



JOLIET JUNIOR COLLEGE
—1901—

REQUEST FOR PROPOSAL
#R24002



JOLIET JUNIOR COLLEGE

1901

Joliet Junior College
Request for Proposal

RFP Opening August 17, 2023

Background

Joliet Junior College (JJC), the nation's first public community college is a comprehensive community college. The college offers pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. The College has a combined total of 11,411 full time and part time students enrolled in Spring 2022 classes and about 1,377 staff on its main campus located within the city of Joliet, and its 5 extension campuses located in Romeoville, Morris, Frankfort, Weitendorf, and City Center in downtown Joliet.

JJC is the only public postsecondary institution within District 525 boundaries. JJC is located approximately 45 miles south of Chicago, the third largest city in the United States. Today, the 1,442-square mile district serves over 700,000 residents in Will, Grundy, Kendall, LaSalle, Kankakee, Livingston, and Cook counties. Multiple locations exist to serve residents throughout the district. The College consists of one (1) main campus (2) extended campuses, three (3) education centers, and multiple satellite locations throughout the district.

JJC has approximately 12,000 students per year enrolled in credit courses.

Vision Statement

Joliet Junior College is the first choice for learning, working and cultivating pathways to prosperity.

Mission Statement

Joliet Junior College inspires learning, strengthens communities and transforms lives.

OVERVIEW

The Board of Trustees of Joliet Junior College (hereinafter, "JJC") is requesting proposals from Providers for services relating to Legal Services.

Additional scope is discussed in the **SCOPE OF WORK** section of this proposal.



JOLIET JUNIOR COLLEGE

1901

I. RFP SCHEDULE

Date (2023)	Event
July 27, 2023	Vendors contacted via email / advertised
August 7, 2023, at 2:00 pm CST	Last date/time for submission of written questions through the ESM sourcing solutions tool under the Q and A section.
August 9, 2023	Responses to questions will be addressed through the ESM sourcing solutions tool under the Q and A section.
August 17, 2023, at 2:00 pm CST	Proposals must be submitted electronically through the ESM Solutions electronic sourcing
August 18 – 25, 2023	JJC Evaluation Team reviews proposal
August 28 – 31, 2023	Possible presentations, oral interviews by two top short-listed firms
September 14, 2023	Notification of Award

II. INSTRUCTIONS TO VENDORS

ADVICE: The department responsible for this RFP is the Business and Auxiliary Services located at Campus Center, Building A, Room 3100, 1215 Houbolt Rd., Joliet, IL 60431-8938. The JJC contact will be the Senior director of Business and Auxiliary Services, telephone (815) 280-6640; fax (815) 280-6631.

Questions concerning this RFP will be answered if sent through the ESM sourcing solutions tool, under the Q and A section for the solicitation on or before August 7, 2023 before 2:00 p.m. CST.

All questions and answers will be published on the ESM sourcing tool in the Q&A section by end of business day on August 9, 2023.

SUBMISSION: the submission of a response shall be prima facie evidence that the supplier has full knowledge of the scope, nature, quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

Faxed and hard copy proposals ARE NOT acceptable. All RFPs must be submitted by the date and time of public opening (see above). All proposals must be submitted electronically 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



JOLIET JUNIOR COLLEGE

1901

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>

Please note the electronic sourcing tool will allow you to attach supporting documentation.

RFPs not submitted in the format as instructed by this RFP will not be accepted.

RFPs received after the date and time specified shall be considered LATE, and shall not be opened.

Accuracy of Proposals / Withdrawal of Proposals prior to RFP Opening: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by vendor's authorized representative) at any time prior to the opening hour. However, no proposal may be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of the RFP without the prior written approval of the Senior director of Business and Auxiliary Services or Joliet Junior College.

ADDENDA: The only method by which any requirement of this solicitation may be modified is by written addendum.

PROPOSAL DUE DATE: The proposal must be received through the ESM sourcing solution on or before August 17, 2023 at 2:00 pm CST.

INSURANCE:

The supplier performing services for JJC shall:

Maintain worker's compensation insurance as required by Illinois statutes, for all employees engaged in the work.

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 TWO MILLION DOLLARS (\$2,000,000) liability for bodily injury and property damage including product liability and completed operations.

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 TWO MILLION DOLLARS (\$2,000,000) per occurrence combined single limit for automobile liability and



JOLIET JUNIOR COLLEGE

1901

property damage.

TAXES:

JJC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, JJC will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely. Upon request, JJC's Tax Exemption Certificate will be furnished.

