



## **Request for Proposal 20-16**

### **Job Order Contracting Vendor Services for the City of Aurora**

#### **PROPOSALS DUE**

**Friday, June 5, 2020  
at 11:00 a.m.**

**City of Aurora  
Purchasing Division  
44 E Downer Place  
Aurora, Illinois**



CITY OF AURORA  
REQUEST FOR PROPOSAL 20-16  
**Job Order Contracting Vendor Services  
for the City of Aurora**

The City of Aurora invites proposals from firms with the experience, capabilities and qualified available staff to provide Job Order Contracting (“JOC”) Vendor Services for the City of Aurora, Illinois. Sealed Proposals will be received at the City Clerk office, 44 East Downer Place, Aurora, Illinois 60507, until **11:00 a.m., Central Time, Friday, June 5, 2020** for the anticipated above-named service.

The City of Aurora Job Order Contract Vendor Services is an indefinite quantity contract pursuant to which the selected Vendor will establish the City’s Job Order Contract (JOC) program and perform ongoing series of individual Projects at various locations within the city. The scope of work involves but is not limited to, serving as a Partner with the City of Aurora to provide management, labor, materials and supplies to complete projects requested by the City.

By creation of the JOC Program, the City of Aurora expects a collaborative process of project procurement that combines the commitment, expertise and skills of the City and the Contractor to achieve the completion of projects in the best interest of the public. Job Order Contracting shall provide an effective means of reducing total lead-time and costs for public works projects.

Attached please find specifications and other pertinent documents necessary for you to respond to this Request for Proposal (RFP).

A proposal deposit of \$25,000 will be required.

Upon Award a Payment and Performance Bond in the amount of \$1,000,000 will be required of the selected vendor.

All proposals are to be submitted on the proposal form provided. Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: “20-16 Job Order Contracting Vendor Services”

Price Proposals must be submitted in a **separate, sealed envelope** and clearly marked on the outside: “Pricing for RFP 20-16 Job Order Contracting Vendor Services for the City of Aurora, Illinois.”

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until **8:00 AM Central Time, Thursday, May 28, 2020**. Questions expect to be answered via addendum and posted to the City’s website at <https://www.aurora-il.org/bids.aspx> by 5:00 PM Central Time, Friday, May



29, 2020. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the May 28, 2020 8:00 AM cut-off date/time.** It is the proposer's responsibility to check the website before submitting their proposal.

The City of Aurora encourages the use of local businesses as defined by the Local Preference Ordinance and encourages the successful firm to utilize such businesses as applicable.

The City of Aurora encourages minority-owned, women-owned, and disadvantaged business enterprise firms to submit proposals and encourages the successful firm to utilize such businesses as applicable.

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

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible Proposer 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



CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 20-16

**Job Order Contracting Vendor Services  
for the City of Aurora**

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## **CITY OF AURORA, ILLINOIS INSTRUCTIONS TO PROPOSERS**

### **01. REQUIREMENTS OF PROPOSER**

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Proposal Package; (b) execute a bond necessary for surety acceptable to the City of Aurora in the amount of one hundred percent (100%) of the full contract price and to be conditioned for the faithful fulfillment of the contract for the payment of all labor and materials used in the Work and to include the protection of the City from all liens and damages arising out of the Work; (c) carry insurance acceptable to the City covering public liability, property damage and workers compensation; and (d) pay workers in accordance with the Illinois Department of Labor's schedule of Prevailing Wage Rates for the county in which the work is performed.

### **02. ACCEPTANCE OF PROPOSALS**

- a. Proposer must submit an original Proposal response, marked as "original" and one (1) PDF copy on a flash drive, 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.
- b. Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of Proposals. Proposals 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 Proposal. The Proposal shall include the legal name of the Proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Proposer to a contract. Name of person signing should be typed or printed below the signature.

**Envelopes containing Proposals must be sealed and addressed to the City of Aurora City Clerk. The name and address of the Proposer 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 Proposals or portion thereof, or accept an alternate Proposal. The City reserves the right to waive any immaterial defect in any Proposal, or technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best Proposals for ninety (90) days from the opening date. Proposer agrees to



accept a notice of award, if selected, based on the terms of this 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 Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.

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

The contract will be awarded to the lowest responsive responsible Proposer. In determining the responsibility of any Proposer, the City may take into account other factors such as past records of its or other entities transactions with the Proposer, 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 Proposer 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 Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

### **03. RECEIPT OF PROPOSALS**

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Proposals may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Proposals. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that their Proposal is received in the proper time.
- b. Any Proposal received by the Office of the City Clerk after 11:00 AM Central Time. on Friday, June 5, 2020 shall be rejected.

### **04. WITHDRAWAL OF PROPOSALS**

Proposers are cautioned to verify their Proposals before submission. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal or modification of the Proposal after it has been opened. Proposers may not withdraw their



Proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a Proposal must be in writing and properly signed. Proposers may, however, without prejudice, modify or withdraw its Proposal by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which Proposal proposals were to be submitted. Following withdrawal or modification of its Proposal, Proposer may submit a new Proposal, provided it is received by the City Clerk prior to the proposal due date. No proposal will be opened which is received after the time and date scheduled for the Proposals to be received.

## **05. PROPOSAL DEPOSIT**

Each Proposer shall deposit with their Proposal a Proposal guarantee consisting of a bank draft, Proposal bond, cashier's check, or certified check drawn on a good and solvent National or State Bank and payable to the order of the City, in an amount of \$25,000, as a guaranty that in case the Proposer's Proposal is accepted, the Proposer shall within one day after the date of such acceptance and notification thereof, deliver to the City a contract signed and executed by the Proposer, proper insurance certificates and a Performance and Payment Bond in the amount of \$1,000,000 furnished by a responsible bonding company acceptable to and written upon forms prepared or approved by the City as security for payment of labor and materials and for the faithful performance of the contract and compliance with the provisions of law relating to the payment of prevailing rate of wages. All Proposal deposits will be retained by the City until a Proposal award is made, at which time the Proposal deposit will be promptly returned to the unsuccessful Proposers. The Proposal deposit of the successful Proposer will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the Proposer shall not be considered complete, until final inspection and acceptance by the City of the Proposer's Work. Final inspection shall occur within 30 days after the actual completion of the Work. Execution of the contract is contingent upon receipt of an acceptable Performance and Payment Bond and any required certificates of insurance. Upon failure to meet the requirements of this paragraph, the Proposer shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Proposer shall excuse the Proposer or entitle him to a return of the aforementioned amount.

## **06. BOND AND INSURANCE**

The Proposer will be required to furnish a Performance and Payment Bond in the amount of \$1,000,000, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

The Proposer awarded the project will need to provide performance and payment bonds for one year with a letter attached from the bond company certifying that the bond may be automatically renewed for the second year.

The term Payment Bond shall be understood to mean the bond executed by the Proposer and their surety guaranteeing the payment of all sums of money due for any labor,





materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

The term Performance Bond shall be understood to mean the bond, executed by the contractor and their surety, guaranteeing complete execution of the contract.

Proof of liability insurance coverage through a reputable, recognized carrier shall be provided at the time of acceptance and signing of the contract and shall remain current for the duration of the contract.

The City of Aurora, by showing and substantiating sufficient proof of incompetence, negligence, poor or substandard workmanship which would cause unwarranted damage or deterioration of either premises, contents or appendages, reserves the right to terminate said Contractor without recourse from the City by successful Contractor.

## **07. CITY'S AGENT**

The Director of Purchasing, or his/her delegate, shall represent and act for the City in all matters pertaining to the proposal and contract in conjunction thereto.

## **08. INVESTIGATION**

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer 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 Proposer.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal 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 Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the contract, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed themselves, because of their failure to have so informed himself prior to the submission. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Proposal Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Proposal for all contingencies. Before any award is made of the contract to the Proposer, the Proposer may be required to, upon request of the City, furnish information concerning their performance record in their capacity to complete the Work in an efficient and timely manner.



