



Request for Proposal On-Line Advertising Space- REBID

R10002

Date Due: May 6, 2010

Joliet Junior College (JJC) invites you to submit a proposal to provide for the **sale of JJC on-line advertising space**. The contract for this project will be awarded on the basis of competitive proposals. Proposers are required to carefully review and fulfill all requirements set forth in this Request for Proposals (RFP).

Six (6) copies or one (1) original copy and one (1) CD or DVD of your proposal must be submitted to JJC no later than 2:00 PM; CDT on **May 6, 2010**. Proposals submitted after the designated time and date will be rejected.

A form of the standard JJC Professional Services Agreement is enclosed for your review, attached to the RFP as **Exhibit A**. Each proposing firm must agree to the terms and conditions of this Agreement in order to be considered responsive to the RFP, and must agree to enter into an agreement containing such terms and conditions if selected as the successful proposer. Please visit the JJC website at www.jjc.edu/info/purchasing to view &/or print the RFP document.

Sincerely,

Ms. Judy Mitchell
Director, Business & Auxiliary Services

REQUEST FOR PROPOSAL
CONTRACT TO SELL JJC ON-LINE ADVERTISING SPACE

DISCLAIMER

This RFP is for informational and planning purposes only. It does not obligate Joliet Junior College to enter into any agreement based upon any response submitted, or to pay for the preparation of proposals. Any information provided in response to this RFP is provided by the proposer at his/her own expense. Joliet Junior College reserves the right to reject and/or accept any or all proposals submitted in whole or in part, to cancel this RFP at any time and/or not award a contract pursuant to this solicitation.

Proposal materials become the property of Joliet Junior College and cannot be returned. Materials submitted in connection with this RFP may be subject to disclosure under the Freedom of Information Act, 5 ILCS 140/1 *et seq.*

Proprietary information will be protected to the full extent of the College's ability, provided that the owner of the information clearly identifies those portions of the proposal containing proprietary information.

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I. OVERVIEW OF JOLIET JUNIOR COLLEGE

Joliet Junior 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 15,000 credit and 22,000 non-credit students attending classes on its main campus, located within the city of Joliet, and its two extension campuses, located in Romeoville and downtown Joliet. The College employs approximately 855 full time faculty and staff, excluding adjunct faculty.

II. BACKGROUND

Joliet Junior College main website is www.jjc.edu and represents the main entry point for students, employees, and community members. Websites may be added to the JJC family of sites as the College deems necessary. These websites convey information about College and its academic programs and services. All web services are maintained by the Administrative Applications Services department within the Division of Information Technology.

The College is considering leveraging the value of its website(s) by generating revenue through the sale of on-line advertising space. JJC will work with the selected vendor to determine the appropriate amount and size of on-line advertising space.

III. SCOPE OF SERVICES

The College seeks to engage a credible advertising broker to procure, manage and sell on-line advertising space for JJC designated websites. The selected Contractor will perform the following functions:

1. The Contractor will work with JJC to develop a form agreement for the sale of available ad space and to place such online ad space with advertisers.
2. The Contractor will work with JJC staff to determine the size, ad posting duration, acceptability of ad content and amount of available ad space throughout the website(s).
3. JJC retains the right to refuse any advertiser.
4. JJC retains the right to refuse any ad posting at no cost or impact to the College.
5. The Contractor will adhere to the College's on-line privacy policy and internet security requirements.

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6. The Contractor will be responsible recommending contracts with entities wishing to place advertising on the JJC website(s).
7. The Contractor will be responsible for all necessary support resources, software or hardware required to place advertising on the College's website(s).
8. The Contractor shall provide sufficient reporting mechanisms in order for the College to accurately track and reconcile the amount of advertising space sold with the revenue collected.

Any unsold space on the websites will be made available for College use.

The contract for this service will be valid for three (3) years, to commence July, 2010 through June 30, 2013.

IV. REQUIREMENTS OF THE PROPOSER

A. COMPREHENSIVE PLAN

The Proposer shall submit a comprehensive plan on how the College's goals will be accomplished as described in Section III, Scope of Services, of this RFP. This plan must explain how the successful Proposer will utilize its organization's resources, experiences, expertise, and accomplishments in the selling of advertising space. The plan should also outline the Contractor's commission structure for the sale of ad space.

