



Invitation to Bid 21-35

Purchase of One (1) Wheel Loader For the Water and Sewer Division

BID PROPOSALS DUE

**Wednesday, July 14, 2021
at 2:00 p.m.**

**City of Aurora
Attn: City Clerk's Office
44 E Downer Place
Aurora, Illinois**

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader

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CITY OF AURORA
INVITATION TO BID 21-35
**Purchase of One (1) Wheel Loader
For the Water and Sewer Division**

The City of Aurora invites you to bid on the Purchase of One (1) Wheel Loader for the Water and Sewer Division.

Sealed Bid Proposals must be received by the City of Aurora, Attn: City Clerk's Office - 1st Floor, 44 E. Downer Place, Aurora, IL 60507 **no later than 2:00 p.m. CST, Wednesday, July 14, 2021.** Bid proposals received after the closing time and date will be returned unopened.

Attached please find specifications and other pertinent documents necessary for you to respond to this Invitation to Bid.

Inquiries and/or questions pertaining to the provisions and specifications of this bid proposal package, **including requests for equivalent consideration**, shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Tuesday, July 6, 2021. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, July 8, 2021. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the July 6, 2021 8:00 am cut-off date/time.** It is the Bidder's responsibility to check the website before submitting their Bid Proposal.

The City of Aurora has a local preference ordinance that would apply to this contract.

The City of Aurora encourages minority business firms to submit bids and encourages the successful firm to utilize minority businesses as applicable.

Any Bidder who owes the City money may be disqualified at the City's discretion.

All proposals are to be submitted on the bid proposal form provided entitled: "Bid Proposal Form 21-35 Purchase of One (1) Wheel Loader for the Water and Sewer Division."

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "21-35 Purchase of One (1) Wheel Loader for the Water and Sewer Division."

The City of Aurora reserves the right at any time and for any reason to cancel this Invitation to Bid, to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date set forth above. The City may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA
Jolene Coulter
Director of Purchasing

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bidder is not barred from bidding on the Project, or entering into this Bid as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____) _____

FAX No. (____) _____

Subscribed and Sworn to

Before me this ____ day

of _____, 2021

Notary Public

STATE OF ILLINOIS)
)
County of Kane) ss.

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the BIDDER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from Biding with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2021.

By _____
(Signature of Bidder's Executing Officer)

(Print name of Bidder's Executing Officer)

(Title)

ATTEST/WITNESS:

By _____
Title _____

Subscribed and sworn to before me this
_____ day of _____, 2021.

Notary Public

(SEAL)

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Division

INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed Bid in writing with the City of Aurora covering matters and things as are set forth in the Bid Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF BID PROPOSALS

- a. Bidder must submit one original bid response, marked as "original" and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.
- b. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a Bid. Name of person signing should be typed or printed below the signature.

Envelopes containing bids must be sealed and addressed to the City of Aurora Purchasing Division. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.

- c. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.

- d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the Bid and execute the Work should the Bid be awarded to them. Bid Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the Bid.

The Bid will be awarded to the lowest responsive responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Bidder will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF BID PROPOSALS

- a. It is suggested that Bidders allow a minimum of four days for delivery through U.S. mail, or Bid Proposals may be delivered to the City Clerk's Office in person. Overnight courier is acceptable provided timely receipt of Bid Proposals. The City shall not be responsible for late delivery of your Bid by a third party courier. The Bidder assumes responsibility for late delivery of the mail. **It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.**
- b. Bids must be mailed to the City Clerk's Office located at 44 E. Downer Place, Aurora, IL 60507.
- c. Any Bid Proposal received by the City Clerk **after 2:00 p.m. on Wednesday, July 14, 2021** shall be rejected and returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF BID PROPOSALS

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of Purchasing. Requests to withdraw a bid must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw its bid by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which bid proposals were to be submitted. Following withdrawal or modification of its Bid Proposal, Bidder may submit a new Bid Proposal, provided it is received by the City Clerk prior to the bid proposal due date. No bid proposal will be opened which is received after the time and date scheduled for the Bid Proposals to be received.

