Request for Proposals

#07-032416RFP-01

Date Issued: February 26, 2016

Media Buying Services

DUE DATE/TIME: March 24, 2016, 2:00 PM EST

Deadline for Inquiries
March 7, 2016, 2:00 PM EST

Deadline for Sealed Proposals
March 24, 2016, 2:00 PM EST
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INVITATION TO SUBMIT PROPOSAL

The Board of Trustees for the Montgomery County Community College will receive proposals for the following: Media Buying Services

Proposal Documents, including specifications, will be available to interested Proposers beginning February 26, 2016.

Inquiries for information regarding this Request for Proposals should be submitted in writing and directed to:

Director of Procurement
Montgomery County Community College
Fax: (215) 641-6516
Email: purchasing@mc3.edu

Sealed Proposals shall be submitted by mail, hand-delivery or express courier to: Montgomery County Community College, Purchasing Department, Room 121 College Hall, 340 DeKalb Pike, Blue Bell, PA 19422 by 2:00 P.M. on March 24, 2016.

Proposals must be submitted on forms included in the bidding documents and must be accompanied by Proposal Security and Non-Collusion Affidavit in accordance with the Instructions to Bidders. Proposals shall conform to all other requirements as more fully set forth in the bidding documents, including compliance with all applicable laws and regulations. All proposals submitted are valid for acceptance by the College and may not be withdrawn for one hundred twenty (120) days after proposal opening. The College reserves the right to reject any or all proposals or any part thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

END OF DOCUMENT
INSTRUCTIONS TO PROPOSERS

1. PROPOSAL DOCUMENT AVAILABILITY

A. The Proposal Documents have been prepared by the Purchasing Department of the Montgomery County Community College located at 340 DeKalb Pike, Blue Bell, PA 19422. The Proposal Documents are made available only for the purpose of obtaining Proposals for this Project. Their availability does not grant a license for other purposes.

B. Upon receipt of Proposal Documents, Proposer shall verify that the documents are complete, and shall notify the Purchasing Department should the documents be incomplete, or upon finding discrepancies or omissions in the Proposal Documents. Proposer shall be responsible for the completeness of their set of Proposal Documents. No allowance or concession will be made to a Proposer who complains of missing portions of Proposal Documents subsequent to the award of Proposal. All requests for clarifications must be in writing and received by the College no less than seven (7) days before the Proposal due date. All clarifications, modifications and corrections to the Proposal Documents shall be issued in the form of Addenda and shall be forwarded to all known Proposers. Addenda listing revisions and changes to the Proposal Documents shall become a part of and take precedence over original Proposal Documents and shall be so honored by Proposers in preparing their Proposals.

C. The quantities of Products in the Specifications and/or Proposal Form are merely estimates of the College’s needs, and are provided solely for proposal purposes so that the Proposer can provide a price; the College is not committing to purchase such estimated quantities of Products. The College reserves the right to purchase more, less or none of the Products as the College determines it requires in the College’s sole and absolute discretion. The Products will be requisitioned by the College on an as-needed basis. The Contractor shall provide the College with Products within the time limits specified in the Contract for the price proposed for such Product.

2. DEFINITIONS

A. Addenda: Written and/or graphic instruments issued by the College prior to the Proposal deadline which modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.

B. College: Montgomery County Community College, its agents, employees and/or authorized representative.

C. College Property: Shall mean any real property owned or operated by the College, and all buildings and improvements thereon, and any personal property, systems and equipment located therein or thereon.

D. Contract Documents: Proposal Documents, Proposer’s completed Form of Proposal (but only with those exceptions accepted by the College as noted in the Agreement (hereinafter defined), and the completed Form of Agreement between College and Contractor
(hereinafter “Agreement”), and any other documents required to be completed per the Proposal Documents.

E. **Contractor**: Successful Proposer, i.e., Proposer to whom contract is awarded.

F. **Products**: The Media Buying Services, including, without limitation, all software, licenses, goods, products, equipment, and materials (including, without limitation, all necessary labor and manufacturing necessary to supply such items to the College in the form or manner required for the College to take beneficial use of such items and as may be further detailed in the Specifications) identified to be supplied under the Contract as detailed in the Specifications.

G. **Proposal Deadline**: The date and time which the College will receive and open sealed Proposals as identified in the Invitation to Submit Proposal.

H. **Proposal Documents**: Invitation to Submit Proposal, Instructions to Proposer, Proposal Form, form of Non-Collusion Affidavit, form of Agreement, Specifications, Campus Map and other sample proposal and contract forms, and all Addenda issued prior to Proposal opening.

I. **Proposal Sum**: Monetary sum identified by Proposer in Proposal form.

J. **Proposer**: Person or entity submitting a Proposal.

K. **Services**: All services (including, without limitation, all supplies and equipment necessary to perform such services) identified to be provided under the Contract as detailed in the Specifications, such as, without limitation, installation of software, trouble shooting, training, and maintenance.

L. **Specifications**: The drawings, plans and specifications included with the Proposal Documents that provide the technical details of the Products and Services.

3. **TERM OF CONTRACT**

   It is the intent of the College to award a contract to a single Contractor for Products and Services. The contract shall commence on July 1, 2016 and end on June 30, 2017. If the College is not satisfied with the performance of the Contractor, then the Contract may be terminated at such earlier time as provided for in the Agreement.

4. **PREPARATION AND SUBMISSION OF PROPOSALS**

   A. Proposer shall be solely responsible for the delivery of their Proposal in the manner and time prescribed. All Proposals must be received by the College at the place designated in the Invitation to Proposal, prior to the time designated in the Invitation to Submit Proposals for Proposal opening. Proposals received after the time advertised for Proposal opening shall be returned to Proposer unopened.
B. Proposals shall be prepared and submitted on forms furnished by the College. All blank spaces shall be filled in, by typewriter or ink, and amounts shown in both words and numbers. In case of discrepancy, the written words shall be considered as being the Proposal Sum. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Proposals having any erasures or corrections must be initialed by the Proposer in ink.