## **09. PROPOSER CAPABILITY**

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

- Evidence of collusion among Proposers.
- Receipt of more than one Proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- Unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Violation of any of City of Aurora's ordinances
- Be engaged in current litigation with the City of Aurora
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- **Any proposer who owes the city money may be disqualified at the City's discretion.**

## **10. AWARD OF PROPOSAL**

It is the intent of the City to award a contract to the most responsive responsible Proposer meeting specifications. The City reserves the right to determine the lowest responsive responsible Proposer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the City. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the Proposal specifications; (b) price; (c) qualifications of the Proposer, 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.

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



## **11. 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 contract period.

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 Proposal, or their authorized representative must initial any alteration in ink.)

## **12. 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.

## **13. 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.*) upon receipt of the invoice.

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 Proposer shall submit invoices via e-mail to:

**[PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org)**

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!***

#### **14. 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 upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

#### **15. DEFAULT**

Time is of the essence of this contract 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 contract by notice effective when received by Proposer, 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 Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

#### **16. INTERPRETATION OR CORRECTION OF DOCUMENTS**

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

#### **17. 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 Proposer's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Proposer promptly after rejection.

#### **18. WARRANTY**

Proposer 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, Proposer 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 Proposer or require correction or replacement of the item at the time the defect is discovered, all at the Proposer's risk and expense. Acceptance shall not relieve the Proposer of its responsibility.

Contractor and/or Proposer (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the City, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Proposer (as case may be) agrees that these warranties shall run to the City of Aurora, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

## **19. CANCELLATION**

The City reserves the right to cancel the whole or any part of the contract if the Proposer fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Proposer 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.

## **20. SIGNATURES**

Proposals must be signed by the Proposer with his/her usual signature. 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. 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 Proposal, its agent must present legal evidence that he has lawful authority to sign said 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 Proposer, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Proposals 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. 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 Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.



## **21. SPECIAL CONDITIONS**

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

## **22. PERMITS AND LICENSES**

The successful Proposer shall obtain all permits and licenses which may be required to complete the contract. Permit fees will be waived for City services.

## **23. REGULATORY COMPLIANCE**

Proposer 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. Proposer shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

## **24. ROYALTIES AND PATENTS**

Proposer shall pay all royalties and license fees. Proposer 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 Proposal. 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.

## **26. ELIGIBILITY**



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

## **27. COMPLIANCE WITH LAWS AND REGULATIONS**

The Proposer 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 themselves or their employees.

## **28. PATENTED DEVICES, MATERIALS, AND PROCESSES**

It is mutually understood and agreed that without exception contract prices are to include all royalties and costs arising in the Work. It is the intent that whenever the Proposer is required or desires to use any design, device, material, or process covered by letters or patent or copyright, the right of such use shall be provided for by suitable legal agreement with the patent owner. The Proposer in all cases shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patent design, device, materials, or process, to be performed or used under the contract, and shall indemnify and save harmless the said City for any costs, expenses, attorney's fees, and damages which it may be obligated to pay, by reason of any such infringement at any time during the prosecution or after the completion of the Work.

## **29. PROTECTION AND RESTORATION OF PROPERTY**

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Proposer except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such





pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other Work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to the Proposer for the cost and expenses thereof which bills shall be paid by the Proposer without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Proposer for the payment thereof.

### **30. INSURANCE AND HOLD HARMLESS PROVISION**

At the Proposer's expense, the Proposer shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Proposer's operations. The Proposer shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, 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".

If requested, the awardee of this proposal 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 Proposer 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 Proposer agrees to indemnify and save harmless the City of Aurora, its elected officials, 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 Proposer or their Subcontractors. The Proposer 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.

### **31. LOCAL PREFERENCE ORDINANCE**

O18-070, amended by 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 Proposal of interest.

Based on the City’s Local Preference Ordinance, the Contractor may give preference to a qualified and responsive local business in the solicitation of bids for supplies, materials and equipment or a contract for any work or public improvement as follows:

If the lowest responsive responsible bid is received from a local business, it shall be included into the project. If the lowest responsive responsible bid is received from a nonlocal business, any responsive responsible bid received from a local business that is within the following percentage of the lowest responsive responsible bid may be given a preference as follows:



| <b>Bid/Contract Amount</b>   | <b>Preference % or Amount</b>                             |
|------------------------------|---|
| \$0-\$24,999.00              | 0%; contract is not subject to formal competitive bidding |
| \$25,000.00 - \$1,999,000.00 | 5%; to be calculated from the amount of the lowest bid    |
| \$2,000,000.00               | 0%, not to exceed \$100,000.00                            |

If the lowest responsive responsible bid is submitted by a nonlocal business, and if a qualified local business has submitted a bid which is within the applicable percentage (as hereinafter set forth) of the lowest responsive responsible bid, the qualified local business shall be given written notice by the Contractor to that effect. At that time, the qualified local business shall be given the opportunity to match the bid price submitted by the nonlocal business in order for its bid to be included in the project costs. If the local business elects not to price match the lowest bid, it shall not be awarded the contract and the lowest responsive responsible bid shall be included in the project for consideration regardless of the preference.

### **32. MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION**

The City of Aurora encourages minority and women-owned business firms to submit proposals. In addition, the City encourages the successful contract Proposer to utilize minority and women-owned businesses as sub-contractors for supplies, equipment, services and construction.

### **33. WORKERS COMPENSATION ACT**

The Proposer further agrees to insure their 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 Proposer 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 Proposer hereby further agrees to indemnify, keep and save harmless said City, and its elected officials, employees, and agents 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 their employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the contract, and any and all liability resulting thereupon; and said Proposer, 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, and its elected officials, employees and agents 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 Proposer 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.

#### **34. RESPONSIBLE PROPOSER**

Section 2-331(5) of the Aurora City Code requires that Proposers for city contracts in excess of \$25,000 must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training to be considered a responsible Proposer. A Proposer must affirm such participation in the Proposer's Certification submitted with any Proposal. Furthermore, **the Proposer must submit a copy of each applicable program registration certificate with their Proposal.**

#### **35. SUBLETTING OR ASSIGNMENT OF WORK**

If the Proposer sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, they shall not, under any circumstances, be relieved of their liabilities and obligations. All transactions of the City shall be with the Proposer; 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 their 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 Proposer 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 Proposer 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.

#### **36. PROSECUTION OF WORK**

The Proposer shall begin the Work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, 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 contract. The Proposer shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Proposers Certification, and for all wage rate and hour regulations and applications.



### **37. GUARANTEE AND MAINTENANCE OF WORK**

The Proposer shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Proposer shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

### **38. CONTRACT**

The successful Proposer will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within ten (10) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the Proposer to execute the contract within ten (10) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Proposal.

### **39. INSURANCE CERTIFICATES**

At, or prior to, delivery of the signed contract, the successful Proposer shall deliver to the City the policies of insurance or insurance certificates as required by the contract Documents. All policies or certificates of insurance shall be approved by the City before the successful Proposer may proceed with the Work. Execution of the contract by the City is contingent upon receipt of the insurance policies or certificates. Failure to provide the evidence of insurance in the time provided for will result in disqualification and the Proposal will be awarded to the next lowest Proposer or in the creation of a new Proposal.

### **40. PERSONNEL AND EQUIPMENT**

The Proposer shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Proposer shall provide identification of its personnel if requested by the City.

Any Proposer's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety.

All on the road vehicles or equipment shall be identified by the Proposer's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the



contract shall be provided by the Proposer, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Proposal.

**41. TIME**

Proposer shall schedule its Work and that of its subcontractors to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agents, employees, contractors and subcontractors. Proposer 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, contractor or subcontractors. Proposer's sole remedy for delay shall be an extension in the contract time.

