



JOLIET JUNIOR COLLEGE

1901

**JOLIET JUNIOR COLLEGE
ILLINOIS COMMUNITY COLLEGE DISTRICT #525**

**(Business & Auxiliary Services)
1215 Houbolt Road
Joliet, Illinois 60431-8938**

INSTRUCTIONS TO BIDDERS

Sealed proposals are invited for **FLEXIBLE COMMUNICATION SYSTEM** pursuant to specifications. Vendors who do not submit a bid or who do not respond with a "no bid" will be removed from our vendor list for this item.

PROPOSALS:

Proposals will be received electronically and publicly read aloud by the Joliet Junior College via Microsoft Teams at the date and time hereinafter designated. You are invited to be present if you so desire.

PLACE: [CLICK HERE TO JOIN THE PUBLIC BID OPENING AT THE DUE DATE & TIME](#)

DATE: **JUNE 20, 2023**

FAXES ARE NOT ACCEPTABLE

TIME: **10:00 AM**

Proposals received after this time will not be accepted.

Proposals must be submitted through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. A step-by-step supplier registration guide is posted to the college's website for your reference. General supplier guides are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

Registration Link:

<https://supplier.esmsolutions.com/registration#/registration/contactInformation/>

General Supplier Guide (ESM Documents):

<https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides>

Supplier Registration Guide (JJC Document):

<https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier%20Registration%20Screenshots%20Final.pdf>

PRE-BID MEETING: NOT REQUIRED

DELIVERY:

All prices must be quoted F.O.B., Joliet Junior College, 1215 Houbolt Road, Joliet, IL 60431 unless otherwise noted.

TAX EXEMPTION:

Joliet Junior College is exempt from Federal, State, and Municipal taxes.

SIGNATURE ON BIDS:

Joliet Junior College requires the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents and that these instructions to bidders are a part of the specifications.

BIDDING PROCEDURES:

1. No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.
2. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
3. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the College who will, if necessary, send written addendum to all bidders. The college will not be responsible for any oral instructions. All inquiries shall be directed to the Senior Director of Business & Auxiliary Services. After bids are received, no allowance will be made for oversight by bidder.

SUBSTITUTIONS:

1. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
2. Any dealer bidding an equal product must specify brand name, model number, and supply specifications of product. The Board shall be the sole judge of whether an article shall be deemed to be equal.
3. A bidder's failure to meet the minimum specifications as listed may result in disqualification of his bid.

REJECTION OF BIDS:

The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at its discretion, only certain items quoted on. The College Board also reserves the right to reject the proposal

of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract.

BUSINESS ENTERPRISE PROGRAM (BEP):

MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), [Business Enterprise Program \(BEP\)](http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx) web site to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to <http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification.

For applicable projects, vendors may be asked to submit a utilization plan and letter of intent that meets or exceeds the identified goal. If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

PROPRIETARY INFORMATION:

Vendor should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While JJC will endeavor to maintain all submitted information deemed proprietary within JJC, JJC will not be liable for the release of such information.

ACKNOWLEDGEMENT OF ADDENDA:

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

FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.

Bidders who obtain a copy of the bid from our web site are responsible for checking back on the site for any addenda issued.

CLERICAL ERRORS:

If applicable, all errors in price extensions will be corrected by Joliet Junior College and totals for award determination corrected accordingly, unless the bidder specifies that no change be made in the total submitted. In this case, all incorrect price extensions will be noted at "lot", and award determination made on the basis of total price submitted.

SAMPLES:

Bidder may be required to furnish samples upon request and without charge to the College.

BID SECURITY: NOT REQUIRED**PAYMENTS:**

Certified Payroll: **NOT REQUIRED**

Partial Lien Waivers: **NOT REQUIRED**

Final Lien Waivers: **NOT REQUIRED**

INSURANCE:**Consulting and Professional Services – IT Insurance Requirements**

Worker's Compensation (Coverage A) as required by Illinois statutes, for all employees engaged in the work.