INDEMNIFICATION:

The supplier shall protect, indemnify and hold JJC harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts, falsification of information, or omissions of the supplier.

In the event the supplier breaches its Business Enterprise Program (BEP) obligation as described within the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575) and pledged within the supplier's submitted utilization plan, the supplier is required to pay liquidated damages to Joliet Junior College equal to 20% of the award amount for college-funded projects. For projects involving state or federal funds, the supplier is required to pay liquidated damages to Joliet Junior College equal to the full amount of the award amount.

DISCLOSURE:

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

TERM OF CONTRACT:

Any contract resulting from this RFP shall be from September 1, 2023, ending August 30, 2026, with an option for the College to renew for two (2) additional one-year terms. Assuming continued availability of funding, JJC may, at its sole option and with the supplier's consent, renew the contract.

BLACKOUT PERIOD:

After the College has advertised for proposals, no pre-proposal vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of specifications, clarification of proposal submission requirements or any information pertaining to preproposal conferences. Such vendors making such request shall email the Senior director of Business and Auxiliary Services, at purchasing@jjc.edu No vendor shall visit or contact any



JOLIET JUNIOR COLLEGE

1901

College officers or an employee until after the proposal is awarded, except in those instances when site inspection is a prerequisite for the submission of a proposal. 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 response

III. GENERAL TERMS AND CONDITIONS

Applicability: These general terms and conditions will be observed in preparing the proposal to be submitted.

Purchase: After execution of the contract, purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Senior director of Business and Auxiliary Services.

Right to Cancel: JJC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar days written notice of such cancellation. Should JJC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

Governing Law and Venue: This contract shall be construed in and governed under and by the laws of the State of Illinois. Any actions or remedies pursued by either party shall be pursued in the State and Federal Courts of Will County, Illinois, only after Alternate Dispute resolution (ADR) has been exhausted.

Dispute Resolution: JJC and the contractor shall attempt to resolve any controversy or claim arising from any contractual matter by mediation. The parties will agree on a mediator and shall share in the mediation costs equally.

Costs: All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify a proposal shall be the sole responsibility of and shall be borne by the vendor.

Proprietary Information: Vendor should be aware that the contents of all submitted proposals are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your proposal 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.

Illinois Department of Human Rights Act

The parties to any contract (inclusive of subcontractors) resulting from this RFP 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 RFP must comply with the Illinois Department of Human Rights Equal



JOLIET JUNIOR COLLEGE

1901

Opportunity Act/Rules Sections 750.5 and 5/2-105.

Sexual Harassment Policy

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder/respondent who submits a bid, proposal, 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.

Illinois Criminal Code of 1961

Responding vendors must not be barred from bidding on/responding to 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.

Business Enterprise Program (BEP):

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, women-owned, and/or persons with a disability-owned businesses in the procurement process. This solicitation strives to meet the 30% aspirational goal established for 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] as outlined below. 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 \(BEP\)](#) 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 https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx for complete requirements for BEP certification. BEP certified firms and firms utilizing subcontractors for the project shall submit a [utilization plan](#) and [letter of intent](#) that meets or exceeds the college's 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.

Negotiation: JJC reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure the best possible consideration, be afforded to all concerned. JJC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of JJC.

Award: The successful vendor, as determined by JJC, shall be required to execute a contract for the furnishing of all services and other deliverables required for successful completion of the proposed project. The supplier may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from JJC.

Retention of Documentation: All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of JJC.



Opening of Proposals: Proposals will be opened in a manner that avoids disclosure of the contents to competing vendors. Contents for proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the vendor submitting the proposal response will be made available to the public.

IV. FORMAT FOR RESPONSE

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposal be organized in the format specified.

All proposals must be submitted via email 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. See item II above for more information.

a) Title Page

Show the RFP subject, the name of the vendor's firm, address, telephone number, name of contact person, and date.

b) Table of Contents

Clearly identify the materials by sections and page number(s).

c) Letter of Transmittal

Limit to one or two pages.