**42. QUESTIONS**

Inquiries and/or questions pertaining to the provisions and specifications of this Proposal package shall be directed to the Director of Purchasing, in writing at [Purchasingdl@aurora-il.org](mailto:Purchasingdl@aurora-il.org). Questions will be accepted until 8:00 AM, Thursday, May 28, 2020. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 5:00 PM, Friday, May 29, 2020. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after Thursday, May 28, 2020, 8:00 AM cut-off date/time.**

**It is the responsibility of the interested Proposer to assure they have received addendum, if any issued, and acknowledge such receipt where indicated.**



CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL #20-16  
**Job Order Contracting Vendor Services**  
**for the City of Aurora**

**APPENDIX A - PROPOSAL SPECIFICATIONS**

**Section 1. Project Introduction and Purpose**

Proposers are required to read and understand all information contained within the entire Request for Proposal package. By responding to this RFP, the Proposer agrees to have read and understood these documents. The City will award one contract to a single qualified, responsible bidder to provide Job Order Contracting (JOC) Services to the City of Aurora.

**Corporate Profile:** The City of Aurora dates back to April of 1834 when Joseph McCarty settled on the island, which is now the site of downtown Aurora. The Fox River location was an ideal place for a new community and it was not long before it became a permanent settlement. In 1837, when a Post Office was established, the village became Aurora, goddess of the dawn. Later, when the city was the first in the United States to use electric lights for lighting the entire city, it achieved the nickname of “City of Lights”.

The modest camp of 1834 has grown into a teeming city. With a population of approximately 200,456, the city has steadily grown throughout the years to become the second largest city in the state.

The city is accessible through five interchanges on the East/West Tollway Corridor. Corporate offices and commercial growth on the city’s east and west sides continue to expand the city’s boundaries, now stretching from Route 59 on the east to portions beyond Orchard Road on the west. The city extends into four counties, Kane, DuPage, Kendall, and Will.

**Purpose:** The City of Aurora seeks a single vendor to provide JOC Services to the City Aurora, Illinois. The project will include establishment and operations of the JOC Program to support Aurora and other public entities the City authorizes to participate. The awarded vendor must establish project request, approval, execution, reporting and controlling processes to ensure the JOC Program provides the City with the high quality, cost-effective bids/contracts to execute projects. Aurora expects to achieve the following benefits from the JOC Program:

1. Work is initiated and completed more quickly
2. Costs are reduced through efficiencies and high quality
3. Emergency situations requiring work will be addressed more quickly and effectively
4. Community benefit from improved timelines and cost savings
5. Increased revenues from participation by other entities

The JOC Program will include the provision of goods and services related to infrastructure and facilities projects. Aurora does not intend to include projects for the Illinois Department of Transportation.



**Contract Period:** The City of Aurora desires to enter into an agreement with a contractor for job order contracting. The contract will be for two (2) years, with optional three (3) one-year extensions based upon mutual agreement between the contractor and the City of Aurora.

## **Section 2. Minimum Qualifications**

The following are minimum requirements that the vendor must meet in order to be eligible to submit a 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**

Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals 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 proposal. The Proposal shall include the legal name of the Proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Proposer to a contract. Name of person signing should be typed or printed below the signature.

The contract shall include the issuance 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 Cause:**

This RFP 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 contract 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 contract 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 contract is terminated due to the City's substantial failure to perform, the Proposer 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 Proposer'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 Proposer 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 Proposer 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**

Proposer must submit an original bid response, marked as "original" and one (1) PDF copy on a flash drive, and shall have provided all requested information, and submitted all appropriate forms, requested appendices, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

Sealed Proposals must be received by 11:00 am, Friday, June 5, 2020 at:

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

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

**PROPOSALS MAY NOT BE SUBMITTED ELECTRONICALLY.**

### **Section 3. Scope of Work**

The City of Aurora Job Order Contract Vendor Services is an indefinite quantity contract pursuant to which the selected Vendor will establish the Job Order Contract (JOC) program and perform ongoing series of individual Projects at different locations within the city. The initial term of the contract is July 2020 through December 31, 2021 with the option of three (3) 1-year terms upon mutual consent between the City of Aurora, IL and the Contractor.

By creation of the JOC Program, the City of Aurora expects a collaborative process of project procurement that combines the commitment, expertise and skills of the City and the Contractor to achieve the completion of projects in the best interest of the public. The scope of work involves but is not limited to, serving as a Partner with the City of Aurora to provide management, labor, materials and supplies to complete projects requested by the City and other Public entities.





The following section of the Scope of Work provide the 2020-2021 planned JOC eligible projects, the JOC Program project request and execution process, the external entity management process and detailed requirements for the JOC Program.

### City of Aurora Planned Project List

The City has reviewed all active and planned projects for the calendar years 2020-2021. The City will not utilize the JOC program for project valued less than \$5,000. There will not be an upper limit to the size of a project that may be awarded to the JOC vendor. The projects in the following table are eligible to utilize the JOC Program once a Vendor is selected.

| Project   | Estimated Costs       |
|---|-----------------------|
| Pinney Deck   | \$400,000.00          |
| Parapet Repairs at 13 S Broadway                                    | \$25,000.00           |
| Kennel Renovations a- Animal Control                                | \$282,500.00          |
| Front Services Security/Safety                                      | \$550,000.00          |
| Accounting Security/Safety  | \$27,500.00           |
| Phillips Park Waterfall   | \$130,000.00          |
| Tuckpointing River Wall   | \$80,000.00           |
| Public Bathroom Replacement - Animal Control                        | \$30,000.00           |
| Floor Replacement - Animal Control                                  | \$80,000.00           |
| Window Replacement Station #5                                       | \$30,000.00           |
| Remodel Bathroom Central Station                                    | \$160,000.00          |
| Evidence Storage Expansion at APD                                   | \$34,000.00           |
| Reconfigure E911 Center   | \$40,000.00           |
| Paint Upper Steel Bams on Training & Support Building               | \$16,300.00           |
| Epoxy Coat Sally Port   | \$27,000.00           |
| City Hall Security Measures   | \$160,000.00          |
| ADA Compliance for City Hall  | \$30,000.00           |
| Tuckpointing/Paint City hall and various other city owned buildings | \$261,000.00          |
| Replace Cooling Water Towers at APD                                 | \$50,000.00           |
| Replace Roof at 19-21 S. Broadway                                   | \$83,500.00           |
| New York Street Stairs  | \$130,000.00          |
| Riverwalk Railings  | \$100,000.00          |
| Ac Units for Visitors Center  | \$30,000.00           |
| Repair of Fire Pits and Seating Areas at Phillips Park              | \$65,000.00           |
| Elk Shelter Redo and Concrete Floors                                | \$10,000.00           |
| Indoor Golf Learning Center & Clubhouse Addition                    | \$165,900.00          |
| <b>Total Eligible JOC Projects</b>                                  | <b>\$2,997,700.00</b> |

\*\*The City is not under any obligation to award these projects. This list is intended to provide vendors with an idea of possible scope.



