INVITATION FOR BID
DISTRICT-WIDE ELEVATOR/LIFT MAINTENANCE SERVICE
IFB 02-10

Pursuant to the provisions of Section 3-27.1 of the Illinois Public Community College Act and rules and regulations adopted thereunder, sealed bids subject to the conditions and requirements made a part hereof will be received until 2:00 p.m. local time, on Monday, August 3rd, 2009, in the Purchasing Office at Black Hawk College, Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor, Room 282, then opened publicly, read aloud and recorded at 2:00 p.m. local time, on Monday, August 3rd, 2009, in the Black Hawk Room at Black Hawk College, Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor, Room 255 for furnishing the goods or services described below, to be delivered or performed at the location stated. Whether or not a bid is timely shall be determined by reference to the clock located in the Purchasing Office of the College, and the determination of whether or not a bid is timely in accordance with that clock shall be at the sole discretion of the Black Hawk College Purchasing Office and Board of Trustees, whose decision on that issue shall be final.

GENERAL
Bids are subject to the attached Standard Terms and Conditions.

USING DEPARTMENT
Facilities

REFER INQUIRIES TO: JOHN KIDWELL
BLACK HAWK COLLEGE
6600 34th AVENUE
MOLINE IL 61265

TELEPHONE: (309) 796-5258
EMAIL ADDRESS: kidwellj@bhc.edu

VENDOR INFORMATION:

Contact:
Company:
Address:
City/State/Zip:
Telephone:
Fax Number:
Email Address:
**PRE-BID MEETING**

A Pre-bid meeting will be held at **Wednesday, July 22th, 2009 at 2:00 pm** in the Black Hawk Room, Room 255 at Black Hawk College, Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor. The Pre-bid meeting gives the Contractor an opportunity to raise any questions, exceptions, or additions they have concerning the goods or services to be provided, or this IFB document. If a Contractor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this IFB, the Contractor should raise these issues at the meeting.

**TIME TABLE**

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 13, 2009</td>
<td>Mailing of Invitation for Bid IFB 02-10</td>
</tr>
<tr>
<td>July 22, 2009</td>
<td>Pre-bid Meeting at 2:00 p.m.</td>
</tr>
<tr>
<td>August 3, 2009</td>
<td>Bids due at 2:00 p.m.</td>
</tr>
<tr>
<td>August 20, 2009</td>
<td>Anticipated Board of Trustees Approval</td>
</tr>
<tr>
<td>August 21, 2009</td>
<td>Anticipated Purchase Order(s) Issued</td>
</tr>
</tbody>
</table>

**BID PRICES**

<table>
<thead>
<tr>
<th>Unit Identification</th>
<th>$ Bid Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td>East Campus – Galva (3 units)</td>
<td>$</td>
</tr>
<tr>
<td>Quad Cities Campus – Moline (5 units)</td>
<td>$</td>
</tr>
<tr>
<td>Outreach Building – E. Moline (2 units)</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Monthly Amount</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Annual Amount (Total Monthly x 12)</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Bid for All Years Combined</strong></td>
<td>(Total Annual Amounts for Years 1, 2 and 3)</td>
</tr>
</tbody>
</table>

**Current Billing Rates**

<table>
<thead>
<tr>
<th></th>
<th>Straight Time</th>
<th>Time and One-Half</th>
<th>Double Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Team</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**BID SPECIFICATIONS**

**PURPOSE**

The purpose of this contract is to place into operation a continuing system of full maintenance to provide necessary systematic service and preventive maintenance for all of the elevator equipment described herein.

**SCOPE OF WORK**

All elevators under this contract shall be maintained in first class operation, to specifications called for in the Invitation for Bid and must meet all safety standards applicable, furnishing all material and labor, and complying with all requirements of current American Standard Safety Code ANSI A17.1,
2007 including part 8. The Contractor shall provide services commonly referred to in the elevator industry as Full Maintenance on each device listed. All labor and material shall be included unless otherwise specified.

