

Invitation to Bid 15-60

PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

BID PROPOSALS DUE

Friday, January 15, 2016 at 2:00 p.m.

City of Aurora
City Clerk's Office, 2nd Floor
44 E Downer Place
Aurora, Illinois

PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

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Purchasing Division | Finance Department

Esther L. Phillips
Director of Purchasing

THOMAS J. WEISNER
Mayor

CITY OF AURORA INVITATION TO BID 15-60

PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

The City of Aurora invites you to bid on the anticipated printing and mailing of the City of Aurora, *Aurora Borealis Newsletter*. The contract will be for six (6) editions, with indicia, to be mailed via postal carrier route with an option of eight additional issues based on mutual agreement between the bidder and the City of Aurora.

Sealed bid proposals will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 p.m., Friday, January 15, 2016** to determine proposals for the anticipated purchase of the above named project.

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

DO NOT SEND OR DELIVER BIDS PROPOSALS to the Purchasing Division Office.

All proposals are to be submitted on the bid proposal form provided entitled: "Bid Proposal Form 15-60 Printing and Mailing of the City of Aurora, *Aurora Borealis Newsletter*."

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "15-60 Printing and Mailing of the City of Aurora, *Aurora Borealis Newsletter*."

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Monday, January 4, 2016. Questions will be answered via addendum and posted to the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation by 5:00 pm, Wednesday, January 6, 2015. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the January 4, 2016 5:00 pm cut-off date/time.** It is the bidder's responsibility to check the website before submitting their bid.

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

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

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

CITY OF AURORA

Esther L. Phillips

Director of Purchasing

Esther L. Phillips

BIDDER'S CERTIFICATION

I/We hereby certify that:

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

COMPANY NAME	
ADDRESS	
CITY/STATE/ZIP CODE	
NAME OF CORPORATE/COMPANY OFFICIAL	PLEASE TYPE OR PRINT CLEARLY
TITLE	
AUTHORIZED OFFICIAL SIGNATURE	
DATE	Subscribed and Sworn to
TELEPHONE ()	Before me this day
FAX No. ()	of, 2015
	Notary Public

STATE OF ILLINOIS)	
)	SS
County of Kane)	

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	day of	
	Ву	(Signature of Bidder's Executing Officer)
		(Print name of Bidder's Executing Officer)
		(Title)
ATTEST/WITNESS:		
By	_	
Title	_	
Subscribed and sworn to before me the day of, 2015.	is	
Notary Public	-	
(SEAL)		

PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

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

02. ACCEPTANCE OF BID PROPOSALS

- a. Bidder must submit an original bid response, marked as "original" and two (2) complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.
- b. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

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

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

d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract 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 contract.

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

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

03. RECEIPT OF BID PROPOSALS

- a. It is suggested that Bidders allow a minimum of four days for delivery through U.S. mail, or Bid Proposals may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Bid Proposals. The City shall not be responsible for late delivery of your Bid by a third party courier. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.
- b. Any Bid Proposal received by the Office of the City Clerk **after 2:00 p.m. on Friday, January 15, 2016** shall be rejected and returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF BID PROPOSALS

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

05. 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 contract in conjunction thereto.

06. SUBLETTING OR ASSIGNMENT OF CONTRACT

The Bidder shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligation hereof. The workers on premise shall be employed by the contractor.

07. 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 contract, 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.

08. 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 contract.
- Unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.

- 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.

09. AWARD

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

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

10. PAYMENT

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, within forty-five (45) days of the receipt of the invoice.

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

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

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

PurchasingDL@aurora-il.org

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

or Mail to the following address:

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

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is *our preferred method of payment!* An authorization agreement form is included in this bid proposal package for your use and convenience.

11. PRICES

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

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

12. DISCOUNTS

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

13. 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.

14. SAMPLES

Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.

15. 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.

16. **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 contract 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.

17. INSPECTION

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

18. 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.

19. 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.

20. ROYALTIES AND PATENTS

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

21. CANCELLATION

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

22. SIGNATURES

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

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

23. ELIGIBILITY

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

24. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

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

25. BONDS AND INSURANCE

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

26. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder 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 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 contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed

to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Bid will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

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

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

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

27. 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 contract, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

28. MINORITY PARTICIPATION

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

29. PROSECUTION OF WORK

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

30. INSURANCE CERTIFICATES

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

31. 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 the Bid Proposal.

32. 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, contractors 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, contractor or subcontractors. Bidder's sole remedy for delay shall be an extension in the contract time.

33. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Monday, January 4, 2016. Questions will be answered via addendum and posted to the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation by 5:00 pm, Wednesday, January 6, 2016. NO questions will be accepted or answered verbally. No questions will be accepted or answered after the January 4, 2016 5:00 pm cut-off date/time.

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

PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

BID PROPOSAL SPECIFICATIONS

Section 1. Project Introduction and Purpose

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

Purpose: The City of Aurora (hereinafter "the City") is accepting competitive sealed bids from qualified and authorized Vendors for the anticipated printing and mailing of the City of Aurora, *Aurora Borealis Newsletter*. The contract will be for six (6) editions, with indicia, to be mailed via postal carrier route with an option of eight additional issues based on mutual agreement between the bidder and the City of Aurora.

Section 2. Minimum Qualifications

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

General Requirements

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

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

Illinois Non-Appropriation Clause:

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

Page 1 Appendix A

Termination for Clause:

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

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

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

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

Response Instructions

An original bid response, marked as "original" and two (2) complete paper copies shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "15-60 Printing and Mailing of the City of Aurora, *Aurora Borealis Newsletter*." Your Bid may be mailed or hand delivered to:

City of Aurora City Clerk's Office, 2nd Floor 44 E Downer Place Aurora, Illinois 60507

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

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Monday, January 4, 2016. Questions will be answered via addendum and posted to the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation by 5:00 pm, Wednesday, January 6, 2016. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the January 4, 2016 5:00 pm cut-off date/time.**

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

Page 2 Appendix A

Section 3. Scope of Work

- 1. Designing, printing and mailing of the City of Aurora newsletter, six editions, with indicia, to be mailed via postal carrier route by bid awardee with an option of eight additional issues based on mutual agreement by both parties.
- 2. Printing Specifications:

Quantity: 70,000

Stock: 80 lb. gloss text (house stock)

Size: Flat: 11" x 17"

Folded: 8.5" x 11"

Pages: 12 (four sheets front and back)

Ink: 4/4

Four color proof to be delivered and picked up by bid awardee.

- 3. One round of changes allowed at no charge with charges incurred on second round of changes. Please note cost for each additional round of changes.
- 4. Newsletter to be mailed as flat pieces. Quote must include sorting for bulk mail by carrier route and delivery of the newsletter to the U.S. Postal Service, 525 North Broadway (Route 25), Aurora, Illinois and delivery to the Naperville Post Office (for White Eagle). Delivery to Post Office TBD. Postage to be paid by the City of Aurora under Permit Number 2.
- 5. All work to be completed in a workmanlike manner according to standard practices. Overage to be delivered to 44 E. Downer Place, Aurora, Illinois following delivery of trays to post offices.

Page 3 Appendix A

PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account. Customer Service/General Information: Ph: _____ To place an order: _____ Fax: _____ E-mail: Billing & Invoicing question: Name: _____ Fax: _____ Ph: E-mail: Questions: Ph: _____ Fax: _____ E-mail: Contractor's Name:

Signature & Date:

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PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

REFERENCES

Organization
Address
City, State, Zip
Phone Number
Contact Person_
Date of Project

Organization
Address
City, State, Zip
Phone Number_
Contact Person_
Date of Project

Organization
Address
City, State, Zip
Phone Number
Contact Person_
Date of Project

Contractor's Name:
Signature & Date:

PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

BID PROPOSAL FORM

Bid Due Date & Time: 2:00 p.m. CST, Friday, January 15, 2016

To:

City of Aurora

44 E Downer Place

City Clerk's Office, 2nd Floor

approval by the Aurora City Council.

Aurora, Illinois 60507 The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner. Submitted By: I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract. A. The Vendor shall also include with their bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications. B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably. II. In submitting this Offer, the Vendor acknowledges: A. All bid documents have been examined: Instructions to Bidder, Specifications and the following addenda:

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

B. To be prepared to execute a contract with the Owner within ten (10) calendar days after

Contractor's Name:

Signature & Date:

Page 1 Appendix D

PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

BID PROPOSAL FORM

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

_/quarter

Bi-monthly designing, printing and mailing of the City of Aurora, Aurora Borealis Newsletter based on 70,000

copies, per bid specifications:

