



Invitation to Bid 21-58

PARKING ENFORCEMENT SERVICES FOR THE DIVISION OF MOTOR VEHICLE PARKING SERVICES

BID PROPOSALS DUE

**Wednesday, August 25, 2021
at 2:00 p.m.**

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

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-58

PARKING ENFORCEMENT SERVICES

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PARKING ENFORCEMENT SERVICES

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CITY OF AURORA
INVITATION TO BID
21-58
PARKING ENFORCEMENT SERVICES
FOR THE DIVISION OF MOTOR VEHICLE PARKING SERVICES

The City of Aurora is accepting bids from qualified vendors to provide parking enforcement regulations in the City of Aurora Central Business District and residential neighborhoods for the Division of Motor Vehicle Parking Services (M.V.P.S.).

Sealed Bids will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 pm, CST, Wednesday, August 25, 2021** to determine proposals for the anticipated above named services. Pricing will not be read until qualifications are confirmed.

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

The City of Aurora is seeking a two year contract, with two additional two year extensions mutually agreeable by both parties.

All bid proposals are to be submitted on the bid form provided entitled: "21-58 Bid for Parking Enforcement Services for the Division of M.V.P.S".

Each bid proposal must be placed in an envelope, sealed, and clearly marked on the outside: "21-58 Bid for Parking Enforcement Services for the Division of M.V.P.S".

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

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Purchasing Division, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Tuesday, August 17, 2021. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, August 19, 2021. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the August 17, 2021 8:00 am 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.

The Bidder awarded the contract will be required to furnish a Performance Bond, a Payment Bond will be required should the vendor sublet any of the requested services, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional bid proposals or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. 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

Jolene Coulter
Director of Purchasing

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 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 _____

TELEPHONE (____) _____

FAX No. (____) _____

Subscribed and Sworn to

Before me this ____ day

of _____, 2021

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 _____, 2021.

By _____
(Signature of Bidder's Executing Officer)

(Print name of Bidder's Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2021.

Notary Public

(SEAL)

CITY OF AURORA, ILLINOIS 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 Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF BIDS

- a. **Bidder must submit one (1) original and two (2) complete, sealed, signed and attested copies of the bid proposal which 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. The City reserves the right to reject any and all bid proposals or parts thereof and to waive any technicalities and irregularities in the proposals and to disregard all nonconforming or conditional bid proposals or counter-proposals and to hold the bid proposals for ninety (90) days from the opening date set forth above. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid 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 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.
- c. Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No Bid will be considered unless the Bidder shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to him. Bid 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 responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors in addition to financial responsibility, 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 bid proposal 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 BIDS

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Bids may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Bids. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that his Bid is received in the proper time.
- b. Any Bid received by the Office of the City Clerk **after 2:00 pm, Wednesday, August 25, 2021** shall be rejected.
- c. All Bids must be submitted upon the blank forms attached herein with all blank spaces filled in and any alterations or erasures explained. Bids that contain any omissions, erasures, or alterations, or that contain any additions or omissions of items not called for in the Bid Package, or that contains irregularities of any kind, may be rejected as informal. Bids shall be in strict conformity with the Bid Package and any applicable Addenda. Only Bids which are made out upon the Bid Form will be considered. Partial or incomplete Bids will not be considered.

04. WITHDRAWAL OF BIDS

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 Bid opening and at the address to which Bids were to be submitted. Following withdrawal or modification of its Bid, Bidder may submit a new bid proposal, provided it is received by the City Clerk prior to the Bid due date. No Bid will be opened which is received after the time and date scheduled for the Bids to be received.

05. BID DEPOSIT

No Bid Deposit Required.

06. BOND AND INSURANCE

The Bidder awarded the contract will be required to furnish a Performance Bond, a \$10,000 Payment Bond will be required should the vendor sublet any of the requested services, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

07. CITY'S AGENT

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

08. 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 is responsible for examining the complete 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 the bidding. The submission of a Bid 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 Bid Package documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Bid for all contingencies. Before any award is made of the contract to the Bidder, the Bidder may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the Work in an efficient and timely manner.

