



CITY OF AURORA

PURCHASING DIVISION OF FINANCE DEPARTMENT
44 E. DOWNER PLACE, P.O. BOX 2067
AURORA, ILLINOIS 60507-2067

PHONE (630) 256-3550
FAX (630) 256-3559

PURCHASE ORDER

310735

DATED: 07/03/2025

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ALCHEMY GREENHOUSE SOLUTIONS
25 JUNEFIELD AVE
CINCINNATI, OH 45246

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CITY OF AURORA
DOWNTOWN MAINTENANCE
720 NORTH BROADWAY
AURORA, IL 60505

INVOICES NOT DIRECTED TO PURCHASING WILL DELAY PAYMENT

ORDER SUBJECT TO TERMS AND CONDITIONS

REQUISITION #	REQUISITION DATE	TERMS	DATE REQUIRED	IL TAX EXEMPTION #
0000163309	07/03/2025	NET	09/30/2025	E9996-0842-07
ACCOUNT #	CUSTOMER ACCT #	CONTRACT #	PROJECT #	FEIN
340-4030-418-6505				36-6005778

LINE #	QUANTITY / UNIT	ITEM NUMBER AND DESCRIPTION	UNIT COST	EXTENDED COST
1	37,065.00 / EA	(1) ONE GREENHOUSE STRUCTURE 30' x 60' polycarbonate glazed greenhouse structur City of Aurora, IL Staff will be responsible for assembly of the structure	1.0000	37,065.00
		*** Per Bid 25-156 Deliver to: 339 Middle Ave, Aurora, IL 60506.		
2	1.00 / EA	FRIEGHT	4,495.0000	4,495.00

DIRECTOR OF PURCHASING


Jolene Coulter

TOTAL AMOUNT: \$41,560.00

THE CITY OF AURORA REQUIRES THAT ALL CITY PURCHASES BE PREAUTHORIZED BY THE ISSUANCE OF PURCHASE ORDERS. IF A VENDOR DELIVERS ANY MERCHANDISE WITHOUT VALID PURCHASE ORDER, NO LIABILITY EXISTS FOR THE CITY OF AURORA. OUR PURCHASE ORDER NUMBER SHOULD BE REFLECTED ON YOUR INVOICE.

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this 10 day of June, 2025 ("Effective Date"), for Greenhouse Structure Systems entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Alchemy Greenhouse Solutions ("Bidder"), located at PO Box 46793 Cincinnati, OH 45246.

WHEREAS, the City issued an Invitation to Bid 25-156 Greenhouse Structure Systems; and

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

WHEREAS, June 10, 2025, the City's awarded a contract to Bidder.

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, Bidder's response to the BID, to the extent it is consistent with the terms of the BID, 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.

Invitation to Bid 25-156

In connection with the BID and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the BID and this Agreement is truthful and correct. Bidder 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.** Bidder shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. **Term.** The Contractor shall guarantee the work to be free from defects of any nature for the warranty period from and after the final acceptance and payment for the work by the City.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Bidder's Bid Proposal, the maximum price for providing the Services shall be in accordance to the pricing on the BID proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Bidder 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 service of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder 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. Bidder 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 Bidder 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 Bidder from the responsibilities set forth herein.

Notwithstanding the foregoing, Bidder shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Bidder the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Bidder's performance of Services as set forth in this Agreement.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days' notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

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

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

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

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

FOR CITY OF AURORA

By: Jolene Coulter

ATTEST:

Spencer Spelling
City Clerk



DocuSigned by:
FOR *Jolene Coulter*
A87E7B303622439
By Director of Purchasing

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Alchemy Greenhouse Solutions

(SEAL)

By Michael Kovalycsik

Signed by:

Michael Kovalycsik

President – Contractor

6/19/2025

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____(SEAL)

_____(SEAL)

Contractor



EXHIBIT B

INSURANCE REQUIREMENTS

The Contractor, at its own expense, 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 Contractor's operations.

The Contractor 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 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 ten (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 Contractor 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. The Contractor shall pay all insurance premiums without cost to the City.



Please upload Certificate of Insurance with reference to the Project and Bid Number.

**CITY OF AURORA
GREENHOUSE STRUCTURE SYSTEMS**

EXHIBIT 1

(INVITATION TO BID 25-156)



City of Aurora, IL

GREENHOUSE STRUCTURE SYSTEMS 25-156

RELEASE DATE: May 12, 2025

DEADLINE FOR QUESTIONS: May 22, 2025

RESPONSE DEADLINE: May 28, 2025, 11:00 am

Please refer to the project timeline in this document for all important deadlines.