- a. Briefly state the vendor's understanding of the scope of services to be provided and make a commitment to provide the services within the time period.
- b. List the names of the persons who will be authorized to make representations for the vendor, their titles, address, and telephone numbers.

d) Profile of the Vendor – as described in the Scope of Work

e) Scope Section

Clearly describe the scope of services to be provided based upon the information in the scope section. Respond to each item listed.

f) Responses to Addendum

g) Prices Responses



JOLIET JUNIOR COLLEGE

1901

h) Invoicing Procedure

- a. Describe the firm's invoicing procedures.
- b. Include documentation identifying all of the vendor's fees.

i) Proposed Contract

Please submit a draft contract for the services being offered.

j) Certification of Contract/ Bidder

V. EVALUATION

In evaluating the proposals submitted, JJC will apply the "Best Value" standard in selecting the supplier to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to that vendor whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to JJC, in the sole judgment of JJC. The selection process will include the following considerations through a weighted scoring system. Responses to this RFP may be so similar in quality that oral interviews may need to be conducted to assist in making the final selection. The decision to hold interviews and the scope or any limitations thereof shall be at the sole discretion of the College. In the event that an interview is prescribed, the District requires that the designated representatives identified in the proposals as being the attorneys who will be assigned to the District, be present and prepared to respond to District inquiries.

	DESCRIPTION	WEIGHT
1	Qualifications, technical expertise of the firm and personnel assigned to the project.	25%
2	Experience and client references on related work accomplished for other Illinois higher education institutions.	20%
3	Fees and cost proposed	25%
4	Commitment to diversity*	20%
5	Quality and response of proposals, interviews, and presentations	10%

*Commitment to diversity considerations may include:

- Business Enterprise Program (BEP) certification or utilization that meets or exceeds the college's 30% goal
- Assistance to BEP firms in obtaining lines of credit, insurance, equipment, supplies, or related services
- Percentage of prior year revenues for projects that incorporate the involvement of BEP firms
- Existence of a written supplier diversity plan or training/mentoring program for BEP firms
- Percentage of members serving the firm's governing board, senior executive, and managers who are women, minorities, or persons with a disability

VI. SCOPE OF WORK See Attachment A

VII. SUPPLEMENTAL QUESTIONS

If the proposed product/service involves the usage, storage, or transmission of Joliet Junior College's stakeholder data, please respond to the following:



JOLIET JUNIOR COLLEGE

1901

- a) Describe your organizations approach to the management of information security and to securely managing client information.
- b) Does your organization have an information security management policy?
- c) How do you safeguard client information at your organization?
- d) Does your organization have a comprehensive risk management structure for the management of client information?
- e) Do you utilize an independent third party to conduct annual information security penetration tests of your IT systems?
- f) List the type of documented information security policies that your firm has in place.
- g) Has your organization implemented any ISO27001 (or similar) principles or requirements?
- h) Has your organization experienced any information security breaches, ransomware, phishing, or malware incidents?

VIII. QUANTITY

There is no guaranteed amount of services intended either expressly or implied, to be purchased or, contracted for by JJC. However the supplier awarded the contract shall furnish all required services to JJC at the stated price, when and if required.

IX. PROPOSED PRICING – See Scope of work



JOLIET JUNIOR COLLEGE

1901

Attachment A – Scope of Work

Joliet Junior College (JJC), with locations in Joliet, Romeoville, and Morris, Illinois, is seeking Proposals from qualified legal services Firms located, licensed, and authorized to do business in the State of Illinois.

The Joliet Junior College Board of Trustees shall employ the services of an attorney who will act as its counsel on legal matters by direction of the Board of Trustees. Therefore, the attorney is accountable to the Board and will work with the College Board Chairman, the Board of Trustees, the College President, and staff at the direction of the Board of Trustees. The College shall not be obligated to purchase any or all of its legal services specified therein from the attorney or law firm, however, the attorney or law firm shall be obligated to supply the services which the College requires for its operation.

- A. The Firm shall act as its counsel on an as-needed, fee-for-service basis in matters typically pertaining to, but not limited to:
 - a. Providing clear, concise legal advice and consultation on behalf of the Board of Trustees, and for the benefit of the College as an institution, for College-related business, on a daily basis as requested by members of the Board of Trustees, the President, and staff (the College). Areas of consultation may include, but not be limited to:
 - b. Act as District designated General Counsel for specialized services such as Employment Law/Labor Relations, Student Affairs, and Business & Financial Affairs.
 - Typical Duties (not exhaustive) for General Counsel:
 - Provide general legal advice.
 - Provide advice on college business and administration.
 - Provide advice on labor relations and personnel matters.
 - Provide advice on consulting and training services.
 - Provide advice on real estate matters.
 - Provide advice on Board policies and procedures.
 - Provide advice on Public Records Act.
 - Provide interpretation of and advice on Education Code, Public Contracts Code and Government Code as it pertains to business matters and public construction.
 - Represent the District in administrative, litigation and court proceedings.
 - Maintain knowledge base of issues facing college and school districts and be prepared to offer legal opinions.
 - Contracts-as-needed or asked to prepare, review, consult, and approve.