B. PERSONNEL, ORGANIZATIONAL STRUCTURE, AND OPERATIONAL CAPABILITY

The proposal shall include the following:

1. A detailed description of its existing overall organizational structure and a description of the proposed organizational structure to administer the final agreement.
2. A description of the personnel and resources assigned to the JJC account. Additional personnel should also be detailed based upon proposed strategies. In all cases, qualifications (i.e. resumes) of those identified individuals must be provided to the College. The recommended staffing plan should detail the different levels of personnel that would be working with the College account and indicate which staff members would be the College's primary contact.

C. MEETINGS AND DELIVERABLE END PRODUCTS

The Vice President for Information Technology or his designee will direct and approve all tasks under the final agreement. The Proposer acknowledges that the

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person responsible for the Vice President's functions shall direct and approve all tasks under the agreement. The successful Proposer is required to meet with JJC to review and confirm necessary requirements as requested by the College prior to commencement of work.

D. SERVICES PROVIDED BY JOLIET JUNIOR COLLEGE

1. The parties agree that, unless otherwise state herein, the advertising spaces on the website covered by this Agreement shall be space specifically designated by JJC. It is within the College's sole discretion to determine which web pages or portions thereof shall be available at any point in time during the term of this Agreement.
2. The College will make available to the Contractor the web traffic log related to JJC's website. In 2009, the College's website received approximately the following number of visits in each month of operation:

155,000 unique visitors; 655,000 visits; 1.94 million page views.
3. The College will use reasonable efforts to keep its websites up and running so as to be available to the Contractor and advertisers for advertising purposes twenty-four (24) hours a day, seven (7) days a week, throughout the term of this Agreement. However, the parties acknowledge and agree that from time to time the College's website may not be up and running so as to be available to the Contractor and advertisers for advertising purposes because said website is inaccessible or inoperable for any reason, including, but not limited to: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which the College may undertake from time to time; or (iii) causes beyond the control of the College and which are not foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks and network congestion, power interruptions, acts of God, or other failures.

E. SERVICES PROVIDED BY THE CONTRACTOR

The Contractor agrees to perform the following services and actions for the benefit of the College (collectively, the "Services"):

1. The contractor will solicit and place advertising on JJC website(s). Any and all advertising sold, solicited, designed or managed by the Contractor shall be limited to informing members of the public of the availability of commercial goods or services. No statements of public policy, opinion or public matters shall be permitted whether or not in the form of an advertisement.

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2. The Contractor will negotiate and set up contracts or agreements with entities that desire to place advertising on the College's website(s). The Contractor will be responsible for assisting the College in structuring the terms of the form of contract to be used, which must be consistent with and not contradict the terms, conditions, limitations and provisions of mandated JJC contracting guidelines.

F. INFRASTRUCTURE

1. The Contractor, at its sole cost and expense, will provide all necessary resources, support, software and hardware required to implement the placement of advertising on the College's website pursuant to the terms of this Agreement. The Contractor agrees to use its best efforts to prevent any loss to JJC resulting from the failure of any software or hardware obtained from a third party and the Contractor agrees to indemnify the College against any such loss, should it occur. JJC agrees to provide reasonable technical specifications to the Contractor to aid in the creation or procurement by the Contractor of any necessary software and hardware.

V. PROPOSAL FORMAT

The following proposal requirements are intended to provide a concise understanding of each respondent's ability to perform this assignment. Selection will be based on professional qualifications and experience, technical approach, and compensation.

5.1 Proposal Requirement 1: Cover Letter

Provide a cover letter, not exceeding two pages in length that reflects your thorough and complete understanding of the College's objectives for this project. Summarize your firm's proposal, identify the primary representatives of your firm that will negotiate an agreement and confirm your firm's agreement to perform as described in this RFP.

5.2 Proposal Requirement 2: Experience and Qualifications

The successful Proposer shall demonstrate to the satisfaction of JJC that:

- a. The Proposer is qualified to perform the work as described under this agreement, based upon an evaluation of the Proposer's response to the Scope of Work.
- b. The Proposer can provide the College with a competitive level of compensation.
- c. The College's prime objective is to obtain a qualified contractor that has the experience, skills, and resources that will maximize revenues. The

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awarded Proposer must be able to demonstrate its capability to successfully conduct an advertising business, to generate profit from its operations, and if necessary, to efficiently expand or modify its operations to take on additional business and meet market demand.