ACCEPTANCE OF OFFER
The Owner reserves the right to accept or reject any or all offers and may accept a bid other than the lowest bid, if deemed to be the more advantageous to the Owner.

LENGTH OF CONTRACT
The service specified herein will be furnished from the effective date of the Awarded Contract, and shall continue for a period of three years, provided funds are available in the Owner's budget. Nothing herein shall affect the right or remedies of either party to terminate this contract for a material breach thereof, or for any other local cause, including, but not limited to, unsatisfactory service by the Contractor. This agreement, and the acceptance thereof, shall constitute, exclusively and entirely, the Agreement for the service described herein.

BONDS
(The Contractor shall submit with his bid a Fifteen Percent (15%) Bid Bond on Standard AIA Form No. A310 and Power of Attorney.) The Contractor shall provide the Owner, within fifteen (15) days of the acceptance of this bid, a performance bond in the amount of 100% of the total bid offered.

INSURANCE
The Contractor shall submit with his bid a Certificate of Insurance evidencing minimum coverage as follows:

A. Commercial General Liability
   1. General Aggregate Limit - $2,000,000
   2. Products – Completed Operations Aggregate Limit - $2,000,000
   3. Personal and Advertising Injury Limit - $1,000,000
   4. Each Occurrence Limit - $1,000,000
B. Automobile Liability
   1. Each Accident - $1,000,000.
C. Workers Compensation - Statutory
D. Employers Liability
   1. Bodily Injury By Accident - $500,000 each accident
   2. Bodily Injury By Disease - $500,000 each employee
   3. Bodily Injury By Disease - $500,000 policy limit

Black Hawk College, its employees and Black Hawk College Board of Trustees shall be named as Additional Insureds with respect to Commercial General and Automobile Liability Coverages. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation. The Vendor's insurance carrier shall waive subrogation; such stipulation shall be indicated on the Certificate of Insurance.

3rd PARTY INSPECTIONS
The contractor shall be required to perform all safety tests in the presences of a 3rd party elevator inspection chosen by the owner. The contractor shall coordinate the scheduling with the owner and inspection company. This shall be included in the contract.
PREVENTIVE MAINTENANCE SCHEDULE
Each elevator shall be examined and maintained in accordance with the following frequency:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>QTY</th>
<th>EQUIPMENT TYPE</th>
<th>MINIMUM SERVICE FREQUENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>East Campus – Galva, Illinois Building A</td>
<td>1</td>
<td>Hydraulic Elevator</td>
<td>Semi-Monthly</td>
</tr>
<tr>
<td>East Campus – Galva, Illinois Building A</td>
<td>1</td>
<td>Chair Lift</td>
<td>Semi-Monthly</td>
</tr>
<tr>
<td>East Campus – Galva, Illinois Building B</td>
<td>1</td>
<td>Hydraulic Elevator</td>
<td>Semi-Monthly</td>
</tr>
<tr>
<td>Outreach Building – E. Moline, Illinois</td>
<td>2</td>
<td>Traction Elevator</td>
<td>Semi-Monthly</td>
</tr>
<tr>
<td>Quad Cities Campus – Moline, Illinois, Building 1</td>
<td>2</td>
<td>Traction Elevator</td>
<td>Semi-Monthly</td>
</tr>
<tr>
<td>Quad Cities Campus – Moline, Illinois, Building 2</td>
<td>1</td>
<td>Traction Elevator</td>
<td>Semi-Monthly</td>
</tr>
<tr>
<td>Quad Cities Campus – Moline, Illinois, Building 3</td>
<td>1</td>
<td>Traction Elevator</td>
<td>Semi-Monthly</td>
</tr>
<tr>
<td>Quad Cities Campus – Moline, Illinois, Building 4</td>
<td>1</td>
<td>Traction Elevator</td>
<td>Semi-Monthly</td>
</tr>
</tbody>
</table>

MINIMUM TIME ON JOB SITE
Contractor shall furnish a qualified (as specified herein) elevator mechanic on the job site for performance of examinations and preventive maintenance. Said elevator mechanic shall provide preventive maintenance at the job site a minimum of one (1) hour per unit per inspection.

