

**Entity Name:** Joliet Junior College  
**Event Number:** 1636  
**Event ID:** B18043  
**Event Name:** Steel Band Instruments  
**Requested By:** Roxanne Venegas  
**Created By:** Roxanne Venegas  
**Due By Date:** 05/28/2019 1:00 PM Central Time

**Effective Start Date:**

**Effective End Date:**

**Q&A Cutoff Date:** 05/23/2019 10:00 AM Central Time

**Invitation Type:** Open Invitation

**Assigned Commodities:**

**Allow Supplier Terms and Conditions:** No

**Public Responses:** Yes

**Posting Board Status:** Not Published

**Event Status:** Ready for Responses

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**Section #: Name:**

**1 Section 1 - Instructions to Bidders (Bids)**

**INSTRUCTIONS TO BIDDERS:**

Sealed proposals are invited pursuant to specifications.

**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

Proposals must be made in accordance with the instructions contained herein. Proposals received after this time will not be accepted.

**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 No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.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 \(BEP\)](http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx) 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 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.

**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.

The parties to any contract (inclusive of subcontractors) resulting from this bid hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this bid must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder who submits a bid or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

The Customer reserves the right to request additional information after your proposal has been submitted.



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**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

**QUESTIONS PERTAINING TO OUR BIDS CAN BE SUBMITTED THROUGH THIS ELECTRONIC BIDDING SYSTEM**

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**2 Section 2 - Standard Line Item Pricing**

Please see file Event B18043 - Line Item List.xlsx

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**3 Section 3 - Q/A Section**

1. Is your firm certified by the Illinois CMS Business Enterprise Program (BEP)?  
  
 YES  
 NO
  
2. Have you completed, scanned, and attached the required Certification of Contract/Bidder form to your bid?  
  
 Yes

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**Terms and Conditions**

**General Terms and Conditions**

None

**Event Specific Terms and Conditions**

None

ESM Solutions - Sourcing - Line Item Bid

Event ID B18043  
 Event Name Steel Band Instruments  
 Section Name Standard Line Item Pricing  
 Section Description  
 Section Attachments

<b>Item/Service (Required - Entity)</b>	<b>Quantity (Required Entity)</b>	<b>Unit Bid Price (Required Supplier)</b>	<b>Extended Bid Price</b>	
Tenor(Lead pan) painted	5			
Double seconds painted	3			
Triple Cello/Guitar set painted	2			
Six Bass set painted	1			
Black powder-coated stands with wheels	17			
Mallets for all instruments included If mallets are included at no additional cost, please enter zero (0) as the unit bid price.	1			
Shipping for all equipment listed	1			