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/aurorail>

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INSTRUCTIONS TO BIDDERS

1. ACCEPTANCE OF BID PROPOSALS

a. Bidders intending to respond to this opportunity must create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. This step is necessary to establish a communication link with the City. The Bidder, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted.** Bidders intending to respond to this opportunity must create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. This step is necessary to establish a communication link with the City. The Bidder, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted.**

b. Bids may be received up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. The City's E Procurement System Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Aurora strongly recommends completing your responses well ahead of time. All bids shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.

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

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

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incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.

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

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

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

2. RECEIPT OF BID PROPOSALS

- A. **Bids must be submitted electronically**, up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.
- B. **Bids must be submitted electronically via the City's E Procurement System. There will be no exceptions!**

3. WITHDRAWAL OF BID PROPOSALS

Bids may be withdrawn prior to the deadline for submitting bid proposals through the City's E Procurement System, the responding bidder may "un-submit" their proposal in OpenGov. After withdrawing a previously submitted proposal, the responding bidder may submit another proposal at any time up to the deadline for submitting bid proposals prior to the opening.

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of Purchasing. Requests to withdraw a bid must be in writing and properly signed. **No bid proposal will be opened or accepted, which is received after the time and date scheduled for the Bid Proposals to be received.**

4. AWARD

It is the intent of the City to award the bid to the lowest responsive responsible bidder meeting specifications. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past

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performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

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

5. PRICES

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

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern.

6. 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.

7. TAXES

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

8. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

9. SIGNATURES

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

When a corporation submits a Bid Proposal, its agent must present legal evidence that he has lawful authority to sign said Bid Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any Bid is executed that it is authorized to do business in the State of Illinois. Bidders by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an

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Assistant Secretary, along with the corporate seal. The corporate address and state of incorporation must be shown below the signature. Bid Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid Proposal forms shall be initialed by the person signing the Bid Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

10. DEMONSTRATIONS

Bidders are required, if requested to do so, to affect a demonstration of the item(s) being Bid if the City feels it has insufficient knowledge of the item's operations or performance capability. Such demonstration must be at a site which is most convenient and agreeable to the effected City personnel.

11. REFERENCES

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

12. ELIGIBILITY

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

13. DATA

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

14. QUESTIONS

Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid, up to, but **no later than the designated date and time as specified via the City's E Procurement System, OpenGov.** All answers to inquiries will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted.

No questions will be accepted or answered verbally.

No questions will be accepted or answered after the cut-off date/time.

It is the responsibility of the interested bidder to ensure they have received addenda, if any issued.

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GENERAL REQUIREMENTS

1. REQUIREMENTS OF BIDDER

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

2. CITY'S AGENT

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

3. INVESTIGATION

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

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

4. BIDDER CAPABILITY

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

Evidence of collusion among Bidders.

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

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

5. ALTERNATE PROPOSALS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so by submitting all inquiries via the City's E Procurement System, OpenGov, but all specification deviations must be clearly stated. Bidders shall submit all inquiries, including requests for alternates or substitutions regarding this bid via the City's E Procurement System by the designated date and time. All answers to inquiries, including requests for alternates or substitutions, will be posted on the City's E Procurement System. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the interested bidder to ensure they have received addendum, if any issued. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. The Purchasing Director will reject all deviations that amount to material nonconformity with the specifications of the Bid Proposal.

6. 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.

Invoices MUST contain the Purchase Order Number, as issued by the City.

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

PurchasingDL@aurora.il.us

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!*

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7. DEFAULT

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

8. INSPECTION

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

9. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

10. CANCELLATION

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

11. PERMITS AND LICENSES

The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

12. PATENT

The successful Bidder agrees to indemnify, protect, defend, and save the City of Aurora and its officers and employees, harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, presentation or form a part of the Work covered by the contract.

13. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual

harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no

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plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

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

14. INSURANCE AND HOLD HARMLESS PROVISION

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

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

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

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or

undefined #25-156

Title: Greenhouse Structure Systems

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

15. WORKERS COMPENSATION ACT

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

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

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

16. PERSONNEL AND EQUIPMENT

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

Any Bidder'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 Bidder'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 Bidder, 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 Bid.

