



**Kankakee Area Career Center – Bid Agreement Form**  
**Disposition of Surplus Equipment**  
*(Must be completed and attached to the Bid Sheet)*

I (the “Buyer”) agree to purchase the items for which I have entered bid amounts in the “Amount Bid” column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I understand that by bidding, I am making an enforceable offer to contract for the items bid, and I am agreeing to buy what I bid on in an **“AS IS, WHERE IS” CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.** My signature below certifies that I have read this statement and agree to all terms and conditions of sale contained or referenced in this document. If I do not comply with these requirements, my bid will be rejected. If I fail to honor the purchase of these items, I acknowledge that the Kankakee Area Career Center hereinafter referred to as KACC, may pursue legal action for specific performance of the contract.

KACC makes **NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, CHARACTER, SIZE OR DESCRIPTION OF THE PROPERTY OFFERED, OR ITS FITNESS FOR ANY USE OR PURPOSE.**

**THERE ARE NO REFUNDS OR EXCHANGES.** By your signature, you are agreeing to purchase the items you bid on in an “as is, where is” condition with all faults whether revealed or not. You also acknowledge that KACC is excluding all implied warranties under the Uniform Commercial Code, or similar laws, including, without limitation, the fact the implied warranties of merchantability and fitness are expressly excluded. **KACC reserves the right to reject any or all bids and to waive any informalities.**

**Inspection of Property:** The property offered may be inspected by contacting KACC Director, Matthew Kelley at 815-939-4971 ext. 239 or KACC Bookkeeper, Dan Gesell at 815-939-4971 ext. 224, between the hours of 7:30 a.m. to 3:00 p.m. to arrange an appointment.

**BID SUBMITTAL:** Bids must be signed by an authorized signatory of the bidder and delivered by mail to: KACC Sealed Bid, P.O. Box 570 or in person in a sealed envelope not later than Thursday, February 28, 2019 at Noon. to KACC, located at 4083 N 1000W Road, Bourbonnais, Illinois, 60914.

**BID OPENING:** Bids will be opened at KACC Board Room, 4083 N 1000W Road, Bourbonnais, Illinois at 10:00 a.m. on Friday, March 1, 2019. Successful bidders will be notified by telephone, email or US mail. Bidders are not required to be present at the bid opening. Bids will be reviewed and awards made or bids rejected immediately following the bid opening.

**PAYMENT AND REMOVAL OF PROPERTY:** Payment must be made by cash or money order payable to KACC, Visa or MasterCard. Full payment must be received and the property removed from school premises at the buyer’s expense not later than 12:00 Noon. on Thursday, March 28, 2019. KACC may reclaim ownership of any item not removed by that time. Security and other building or access restrictions may apply to the removal of the property, and must be coordinated by the bidder with Dan Gesell at (815) 939-4971 ext. 224 during normal business hours. The buyer is responsible to dismantle the equipment and for providing proper safety devices and equipment, licenses and permits to meet all government safety standards and legal operating requirements, and for insuring awarded items against risk of loss while they remain on Village premises and throughout the removal process. The Buyer agrees to provide adequate liability insurance while on KACC property for the purpose of removal of goods, and will indemnify and hold harmless KACC, its agents and employees from and against claims, damages, losses and expenses, including, but not limited to, attorneys’ fees, arising out of their presence on KACC property for the purpose of dismantling, removing purchased goods, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including losses of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Buyer, anyone directly or indirectly employed by the Buyer or anyone for whose acts the Buyer may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

I CERTIFY THAT I HAVE READ this bid solicitation document carefully and agree to abide by all of the terms and conditions contained or referenced herein:

\_\_\_\_\_  
(Print name above) (The Buyer)

\_\_\_\_\_  
(Print address above)

\_\_\_\_\_  
(Telephone #., incl. area code)

\_\_\_\_\_  
(Print e-mail address above)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature) (The Buyer)

\_\_\_\_\_  
(Corporate officer title, if appropriate)

Kankakee Area Career Center  
PO BOX 570  
Bourbonnais, IL 60914  
www.kacc-il.org  
815-939-4971

**Bid Sheet – Disposition of Surplus Equipment**  
***Must be completed and attached to the Bid Agreement Form***

<i>Item Description</i>	<i>Minimum Bid</i>	<i>Bid Amount</i>
<i>Collision Repair Paint Booth including fire suppressant system Booth is 24 feet long by 24 feet wide by 10 feet high</i>	<b>\$500.00</b>	\$
<b>Total Bid:</b>		\$

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Must Match Bid Agreement Form)