



# JOLIET JUNIOR COLLEGE

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1901

## Request for Proposal Print Management Strategy

### Addendum No. 2

DATE: March 2, 2011

*The following questions were received by the end of business day, February 25, 2011.*

1. Can JJC provide us with JJC's Non-Disclosure Agreement? **See attached contract.**
2. Can JJC provide us with a Word version of the RFP to ensure consistency of responses?  
**The Word document is attached.**
3. Does JJC have diversity spend initiatives? **JJC follows the guidelines set forth under Illinois Public Community College Act for procurement, we have no such initiative.**
4. Does JJC have a formal Asset Disposal program currently in place? If yes, could you please provide us the details of the program, i.e. asset retirement, data destruction, certification requirements, etc. **JJC has a board policy for surplus disposal.**
5. On page 8 under the section Scope of Work, question 1, Part A, it is stated "TCO should include list of output devices and purchase price, lease and rental contracts, annual cost of consumables, and maintenance costs. QUESTION: Assuming there are incumbent providers servicing JJC for which they have establish contracts; will the assessment provider have total access to this information? **Yes**
6. On page 9, number 11, JJC has asked for references from higher education institutions. QUESTION: Would JJC also like references for "Green Initiatives"? **Bidders may provide them, but they are not required.**
7. One page 10 under the section Proposed Pricing, the last sentence ends with "The cost proposal should contain:" QUESTION: Is there a list of specific items JJC would like contained within the responses? **No specific items, the quoted phrase may be stricken.**
8. Will you be sending out an RFP template for us to use for our responses to the RFP. **The Word document is attached.**
9. Can you please provide your growth and expansion plans by enrollment, buildings & staff for the next year, three years, and if possible five years? **Information on construction contained in Master Plan on JJC website. Enrollment projected at three per cent growth. Staff growth will be negligible.**

10. Can you please provide us the master plan and your specific objectives for sustainability/green initiatives as it pertains to document management? **College Master Plan and JJC Sustainability Initiatives have links on JJC home page.**
11. Can you please provide the referenced "Pro forma Contract"? **See attached contract.**
12. Question #7 on page 7 references "Responses to Questionnaire" which we don't seem to have a copy of. **Delete**
13. Page 10 under Proposed Pricing – There is mention that same should include the following and it looks like there should be additional information, however nothing is outlined on the page below. **"The cost proposal should contain:" may be stricken.**
14. What copier manufacturers do you currently use on campus? **MFD's-Xerox, Canon & Savin**
15. In order to assist us in understanding the scope, approximately how many imaging devices (include: printers, scanners, fax, copy) do you have? **Main Campus, year 2008-598 devices**
16. How many JJC locations will be included in the assessment? **All (Romeoville, Grundy, City Center, Frankfort, Weitendorf & Main)**
17. Do you currently have an internal charge to students for printing utilizing Blackboard, Equitrac or any other 'point of sale' solution? **Yes (some areas)**
18. Do you own or lease your current printers, copiers? If leasing are these leases coming up for renewal as part of the assessment? **MFD's are both lease and own. Yes.**
19. At this time how are the duties of toner supplies, service, and helpdesk support for the print environment handled internally? **All MFD's under Print Services have maintenance/toner agreements. All others are serviced by Technology Support Services staff.**
20. The RFP document is divided into sections. In our PDF of the RFP we noticed that Section IV appears to be missing, can you confirm? **There is no Section IV.**
21. In Section V (Format for Response) JJC outlines how it would like vendors to respond. Part 6 of this section states only "Responses to Questionnaire". Is this Part 6 asking for vendors to answer specific JJC questions that are noted elsewhere in the RFP document, and if so can you please specify where those questions are in your document? Alternatively, is this information perhaps referencing something outlined in the missing Section IV of the RFP PDF file or elsewhere, can you please supply us with this missing information? **Delete**
22. In Section VI – Evaluation, there is a sub-heading titled "Proposed Pricing" which at the end of the paragraph states "The cost proposal shall contain:" but is not followed by any further statements or directives. Should there be any additional directions or specific information under this section we need to be aware of and/or which vendors need to include under their proposed pricing submissions? **"The cost proposal should contain:" may be stricken.**
23. If we respond and win the Assessment RFP, will JJC allow the Assessment awardee to either:
  - a. Be directly awarded hardware, consulting, and services to execute recommended Print Management Strategy **No**  
– or –
  - b. Respond to the subsequent RFP for Managed Print goods and services, and be eligible to contract for and deliver hardware, consulting, and services as a result? **As long as the specifications for hardware are not limited to one specific manufacturer, you may submit a bid.**

