



City of Aurora, IL
Community Services
Nicole Mullins, Chief Community Services Officer
44 E Downer Place, Aurora, IL 60502

[MAXSON HEATING AND AIR CONDITIONING] RESPONSE DOCUMENT REPORT

RFP No. 26-022

Healthy Houses HVAC Inspections and System Replacements

RESPONSE DEADLINE: April 17, 2026 at 11:00 am

Report Generated: Thursday, June 11, 2026

Maxson Heating and Air Conditioning Response

CONTACT INFORMATION

Company:

Maxson Heating and Air Conditioning

Email:

maxsonusa@gmail.com

Contact:

Jessica Sanchez

Address:

324 E ROOSEVELT RD
Wheaton, IL 60187

Phone:

(630) 649-4150

Website:

www.maxsonhvac.com

Submission Date:

Apr 15, 2026 11:15 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 15, 2026 8:36 PM by Jessica Sanchez

Addendum #2

Confirmed Apr 15, 2026 8:36 PM by Jessica Sanchez

Addendum #3

Confirmed Apr 15, 2026 8:36 PM by Jessica Sanchez

QUESTIONNAIRE

1. Please select the Healthy Houses Program Phase(s) for which the Proposer is submitting qualifications:*

- **Phase I: Inspection & Condition Assessment** The Proposer will conduct professional on-site inspections of residential HVAC systems to determine if units are "beyond their usable life" due to age, mechanical failure, or safety risks. This includes providing a formal **Condition Assessment Report** for each property to certify eligibility for federal assistance.
- **Phase II: System Modernization & Replacement** For units identified in Phase I as requiring replacement, the Proposer will perform full-service removal, disposal, and installation of new, high-efficiency HVAC systems. All work must comply with City of Aurora building codes and **U.S. HUD CDBG-CV** regulations, focusing on enhancing ventilation and air filtration.

Phase II: HVAC System Modernization & Replacement

2. Technical Proposal*

See Submittal Content Section for more information.

Pricing shall not be mentioned anywhere in the body of the Technical Proposal.

Cover_Transmittal_Letter_2026.docx

Firm_Qualifications_Experience_and_References_2026.docx

Project_Approach_2026.docx
Roles_and_Responsibilities_2026.docx

3. Contractors License*

Project_Approach_2026.docx

4. Donation of services?*

Is your company interested in donating services?

Yes

MAXIMUM TIME DONATED*

If you have a maximum time donated please submit

5

5. Contact Information*

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

Contact_Information.pdf

6. References*

Minimum three (3) sufficient references of all like public and/or private agencies must be presented below. Listing must include company name, contact person, telephone number and date purchased. All Proposers, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Proposer and all employees who will work on the project may be made. Proposers 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 Proposer, including low Proposer, and may void any contract previously entered into based on its background investigation.

Project 1

Customer Name: Chicago Tribune

Project Name: HVAC Efficiency Upgrade & Rebate Coordination

Award Amount: \$200,000

Award Date: December 2025

Completion Date: May 2026

Reference Contact: Cyndie

Project Description: Replacement of 250ton Chiller Replacement

Project 2

Customer Name: Creative Hi Tech

Project Name: RTU Replacements – 1x RTUs

Award Amount: \$40,000

Award Date: October 2025

Completion Date: October 2025

Reference Contact: Gopal

Project Description: Replacement of 20ton rooftop system

Project 3

Customer Name: St Joseph Orthodox Church

Project Name: RTU Replacements – 2 RTUs

Award Amount: \$30,000

Award Date: January 2024

Completion Date: January 2024

Reference Contact: Jan Labun

Project Description: Replacement of 2x 5ton rooftop systems

7. Eligibility*

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal 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).

Confirmed

8. Proposer's Certification*

I/We hereby certify that:

- A. A complete set of 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 Proposer is not barred from bidding on the Project, or entering into this contract 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.

Confirmed

9. Is proposer able to bill permit and filing fees separate from overall project costs?*

As a State funded program, the City and State are unable to cover permit fees.

Yes

10. Proposer's Tax Certification*

The Proposer's Executing Officer, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Proposer, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from contracting 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 Proposer 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.