- d. All proposals will be evaluated by the College, which reserves the right to make an award on the basis of greatest benefit to JJC. The evaluation will be based on the written proposal. However, the College may require an oral presentation to discuss specifics of the Proposal.
- e. Proposers should also include a list of prior clients (references) and a list of websites where the proposing company manages advertising sales.

5.3 Proposal Requirement 3: Sales and Marketing Plan

The Proposer shall submit a sales and marketing plan that will include how it will achieve the following:

- 1. Sell authorized space to maximize revenue. This plan must clearly address the application of the Proposer's experience, and other resources toward the maximization of revenue.
- 2. Sell authorized space to assure maximum utilization of advertising space.
- 3. Maximization of advertising space coverage from reputable advertisers on all JJC websites.
- 4. Secure high quality advertisements.
- 5. Build local market and attract local advertisers.
- 6. Plans for new, innovative, advertising initiatives to maximize revenue.

5.4 Proposal Requirement 4: Revenue Proposal

Proposers should submit a revenue sharing proposal that describes how online advertising revenues will be allocated between the Proposer and the College.

VI. EVALUATION CRITERIA

A selection committee will be established to evaluate proposals. The section committee may elect to conduct oral interviews with any proposer. If required, oral interviews will be scheduled the week of April 12, 2010.

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The College will evaluate proposals and select a firm or team on the basis of the following criteria:

- a. Professional qualifications and experience (30%)
- b. Sales and Marketing Plan approach (30%)
- c. Revenue Proposal (40%)

The College will consider any Revenue Proposal that will produce a revenue stream to the College. Please consider all sales and compensation methods when developing your proposal.

VII. RFP SCHEDULE

Date (2010)	Event
April 17, 2010	Advertise for Bid
April 23, 2010 2:00PM; CDT	Final Questions Due via email to jmitchel@jjc.edu
April 30, 2010	Addendum Issued
May 6, 2010 2:00 PM; CDT	Proposals Due
May 6 -12, 2010	Committee Review
May 12 – 14, 2010	Presentations of Short-Listed Firms
June15, 2010	Tentative Board Award

VIII. PROPOSAL SUBMISSION

Six (6) copies or one (1) original copy, and one (1) CD or DVD of your proposal should be submitted in a sealed envelope and clearly marked as follows: **RFP R10002 – SALE OF JJC ON-LINE ADVERTISING SPACE- REBID.**

The proposal must be received on or before 2:00 PM; CDT, on May 6, 2010, to the attention of Ms. Judy Mitchell, Director Business & Auxiliary Services, Building H, Room 1018, 1215 Houbolt Rd., Joliet, IL 60431-8938

Firms mailing proposals should allow normal mail delivery time to ensure timely receipt of the proposal. The College is not responsible for the late arrival of proposals due to late or delayed mail delivery. **Proposals received after the designated date and time shall be returned unopened.**

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IX. GENERAL INFORMATION FOR PROPOSERS

10.1 Joliet Junior College Agreement for Professional and Consulting Services/Intellectual Property Assignment Agreement

A form of the standard JJC Agreement for Professional and Consulting Services attached hereto as **Exhibit A** for your review. Each proposing firm must agree to the general terms and conditions of this Agreement to be considered responsive to this RFP, and must agree to enter into an agreement containing such general terms and conditions if selected as the Contractor.

Additionally, a standard JJC Intellectual Property Assignment Agreement attached hereto as **Exhibit G** for your review. Each proposing firm must agree to the general terms and conditions of this agreement to be considered responsive to this RFP, and must agree to enter into a agreement containing such general terms and conditions if selected as the contractor and/or consultant.

10.2 Response to the RFP

If it becomes necessary to revise any part of this RFP, addenda will be provided to all firms that have received or responded to this RFP, and to any others that request them.

10.3 Joint Proposals

The College will accept a joint proposal by two or more firms, if the proposal states, in detail, the specific work to be performed by each of the firms. A proposal for a joint undertaking must delegate a named joint member full authority to negotiate, to execute contracts and to act on the behalf of the full consortium with respect to all components of the joint undertaking.