## **Cooperative Purchasing**

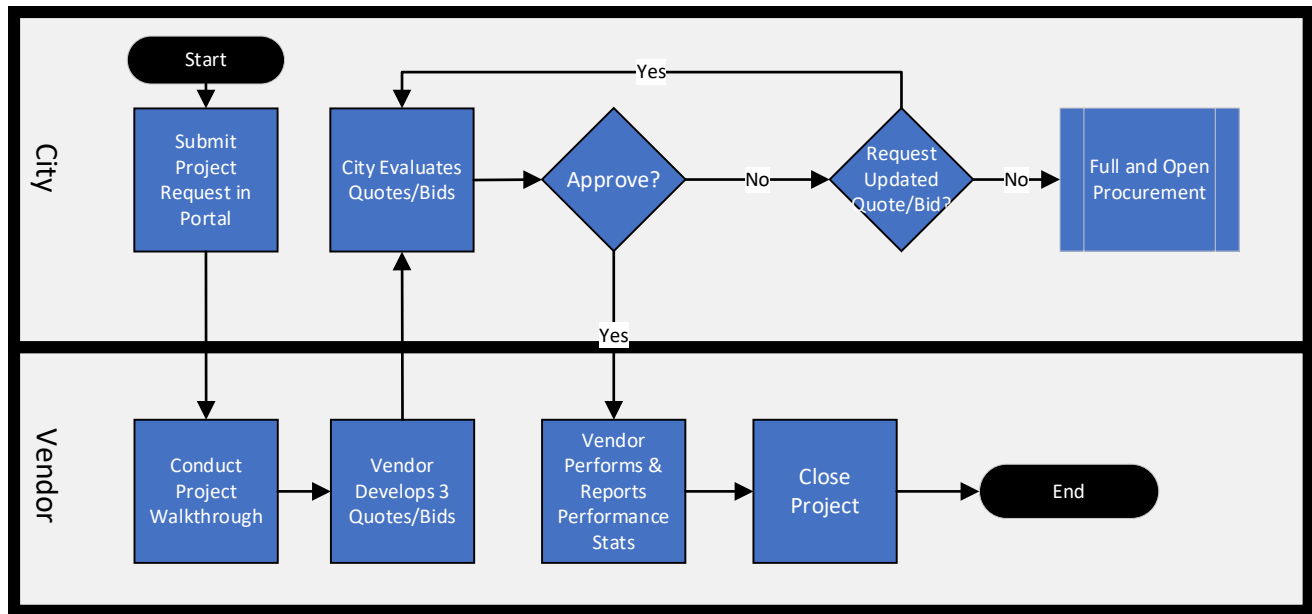
The City of Aurora seeks a single vendor to provide JOC Services to the City Aurora, Illinois. In addition, the City shall authorize other public entities to participate. The following criteria and the requirements in the following sections outline the expectations of the JOC Vendor.

1. The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other public entities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each public entity and the JOC Vendor. The bidder agrees that the City of Aurora shall not be responsible in any way for purchase orders or payments made by the other public entities. The JOC Vendor further agrees that all terms and conditions of the Contract resulting from this procurement shall continue in full force and effect as to the other public entities during extended terms. The credit or liability of each public entity shall remain separate and distinct. Disputes between the JOC Vendor and public entities shall be resolved between the immediate parties.
2. Any public entity may purchase construction services from the JOC Vendor utilizing the Contract resulting from this procurement. For all work procured, the Contractor shall pay a licensing fee as a percentage (%) of the total project cost for all external entity projects and submit it to the City when the JOC Vendor receives payment for services from the external entity. Fees not paid by the specified deadline shall bear an interest rate consistent with the Local Government Prompt Payment Act until paid.
3. The JOC Vendor acknowledges that the JOC Vendor will administer cooperative purchases through this Contract.
4. The City authorizes the JOC Vendor's use of Proprietary Information (as defined in the General Governmental Services Contracting System License specified in Article III.1 of the GGSC General Conditions) in the presentation and promotion of the availability and use of the Contract by the City and other public entities. The JOC Vendor shall authorize the City the use of the Contractor's name, trademarks, and JOC Vendor provided materials in the presentation and promotion of the availability and use of the Contract by the City and other public entities.
5. The City shall not be liable or responsible for any obligation, including, but not limited to, payments due under a purchase order, or similar purchasing document, issued by another public entity.
6. The City may request records from the JOC Vendor for all Cooperative Purchasing through this Contract and payment of all Fees. If discrepancies exist between cooperative purchasing activity and Fees paid, the City will provide written notification to the JOC Vendor of discrepancies and allow the Contractor thirty (30) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the City, the City reserves the right to engage a third party to conduct an independent audit of the JOC Vendor's records and JOC Vendor shall reimburse the appropriate party for the cost and expense related to such audits.
7. The Contractor is expected to promote Aurora's JOC Program and to avoid all conflicts of interest with the promotion of other JOC Programs to Aurora or any public entity eligible to purchase under the Aurora JOC Program. The promotion of other JOC Program to Aurora or any public entity eligible to purchase under this Contract may be grounds for termination of this Contract.



## JOC Program Project Request and Execution Process

The following diagram provides a summary overview of the JOC Program process that the City expects the Awarded Vendor to implement. The City will work closely with the JOC Vendor to define and implement the process and communications tools for the Program to be successful. Following the diagram is a table providing a brief description of each of the activities in the process.



**Activities Table**

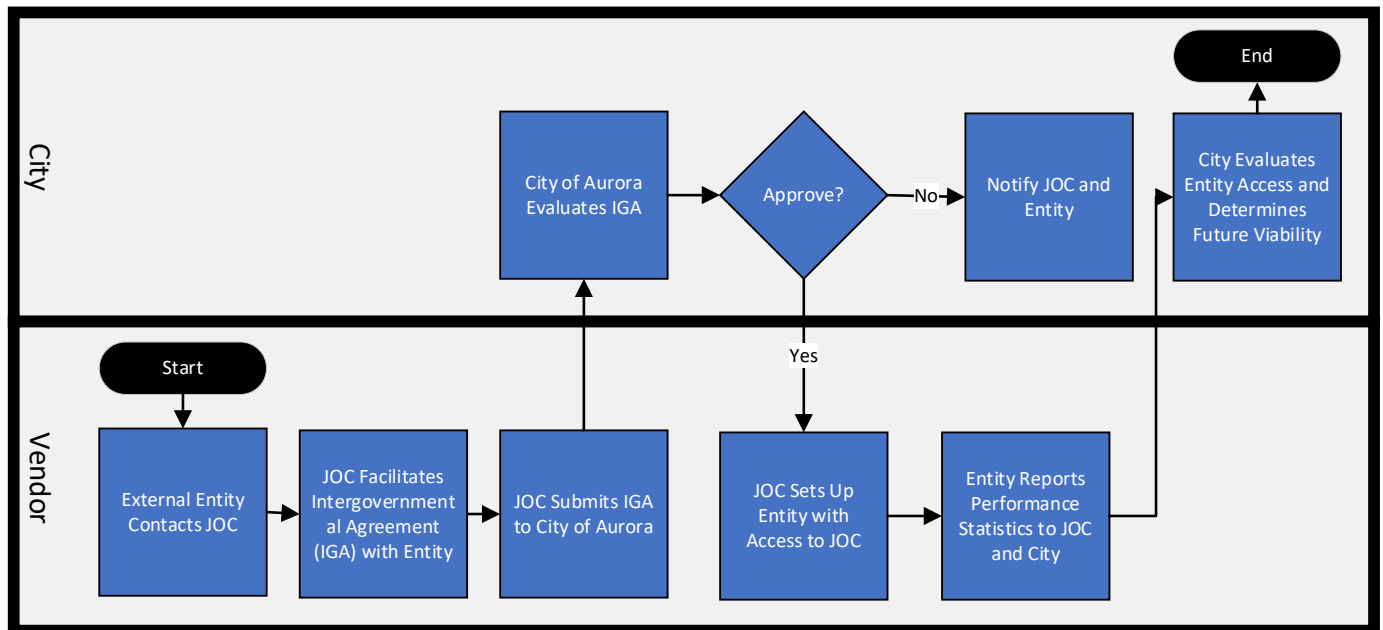
| Activities                              | Description  |
|---|--|
| <b>Submit Project Request in Portal</b> | The City submits requests to the JOC portal for a project.   |
| <b>Conduct Project Walkthrough</b>      | The City meets with the Vendor to discuss the project scope and details.   |
| <b>Vendor Develops 3 Quotes/Bids</b>    | Vendor estimates project costs based on walkthrough and submit quotes to the City. Per City regulations, a minimum of three quotes/bids per work order are required, including local vendors whenever possible.  |
| <b>City Evaluates Quotes/Bids</b>       | The City meets with its working group and other sources of knowledge (i.e. engineers) to determine project feasibility and costs.  |
| <b>Approve?</b>                         | <p>Within 5 business days, the City either approves or rejects initial Vendor submissions.</p> <p>If not approved, the City requests an updated bid/quote from the Vendor and/or can go to outside vendors for quotes for formal bids.</p> <p>The Vendor will be able to re-submit quote on the same project.</p> <p>If approved, the City will issue a purchase order including Vendor's information and the Vendor may begin the project planning process.</p> |



| Activities  | Description  |
|---|--|
|   | If above \$25,000 threshold, the work order is sent to the City Council for approval. If below \$25,000, a purchase order can be immediately placed. |
| <b>Vendor Performs &amp; Reports Performance Statistics</b> | Vendor carries out duties as described in Scope of Work, while also collecting project diagnostics throughout entirety of project timeline.          |
| <b>Close Project</b>  | Upon acceptance of the City project completion, the project closes.  |

### JOC Program Project External Entity Management Process

The following diagram provides a summary overview of the JOC Program process that the City expects the Awarded Vendor to implement to manage external entities. The City will work closely with the JOC Vendor to define and implement the process and communications tools to be successful. The City of Aurora projects must take priority over external entities for the awarded JOC Vendor. Following the diagram is a table providing a brief description of each of the activities in the process.