PREVENTIVE MAINTENANCE HOURS - MECHANIC'S CHECK-IN
Contractor's mechanic shall report to the Director of Facilities' or maintenance office when he arrives and when he leaves the building. Copies of mechanic's time tickets verifying time spent each visit shall be left with the Director of Facilities or maintenance supervisor.

QUALIFICATION OF CONTRACTOR
The Contractor must show he has ample previous experience maintaining comparable equipment to be able to provide the necessary preventive maintenance to maintain the elevator equipment in first class condition. At least two (2) mechanics shall have previous maintenance experience with comparable equipment. The Contractor shall provide the specific name of primary route mechanic for this project, along with brief resume. The Contractor must have been successfully engaged in his business of such work and licensed as applicable by the regulatory authority of the geographical area within which the work will be performed.

The Contractor must also provide with this bid their most recent standard financial statement or Dun & Bradstreet report indicating the company's current Net Worth, D & B Rating, and Working Capital Position.

ALTERATIONS AND ADDITIONS
Contractor shall make no alterations or additions to the equipment without prior written approval from Owner.

The maintaining of this equipment in a safe condition within proper operating limits, as originally specified, and with minimum downtime is of paramount importance.

Bids shall be considered only from bidders who, in the judgment of the Owner, are regularly established in business, are financially responsible, and are able to show evidence of satisfactory past performance and competence.

Each firm must furnish evidence; satisfactory to the Owner, specifically stating members of the firm, and the firm itself has satisfactorily maintained equipment comparable to the type included in the specifications. To be entitled to consideration, the bidder shall furnish a statement to the effect that
he has available under his direct employment and supervision the necessary organization and facilities, located within 30 miles of the job site, to properly fulfill all the services and conditions required under these specifications; and that personnel trained in the maintenance of this type of equipment will be employed under this agreement. References should include equipment description, location, point of contact, telephone number, and nearest branch office. Bids shall be considered incomplete without a minimum of three references.

**EMERGENCY RESPONSE TIME**
Requests for emergency service (person trapped in elevator, elevator out of service) during regular time hours will be responded to within ninety (90) minutes. Regular call-back requests will be responded to within one (1) hour. Failure to respond to these times is just cause for termination of entire contract. Overtime callback requests will be responded to within two (2) hours.

**PARTS ON HAND**
The Contractor shall own and maintain a sufficient amount of replacement parts to maintain the equipment in first class and safe operating condition. These parts must be compatible with the present equipment and shall be available for delivery to the job site within two (2) hours.

- 1 door operator motor
- 1 set door operator belts
- 1 set door operator rectifiers
- 6 control relays, each size
- 1 motor starter contact kit
- 1 motor starter coil
- 1 set motor starter overloads
- 1 car stop switch
- 1 set car pushbuttons
- 1 set hall pushbuttons, each kind
- 1 limit switch
- 1 hoist way door interlock
- 2 interlock door hanger rollers
- 6 car door hanger rollers
- 1 photocell (2 unit)
- 1 photocell - amplifier
- 6 photocell bulbs
- 8 motor brushes of each type
- 1 electrical relay coil of each type
- 5 normally open contacts of each type
- 5 normally closed contacts of each type
- 5 moveable contacts
- 2 CPU I/O car rack and boards
- 2 I/O card rack and boards
- 2 relay interface
- 2 resistor boards
- 2 cable-relay interface to input
- 2 cable-relay interface to output
- 2 cable MIPROM CPU to relay interface
EXAMINATION OF PREMISES
Contractor shall be held to have examined the premises and satisfied himself as to the existing conditions under which he will be obligated to operate in performing his part of the work in the Agreement.

HOURS OF SERVICE
The Contractor shall perform all work hereunder, except emergency minor adjustment callback service, during the regular working hours of the regular working days of the elevator trade.

