



JOLIET JUNIOR COLLEGE

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Joliet Junior College Independent External Evaluator - Consultant Request for Proposal

Proposal Due Date: 11/18/10 @ 1:00 P.M. CDT

All bids and supporting documentation, unless otherwise stated, must be submitted to Joliet Junior College, Attn: Director of Business & Auxiliary Services, Judy Mitchell with a subject line of Independent External Evaluator. One (1) original and two (2) copies will be required. Proposals must be received no later than 1:00 p.m. CDT on 11/18/10.

BUSINESS & AUXILIARY SERVICES: Joliet Junior College

Judy Mitchell, Dir. of Business & Auxiliary Services
1215 Houbolt Road
Joliet, Illinois 60431

E-mail: jmitchel@jjc.edu

RFP NAME: Independent External Evaluator - Consultant

Questions will be compiled and answers provided to all vendors. Requests for clarification should be emailed to Judy Mitchell at jmitchel@jjc.edu on or before 11/11/10 at 1:00 p.m. Winning bidder will be notified on 12/15/10 contingent upon Board approval.

Joliet Junior College is seeking consulting services to conduct an outside evaluation for the College's Emergency Management in Higher Education grant over a two-year period.

Joliet Junior College (JJC) reserves the right to accept or reject any or all bids. It is the college's intent to award this contract to the vendor who provides the best overall value to the college. Joliet Junior College is not obligated to award this contract to lowest bidder.

SCHEDULE OF EVENTS:

Distribution of RFP to Bidders	November 3, 2010	
Deadline for Receipt of Written Questions	November 11, 2010	2:00 p.m. CDT
Issuance of Written Response to Questions	November 15, 2010	
RFP Submission Deadline	November 18, 2010	1:00 p.m. CDT
Selection of Award	December 14, 2010	

Please direct proposal questions to: jmitchel@jjc.edu



OVERVIEW

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's fall enrollment has a combined total of approximately 15,000 credit and 6,000 non-credit students attending classes on its main campus and its extension campuses located in Romeoville, Joliet, Morris, and Frankfort.

SCOPE OF WORK

Joliet Junior College is seeking consulting services to conduct an outside evaluation of the College's Emergency Management in Higher Education grant. In performing these services, the following objectives are to be addressed:

1. Meet with project director at start of grant to establish evaluation criteria.
2. Meet with the project director quarterly throughout the two-year grant period to evaluate progress, aid with grant reporting, and ensure grant goals are being met.
3. Conduct and write the final summative evaluation at the end of the 24 month grant period.
4. Design and disseminate methods of evaluation appropriate to goals, objectives, and outcomes of projects.
5. Collect and track quantitative and qualitative data for each of the project's objectives and measurements.
6. Conduct focus groups and interview students, staff, and faculty with respect to the EMHE Grant.
7. Evaluate feedback received from assessments to determine if recommended actions are consistent with grant objectives.
8. Develop instruments to track and evaluate all training including NIMS and other programs.

REFERENCES

Please provide a list of references using the proposed consulting service. We prefer that you include references of other educational institutions similar in size and configuration as well.

Provide the organization name, contact name, address, email, phone number, date of service.

ADDITIONAL INFORMATION

The successful vendor will be required to sign a copy of JJC's Professional Services Agreement (Attachment A).

INSTRUCTION TO BIDDERS:

Bidder must propose all labor, material, and service requirements for the successful completion of this assignment, including all addenda issued thereto. One (1) original and two (2) copies will be required. BIDS RECEIVED AFTER THE BID DUE DATE OF NOVEMBER 18, 2010, 1:00 P.M.CST WILL NOT BE CONSIDERED AND RETURNED AFTER THE BID OPENING.



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TAXES:

The Joliet Junior College is a tax exempt Illinois Community College. The college is also exempt from Federal Exercise Tax.

SUBMISSION REQUIREMENTS:

The vendor shall include the following in their response:

1. Qualifications / Resume
2. Ability to Meet our Needs
3. Fee Structure
4. Prior Experience
5. References

CONFIDENTIALITY:

All bidders agree that any information about Joliet Junior College, which is exchanged as part of this bid, negotiation, or performance stages of this contract will be kept confidential by the bidder. Information exchanged with reference to enrollment, projects and future plans for expansion and other sensitive information are of most importance and are confidential.

PROPOSAL EVALUATION

It is the intent of the College to obtain the highest value at the most reasonable price. To achieve this goal, bids will be evaluated on several factors:

1. Qualifications / Resume
2. Ability to Meet our Needs
3. Fee Structure
4. Prior Experience
5. References

The College reserves the right to reject all proposals or to award the proposal that is in the best interest of the College.



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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 WITH YOUR BID TO:

Joliet Junior College District #525
Director of Business & Auxiliary Services, H-1018
1215 Houbolt Road
Joliet IL 60431



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Beginning Date: XXXXXXXXXXXX

Ending Date: XXXXXXXXXXXX

ATTACHMENT A

FIRM NAME: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXX

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

The Joliet Junior College (COLLEGE) and FIRM NAME (referenced above) agree that XXXXXXXXXXXXXXXXXXXX will perform the professional 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 XXXXXXXXXX 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 specified for requirements as stated in Attachment 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.
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 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. 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 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 professional fees in connection with the Project as provided on Attachment B. 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 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



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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.

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:

CONTACT NAME

Address

Address



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 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.
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 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.



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 or any lost profits, savings, or business opportunity.



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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)



Attachment A

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 **XXXXXX**.

Services to Include:

Reporting

Project Contact



Attachment B

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

Total Fees:	XXXXXXXXXX
Additional Expenses:	XXXXXXXXXX

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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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.

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