24. Section V – Format for Responses – Add #11 to the responses:
- a. Please include projected time frame for your firm to complete the analysis and present final report/recommendation to JJC. **Yes**
25. Is the Print Service staff part of a union; are there any other unions that we should take into consideration for the strategy? **JJC has seven unions on campus.**
26. In the pre-bid meeting there was mention of six to seven committees at JJC, that faculty and staff was on. I.e. 1) a green initiative, 2) a paperless committee, etc. Can we get the names of these committees and a brief description of their intended direction and/or goals for JJC? **Committee goals with respect to this RFP include sustainability in human, financial and temporal resources as well as operational efficiencies and cost reduction.**
27. Is the college also looking to implement an electronic document storage and revival program/system as a part of the process? **College has a document imaging application.**
28. Would the college want to look into a document work flow system where as doc's that currently physically move from desk to desk can be moved electronically from desk to desk for viewing, approval, entering or removing data, or just filing? **College has a document imaging application. Work flow recommendations should take this into consideration.**
29. Under V. Format of Response, #6 refers to "Responses to Questionnaire". Is there a specific questionnaire that JJC wishes the bidding vendors to respond to? **Delete**
30. Under Proposed Pricing, is there anything meant to be included after the sentence, "The cost proposal should contain:" **"The cost proposal should contain:" may be stricken.**
31. We will need the following, please provide:
- a. List of JJC locations with addresses **Available on JJC website under Campuses**
  - b. An estimated number of print/copy/scan/fax devices per location, or in total for all locations **Main Campus, year 2008-598 devices**
  - c. Approximate percentage (or actual number) of devices that are networked **Approximately 45% are networked**
  - d. The number of departments at each location **Further information available on JJC website under Campuses**
  - e. The number of faculty, staff and students at each location **Further information available on JJC website under Campuses**
32. What type of access will we have to the facilities, faculty and staff? **Necessary access during assessment will be provided.**
33. Who will be the main point of contact (i.e., Project Manager) during the execution of the actual study? **Staff assignment will be made known after award of bid.**

Please acknowledge receipt of this addendum by emailing to [purchasing@jjc.edu](mailto:purchasing@jjc.edu)

**Include your name, title and company name in your acknowledgement email. Failure to so could result in disqualification of your bid.**

Issued by:

R11003

Judy Mitchell  
Director of Business & Auxiliary Services  
Joliet Junior College

**Additional information regarding this bid can be found at: [www.jjc.edu/info/purchasing](http://www.jjc.edu/info/purchasing)**



**PROFESSIONAL SERVICES AGREEMENT**

Beginning Date: XXXXXXXXXXXX  
Ending Date: XXXXXXXXXXXX

FIRM NAME: XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXX

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



## ***PROFESSIONAL SERVICES AGREEMENT***

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



## ***PROFESSIONAL SERVICES AGREEMENT***

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.



## **PROFESSIONAL SERVICES AGREEMENT**

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

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:



**PROFESSIONAL SERVICES AGREEMENT**

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 12<sup>th</sup> 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.



**PROFESSIONAL SERVICES AGREEMENT**

- 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.



**PROFESSIONAL SERVICES AGREEMENT**

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

**AGREED TO AS OF: TODAY'S DATE**

FIRM NAME:

JOLIET JUNIOR COLLEGE:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)



**PROFESSIONAL SERVICES AGREEMENT**

**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*



**PROFESSIONAL SERVICES AGREEMENT**

**Attachment B**

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

Total Fees: **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.

**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

XX/XX/XX

Contract Between **FIRM NAME** and Joliet Junior College



**PROFESSIONAL SERVICES AGREEMENT**

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