09. BIDDER QUALIFICATION

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 for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Bidders.
- Receipt of more than one Bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- For 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.**

10. ALTERNATE BIDS

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 on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Bid package. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Bidder wishes to submit more than one Bid, each Bid, after the first, is to be considered an **alternate**. **THESE BIDS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE BID PAGE MUST BE PLAINLY MARKED "ALTERNATE BID"**. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the Bid.

11. BID AWARD

Except as otherwise may be stated in the Specifications, Bid award shall be made to the lowest responsible Bidder meeting the requirements and/or intent of the specifications at the net delivered price(s) shown and best responding to the needs of the City, in the City's sole discretion. However, if the Bidder modifies limits, restricts or subjects his Bid to conditions that would change the requirements of the specifications, this would be considered a conditional or qualified Bid and will not be accepted. The City reserves the right to delete any item listed in the Bid Package.

12. PRICES

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 or his authorized representative must initial any alteration in ink.)

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. PAYMENTS

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.*)

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.us

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.

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 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.

17. 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.

18. 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).

19. SIGNATURES

Each Bid must be signed by the Bidder with his/her usual signature. Bids 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. Bids 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, its agent must present legal evidence that he has lawful authority to sign said Bid 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. Bids 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. Bids 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 forms shall be initialed by the person signing the Bid. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

20. REFERENCES

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Bid. 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.

21. 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, 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.

22. 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".

If 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.

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. **A \$10,000 Payment Bond will be required if the Bidder sublets any of the requested services.** 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 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. 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 so shall the City be considered a joint employer of same under any circumstance.

25. MINORITY PARTICIPATION

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

26. 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 insure its completion within the time specified in the Bid.

27. 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 agent, employees, contractors and subcontractors. Bidder shall make no claim against the 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.

28. LOCAL BIDDER PREFERENCE

O20-029, amended O18-070, 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.

**CITY OF AURORA
INVITATION TO BID
21-58
SPECIFICATIONS FOR PARKING ENFORCEMENT SERVICES**

Section 1: Scope of Work:

The City of Aurora, Illinois is soliciting Bids from qualified vendors to provide parking enforcement regulations in the City of Aurora Central Business District, and in residential neighborhoods as needed.

In an effort to patrol and enforce parking regulations, the City has been utilizing computerized license plate recognition technology equipment to enforce parking time zones on-street, residential neighborhoods, and in city-owned or operated parking lots.

Section 2: General Information:

- The City of Aurora is not responsible for any costs incurred by Bidders in preparation of Bids. Once submitted to the City of Aurora they become the property of the City of Aurora.
- The City of Aurora is seeking a two year contract, with two additional two year extensions mutually agreeable by both parties. Contract can be cancelled by either party with or without cause with a 60 day written notice.
- Vendor will be required to provide sufficient employees to provide coverage and work approximately 26 hours per week to enforce parking regulations in the Central Business District, Monday through Friday from 4:45 pm to 8:00 pm and on Saturday from 8:00 am to 2:00 pm.

Section 3: Parking Regulations Enforcement Requirements:

- City of Aurora will provide a city-owned automobile with computerized license plate recognition technology equipment.
- Vendor's employees must have a valid driver's license.
- Vendor's employee will issue citations to violators.
- Vendor's employee must have basic computer operating knowledge.
- Vendor's employee must have the ability to repeatedly enter and exit an automobile in all types of weather conditions.
- Vendor's employee must remain impartial, professional and maintain a courteous demeanor at all times even when dealing with irate individuals.
- Vendor must be consistent and efficient in enforcing parking regulations.
- Vendor must provide employee with reflective vest to be worn while working.

Section 4: Cost for Services:

Bids are to include the costs for all necessary services that are required for the project. (Appendix F)

Section 5: Bid Submittal Requirements:

Bids are to include the following:

- A description of your company and the products and services it offers. The names of principals in the firm and the location of the firm's headquarters, as well as the length of time it has been performing parking enforcement and related services, should be included.
- Include a time-line for the initial start- up of the program when contract is awarded.
- Names, addresses and contact telephone numbers of at least five governmental agencies that you have done property registration and/or property maintenance code inspection services for.

Section 6: Submission Deadline:

Bids must be received by the City of Aurora **no later than 2:00 pm, Wednesday, August 25, 2021**. Postmarks posting times in lieu of delivery will not be accepted. Bids must be delivered to:

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

Submit an original, plus two (2) full copies of your Bid and all supporting documentation.

