

CITY COLLEGES[®]
OF CHICAGO

MAY 10, 2023
ADDENDUM NO. 2

SEALED BID #MWJ2302
JANITORIAL SUPPLY PRODUCTS AND EQUIPMENT – DISTRICT WIDE

ONE (1) ORIGINAL SIGNATURE HARD COPY AND ONE (1) USB OF THE BID TO BE SUBMITTED TO:

City Colleges of Chicago
Dawson Technical Institute
Business and Procurement Services
3901 S. State Street, Room 102
Chicago, IL 60609
Attn: Marietta Williams-Johnson, Sr. Contract Administrator

All Bids are due by Friday, May 19, 2023, no later than 12:00 p.m. local Chicago CDT

Part I - Questions, Answers and Clarification of Information

- Q1 How can Prime/Bidders that are MBEs and/or WBEs meet/fulfill the goals of MBE 25% and WBE 7% requirements?
- A Pursuant to **Appendix 1, MBE/WBE Participation Plan, Section 6.1.**, if the Bidder or Proposer is a certified MBE most of the total contract value can be counted toward the fulfillment of the MBE goal and similarly, if a WBE is the Bidder or Proposer, most of the total contract value can be counted toward the fulfillment of the WBE goal. However, MBE Bidders/Proposers must obtain a certified WBE subcontractor and a WBE Bidder/Proposer must obtain a certified MBE subcontractor to meet the respective goals. In the event the Bidder/Proposer's specific scope of services does not provide an opportunity for direct subcontracting, the Bidder/Proposer must consider other ways to engage MBEs and WBEs to meet the contract participation goals. The expenditures with MBE and WBE vendors that are being used in the Bidder/Proposer's overall business operations for goods or services that are ancillary to the CCC contract such as transportation, advertising, accounting, landscaping, office supply can be credited at 100%. Per Section 8.1, If a Bidder/Proposer is unable to identify certified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for a contract, the bid/proposal must include a Schedule D (written request for waiver). Submission of the Schedule D is not an automatic approval of the requested waiver. The approval of the requested waiver will be based, in part by the supporting documentation demonstrating the Bidder/Proposer's inability to obtain sufficient certified MBE and WBE firms, notwithstanding good faith attempts to achieve such participation.

Part III - Modifications to the Bid/RFP document

Item No. 1 Delete language in:
Addendum No. 1 - Section 00300 – Special Conditions - 3.03 – Contract Award

Replace with the following Addendum No. 2 - 00300 – Special Conditions – 3.03 – Contract Award

3.03 Contract Award

This contract will become effective after approval by the Board of Trustees and the issuance of purchase order to the selected vendor(s) with the lowest responsive and responsible bid(s).

Item No. 2 Delete language in:
Addendum No. 1 – Appendix VI – Professional Services Agreement. This is not a requirement for this bid.

Replace with: After further discussion with our General Counsel’s Office, CCC will continue to utilize our standard Purchase Order “Conditions of Purchase” terms, see example copy included in this Addendum.

Item No. 3 The following language in “RED” is being added to Section 00100 – Bidding Requirements in Article 1.05 – Preparation of Bid, which now reads:

1.05 Preparation of Bid

The bidder shall prepare his bid on the bid submittal forms. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specifications, must be filled in correctly. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary shall execute the bid. The Corporate seal shall be affixed to the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the City Colleges of Chicago shall be submitted.

If bidder is a sole proprietor, he shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name, must be registered with the Illinois county in which located, as provided in Chapter 96, Section 4 et sub, Illinois Revised Statutes 1967.

In order for Bidders to bid on any City Colleges of Chicago solicitations, they must meet the following requirements:

- **Must be incorporated for a total of two (2) full calendar years.**

- Must be registered to do business in the State of Illinois regardless of the state of origin.
- Must also be in “Good Standing” with the Office of the Illinois Secretary of State. Please be sure to check your “Good Standing” status with the link provided here: <https://apps.ilsos.gov/corporatellc/> and that while doing business with City Colleges of Chicago will remain in “Good Standing”.

REMINDER REGARDING ADDENDUM NO. 1 – REVISED – APPENDIX V – BID QUOTE FORM:

Failure to submit pricing in accordance with Addendum No. 1 – Revised - Appendix V - Bid Quote Form will disqualify your bid submission. (See separate Excel file posted on the CCC website, complete and submit a hard copy with your signed bid packet and include an Excel file version on your USBs.)

