



JOLIET JUNIOR COLLEGE

1901

**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 **ELEVATOR MAINTENANCE** 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, Campus Center, Room A3102
1215 Houbolt Road
Joliet, IL 60431-8938

DATE: **SEPTEMBER 21, 2015**

FAXES ARE NOT ACCEPTABLE

TIME: **9:00 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: **ELEVATOR MAINTENANCE**

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 No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.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

A certified check or bank draft or bid bond, made payable to Joliet Junior College, Illinois Community College District #525, Will County, Illinois, **MUST** be submitted with the bid in the amount of **ten (10) percent of your total bid**. The bid security will be forfeited by the successful bidder in the event of the bidders failure to enter into a contract. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and checking the bids.

PAYMENTS:

Certified Payroll

1. With each pay application, contractors shall submit certified payroll in a format acceptable to Junior College District #525.

Partial Lien Waivers

1. The contractors' partial lien waiver, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
2. Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50 percent of the total contract sum.

Final Lien Waivers: The contractor's request for final payment shall include:

1. The contractor's final lien waiver in the full amount of the contract.
2. Final lien waivers in the full amount of their contracts from all subcontractors and suppliers for which final lien waivers have not previously been submitted.

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 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: \$2,000,000
2. Products/Completed Operations Aggregate: \$2,000,000
3. Personal/Advertising Injury: \$2,000,000
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 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 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.

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 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.

APPRENTICESHIP AND TRAINING PROGRAMS:

The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training. The apprenticeship and training programs(s) must be in the same trade in which the firm shall be performing work on behalf of the College under the Contract. This provision shall not apply to federally funded construction projects if, in the opinion of College, such application would jeopardize the receipt or use of federal funds in support of such project.

A STATEMENT TO THE ABOVE EFFECT HAS BEEN ADDED TO THE BID FORM. BIDDERS MUST BE A MEMBER OF AN APPROVED APPRENTICESHIP PROGRAM PRIOR TO BID OPENING ON THE PROJECT. FAILURE TO LIST REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION OF BID”.

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:

The successful bidder must pay not less than the prevailing hourly wage rate determined by the Illinois Department of Labor for the county where the contract is executed and the craft or type of worker needed to execute the contract. See the prevailing wage scale attached.

If, during the course of work under this contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner, will notify Contractor and each Subcontractor of the changes in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum.

In compliance with the Office of the Attorney General the following is also required of all bidders:

Payment of Prevailing Wage:

- The Act requires that all laborers, workers and mechanics employed by or on behalf of a public body in the construction of public works be paid the general prevailing rate of hourly wages (including allotments for training and approved apprenticeship programs, health and welfare, insurance, vacation and pension benefits) for work of a similar character in the locality in which the work is performed. See 820 ILCS 103/3. The Act contains all relevant definitions, including those for the terms “public body”, “public works” and “general prevailing rate of hourly wages”, which will assist you in the understanding its requirements and your responsibilities. See 820 ILCS 130/2.
- The Illinois Department of Labor publishes the current prevailing wage rate. See <http://www.state.il.us/agency/idol/rates/rates.htm>. The rate is revised regularly and such revision

takes effect immediately.

Specifications and Contractual Language:

- Public bodies must insert a provision or stipulation requiring the payment of the prevailing wage rate into every public works resolution or ordinance, call for bids, project specification and contract. See 820 ILCS 130/4(a).
- Contractors and subcontractors must insert a provision or stipulation regarding the payment of the prevailing wage rate into every public works project and bid specification, subcontract, and contractor's bond. See 820 ILCS 130/4(b), (c).
- Contractors or construction managers who have been awarded public works contracts must post the relevant prevailing wage rate(s) at a location on the project site that is easily accessible by workers. See 820 ILCS 130/4(f).

Record-Keeping Responsibilities:

- All contractors and subcontractors must create and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public works project. See 820 ILCS 130/5(a) (1).
- These records must include each worker's name, address, telephone number (if available), social security number, classification(s), hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. Each contractor and subcontractor is required to make these records available for inspection by the public body's agents or Illinois Department of Labor officials at a reasonable time and place upon seven business days notice. See 820 ILCS 130/5(a) (1), (b).

Certified Payroll Records:

- A contractor or subcontractor participating in a public works project must also submit a Certified Payroll the public body every month. This Certified Payroll must consist of a complete copy of the records required to be kept under Section 5(a)(1) of the Act, discussed above (with the exception of daily work starting and ending times). See 820 ILCS 130/5(a)(2).
- The monthly Certified Payroll shall also include a statement signed by the contractor or subcontractor submitting that: (1) the records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing wage rate required; and (3) the contractor or subcontractor is aware that filing a Certified Payroll that he or she knows to be false is a class B misdemeanor. See 820 ILCS 130/5(a)(2).
- The Act requires that a public body shall keep all Certified Payrolls submitted pursuant to the Act for at least three years. See 820 ILCS 130/5(a)(2). The retention of these monthly Certified Payroll submissions for three years by public bodies is crucial to the State of Illinois' efforts to enforce the Act and will be of particular interest to the Attorney General's office in the coming months.

