



JOLIET JUNIOR COLLEGE

1901

**JOLIET JUNIOR COLLEGE
ILLINOIS COMMUNITY COLLEGE DISTRICT #525**

**(Business & Auxiliary Services)
1215 Houbolt Road
Joliet, Illinois 60431-8938**

INSTRUCTIONS TO BIDDERS

Sealed proposals are invited for **CLOUD BACKUP FOR O365** pursuant to specifications. Vendors who do not submit a bid or who do not respond with a "no bid" will be removed from our vendor list for this item.

PROPOSALS:

Proposals will be received and publicly read aloud by the Joliet Junior College, Joliet, Will County, Illinois, at the place, date and time hereinafter designated. You are invited to be present if you so desire.

PLACE: Joliet Junior College District
Illinois Community College District #525
Director of Business & Auxiliary Services, Building A, Room 3102
1215 Houbolt Road
Joliet, IL 60431-8938

DATE: **AUGUST 30, 2019**

FAXES ARE NOT ACCEPTABLE

TIME: **10:00 AM**

Proposals received after this time will not be accepted.

Proposals must be made in accordance with the instructions contained herein. They shall be submitted on the forms provided on the College's website in a sealed envelope addressed to the Director of Business & Auxiliary Services, Building A, Room 3102, plainly marked, with the Bidder's Name and Address and the notation:

BID: **CLOUD BACKUP FOR O365**

PRE-BID MEETING: NOT REQUIRED

DELIVERY:

All prices must be quoted F.O.B., Joliet Junior College, 1215 Houbolt Road, Joliet, IL 60431 unless otherwise noted.

TAX EXEMPTION:

Joliet Junior College is exempt from Federal, State, and Municipal taxes.

SIGNATURE ON BIDS:

Joliet Junior College requires the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents and that these instructions to bidders are a part of the specifications.

BIDDING PROCEDURES:

1. No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.
2. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
3. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the College who will, if necessary, send written addendum to all bidders. The college will not be responsible for any oral instructions. All inquiries shall be directed to the Director of Business & Auxiliary Services. After bids are received, no allowance will be made for oversight by bidder.

SUBSTITUTIONS:

1. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
2. Any dealer bidding an equal product must specify brand name, model number, and supply specifications of product. The Board shall be the sole judge of whether an article shall be deemed to be equal.
3. A bidder's failure to meet the minimum specifications as listed may result in disqualification of his bid.

REJECTION OF BIDS:

The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at its discretion, only certain items quoted on. The College Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract.

BUSINESS ENTERPRISE PROGRAM (BEP):**MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:**

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include 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).

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 <http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification.

For applicable projects, vendors may be asked to submit a [utilization plan](#) and [letter of intent](#) that meets or exceeds the identified 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.

ACKNOWLEDGEMENT OF ADDENDA:

Signature of company official on original document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.

Bidders who obtain a copy of the bid from our web site are responsible for checking back on the site for any addenda issued.

CLERICAL ERRORS:

If applicable, all errors in price extensions will be corrected by Joliet Junior College and totals for award determination corrected accordingly, unless the bidder specifies that no change be made in the total submitted. In this case, all incorrect price extensions will be noted at "lot", and award determination made on the basis of total price submitted.

SAMPLES:

Bidder may be required to furnish samples upon request and without charge to the College.

BID SECURITY: NOT REQUIRED

PAYMENTS:

Certified Payroll: **NOT REQUIRED**

Partial Lien Waivers: **NOT REQUIRED**

Final Lien Waivers: **NOT REQUIRED**

INSURANCE:

Consulting and Professional Services – IT Insurance Requirements

Worker's Compensation (Coverage A) as required by Illinois statutes, for all employees engaged in the work.

Employers' Liability Insurance (Coverage B) – Minimum of \$500,000

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 ONE MILLION DOLLARS (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations.

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 ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

Professional Liability (Errors and Omissions Liability), including Network Security and Privacy Liability: The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract.

In the event that the professional liability insurance require *by* this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the contract.

If Contractor contends that any of the insurance it maintain pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks:

- Liability arising from theft, dissemination, and/ or use of confidential information (a defined term including, but not limited to, bank account and credit card account information and personal information, such as name, address, social security numbers, etc.) stored or transmitted in electronic form
- Network security liability arising from the unauthorized access to, use of, or tampering with

computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

Additional Requirements:

- The policy shall provide a waiver of subrogation
- The policy shall be endorsed to include additional insured language, such as: "Joliet Junior College, its affiliated organizations, successors, or assignees and its officials, trustees, employees, agents, and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor."

| Minimum Limits | |
|----------------|-------------|
| Per Loss | \$1,000,000 |
| Aggregate | \$1,000,000 |

Crime Coverage, if applicable: Coverage shall include employee dishonesty, forgery, or alteration and computer fraud. If Contractor is physically located on Joliet Junior College premises, third-party fidelity coverage extension shall apply.