Employers' Liability Insurance (Coverage B) – Minimum of \$500,000

Commercial Liability, Bodily Injury and Property Damage Insurance against any claim(s), which might occur in carrying out the services, referenced in this RFP. Minimum coverage will be ONE MILLION DOLLARS (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations.

Motor Vehicle Insurance for all owned, non-owned and hired vehicles that are used in carrying out the services described in this RFP. Minimum coverage shall be ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

Professional Liability (Errors and Omissions Liability), including Network Security and Privacy Liability: The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract.

In the event that the professional liability insurance required by this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the contract.

If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks:

- Liability arising from theft, dissemination, and/ or use of confidential information (a defined term including, but not limited to, bank account and credit card account information and personal information, such as name, address, social security numbers, etc.) stored or transmitted in electronic form

- Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

Additional Requirements:

- The policy shall provide a waiver of subrogation
- The policy shall be endorsed to include additional insured language, such as: "Joliet Junior College, its affiliated organizations, successors, or assignees and its officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."

Minimum Limits	
Per Loss	\$1,000,000
Aggregate	\$1,000,000

Crime Coverage, if applicable: Coverage shall include employee dishonesty, forgery, or alteration and computer fraud. If Contractor is physically located on Joliet Junior College premises, third-party fidelity coverage extension shall apply.

The policy shall include coverage for all employees of the Contractor.

- The bond or policy shall include coverage for extended theft and mysterious disappearance.
- The bond or policy shall not contain a condition requiring an arrest and conviction.

Minimum Limits	
Per Loss	\$1,000,000.00

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where Joliet Junior College is named as an additional insured, Joliet Junior College shall be an additional insured to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to Joliet Junior College, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to Joliet Junior College, **attention to Karen Brown-Kissel, Vice President of Finance and Administrative Services, at 1215 Houbolt Road, Joliet, IL, 60431**. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify Joliet Junior College of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do

business in the state of Illinois and with an “A.M. Best” rating of not less than A- VII. Joliet Junior College in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage: Contractor shall furnish Joliet Junior College with certificates of insurance (ACORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by Joliet Junior College before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this contract shall be sent directly to Joliet Junior College at the address shown. The project/ contract number and project description shall be noted on the certificate of insurance. Joliet Junior College reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.

Subcontractors: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies, or Contractor shall furnish to Joliet Junior College separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Approval: Any modification or variation from the insurance requirements in this contract shall be made by the risk management department or the Vice President of Finance and Administrative Services, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

PERFORMANCE BONDS: NOT REQUIRED

LAWS AND ORDINANCES:

In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.

SEX OFFENDER REGISTRATION REQUIREMENT NOTIFICATION:

Illinois Compiled Statutes (730 ILCS 150/2) requires that any person who is required by law to register as a sex offender and who is either a student or an employee at an institution of higher education, must also register with the police department of the institution they are employed by or attending. For purposes of this act, a student or employee is defined as anyone working at or attending the institution for a period of five (5) days or an aggregate period of more than thirty (30) days during a calendar year. This includes persons operating as or employed by an outside contractor at the institution. Anyone meeting the above requirements is required to register at the Campus Police Department located in G1013, within five (5) days of enrolling or becoming employed. Persons failing to register are subject to criminal prosecution.

DAMAGE AND NEGLIGENCE:

The Contractor agrees to indemnify and save harmless the College and employees from and against all loss, including costs and attorney's fees, by reasons or liability imposed by law upon the College for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of use thereof as provided in the

General Conditions and Supplementary Conditions.

College shall not be responsible for damages, delays, or failure to perform on its part resulting from acts or occurrences of force majeure. "Force majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, floods and other adverse and inclement weather conditions; (b) fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance; (c) labor dispute, strike, work slow down, picketing, primary boycotts, secondary boycotts or boycotts of any kind and nature, or work stoppages; (d) any law, order, regulation ordinance, or requirement of any government or legal body or any representative of any such government or legal body; (e) inability to secure necessary materials, equipment, parts or other components of the project as a result of transportation difficulties, fuel or energy shortages, or acts or omission of any common carriers; or (f) any other similar cause or similar event beyond the reasonable control of College.