Confirmed

11. IL DCEO CDBG-CV FUNDED HEALTHY HOUSES PROGRAM PARTICIPATION*

The Proposer understands that they will be a participant in the City of Aurora, IL, DCEO CDBG-CV Funded Healthy Houses Program (aka Aurora Rental HVAC Replacement Program) and that the project is being funded with federal dollars under the U.S. Department of Housing and Urban Development's Community Development Block-CV Grant Program.

Contractor

12. PROPOSER'S DEBARMENT REVIEW CERTIFICATION*

The City is required to conduct debarment reviews on all services procured with CDBG funds by checking the System for Award Management (SAM) website, www.sam.gov, to determine if a potential contractor is excluded from receiving Federal contracts. *This review will be conducted by the City before any contract award is executed. The use of CDBG funds is prohibited for any contractor on the excluded (debarment) list.*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension; 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this proposal.

Confirmed

13. City of Aurora Contract*

Please download the below documents, sign to acknowledge agreement to terms, and upload.

- [Sample Standard Contract RF...](#)

City_of_Aurora_Agreement.pdf

14. PROPOSER'S CONFLICT OF INTEREST AND COVERED PERSON DISCLOSURE

DOES THE PROPOSER, OR ANY OWNER, EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR BOARD MEMBER OF THE PROPOSER'S ORGANIZATION, HAVE AN EXISTING OR PRIOR BUSINESS OR FAMILY TIE (INCLUDING SPOUSE, PARENT, CHILD, SIBLING, GRANDPARENT, GRANDCHILD, OR CORRESPONDING IN-LAW/STEP-RELATION) TO ANY CURRENT OR FORMER CITY OF AURORA OFFICIAL OR EMPLOYEE WITHIN THE LAST TWELVE MONTHS, AS DEFINED BY FEDERAL 'COVERED PERSON' CONFLICT OF INTEREST REGULATIONS?*

No

DOES THE PROPOSER, OR ANY OWNERS, EMPLOYEES, AGENTS, CONSULTANTS, OFFICERS, OR BOARD MEMBERS OF THE PROPOSER'S ORGANIZATION, HAVE A BUSINESS OR FAMILY TIE TO A CURRENT OR FORMER (WITHIN THE LAST TWELVE MONTHS) EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF THE CITY OF AURORA, WITH THE UNDERSTANDING THAT ANY SUCH TIE MUST BE REVIEWED BY THE CITY FOR FEDERAL CONFLICT OF INTEREST COMPLIANCE PRIOR TO THE CITY ENTERING INTO AN AGREEMENT WITH THE PROPOSER?*

No

PRICE TABLES

INSPECTION AND INSTALLATION RATES

Line Item	Description	Unit of Measure	Unit Cost	No Bid
Labor				
1	Inspectors Rate	Hourly	\$450.00	
2	Labor & Auxiliary Charges	Hourly	\$135.00	
3	Standard Labor Rate	Hourly	\$135.00	

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Healthy Houses HVAC Inspections and System Replacements

Line Item	Description	Unit of Measure	Unit Cost	No Bid
4	Emergency/After-Hours	Hourly	\$185.00	
6	Removal & Disposal (Recovery of old refrigerant and recycling)	Each	\$550.00	
Materials (not limited to)				
7	Full System Replacements	Each	\$7,800.00	
8	Central AC + Gas Furnace	Each	\$7,800.00	
9	Ducted Heat Pump System	Each	\$9,800.00	
10	Ductless Mini-Split (per zone)	Each	\$6,000.00	
11	Dual-Fuel (Hybrid) System	Each	\$9,800.00	
12	Individual Component Replacement	Each	\$300.00	
13	Central AC Condenser Only	Each	\$5,500.00	
14	Gas Furnace Only	Each	\$5,000.00	
15	Evaporator Coil Replacement	Each	\$1,800.00	
16	Indoor Air Quality (IAQ) & Filtration Add-ons	Each	\$1,200.00	
17	High-Efficiency Media Filter	Each	\$1,200.00	
18	Whole-Home UV Purifier	Each	\$1,200.00	
19	Electronic Air Precipitator	Each	No Bid	X
20	Whole-Home Humidifier	Each	\$750.00	

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Healthy Houses HVAC Inspections and System Replacements