17. LOCAL BIDDER PREFERENCE

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

undefined #25-156

Title: Greenhouse Structure Systems

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

18. MINORITY PARTICIPATION

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

19. PROSECUTION OF WORK

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

20. TIME

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

21. REGULATORY COMPLIANCE

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

22. RESPONSIBLE BIDDER

Section 2-331(5) of the Aurora City Code requires that bidders 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 bidder. A bidder must affirm such participation in the Bidder's Certification submitted with any bid. Furthermore, **the bidder must submit a copy of each applicable program registration certificate with his/her bid.**

23. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Bidder; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall

undefined #25-156

Title: Greenhouse Structure Systems

disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

24. GUARANTEE AND MAINTENANCE OF WORK

The Bidder 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 Bidder 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.

25. CONTRACT

The successful Bidder will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within five (5) 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 Bidder to execute the contract within five (5) 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 Bid.

undefined #25-156

Title: Greenhouse Structure Systems

SCOPE OF WORK

1. Scope of Work

Greenhouse Structure

The greenhouse shall be 30' x 60' polycarbonate glazed Nor'Easter greenhouse structure from Rimol Greenhouse Systems or approved equal. The City of Aurora, IL Staff will be responsible for assembly of the structure. The materials shall include all hardware necessary to install each item in the greenhouse.

All alternative/equivalents must be submitted via the Request for Substitution form in the Questions and Answers Tab.

STRUCTURE & FRAMING:

- 1 (One) – 30' x 60' Nor'Easter Polycarbonate Glazed Greenhouse frame
 - 1.9" OD 13ga Galvanized Steel bows spaced every 4' OC
 - 5 horizontal purlin runs, Truss assembly included with every bow.
- 32 (Thirty two) – 24" Plated ground posts
 - 4 corner & 28 intermediates
- 2 (Two) – Metal end wall framing kit, includes 1.5" square steel and hardware
 - Steel will be cut to size in field
- 1 (One) – High wind area kit for Nor'Easter w/ 4' Bow Spacing

ROOF COVERING:

- 2,245 sqft – Verolite 8mm Twinwall 1500g Clear Polycarbonate panels

GABLE END COVERING:

- 10 (Ten) Sheets - 792 sqft - Verolite 8mm Twinwall 1500g Clear Polycarbonate panels
 - 4 sheets – 6' x 11'
 - 4 sheets – 6' x 14'
 - 2 sheets – 6' x 16'
- 1 (One) – Polycarbonate end wall extrusion kit for both ends of 30' Nor'Easter

VENTILATION:

- 2 (Two)– VNS30S850; Typhoon 30" slant wall exhaust fan
- 2 (Two) – VRSG48A-PS; Aluminum 48" Power Shutter

undefined #25-156

Title: Greenhouse Structure Systems

- 2 (Two) – VC115; Single stage WT thermostat

ROLL-UP SIDE VENTILATION:

- 2 (Two) – 60' long roll-up side wall curtain for Nor'Easter
- 1 (One) – Roll-up side gear box kit for manual operation of both side curtains
- 1 (One) – 81" x 150' Woven Poly roll for roll-up sides
- 2 (Two) – Single wirelock kit set for both sides of 60' long Nor'Easter

DOORS & ENTRYWAYS:

- 2 (Two) – 8' x 8' Insulated overhead roll-up door

HEATING:

No heating unit required.

Freight

Include cost of freight delivered to 339 Middle Ave, Aurora, IL 60506.

undefined #25-156
Title: Greenhouse Structure Systems

PRICING TABLE
GREENHOUSE STRUCTURE

All pricing must be FOB delivery point, prepaid.

Line Item	Description	Unit of Measure	Unit Cost	Estimated Delivery Time
1	Greenhouse Structure	EA		
2	Freight	EA		

undefined #25-156
Title: Greenhouse Structure Systems

VENDOR SUBMISSIONS

1. Contact Information*

Please download the below documents, complete, and upload.

- COA_Contact_info_page.docx

*Response required

2. References*

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

*Response required

3. Sub-Contractor List*

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:

Address:

City, State, Zip:

Phone Number:

Contact Person:

*Response required

4. Eligibility*

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

☐ Please confirm

*Response required

5. Bidder's Tax Certification*

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

Bidder deposes, states and certifies that Bidder is not barred from 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 Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

☐ Please confirm

undefined #25-156
Title: Greenhouse Structure Systems

*Response required

6. Bidder'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. As applicable, 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 Bidder 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. As applicable, 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.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

☐ Please confirm

*Response required

7. Local Vendor Preference Application*

Please download the below documents, complete, and upload.

- [COA 2024 Local Preference V...](#)

*Response required

8. Warranty Information*

Please provide warranty information for product.