Failure to comply with the Act's Requirements:

- No public works project may be instituted unless the provisions of the Act have been met. The Illinois Department of Labor is empowered to sue for injunctive relief against the awarding of any public works contract, or continuation of work under any such contract, if it is not in compliance with the Act's prerequisites. Contracts that are not in compliance with the Act's prerequisites are void as against public policy. See 820 ILCS 103/11.

Please note that this is not a complete list of all relevant requirements and prerequisites under the Act. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. For a full understanding of all of the Act's requirements and prerequisites, as well as the text of the Act and all related regulations, please see the Illinois Department of Labor's website at www.state.il.us/agency/idol/laws/Law130.htm.

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.



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

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 FOR ELEVATOR MAINTENANCE**

Bid proposals are being solicited for an elevator maintenance contract at Joliet Junior College, Main Campus, 1215 Houbolt Road, Joliet, IL and City Center Campus, 214 North Ottawa Street, Joliet, IL. The maintenance contract is for the following equipment.

LOCATION	DESCRIPTION	STOPS	NUMBER OF UNITS
CAMPUS CENTER	KINGSWOOD 40/THYSSENKRUPP	3	1
CAMPUS CENTER	MARQUIS 25/THYSSENKRUPP	3	1
CAMPUS CENTER	AMEE 25 TWIN POST TELESCOPIC/ THYSSENKRUPP	2	1
D BUILDING	IMPERIAL HYDRAULIC	2	1
J BUILDING	FAIRHALL ELECTRIC TRACTION	5	2
J BUILDING	FAIRHALL ELECTRIC TRACTION – FREIGHT	5	1
T BUILDING	OTIS HYDRAULIC	2	1
D MALL	NATIONAL WHEEL-0-VATOR MC DE-60	2	1
G BUILDING	IMPERIAL	2	1
CITY CENTER	OTIS HYDRAULIC	5	2
HEALTH PROFESSIONS CENTER	CONTINENTAL 45 /THYSSENKRUPP	3	1
HEALTH PROFESSIONS CENTER	CONTINENTAL 45/ THYSSENKRUPP	4	1
CITY CENTER HIGH-RISE	CONE – TRACTION	6	1

- A) The contract for this service will be for a eight month period beginning November 1, 2015 with an option to renew for two additional years (twelve month periods) if the College is satisfied with the service. The contract price shall be subject to review and adjustment July 1, 2016 and yearly thereafter on the same date. 80% of the contract price shall be adjusted to reflect the increase or decrease in labor cost based on the straight-time rate of Elevator Mechanics in the area wherein the equipment covered by this contract is located. The remaining 20% shall be adjusted to reflect the increase or decrease in material cost based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. The initial contract base rates are as set forth below:

MECHANICS LABOR RATE, INCLUDING FRINGE BENEFITS APPLICABLE:		Date
U.S. METAL PRODUCTS INDEX		Date

Price escalations shall be limited to a maximum of 5% in any 1-year period.

Contractor shall provide advance notification to Owner of ending price adjustment for both labor and material 60 – 90 days before renewed anniversary.

If during the term of this contract, Contractor violates any of the provisions of this contract or fails to properly provide the services required by this contract, Owner shall advise Contractor of specific deficiencies and shall allow Contractor a reasonable period (30 calendar days unless otherwise agreed) to correct the deficiencies to Owner's satisfaction.

In the event Contractor fails to correct the deficiencies in the allotted time, the Owner shall have the right to terminate this contract on 30 days' written notice to the Contractor.

If an elevator/escalator is shut down due to equipment failure for more than 72 continuous hours, maintenance billing for that elevator/escalator shall be suspended until unit is restored to beneficial usage, excluding scheduled equipment repairs.

- B) The maintenance contract proposal should be a full service contract including parts, labor, tools and equipment, and transportation, with work to be performed during regular working hours (8:00 a.m. – 5:00 p.m. seven days a week). If any emergency service is requested outside of regular working hours, the College should be required to pay only the overtime premium on the labor cost. The contract costs should include emergency call back service during regular working hours and also during any overtime hour period.

Provide overtime emergency call-back service at no additional cost under the following conditions:

- A. Passenger entrapment within any elevator. A 30 minute response time is required.
- B. More than one (1) elevator is out of service in the J Building. A 60 minute response time is required.
- C. If an elevator is shut down for more than 72 continuous hours, the maintenance billing for that elevator shall be suspended until the unit is restored to service. (Exception: Scheduled repairs.)
- D. At least quarterly or more often if required, the Contractor shall provide and review with the Owner a summary of all trouble calls (call-backs). The intent of this review is to minimize call-backs by developing consistent communication between the Contractor and the Owner relative to call-back trends and their causes.