Line Item	Description	Unit of Measure	Unit Cost	No Bid
21	Active Air Purifier	Each	\$1,200.00	
22	New Ductwork (Run)	Each	\$550.00	



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April 15th, 2026

City of Aurora

Re: Proposal Submission for Healthy Houses HVAC Inspections and System Replacements

Dear City of Aurora,

Maxson Heating and Air Conditioning is pleased to submit this Statement of Work in response to your Request for Proposals for Healthy Houses HVAC Inspections and System Replacements. As a trusted ComEd 2026 Energy Efficiency Service provider & WOSB & SBO HVAC contractor with a strong reputation for technical excellence, responsive service, and high-quality workmanship, Maxson is uniquely positioned to deliver the services outlined in the RFP.

Our team brings decades of combined experience in heating, air conditioning, mechanical systems installation, maintenance, and ComEd energy-efficiency optimization. We have successfully completed numerous projects for commercial, municipal, and institutional clients throughout the region, consistently meeting demanding schedules, performance standards, and budget requirements.

Maxson's approach emphasizes safety, precision, and clear communication. Our technicians, project managers, and support staff work collaboratively to ensure seamless project execution from initial assessment through final commissioning.

We appreciate the opportunity to be considered and look forward to the possibility of partnering with you on this important initiative. Please feel free to contact me directly at (630) 544-0167 – maxsonusa@gmail.com with any questions.

Jessica Sanchez
Project Manager

A handwritten signature in black ink, appearing to be "JS" followed by a long horizontal stroke.



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Maxson Heating & Air Conditioning is a 2026 ComEd SBO Service Provider, full-service HVAC contractor based in Wheaton, Illinois, providing residential and light commercial heating and cooling services throughout the greater Chicagoland area.

As a Woman- and Minority-Owned Business (W/MBE), Maxson combines technical expertise with a strong commitment to community-focused service. Maxson is led by ownership that remains actively involved in daily operations, ensuring a high level of accountability, responsiveness, and quality control across all projects.

Maxson has the operational capacity, staffing, and systems in order to successfully execute multi-home programs such as the Healthy Houses HVAC Inspections and System Replacements Program.

Relevant Experience

Maxson provides recurring HVAC inspection and preventative maintenance services for a large portfolio of residential customers across the Chicagoland area.

Includes:

- High-volume seasonal maintenance programs
- Full HVAC system replacements across multiple residential properties
- Energy-efficiency upgrade projects with utility incentive coordination through ComEd
- Scheduling and coordinating 5000+ homes.
- Performing seasonal inspections (heating and cooling)
- Identifying system deficiencies and recommending repairs or replacements
- Maintaining detailed service records and customer communication

Projects listed below

Project 1

Customer Name: Chicago Tribune

Project Name: HVAC Efficiency Upgrade & Rebate Coordination

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Project Approach and Implementation Plan

City of Aurora – Healthy Houses HVAC Inspections and System Replacements Program

Overview

Maxson Heating & Air Conditioning will implement a structured, step-by-step approach to ensure efficient delivery of HVAC inspections and system replacements under the Healthy Houses Program.

Step 1 – Program Intake & Scheduling

Upon assignment from the City of Aurora, Maxson will initiate contact with residents to schedule HVAC Estimates

Process:

- Receive resident information and program authorization
- Contact resident within 24 hours
- Confirm appointment via phone, text, or email via CRM – HouseCall Pro

Step 2 – HVAC Inspection & System Evaluation

A certified Maxson technician will perform a comprehensive HVAC inspection to assess system condition, safety, and efficiency.

Inspection Includes:

- Furnace and air conditioning system evaluation
- Airflow and performance testing
- Determination of repair vs. replacement eligibility
- Recommendation report for repair or replacement within 24 hours of appt

Step 3 – Scope Development & Cost Estimating

Following inspection, Maxson will develop a detailed scope of work and cost estimate aligned with program guidelines.

Process:

- Review inspection findings internally

- Prepare system replacement or repair proposal
- Ensure pricing aligns with program requirements
- Itemized estimate and scope of work with 24 hours of evaluation

Step 4 – Approval & Resident Coordination

Once the scope is approved, Maxson will coordinate directly with the resident to schedule installation or repair work.