### Activities Table

| Activities   | Description  |
|--|--|
| <b>External Public Entity Contacts JOC</b>                           | External public entities contact the City of Aurora's Job Order Contract Vendor in search of project services.                       |
| <b>JOC Facilitates Intergovernmental Agreement (IGA) with Entity</b> | The JOC Vendor facilitates negotiations on Intergovernmental Agreement (IGA) with external entity in relation to the City of Aurora. |
| <b>JOC Submits IGA to City of Aurora</b>                             | The JOC submits the IGA to the City of Aurora on behalf of the external entity. Please see Appendix F – Intergovernmental Agreement  |



| Activities  | Description   |
|---|---|
| <b>City of Aurora Evaluates IGA</b>                                 | The City of Aurora reviews the proposed IGA contract submitted by the JOC and external entity.  |
| <b>Approve?</b>   | <p>The City Council either approves or rejects access to the external entity to the JOC.</p> <p>If approved, the external entity begins project construction work using the City of Aurora's JOC.</p> <p>If not approved, the City communicates its decision not granting access.</p> |
| <b>Entity Submits Performance Statistics to JOC and the City</b>    | The external entity will submit performance statistics to the JOC and the City of Aurora throughout the entirety of the project.  |
| <b>City Evaluates Entity Access and Determines Future Viability</b> | The City of Aurora evaluates performance statistics with external entity and determines the viability of future projects.   |

The selected JOC Vendor must provide Job Order Contracting services must at a minimum fulfill the following requirements:

### Program Implementation

1. Provide a dedicated Program Manager to serve as the City's primary point of contact and ensure contract requirements and performance standards are fulfilled. The Program Manager must be available to work nights and/or weekends to support high priority project requirements as needed. The City will not pay an overtime rate for night or weekend hours worked by the Program Manager
2. Provide the City with an implementation approach and schedule to implement the JOC program.
3. Develop and implement the JOC Program Portal to allow for the Job Order Contract to be used as joint purchase agreement between the City and other eligible external entities
4. Develop the supporting process documentation for the City and external entities to access and utilize the JOC Program
5. Develop and implement JOC Vendor and program metrics and processes to monitor program effectiveness
6. Create and maintain JOC Program Portal accounts for all authorized City and approved external public users
7. The JOC Vendor shall divide work order contracts as equitably as possible among qualified and available subcontractors including minority and women-owned firms
8. The JOC Vendor and all subcontractors must be registered with the Owner prior to execution of a contract.
9. The JOC Vendor is responsible for ensuring subcontractors are registered as a vendor with the City
10. The JOC Vendor must ensure all sub-contractors fulfill the insurance and performance bonds requirements of the City



## **Program Execution**

1. Maintain the JOC Program Portal to allow for work order submission 24 hours per day, 7 days per week except for planned maintenance periods
2. Process all project requests submitted via the JOC Program Portal within 24 hours of receipt on business days.
3. Conduct physical onsite assessment of project area, for project described in work order request, to identify and refine the project scope and materials details. The onsite assessment must be completed with three (3) business days of the initial request submitted to the JOC Program Portal.
4. Prepare and submit to the City no less than three quotes/bids per work order request for evaluation. The City will evaluate and respond to the JOC Vendor with five (5) business days of receipt of the quotes/bids with request for clarification or update, approval or a request for additional time.
5. The JOC Vendor per City Ordinance, must include local vendors whenever possible and report local vendor participation throughout the term of the contract.
6. If the City requests clarification or updates the JOC Vendor must update the quotes/bids as requested and resubmit for evaluation by the City.
7. The JOC Vendor must utilize industry pricing based on RS Means for construction activities, including using RS Mean's prevailing wage.
8. The JOC Vendor must provide updated industry pricing annually based on RS means for construction activities, including using RS Mean's prevailing wage.
9. Provide digital copies of the plans for the City of Aurora that are formatted to allow for updates and editing
10. The Contractor shall provide all management, work, materials, supplies, parts, system, transportation, plant, supervision, labor, and equipment, except when specified as furnished by the City, needed to perform the necessary improvements as required, including, but not limited to, interior and exterior building renovations and repairs, site work, electrical plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs, and improvements to buildings, dwellings, and facilities
11. Complete all projects in a timely and economic manner that seeks efficiencies during the project timeline while maintaining high quality of agreed-upon deliverables as established in quote/bid
12. Provide diagnostics detailing performance management and reporting, concerning work order request, in a standard report delivered to the City as defined during program implementation
13. Process requests from external public entities to participate in the Aurora JOC program
14. Facilitate external public entities completion of an Intergovernmental Agreement (IGA) with the City of Aurora ("City") to provide services through the Job Order Contract
15. Support the City in the evaluation of the IGA for external public entities
16. Create and maintain JOC Program Portal accounts for all approved external public users
17. The City of Aurora projects must take priority over external entities for the awarded JOC Vendor
18. Collect a licensing fee as a percentage (%) of the total project cost for all external entity projects



and submit it to the City when the JOC Vendor receives payment for services from the external entity

19. Support the City in the ongoing evaluation of external entity participation to determine ongoing viability of participation
20. Report participation and performance statistics of external entity's projects to the City

#### **Section 4. Proposal Content**

Proposals shall be organized using the following submission requirements. The City of Aurora reserves the right to request additional information during the RFP review period.

The following items must be included in your proposal:

1. **Cover Transmittal Letter** – On company letterhead, provide a narrative which introduces the firm and team, highlighting the strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm. Indicate if the Proposer is located within City of Aurora. **(Limit 2 pages)**
2. **Terms and Conditions** – List any terms and conditions within the proposed contract that would change the requirements of the Proposal. **(Limit 1 Page)**
3. **Capabilities – Please include responses to the following in this section: (Limit 5 pages)**

- a) Depth of experience and strengths in providing JOC Program services

Response must describe previous projects that the Respondent has managed that are related in size and scope of this project. Describe the dollar amount of the contract and a brief narrative of the successes encountered during the contract period. Address how the experience will help your team to perform under this contract and provide references for each project.

Please provide a list and brief description of your government-based projects, including scope, contract value, duration and number of subcontractors.

- b) Program and project management approach to ensure:

- i. Deadlines are met
- ii. Budgets are kept
- iii. Risk and issues are managed
- iv. Effective communication is maintained throughout the program and projects
- v. The pool of sub-contractors is managed to ensure equitable participation and high-quality services

Response must outline the methods for accomplishing the proposed contract and address adequacy of proposed Scope of Services. Describe what, when, where, how and in what sequence the work will be done. Please describe the program manager role as





you envision it for the Aurora JOC Program.

- c) Identify the amount and type of work to be performed by any subcontractors. Provide a comprehensive list of current subcontractors and vendors utilized to perform projects. Please indicate if they are local within the City of Aurora. The City understands the selected vendor may engage additional or other vendors to fulfill the requirements of this RFP.

Identify any distinct qualifications for undertaking the proposed contract such as unique approaches or concepts relevant to the required services which the firms may use.