INVESTIGATION OF BIDDERS:

The College will make any necessary investigation to determine the ability of the bidder to fulfill the proposal requirements. Joliet Junior College reserves the right to reject any proposal if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.

DISCLOSURE:

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

APPRENTICESHIP AND TRAINING PROGRAMS: NOT REQUIRED**SUBCONTRACTORS:**

Bidders must state on the proposal form all subcontractors he intends to use for this project. Failure to do so may be cause for rejection of bid.

PREVAILING WAGE RATE: NOT REQUIRED**BID QUANTITIES:**

The College Board will reserve the right to increase or decrease, within reasonable limits, such quantities as need requires and at the unit price stated.

BID AWARDS:

The successful contractor, and/or any contractor shall not proceed on this bid until it receives a purchase order from the college. Failure to comply is the risk of that contractor.

TERMINATION OF FUNDING:

JJC's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed under this Contract up to the effective date of termination. JJC shall give notice of such termination for funding as soon as practicable after JJC becomes aware of the failure of funding.

CHANGES TO CONTRACT AFTER BID AWARD:

There shall be no deviations from any work without a written change order. All change orders must be approved by the Senior Director of Business & Auxiliary Services or Vice President of Finance and Administrative Services as well as executed by the successful contractor.

If a change order or aggregate of change orders are 10% or more of the contract price, and such change orders are not approved, in writing, by either the Senior Director of Business & Auxiliary Services or Vice President of Finance and Administrative Services, the successful contractor shall not be entitled to any type of compensation for services or materials provided.

GENERAL:

Joliet Junior College is committed to a policy of non-discrimination on the basis of sex, handicap, race, color, and national or ethnic origin in the admission, employment, educational programs, and activities it operates. Inquiries should be addressed to the Chief Human Resources Officer.

The contractor (or vendor) shall agree to save and hold harmless the Joliet Junior College, the members of its College Board, its agents, servants and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing out of the performance of, or failure to perform its contract.

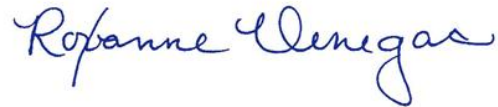
The parties to any contract (inclusive of subcontractors) resulting from this bid hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this bid must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder who submits a bid or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

The Customer reserves the right to request additional information after your proposal has been submitted.

BLACKOUT PERIOD:

After the College has advertised for bids, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such bidders or sub-bidders making such request shall be made in writing at least seven (7) days prior to the date for receipt of bids. No vendor shall visit or contact any College officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response.



Roxanne Venegas
Purchasing Manager

JOLIET JUNIOR COLLEGE
ILLINOIS COMMUNITY COLLEGE DISTRICT #525
(Business & Auxiliary Services)
1215 Houbolt Road
Joliet, Illinois 60431-8938
Telephone: (815) 280-6640
Fax: (815) 280-6631

INFORMATION PERTAINING TO OUR BIDS CAN BE FOUND AT THE FOLLOWING WEBSITE:
<http://www.jjc.edu/community/vendors>

QUESTIONS PERTAINING TO OUR BIDS CAN BE SUBMITTED THROUGH THE ESM ELECTRONIC SOURCING SOLUTION.

CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

SIGNATURE OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM **MUST** BE SCANNED AND SUBMITTED WITH YOUR ELECTRONIC BID.