A four hour response time shall be required on all other calls. If the contractor repeatedly fails to meet response times, the College, at its sole discretion, may reduce the monthly payment amount by \$150 per occurrence.

If straight time work is required, outside scope of this agreement, the hourly rate below applies.

If additional overtime contract work is required, within the scope of this agreement, Owner will pay only the difference between normal and overtime labor at the hourly rates indicated below:

BILLING RATES	MECHANIC	HELPER	CREW
Straight Time			
Overtime Premium (1.5 Time)			
Overtime Premium (1.7 Time)			
Overtime Premium (Double Time)			

Contractor may adjust overtime rates in accordance with Paragraph A, labor portion only.

- C) The contract must include regular systematic examination on a monthly basis, adjustment and lubrication as required and if necessary, replacement of all parts. The bidder is responsible for examining the condition of all elevators prior to submitting a bid. Based on this examination, if the bidder indicates parts are in need of replacement or should be excluded from the maintenance contract, they should be clearly delineated in the bid. The College will not be responsible for replacing any parts during the term of the contract that are not included in this list.

If Contractor fails to perform the work required by the terms of this contract in a diligent and satisfactory manner, Owner may, after 10 days' calendar written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it will reimburse Owner for any expense incurred thereof. Owner at his election may deduct the amount from any sum owing Contractor. The waiver by Owner of his election may deduct the amount from any sum owing Contractor. The waiver by Owner of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. A qualified Elevator Consultant acceptable to both parties may be retained by Owner to mediate any disputes.

Contractor shall make periodic equipment tests and maintenance inspections of all equipment including, but not limited to, annual no-load, slow-speed test of car and counterweight safeties, governors and buffers; annual pressure test on hydraulic elevators and documentation to Project Manager; annual Firefighters' service operational tests, and 5-year, full-load, full-speed, test of safeties, governors and buffers, etc; all as required by the most current ASME A17.1 Safety Code for Elevators And Escalators. Written reports of said tests shall be submitted to the Owner. Provide prior notification of full-load, full-speed elevator safety tests so that a Representative of the Owner may witness said test. In the event of conflicting testing requirements between A17.1 and local codes or ordinances, the more stringent requirements shall prevail.

The Contractor shall not be required to install new attachments or perform tests as may be recommended or directed by inspecting entities; insurance companies; and federal, state, or municipal governmental authorities subsequent to the date of this contract, unless compensated for such tests, installation or services.

EXTENT OF THE WORK

Contractor shall be responsible for regular, systematic execution of the work items included in this contract as follows:

Preventative Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate, adjust the vertical transportation equipment, and as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this contract. Contractor shall maintain the elevator machine rooms, hoistways, pit car tops and the equipment in or on them in a clean condition. Contractor shall maintain escalator trusses, machine rooms, pits and the equipment in them in a clean condition.

While servicing elevators, dust or smoke can activate the campus wide fire system. The contractor must notify owner of where service is to be performed so such safety devices can be deactivated by the owner.

This contract includes preventative maintenance and repair or replacement of all vertical transportation equipment with the following exclusions only:

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
- B. Repair or replacement of building items, such as hoistway or machine rooms walls and floors, car enclosures and finishes, car finish floor material, hoistway entrance frames, door panels, sills, signal fixture faceplates, smoke detectors and communication equipment not installed by an Elevator contractor.
- C. Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- D. Lamps for normal car and machine room illumination.
- E. Underground hydraulic piping and cylinders.

When, during routine examination or testing of the equipment, corrective action is found to be required, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs, and adjustments. When such work is determined not to be the Contractor's responsibility, a written report signed by the Contractor shall be delivered to the Owner for further action, with the exception of a safety or potential safety problem in which case, the Contractor shall immediately correct the problem at the least expense possible to the Owner.

Contractor must block elevator doors at all levels to prevent confusion on elevator status. Colored covers or safety tape is acceptable.

In performing the work indicated, Contractor agrees to provide parts used by the Manufacturers of the original equipment for replacement or repair, and to use lubricants obtained from and/or recommended by the Manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by Owner. Parts requiring repair shall be rebuilt to "like new" condition.

No parts or equipment covered under this contract may be permanently removed from the jobsite

without written approval by the Owner. This does not include renewal parts stocked on the job by Contractor, which shall remain its sole property until installed for use on the equipment.

Additional services included in the contract must also be clearly delineated.