05. BID DEPOSIT

No Bid Deposit Required.

06. BONDS AND INSURANCE

The requirement of a labor and material payment and performance bond will be waived for purpose of this Invitation to Bid.

07. CITY'S AGENT

The Director of Purchasing, or delegate, shall represent and act for the City in all matters pertaining to the bid proposal and Bid in conjunction thereto.

08. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

Each Bidder submitting a bid proposal is responsible for examining the complete Invitation to Bid Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the Bid, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to submitting the bid proposal. The submission of a bid proposal shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Invitation to Bid documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its bid proposal for all contingencies.

09. BIDDER CAPABILITY

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required. The City may, at its option, disqualify a Bidder and reject his bid proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Bidders.
- Receipt of more than one bid proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous Bid.
- Unreasonable failure to complete a previous Bid within the specified time or for being in arrears on an existing Bid without reasonable cause for being in arrears.

- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- **Any Bidder who owes the city money may be disqualified at the City's discretion.**

10. **ALTERNATE PROPOSALS**

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Bid Package. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Bidder wishes to submit more than one Bid Proposal, each Bid Proposal, after the first, is to be considered an **alternate**. **THESE BID PROPOSALS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE PROPOSAL"**. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the Bid Proposal.

11. **AWARD**

It is the intent of the City to award the bid to the lowest responsive responsible bidder meeting specifications. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

If the Bidder modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the bid, this would be considered a conditional or qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the bid.

Notification of the Bid Award will be made by the issuance of a purchase order.

12. **PAYMENT**

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et.seq.*)

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery

Prices will be considered NET, if no payment discount is shown.

The successful Bidder shall submit invoices via e-mail to:

PurchasingDL@aurora.il.us

or Fax to **630-256-3559**

or Mail to the following address:

**City of Aurora
Attn: Purchasing Division
44 E. Downer Place
Aurora, IL 60507**

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is ***our preferred method of payment!***

13. PRICES

The price quoted for each item is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the duration of the purchase.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Bid Proposal or his/her authorized representative must initial any alteration in ink.)

14. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

15. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

16. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

17. DEFAULT

Time is of the essence of this bid and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Bid by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

18. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.

19. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The City may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.

20. REGULATORY COMPLIANCE

Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

21. CANCELLATION

The City reserves the right to cancel the whole or any part of the Bid if the Bidder fails to perform any of the provisions in the Bid or fails to make delivery within the time stated. The Bidder will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

22. SPECIAL CONDITIONS

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in Special Conditions and Specifications shall take precedence.

23. SIGNATURES

Bid Proposals must be signed by the Bidder with his/her usual signature. Bid Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bid Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Bid Proposal, its agent must present legal evidence that he has lawful authority to sign said Bid Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any Bid is executed that it is authorized to do business in the State of Illinois. Bidders by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Bid Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid Proposal forms shall be initialed by the person signing the Bid Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

24. ROYALTIES AND PATENTS

Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the City harmless from loss on account thereof.

25. REFERENCES

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Bid. Listing must include company name, contact person, telephone number and date purchased. All Bidders, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Bidder and all employees who will work on the project may be made. Bidders agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

26. ELIGIBILITY

By signing this bid, the bidder hereby certifies that they are not barred from bidding on this Bid as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

27. DATA

Complete and detailed brochures and vehicles equipment, materials, goods, supplies and/or services to be furnished must be included with each Bid.

28. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist

at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This Bid shall be governed by and construed according to the laws of the State of Illinois.

29. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this Bid, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Bid, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Bid will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora 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, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property

be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

30. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Bid, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

31. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Bidder; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

32. LOCAL BIDDER PREFERENCE

O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily

basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest

33. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Bidders and encourages the successful Bid Bidder to utilized minority businesses as sub-contractors for supplies, equipment, services and construction.

34. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the Bid as specified in the specifications after the execution and acceptance of the Bid, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the Bid.

35. TIME

Bidder shall schedule its Work to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, Bidders and subcontractors. Bidder shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, Bidder or subcontractors. Bidder's sole remedy for delay shall be an extension in the Bid time.

36. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this bid proposal package, **including requests for equivalent consideration**, shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Tuesday, July 6, 2021. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, July 8, 2021. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the July 6, 2021 8:00 am cut-off date/time.**

It is the responsibility of the interested bidder to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

BID PROPOSAL SPECIFICATIONS

Section 1. Project Introduction and Purpose

Bidders are required to read and understand all information contained within the entire Bid Proposal package. By responding to this Bid, the Bidder agrees to have read and understand these documents.

Purpose: The City of Aurora (hereinafter “the City”) is accepting competitive sealed bid proposals for the anticipated Purchase of One (1) Wheel Loader for the Water and Sewer Division.

Section 2. Minimum Qualifications

The following are minimum requirements that the vendor must meet in order to be eligible to submit a bid proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications.

General Requirements

Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a Bid. Name of person signing should be typed or printed below the signature.

The Bid shall be in the form of a purchase order. All properly authorized purchases and services of the City shall be evidenced by the issuance of the same. Please be advised that any invoice received by the City not referencing a purchase order number may not be accepted as a valid City obligation.

Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

Termination for Clause:

This Bid may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Bid is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement.

Upon such termination, the liabilities of the parties to this Bid shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Bid is terminated due to the City's substantial failure to perform, the Bidder shall be paid for labor and expenses incurred to date, subject to offset of any damages, losses or claims against the City resulting from or relating to Bidder's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Bidder for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of the Basic Services, the Bidder will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

Response Instructions

Bidder must submit an original bid response, marked as "original" and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

**City of Aurora
City Clerk's Office
44 E Downer Place
Aurora, Illinois 60507**

The City shall not be responsible for late delivery of your Bid by a third party courier. There will be no exceptions!

Inquiries and/or questions pertaining to the provisions and specifications of this bid proposal package, **including requests for equivalent consideration**, shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Tuesday, July 6, 2021. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, July 8, 2021. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the July 6, 2021 8:00 am cut-off date/time.**

It is the responsibility of the interested bidder to check our website and assure they have received addendum, if any issued, and acknowledge such receipt where indicated.

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

Section 3. Specifications for Purchase of One (1) Wheel Loader for the Water and Sewer Division

The specifications are for One (1) Wheel Loader for the Water and Sewer Division.

The Wheel Loader shall be delivered to the owner within 120 days of contract commencement or as stated in the notice to proceed.

3.2 GENERAL

3.2.1 The specifications herein state the minimum requirements of the City of Aurora. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The city may consider as “irregular” or “non-responsive”, any bid not prepared and submitted in accordance with the bid documents and specification, or any bid lacking sufficient technical literature to enable the City of Aurora to make a reasonable determination of compliance to the specification. It shall be the bidder’s responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (exception yes or no) will cause the proposal to be rejected, without review, as “non-responsive”. All variances, exceptions, and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

3.2.2 EQUIVALENT PRODUCT: Bids will be accepted for consideration on any make and model that is equal to or superior to the specified equipment, as interpreted by the City of Aurora. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence, but will require an explanation at each deviation or substitution. **Any requests to deviate from the bidding specifications must be made in writing prior to 8:00 AM Tuesday July 6, 2021.**

3.2.3 INTERPRETATIONS: In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specifications documents or any part thereof. Every request for each consideration shall be made in writing to the City of Aurora. Based upon such inquiry, the City of Aurora may choose to issue an Addendum in accordance with local public contract laws.

3.2.4 GENERAL SPECIFICATIONS: Units described shall be new, unused, and of the current year’s production. The Unit shall be of the latest design and in current production completely serviced, ready for work and shall include all standard and optional equipment as specified herein. All bidders must provide a demonstration of the unit they are bidding to the City of Aurora prior to bid date.

3.2.5 Bidders, on request of the City of Aurora, must be prepared to review their specifications with the City of Aurora and must, if requested, also be prepared to provide a similar unit for inspection by the City of Aurora. These services, if needed, are considered as part of the bidder’s proposal and will be provided without cost or obligation to the City of Aurora.