**Joliet Junior College
Request for Bid
FLEXIBLE COMMUNICATION SYSTEM**

SPECIFICATIONS:

Joliet Junior College is seeking a flexible communication system that meets or exceeds the following specifications:

Term:

One year with the option to renew for up to 2 additional one-year terms upon agreement of both parties

License:

- Includes text messaging features
- Includes email messaging features
- Includes cloud-based data hosting services
- Includes online lead collection form with institutional branding
- Includes mobile app command center
- Includes one year of technical support & maintenance

Implementation Services:

- Site & account creation
- Institutional branding
- Data import
- EMS/SIS integration (Does software easily integrate with Ellucian Colleague and/ or Workday? Please articulate integration options, processes, etc.)
- Web-based training
- Single-sign-on authentication
- Project Methodology and Implementation Process
- Scope, Limitation, Dependencies and Assumptions
- Change Management Procedure and User Adoption
- Quality Assurance and Testing Strategy
- Estimated Project Timeline
- Training Strategy and Training Materials
 - Administration
 - Users
 - Web and Form Developers for each solution component proposed
- Escalation Procedure during Project Implementation

It is expected that the selected vendor will utilize JJC's project management tools in the execution of this project. JJC uses Microsoft Teams as their go-to collaboration tool for project communication, document storage and collaboration. This will serve as a final repository for all Project artifacts and associated pertinent project files. It is expected that the selected vendor will utilize JJC's platform. Access to these tools are granted upon the selected vendor signing the college's "Third-Party Network Connection Agreement".

If additional information is needed to clarify the scope of this proposal, Respondents must submit written questions through the ESM system within the timeframe delineated.

Joliet Junior College
Request for Bid
FLEXIBLE COMMUNICATION SYSTEM

Features Include:

- Must support security compliance (SMS text messaging and email)
- SMS text messaging
- 400,000 text message credits included per contract year
- Text message reply
- Email (unlimited)
- Email analytics and open tracking (volume sent, volume received, volume opened, volume clicked on link - include data report samples and templates of data analytics)
- Easy access to data dashboard and reporting feature (include data report samples and templates of data dashboards)
- Automatic name insert – text/email
- Text & Email templates
- Video, image, online link, and audio insert
- Social media integration
- Unlimited groups
- Admissions Counselor specific
- Scheduled delivery of messages
- Web-based access
- HTML editing
- Export to Excel
- Online lead form
- Opt in/ opt out
- Voice Messaging
- Language translation (include languages)

Security Features and Compliance Requirements:

- The proposed solution's system, implementation, and scope must adhere to regulations specific for email and texting including:
 - Telephone Consumer Protection Act (TCPA) where applicable
 - Suppressing contact to numbers in the National Do Not Call (DNC) Registry
 - Appropriate abilities to opt out of communications
- When sending email on JJC's behalf, the proposed solution's email must provide appropriate support of the use of Domain-based Message Authentication, Reporting, and Conformance (DMARC) and Domain-Keys Identified Mail (DKIM) security protocols for email.
 - Please describe the proposed solution's settings for email proxy and security options
- The proposed solution should have Enterprise-grade security for securing any new architecture adhering to JJC password policies and Multi-Factor Authentication operations.
- If the awarded vendor requires administrative access, they must comply with the policy outlined in the "Outside Party Administrative access" section below.
- Firms must be willing to sign the college's "Third-Party Network Connection Agreement" if JJC Network Access is required. A sample agreement has been included within the bid documents for your reference.
- Proposed solution must provide evidence regarding the following accessibility and compliance topics:

- Is proposed solution 508 Compliant?
- What types of documentation can your proposed solution provide about the product's accessibility conformance?
- Does proposed solution have a Voluntary Product Accessibility Template (VPAT)?
- Does proposed solution work with any third-party vendors to certify product is WCAG 2.1 compliant?
- Proposed solution involves usage, storage, or transmission of JJC's stakeholder data, please respond to the following:
 - Describe organization's approach to securely managing institutional information and client information.
 - Does organization have an information security management policy? If so, list the type of documented information security policies that your firm has in place.
 - Does organization have a comprehensive risk management structure for management of client information? If so, please describe.
 - Does organization utilize an independent third party to conduct annual information security penetration tests of your IT systems? If so, please describe.
 - Please provide a SOC2 and/or SOC3 Report.
 - Has organization implemented any ISO27001 (or similar) principles or requirements? If so, please describe
 - Please provide an audit report?
 - Has organization experienced any information security breaches, ransomware, phishing, or malware incidents? If so, please describe.

