



# JOLIET JUNIOR COLLEGE

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**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 **BUS & MOTOR COACH RENTAL** 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

**DATE:** **NOVEMBER 14, 2019**

**FAXES ARE NOT ACCEPTABLE**

**TIME:** **2:00 PM**

Proposals received after this time will not be accepted.

Proposals must be submitted through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. A step-by-step supplier registration guide is posted to the college's website for your reference. General supplier guides are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

**Registration Link:**

<https://supplier.esmsolutions.com/registration#/registration/contactInformation/>

**General Supplier Guide (ESM Documents):**

<https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides>

**Supplier Registration Guide (JJC Document):**

<https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier%20Registration%20Screenshots%20Final.pdf>

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 No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.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

The successful bidder will be required to furnish a certificate of insurance in the following amounts:

The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all Work is completed and accepted by the Owner.

The Contractor will purchase and maintain "all risks" Builder's Risk property insurance, where applicable, subject only to such exclusions as have been specifically approved by the Owner in writing.

#### **A. Workers Compensation**

1. State: Statutory
2. Applicable Federal: Statutory
3. Employer's Liability:
  - a. \$1,000,000 per Accident
  - b. \$1,000,000 Occupational Disease

#### **B. Commercial Comprehensive Liability**

1. Each Occurrence: \$1,000,000
2. Products/Completed Operations Aggregate: \$2,000,000
3. Personal/Advertising Injury: \$1,000,000
4. General Aggregate: \$2,000,000
5. Policy shall include: \$2,000,000
  - a. Premises: Operations
  - b. Independent Contractors Liability
  - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
  - d. Contractual Liability
  - e. Coverage for explosion (x), collapse (c), and underground (u).
6. The Commercial Comprehensive Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insured on the Contractor's Commercial Comprehensive Liability policy using Form CG 20 10 or its equivalent and shall name Joliet Junior College, its Board of Trustees, officers, employees and agents as additional named insured's at a minimum. The Contractor hereby agrees to effectuate the naming of such additional insured's as unrestricted additional insured's on the Contractor's policy. The additional insured endorsement shall provide the following:
  - a. That the coverage afforded the additional insurance will be primary/non-contributory insurance for the additional insurance with respect to claims arising out of operations performed by or on behalf of the Contractor.

b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.

c. That the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.

d. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance.

e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof.

f. That the Contractor agrees to indemnify the College for any applicable deductibles.

g. That the insurance policy from an A.M. Best rated "secured" Illinois State licensed insurer.

h. The Contractor shall provide the College with a copy of its insurance policy or in the alternative and subject to the College's agreement, an excerpt of a page from the actual policy evidencing the additional insureds as provided for herein.

i. Contractor acknowledges that failure to obtain such insurance on behalf of the College constitutes a material breach of the contract and subjects Contractor to liability for damages, indemnification and all other legal remedies available to College. The Contractor is to provide the College at all times with a certificate of insurance, evidencing the above requirements have been met. The failure of the College to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the College.

j. That enclosed is a copy of the endorsement providing additional insured's status and that the Contractor will furnish a Certificate of insurance evidencing the foregoing provisions.

k. Please include clause below in the policy:

It is agreed that Joliet Junior College, its Board of Trustees, officers, employees, agents and (Architect/Engineer Name) are additional insureds on the policy.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

1. Bodily injury

a. \$1,000,000 per person

b. \$2,000,000 per accident

2. Property damage: \$1,000,000 OR

3. Combined Single limit: \$1,000,000

D. Umbrella

1. Umbrella Excess Liability: \$4,000,000

2. If the Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy written by an insurance company acceptable to the Owner may be used to meet the minimum limits required.

3. Follow-form or Primary/Non-Contributory (PNC) status and Waiver of Subrogation (WOS) for Joliet Junior College

All such policies of insurance shall be written by companies approved by the College and Certificates of Insurance shall be furnished to the College. The College shall be listed as an additional named insured under such policies. Each policy shall require at least 30 days' notice to the College in the event of cancellation. The contractor agrees to indemnify, defend, and hold harmless the College from and against all suits or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur or which may be alleged to have occurred in the course of the performance of this Agreement by the Contractor, whether such sum claim shall be made by an employee of the Contractor, by a third person or their representatives, or whether or not it shall be claimed that the said injury, death, or damage or cause through a negligence act or omission of the Contractor; and the all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the College in any such action or actions, the Contractor, at its own expense, shall satisfy and discharge the same.

## **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.

**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/community/vendors>

**QUESTIONS PERTAINING TO OUR BIDS CAN BE SUBMITTED THROUGH THE ESM ELECTRONIC SOURCING SOLUTION.**

**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 SCANNED AND SUBMITTED WITH YOUR BID

**Joliet Junior College**  
**Request for Bid**  
**BUS & MOTOR COACH RENTAL**

**SPECIFICATIONS:**

Joliet Junior College requests bids on the items listed below for the rental of charter buses during the period January 1, 2020 through June 30, 2020 to keep in line with the college's fiscal year. This agreement may be renewed for an additional two fiscal years upon the agreement of both parties. Joliet Junior College's fiscal year is July 1<sup>st</sup> – June 30<sup>th</sup>.

The anticipated annual bus rental in a fiscal year is approximately: 13 -16 events pending budget.

Bus rental includes a licensed driver.

Minimum Requirements:

- Must include Wi-Fi for athletes to access online school work at no extra charge
- Must include USB connections and/or outlets
- Cancellation policy must allow for same day cancellations without additional fees
- Must include an on-board restroom for the softball spring trip

The College shall not be bound to rent this estimated usage.

***In the event the bus size requested is not available, awarded bidder must offer a larger bus at the same rate as the requested bus.*** In the event the lowest bidder does not have any buses available when needed, the College reserves the right to go to the next lowest bidder.

The College requires bus pick-up/drop off from the College's main campus at **1215 Houbolt Road, Joliet, IL.**

A schedule for the current fiscal year (July1-June 30) sports team travel is attached.

Joliet Junior College reserves the right to cancel this contract upon 15 days notice in the event the services requested are not delivered in a manner desired by the College. The safety record/operation of the vendor is a vital consideration. The college requires that the vendor be D.O.T. certified and licensed to provide the types of services requested. The successful vendor must provide copies of all certifications and licenses.

The vendor's completeness of the bid response and past service to clients will be considered in the bid award.

**Pricing must be submitted in the matrix through the ESM Solutions electronic sourcing site.** The college is requesting pricing for a 28-passenger mini bus, a 40-passenger mini bus, and a 50-passenger motor coach. The 2019-2020 athletic travel schedule is attached to illustrate the typical annual commitment.

**The following must be completed through the ESM Solutions electronic sourcing site to be considered:**

- Complete pricing matrix through the ESM Solutions electronic sourcing site.
- Complete the Q/A Section through the ESM Solutions electronic sourcing site.
- Scan and attach the completed certification of bidder form included within the bid document.
- Scan and attach the completed certification of compliance with the Illinois drug-free workplace act.

Bid results can be viewed at [www.jjc.edu/community/vendors](http://www.jjc.edu/community/vendors)