C. Proposals will remain firm and non-withdrawable for one hundred twenty (120) days after the opening of Proposals, and will thereafter remain firm and non-withdrawable until the Proposer provides written notice to the College’s Purchasing Department that the Proposal has been withdrawn.

D. The Proposal Form shall be signed in accordance with the following:

(1) If the Proposer is an individual, the Proposal shall be executed by him, personally; his signature shall be witnessed; his business address shall be stated, and any trade name employed in the conduct of his business shall be stated.

(2) If the Proposer is a partnership, the Proposal Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; the business of the partnership shall be stated; and the business address of the partnership shall be stated.

(3) If the Proposer is a corporation, the Proposal Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the corporation whose authority to act, as of the date of the Proposal, shall be established by a certified copy of a resolution by the Board of Directors of the proposing corporation authorizing said agent to sign the Proposal on behalf of the corporation, submitted with the Proposal. The business address of the corporation and state of incorporation shall be stated.

(4) If the Proposer is a limited liability company, the Proposal Form shall be executed in its name and on its behalf: (a) by all of the members if the company is member-managed, or by the managing member if the company is manager-managed, or (b) by a duly authorized agent of the company whose authority to act, as of the date of the Proposal, shall be established by a certified copy of a resolution by the members of the proposing company authorizing said agent to sign the Proposal on behalf of the company, submitted with the Proposal. The business address of the company and state of formation shall be stated.

(5) If the Proposer is a joint venture, each party of the joint venture shall execute the Proposal Form under their respective seals in a manner appropriate to such party as described above.

E. All Proposals, including required enclosures if applicable, shall be submitted in a sealed opaque envelope, clearly identified with Proposer’s name and the name of the Services subject to the Proposal. The envelope should also contain a notation that it should not be opened.
until the time specified for Proposal opening. Proposal envelopes not bearing this notation and opened in error will not receive consideration. If a Proposer elects to submit a Proposal by mailing rather than hand delivery, the sealed Proposal envelope described above shall be enclosed in a mailing envelope and addressed to the College, and must be received prior to the date and time specified for Proposal opening. Formal sealed proposals may be submitted by mail, hand-delivery or express courier to:

Montgomery County Community College  
Purchasing Department  
Room 121 College Hall  
340 DeKalb Pike  
Blue Bell, PA 19422

F. Addenda. Prior to the opening of Proposals, Proposer may be furnished bulletins for additions, corrections, or modifications to Contract Documents. These bulletins, in the form of addenda, are to be included in the Proposal and are part of the Contract. Failure of the Proposer to acknowledge any/all Addenda on his Proposal may be sufficient cause for rejection of his Proposal. The College intends that all Proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by an addendum to this RFP, or in the Proposal. It is the responsibility of each submitting Proposer to ascertain prior to submitting its response that all issued Addenda have been received. Addenda will be posted on the College’s purchasing web site at http://www.mc3.edu/purchasing.

G. References. It is the College’s position that only a Contractor who has demonstrated the ability to successfully deliver Products and Services to an educational facility similar in size and configuration to the College can deliver products and services at the level required by these specifications. Therefore, these specifications have as a standard that all references have a minimum rating of “acceptable performance.”

Each Proposer shall submit as part of its Proposal:

- All current service contracts in PA, to a maximum of twenty-five (25). Educational facility contracts preferred.

All references to be complete with name, contact individual, location, phone number, and type of facility.

H. Financial Statements. Proposer shall submit a copy of its financial statements upon request by the College.

I. Finality of Decision. Any decision made by the College, including the Contractor selection, shall be final.
J. **Release of Claims.** Each Proposer by submitting its Proposal releases the College from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

K. **Contractor Bears Proposal Costs.** A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP. All Proposals submitted will become the property of the College.

L. **Disclosure of Proposal Content.** The laws of the Commonwealth of Pennsylvania require public information be available for examination by all interested parties. No Proposals shall be disclosed until after an award has been made. The College reserves the right to destroy all Proposals if the RFP is withdrawn; the award of the Contract is withdrawn; or otherwise in the normal course of business. Trade secrets or proprietary information submitted by a Proposer in connection with this procurement transaction shall not be subject to public disclosure (except as required by law); however, the Proposer must invoke protection prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. **Proposers shall submit, in a separate section of the Proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Proposers may not declare their entire Proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the Proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered public information.

M. **Exceptions to RFP.** Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP cannot be met. The selected Contractor(s) shall be required and expected to meet the RFP requirements as set forth in this RFP in their entirety, except to the extent exceptions are expressly set forth in the Contractor’s Proposal and those exceptions are expressly accepted by the College and expressly incorporated into the Agreement in writing.

N. **Oral Interview.** The College may require qualified Proposers to participate in an oral interview and negotiation process to discuss their Proposal and to answer any questions the College may have regarding the RFP and Contractor’s Proposal.

O. **Inquiries.** Inquiries for information regarding this Request for Proposals should be submitted in writing and directed to:

Director of Procurement
Montgomery County Community College
Fax: (215) 641-6516
Email: purchasing@mc3.edu
P. Number of Copies. An original, so marked, and six (6) copies, so marked, for a total of seven (7) of your Proposal are required. We request that an electronic copy in PDF format be submitted on an accompanying compact disc or flash drive. Submit proposals in a sealed envelope marked as follows:

[Name of Submitting Firm]  
Proposal for Media Buying Services  
RFP #07-032416RFP-01  
Attention: Purchasing Department  
Time/Date Due: March 24, 2016, 2:00 P.M. EST

Proposers are responsible for having their Proposal stamped by Purchasing Department staff before the deadline for receipt of proposals. The College will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, College will notify the Proposer of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the College to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Proposer or in any way restrain or restrict competition. All responsible Proposers are encouraged to submit proposals.

5. MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided Proposer makes his request to withdraw in writing and the request is received prior to the time specified for Proposal opening. Negligence by Proposer in preparing his Proposal confers no right of withdrawal or modification of his Proposal after such Proposal has been opened.

6. QUALIFICATIONS

Prior to the award of contract, College may require satisfactory evidence to show that the Proposer is fully prepared in every way to perform the Contract timely and that he has been regularly engaged in such business. Proposer shall be prepared to furnish evidence that all certificates and public licenses have been properly maintained, are current, and shall attest that his company has never been defaulted on any public contract. The College may make such reasonable investigations as deemed proper and necessary to determine the ability of a Proposer to perform the work. The Proposer shall furnish the College all such information and data pertinent to the evaluation of the Proposer’s response to this Request for Proposals upon written request from the College.

7. COLLUSIVE PROPOSALS

A. More than one Proposal for one contract from an individual, partnership, corporation, company or an association under the same or different names will be grounds for
rejection of all Proposals in which such Proposer is interested. Any and all Proposals will be rejected if there is any reason for believing that collusion exists among any of the Proposers. Participants in such collusion will not be considered in future Proposals.

B. By submitting its Proposal, the Proposer certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its Proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the products or services, or excluding other persons from dealing with the College.

C. By submitting its Proposal, the Proposer certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or related entity in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

D. Proposer shall submit with their Proposal, a Non-Collusion Affidavit in the form contained in the Proposal Documents.

8. RESERVATION OF RIGHTS

The College reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The College further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial proposal (low bidder). The College reserves the right to request additional information from any or all Proposers. The College reserves the right to negotiate with one or more Proposers concerning their Proposals. The College reserves the right to award contracts to multiple Proposers.

9. PROPOSAL REJECTION

The College reserves the right to reject any and all Proposals, or parts of a Proposal, when a rejection is in the College’s interest. The College reserves the right to reject a Proposer if he is not in a position to perform the contract or has previously failed to perform similar contracts properly or on time.

10. CONTRACT

A. The College reserves the right to award a contract for one or more of the items set forth in the Specifications, or for all items set forth in the Specifications.

B. The College will notify the selected Proposer of the College’s intent to accept his Proposal and to make a formal award of contract to him by the Notice of Intent to Award. The College will include with the Notice of Intent to Award the Agreement to be signed by the
successful Proposer. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Proposer shall furnish (1) Certificates of Insurance as required pursuant to Section 13 of the Instructions to Proposer and the Specifications; and (2) the signed Agreement. The Insurance Certificates and Agreement shall be submitted to the College’s Purchasing Department within the required time period.

C. The entire integrated agreement between the College and Contractor in connection with the supply of Products and Services shall constitute the “Contract Documents” and form the Contract.

D. Failure of the Proposer to whom Notice of Intent to Award has been given to deliver appropriate Certificates of Insurance, or execute the Agreement within the time specified, shall constitute a default by such Proposer and the College may, at its sole discretion, award the contract to another Proposer or re-advertise for Proposals, and the defaulting Proposer shall pay to the College the difference between the amounts of his Proposal and any higher amount for which the College may contract for the required services, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The College may, in its sole discretion, extend the time period for submission of the above items, upon request of Proposer.

11. **STANDARD OF QUALITY**

The various Products and Services specified in the Specifications by name or description are given to establish a standard of quality and of cost for Bid purposes. It is not the intent to limit the Bidder to any one Product or Service specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words “or substitution meeting or exceeding the minimum standard of quality, as determined by the College as evidenced by Addenda.” A Proposal containing a substitution which does not meet the Specifications may be declared non-responsive. Where Products or Services are listed with the words “No Substitutions”, these items are proprietary and the sole acceptable source for these Products and Services, and no substitutions will be permitted.

12. **INSURANCE**

Contractor shall carry such liability insurance as set forth below to fully protect the College from claims which may arise out of or result from the Contractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. No Services shall be started until the College has been provided Certificates of Insurance executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania on a standard form provided by the insurer stating their intention to provide insurance to the Contractor in accordance with these insurance requirements. All Certificates of Insurance must indicate that the College has (through endorsement to the policy) been specifically named as an additional insured. The Certificate of Insurance must also provide that the policy will not be changed, cancelled or allowed to expire until at least thirty (30) days prior written notice has been provided to the College. Such insurance limits shall remain in full force and effect during the term of the Contract. Said insurance certificate must be provided to the College prior to commencement of Services under
the Contract. The certificates of such insurances shall carry an endorsement that the Insurance Company will defend the College as a party in the event the College becomes a party to litigation as a result of the activities or negligence of the Contractor, sub-contractor, or any direct or indirect employee of same under the terms of the Contract for injuries to property or person. Insurance shall be provided by a carrier that has an A.M. Best Rating of not less than “A-,” and a financial rating of VII. The limits of liability shall be no less than:

<table>
<thead>
<tr>
<th>Policy</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Workers Compensation</td>
<td></td>
</tr>
<tr>
<td>Employer’s Liability Insurance</td>
<td>Statutory</td>
</tr>
<tr>
<td></td>
<td>$500,000.00 each accident</td>
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<tr>
<td></td>
<td>$500,000.00 disease each employee</td>
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<tr>
<td></td>
<td>$500,000.00 disease policy limit</td>
</tr>
<tr>
<td>(b) Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and property damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Products/Completed Operations</td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Fire Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(c) Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td></td>
</tr>
</tbody>
</table>

General liability coverages shall be provided by commercial general liability policy on an occurrence basis. The policy date shall predate the Contract. The termination date of the policy shall be no earlier than the termination date of the Contract or later if otherwise specified in the Proposal Documents. Automobile Liability Insurance shall be maintained throughout the term of the Contract to cover owned automobiles; leased, hired, or rented automobiles; employers’ non-ownership liability; medical payments and uninsured motorists. This same coverage is understood to extend to all trucks and motorized equipment.