RESOURCES, ROLES AND RESPONSIBILITIES

The proposal should include clear definition of the roles performed by the vendor, versus JJC, in partnering together to complete all phases of implementation. If subcontractors are to be used, the bidding vendor is responsible for the deliverables and management, and this use of them must be spelled out in the proposal.

The vendor should detail work that is being proposed to be on-site versus completed remotely. Rates should be detailed by function and locations of any proposed work. Costs for any associated travel expenses should be included and detailed in the proposal, and may not exceed 10% of the total cost of the project.

WARRANTY, SUPPORT AND MAINTENANCE

- Bidder to define committed Solution Uptime of components in proposed architecture (should be at a minimum 99.99%).
- Bidder to define if support and maintenance is direct from the manufacturer or bid partner or both.
- Bidder to define process and downtime (if any) for Solution Upgrade and Maintenance
- JJC is requiring 24/ 7 Live Support within US.
- SLA (Service Level Agreement) and Escalation Procedure Post Project Implementation
 - Severity Level
 - Response Time
 - Resolution Time
 - Escalation Path

**Joliet Junior College
Request for Bid
FLEXIBLE COMMUNICATION SYSTEM**

DOCUMENTATION DELIVERABLES

Bidder to provide information on technical specifications, training, and project implementation. At a minimum, provide the following documentation (but not limited to):

- Project Implementation Plan and Timeline
- Quality Assurance and Testing Strategy
- Integration Specification and Process
 - SSO- Single Sign On
- Support and Maintenance Post Implementation
 - Software Maintenance - Define any downtime or inaccessibility of service (if any).
 - SLA (Service Level Agreement) and Escalation Procedure Post Project Implementation
 - Response Time
 - Resolution Time
 - Escalation Path
- Training Plan with Training Manuals/ Materials

PRICING

Bidders will be asked to submit pricing in the following format through the ESM bidding tool. For ESM registration information, please see page 1 of this bid document.

ITEM	DESCRIPTION	COST
1.	Annual License Fee Year 1	PRICING MUST BE ENTERED IN THE ESM BIDDING TOOL
2.	Setup & Implementation Services	
3.	Annual License Fee Year 2	
4.	Annual License Fee Year 3	

Please include descriptive literature with information on the flexible communication system you are proposing.

Bid results can be viewed at www.jjc.edu/community/vendors



PROFESSIONAL SERVICES AGREEMENT

Beginning Date: **XXXXXXXXXXXX**

Ending Date: **XXXXXXXXXXXX**

FIRM NAME: **XXXXXXXXXXXXXXXXXXXX**
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

CLIENT: Joliet Junior College
 1215 Houbolt Road
 Joliet, Illinois 60431

The Joliet Junior College (COLLEGE) and **FIRM NAME** (referenced above) agree that **XXXXXXX** will perform the consulting services set forth in Attachment A upon the following terms and conditions:

1. **TERM.** This Agreement shall be in effect for the term stated above unless it is extended by written agreement of the parties or sooner terminated as set forth in this Agreement.
2. **SCOPE.** **FIRM NAME** agrees to perform consulting services relating to the **XXXXXXXXXXXX** of Joliet Junior College as described in Attachment A to this Agreement.
3. **GENERAL TERMS AND CONDITIONS.** The parties agree that **FIRM NAME** is an independent CONTRACTOR and the COLLEGE has no right to control how the work is performed other than as stated in Attachments A and B. **FIRM NAME** understands that no relationship other than that of contracting parties is established by this Agreement, and further understands that this does not establish any employer-employee arrangement.