*Response required

9. Delivery Equipment*

Will Lift Gate delivery be provided?

If no, the City will make arrangements with selected vendor after award.

undefined #25-156
Title: Greenhouse Structure Systems

- ☐ Yes
- ☐ No

*Response required

undefined #25-156

Title: Greenhouse Structure Systems



City of Aurora, IL

Purchasing

Jolene Coulter, Director of Purchasing

44 E Downer Place, Aurora, IL 60502

(630) 256-3540

QUESTION & ANSWER REPORT

ITB No. 25-156

Greenhouse Structure Systems

RESPONSE DEADLINE: May 28, 2025 at 11:00 am

Thursday, June 12, 2025

Approved, Unanswered Questions

Approved, Answers Provided

1. Bid Award Timeline

May 19, 2025 9:21 AM

Question: When will the bid award be announced? Extended timeline could affect pricing. Thank you!

May 19, 2025 9:21 AM

Answered: The City always hopes to award a bid as soon as possible, but we can not guarantee a date of award. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Please see - Project Documents > Instructions to Bidders > 1.1D for more details.

May 19, 2025 10:12 AM

2. Greenhouse Structure Alternate

May 21, 2025 5:12 PM

Question: Can a Conley Ranger GH be submitted for an alternate structure. (1) 30' Wide x 60' Long x 6' Sidewalls - 4' Column spacing set for base plates Ranger Series 2000 - 30 lbs. ground Snow, 80 mph Wind <https://www.conleys.com/pages/ranger> American Coolair ventilation Equipment Thank you

May 21, 2025 5:12 PM

Answered: Please fill out the form attached with the Request for Substitution option when submitting a question. There is a box to click and a form that will populate with instructions. Thank you!

May 22, 2025 8:25 AM

QUESTION & ANSWER REPORT
ITB No. 25-156
Greenhouse Structure Systems

3. Request for Substitution

May 22, 2025 8:40 AM

Question: Can a Conley Ranger GH be submitted for an alternate structure. (1) 30' Wide x 60' Long x 6' Sidewalls - 4' Column spacing set for base plates Ranger Series 2000 - 30 lbs. ground Snow, 80 mph Wind <https://www.conleys.com/pages/ranger> American Coolair ventilation Equipment Thank you

May 22, 2025 8:40 AM

Answered: Greenhouse appears to be an approved alternative. Please ensure that the specifications submitted match what was asked for in the scope of work. The fabric of the roll up side ventilation and insulation of the roll-up entryway doors were not specified. Roll-up side gearbox kit and wirelock kit were not specified. Thermostat needs to be included. Quantities of items need to be specified.

May 23, 2025 4:32 PM

**CITY OF AURORA
GREENHOUSE STRUCTURE SYSTEMS**

EXHIBIT 2

(BID PROPOSAL FORM 25-156)



City of Aurora, IL
Purchasing
Jolene Coulter, Director of Purchasing
44 E Downer Place, Aurora, IL 60502

[ALCHEMY GREENHOUSE SOLUTIONS] RESPONSE DOCUMENT REPORT

ITB No. 25-156

Greenhouse Structure Systems

RESPONSE DEADLINE: May 28, 2025 at 11:00 am
Report Generated: Tuesday, June 10, 2025

Alchemy Greenhouse Solutions Response

CONTACT INFORMATION

Company:

Alchemy Greenhouse Solutions

Email:

michael@alchemyghsolutions.com

Contact:

Michael Kovalycsik

Address:

P.O. Box 46793
Cincinnati, OH 45246

Phone:

N/A

Website:

www.Alchemyghsolutions.com

Submission Date:

May 28, 2025 9:23 AM (Central Time)

[ALCHEMY GREENHOUSE SOLUTIONS] RESPONSE DOCUMENT REPORT
ITB No. 25-156
Greenhouse Structure Systems

ADDENDA CONFIRMATION

Addendum #1
Confirmed May 21, 2025 5:02 PM by Michael Kovalycsik

QUESTIONNAIRE

1. Contact Information*
Pass

Please download the below documents, complete, and upload.