Unit cost per printed page (if an increase

or decrease in pages are needed):	\$/page	
Cost for each additional round of changes	\$	
TOTAL NET DELIVERED COST (including mail processing)	\$	
	tination, Prepaid and Allowed. Do not add state, federal tification Permit No. Illinois E9996-0842-07. No additionitten approval of the Purchasing Director.	
reject any or all Bids or portion thereof, or accept a immaterial defect in any bid, or technicality, informal nonconforming or conditional bids or counter-proposa City reserves the right to hold the best bids for ninety may seek clarification from any bidder at any time and further reserves the right to award the bid to the lowe fitness and capacity to the requirements of the propose City.	for any reason to cancel this Invitation to Bid, to accept a alternate bid. The City reserves the right to waive a sity or irregularity in the bids received, and to disregard as. Unless otherwise specified by the bidder or the City, to (90) days from the opening date set forth above. The City failure to respond promptly is cause for rejection. The City responsible Bidder whose offer best responds in quality dwork or usage and therefore is in the best interest of the ITTED BY	ny all the ity ity ty,
COMPANY		
ADDRESS		
PREPARER'S NAME		
	Please Type	
CONTRACT PERSON	Please Type	
ALITHODIZED SIGNATUDE	• 1	
AUTHORIZED SIGNATURE	Title	
PHONE #() FAX # (_) DATE	
EMAIL		_
P	age 2 Appendix	D

PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

BID PROPOSAL FORM

"AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade."

(If an Individual)			
Signature of Bidder		_(SEAL)	
Business Address			
(If a Co-partnership)			
Firm name		(SEAL)	
Signed by		(SEAL)	
Business Address _			
Insert Names and Addresses of all Members of the Firm (If a Corporation) Corporate Name Signed by Business Address		, President	
Insert	(President)		
CORPORATE SEAL	Names of (Secretary)		
ATTEST:	Officers (Treasurer)		
Secretary			

(Note: Bidders should not add any conditions or qualifying statements to this bid for the bid may be declared irregular as being not responsive to the advertisement for bids.)

PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

BID SUBMITTAL CHECKLIST

Each Bid Must Be Placed In An Envelope, Sealed, And Clearly Marked On The Outside: "15-60 Printing And Mailing of the City of Aurora, *AURORA BOREALIS NEWSLETTER*." In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

 Bid Proposal Form
 Bidder's Certification
 Bidder's Tax Certification
 Contact Information
Contract
 Reference List
 Vendor Application

Page 1 Appendix E

APPENDIX F

CONTRACT

PRINTING AND MAILING OF THE CITY OF AURORA AURORA BOREALIS NEWSLETTER

CONTRACT

•	DREALIS NEWSLETTER is entered into between the CITY oration, located at 44 E. Downer Place, Aurora, Illinois and
("Contractor"), locat	ted at
WHEREAS, the City issued an Inv Aurora, AURORA BOREALIS NEWSLET	vitation to Bid 15-60 Printing And Mailing of the City of TTER, and
	ted a Bid Proposal in response to the Invitation to Bid and perform the Services specified in the Bid Proposal and herein and described in the Specifications; and
WHEREAS, on	, 2016, the City awarded a contract to

o mutually agree to the following:

Contract Agreement Documents. The Agreement shall be deemed to include this document, 1. Contractor'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 15-60 Printing and Mailing of the City of Aurora, AURORA BOREALIS NEWSLETTER

In connection with the Bid Proposal and this Agreement, Contractor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Contractor represents that such material and information furnished in connection with the Bid Proposal and this Agreement is truthful and correct. Contractor 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.** <u>Scope of Services.</u> Contractor shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.
- **Term.** This Agreement shall be for the designing, printing and mailing of the City of Aurora newsletter, six editions, with indicia, to be mailed via postal carrier route by bid Contractor with an option of eight additional issues based on mutual agreement by both parties, unless sooner terminated in accordance with the terms contained herein, and ends upon completion of the services.

4. Compensation.

- **a. Maximum Price.** In accordance with the Contractor'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 Contractor for the Services in accordance with the amounts set forth in <u>Exhibit 2</u>. The Contractor shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Contractor of the percentage of completion of the Services through the date of the invoice, where applicable.

5. Performance of Services.

Standard of Performance. Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor 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. Contractor 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 Contractor 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 Contractor from the responsibilities set forth herein.

Notwithstanding the foregoing, Contractor 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 Contractor 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 Contractor'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 Contractor with thirty (30) day's 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 Contractor only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. <u>Miscellaneous Provisions.</u>

- a. Illinois Freedom of Information Act. The Contractor 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
ATTEST:	By:
City Clerk	FOR By
(SEAL)	(CORPORATE SEAL)

(If a Corporation)	CORPORATE NAME	
(SEAL)		
	Ву	President – Contractor
ATTEST:		
Secretary		
(If a Co-Partnership)	
		Partners doing Business under the firm
		Contractor
(If an Individual)		(SEAL)
	Con	tractor (SEAL)

APPENDIX G

VENDOR APPLICATION PACKET