Should the Owner request examination, cleaning, lubrication, adjustments, repairs, or replacements of elevator equipment be performed during other than regular working hours of the elevator trade, the Contractor shall absorb the straight time labor charges, and the Owner will compensate the Contractor for the overtime bonus hours at the Contractor’s normal billing rates.

CONDITIONS OF SERVICE - GENERAL, ALL UNITS
The Owner is to provide the Contractor with full and free access to the equipment to render service thereon.

Contractor shall maintain at all times the original contract speed in feet per minute. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes, check the operating system for each unit or group of units continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.

Contractor shall conduct periodic evaluations of equipment performance, including car speed, door operations, riding quality, and car leveling. Following such evaluations, the Contractor shall perform adjustment, repairs, and replacements required to maintain manufacturer's operating performance. A copy of evaluations will be left with Owner and reviewed with him on request.

EXCLUDED SERVICES
The following items of elevator equipment, hoist way, and machine room enclosures are not included in this contract:

ELEVATORS-ALL
Car enclosure, including sidewall, interior paneling handrails, bases, car tops, car lighting fixtures, reflectors and drop ceilings and if necessary, refinishing, repairing, or replacing these items.

Car gates and/or doors, hoist way enclosure, rail alignment, hoist way doors, door frames, sills, hoist way gates, finished flooring, power feeders switches and their wiring and fusing, car light diffusers, light tubes or bulbs, smoke or heat sensors.

ELEVATOR HYDRAULIC
Underground piping, if any, between the pumping plant and jack unit. Cylinder for the jack. Well hole casing.

Building work items, including tear-out, replacement refinishing, etc., to gain access to the above items and restore the elevator(s) to normal use.

The Contractor shall be required to perform all safety test procedures before a 3rd party elevator inspector including the annual and full load test on traction equipment, and all other tests specified by governing code and ordinances, but shall not be required to install new devices on the equipment, which may be recommended or directed by insurance companies, federal, state, municipal, or other
authorities, to make changes or modifications in design, to make any replacements with parts of a
different design, or to perform cleaning of cab interior and exposed sills.

CANCELLATION FOR DEFAULT
If any default in the performance of the terms and conditions of this Agreement by Contractor
continues uncorrected for thirty (30) days after receipt of written notice from Owner stating the nature,
specific location, and extent of the default, Owner may immediately cancel the Service Agreement by
giving written notice of cancellation.

TERMINATION OF PARTICULAR LOCATIONS
In the event Owner shall sell, vacate, abandon, or otherwise dispose of or terminate a location to
which this Agreement applies, all existing agreements for services from Contractor applicable to such
location and this Agreement shall be canceled as of the date such location is so terminated. Owner
shall give Contractor written notice of such termination of a location within a reasonable time prior
thereto. Should any unit be removed from service due to elevator modernization, lack of building
occupancy, or building renovation, a predetermined amount shall be deducted from the contact.

WIRING DIAGRAMS, INSTRUCTION MANUALS, ETC
The Owner agrees to furnish to the Contractor, to the extent available, for the Contractor's use for as
long as this contract shall remain in effect, a complete set of copies of electrical wiring diagrams for
all of the equipment covered by this contract, together with copies of all additional helpful information;
such as instruction manuals, lubrication charts, etc., that are available to the Owner from the
manufacturers, at no cost. The owner shall maintain wiring diagrams in all elevator machine rooms
per Code.

The Contractor shall protect and maintain the above materials and shall, on discontinuance of this
contract, return the documents in first-class condition.

The Contractor shall provide and maintain in each machine room, a maintenance schedule and
record, and a callback log, repair log, testing log, and monthly testing of firefighter’s service log, and
shall make these documents available to the Owner on request. Examples of these schedules and
records shall be submitted with bid documents.

The scheduling, frequency, and performance of the maintenance service procedures specified above
shall be carried out in accordance with the manufacturer's established procedures.

EMERGENCY MINOR ADJUSTMENT CALLBACK SERVICE
The contractor shall provide emergency minor adjustment callback service on a 24-hour a day, 7
days a week basis, at no additional cost to the Owner.