- 4. **Resumes for Key Personnel** - Provide a brief description of all key personnel to be involved and their relationship to the services to be provided. At a minimum the Proposer's Program Manager must be included as Key Personnel. **(Limit each resume to 2 pages).**

- a) Project experience in administering JOC program in a municipal setting for a community with a population of above 100,000 preferred..
- b) Complete staff bios/resumes should be provided as part of an attachment to the proposal.
- c) Are any of these personnel contract or outsourced employees? If so, please identify.

- 5. **Timing – (Limit 2 pages)**

As a part of their response Respondents must provide a detailed schedule for establishing the JOC Program including:

- a) Project Kick-off
- b) Creation and implementation of a manual Project Request Process to initiate projects immediately upon award
  - i. City of Aurora requests
- c) Creation and implementation of an online portal for the Project Request Process to initiate projects for the duration of the contract
  - i. City of Aurora requests
  - ii. External entities requests
- d) Development and implementation of JOC Program reporting including:
  - i. JOC vendor performance
  - ii. External entity participation
  - iii. JOC program usage
  - iv. Additional information as agreed upon by the City and the JOC Vendor

- 6. **Resource Requirements** – The selected vendor must work effectively with the City of Aurora. Please provide a schedule including the effort, timing and resources you will require of various City personnel to implement and support the JOC Program.

- 7. **Municipal/Government Agency References (minimum of three)** – Please provide at least three references from clients between 100,000 and 500,000 population for whom you provided similar JOC services within the last 5 years. References should include entity name, contact name, e-mail and phone number.

The City of Aurora reserves the right to investigate referenced projects, contact references and research other projects the respondent has delivered.





8. **General** - Is there anything else you would like to include about your firm or capabilities that the City should consider in its evaluation process?
9. **Fees/Cost for Services Proposal Form** – Submit fees on the form provided in Appendix G Price Proposal in a **separate sealed envelope** to be included in the overall RFP Submission with the Respondent's name and address clearly indicated on the envelope along with the project description as indicated below:

Proposer's Name

Pricing – 20-16 RFP Job Order Contracting Vendor Services for the City of Aurora, Illinois

The Fees/Cost for Services will not be used to automatically disqualify any Respondent from consideration, rather it will be a consideration in the final selection and negotiation of the contract with the top ranked Respondent.

The JOC Vendor will be compensated by a Management Fee of a fixed percentage (%) applied to all projects executed through the JOC Program. Respondents are to propose this Management Fee based on their estimated costs to staff and operate the JOC Program for the City of Aurora and the estimated volume and value of projects provided in the 2020 Planned Project List. The City of Aurora currently estimates the volume of work to be performed under the JOC program will range between \$2 million and \$3 million annually.

The Management Fee is independent of and in addition to any fees for project work the JOC vendor may perform in response to project requests. The fee will be applied to all projects conducted under the JOC program, including external public entities.

- a) All costs are inclusive of any travel expenses
- b) Provide the percentage Management Fee on the Price Proposal form provided
- c) Provide any contract that would need to be executed if awarded

The Vendor's proposed Management Fee will be included in the contract. The initial term of the contract is July 2020 through December 31, 2021 with the option of three (3) 1-year terms upon mutual consent between the City of Aurora, IL and the Contractor. The city is not obligated to exercise any of the option years.

## **Section 5. Selection of Firm**

The Vendor selection shall be based on the evaluation of the firm's proposal by a selection committee. The following items will be taken into consideration.

- a) Vendor experience in assisting organizations similar to City of Aurora with project similar in size and scope to Aurora's 2020 Planned Project List provided in the Introduction to the Scope of Work.
- b) Vendor experience establishing and operating JOC programs for other entities
- c) Quality and depth of references
- d) Program Manager qualifications and experience



- e) Vendor use of local subcontractors
- f) JOC Program Vendor Management Fee

The JOC Program Vendor Fee will be a contributing, not deciding factor in the rankings. Cost savings to the City will also be a contributing factor. The City will enter into negotiations based on their submitted Price Proposal with the highest ranked Proposer to finalize a contract for the project. If a contract cannot be successfully negotiated with the highest ranked Proposer, then negotiations will be terminated with that Proposer and the City will enter negotiations with the next highest ranked Proposer until an agreement is reached or an impasse is declared.

Any submitted qualification and subsequent proposal shall remain valid for 90 days after the proposal due date or until the City executes a contract, whichever is sooner. The City may, in the event the selected proposing firm fails to perform, and/or the contract is terminated within forty-five (45) days of its initiation, request the proposing firm submitting the next acceptable proposal to honor its proposal.

#### **Section 6. Proposed Project Schedule**

Responses will be accepted until 2:00 PM on Wednesday, April 15, 2020 Central Time at the City of Aurora City Clerk Office located at City Hall, 44 E Downer Place, Aurora, IL 60507. Responses cannot be accepted at any other location, or after the published due date and time.

The City of Aurora expects the following anticipated schedule (subject to change):

| Milestone                    | Timeframe                       |
|------------------------------|---------------------------------|
| RFP Issuance                 | Tuesday May 19, 2020            |
| Zoom Pre-Proposal Conference | 1:00 PM, May 27, 2020           |
| Questions Due                | 8:00 AM, Thursday, May 28, 2020 |
| Final Addenda Issuance       | 5:00 PM, Friday, May 29, 2020   |
| Vendor Response Due          | 11:00 AM, Friday, June 5, 2020  |
| Vendor Selection             | June 2020                       |
| City Approval                | July 2020                       |
| Implementation               | TBD                             |

**All Times are Central Time.**

#### **Pre-Proposal Conference**

The City will conduct a Pre-Proposal Conference via Zoom at 1 :00 PM Central Time Wednesday May 27, 2020 at :

Zoom meeting details will be posted to the city's web site 48 hours in advance at <https://www.aurora-il.org/bids.aspx>



### **Questions and Addenda**

Inquiries and/or questions pertaining to the provisions and specifications of this Proposal package shall be directed to the Director of Purchasing, in writing at [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org). Questions will be accepted until 8:00 AM Central Time, Thursday, May 28, 2020. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 5:00 PM Central Time, Friday, May 29, 2020. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the May 28, 2020, 8:00 AM cut-off date/time.**

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



CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 20-16  
**Job Order Contracting Vendor Services  
for the City of Aurora**

**APPENDIX B - CONTACT INFORMATION**

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

Customer Service/General Information: \_\_\_\_\_

To place an order:

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

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Billing & Invoicing question:

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

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Questions:

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

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_



CITY OF AURORA, ILLINOIS  
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for the City of Aurora**

**APPENDIX C - PROPOSER'S CERTIFICATION**

I/We hereby certify that:

- A. A complete set of bid 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 other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. 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.
- F. 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.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.
- ☐ Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. 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 (\_\_\_\_) \_\_\_\_\_

Subscribed and Sworn to

Before me this \_\_\_\_ day

of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public



CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 20-16  
**Job Order Contracting Vendor Services**  
**for the City of Aurora**

**APPENDIX D - PROPOSER'S TAX CERTIFICATION**

(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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_  
(Signature of Proposer's Executing Officer)

\_\_\_\_\_  
(Print name of Proposer's Executing Officer)

\_\_\_\_\_  
(Title)

ATTEST/WITNESS:

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

(SEAL)



CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 20-16  
**Job Order Contracting Vendor Services  
for the City of Aurora**

**APPENDIX E - APPRENTICESHIP OF TRAINING PROGRAM CERTIFICATION**

**Return with Bid**

*All contractors are required to complete the following certification:*

- ☐ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

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The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible Proposer. In addition to all other responsibility factors, this contract or deliver and install proposal requires all Proposers and all Proposers' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all Proposers are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned Proposer certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the Proposer will perform with its own employees.
- II. The undersigned Proposer further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned Proposer, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Proposer is a participant and that will be performed with the Proposer's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

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IV. Except for any work identified above, any Proposer or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The Proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

The Proposer must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Proposer may use the certificate to meet the above listed requirements for this specific project.