PROFESSIONAL SERVICES AGREEMENT

- 4. LABOR.** FIRM NAME agrees it is solely responsible for providing the labor to achieve the specified requirements of Attachment A. FIRM NAME agrees that the COLLEGE is not responsible to provide training for FIRM NAME to perform services specified in Attachment A. FIRM NAME agrees to be available to the COLLEGE on an as needed basis, and that the hours of labor are not ordinarily established by the COLLEGE. FIRM NAME and the COLLEGE understand FIRM NAME is free to work for any number of other persons or firms simultaneously.

FIRM NAME agrees to assign **XXXXXXXXXX** to perform the services contemplated hereunder. COLLEGE reserves the right to conduct any customary background checks for those assigned by FIRM NAME, and further reserves the right to reasonably object to individuals assigned by FIRM NAME, and to have qualified, suitable replacements provided upon reasonable request.

- 5. TERMINATION.** This Agreement can be terminated before expiration by either COLLEGE or FIRM NAME given that written notice is provided to the other party at least twenty-one (21) days prior to the termination date.
- 6. INDEMNIFICATION.** To the extent permitted by law, FIRM NAME will indemnify, defend and hold harmless Joliet Junior College, their trustees, individually and collectively and their affiliates, officers, agents and employees (the "Indemnified Parties") from any and all liabilities, damages (regardless of type or amount), claims, demands, actions, costs, suits or matters, including attorneys' fees, arising out of or related to the performance of the work under this Agreement, whether based upon or claimed to be based upon statutory, contractual, tort or other liability of any indemnity hereunder, provided that no party shall be indemnified for claims arising from such party's own negligence, and the provisions of this Article shall not be construed to require FIRM NAME to indemnify any party for or against such party's own negligence or to require any indemnification which would make the provisions of this Article void or unenforceable. In the event any provision contained in this Article or elsewhere in the Contract Documents shall be deemed void or unenforceable, it shall not thereby invalidate or be construed to invalidate any other provision contained in this Article or elsewhere in the Contract Documents, all of which shall remain in full force and effect. The obligations of FIRM NAME pursuant to this Article are not to be construed to negate or reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Article. FIRM NAME obligation to indemnify College shall survive the termination of this Agreement.



PROFESSIONAL SERVICES AGREEMENT

7. **CONFIDENTIALITY.** So long as this Agreement remains in effect, FIRM NAME may have access to and become acquainted with various confidential information, proprietary information, and/or trade secrets, consisting of management, financial, and operational materials, and methods and processes, and compilations of information, and records and specifications of COLLEGE, which are owned by COLLEGE and which are regularly used in the operation of COLLEGE's business. FIRM NAME acknowledges such information is secret and confidential and that COLLEGE disclosed the same to FIRM NAME. FIRM NAME shall not disclose any such secrets, directly or indirectly, or use them in any other way either during the term of this Agreement or at any time thereafter, except as required in the course of its performance in accordance with this Agreement. COLLEGE acknowledges that FIRM NAME may develop for itself, or for others, problem solving approaches, frameworks or other tools or information similar to the materials and processes developed in performing the Project and any additional Services, and nothing contained herein precludes FIRM NAME from developing or disclosing such materials and information provided that the same do not contain or reflect Confidential Information.

All files, records, documents, drawings, specifications, equipment, and similar items relating to business at COLLEGE, whether prepared by FIRM NAME or those acting on behalf of FIRM NAME, shall remain the property of COLLEGE and shall be treated in a confidential manner by FIRM NAME so as to safeguard its confidential and/or proprietary nature. FIRM NAME shall not be entitled to review any records protected by the Family Educational Rights and Privacy Act, except upon written approval by an officer of the College.

8. **COMPENSATION.** The parties agree that FIRM NAME will be compensated by COLLEGE for its consulting fees in connection with the Project as provided on Attachment B. Compensation for any additional services provided by FIRM NAME shall be as agreed by the parties. FIRM NAME, and anyone performing services for it hereunder, shall not be eligible for or receive any fringe benefits from COLLEGE, pension or retirement plan contributions, or any other compensation except as expressly stated herein.



