal by the RFP deadline. **Failure to return this completed form may result in disqualification of proposal.**

RFP #: ____________________________    DATE: _______________________

CONFLICT OF INTEREST DISCLOSURE
College of DuPage (COD) reserves the right, at its sole discretion, to reject any and all responses, revise the submission timeline as described in the solicitation, and to discontinue at any time the submission process as described in the solicitation. College of DuPage is requiring that any and all relationships with the College, its Administrators, Trustees, Committee members, COD Foundation Trustees, or any other Employee of the College be disclosed in writing as a part of any response submitted. Contact with any employee of the College of DuPage during the pre-award period, except as noted in the RFP documents, is strictly forbidden and is considered sufficient grounds for dismissal from the RFP process.

VENDOR CONFLICT OF INTEREST DISCLOSURE
Define the relationship with any College of DuPage Administrator, Trustee, Employee, COD Foundation Board member, Committee member, or their immediate family member, with which your company or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

Vendor certifies that there is no known conflict of interest with any COD Administrator, Employee, Trustee, Committee member, or COD Foundation Trustee, or their immediate family.

Vendor Printed Name: _______________________    Title:_________________________________

Signature: _____________________________________      Date:   ____________________

NON-COLLUSION STATEMENT
The undersigned affirms that he/she is duly authorized to execute a contract and that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other Respondent, and that the contents of said response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this response.

Owners/Principal(s)

Company Name: _____________________________ Name(s)/Title(s): _____________________________

Vendor Address: _____________________________ City, State, Zip: _____________________________

Phone Number: _____________________________ Fax Number: _____________________________

Email Address: _____________________________

Signature  Respondent/Company Official: ___________________________________ Date: ____________________

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