13. **FAMILIARITY WITH PROPOSED PRODUCTS AND SERVICES**

The Contract is entered into by the College with the understanding that the Contractor, prior to submission of his Proposal, acquainted itself with the requirements of all Instructions to Proposer, Specifications, and other Proposal Documents, and that it has obtained all necessary information for provision of the Products and Services during the term of the Contract. The Contractor shall not at any time after the execution of the Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the Products and Services to be provided under the Contract, and Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.
14. **HUMAN RELATIONS ACT**

The Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 *et seq.*, prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. Contractor does hereby agree to comply with the provisions of this Act, as amended, which are hereby made part of the Contract. Contractor’s attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

15. **ACT 34 CRIMINAL BACKGROUND CHECKS**

Pursuant to Section 1-111 of the Pennsylvania Public School Code of 1949, 24 P.S. §1-111, as the same has been and may be amended from time to time, prior to commencing work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the College site, pursuant to work contemplated in the Contract, (a) a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police central repository contains no such information relating to that person, (b) a report of federal criminal history record information from the Federal Bureau of Investigation, and (c) a written report from each employee or independent contractor, on the Pennsylvania Department of Education’s standardized form, reporting any arrest or conviction for an enumerated offense. Contractor shall produce the original documentation for each prospective employee or independent contractor of such Contractor prior to employment. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing the College with the above-referenced criminal history record information for said prospective employee or independent contractor and receiving back from College acknowledgement that the individual is permitted to work on site. As required pursuant to § 1-111, Contractor shall cause its employees and independent contractors to provide written notice of any subsequent arrests or convictions for any enumerated offense with 72 hours after an arrest or conviction. Contractor shall comply with § 1-111, and any and all amendments thereto at Contractor’s sole cost and expense.

16. **CHILD PROTECTIVE SERVICES BACKGROUND CHECKS**

Prior to commencing the work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the College site, pursuant to any work contemplated in the Contract, an official clearance statement obtained from the Pennsylvania Department of Public Welfare, pursuant to Section 6344 of the Child Protective Services Act, 23 Pa.C.S. §6344(b)(2), as the same has been or may be amended from time to time. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing the College with the above-referenced clearance statement for prospective employees or independent contractors, and receiving an acknowledgement from the College that the individual is not named in the Statewide child abuse database as either an alleged perpetrator in a pending investigation, or the perpetrator in a founded or indicated report. Contractor shall comply with all amendments to this Act at Contractor’s sole cost and expense. Contractor shall provide its employees with mandatory child abuse recognition and reporting training per Act 126 of 2012.
17. **ACT 168 EMPLOYMENT HISTORY REVIEW**

Pursuant to § 1-111.1 of the Pennsylvania Public School Code of 1949, 24 P.S. Section 1-111.1, as the same has been or may be amended from time to time, prior to commencing work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the Owner’s site, pursuant to work contemplated in the Contract, a Pennsylvania Sexual Misconduct/Abuse Disclosure Release form for each of such employee’s or independent contractor’s (a) current employer, (b) former employers considered school entities as defined therein, and (c) former employers where said employee or independent contractor had direct contact with children. Contractor shall provide the Owner with an affidavit affirming that all of the current and former employer’s responses came back with no affirmative responses regarding any of Contractor’s employees or independent contractors contemplated to work on the Owner’s site. Contractor shall not allow, and the Owner will not permit, any employee or independent contractor with any such affirmative responses indicated on any of the Sexual Misconduct/Abuse Disclosure Release forms on the Owner’s site. In any instance where any current or former employee with regard to this paragraph is not responsive and/or fails to return any Sexual Misconduct/Abuse Disclosure Release form regarding any employee or independent contractor, the Owner must approve said employee’s or independent contractor’s placement on the Owner’s site. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing the Owner with the above-referenced employment history review information for said prospective employee or independent contractor.

18. **WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES; ECONOMIC LOSS**

A. The Contractor waives claims against the College for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to:

(i) Consequential damages incurred by Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Products and Services.

(ii) Incidental damages incurred by Contractor including, but not limited to, costs resulting from stopping performance under the Contract.

B. The above waiver is applicable, without limitation, to all consequential and/or incidental damages, due to the termination of the Contract by Contractor or the College.

C. The Contractor shall have no claim or right of recovery of damages against the College for economic loss sustained, in whole or in part, by any act or omission of the College to the extent that such act or omission constitutes a breach of contract. Specifically, and without

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1 Direct Contact with Children is defined as “the possibility of care, supervision, guidance or control of children or routine interaction with children.” 24 P.S. §1-111.1(m)
limiting the generality of the foregoing, Contractor shall have no claim against the College for economic loss based upon any tort, including, without limitation, negligence, negligent misrepresentation or any other tort-based theory of liability.

19. **TAXES**

   A. Contractor is responsible for sales taxes and any other applicable taxes related to the Services provided under the Contract.

   B. The College is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the College and the Contractor, as the taxes shall be an obligation of the Contractor and not of College, and College shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

20. **ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND STANDARDS**

   A. Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

   B. The Contractor shall comply with any and all laws, rules, regulations, ordinances, and College policies, applicable to providing the Products and Services contemplated under the Contract. The Contractor, including its employees and agents, shall be responsible for knowing the College’s policies concerning appropriate behavior of persons in its schools, and on its properties including for example, the prohibitions of sexual harassment, alcohol and smoking, and shall comply with all such policies. In the event any federal, state, local or other governmental body’s laws, rules, ordinances or regulations are revised, changed or amended, or in the event there are revisions, changes or amendments to the College’s policies, the Contractor shall comply with all such revised, changed or amended laws, rules, ordinances regulations or policies, at no additional cost to the College.