3.3 DETAILED SPECIFICATIONS

The below specifications and corresponding part numbers are for a Caterpillar 926M Wheel Loader. If an alternative make and model wheel loader is proposed, it will be the proposer’s responsibility to include in the bid a clear comparison between the specified and proposed machine.

In order for Aurora to consider an alternate to the Caterpillar 926M Wheel Loader specified, the following conditions must be met:

- Any proposed machine must be compatible with Caterpillar attachments, including plows, buckets, forks, and lifting booms.
- There must be a facility capable of completely servicing and repairing the wheel loader that is within 50 miles of Aurora
- Caterpillar 926M Wheel loader 541-2670
 - Lane 3 Order 0P-9003
 - Prep Pack, United States 430-2943
 - Steering, Standard 430-2996
 - Differential, limited slip gear 333-6527
 - Environment, Standard 536-53202
 - Weather, cold start 120V 5 25-5964
 - Engine 527-0422
 - Hydraulics, 3V, CPLR Ready, SL 541-3073
 - Hydraulics, Standard, SL 536-5281
 - Lines, AUX 3RD, Std lift 530-1623
 - Jumper lines, None 536-5339
 - Lights, AUX, Halogen 559-0841
 - Lights, Roding, Halogen, RH 541-3066
 - Cab, Deluxe 549-0451
 - Seat Deluxe 563-5967
 - Radio, Bluetooth, Aux, Mic 372-1868
 - Product Link, Cellular PL641 565-0908
 - Tires, 20.5R25 MX XTLA*L2 366-6896
 - Fenders, Standard 366-8148
 - Counterweight, Standard 348-2579
 - Toolbox Aux 491-7922
 - Kit, Serialized Technical Media 0P-2491
 - Ride Control 430-2859
 - Pack, Domestic Truck 0P-210
 - Quick Coupler, Fusion 536-5313
 - Bucket – GP, 2.7 YD3, FUS 360-3320
 - Cutting Edge Bolt on (4 Pieces) 8E-4566

4.0 Standard Warranty: 12Months/Unlimited Hours Full Machine Standard Warranty

5.0 Delivery

Bidder must state delivery time in days at time of bid.

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: _____

To place an order:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Questions:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

REFERENCES

(Please Type)

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

BID PROPOSAL FORM

Bid Due Date & Time: **2:00 p.m. CST, Wednesday, July 14, 2021**

To: **City of Aurora
City Clerk's Office
44 E Downer Place
Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other Bid documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Bid.
 - A. The Vendor shall also include with their bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
 - B. For purposes of this offer, the terms Offeror, Bidder, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Specifications and the following addenda:

No._____, No._____, No._____, (Vendor to acknowledge addenda here.)

Bidder's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

BID PROPOSAL FORM

I/We propose to furnish material and labor as specified in the attached Specifications to Bid at the following delivered price:

Complete Requirements for One (1) Wheel Loader for the Water and Sewer Division.

\$ _____

Complete delivery of unit must be received within _____ working days upon receipt of order.

All bid prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base bid price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right at any time and for any reason to cancel this Invitation to Bid, to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date set forth above. The City may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____

Please Type

AUTHORIZED SIGNATURE _____

Title

EMAIL _____

PHONE #(_____)_____ FAX # (_____)_____ DATE _____



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: _____
- 2) Name of Business: _____
- 3) Address of Local Office: _____
- 4) City, State, Zip: _____
- 5) Company's Web Address: _____
- 6) Phone: _____ Fax: _____
- 7) County your Local Business is Located In: _____

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:

City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507

Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONLY

- (a) a.
(a) b.
(a) c.

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

BID SUBMITTAL CHECKLIST

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: “21-35 Purchase of One (1) Wheel Loader” In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

- _____ Bid Proposal Form (Appendix D)
- _____ Bid Specifications (Appendix A)
- _____ Bidder’s Certification (Page 1)
- _____ Bidder’s Tax Certification (Page 2)
- _____ Contact Information (Appendix B)
- _____ Reference List (Appendix C)
- _____ Local Preference Application (if applicable)