

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. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O18-054 (file 18-0493): An Ordinance of the City of Aurora, Illinois, Ascertaining the Prevailing Wage Rate of Wages for Laborers, Mechanics, and other Workers Employed in Public Works Projects.
- 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. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Consolidated Electrical Distributors
 ADDRESS 31w 356 Dicht rd.
 CITY/STATE/ZIP CODE Naperville IL, 60563
 NAME OF CORPORATE/COMPANY OFFICIAL Tim Cullen
PLEASE TYPE OR PRINT CLEARLY
 TITLE Outside Salesman

AUTHORIZED OFFICIAL SIGNATURE 

DATE 11-9-2020

Subscribed and Sworn to

TELEPHONE (630) 369-1016

Before me this 10th day
 of November, 2020

 Notary Public

STATE OF ILLINOIS)
)
County of Kane) ss.

BIDDER'S TAX CERTIFICATION

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

Bidder deposes, states and certifies that Bidder is not barred from 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.

DATED this 10th day of November, 2020.

By 
(Signature of Bidder's Executing Officer)

Tim Cullen
(Print name of Bidder's Executing Officer)

Salesman
(Title)

ATTEST/WITNESS:

By Tim McAuliffe

Title SAs

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

Notary Public

(SEAL)

CITY OF AURORA, ILLINOIS
20-54R
2021/2022 MATERIALS AND SUPPLIES
FOR THE ELECTRICAL DIVISION

CONTACT INFORMATION

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

Customer Service/General Information: Ph: (630) 369-1016

To place an order:

Name: Tim / Tomas

Ph: (630) 369-1016 Fax: _____

E-mail: orders@cednaperville.com

Billing & Invoicing question:

Name: Erie Pleshe

Ph: (630) 369-1016 Fax: _____

E-mail: epleshe@cednaperville.com

Questions:

Name: _____

Ph: (630) 369-1016 Fax: _____

E-mail: orders@cednaperville.com

Bidder's Name: Tim Cullen

Signature & Date: TC Cullen 11/3/2020

QUOTATION FORM
20-54R
2021/2022 MATERIALS AND SUPPLIES
FOR THE ELECTRICAL DIVISION

TO: CITY OF AURORA
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

1. Proposal of Consolidated Electrical Distributors
for the improvement known as the **2021/2022 Electrical Division Materials and Supplies**.
2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
3. The undersigned further declares that he has carefully examined the proposals, specifications, and special provisions, and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
5. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
6. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will provide quantities, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
7. The undersigned submits herewith his schedule of prices covering the components to be provided under this contract, he understands that he must show in the schedule the unit prices for which he proposes to provide each item and that if not done, his proposal may be rejected as irregular or non-responsive.
8. Selected vendor(s) must be within a 30 minute radius of the City of Aurora Illinois and carry majority of items on hand for immediate pick up by city staff.
9. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within ninety (90) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.

10. Local Bidder Preference

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 bid of interest

11. The undersigned of this proposal agrees that he or she has examined all sections of this Request, Specifications, and Bidding Documents and hereby understands and accepts the provisions and shall claim no compensation other than the prices as bid.

12. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as primary, non-contributory additional insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the attached Special Provisions. Bid number 20-54R and title "2021/2022 Materials and Supplies for the Electrical Division" must be referenced on the Certificate of Insurance.

13. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.

14. 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.*)

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

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

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

PurchasingDL@aurora-il.org

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 *our preferred method of payment!*

15. 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.
16. 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.
17. The entire set of specifications shall be submitted with each proposal.
18. The undersigned submits herewith this **Schedule of Prices** covering the materials requested under this contract.

CITY OF AURORA
QUOTATION BID PROPOSAL FORM
20-54R
2021/2022 MATERIALS & SUPPLIES
FOR THE ELECTRICAL DIVISION

No additional charges over line item net price will be accepted without written approval of the Purchasing Director.

All quotation prices shall be shown as delivered Aurora Destination, Prepaid and Allowed.

Non-quoted items must have price on packing list.

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

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

QUOTATION SUBMITTED BY

COMPANY Consolidated Electrical Distributors

ADDRESS 31W 356 Diehl RD.

CITY, STATE, ZIP Naperville. IL, 60563

PREPARER'S NAME Tim Cullen
Please Type

EMAIL ADDRESS tcullen@cednaperville.com

CONTACT PERSON Tim Cullen

AUTHORIZED SIGNATURE Tim Cullen Outside Salesman
Title

PHONE # (630) 369-1016 FAX # (-)- DATE 11/3/2020

CITY OF AURORA
 QUOTATION PROPOSAL FORM
 20-54R
 2021/2022 MATERIALS & SUPPLIES
 FOR THE ELECTRICAL DIVISION

Stipulated alternatives will not be purchased unless the desired brand is not available