10.4 Presentations

Upon review of the proposals by the College and the selection committee, one or more firms may be invited to provide personal presentations. In such cases, the candidate shall be responsible for all costs incurred due to such requests.

10.5 Disclosure of Proposal Contents

If a proposal contains information that the proposer does not want disclosed or used for purposes other than the evaluation of the proposal, such information must be indicated and clearly marked by the proposer with an appropriate disclaimer. Materials submitted in connection with this RFP may be subject to disclosure under the Freedom of Information Act, 5 ILCS 140/1 *et seq.* The College makes no guarantee that materials will be kept confidential.

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10.6 Negotiations

The College has the sole power to determine the qualification, responsibility and capability of prospective contractors, the suitability of price, and other factors. All decisions by the College will be final and binding. The College reserves the right to negotiate the terms of an agreement for the work to be undertaken.

10.7 Acceptance of Proposal Content

The contents of the proposal of the successful proposer may become contractual obligations, if a contract ensues. Failure of the successful proposer to accept these obligations may result in cancellation of the award.

X. BASIS FOR PAYMENT

The Contractor shall submit monthly payments within fifteen (15) days of the last business day of each month.

XI. LIST OF EXHIBITS

Exhibit A. JJC Agreement for Professional and Consulting Services

Exhibit B. Certification of Contract/Bidder

Exhibit C. Insurance Requirements

NOTE: Exhibit “B” **MUST** be returned with your response to this RFP. Exhibits A, E, and F are for information purposes only.

* The Vendor/Contractor Certification Form must be completed by the proposer and any proposed subcontractor and returned along with responses to this RFP.

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EXHIBIT A

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 XXXXXXXXXXXXXXXXXXXXXXX will perform the professional services set forth in Attachment B 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 B 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 specified for requirements as stated in Attachment A. 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.
- 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 shall not 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.
- 5. TERMINATION.** This Agreement can be terminated before expiration by either COLLEGE or FIRM

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NAME given that written notice is provided to the other party at least thirty (30) days prior to the termination date.

- 6. INDEMNIFICATION.** To the extent permitted by law, FIRM NAME will protect, defend and hold Joliet Junior College, their trustees, individually and collectively and their affiliates, officers, agents and employees (the "Indemnified Parties") free and harmless from any and all liabilities, claims, demands, actions, costs, suits or matters 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's obligation to indemnify College shall survive the termination of this Agreement.
- 7. CONFIDENTIALITY.** So long as this Agreement remains in effect, FIRM NAME may have access to and become acquainted with various 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. Client 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 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

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officer of the College.

- 8. COMPENSATION.** The parties agree that FIRM NAME will be compensated by COLLEGE for its professional fees in connection with the Project as provided on Attachment A. Compensation for any additional services provided by FIRM NAME relating to the Project shall be as agreed by the parties.
- 9. COMPLIANCE.** FIRM NAME's 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.
- 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 contractor 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. 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 Professional Services 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 Professional Services Agreement.

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12. 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.

13. 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:

CONTACT NAME
Contact Title
Joliet Junior College
1215 Houbolt Road
Joliet, Illinois 60431

if to FIRM NAME:
Address
Address

CONTACT NAME

14. 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.

15. 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.

16. 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”.

17. 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 or related to 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.

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- 18. 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 replace any prior oral or written communications between COLLEGE and FIRM NAME.
- 19. 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 rights to recover reasonable attorney’s fees, costs and expert fees from the other party to be fixed by the court in the same action.
- 20. 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.
- 21. NO PUNITIVE OR CONSEQUENTIAL DAMAGES –** Any liability of FIRM NAME to College shall not include any special, consequential, incidental, punitive, or exemplary damages or loss nor any lost profits, savings, or business opportunity.

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.

AGREED TO AS OF: TODAY’S DATE

FIRM NAME:

JOLIET JUNIOR COLLEGE:

(Signature)

(Signature)

(Printed name)

(Printed name)

(Title)

(Title)

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Attachment A

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

Total Fees:	XXXXXXXX
Additional Expenses:	XXXXXXXX

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 30 FROM THE DATE OF THE INVOICE.