Process:

- Confirm approval with City/program administrators within 24 hours
- Contact resident to schedule work
- Provide clear expectations for installation day
- Ensure all materials and equipment are prepared

Step 5 – System Installation

Maxson's in-house installation team will complete all approved work in accordance with manufacturer specifications and local codes.

Installation Standards:

- Removal of existing equipment (if applicable)
- Installation of new HVAC systems
- Proper sizing, setup, and configuration
- System testing and performance verification
- Clean and professional job site practices

Step 6 – Documentation, Warranty & Closeout

Maxson will finalize all project documentation and ensure the resident receives complete system information

Closeout Includes:

- Submission of required documentation to the City of Aurora
- Warranty registration and confirmation 24-48 hours after installation
- Resident education on system operation and maintenance

Scalability and Program Support

- Maxson's team structure allows for scaling based on program demand.
- Dedicated technicians assigned to program work
- Ability to increase capacity during peak demand
- Efficient scheduling system to minimize delays

Summary

Maxson Heating & Air Conditioning's project approach is designed to deliver efficient, high-quality HVAC inspections and system replacements with full transparency and accountability. By combining experienced personnel, structured workflows, and strong communication practices, Maxson will successfully support the City of Aurora's Healthy Houses Program while ensuring a positive experience for every resident.



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Organization, Personnel, and Staffing

City of Aurora – Healthy Houses HVAC Inspections and System Replacements Program

Organizational Structure

Maxson Heating & Air Conditioning operates under a structured, owner-led model designed to ensure accountability, quality control, and efficient project execution. For the Healthy Houses HVAC Inspections and System Replacements Program, Maxson will utilize a dedicated internal team consisting of project leadership, operations oversight, administrative support, and experienced in-house technicians.

All services under this program will be performed by Maxson’s trained employees. This approach ensures full control over scheduling, workmanship, safety compliance, and adherence to all requirements established by the City of Aurora.

Project Leadership and Key Personnel

Project Management

Jessica S. – Project Manager

Jessica S. is the Owner of Maxson Heating & Air Conditioning and a certified Project Management Professional (PMP). Maxson is a certified Woman- and Minority-Owned Business (W/MBE), and Jessica plays a direct, hands-on role in all program execution. She will serve as the primary Project Manager and point of contact for the Healthy Houses Program.

Responsibilities include:

- Overall project planning, coordination, and execution
- Direct communication with the City of Aurora and participating residents
- Oversight of inspections, installations, and timelines
- Management of documentation, reporting, and billing compliance
- Ensuring adherence to all program guidelines and performance standards

Operations

Steve S. – Operations Manager

Steve S. provides direct oversight of all field operations including installations and quality assurance.

Responsibilities include:

- Reviewing inspection findings and replacement recommendations
- Preparing and verifying all project estimates
- Ensuring installations meet all code and manufacturer requirements
- Supervising field personnel to maintain consistency and efficiency

Administrative and Scheduling Support

Jennifer M. – Office Manager

Responsible for administrative coordination, documentation control, invoicing, and internal communication to support program execution.

Catelyn S. – Scheduling & Dispatch Coordinator

Catelyn has over 10 years of experience in dispatching and scheduling across HVAC and related trades.

Responsibilities include:

- Coordinating inspection and installation schedules
- Maintaining proactive communication with residents
- Dispatching technicians efficiently to meet program timelines
- Managing warranty registrations and service documentation

Field Personnel (In-House Technicians)

Maxson will assign a team of in-house personnel who ensures consistent workmanship, accountability, and adherence to all project specifications.

Lead Technicians

David B. – Lead Installation Technician

David has over 20 years of experience in HVAC system installation, including furnaces, air conditioning systems, and ductless mini-split systems.

Responsibilities include:

- Leading system replacements and installations
- Ensuring proper equipment setup, testing, and commissioning
- Verifying code compliance and system performance
- Manufacturer installation standards strictly followed

Jose M. – Lead Service Technician over 15 years of HVAC experience, Jose leads system inspections and complex diagnostics.

Responsibilities include:

- Conducting detailed HVAC inspections
- Identifying deficiencies and recommending corrective actions
- Supporting quality assurance across all service work
- Mentoring junior technicians

Service Technicians

Ryan L. – Service Technician

Responsible for inspections, preventative maintenance, and system evaluations. Known for strong customer communication and thorough service delivery.