   C. All Products and Services to be furnished by the Contractor and the Contractor’s working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Occupational Safety and Health Act.

21. **CONTRACT TERM**

   Unless specified otherwise, the initial term of the contract shall be one (1) year. Upon mutual written consent, the contract may be renewed for an additional one-year term.
22. **PAYMENT**

Invoices received and approved by the College, by the first of the month, will be paid within thirty (30) days. Contractor will be paid in accordance with the foregoing schedule, provided all Products and Services for which payment is requested have been completed in accordance with the Contract and Contractor is in full compliance with all requirements of the Contract. Late payments shall be interest at the rate of three percent (3%) simple interest per annum. If applicable, Contractor shall submit with its invoices payroll certifications evidencing the number of hours worked per employee (e.g. the employee’s position, number of hours worked per week, building(s) worked in, etc.) and such other information reasonably requested by the College to establish the minimum number of hours are being provided, which payroll certifications shall be in such form as is reasonably satisfactory to the College. If Contractor fails to provide the minimum number of hours required, the College may deduct from Contractor’s monthly payment the total cost of labor and benefits (at the hourly rates set forth on Contractor’s Proposal) for those hours not worked.

23. **TIME PERIOD FOR PERFORMANCE OF WORK**

A. The time for delivery of Products and Services upon issuance of a purchase order or notice from the College is designated in the Specifications. Time is of the essence in providing all Products and Services required by the Contract.

B. In the event Contractor shall neglect or refuse to provide or complete the Products and Services as required, or any part thereof, or to replace any Products or Services which are rejected, then the College is authorized and empowered to purchase Products and Services in conformity with the Contract from such other party or parties, and in such manner as it shall elect at the expense of the Contractor, or to cancel the Contract; reserving to itself, nevertheless, all rights for damages, including attorney’s fees, legal costs, and additional professional fees, which may be incurred by the College. The foregoing rights and remedies shall be in addition to, and not in limitation of, any other rights and remedies available to the College at law or in equity.

24. **WARRANTY**

A. **Services**. All Services shall be guaranteed by Contractor against defects in workmanship and materials. During the term, Contractor shall agree to promptly remedy, at Contractor’s expense, any defects in such Services, including, without limitation, any damage caused, in the sole judgment of the College, by defective or inferior Services, workmanship or materials. Contractor shall re-perform all rejected Services. If these defects are not remedied within five (5) days from notice received, the College shall have the right to have any and all defective Services re-performed by another party and the Contractor agrees to pay all cost incurred thereby.

B. The foregoing warranties shall be in addition to, and not in limitation of any other warranties available to the College under the Contract Documents or at law or in equity.
25. **DELAY AND EXTENSIONS OF TIME**

If Contractor is delayed at any time in the progress of the work by any act or neglect of the College, its agents or employees, any separate Contractor employed by College or by changes ordered in the services, labor disputes (excluding labor disputes involving Contractor’s employees), fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or by any other cause beyond the reasonable control of the Contractor, Contractor’s exclusive remedy shall be an extension of time allowed for completion of the work under the Contract. This extension of time shall not act as an entitlement for damages due and owing the Contractor for said delay. Under no circumstances shall Contractor be entitled to claim or recover payment, compensation or damages for any delays from any cause whatsoever in the progress of the work, notwithstanding whether such delays be avoidable or unavoidable.

26. **GOVERNING LAW.**

The Contract shall be governed by the law of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. As between the College and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued as provided by the laws of the Commonwealth of Pennsylvania. The College reserves all rights and privileges applicable to it pursuant to the doctrine of nullum tempus occurrit regi.

27. **CLAIMS AND DISPUTES.**

Claims, disputes or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Montgomery County and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable rules of civil procedure. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the schedule of completion of the Project.

28. **RIGHT TO CONTRACT WITH OTHERS**

The College reserves the right to contract with other service providers for additional products and services.

29. **ASSIGNMENT AND SUBCONTRACTING**

The Contractor shall not assign, convey, encumber, subcontract, or otherwise transfer its rights or duties under the Contract, in whole or in part, without the prior written consent of the College. A description of any work the Contractor proposes to subcontract shall be submitted to the College for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any
subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the College for all work performed by any subcontractor or special consultant.

30. NON-APPROPRIATION OF FUNDS

Any resultant contract shall terminate immediately upon exhaustion of properly appropriated funds should the Board of Trustees fail to appropriate sufficient funds for its continuation. If the College determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the Products and Services described in the Contract, the College’s obligation under the Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

31. SUBMISSION OF DOCUMENTS

Services shall not be started before all insurance documents, background checks and child abuse clearance records have been received by the College.

32. OWNERSHIP OF DOCUMENTS

A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under any resultant contract shall, at the option of College, become College property and shall be delivered to and remain the property of College upon completion of the work or termination of the Contract. The College shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

B. Any documents provided to the Contractor by the College shall be returned to the College upon request.

33. ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION

A. In submitting its Proposal, the Contractor certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the Products or Services to be ordered as a result of this Request for Proposals.

B. Unless specified otherwise in the Contract, the Contractor shall pay all royalty and license fees relating to the items covered by the Contract.

C. In the event any third party shall claim that the manufacture, use and sales of the Products or Services offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the College from any cost, expense, damage or loss incurred in any manner by the College on account of such alleged infringement.
34. **ADDITIONAL SERVICES**

The College may add to the scope of Products and Services or make changes in the scope of Products and Services to other products and services of a similar nature to those specified in the Specifications of this Request for Proposals as mutually agreed to and at a price mutually agreed upon.