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ATTACHMENT B

FIRM NAME
SCOPE OF SERVICES

FIRM NAME will provide an overall ASSIGNMENT of COLLEGE. This is subject to the proposal by FIRM NAME to the College dated XXXXX.

SERVICES TO INCLUDE:

REPORTING

PROJECT CONTACT

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EXHIBIT B

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
Director of Business & Auxiliary Services, H-1018
1215 Houbolt Road
Joliet IL 60431

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EXHIBIT C

INSURANCE:

The successful bidder will be required to furnish a certificate of insurance in the following amounts:

The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all Work is completed and accepted by the Owner.

The Contractor will purchase and maintain “all risks” Builder’s Risk property insurance subject only to such exclusions as have been specifically approved by the Owner in writing.

A. Workers Compensation

1. State: Statutory
2. Applicable Federal: Statutory
3. Employer’s Liability:
 - a. \$1,000,000 per Accident
 - b. \$1,000,000 Occupational Disease

B. Commercial Comprehensive Liability

1. Each Occurrence: \$2,000,000
2. Products/Completed Operations Aggregate: \$2,000,000
3. Personal/Advertising Injury: \$2,000,000
4. General Aggregate: \$2,000,000
5. Policy shall include: \$2,000,000
 - a. Premises: Operations
 - b. Independent Contractors Liability
 - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
 - d. Contractual Liability
 - e. Coverage for explosion (x), collapse (c), and underground (u).
6. The Commercial Comprehensive Liability policy shall include a contractual Liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insureds on the Contractor’s Commercial Comprehensive Liability policy using Form CG 20 10 or its equivalent and shall name Joliet Junior College, its Board of Trustees,

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officers, employees and agents as additional insured's at a minimum. The Contractor hereby agrees to effectuate the naming of such additional insured's as unrestricted additional insured's on the Contractor's policy. The additional insured endorsement shall provide the following:

- a. That the coverage afforded the additional insurance will be primary insurance for the additional insurance with respect to claims arising out of operations performed by or on behalf of the Contractor.
- b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.
- c. That the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
- d. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance.
- e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof.
- f. That the Contractor agrees to indemnify the College for any applicable deductibles.
- g. That the insurance policy from an A.M. Best rated "secured" Illinois State licensed insurer.
- h. The Contractor shall provide the College with a copy of its insurance policy or in the alternative and subject to the College's agreement, an excerpt of a page from the actual policy evidencing the additional insureds as provided for herein.
- i. Contractor acknowledges that failure to obtain such insurance on behalf of the College constitutes a material breach of the contract and subjects Contractor to liability for damages, indemnification and all other legal remedies available to College. The Contractor is to provide the College at all times with a certificate of insurance, evidencing the above requirements have been met. The failure of the College to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the College.
- j. That enclosed is a copy of the endorsement providing additional insured's status and that the Contractor will furnish a Certificate of insurance evidencing the foregoing provisions.
- k. Please include clause below in the policy:
It is agreed that Joliet Junior College, its Board of Trustees, officers, employees, agents and (Architect/Engineer Name) are additional insureds on the policy.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

1. Bodily injury
 - a. \$1,000,000 per person
 - b. \$2,000,000 per accident
2. Property damage: \$1,000,000 OR

REQUEST FOR PROPOSAL
CONTRACT TO SELL JJC ON-LINE ADVERTISING SPACE

3. Combined Single limit: \$1,000,000

D. Umbrella

1. Umbrella Excess Liability: \$4,000,000
2. If the Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy written by an insurance company acceptable to the Owner may be used to meet the minimum limits required.

All such policies of insurance shall be written by companies approved by the College and Certificates of Insurance shall be furnished to the College. The College shall be listed as an additional insured under such policies. Each policy shall require at least 30 days notice to the College in the event of cancellation. The contractor agrees to indemnify, defend, and hold harmless the College from and against all suits or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur or which may be alleged to have occurred in the course of the performance of this Agreement by the Contractor, whether such sum claim shall be made by an employee of the Contractor, by a third person or their representatives, or whether or not it shall be claimed that the said injury, death, or damage or cause through a negligence act or omission of the Contractor; and the all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the College in any such action or actions, the Contractor, at its own expense, shall satisfy and discharge the same.