INDEMNIFICATION
Contractor agrees to protect, indemnify, and save Owner harmless from and against all claims,
demands, and causes of action of every kind and character arising in favor of Contractor's
employees, employees of Owner or second parties on account of personal injuries, death, or damage
to property in any way resulting from the willful or sole negligent acts or omissions of Contractor;
Contractor's agents, employees, representatives, or subcontractors. Contractor shall be responsible
for all damage and loss sustained by Contractor to Contractor's tools and equipment utilized in the
performance of all work hereunder.

The Contractor, if so required, shall cooperate in the defense of suits brought jointly against the
Owner based upon accidents involving the equipment included in this contract.
BID FORMS AND SUBMITTALS
1. Clearly list any additions, deletions or exceptions to the Bid Specifications.
2. Include your Bid Bond and Power of Attorney.
3. Include your Certificate of Insurance.
4. State the total number of preventative maintenance examination hours per month you are committing to (Note: Exam Only).
5. Provide brief resumes of primary and back-up route mechanics with your bid. Resumes must include maintenance experience on identical equipment included in bid specification.
6. Provide brief resume of supervisory personnel.
7. Provide list of at least three (3) references of current or previous contracts with specified information.
8. Provide current financial statement with information specified.
9. Provide examples of maintenance logs or charts for applicable equipment. Provide examples of supervisory evaluation reports and mechanic recommendation forms.
10. Complete and submit bid prices on page 2. In the event discrepancies between the per month and any total bid prices arise, the "per month" prices shall be given preferential consideration.
11. Provide current billing rates for mechanic and team at straight time, time and one-half, and double time on page 2.
INSTRUCTIONS TO BIDDERS

1. Please submit three bids (one original typewritten or printed in ink, and two copies) in a sealed package addressed and clearly marked as follows:

   Purchasing IFB 02-10
   Black Hawk College
   6600 34th Avenue
   Moline, IL  61265

2. Bids submitted via fax or E-mail will not be accepted.

3. Read and comply as applicable with the Standard Terms and Conditions (Attachment B).

4. Two completed original copies of the Execution of bid (Attachment C) Form (typewritten or printed and signed in ink) must be submitted with your bid package.

5. One completed original copy of the Vendor Certification Form (Attachment D) must be submitted with your bid package.

6. If you will not be responding to this Invitation for Bid, the Courtesy “No Bid” Form (Attachment E) should be filled out and sent to Mike Meleg as directed on the form.

7. One completed original copy of the Guidelines for Contractor and Vendor Disposal of Waste Form (Attachment F) must be submitted with your bid package.

8. No taxes are to be included in any bid or bid price. Generally, states and political subdivisions are exempt from Federal taxes, such as excise and transportation. To the extent any sales, import or other taxes apply they are to be invoiced as a separate item.

9. Bidders are urged to compute all discounts for prompt payment into the bid prices, with terms of payment to be Net 30 days. Such bids may receive preference. If a cash discount is proposed and accepted, it will be considered earned if paid within 30 days after receipt of correct invoice or acceptance of goods, whichever is later.

10. Trade discounts, when quoted, should be reduced to a single percentage.

11. Any bid or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.

12. It is the Contractor’s responsibility to have the bid correctly marked and in the Purchasing Office by the specified date and time for opening. **NO EXTENSIONS WILL BE GRANTED.**

13. The College will not reimburse the Contractors for any work associated with the submission of this bid.

14. The College will evaluate all bids and anticipates it will award an agreement on Friday, August 21, 2009. The College reserves the right to accept and/or reject any or all bids or parts thereof.
TERMS AND CONDITIONS

(Attachment B)

1. Acceptance and Rejection: Black Hawk College reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.

2. Time for Consideration: Additional consideration may be given to bids allowing not less than 30 days for review and acceptance.

3. Resale Price Maintenance: Black Hawk College opposes resale price maintenance in public bidding, and bid prices based on this or other anticompetitive practice will be subject to appropriate remedies.