The policy shall include coverage for all employees of the Contractor.

- The bond or policy shall include coverage for extended theft and mysterious disappearance.
- The bond or policy shall not contain a condition requiring an arrest and conviction.

| Minimum Limits | |
|----------------|----------------|
| Per Loss | \$1,000,000.00 |

Additional Insurance Requirements: The policies shall include, or be endorse to include, the following provisions:

1. On insurance policies where Joliet Junior College is named as an additional insured, Joliet Junior College shall be an additional insured to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to Joliet Junior College, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to Joliet Junior College, **attention to Robert Galick, Vice President of Administrative Services, at 1215 Houbolt Road, Joliet, IL, 60431**. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify Joliet Junior College of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Illinois and with an "A.M. Best" rating of not less than A- VII. Joliet Junior

College in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage: Contractor shall furnish Joliet Junior College with certificates of insurance (ACORD form or equivalent) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by Joliet Junior College before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this contract shall be sent directly to Joliet Junior College at the address shown. The project/ contract number and project description shall be noted on the certificate of insurance. Joliet Junior College reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.

Subcontractors: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies, or Contractor shall furnish to Joliet Junior College separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

Approval: Any modification or variation from the insurance requirements in this contract shall be made by the risk management department or the Vice President of Administrative Services, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

PERFORMANCE BONDS: NOT REQUIRED

LAWS AND ORDINANCES:

In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.

SEX OFFENDER REGISTRATION REQUIREMENT NOTIFICATION:

Illinois Compiled Statutes (730 ILCS 150/2) requires that any person who is required by law to register as a sex offender and who is either a student or an employee at an institution of higher education, must also register with the police department of the institution they are employed by or attending. For purposes of this act, a student or employee is defined as anyone working at or attending the institution for a period of five (5) days or an aggregate period of more than thirty (30) days during a calendar year. This includes persons operating as or employed by an outside contractor at the institution. Anyone meeting the above requirements is required to register at the Campus Police Department located in G1013, within five (5) days of enrolling or becoming employed. Persons failing to register are subject to criminal prosecution.

DAMAGE AND NEGLIGENCE:

The Contractor agrees to indemnify and save harmless the College and employees from and against all loss, including costs and attorney's fees, by reasons or liability imposed by law upon the College for damages because of bodily injury, including death at any time resulting therefrom, sustained by any

person or persons or on account of damage to property including loss of use thereof as provided in the General Conditions and Supplementary Conditions.

College shall not be responsible for damages, delays, or failure to perform on its part resulting from acts or occurrences of force majeure. "Force majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, floods and other adverse and inclement weather conditions; (b) fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance; (c) labor dispute, strike, work slow down, picketing, primary boycotts, secondary boycotts or boycotts of any kind and nature, or work stoppages; (d) any law, order, regulation ordinance, or requirement of any government or legal body or any representative of any such government or legal body; (e) inability to secure necessary materials, equipment, parts or other components of the project as a result of transportation difficulties, fuel or energy shortages, or acts or omission of any common carriers; or (f) any other similar cause or similar event beyond the reasonable control of College.

INVESTIGATION OF BIDDERS:

The College will make any necessary investigation to determine the ability of the bidder to fulfill the proposal requirements. Joliet Junior College reserves the right to reject any proposal if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.

DISCLOSURE:

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

APPRENTICESHIP AND TRAINING PROGRAMS: NOT REQUIRED

SUBCONTRACTORS:

Bidders must state on the proposal form all subcontractors he intends to use for this project. Failure to do so may be cause for rejection of bid.

PREVAILING WAGE RATE: NOT REQUIRED

BID QUANTITIES:

The College Board will reserve the right to increase or decrease, within reasonable limits, such quantities as need requires and at the unit price stated.

BID AWARDS:

The successful contractor, and/or any contractor shall not proceed on this bid until it receives a purchase order from the college. Failure to comply is the risk of that contractor.

TERMINATION OF FUNDING:

JJC's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed under this Contract up to the effective date of termination. JJC shall give notice of such termination for funding as soon as practicable after JJC becomes aware of the failure of funding.

CHANGES TO CONTRACT AFTER BID AWARD:

There shall be no deviations from any work without a written change order. All change orders must be

approved by the Director of Business & Auxiliary Services or Vice President of Administrative Services as well as executed by the successful contractor.

If a change order or aggregate of change orders are 10% or more of the contract price, and such change orders are not approved, in writing, by either the Director of Business & Auxiliary Services or Vice President of Administrative Services, the successful contractor shall not be entitled to any type of compensation for services or materials provided.