35. **NONDISCRIMINATION**

If the resultant contract exceeds $10,000, during the performance of the contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will include the provisions of the foregoing subparagraphs A, B and C in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or supplier.

36. **PRECEDENCE OF DOCUMENTS**

Unless otherwise noted, the precedence of documents shall be as follows: the Contract, the Request for Proposals and the Contractor’s response to the Request for Proposals.

37. **ANTI-TERRORIST COLLUSION CLAUSE**

The College must require that investment advisers, investment service providers and/or investment entities guard against making investments with banks and companies that may have hidden terrorist links.
PROPOSAL FORM

MEDIA BUYING SERVICES

Montgomery County Community College
Purchasing Department
Room 121 College Hall
340 DeKalb Pike, Blue Bell, PA 19422
Attn: Purchasing

Date: __________________________

Ladies and Gentlemen:

PROPOSAL SUBMITTED BY:

__________________________________________________________________________

(Name of Proposing Firm)

__________________________________________________________________________

(Address)

Deliver unopened Proposals to place and person indicated in the Invitation to Submit Proposal. Deliver this Proposal on or before date and prevailing local time indicated in the Invitation to Submit Proposal. Proposals will be opened and read at time and place indicated in the Invitation to Submit Proposal.

Ladies and Gentlemen:

Having carefully examined the Proposal Documents, including all specifications, the facilities, and all conditions affecting the Products and Services, the undersigned hereby proposes to provide all Products and Services in strict accordance with the Proposal Documents and all Addenda (if any) as indicated below:

ADDENDUM NO. ____ DATED _______ ADDENDUM NO. ____ DATED _______

inclusive, for following total fees:

<table>
<thead>
<tr>
<th>Service(s)</th>
<th>July 1, 2016 to June 30, 2017 Fee Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traditional Media</td>
<td></td>
</tr>
<tr>
<td>Digital Media</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fees</strong></td>
<td></td>
</tr>
</tbody>
</table>
I agree that if the College desires additional services beyond those specified in the Contract, that I will use commercially reasonable efforts to provide such additional services at a cost not to exceed the hourly rates set forth below. Any additional services shall be by mutual agreement of the College and Contractor and memorialized in writing prior to performance of said services.

All dollar amounts are stated in United States Dollars.

My Proposal will remain firm for the period of time indicated in the Instructions to Proposers.

The Products and Services shall be completed during the term of the Contract, commencing on ________________, 20__.

This Proposal is submitted in accordance with and subject to all terms and conditions of the Proposal Documents which are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were reported at length herein.

When the Proposer is an individual:

WITNESS:

_________________________ (SEAL)
Signature of Individual

Trading and doing business as:

_________________________

When the Proposer is a partnership:

WITNESS:

_________________________ Name of Partnership

_________________________ By: _______________________(SEAL)

_________________________ By: _______________________(SEAL)

_________________________ By: _______________________(SEAL)

_________________________ By: _______________________(SEAL)

When the Proposer is a corporation:
Name of Corporation

Attest: ___________________________ By: ___________________________
Secretary/Assistant Secretary President/Vice President

(CORPORATE SEAL)

__________________________ is a corporation organized and existing under the
laws of ____________________ and has (has not) been granted a certificate of authority to
do business in the State of Pennsylvania.

When the Proposer is a limited liability company:

WITNESS: ____________________________

__________________________ By:__________________________ (SEAL)
(Name of Limited Liability Company)
Print Name: ____________________________
(Managing) Member

__________________________
By:__________________________ (SEAL)
Print Name: ____________________________
Member

__________________________
By:__________________________ (SEAL)
Print Name: ____________________________
Member

__________________________
__________________________
is a company organized and existing under the laws
of ____________________ and has (has not) been granted a certificate of authority to do
business in the State of Pennsylvania.

END OF DOCUMENT
FORM OF NON-COLLUSION AFFIDAVIT

State of __________________________ : SS
County of __________________________ :

I state that I am __________________________ of __________________________

>Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm, and its Owners, Directors and Officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal.

I state that:

1. The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.

2. Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Proposal opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.

4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

5. __________________________, its affiliates, (Name of My Firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public
contract except as follows:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

I state that ____________________________________________________________ understands

(Name of My Firm)

and acknowledges that the above representations are material and important, and will be relied on by MONTGOMERY COUNTY COMMUNITY COLLEGE in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from MONTGOMERY COUNTY COMMUNITY COLLEGE of the true facts relating to the submission of Proposals for this contract.

____________________________________

(Name)

____________________________________

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _______ DAY

OF ____________________, 20___

____________________________________  My Commission Expires

Notary Public
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Proposal. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.

3. Proposal rigging and other efforts to restrain competition, and the making of false SWORN statements in connection with the submission of Proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all of persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.

4. In case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal Documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “Complementary Proposal” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of Proposals higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any other form of Proposal submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the Proposal.

7. A Proposer’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a Proposal from or awarding a contract to that Proposer, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

END OF DOCUMENT
SPECIFICATIONS

1. Overview

In order to develop media plans that result in a strong return on investment, Montgomery County Community College (MCCC) is seeking proposals from qualified media-buying agencies to research, plan, buy, track and report on media purchases.

The types of media purchases will likely include, but not necessarily be limited to:
- Digital – SEM, content, retargeting, social media, etc.
- Newspaper print ads
- Magazine ads
- Periodical advertising
- Radio
- Transit
- Outdoor and out-of-home
- Television and Cable

The contracted media buyer must have the ability to present proposed schedules for media buys, based on current ratings or circulation information, within five business days of being requested to do so. Special announcements would need to be scheduled within 48 hours. All schedules should include an analysis showing why the specified media was chosen, the projected reach and frequency and the estimated cost.

