



# JOLIET JUNIOR COLLEGE

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## JOLIET

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

### INSTRUCTIONS TO BIDDERS

Sealed proposals are invited for **FOOD SUPPLIES** 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:** MAY 24, 2013

#### **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:** FOOD SUPPLIES

**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 No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.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.

**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: NOT REQUIRED**

**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.

**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.



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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/info/purchasing>

**QUESTIONS PERTAINING TO OUR BIDS CAN BE EMAILED TO:**  
[purchasing@jjc.edu](mailto: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

**CERTIFICATE OF COMPLIANCE WITH  
ILLINOIS DRUG-FREE WORKPLACE ACT**

\_\_\_\_\_, does hereby certify pursuant to the *Illinois Drug-Free Workplace Act* (30 ILCS 580/) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

\_\_\_\_\_  
By Authorized Agent

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN TO before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**JOLIET JUNIOR COLLEGE  
SPECIFICATIONS  
FOOD SERVICE SUPPLIES**

The Joliet Junior College Food Service is requesting bids for the 2016-2017 school year. The following terms shall supersede any terms in the attached bid terms and conditions. ***All questions should be emailed to [purchasing@jjc.edu](mailto:purchasing@jjc.edu) by May 16, 2016 and will be answered in an addendum.***

1. Joliet Junior College reserves the right to award to one or multiple vendors. To be considered for award in each category, vendors must bid on 90% of all items on the product listing for that category. Please download the excel spreadsheet which is also posted to our website named *Food Service Pricing Spreadsheet* at the following website: [www.jjc.edu/business-auxiliary/purchasing](http://www.jjc.edu/business-auxiliary/purchasing). Use of this spreadsheet is required to submit your bid. Include a CD or flash drive of the completed spreadsheet as well as a print out your completed spreadsheet with bid documents in a sealed envelope as instructed on the instruction to bidders.
2. As shown on the pricing spreadsheet, the College is requesting unit pricing for a number of high volume items. For the remainder of the items, the college is requesting a markup schedule by category. Percentage markups should be based on the vendor's actual cost.
3. If bid items become unavailable due to circumstances out of the awarded vendor's control, vendor must provide an equivalent product approved by the College at equal or better pricing.
4. All substitutions and stock-outs on said items must be corrected within 1 week.
5. Bidders on the food portion must provide the following free of charge:
  - software which will provide:
    - nutritional values of all food products ordered,
    - inventory program,
    - catering planning function,
    - multi-vendor capability,
    - recipe creation,
    - inventory cost analysis,
    - menu creation ability, and
    - purchase order tracking.
  - Hardware:
    - Three (3) tablet devices for ordering and inventory purposes
  - On-site support for setup of inventory program to storage areas upon start of agreement and on an annual basis
6. Bid prices must be valid for period July 1, 2016 through June 30, 2017. Indicate commodities which are not subject to this pricing on the bid form.
7. Delivery requirements are two delivery days per week: Monday and Thursday; additional delivery days may be requested.
8. Delivery times must be between 5:00 a.m. and 7:00 a.m. on the specified dates.
9. If a regularly scheduled delivery date falls on a holiday or school closing, delivery shall be automatically rescheduled for the next operational business day.
10. Bid must be fixed for all non-commodity products and cost plus on commodity items i.e., produce, fresh meats, and coffee for the duration of the bid.
11. The college has multiple accounts for shipping & billing purposes. Delivery locations are as follows:
  - **City Center Campus:** Chicago St. & Webster St., Joliet, IL (approximate start date 01/01/17)
  - **Main Campus Building J Loading Dock:** 1215 Houbolt Rd., Joliet, IL (approximate end date 01/01/17)
  - **Main Campus Building A Loading Dock:** 1215 Houbolt Rd., Joliet, IL
  - **Romeoville Campus:** 1125 W. Romeo Road (W. 135<sup>th</sup> Street), Romeoville, IL (possible delivery location after July 1, 2017)