4. Non-Discrimination and Affirmative Action: The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental, or physical disability with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of this clause or any applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the State unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable affirmative action programs have terminated and that a recurrence of such acts is unlikely.

5. Sexual Harassment: An amendment to the Illinois Human Rights Act requires eligible bidders for state contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal, the definition of sexual harassment under state law, a description of sexual harassment (utilizing examples), the party’s internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission including directions on how to contact the Department and Commission and the applicability of protection against as provided by the Human Rights Act.

6. Specifications: Any deviation from the specification set forth must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefor. Deviations should be explained in detail.

7. Manufacturer’s Names: Any manufacturers’ names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with Black Hawk College.

8. Information and Descriptive Literature: Bidders are to furnish all information requested and in the spaces provided on the bid invitation form. Further, as may be specified elsewhere, each bidder must submit with his bid cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection.

9. Condition and Packaging: Unless otherwise defined in the bid invitation or submission, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

10. Safety Standards: Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State or local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters’ Laboratories and/or National Electrical Manufacturers’ Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local, and federal requirements relating to clear air and water pollution.

11. Samples: Samples may be requested as a part of the solicitation or after the opening of bids. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at bidder’s expense. Bidder’s request for return of samples must be made not later than the date on which they are furnished. Bidder shall label each sample individually with bidder’s name and item number.

12. Governmental Restrictions: In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in his letter the specific regulation which requires such alterations. Black Hawk College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.

13. Award, Payment, and Assignment: Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designed in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of the using agency, including shipping and billing instructions; the using agency is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval of Black Hawk College Purchasing Agent.

14. Performance and Default: Black Hawk College reserves the right to require performance bond from successful bidder. Otherwise, in case of default on part of the contractor Black Hawk College may procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. The accepted remedies of force majeure will be considered in assessing any contractor default.

15. Patents: The contractor agrees to hold and save Black Hawk College, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost, or judgment for patent infringements arising out of purchase or use of equipment, materials, supplies, or services covered by this contract.

16. Reserved: (Reserved for including any additional Standard Provisions that may be required.)

17. Singular - Plural: Words in the singular number include the plural and these in the plural include the singular, unless the context directs otherwise.

18. Advertising: In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial promotion or advertising without prior approval of Black Hawk College Purchasing Agent.
EXECUTION OF BID  
(Attachment C)

IMPORTANT: PLEASE BE SURE YOUR ENVELOPE IS ADDRESSED AND MARKED:

Purchasing IFB 02-10  
Black Hawk College  
6600 34th Avenue  
Moline, IL  61265

I have examined the specifications and instructions included herein and agree, provided I am awarded an agreement within ninety (90) days of Monday, August 3, 2009 to provide the specified items and/or services or work as described in the specifications and instructions for the sum in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached hereto.

COMPANY NAME _____________________________________________________________

ADDRESS ________________________________________________________________

CITY, STATE, ZIP __________________________________________________________________

SIGNED (IN INK) ____________________________________________________________________

PRINTED NAME ____________________________ DATE __________________________

TITLE ___________________________________________________________________________

TELEPHONE NUMBER ____________________________ FAX NUMBER_________________________

ACCEPTANCE OF BID

Your bid is accepted as indicated on this copy.

Date: _________________________ By: ________________________________________________

Purchasing Manager  
Black Hawk College
VENDOR CERTIFICATION
720 ILCS 5/ ARTICLE 33E
(Attachment D)

Under penalty of perjury, the undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 or Section 33E-4 of the Illinois Compiled Statutes 720 ILCS 5/Article 33E, and that this offer has not been arrived at collusively in violation of any law.

Company Name ____________________________________________________________________

By * ______________________________________________________________________________

Address __________________________________________________________________________

City/State/ZIP ______________________________________________________________________

* Must be actual signature in ink of a representative of Vendor authorized to legally commit the Vendor.