Larry E. – Service Technician

Specializes in system diagnostics, repairs, and preventative maintenance. Provides clear recommendations and ensures customer understanding of system conditions.

Program Support and Energy Incentives

Daniel H. – Commercial Sales & Energy Incentives Specialist

Daniel supports project estimating and assists residents with available utility incentives through ComEd programs.

Responsibilities include:

- Developing accurate cost estimates for system replacements
- Assisting with rebate and incentive applications
- Supporting both residential and program-related project needs

Staffing Capacity and Project Throughput

Maxson has the operational capacity to efficiently support the Healthy Houses Program.

Capacity Approach:

- Dedicated technician scheduling for program work
- Flexible workforce allocation based on demand
- Ability to scale staffing during peak periods
- This capacity ensures timely project completion while maintaining high-quality standards.

Commitment as a Woman & Minority-Owned Business

Maxson Heating & Air Conditioning is a certified Woman- and Minority-Owned Business (W/MBE), committed to supporting equitable economic development within the community. Through this program, Maxson will:

- Deliver high-quality services with a community-focused approach
- Provide responsive, personalized customer service
- Contribute to the City's diversity and inclusion goals

Summary

Maxson Heating & Air Conditioning's organizational structure is designed to deliver efficient, high-quality HVAC inspections and system replacements with full accountability and compliance.

With certified project management, experienced leadership, a dedicated in-house workforce, and strong administrative support, Maxson is fully equipped to successfully execute the City of Aurora's Healthy Houses HVAC Program while meeting all performance, safety, and community engagement goals.



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CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

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

Customer Service/General Information:

Ph: 630 649-4150

To place an order:

Name: JESSICA SANCHEZ

Ph: 630 544 0167 Fax:

E-mail: MAXSONUSA@gmail.com

Billing & Invoicing questions:

Name: JESSICA SANCHEZ

Ph: 630 544-0167 Fax:

E-mail: MAXSONUSA@gmail.com

Questions:

Name: JESSICA SANCHEZ

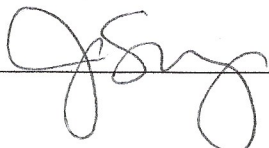
Ph: 630 544-0167 Fax:

E-mail: MAXSONUSA@gmail.com

Bidder's Name:

Maxson Heating and Air Conditioning

Signature & Date:

 03/09/26

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this 3-9-26 ("Effective Date"), for the (Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Marson ("Proposer"), located at Heating and Air Conditioning.

WHEREAS, the City issued a Request for Proposal ("RFP") on 3/9/26 for the ; and

WHEREAS, the Proposer submitted a Proposal in response to the RFP and represents that it is ready, willing and able to perform the Services specified in the RFP and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on 3/9/26, the City awarded a contract to Proposer, Marson Heating and Air Conditioning

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents.

The Agreement shall be deemed to include this document, Proposer's response to the RFP, to the extent it is consistent with the terms of the RFP, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Request for Proposal 90.

In connection with the RFP and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the RFP and this Agreement is truthful and correct. Proposer shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services.

Proposer shall perform the Services listed in the Proposal, attached hereto as Exhibit 1.

3. Term.

This agreement shall remain in effect until the terms of the RFP and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

4. Compensation.

Maximum Price. In accordance with the Proposer's negotiated cost, the price for providing the Services shall be as stated on the submitted proposal, Exhibit 2.

Schedule of Payment. The City shall pay the Proposer for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Proposer of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. 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.*) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Proposer shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that Proposer and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriately licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Proposer shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Proposer or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Proposer from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Proposer with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Proposer only for

services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Proposer acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

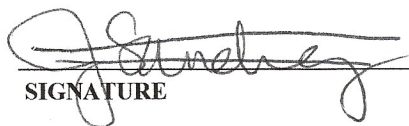
b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

CITY OF AURORA, ILLINOIS

(Contractor)


SIGNATURE

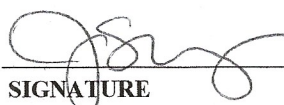
Jolene Coulter

FULL NAME

DATE SIGNED

Director of Purchasing

TITLE


SIGNATURE

Jessica SANCHEZ

FULL NAME

03/09/26

DATE SIGNED

Owner

TITLE