- D) Only skilled elevator maintenance men under the direct employment and supervision of the company awarded the contract will be allowed to perform work under this contract. Any and all employees performing work under this contract shall be satisfactory to Owner.
- E) The company must maintain a spare parts inventory of manufacturer's parts.
- F) A list of references must be provided.
- G) If you wish to inspect the elevators before submitting a bid, please contact John Jawor, Superintendent of Maintenance at (815) 280-2551 or (815) 280-2332.

JOLIET JUNIOR COLLEGE
 BID FORM PROPOSAL
 ELEVATOR MAINTENANCE

The Undersigned, after having carefully studied the specifications and made a site visit for the Joliet Junior College Elevator Maintenance, including Addenda numbered ____ through ____ and having fully acquainted himself with the conditions affecting the work, proposes to furnish all labor, materials and incidentals necessary to construct and complete the said project for Joliet Junior College, Illinois Community College District 525, Joliet, Will County, Illinois, in accordance with said bidding documents for the following sums:

Elevator maintenance service for eight months starting November 1, 2015 for a monthly cost of

\$_____ and an eight month total of \$_____.

_____ We will include all parts _____ We have excluded certain parts and a list is attached.

MECHANICS LABOR RATE, INCLUDING FRINGE BENEFITS APPLICABLE:		Date
U.S. METAL PRODUCTS INDEX		Date

BILLING RATES	MECHANIC	HELPER	CREW
Straight Time			
Overtime Premium (1.5 Time)			
Overtime Premium (1.7 Time)			
Overtime Premium (Double Time)			

BIDDERS MUST COMPLETE THE ATTACHED PRICING SHEET

JOLIET JUNIOR COLLEGE
 BID FORM PRICING SHEET
 ELEVATOR MAINTENANCE

Itemize your monthly cost by elevator:

LOCATION	DESCRIPTION	STOPS	NUMBER OF UNITS	MONTHLY COST Year 1 (8-month period)	Monthly Cost Year 2 (12-month period)	Monthly Cost Year 3 (12-month period)
CAMPUS CENTER	KINGSWOOD 40/THYSSENKRUPP	3	1	\$ _____	\$ _____	\$ _____
CAMPUS CENTER	MARQUIS 25/THYSSENKRUPP	3	1	\$ _____	\$ _____	\$ _____
CAMPUS CENTER	AMEE 25 TWIN POST TELESCOPIC/ THYSSENKRUPP	2	1	\$ _____	\$ _____	\$ _____
D BUILDING	IMPERIAL HYDRAULIC	2	1	\$ _____	\$ _____	\$ _____
J BUILDING	FAIRHALL ELECTRIC TRACTION	5	2	\$ _____	\$ _____	\$ _____
J BUILDING	FAIRHALL ELECTRIC TRACTION – FREIGHT	5	1	\$ _____	\$ _____	\$ _____
T BUILDING	OTIS HYDRAULIC	2	1	\$ _____	\$ _____	\$ _____
D MALL	NATIONAL WHEEL-0-VATOR MC DE-60	2	1	\$ _____	\$ _____	\$ _____
G BUILDING	IMPERIAL	2	1	\$ _____	\$ _____	\$ _____
CITY CENTER	OTIS HYDRAULIC	5	2	\$ _____	\$ _____	\$ _____
HEALTH PROFESSIONS CENTER	CONTINENTAL 45 /THYSSENKRUPP	3	1	\$ _____	\$ _____	\$ _____
HEALTH PROFESSIONS CENTER	CONTINENTAL 45/ THYSSENKRUPP	4	1	\$ _____	\$ _____	\$ _____
CITY CENTER HIGH-RISE	CONE – TRACTION	6	1	\$ _____	\$ _____	\$ _____

JOLIET JUNIOR COLLEGE
 BID FORM PROPOSAL
 ELEVATOR MAINTENANCE

REFERENCES:

Company Name	Contact Person	Address	City	State	Zip	Phone

E-Check (Direct Bank Deposit) is available and the preferred method of payment. If your company is willing to accept e-check, please select one of the options on the next page:

_____ Please contact the following individual with information on e-check payment registration:

_____ at _____ - _____ - _____ X _____
NAME PHONE NUMBER EXTENSION

_____ We have already emailed a completed Electronic Funds Transfer Authorization Agreement to accountspayable@jjc.edu.

_____ We cannot accept E-Check (Direct Bank Deposit) at this time.

The Electronic Funds Transfer Authorization Agreement is available online at: <http://www.jjc.edu/financial-services/Documents/Electronic%20Funds%20Transfer%20Authorization-fillable.pdf>

To make changes to your currently selected payment method, please contact Joliet Junior College's Accounts Payable Department at 815-280-2260 or accountspayable@jjc.edu.

_____	_____
FIRM	SIGNATURE
_____	_____
ADDRESS	PRINTED NAME
_____	_____
CITY STATE ZIP	DATE
_____	_____
PHONE NUMBER	FAX NUMBER

E-MAIL	