PROFESSIONAL SERVICES AGREEMENT

9. **COMPLIANCE.** FIRM NAME relationship shall be that of an independent contractor and COLLEGE shall not withhold taxes or Social Security payments from any sum paid to FIRM NAME under this Agreement. FIRM NAME agrees as an independent contractor to treat its assistants as its own employees and comply with tax requirements for FIRM NAME and its assistants. FIRM NAME, agrees to be responsible for any and all taxes associated with payments made by COLLEGE hereunder, and to indemnify the COLLEGE from and against any and all such taxes.
10. **SUBSIDIARY OR AFFILIATE OF CONTRACTOR.** By signing this contract, FIRM NAME understands and agrees that upon agreement of this contract, the work shall be in the name of FIRM NAME and that FIRM NAME may not enter in to a contract with the College in the name of any affiliate, subsidiary, parent, brother or sister company or related entity of FIRM NAME in order for the work to be performed or services to be provided or products or goods to be delivered by FIRM NAME and any such contract submitted by a party other than FIRM NAME will not be deemed to be in substantial compliance with the contract and will be deemed to be non-responsive to the College's contractual terms.

It is the understanding of FIRM NAME and College that for all outside vendors secured by the contractor for which any costs are directly passed on to the College for payment, such costs shall require that they be bid in compliance with State statutes as if the College was bidding directly for such goods and or services. If the work sought is in response to a request for proposals which do not require public bidding, such requests shall be made in conformity with College procedures and contractual language governing such matters. In the case of an external vendor contracted for by the party providing professional service to the College and such costs are directly or indirectly passed on to the College for payment, the party providing the primary professional service shall not "mark-up" the costs to the College and that the College shall only be responsible for any actual costs incurred and paid for by the contractor providing professional services directly to the College.



PROFESSIONAL SERVICES AGREEMENT

FIRM NAME must disclose all financial gains resulting from vendor contracts, or for service procured, on behalf of Joliet Junior College for third party vendors.

11. **NEPOTISM.** FIRM NAME may not employ or otherwise contract with any person, as an employee or consultant, to work on this Consulting Agreement who is defined under the College's Nepotism Policy at Section 2.2.3 of Division II, Category 2.2 of the College Board Policies of any present employee of the College or who has been an employee of the College within the year immediately preceding the date of the execution of this Consulting Agreement.
12. **DISCLOSURE** – FIRM NAME represents and warrants the following:
 - (a.) **No Current or Prior Conflict of Interest.** That FIRM NAME has no business, professional, personal or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
 - (b.) **Notice of Potential Conflict.** If any such actual or potential conflict of interest arises under this Agreement, FIRM NAME shall immediately inform the COLLEGE in writing of such conflict.
 - (c.) **Termination of Material Conflict.** If, in the reasonable judgment of the COLLEGE, such conflict to and with the performance of FIRM NAME's obligations under this Agreement, then the COLLEGE may terminate the Agreement immediately upon written notice to FIRM NAME; such termination of the Agreement shall be effective upon the receipt of such notice by FIRM NAME.
13. **NOTICES.** All notices and demands required hereunder shall be deemed given upon personal delivery or next business day following sending by reputable overnight delivery carrier or three (3) business days following sending by United States Registered or certified mail, postage prepaid addressed to FIRM NAME and COLLEGE at the addresses first above written.



PROFESSIONAL SERVICES AGREEMENT

- 14. CONTACT NOTICES.** For contract management purposes of this Agreement the persons to be contacted to provide operations decisions on a daily basis on behalf of the parties are as follows:

if to the COLLEGE:

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXX

Joliet Junior College

1215 Houbolt Road

Joliet, Illinois 60431

if to FIRM NAME:

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

- 15. NO WAIVER.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

- 16. SEVERABILITY.** The presence in this Agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this Agreement. The effect of any such holding shall be confined to the portion so held invalid.