MCCC’s senior staff must approve media schedules before they are implemented. It is expected that the media buying agency will use the most recent demographics and ratings data available at the time of planning to determine media purchases. It is expected that the media buying agency will negotiate as much added value as possible. This may take the form of bonus airtime, program or event sponsorships and other appropriate opportunities. All planned media buys are to be kept confidential until the actual rollout of the campaign(s). The contracted media buying agency must not release information about campaigns at any time without the prior approval from MCCC.

MCCC’s Marketing & Communications staff will provide all creative materials along with campaign direction. Staff members will rely on the contracted agency to provide specifications, including, but not limited to newspaper and print advertising publication sizes, online/new media advertisement dimensions and required file formats for all mediums.

Proposers may respond for one or both portions of the media buying scope of work (Digital and Traditional). MCCC may select one agency in each area if a vendor provides a strong case for providing a competitive advantage in one area only.

2. Scope of Work
   a. Digital Media Buying
      i. Develop multiple digital media plans throughout the year to support:
1. Brand and image campaigns and advertising to enhance the College’s reputation to a range of audiences
2. Increase the enrollment in Credit and Non-credit courses and programs

ii. Recommend how to best use the following marketing channels per audience:
   1. Online advertising (online advertising, email marketing, etc.)
   2. Google key word, SEM and SEO
   3. Facebook, Twitter, and all other social media

iii. Research, evaluate, recommend and place all digital media opportunities

iv. Manage and optimize all digital media buys on an on-going basis to ensure the maximum effectiveness and ROI

v. Track, analyze and report on all digital campaigns on a regular basis

vi. Stay ahead of trends in digital media marketing and make regular recommendations for incorporating all such platforms into any marketing plans and activities.

vii. Recommend institutional tracking and fulfillment procedures for the entire student lifecycle to measure the effectiveness of paid campaigns

viii. Provide account services including (but not limited to):
   1. Reports of campaign activities and costs upon request
   2. Schedules of production work per campaign
   3. Digital files or output of ads, printed samples, and tear sheets of media appearances

b. Traditional Media Buying

i. Develop multiple traditional media plans throughout the year to support:
   1. Brand and image campaigns and advertising to enhance the College’s reputation to a range of audiences
   2. Increase the enrollment in Credit and Non-credit courses and programs

ii. Research, evaluate, recommend and place all traditional media opportunities

iii. Recommend how to best use the following marketing channels per audience:
   1. Print advertising
   2. Outdoor advertising (bus, subway, etc)
   3. Broadcast media (television, radio, podcasts, etc.)
   4. Special events/ Event sponsorships
   5. College guides and higher education publications
   6. Trade opportunities as they relate to MCCC’s programs

iv. Track effectiveness and ROI on all activities and provide regular and detailed reports on all integrated marketing efforts.
v. Recommend institutional tracking and fulfillment procedures for the entire student lifecycle to measure the effectiveness of paid campaigns

vi. Provide account services including (but not limited to):
   1. Reports of campaign activities and costs upon request
   2. Schedules of production work per campaign
   3. Digital files or output of ads, printed samples, and tear sheets of media appearances

3. Requested Information

Please be sure that your response includes, but is not limited to, the following informational items. Please answer every bullet point, even when the answer is “not applicable”. Please organize all content in your responses to match the RFP categories and bulleted points below. These categories will be the basis for internal response assessment and review.

The following information must be furnished in the Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response.

The proposal should be prepared in a clear and concise manner. It should address all appropriate points of this RFP.

In general, proposals submitted in response to this RFP must demonstrate that the proposed firm and, in particular, the project team will have:

- Substantial experience in negotiating and buying media placements in the Greater Philadelphia area and surrounding markets
- Proven, results-oriented background in the offered services
- Added value the firm brings to the engagement

Note: Responses should not be simply YES replies. Firms should describe how they plan to meet the stated requirements for those services being offered. Any other information that may be relevant but does not fall into the above questionnaire should be provided as an appendix to this volume.

a. Firm Profile

   i. Provide a description of your firm’s relevant qualifications to perform the requested and offered services. Also, please include the following information:
      1. Agency overview, corporate background, mission statement, and/or philosophy
      2. Primary business focus or specialty
      3. Headquarters location
      4. Number of years your company has been in business
      5. Length of experience in providing media buying services
      6. Size of company and number of employees by job classification
      7. Gross billings of the firm for the last five (5) years
8. Total billings matrix by media (percentage) for the categories of: Network TV, Spot/Cable TV, Magazine, Newspaper, Out-of-home, Radio, Direct, Interactive, Market Research/strategy/branding, Online marketing, Digital design and development; customer relationship management services

9. List of top ten (10) clients by billing for all services that the firm provides

10. List of top ten (10) clients by billing for each of the services being offered to the College

11. The number and names of higher education clients and firm’s industry experience in higher education

12. Competitive research capabilities

13. Any other notable facts that may demonstrate your firm’s unique qualifications and aid in the selection process.

b. Approach to Contract/Questionnaire

i. Agency’s Philosophy, Culture, and Approach

1. Describe your firm’s philosophy and culture

2. Describe how your firm aligns its philosophy and culture to with a client’s philosophy, culture, vision and strategies

3. Explain how the firm intends to provide the required services throughout the term of the contract

4. Summarize any problems which might be expected and proposed solutions to those anticipated problems

ii. Questionnaire

Complete the “Questionnaire” Form for all sections that are applicable to the services being offered by the Firm included.

The responses shall be developed specifically in response to this RFP rather than a collection of generic statements related to the proposer’s services in general.

The purpose of this questionnaire is to display full comprehension of the services being offered to the College and how such services will be. Please give detailed information, where indicated.