Additional Criminal Offenses concerning “Interference with Public Contracting” stated in the Statues include, but are not limited to the following:

- Section 33E-3 Bid-rigging: A person commits a Class 3 felony who colludes with another person(s) with the intent that the bid(s) submitted shall result in the award of a contract to a particular person.
- Section 33E-4 Bid rotating: A person commits a Class 2 felony who colludes with another person(s) with the intent that the bid(s) submitted shall result in a pattern over time of bid awards being rotated or distributed among those persons.
- Section 33E-6 (d) Interference with contract submission and award by public official: A person commits a Class A misdemeanor who receives a communication(s) from a public official outside of the formal bid process (e.g., the bid document(s), the pre-bid meeting, etc) concerning the specifications or contractors in a sheltered market, and that information is not made generally available to the public, and as a result reasonably believes the award of the bid is likely influenced, or the information specifies that the bid will be accepted only if specified individuals are included as subcontractors, and the person fails to inform either the Attorney General or the State’s Attorney for the county in which the unit of government is located.
- Section 33E-7 Kickbacks: A person commits a Class 3 felony that provides, attempts to provide, or offers to provide, any kickback. A person commits a Class 3 felony that solicits, accepts, or attempts to accept any kickback. A person commits a Class 3 felony that includes the amount of any kickback in the bid price. A person commits a Class 4 felony that fails to report any kickback offer or solicitation to law enforcement officials.
- Section 33E-8 Bribery of inspector: A person commits a Class 4 felony that offers anything to an inspector with the intent of receiving wrongful certification or approval of the work. A person commits a Class 3 felony that accepts such bribe. A person commits a Class 3 felony that fails to report a bribe offer.
- Section 33E-11: A person commits a Class 3 felony that bids despite being barred from bidding due to a violation of Section 33E-3 or Section 33E-4
- Section 33E-14 False Statements: A person commits a Class 3 felony that makes false statements for the purpose of influencing the action of the unit of government in considering a vendor application.
- Section 33E-18 Stringing of bids: A person commits a Class 3 felony that knowingly structures, attempts to structure, or assists in structuring a contract to evade the bidding process.
We respectfully decline submitting an Invitation for Bid for:

DISTRICT-WIDE ELEVATOR MAINTENANCE SERVICE
IFB 02-10

Due to:

_____ Previous Commitments
_____ Unable to supply services requested
_____ Other (please specify below)

________________________________________________________________________________

Contact Person: ___________________________________________________________________

Company Name: ___________________________________________________________________

Street Address: ___________________________________________________________________

City, State and Zip: __________________________________________________________________

Telephone: _______________________________________________________________________

Signature: _______________________________________________________________________

Date: ___________________________________________________________________________

Contractors who do not submit an Invitation for Bid or who do not return this “No Bid” form may be removed from our Vendor list for these services. Please send this form to:

Mike Meleg
Purchasing Manager
Black Hawk College
6600 34th Avenue
Moline, IL  61265

Phone:  (309) 796.5002
Fax:    (309) 796.0838
Email:  melegm@bhc.edu
GUIDELINES FOR CONTRACTOR AND VENDOR DISPOSAL OF WASTE
(Attachment F)

Black Hawk College is seriously committed to recycling, and the College expects its Contractors and Vendors to share this commitment as well.

All construction debris generated by Contractor/Vendor, as well as all packaging material (cardboard, banding, shipping crates, etc.), must be removed from the Black Hawk College site by the Contractor/Vendor and disposed of in an environmentally-friendly manner (e.g. recycling).

The Contractor/Vendor is responsible for providing its own dumpster; use of the College’s dumpster is not allowed.

Your cooperation in recycling and adhering to the disposal of waste guidelines at Black Hawk College is appreciated. Any Contractor or Vendor who intentionally and knowingly disregards these guidelines may be excluded from further bid considerations.

(Please keep this section for your files.)

Statement of Agreement to Contractor and Vendor Disposal of Waste

I hereby agree to abide by the aforementioned guidelines for Contractor and Vendor disposal of waste.

_______________________________________
(Signature – must be in ink)

_______________________________________
(Typed or Printed Name)

_______________________________________
(Company)

_______________________________________
(Date)