



Addendum No. 1
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DATE: March 26, 2025

Joliet Junior College
1215 Houbolt Road
Joliet, IL 60431

TO: Prospective Bidders
SUBJECT: Addendum No. 1
PROJECT NAME: Cisco 9508 Core Switch Replacement Rebid
JJC PROJECT NO.: B25020R

This Addendum forms a part of the Bidding and Contract Documents and modifies the original bidding document as posted on the JJC website. Acknowledge receipt of this addendum in the space provided on the Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

Please note the following change in the bid schedule:

- The bid due date has been extended. **Bids are due before 11:00 am on April 1, 2025.**

Question Received:

1. Is this the same one that originally had a due date of 28 Feb 2025?
Yes, this is the rebid, which now also includes a line for bidders to submit pricing for the implementation services listed in the specifications/scope of work on page 11 of the bid document.
2. Additionally, if reseller is authorized to sell Cisco products, is it mandatory for the authorized reseller to be a Cisco Gold Partner? Thank you.
Yes.
3. Please provide a copy of General Conditions and Supplementary Conditions referenced in the "Damage and Negligence" clause on page 6.
This refers to any terms and conditions presented within the bid document and resulting purchase order(s). Purchase Order Terms & Conditions are included as an appendix to this addendum.
4. "Would the College accept products from a Distributor? Many Cisco Gold partners cannot purchase directly from Cisco."
No.

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5. "Would the College accept bids from a company that is an authorized partner of Cisco, but is not a Gold partner?"

No.

6. Will BCS accept redlines/modifications with our submission and/or will BCS be willing to negotiate post-award?

No.

End of Addendum #1



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Please acknowledge receipt of these addenda by including this page with your proposal. Include your company name, printed name, title, and signature in your acknowledgement below. Failure to do so could result in disqualification of your bid.

Issued by:

Roxanne Venegas
Purchasing Manager
Joliet Junior College
815.280.6643

I acknowledge receipt of Addendum #1.

Company Name

Printed Name

Title

Signature

APPENDIX

JOLIET JUNIOR COLLEGE PURCHASE ORDER TERMS & CONDITIONS

Joliet Junior College - Purchase Order Terms and Conditions

PO NUMBER MUST APPEAR ON ALL SHIPPING CONTAINER PACKING SLIPS, CORRESPONDENCE AND INVOICES

This purchase order is valid only when signed by the Director of Business and Auxiliary Services

All delivery charges must be PREPAID. No deliveries will be accepted after 4pm or on Saturdays, Sundays or Holidays

Seller must send acknowledgment with firm shipping date. Unless otherwise stated, ship most economical way.

All Shipments of material are accepted subject to inspection and approval by the purchaser. Seller must pay transportation charges both ways on returned goods.

INVOICES MUST BE RENDERED TO ACCOUNTS PAYABLE, FINANCIAL SERVICES

1. ENTIRE AGREEMENT: This purchase order constitutes the entire agreement between Joliet Junior College (BUYER) and Vendor (SELLER). The purchase order replaces, supersedes and merges all prior discussions, agreements or understandings between the parties and shall be changed only by written agreement of the parties.
2. INDEMNIFICATION: All goods or services to be rendered or performed under this agreement will be provided at the sole risk and cost of the SELLER until final payment. SELLER expressly agrees to indemnify and hold harmless BUYER and its agents, officials and employees from and against all injuries, losses, damages, claims, suits, liabilities, costs and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act of omission of the SELLER, its agents, employees or subcontractors.

3. **PAYMENT:** Unless otherwise negotiated, SELLER agrees that payment terms shall be made in accordance with the Illinois Local Prompt Payment Act and in conformity with the Buyer's Policies and Procedures. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the BUYER.

4. **TAXES:** Joliet Junior College is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the BUYER may not be exempt from paying sales tax to their suppliers for material to fulfill contractual obligations with the BUYER, nor shall any Seller be authorized to use the BUYER's Tax Exemption number in acquiring such materials.

5. **CANCELLATION:** Time is of the essence and the BUYER may, at any time and without limitation, suspend or terminate this contract, in whole or in part, by written notice. Upon suspension or termination for convenience of the BUYER, the BUYER will reimburse SELLER for expenses (not including lost profits) resulting directly from any such termination or suspension, amount total of which shall not exceed the applicable pro rata portion of the contract price. SELLER will not be paid for any work done after receiving notice of such suspension or termination.

6. **COMPLIANCE WITH LAWS AND REGULATIONS:**

a. The SELLER by acceptance of this order warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend BUYER against any loss, cost, liability or damage by reason of SELLER's violation of this paragraph.

b. Unless BUYER is otherwise notified in writing, SELLER certifies that all goods furnished hereunder shall be manufactured and shall perform in accordance with both Life Safety Code and OSHA regulations. If your product(s) requires a Safety Data Sheet (SDS) under the OSHA 29 CFR1910.1200 Hazard Communication Standard as of January 1, 2014 please email to: facilityservicesoffice@jjc.edu with a subject Line: SDS or mail to the attention of: Joliet Junior College, Environmental, Health and Safety Manager, 1215 Houbolt Road, Joliet, IL 60431.

7. **LIMITATION OF LIABILITY:** In no event shall the BUYER be liable for anticipated profits, incidental or consequential damages or penalties of any description. The BUYER'S liability on any claim arising out of or connected with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.

8. **PATENTS, TRADEMARKS AND COPYRIGHTS:** The SELLER warrants that the equipment and/or materials furnished on this order do not infringe any patent, registered trademark or copyright, and agrees to hold BUYER harmless, in the event of any infringement or claim thereof.

9. GOVERNING LAW: This agreement shall be construed and governed in accordance with the laws of the State of Illinois without regard to conflict or choice of law principals, and any and all disputes or claims which arise between the parties relating in any way to this Agreement shall be filed in a Court of competent jurisdiction located in Will County, Illinois.

10. ACCEPTANCE: If this order is not acceptable exactly as written, return to BUYER at once with an explanation. The returned explanations shall not be deemed to be a counteroffer acceptable to BUYER. If BUYER is willing to accept such terms, it will be in the form of a new purchase order to be accepted by SELLER unconditionally.