Proposer \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_

Title \_\_\_\_\_





CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 20-16

**Job Order Contracting Vendor Services  
for the City of Aurora**

**APPENDIX F - PROPOSAL FORM**

**Proposal Due Date & Time: 2:00 PM. Central Time, Wednesday, April 15, 2020**

To: **City of Aurora  
City Clerk  
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 RFP 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 Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Proposal.
  - A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Request for Proposal, Proposal Specifications and Statement of Work.
  - B. For purposes of this offer, the terms Offeror, Proposer, Respondent, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All proposal documents have been examined: Proposal Specifications, Statement of Work, and the following addenda:

No.\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_\_, (Vendor to acknowledge addenda here.)

**Vendor Compensation:**

The undersigned agrees to provide Job Order Contracting Services as described in the RFP and all associated Appendices and Addenda, including cost of insurance for the Base Contract, for the Management Fee submitted in the vendor's Price Proposal (Appendix G):

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(In Writing)

Total in Figures \$\_\_\_\_\_

CITY OF AURORA, ILLINOIS



REQUEST FOR PROPOSAL 20-16  
**Job Order Contracting Vendor Services**  
**for the City of Aurora**

The contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this RFP for the amounts specified on this Proposal Form, inclusive of overhead, profit and any other costs.

All 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 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 Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible proposer 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, ILLINOIS  
REQUEST FOR PROPOSAL 20-16  
**Job Order Contracting Vendor Services  
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“AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.”

(If an Individual)

Signature of Proposer \_\_\_\_\_ (SEAL)

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

(If a Co-partnership)

Firm name \_\_\_\_\_ (SEAL)

Signed by \_\_\_\_\_ (SEAL)

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

Insert Names  
and Addresses  
of all Members  
of the Firm \_\_\_\_\_  
\_\_\_\_\_

(If a Corporation)

Corporate Name \_\_\_\_\_

Signed by \_\_\_\_\_, President

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

Insert (President) \_\_\_\_\_

CORPORATE Names  
Names of (Secretary) \_\_\_\_\_ of

(Secretary) \_\_\_\_\_

Officers (Treasurer) \_\_\_\_\_

ATTEST: \_\_\_\_\_



Secretary

(Note: Proposers should not add any conditions or qualifying statements to this RFP for the proposal may be declared irregular as being not responsive to the Request for Proposals.)



CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 20-16  
**Job Order Contracting Vendor Services  
for the City of Aurora**

**APPENDIX G - PRICE PROPOSAL**

The City of Aurora desires to enter into an agreement with a contractor for job order contracting services. The initial contract period will be two (2) years, with three (3) one-year extensions options, based upon mutual agreement between the contractor and the City of Aurora. The Contractor shall perform all Work required, necessary, proper for, or incidental to, completing the Work called for in each individual Work Order Request issued under this Job Order Contract. The City requires a minimum of three bids/quotes from the Contractor on each individual work order request and must provide a purchase order for the vendor to begin work. All bids/quotes must be based upon the RS Means and Technical Specifications incorporated herein..

The Vendor will be compensated by a Management Fee of a fixed percentage (%) applied to all projects executed through the JOC Program. Respondents are to propose this Management Fee based on their estimated costs to staff and operate the JOC Program for the City of Aurora and the estimated volume and value of projects provided in the 2020 Planned Project List. The City of Aurora currently estimates the volume of work to be performed under the JOC program will range between \$2 million and \$3 million annually

The Management Fee is independent of and in addition to any fees for project work the JOC vendor may perform in response to project requests. The fee will be applied to all projects conducted under the JOC program, including those with external public entities.

The vendor must provide their proposed fixed percentage (%) Management fee below for the Initial Contract period and each Optional Period. These factors shall be valid and create the power of acceptance in the City of Aurora until 180 days from contract award or until acceptance by the City. Authorized signature is required at the bottom of this page.

1. **Initial Contract Period:** Two (2) years from contract execution. The following percentage (%) Management Fee will be applied to all approved Work Order Requests against his Contract for the Initial Contract Period.

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | . |  |  |  |  |
|--|---|--|--|--|--|

(Specify to four (4) decimal places)

2. **Option Period #1:** Year three (3) of the contract, if mutually agreed upon between the contractor and the City of Aurora. The following percentage (%) Management Fee will be applied to all approved Work Order Requests against his Contract for the Initial Contract Period.

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | . |  |  |  |  |
|--|---|--|--|--|--|

(Specify to four (4) decimal places)



3. **Option Period #2:** Year four (4) of the contract, if mutually agreed upon between the contractor and the City of Aurora. The following percentage (%) Management Fee will be applied to all approved Work Order Requests against his Contract for the Initial Contract Period.

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | . |  |  |  |  |
|--|---|--|--|--|--|

(Specify to four (4) decimal places)

4. **Option Period #3:** Year five (5) of the contract, if mutually agreed upon between the contractor and the City of Aurora. The following percentage (%) Management Fee will be applied to all approved Work Order Requests against his Contract for the Initial Contract Period.

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | . |  |  |  |  |
|--|---|--|--|--|--|

(Specify to four (4) decimal places)

**CONTACT:**

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
SIGNATURE AUTHORIZED REPRESENTATIVE / DATE

\_\_\_\_\_  
PRINT NAME / TITLE

**FOR CLARIFICATION OF THIS PROPOSAL:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS



CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 20-16  
**Job Order Contracting Vendor Services  
for the City of Aurora**

**APPENDIX H - SAMPLE CONTRACT**

**CITY OF AURORA AGREEMENT FOR  
JOB ORDER CONTRACTING PROGRAM**

**THIS AGREEMENT**, entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), for the Job Order Contracting Program (“Services”) is entered into between the **CITY OF AURORA** (“City”), an Illinois home-rule municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and (“Proposer”), located at \_\_\_\_\_.

**WHEREAS**, the City issued a Request for Proposal (“RFP”) on \_\_\_\_\_ for a Job Order Contracting Program; and

**WHEREAS**, the Proposer submitted a 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 \_\_\_\_\_, the City awarded a contract to Proposer.

**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.

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 RFP, attached hereto as Exhibit 1.

**3. Term.** The initial term of the contract is July 2020 through December 31, 2021 with the option of three (3) 1-year terms upon mutual consent between the City of Aurora, IL and the Contractor.





#### 4. **Compensation.**

a. **Maximum Price.** In accordance with the Proposer's negotiated cost, the maximum price for providing the Services shall be \$\_\_\_\_\_.

b. **Schedule of Payment.** The City shall pay the Proposer for the Services in accordance with the amounts set forth in Section 7.2. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) 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.

#### 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) appropriate 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. **Local Preference Ordinance**

Based on the City's Local Preference Ordinance, the Contractor may give preference to a qualified and responsive local business in the solicitation of bids for supplies, materials and equipment or a contract for any work or public improvement as follows:

If the lowest responsive responsible bid is received from a local business, it shall be included into the project. If the lowest responsive responsible bid is received from a nonlocal business, any responsive responsible bid received from a local business that is within the following percentage of the lowest responsive responsible bid may be given a preference as follows:

| <b>Bid/Contract Amount</b>   | <b>Preference % or Amount</b>                             |
|------------------------------|---|
| \$0-\$24,999.00              | 0%; contract is not subject to formal competitive bidding |
| \$25,000.00 - \$1,999,000.00 | 5%; to be calculated from the amount of the lowest bid    |
| \$2,000,000.00               | 0%, not to exceed \$100,000.00                            |



If the lowest responsive responsible bid is submitted by a nonlocal business, and if a qualified local business has submitted a bid which is within the applicable percentage (as hereinafter set forth) of the lowest responsive responsible bid, the qualified local business shall be given written notice by the Contractor to that effect. At that time, the qualified local business shall be given the opportunity to match the bid price submitted by the nonlocal business in order for its bid to be included in the project costs. If the local business elects not to price match the lowest bid, it shall not be awarded the contract and the lowest responsive responsible bid shall be included in the project for consideration regardless of the preference.