- 17. HEADINGS.** The headings used in this Agreement are for convenience only and are not intended to be considered in construing its terms. The use in this agreement of the terms “include”, “includes”, “including”, and “such as” shall be deemed in all cases to be followed by the words “without limitation”.



PROFESSIONAL SERVICES AGREEMENT

- 18. GOVERNING LAW.** The validity, construction, and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related out of or from this Agreement shall be litigated only in the Circuit Court 12th Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to the personal jurisdiction in the State of Illinois and waives any rights such party may have to transfer the venue of any such action or proceeding.
- 19. ENTIRE AGREEMENT.** This Agreement, the terms and conditions of Attachment A, the scope and specifications in Attachment B and amendments mutually agreed upon in writing are the complete and entire agreement regarding these transactions, and supersede any prior oral or written communications, agreements or understandings between COLLEGE and FIRM NAME.
- 20. INSURANCE:**

The supplier performing services for JJC shall:

- a.) Maintain full worker's compensation insurance as required by Illinois statutes, for all employees engaged in the work.
- b.) Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out the services, referenced in this RFP. Minimum coverage will be ONE MILLION DOLLARS (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations.
- c.) Maintain a \$2,000,000 umbrella liability per occurrence.
- d.) Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services described in this RFP. Minimum coverage shall be ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- e.) Provide a certificate of insurance naming the College as an additional insured. This document must be submitted prior to the contract start date, and each year the contract is in place.

The vendor waives any rights to recovery from the College for any injuries that vendor and/or its employees may sustain while performing services under this agreement and that are a result of the negligence of vendor or its employees.



PROFESSIONAL SERVICES AGREEMENT

21. **ATTORNEY'S FEES.** If any party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorney's fees, costs and expert fees from the other party to be fixed by the court in the same action.

22. **LIMITATION ON WARRANTIES** – FIRM NAME warrants and represents that it is free lawfully to make this agreement and that it will perform the services under this agreement in a workmanlike manner that conforms with reasonable standards in the industry. FIRM NAME makes no other warranties, express or implied, and FIRM NAME specifically disclaims all other express and implied warranties, including any implied warranties of merchantability or fitness for a particular purpose.

23. **NO CONSEQUENTIAL DAMAGES** – Any liability of FIRM NAME to College shall not include any lost profits, savings, or business opportunity.

24. **DRUG FREE WORKPLACE** – FIRM NAME agrees that in the performance of the Agreement, neither FIRM nor any employee of FIRM shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered in the Agreement. The College reserves the right to request a copy of the Vendor Drug Free Workplace Policy. The Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.



PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement in two (2) counterparts, each of which shall be deemed an original and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized to execute this Agreement and bind said party hereto.

AGREED TO AS OF: DATE

FIRM NAME:

JOLIET JUNIOR COLLEGE:

(Signature)

(Signature)

(Printed name)

(Printed Name)

(Title)

(Title)

Reviewed by (Signature)

(Print Name)



PROFESSIONAL SERVICES AGREEMENT

Attachment A

FIRM NAME

Scope of Services

FIRM NAME will provide **XXXXXXXXXX** services as an overall ASSIGNMENT of COLLEGE.

Services to Include:

Project Contacts:

***Firm:
Address
Phone Number
Email Address***

***Joliet Junior College:
Name
Phone Number
Email Address***

**PROFESSIONAL SERVICES AGREEMENT****Attachment B**

The amount shown for the assignment relating to **ASSIGNMENT** at COLLEGE is based on the following Fee Schedule:

Total Fees Inclusive of Travel Expense Reimbursement:

Additional Expenses:

Invoices for services provided will be sent to COLLEGE two weeks prior to the end of the month for which services are performed. Payment terms are net 45 from the date of the invoice.

**PROFESSIONAL SERVICES AGREEMENT****CERTIFICATION OF CONTRACT/BIDDER**

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

NAME OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM MUST BE RETURNED TO:

Joliet Junior College District #525

Matt Stephenson

Senior Director of Business & Auxiliary Services, A-3102

1215 Houbolt Road

Joliet IL 60431