- [COA Contact info page.docx](#)
COA_Contact_info_page-_AGS.docx

2. References*
Pass

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

[ALCHEMY GREENHOUSE SOLUTIONS] RESPONSE DOCUMENT REPORT
ITB No. 25-156
Greenhouse Structure Systems

Name of Customer Organization:	The Mustard Seed Garden Center
Customer Reference Name:	Danielle Stewart
Customer Reference Address:	5589 US 321, Blowing Rock, NC
Customer Reference Email:	mustardseedmarketteam@gmail.com
Start Date:	4.9.25
End Date:	5.9.25
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Conley's Gable 7500, 24x48 Expansion with extended roof and covered sidewalk

Name of Customer Organization:	Syngenta Flowers
Customer Reference Name:	Jason Wilson
Customer Reference Address:	220 Owanita Rd., Alva, FL 33920
Customer Reference Email:	jason.wilson@syngenta.com
Start Date:	In progress
End Date:	In progress
Explanation of contract, service agreement, or type of products and quantity provided to the organization:	Reglazing, roll curtains, insect & thrip screens

[ALCHEMY GREENHOUSE SOLUTIONS] RESPONSE DOCUMENT REPORT
ITB No. 25-156
Greenhouse Structure Systems

Abersold Florist
1217 Silver Street
New Albany
IN
47150
(812) 945-2544

Mike Collett mike.collett@outlook.com

Complete GH reglaze, framework, 1/13/25 - 1/20/25

3. Sub-Contractor List*

Pass

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:

Address:

City, State, Zip:

Phone Number:

Contact Person:

N/A - No labor or installation specified on bid.

4. Eligibility*

Pass

[ALCHEMY GREENHOUSE SOLUTIONS] RESPONSE DOCUMENT REPORT
ITB No. 25-156
Greenhouse Structure Systems

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

Confirmed

5. Bidder's Tax Certification*

Pass

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct. Bidder deposes, states and certifies that Bidder is not barred from 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 Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

Confirmed

6. Bidder's Certification*

Pass

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).

[ALCHEMY GREENHOUSE SOLUTIONS] RESPONSE DOCUMENT REPORT
ITB No. 25-156
Greenhouse Structure Systems

- D. As applicable, 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 Bidder 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. As applicable, 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.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- Confirmed

7. Local Vendor Preference Application*

Please download the below documents, complete, and upload.

- [COA 2024 Local Preference V...](#)

COA_2024_Local_Preference_Vendor_Application_FILLABLE_-_AGS.pdf

8. Warranty Information*

Please provide warranty information for product.

AGS_Warranty.pdf

9. Delivery Equipment*

Will Lift Gate delivery be provided?

If no, the City will make arrangements with selected vendor after award.

No

[ALCHEMY GREENHOUSE SOLUTIONS] RESPONSE DOCUMENT REPORT
ITB No. 25-156
Greenhouse Structure Systems

PRICE TABLES

GREENHOUSE STRUCTURE

All pricing must be FOB delivery point, prepaid.

Line Item	Description	Unit of Measure	Unit Cost	Estimated Delivery Time
1	Greenhouse Structure	EA	\$37,065.00	
2	Freight	EA	\$4,495.00	

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

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

Customer Service/General Information: Mike Kovalytsik Ph:

To place an order:

Name: Mike Kovalytsik

Ph: 216-299-5664 Fax: N/A

E-mail: michael@alchemyghsolutions.com

Billing & Invoicing question:

Name: Mike Kovalytsik

Ph: 216-299-5664 Fax: N/A

E-mail: michael@alchemyghsolutions.com

Questions:

Name: Mike Kovalytsik

Ph: 216-299-5664 Fax: N/A

E-mail: michael@alchemyghsolutions.com

Bidder's Name: Mike Kovalytsik

Signature & Date:



5/21/2025

Page 1

Appendix B



City of Aurora, IL - Local Vendor Preference Application

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

- 1) Date Submitted: 5/21/2025
- 2) Name of Business: Alchemy Greenhouse Solutions
- 3) Address of Local Office: PO Box 46793
- 4) City, State, Zip: Cincinnati, OH 45246
- 5) Company's Web Address: www.alchemyghsolutions.com
- 6) Phone: 216-2130683 Fax: N/A
- 7) County your Local Business is Located In: Hamilton

Submitted By (Signature):

Michael Konalesik

Print Name and Title: _____

Email Address: _____

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

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

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

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

Return completed application, with all required backup documentation to:

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

Or email to: PurchasingDL@aurora.il.us

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

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

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____

Terms and Conditions

1. **VALIDITY:** 20 days with shipment within 60 days
2. **CHANGES:** Changes in engineering details of any order which may be requested after approval drawings or after fabrication commences are subject to engineering charges and to factory charges on in-process work already completed and affected by the change.
3. **CANCELLATION:** In the event of cancellation for products which are to be specifically constructed or adapted for use, the buyer agrees that cancellation shall be confirmed in writing. The buyer shall reimburse AGS for actual costs and damages incurred, including, but not limited to engineering, fabrication and restocking expense.
4. **WARRANTY:** AGS Standard One Year Material Warranty Applies. The buyer assumes all risks and liability for results of use of the products. The buyer's sole remedy and exclusive remedy against AGS shall be for the replacement of defective parts. Labor is excluded. Warranties expressed or implied on purchased parts such as electric motors, pumps and controllers are limited to the terms of the warranty extended by the manufacturer. AGS assumes no obligation or liability due to any recommendations, opinions, or advice as to the choice, installation or use of products. Any such recommendations, opinions, or advice are given and shall be accepted at the buyer's risk and shall not constitute any warranty or guarantee of such products or their performance.
5. **NON-PAYMENT:** If the buyer fails to make payments to AGS in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination; or at AGS's option, cause for suspension of material deliveries and/or work. In the event of a suspension of deliveries or work, AGS shall have no liability to the buyer for delay or damage caused because of such suspension. Before resuming deliveries and work AGS shall be paid all sums due prior to the suspension and any expenses incurred in the interruption and/or resumption of deliveries or work.
6. **TERMINATION:** This agreement may be terminated by either party upon not less than seven days written notice, should either party fail to substantially perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of AGS, AGS shall be compensated for all materials and work performed prior to termination, together with expenses plus profit directly attributed to the termination.
7. **INDEMNIFICATION:** To the fullest extent permitted by law AGS, Inc. and the buyer agree to mutually indemnify and hold harmless from and against any liability costs, damages, or expenses arising from the failure of AGS, or buyer to perform or comply with any provisions or requirements of their respective work of the project.
8. **CLAIMS:** Claims by either party must be submitted within 21 days after occurrence of the event. Written notice shall be given for claims for money, time and injury or damage to personal property.
9. **CONSEQUENTIAL DAMAGES:** AGS, Inc. and the buyer shall waive claims against each other for consequential damages arising out of or relating to the proposal/contract.
10. **RETURNED GOODS:** Products must receive written permission prior to return. Goods returned which were shipped as ordered and are without manufacturing defect will be subject to a 15% handling charge in addition to whatever expense may be necessary to restore them to salable condition. Transportation charges on goods returned must be prepaid. Only products of current design and in salable condition will be considered for credit.

Customer Responsibility for Receiving Truck Shipments

TRUCK SHIPMENTS: You are responsible for the following:

1. Locating the Packing List – (Attached to a Carton)
2. Unloading of all Material
3. Verifying Count Against Bill of Lading
4. Noting any Damages/Shortages on Bill of Lading
5. Properly Storing ALL Materials
6. Security of ALL Materials

ALL CARTONS CONTAINING EQUIPMENT SHOULD BE OPENED IMMEDIATELY to check for concealed damage. Retain shipping cartons for inspection by carrier if damage or shortage is apparent. Notify carrier and request inspection or contact our Customer Service Department at 1-513-657-1369. Truck claims for shortages or damages must be filed immediately.

Orders for replacement of damaged or lost material will be billed to your account. We will assist you in filing claims provided shipping documents are properly noted with DAMAGE or SHORTAGE notations. You have no recourse to recover these costs if freight bills are signed improperly.

Contact our Customer Service staff if you encounter any of these problems.

Please educate your staff responsible for receiving this shipment. IT CAN COST YOU MONEY if procedures required by the truck lines are not followed precisely by your staff.

I have read and understand my responsibility regarding the shipment(s).

Owner or Authorized Agent



May 29, 2025

Cassandra Karsten
City of Aurora
44 E. Downer Place
Aurora, IL 60507
Tel: (630) 256-3550
karstenc@aurora.il.us

Quotation Number: IL – 052925 City of Aurora IL 30 x 60 Ranger – Materials Only

Alchemy Greenhouse Solutions will provide materials only for one (1) 30' wide (Stand Alone Design) x 60' long RANGR SERIES 2000 greenhouse(s) designed with 6' tall sidewall height (1,800 ft²). Engineered for 80 mph wind (exposure "C") and 30 lbs. ground snow per International Building Codes (I.B.C).