## **7. 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 thirty (30) days notice specifying the termination date. Upon completion of services, 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.

## **8. Miscellaneous Provisions.**

**a. Illinois Freedom of Information Act.** The Proposer acknowledges the requirements of the Illinois Freedom of Information Act (5 ILCS 140/1, *et. seq.*, hereinafter “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 and its elected officials, employees, and agents 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. Governing Law and Venue.** This agreement is governed by the laws of the State of Illinois, and venue for any legal disputes shall be proper only in the Circuit Court of Kane County, Illinois.

**c. 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.

**d. 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.



e. **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.

**FOR CITY OF AURORA**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME \_\_\_\_\_

(SEAL)

By \_\_\_\_\_  
President – Contractor

ATTEST:

\_\_\_\_\_  
Secretary

(If a Co-Partnership)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Partners doing Business under the firm

\_\_\_\_\_  
Contractor

(If an Individual) \_\_\_\_\_(SEAL)

\_\_\_\_\_  
Contractor (SEAL)



**CITY OF AURORA  
REQUEST FOR PROPOSAL 20-16  
JOB ORDER CONTRACTING PROGRAM**

**EXHIBIT 1**

**(REQUEST FOR PROPOSAL)**



**CITY OF AURORA  
REQUEST FOR PROPOSAL 20-16  
JOB ORDER CONTRACTING PROGRAM**

**EXHIBIT 2**

(PROPOSAL FORM 20-16)

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 20-16  
**Job Order Contracting Vendor Services  
for the City of Aurora**

**APPENDIX I - INTERGOVERNMENTAL AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF AURORA AND [Insert Name of External Public Entity] FOR USE OF  
THE CITY OF AURORA'S JOB ORDER CONTRACTING VENDOR SERVICES**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Aurora, an Illinois home-rule municipal corporation (hereinafter "Aurora"), and \_\_\_\_\_ (hereinafter the "External Public Entity," and referred to together as "the Parties"), regarding the External Public Entity's use of Aurora's Job Order Contracting Vendor Services (hereinafter "JOC Program") and engagement of Aurora's JOC Vendor as set forth herein.

**RECITALS**

**WHEREAS**, the Parties are each legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein;

**WHEREAS**, the Parties are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided for in 5 ILCS 220/1 (1994) *et. seq.*;

**WHEREAS**, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the Constitution of the State of Illinois includes fostering cooperation between units of local government in planning and providing services to their constituents;

**WHEREAS**, Aurora has, pursuant to its formal competitive bidding procedures, engaged a vendor (hereinafter "JOC Vendor") for the purpose of, pursuant to an agreement between Aurora and the JOC Vendor, establishing and implementing a JOC Program, for which the JOC Vendor will perform an ongoing series of individual projects at different locations within Aurora; and

**WHEREAS**, the JOC Vendor functions as a partner in providing management, labor, materials, and supplies to complete projects as requested by Aurora; and

**WHEREAS**, Aurora's JOC Program, through the JOC Vendor, provides an effective means of reducing total lead-time and costs for public-works projects; and

**WHEREAS**, the Parties have determined it to be in their mutual best interests to allow the External Public Entity to engage the JOC Vendor for the limited purpose of implementing JOC services within the municipal boundaries or jurisdiction of the External Public Entity; and

**WHEREAS**, the External Public Entity agrees to follow Aurora's rules and regulations governing the JOC Program as more fully set forth herein.

**NOW THEREFORE**, in consideration of the premises and the mutual promises contained herein, the Parties agree as follows:

**1. RECITALS INCORPORATED**

All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this Agreement.

**2. JOC VENDOR**

The JOC vendor is hereby identified as \_\_\_\_\_.

**3. EXTERNAL PUBLIC ENTITY'S ENGAGEMENT OF JOC VENDOR**

Aurora shall allow the External Public Entity to engage the services of the JOC Vendor for the limited purpose of implementing JOC Program services within the municipal boundaries and/or jurisdiction of the External Public Entity.

**4. EXTERNAL PUBLIC ENTITY'S COMPLIANCE WITH JOC PROGRAM RULES AND REGULATIONS**

The External Public Entity hereby agrees to follow the rules and regulations of Aurora's JOC Program, and fully cooperate with and remain compliant with any and all reporting, licensing or other requirements as determined by Aurora and the JOC Vendor.

**5. LICENSING FEE**

In exchange for the External Public Entity's use of the JOC Vendor's services, it agrees to pay to the JOC Vendor a percentage (%) of the total project cost for all of its projects as a licensing fee, of which shall be then remitted to Aurora by the JOC Vendor. The licensing fee percentage is hereby set as \_\_\_\_\_. **[Insert Licensing fee (%)]**

**6. INDEMNIFICATION**

External Public Entity shall indemnify, hold harmless, and defend Aurora and its elected officials, officers, employees, and agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, or injury to person or property resulting from any and all services provided by the JOC Vendor, any contractor hired or engaged, or any third party whatsoever, or otherwise related in any way to this Agreement.

In accordance with Section 7-101 of the Illinois Local Government Tort Immunity Act (745 ILCS 10/7-101), the Parties may agree as to the manner in which liability for an injury resulting from services under this Agreement shall be allocated.

**7. TERM**

This Agreement shall be executed for and on behalf of Aurora and the External Public Entity pursuant to the appropriate Resolutions or Ordinances approved by their respective legislative bodies. This Agreement shall be effective for so long as Aurora maintains its JOC Program, unless terminated sooner by either Party as set forth in Paragraph 8 below. This Agreement may be modified or amended at any time only by written instrument signed by the Parties, and approved by their respective legislative bodies.

**8. TERMINATION**

This Agreement may be terminated by either Party upon ninety (90) days' written notice to the other, at which time the External Public Entity shall be responsible for paying Aurora the respective licensing fee for its use of the JOC Vendor's services, as well as for all services rendered until such termination is effective.

**9. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to External Public Entity's use of the JOC Vendor's services.

**10. NOTICES REQUIRED UNDER THIS AGREEMENT**

Any notices required under this Agreement shall be mailed to:

Corporation Counsel  
City of Aurora  
44 East Downer Place  
Aurora, Illinois 60506

Insert contact info for EPE

**11. SEVERABILITY**

In the event any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the Agreement, which will still remain in full force and effect and shall be enforceable in accordance with its terms.

**12. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Illinois, and venue shall be proper only in the Circuit Court of Kane County, Illinois.

The Parties by their signatures acknowledge that they have read and understand this Agreement, and intend to be bound by its terms.

CITY OF AURORA

EXTERNAL PUBLIC ENTITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_



CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 20-16  
**Job Order Contracting Vendor Services  
for the City of Aurora**

**APPENDIX J - PROPOSAL SUBMITTAL CHECKLIST**

Each Proposal must be placed in an envelope, sealed, and clearly marked on the outside: “16-20 Job Order Contracting Services.” In order to be considered responsive, the proposer must submit all of the following items in their sealed envelope:

- \_\_\_\_\_ Proposal Content (Appendix A, Section 4)
- \_\_\_\_\_ Contact Information (Appendix B)
- \_\_\_\_\_ Proposer’s Certification (Appendix C)
- \_\_\_\_\_ Proposer’s Tax Certification (Appendix D)
- \_\_\_\_\_ Apprenticeship or Training Program Certification (Appendix E)
- \_\_\_\_\_ Proposal Form (Appendix F)
- \_\_\_\_\_ Price Proposal (Appendix G)

Price Proposal must be placed in a **separate, sealed envelope**, and clearly marked on the outside: “Price Proposal – RFP 20-16 Job Order Contracting Vendor Services for the City of Aurora, Illinois.”

- \_\_\_\_\_ Sample Contract (Appendix H)
- \_\_\_\_\_ Intergovernmental Agreement (Appendix I)