Please acknowledge receipt of all Addendum(s) in Section 00500 – Bid Submittal Form, in Article 5.2 – Acknowledgement of Addendum(s)

END OF ADDENDUM

CONDITIONS OF PURCHASE

1. Legal Entity: The Board of Trustees of Community College district No. 508, County of Cook and State of Illinois (hereinafter "Board"), is a body politic and corporate under Illinois law. The Board is a legal entity which operates the public community college system known as "The City Colleges of Chicago". The Board's authority, powers and liability are created, defined and regulated under various provisions of Illinois law, and any applicable amendments thereof, including but not limited to the Public Community College Act, Rules for the Management and Government of the City Colleges of Chicago, and the Board's Purchasing Policies and Procedures.
2. Limitation of Liability: **No purchase shall be made except as provided by Illinois law.** No officer or employee not expressly authorized by Illinois law, as stated in Paragraph No. 1 above, shall make any purchase on behalf of the Board, or enter into any contract of purchase, verbal or written, for any apparatus, equipment, supplies, service, repairs, goods, wares or merchandise of any kind or description, or accept any of them on approval or otherwise. **ANY CONTRACT, VERBAL OR WRITTEN, MADE IN VIOLATION OF ILLINOIS LAW IS VOID TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS.**
3. Ethics Policy: The vendor(s) agree(s) to comply with the Board's Ethics Policy, and any amendments thereafter. Any contract and/or purchase order in violation of such policy shall be voidable at the option of the Board. Any vendor(s) of the Board found to have violated any of the provisions of this Policy who fail(s) to provide documents or information requested by the Board or the Board's designee to investigate violations of this Policy shall be subject to cancellation of all existing contracts and/or purchase orders.
4. Minority & Women Business Enterprise Program: The vendor(s) agree(s) to comply with the Board's Minority & Women Business Enterprise Contract Participation Plan and any amendments thereafter.
5. Authorization: The City Colleges of Chicago will not be responsible for articles delivered and/or services performed for its account without a signed purchase order.
6. Articles or services: Articles to be delivered and/or services to be performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on your bid proposal and as itemized on this order. No substitutions of articles or change of any nature shall be made without written authorization from the Chief Procurement Officer.
7. Price Changes: The City Colleges of Chicago accepts your bid prices as recorded on your bid proposal and on this order but reserves the right to cancel the order if the prices are to be increased prior to the delivery of articles or the completion of services. Therefore, do not fill this order at increased prices without written authorization from the Chief Procurement Officer. No separate charges, except those clearly recorded on your bid proposal and on this order can, or will be allowed.
8. Taxes: The City Colleges of Chicago are exempt from the payment of (1) federal excise taxes; (2) federal transportation taxes; (3) Illinois retailers occupation taxes; and (4) Illinois use taxes. If it is determined that the prices quoted and recorded on this order or the invoice rendered includes any such taxes, the amount of the taxes will be deducted from the total of the invoice.
9. Warranty, Guarantee, and Laws and Regulations: By accepting this order you hereby in addition to the guarantees and warranties provided by law expressly guarantee and warrant as follows:

Warrant that the article to be delivered will be in full conformity with the specifications or with the approved sample submitted and agree

 - a. that this warranty shall survive acceptance of delivery of and payment for the articles and that you will bear the cost of inspecting and/or testing articles rejected.
 - b. Guarantee and agree that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name or copyright and that you will at your own expense, defend any and all actions or suits charging such infringement and will save the City Colleges of Chicago, its agents and employees, harmless in case of any such action or suit.
 - c. Warrant that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable Federal, State and Local Laws and Regulations.
 - d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City Colleges of Chicago.
 - e. Warrant that vendor(s) has/have fully read and understood and will comply with all of the terms and conditions stated on the purchase order.
10. Transportation: All shipments are to be made "F.O.B. Destination" unless otherwise specified on your bid proposal and on this purchase order. When articles are sold "F.O.B. Point of Origin" and the Board's purchase order so confirms, please prepay shipping charge and record prepaid charges on invoice and attach the original receipt freight bill or express receipt to the invoice.
11. Inspection, Rejection, and Excess Shipment: In addition to other rights provided by law, the Board reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality; (b) to reject articles shipped contrary to instructions or in containers which do not meet order, or may hold the articles subject to the vendor's order and at his risk expense and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping, and other like expenses.
12. Delivery to a College Building: When a delivery is to be made direct to a College building, (a) such delivery shall be made between the hours of 8:30 a.m. and 3:00 p.m. Monday through Friday, except on College holidays; and (b) such delivery shall be made and articles shall be placed inside the College building in the room or rooms to be designated. It is important that vendors understand that the Board cannot and will not accept tailgate delivery at a College entrance.
13. Payment terms: Net 15 days or less – electronic Visa Single Use Account (SUA) Virtual Card Payment; Net 45 days – Automatic Clearing House (ACH); Net 60 days – Traditional checks

Vendor's Name

Date

Signer's Name (Printed/Typed)

Signer's Signature