Any Modifications required by state or local building departments will be added to the following

Materials: Only items listed will be supplied

- **Structured Items:**
- **Frame** – All galvanized steel, pre-punched and bolted together design including:
 - Heavy-duty 3" tall SUPERIOR STRENGTH Roll-Formed columns – 13 Gauge - on 4' centers – columns set for base plates welded onto one end to be bolted to a concrete pad- fasteners not included.
 - Four (4) 1-7/8" round pipe uprights at each exposed end wall.
 - Horizontal Framing girts supplied at both exposed end wall and side walls.
 - SUPERIOR STRENGTH 3" Roll-Formed GOTHIC arche assemblies – 18 gauge - on 4' centers.
 - Roll-Formed flush mounted purlins complete with condensate control channels.
 - Aluminum ridge bar and arched aluminum gable end wall combo.
 - Brackets and fasteners as required to assemble frame.
- **Doors:** (2) Trac Rite 944 White self-contained Roll-up doors with all necessary installation materials.
 - Conley's to provide (2) galvanized steel door frame kits
- **Roll-Up Sidewalls**

AGS to provide two (2) 6' tall approx. x 60' long roll-up curtain complete with:

 - Top of curtain to be fixed with aluminum Tube Lock base & clip.
 - Curtain to be single roll design.
 - Manually operated gear reducers provided to open / close curtain.
 - An angled flashing provided at bottom of vent
 - Heavy-duty metal pipe struts (outside struts provided on 6' centers with inside struts on 12' centers)
 - Each end of the curtain to incorporate an end cap designed to help seal the motor and exposed end against wind and rain (roll-up curtains are not designed to seal weather 100% as may be available with rack and pinion vents).
 - LS Solar Woven & laminated curtain fabric.
 - Closure strip at the covering located above and below the roll-up vent (if applicable)

IL – 052325 City of Aurora, IL 30 x 60 Ranger

- **Ventilation:**

Exhaust Fans – AGS to provide two (2) 30" exhaust fan(s) complete with:

- Slant wall housing/ Box wall housing - MNBF30G 30" - 6685 CFMs, 1/4 HP
- Inlet guards
- Aluminum shutters
- 1/4 HP motor pre-wired for 115 volts 1 phase power
- Galvanized frame kits
- Thermostats excluded
- *AGS excludes breaker panels, contractors, relays, transformers, wiring, or conduit which may be required to operate this system.*
- Exhaust fans listed in this section may be drop shipped, direct to client.

Fresh Air Inlet Vents:

Louvered Inlet Vent – AGS to provide two (2) 48" motorized inlet shutter(s) complete with:

- Aluminum construction LRW45E-B - 48"
- Framing hardware kit
- Motorizing kit (115 v – 1 phase)
- *AGS excludes breaker panels, contractors, relays, transformers, wiring, or conduit which may be required to operate this system.*
- Vents & motors listed in this section may be drop shipped direct to client

- **Covering Material:**

Roof + Exposed End Walls – Set for rigid covering AGS to provide 71.25" wide / 8 mm twin wall polycarbonate (80% light transmission 22% diffusion) – UV treated on the outside and condensate control treated on the inside.

- AGS to provide aluminum extrusions, perforated bottom tape, non-perforated top tape, fasteners, and closure strips.

Side Walls – See Roll-up Curtain

- AGS to provide aluminum backed Double Bubble insulation materials complete with 2" wide aluminum tape.
- AGS provides washered tek screws, stitch fasteners and closure strip as required to seal the corrugated metal covering to the structure.

- **Environmental Controls:**

- (2) Single Stage Thermostats

- **Installation:**

- Installation not specified and is **not included**

From: [Michael Kovalytsik](#)
To: [Karsten, Cassandra](#)
Cc: [Schuler, Abby](#); [Price, Jessica](#)
Subject: RE: Clarifications for 25-156 Greenhouse Structure
Date: Thursday, May 29, 2025 5:48:52 PM
Attachments: [image002.png](#)
[image003.png](#)
[IL - 052925 City of Aurora IL 30 x 60 Ranger - Materials Only.pdf](#)

Warning! This e-mail originated outside the organization. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

Cassandra,

Please see the attached detailed AGS specifications for you greenhouse project bid.
Please feel free to contact me with any questions.

Thanks very much,

Michael Kovalytsik
Director of Business Development, Partner



P.O. Box 46793 | Cincinnati, OH 45246
(O)216-213-0683 | Alchemyghsolutions.com
(C)216-299-5664

From: Karsten, Cassandra <KarstenC@aurora.il.us>
Sent: Thursday, May 29, 2025 1:19 PM
To: Michael Kovalytsik <michael@alchemyghsolutions.com>
Cc: Schuler, Abby <SchulerA@aurora.il.us>; Price, Jessica <PriceJ@aurora.il.us>
Subject: Clarifications for 25-156 Greenhouse Structure

Good afternoon,

We are asking for confirmation and clarification of a few items from bid 25-156 Greenhouse Structure on OpenGov.