Line Item	Description	*Est. Quantity Per Year	Unit Price	Cost Extension
LED Lamps and Controls				
1	Keystone KT-LED36HID-EX39-850-D-G3 or equal	100	41.11	4,111
2	Keystone KT-LED54HID-EX39-850-D-G3 or equal	100	48.17	4,817
3	Tork 3000 photo eye (No Sub)	150	7.40	1,110
4	Tork 2007 photo eye (No Sub) <i>5237-UL</i>	100	9.70	970
5	Eiko LED27WPT50KMOG-G5	100	34.83	3,483
6	Eiko LED45WPT50KMOG-G5	50	41.80	4,180
				<i>SA price only</i> → 2,090
Fuses and Accessories				
7	MOL 5 thru 30 or Equal	1000	1.90	1,900
8	HEB AA Fuse Holder	150	8.58	1,287
9	HEB AB Fuse Holder	50	13.75	687.50
10	HEB AW RLC-A Fuse Holder	100	33.23	3,323
11	HEX AA Fuse Holder	100	45.95	4,595
12	2A0660 Insulated Boot	100	2.08	208
13	FRN R 5 thru 100 or Equal <i>(consists of over 20 fuses)</i>	100	4.67	467
14	FRS R 5 thru 100 or Equal <i>(consists of over 20 fuses)</i>	100	7.29	729
Splicing				
				<i>Price for SA fuse only</i> →
13	T&B YS8C Crimp Sleeve	100	1.27	127
14	T&B YS6C Crimp Sleeve	100	2.24	224
15	T&B YS4C Crimp Sleeve	100	2.73	273
16	T&B YS2C Crimp Sleeve	100	3.27	327
17	T&B HS16-12-L Shrink Tube	150	N/A	-
18	T&B HS12-6-L Shrink Tube	150	5.77	865.50
19	T&B HS6-1-L Shrink Tube	150	N/A	-
20	T&B HSC2-20 Shrink Cap	200	6.51	1,302
21	100-30-411 Ideal	100	19.0.23	23
22	100-30-412 Ideal	100	244.90m	30
23	54610 T&B	100	3.90	390
24	54625-TB T&B	100	5.14	514
25	54630 T&B	100	6.37	637
26	54635 T&B	100	7.91	791

27	54640 T&B	100	9.35	\$935
28	54645 T&B	100	10.18	\$1,018
29	HSC30-250 T&B	100	9.13	\$913

*All quantities are estimates only. There is no guarantee that this quantity will be purchased. The extended price, for two years, based on projected annual quantity, will be used for bid analysis purposes.

Bidders Name Tim Cullen

Signature & Date  11/9/2020

**CITY OF AURORA
INVITATION 20-54R**

2021/2022 Materials and Supplies for the Electrical Division

AGREEMENT

THIS AGREEMENT, entered on this 10th day of November, 2020 ("Effective Date"), for the 2021/2022 Materials and Supplies for the Electrical Division in Aurora, Illinois ("Goods") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and CEO ("Vendor"), located at 36356 Diehl Rd.

WHEREAS, the City issued an Invitation for Quotations 20-54R 2021/2022 Materials and Supplies for the Electrical Division; and

WHEREAS, the Vendor submitted a Bid Proposal in response to the Invitation and represents that it is ready, willing and able to supply the Goods specified in the Invitation and herein; and

WHEREAS, on _____, 2020, the City awarded a contract to _____ (R20-___)

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

1. Contract Agreement Documents. The Agreement shall be deemed to include this document, Vendor's response to the Bid, to the extent it is consistent with the terms of the Invitation to 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.

Bid 20-54R 2021/2022 Materials and Supplies for the Electrical Division

In connection with the Bid Proposal and this Agreement, Vendor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Vendor represents that such material and information furnished in connection with the Bid Proposal and this Agreement is truthful and correct. Vendor 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. Vendor shall provide the Goods listed in the Quotation Form, attached hereto as Exhibit 1.

3. Term. This Agreement shall be for a two year term beginning January 1, 2021 and ending December 31, 2022 with an optional 1 year term upon mutual consent between the City of Aurora Illinois and the Vendor.

4. Compensation.

a. **Schedule of Payment.** The City shall pay the Vendor for the Goods in accordance with the amounts set forth in Exhibit 2. The Vendor shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made for goods provided. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the delivery of goods embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et.seq.) Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within thirty (30) days after approval of the invoice.

5. Performance of Services.

Standard of Performance. Vendor shall provide all Goods set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional providing goods of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Vendor shall, at all times, use its best efforts to assure timely and satisfactory rendering and delivery of the Goods. Vendor shall ensure that Vendor and all of its employees or subcontractors providing Goods 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. Vendor shall, at all times until the completion of the Agreement, remain solely responsible for the professional and technical accuracy of all Goods and deliverables furnished, whether such services are rendered by the Vendor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Goods by the City shall relieve the Vendor from the responsibilities set forth herein.

Notwithstanding the foregoing, Vendor shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any Vendor, 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 Vendor 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 Vendor's providing of the Goods 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 is sufficient funds have not been appropriated to cover the estimated requirement of the Goods not yet performed, by providing Vendor 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 Vendor only for goods received up the date of termination. After the termination date, Vendor has no further contractual claim against the City based upon this Agreement and any payment so made to the Vendor upon termination shall be in full satisfaction for delivered Goods.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Vendor 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 delivery of the Goods. 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: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME _____

(SEAL)

By _____
President – Vendor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Vendor

(If an Individual) _____ (SEAL)

Vendor (SEAL)

**CITY OF AURORA
INVITATION 20-54R**

2021/2022 Materials and Supplies for the Electrical Division

EXHIBIT 1

(Invitation 20-54R)

**CITY OF AURORA
INVITATION 20-54R**

2021/2022 Materials and Supplies for the Electrical Division

EXHIBIT 2

(Bid Proposal)



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 O18-070, amended with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: November 9th, 2020
- 2) Name of Business: Consolidated Electrical Distributors (CED)
- 3) Address of Local Office: 31W 356 Diehl Rd.
- 4) City, State, Zip: Naperville IL, 60563
- 5) Company's Web Address: Cednaperville.Postalced.com
- 6) Phone: (630) 369-1016 Fax: —
- 7) County your Local Business is Located In: DuPage County

Submitted By (Signature): 

Print Name and Title: Tim Cullen

Email Address: tcullen@cednaperville.com

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.org

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

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

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____