1. Digital Media Buying Questionnaire

   a. Describe how strategy and research is used to match digital media proposed to specific target audiences.

   b. Describe your capabilities and experience with paid online media, including but not limited to digital advertising, including search engine marketing, display ads, mobile, retargeting, social media sites, and other interactive activities. Discuss the effectiveness of these campaigns in serving the desired objectives and intended outcomes.
c. Describe technologies and resources used to identify, recommend, place, track, measure, analyze and optimize media placements. Clearly demonstrate skills for developing innovative media placement strategies.

d. Describe the firm’s capability to negotiate media opportunities and rates, secure special placement, and gain value-added opportunities for cost-effective placement. Specifically describe experience and success stories.

e. Describe your relationship or partnership with any technology or capability providers that could enhance MCCC’s advertising promotions (i.e.: SEO partners, retargeting, web programmers, copywriters, etc.).

f. Describe how your firm stays technologically current and competitive

g. Provide samples of monthly reports regarding reach, audited circulation, performance, and post-buy analysis and evaluation.

h. Describe agency’s experience in making similar digital media buys for higher education institutions with enrollment of 20,000 or more students.

i. Provide a list of clients for whom you serve as the primary media buying agency of record for digital placements.

j. Describe agency’s fee structure for planning and placing each media channel. Include detailed commissions rates information.

2. Traditional Media Buying Questionnaire

a. Describe how strategy and research is used to match traditional media proposed to specific target audiences.

b. Describe your capabilities and experience with traditional media, including but not limited to outdoor, transit, TV, radio, print. Discuss the effectiveness of these campaigns in serving the desired objectives and intended outcomes.

c. Describe technologies and resources used to identify, recommend, place, track, measure, analyze and optimize media placements. Clearly demonstrate skills for developing innovative media placement strategies.

d. Describe the firm’s capability to negotiate media opportunities and rates, secure special placement, and gain value-added opportunities for cost-effective placement. Specifically describe experience and success stories.

e. What is the firm’s dollar volume of media placed in the Philadelphia DMA over each of the last three years?

f. Provide a list of clients for whom you serve as the primary media buying agency of record for non-digital placements.
g. Describe agency’s experience in making similar media buys for higher education institutions with enrollment of 20,000 or more students.

h. Provide samples of monthly reports regarding reach, audited circulation, performance, and post-buy analysis and evaluation.

i. Describe agency’s fee structure for planning and placing each media channel. Include detailed commissions rates information.

c. Firm Experience
   i. The Proposer is to provide three (3) contracts on which he/she deems the most similar or relevant to the MCCC requirements and the services being offered by the Firm. Use client and short case studies to illustrate performance examples for the specific services being offered. Higher consideration will be given to contracts with higher education academic institutions environment. Higher consideration will also be given to contracts that demonstrate expertise and experience in the specific services being offered to the College. The following is to be provided:
      1. Client name, address, contact person and telephone number including area code and extension of contact person
      2. A brief, but informative description of the specific services provided
      3. The dollar volume for the contract/project
      4. The name of your Account Manager assigned to this contract
      5. The term of the contract (start date and completion date); if ongoing, please state as such

   ii. Key Personnel/Staffing Qualifications
      1. Firms are to present a plan for the management and staffing of the media buying services being offered to be provided to the College. The Plan shall delineate between full-time and part-time employees, as well as, associated schedules and labor hours.
      2. Provide an organizational chart showing the management structure of the firm with a description of the qualifications, credentials and the location of upper level management and regional management support staff, as well as, those actually assigned and dedicated to manage this account. Information to be included is the following:
         a. Key Personnel’s Names, Titles, and Roles
         b. Area of expertise
         c. Geographical location
         d. Brief description of qualifications and credentials
      3. Key Personnel Resumes
         a. Firms should provide a brief, but informative resume or curriculum vitae for the person(s) who they propose to be the Executive-in-Charge and the Account Manager under this contract.
d. References
   i. Provide three (3) contract/client references on the proposed Account Manager inclusive of contact person, and phone number. Such references are to be contract references not employment references. It is important that such references can speak to the performance of the person in the role to be assigned for the services being offered to the College.

Only the short-listed firms will have the references of their Key Personnel contacted, however, all firms responding must supply this information within their Proposals. Please be sure that accurate information is provided and that the contact person is capable of speaking to your firm's capability in performing the services required. References will be held in the strictest of confidence. In addition, the College reserves the right to check other sources available, including itself, if not provided as such by the Proposer. Such references are to be from different contracts; that is, only one reference per contract is allowed.

NOTE: Personnel Commitment: By submitting the name of the Executive-in-Charge and the Account Manager and other Key People for consideration, the Proposer is committing this(ese) individual(s) to MCCC for this contract, if awarded. No personnel changes will be permitted without written authorization from the College via a contract amendment.

4. Evaluation Criteria

A selected committee will use the following criteria to evaluate those proposals which meet the requirements of these specifications:
   a. Ability to develop and execute innovative media strategies that can outperform typical approaches
   b. Demonstrate substantial buying power in regional DMA
   c. Ability to track, analyze, report on and optimize the campaigns
   d. Demonstrate expertise in a broad range of media channels
   e. Understanding of higher education market
   f. Fee structure
   g. Qualifications of organization and relevant staff
   h. References

MCCC’s Purchasing Department may invite one or more qualified responsive firms to present their proposals to, and at the request of, the MCCC selection committee. Those meetings shall be held at a location to be determined on MCCC’s Central Campus, Blue Bell, PA, at a date and time also yet to be determined. Firms invited to present will be expected make a 15-20 minute proposal presentation to include examples of research conducted, campaigns developed, and post-buy analysis for similar clients and to then be prepared to take questions from the decision making panel.

END OF DOCUMENT