- Please confirm that all of the items listed in the bid scope of work are included in your price of \$41,560.00 that was submitted via OpenGov.
 - As requested in the Questions and Answers tab of Open Gov please specify the details and the inclusion of items in the bid:
 - What is fabric of the roll up side ventilation?
 - Are the roll-up entryway doors insulated?

- Roll-up side gearbox kit – confirm this was included?
 - wire lock kit – confirm this was included?
 - Thermostat needs to be included -confirm this was included?
- Once confirmed, please send an itemized specifications sheet for the Conley Ranger GH with the quantities requested in the bid.

Thank you and please call if you have any questions,



Cassandra Karsten—Purchasing Division

City of Aurora | 44 E. Downer Place | Aurora, Illinois 60507

Phone: (630) 256-3550 | Email: karstenc@aurora.il.us



Transform Your Growth

May 22, 2025

Project: (1) 30' Wide x 60' Long x 6' Sidewalls - 4' Column spacing set for base plates
Series: Ranger Series 2000 - 30 lbs ground Snow, 80 mph Wind
Total SQFT. 1,800

FRAME:

Greenhouse

- (1) 30'W x 60'L - 6' S/W & 4' Spacing 2000 Series
- End Wall Galv. Frame
- Base Plates
- Base angle (Steel), concrete screws & caulking

COVERING: **SQFT.**

(1) 30' x 60' Roof: (8mm Twin Wall Polycarbonate)

Light Transmission 80% / Diffusion 22%

	71.25" Width	Length	
•Cut Size	0.495	219	108.41
•Fastening Components			
•Pallet Fee			

(2) 30' External End Wall: (8mm Twin Wall Polycarbonate)

Light Transmission 80% / Diffusion 22%

	71.25" Width	Length	
•Cut Size	0.495	132	65.34
•Cut Size	0.495	168	83.16
•Cut Size	0.495	192	95.04
•Fastening Components			

DOORS:

Rollup Door Model 424 - (Slat)

- 8' wide x 8' tall
- Spring surcharge

MECHANICAL VENTILATION:

Exhaust Fan - AmericanCoolair, MNB30G 30" - 6685 CFMs, 1/4 HP

- 30" Exhaust Fan (115/230V)
- Shutter Included
- Belt Tightner Kit
- 30" Fan Frame

FRESH AIR INLET VENTS: **SQFT.**

Inlet Louvered Vent - AmericanCoolair, LRW45E-B - 48"

- 48" Motorized Shutter, 115V - 1 phase
- 48" Shutter Frame

Roll-Up Curtain- (6' tall x 60' long)

- 6' tall x 60' long Roll-Up Curtain Assemblies
- 10 10 Roll-Up Curtain Fabric
- Hand Crank

Certificate Of Completion

Envelope Id: 9E95EEE2-1DA3-4DAF-A8E3-D3877A35E2BE

Status: Completed

Subject: Complete with Docusign: 25-156 Greenhouse Structure Systems

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Cassandra Karsten

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44 E. Downer Pl.

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Aurora, IL 60505

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KarstenC@aurora.il.us

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KarstenC@aurora.il.us

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Location: Docusign

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Michael Kovalycsik

michael@alchemyghsolutions.com

Director of Business develo

Alchemy Greenhouse Solutions

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

8273849E2FA7453

Signature Adoption: Pre-selected Style
Using IP Address: 71.74.97.27

Timestamp

Sent: 6/10/2025 2:54:55 PM

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Signed: 6/19/2025 9:20:03 AM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2025 10:43:26 AM

ID: 201ce78a-25b1-4bd9-820b-f2cbef878589

Jolene Coulter

coulterj@aurora.il.us

Director of Purchasing

City of Aurora

Security Level: Email, Account Authentication
(None)

DocuSigned by:

A87E7B303622439

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Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2025 2:54:55 PM
Envelope Updated	Security Checked	6/12/2025 11:55:10 AM
Certified Delivered	Security Checked	6/19/2025 1:47:24 PM
Signing Complete	Security Checked	6/19/2025 1:47:51 PM
Completed	Security Checked	6/19/2025 1:47:51 PM

Payment Events	Status	Timestamps
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- Until or unless you notify Carahsoft OBO City of Aurora as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Aurora during the course of your relationship with Carahsoft OBO City of Aurora.