GENERAL:

Joliet Junior College is committed to a policy of non-discrimination on the basis of sex, handicap, race, color, and national or ethnic origin in the admission, employment, educational programs, and activities it operates. Inquiries should be addressed to the Director of Human Resources.

The contractor (or vendor) shall agree to save and hold harmless the Joliet Junior College, the members of its College Board, its agents, servants and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing out of the performance of, or failure to perform its contract.

This contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act. The Customer reserves the right to request additional information after your proposal has been submitted.

BLACKOUT PERIOD:

After the College has advertised for bids, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such bidders or sub-bidders making such request shall be made in writing at least seven (7) days prior to the date for receipt of bids. No vendor shall visit or contact any College officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. 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 bidder's response.



Janice Reedus
Director of Business & Auxiliary Services

JOLIET JUNIOR COLLEGE
ILLINOIS COMMUNITY COLLEGE DISTRICT #525
(Business & Auxiliary Services)
1215 Houbolt Road
Joliet, Illinois 60431-8938
Telephone: (815) 280-6640
Fax: (815) 280-6631

INFORMATION PERTAINING TO OUR BIDS CAN BE FOUND AT THE FOLLOWING WEBSITE:
<http://www.jjc.edu/community/vendors>

QUESTIONS PERTAINING TO OUR BIDS CAN BE EMAILED TO:
purchasing@jjc.edu

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.

SIGNATURE OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM **MUST** BE RETURNED WITH YOUR BID TO:

Joliet Junior College
Illinois Community College District #525
Director of Business & Auxiliary Services, Building A, Room 3102
1215 Houbolt Road
Joliet IL 60431

**Joliet Junior College
Request for Bid
CLOUD BACKUP FOR O365**

SPECIFICATIONS:

Joliet Junior College is looking for a cloud-to-cloud backup solution to protect SaaS data in O365 enabling the college to extend data protection and accessibility best practices to the cloud.

1. 2000 Licenses to backup O365 faculty/staff accounts
2. Backup of Mailbox, SharePoint, OneDrive, Calendar, and Contacts at minimum. List other options.
3. Ability to automatically backup at least 3 times per day.
4. Ability to backup Shared Mailboxes with no additional cost towards licensing.
5. Web interface for account management.
6. Ability to control account membership by uploading a file of current active users.
7. The term of the contract will be three or five years, as decided by Joliet Junior College.
8. Archived and shared mailboxes shall not count toward licenses.
9. License shall cover all services per user.
10. Training shall be a lump sum cost to train approximately 1-3 individuals in ‘group training session’ format. The college reserves the right to increase the number of individuals to be trained in this group session.
11. Bidders will be prompted to describe migration specifications and limitations from the existing platform (Backupify) to the proposed platform.

| ITEM | DESCRIPTION | QNTY |
|-------------|---|-------------|
| 1 | 12-MONTH LICENSE TO BACKUP O365 FACULTY/STAFF ACCOUNTS | 2000 |
| 2 | IMPLEMENTATION COST | 1 |
| 3 | GROUP TRAINING SESSION | 1 |
| 4 | OPTION: 36-MONTH LICENSE TO BACKUP O365 FACULTY/STAFF ACCOUNTS | 2000 |
| 5 | OPTION: 60-MONTH LICENSE TO BACKUP O365 FACULTY/STAFF ACCOUNTS | 2000 |
| 6 | MIGRATION COSTS (LUMP SUM) | 1 |

Pricing must be entered into the ESM Sourcing solution matrix online

**Joliet Junior College
Request for Bid
CLOUD BACKUP FOR O365**

Firms will be given the option to choose one of the following renewal options:

1. For the annual renewals after the initial one-year term, we will provide annual service at the cost indicated on the pricing sheet
2. For the annual renewals after the initial one-year term, we will provide annual service at the cost indicated on the pricing sheet plus an escalator of _____ per year.
3. For the annual renewals after the initial one-year term, we will provide annual service at the cost indicated on the pricing sheet plus inflation as determined by the increase in CPI for the Chicago area.
4. We propose an inflation factor tied to _____ (specify your index or means of computing the increase).

To sign up for electronic funds transfer, complete the EFT Transfer Authorization Agreement online at: jjc.edu/financial-services/Pages/accounts-payable.aspx

To make changes to your currently selected payment method, please contact Joliet Junior College's Accounts Payable Department at 815-280-2260 or accountspayable@jjc.edu.

| | |
|--|--|
| Firm | Authorized Signature |
| Address | Printed Signature |
| City State Zip | Date () Phone Number |
| E-mail Address | FAX |

Bid results can be viewed at www.jjc.edu/community/vendors