JOLIET JUNIOR COLLEGE

1901

- Review and approve legislative documents.
 - Board of Trustees and Elected official issues - liability.
 - Attend all closed, regular and special Board Meetings, Board workshops and such other meetings or trainings as may be requested by the Board of Trustees or the College. The General Board Legal Counsel must be prepared to advise the College on matters on the agenda as well as procedural or substantive issues that arise during the meeting.
- Typical Duties (not exhaustive) for Employment Law/Labor Relations:
 - Provide legal review of collective bargaining issues.
 - Provide mediation and fact-finding or other impasse situations as needed.
 - Assistance in regards to labor negotiations.
 - Assist in the arbitration of employee grievances as needed.
 - Advise on Termination, Discipline, staffing issues and other related disputes as needed.
 - Review drafted Board policies, regulations and personnel procedures.
 - Supplemental advice on Worker's compensation and personal injury issues.
 - Advise on employee compensation, fringe benefit issues, wage and labor issues under FLSA.
 - Advise on issues concerning discrimination and sexual harassment, including the Americans with Disabilities Act and the Older Workers' Benefits Act, Section 504.
 - Advise on Equal Employment Opportunity.
 - Advise on Federal Title 9.
 - Typical Duties (not exhaustive) for Student Affairs:
 - Provide advice on Student discipline and code of conduct as needed.
 - Advise on Federal Title 9 issues as needed.
 - Advise on First amendment/freedom of expression issues.
 - Typical Duties (not exhaustive) for Business and Financial Affairs:
 - Provide advice and assistance with Intergovernmental agreements, partnerships and Complex Contracts (drafting, reviewing, negotiating and related litigation) as needed.
 - Provide advice related to Real property (acquisition, leasing and Education Code requirements).



JOLIET JUNIOR COLLEGE

1901

- Advice on Financial Aid (Bankruptcy, filings).
 - Provide supplemental advice on Insurance contracts, claims and litigation.
 - Provide interpretation and advice on contracts drafting, reviewing, negotiating and related litigation in accordance to Public Contracts Code, Education Code, Government Code requirements.
 - Provide advice and guidance on Competitive bid requirements).
 - Provide interpretation and advice on Public works and construction related contracts and competitive bidding as needed.
- c. Participate when needed in workshops and seminars in areas of general concern, such as: Equal Employment Opportunity, Non-Discrimination, Sexual Harassment Prevention and Awareness, Conflict of Interest, etc.
- d. Provide legal advice and representation of the District in litigation on any or all matters as directed by the President, [Executive Vice President](#), Vice President of Administrative and Financial Services or the Board of Trustees. The legal services may include but are not limited to the topics referenced above.
- e. Provide a general informational service on legal matters of interest.
- f. Inform and assist the District in complying with new requirements of the law.
- g. Attend all closed, regular and special Board Meetings, Board workshops and such other meetings or trainings as may be requested by the Board of Trustees or the College. The General Counsel must be prepared to advise the College on matters on the agenda as well as procedural or substantive issues that arise during the meeting.
- h. Board Governance including open meeting and open record compliance, monthly review of Board of Trustees materials, Board trainings, selections and referenda, and Freedom of Information Act (FOIA) requests.
- i. Provide legal advice via telephone, electronic communication, email, and personal consultations with members of the College Board of Trustees, President, and Staff, upon request.
- j. Communication regarding legal developments and legislative action affecting the Illinois Community College's, and communications with the Press, when authorized to do so by the Board of Trustees or President.

B. Desired Qualifications and Experience

- a. Desired Qualifications:



JOLIET JUNIOR COLLEGE

1901

- Substantial knowledge and experience in the interpretation of state, federal and local laws and codes as they relate to Illinois Community College Districts.
 - Substantial experience in working with agencies and public boards with multi-million-dollar annual budgets.
 - Substantial expertise and experience in all aspects of contract law as it pertains to Public Contract Code.
 - Knowledge of labor relations, personnel, purchasing, codes and regulations of the State of Illinois.
 - represent the District to the exclusion of all other clients having potential conflicts with the interests of the District.
- b. Provide a brief history and description of the attorney and/or law firm practice, including a presentation of information relevant to qualifications to serve as the general legal counsel for the Board of Trustees. Include profile, experience and background, year established, branch offices (if any), number of lawyers in total, and the number of lawyers with experience with issues relating to local government, higher education, and/or Illinois community colleges, or issues faced by such entities.
- c. Provide a summary of experience within the Scope of Services above. Identify specific qualifications which you believe especially qualify you as an attorney or any attorney(s) within your law firm to perform this work.
- d. Describe your firm's experience in representing clients before administrative/public agencies and the courts, particularly involving the areas set forth in the Scope of Services above, and particularly within Illinois and within Will County.
- e. COST Describe the approach your firm will take to help the College control its legal costs, including potential alternative fee arrangements. The College will consider direct retainer and hourly rates, and alternative fee arrangements.
- f. Provide the types and limits of your malpractice insurance, as well as the name of the provider. You must submit an insurance certificate prior to any Contract execution.

C. Staffing and Resources

- a. Provide an introductory overview of the legal team, by name with specific roles, qualifications and experience, and distribution of responsibilities including support capabilities. Discuss the staff who would be assigned to service the College's account, their projected levels of work, and their reporting



JOLIET JUNIOR COLLEGE

1901

relationships.

- b. Designate a principal of the firm who would be ultimately responsible for the relationship and provide the office address, telephone number, fax number and e-mail address of the principal contact. Provide brief resumes for the principal(s) of your firm who will be assigned to the JJC on a priority basis.
- c. Identify the key personnel from your firm who would be assigned to this account. Include a brief description of their qualifications (including educational background, work experience, knowledge and experience relating to the Scope of Services above, years with the firm, and total years of experience, current job functions (including other accounts to which they are committed), proposed roles on the College account team, office location(s), and total number of staff in the office.
- d. Attach as an appendix brief resumes for all key personnel working on this account and an organization chart delineating communication and reporting relationship among the account staff.
- e. Identify state and federal bar admissions of the personnel assigned to the College's account.
- f. Discuss your firm's ability to provide same-day response.
- g. Describe your firm's research capabilities.

D. References

- a. Identify 3-5 clients that can independently evaluate the attorney and/or law firm's expertise within the Scope of Services provided above. List the contact names, titles, institutions, business address, and telephone numbers of each contact. The services must have been carried out by persons who will be assigned to the College.

E. Cost Proposal/Fees

- a. The College is interested in entering into any agreement that efficiently and effectively results in the College's legal needs within the Scope of Services being met. Please provide a description of: (a) the structure attorney or firm proposes for an at-will agreement based on a retainer basis and hourly fees for services; and (b) any proposed alternative fee arrangements, including clearly identifying the scope of services provided and any limits to the service provided under the alternative fee proposal.



JOLIET JUNIOR COLLEGE

1901

- b. Indicate rates based on each year of the contracted term.
- c. Identify the job title or classification and hourly rate of all individuals to be utilized in the engagement based upon his/her area of legal expertise. Rates shall be submitted based on a discounted hourly basis for services outside the scope of the retainer. Rate increases anticipated for any retainer, hourly rates, fee caps, and the like must be indicated, otherwise rates will remain fixed at the initial rate proposed.
- d. Identify all categories of reimbursable expenses which you anticipate will result in a charge to the College and a rate for each category. Please note that such reimbursements shall be billed to the College at actual cost without additional mark-up.

F. Conflict of Interest

- a. Describe any existing or potential conflicts of interest in relation to accepting an award of the agreement with JJC within the Scope of Services, and if a conflict of interest exists, the manner in which said conflict of interest would be rectified, if this RFP is awarded to the law firm.
- b. Beyond the Conflicts identified in Paragraph F1, identify any clients or institutions you or your firm represents that may represent a potential conflict of interest beyond the Scope of Services; and whether your prior work has involved JJC or its associated entities; or work adverse to JJC. Please advise as to whether you or your firm represents, or have represented, any current or prior employee of JJC that may be adverse to JJC now or in the future. Please identify any other potential conflicts of interest of which you may be aware.
- c. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.
- d. Disclose any conditions (e.g. financial problems, pending litigation, planned office closures, impending merger) that may affect the firm's ability to perform these services.
- e. State any exceptions to or deviations from the requirements of this RFP.
- f. Discuss any topics not covered in the Request for Qualifications which you would like to bring to the attention of the College.



JOLIET JUNIOR COLLEGE

1901

CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on or responding to 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 ATTACHED WITH YOUR PROPOSAL