**JOLIET JUNIOR COLLEGE  
SPECIFICATIONS  
FOOD SERVICE SUPPLIES**

12. If bidder has any rebates or incentives (ex: drop size, new vendor, prompt payment) to be offered to Joliet Junior College, please list the incentive in the specified area on the bid form.
13. Awarded bidder must provide to the College, at no expense, eleven (11) hot beverage machines including repair services for these machines within 24 hours of notification:
  - Two (2) Dual 3 gallon Coffee Maker with Hot Water dispenser.
  - One (1) Single Pot Coffee Machine
  - Five (5) Coffee Twin brewers to accommodate Pump pots
  - Three (3) Automatic Espresso/Cappuccino Machines (comparable to Nescafe Milano 2.0)
    - Programmable to produce following hot/cold beverages and approximately 250 cups per day
    - Multiple sizes 12oz, 16oz & 20oz
    - Espresso
    - Cappuccino
    - Latte
    - Hot Chocolate
    - Mocha
    - Americano
    - Iced Beverages of the same as above
14. The contract for this service will be for a twelve month period beginning July 1, 2016 with an option to renew for two additional years if the College is satisfied with the service. CPI – Chicago Index is the preferred inflation factor for annual renewals; however, other renewal options will be considered.
15. All bidders must quote on commodity items (items which vary from week to week) using the same pricing period. The date for pricing is:
  - The week of May 2, 2016
16. For all commodity items (items which vary from week to week) using pricing the week of May 2, 2016 indicate with an asterisk under the last column of spreadsheet titled: Indicate commodity items subject to pricing changes.
17. Awarded vendor must also:
  - Schedule monthly broker visits with samples of new products to improve service
  - Include a \$200 monthly allowance for new offerings and samples
  - Provide a Scholarship Donation
18. Awarded vendor must provide monthly reporting on:
  - Spend
  - Variances
  - Credits
  - Bid Stock Efficiency
  - Overall Stock Efficiency
  - Non-Bid Items: Usage, Volume, Spend

**JOLIET JUNIOR COLLEGE  
REQUEST FOR BID  
FOOD SERVICE SUPPLIES**

You are invited to submit a bid for **FOOD SERVICE SUPPLIES**. Please include delivery charges in your bid. The college is exempt from all sales tax.

The contract for this service will be for a twelve month period beginning July 1, 2016 with an option to renew for two additional years if the College is satisfied with the overall service. Please include your option for renewal if considered below.

Please describe your policy for adding additional delivery dates:		
Please list all rebates & incentives:		
Please provide a markup schedule by category:		
_____ Disposables		_____ Dairy
_____ Grocery		_____ Chemicals
_____ Frozen		_____ Beverage
_____ Meat		_____ Produce
_____ Seafood		_____ Tabletop
_____ Poultry		
Please provide the hot beverage machine information requested below:		
<b>DESCRIPTION</b>	<b>MAKE</b>	<b>MODEL</b>
Two (2) Dual 3 gallon Coffee Maker with Hot Water dispenser		
One (1) Single Pot Coffee Machine		
Five (5) Coffee Twin brewers to accommodate Pump pots		
Three (3) Automatic Espresso/Cappuccino Machines (comparable to Nescafe Milano 2.0)		
Does your bid pricing derive from a consortium or group purchasing organization? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes, please list here: _____		
How much will your company be donating for scholarships? \$ _____		

**JOLIET JUNIOR COLLEGE  
REQUEST FOR BID  
FOOD SERVICE SUPPLIES**

**Choose mark one option with an X:**

\_\_\_\_\_ For the annual renewals after the initial one-year term, we will provide annual service at the cost indicated on the spreadsheet plus an escalator of \_\_\_\_\_ per year.

\_\_\_\_\_ We propose an inflation factor tied to (specify your index or means of computing the increase).  
\_\_\_\_\_

\_\_\_\_\_ We do not wish to provide a factor to subsequent year's increases.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
CITY      STATE      ZIP

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

BID INFORMATION CAN BE VIEWED AT [WWW.JJC.EDU/INFO/PURCHASING](http://WWW.JJC.EDU/INFO/PURCHASING)