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

Section 7: Questions:

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Purchasing Division, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Tuesday, August 17, 2021. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, August 19, 2021. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the August 17, 2021 12:00 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.

Section 8: Selection Process:

- A selection committee will review all Bids and make the final selection to award the contract.
- The City of Aurora reserves the right not to award the contract if it finds that none of the Bids meets the specific needs of the Division of M.V.P.S or if the bids received exceed the funding available to support the project.
- The Bids will be evaluated using the following criteria:
 - Ability of the vendor to provide all of the services listed.
 - Rate sheet (cost) for service.
 - Results of the City of Aurora's contact and communication with customers currently using the Vendor's services.
 - Location in proximity to the City of Aurora for the service office.
- Prior to commencement of the work, the City of Aurora and the selected Bidder will agree on contractual details. An agreement signed by both parties will constitute the Notice to Proceed. A Purchase Order will be issued to the selected vendor.

**CITY OF AURORA
INVITATION TO BID
21-58
PARKING ENFORCEMENT SERVICES
FOR THE DIVISION OF MOTOR VEHICLE PARKING SERVICES**

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: “21-58 Bid Proposal for Parking Enforcement Services.” In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

CHECKLIST OF SUBMITTALS

Please enclose the following with your Bid:

- _____ Bid Proposal Form (Appendix F)
- _____ Bidder’s Certification (Page 1)
- _____ Bidder’s Tax Certification (Page 2)
- _____ Description of Company, Principals, Location, etc.
- _____ Time Line for Initial Start-up
- _____ List of Vendors and/or Work to be Sublet (Appendix D)
- _____ Reference List (Appendix C)
- _____ Contract for Services (Appendix E)

**CITY OF AURORA
REFERENCES
21-58
PARKING ENFORCEMENT SERVICES**

(Please Type)

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 _____

Bidder's Name: _____

Signature & Date: _____

**CITY OF AURORA
REFERENCES
21-58
PARKING ENFORCEMENT SERVICES**

(Please Type)

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 _____

Bidder's Name: _____

Signature & Date: _____

**CITY OF AURORA
21-58
PARKING ENFORCEMENT SERVICES**

SUB-CONTRACTOR LIST

(Please Type)

Company _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Company _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Company _____
Address _____
City, State, Zip _____
Phone Number _____
Contact Person _____

Proposer's Name: _____

Signature & Date: _____

**CITY OF AURORA AGREEMENT FOR
PARKING ENFORCEMENT SERVICES
INVITATION TO BID 21-58**

THIS AGREEMENT, entered on this _____ day of _____, 2021 (“Effective Date”), for the Parking Enforcement Services for the City of Aurora Division of Motor Vehicle Parking Services (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and _____ (“Bidder”), located at _____.

WHEREAS, the City issued an Invitation to Bid (“Bid”) on July 9, 2021 for the Parking Enforcement Services in the City of Aurora Central Business District, and in residential neighborhoods.; 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, on _____, the City 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 21-58

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 Instructions to Bidders and Special Conditions, attached hereto as Exhibit 1.

3. Term. The City of Aurora is seeking a two year contract, with two additional two year extensions mutually agreeable by both parties.

4. Compensation.

Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. 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 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 Bidder of the percentage of completion of the Services through the date 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 services 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) appropriately licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. 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.

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 sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the 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: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME_____

(SEAL)

By_____

President – Contractor

ATTEST:

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual) _____(SEAL)

_____(SEAL)
Contractor

**CITY OF AURORA AGREEMENT FOR
PARKING ENFORCEMENT SERVICES
INVITATION TO BID 21-58**

EXHIBIT 1

(INVITATION TO BID)

**CITY OF AURORA AGREEMENT FOR
PARKING ENFORCEMENT SERVICES
INVITATION TO BID 21-58**

EXHIBIT 2

(BID PROPOSAL FORM 21-58)

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-58
PARKING ENFORCEMENT SERVICES

BID PROPOSAL FORM

Bid Due Date & Time: **2:00 p.m. CST, Wednesday, August 25, 2021**

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

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: _____

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other Bid 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 Bid.

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, 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.)

SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

AUTHORIZED SIGNATURE _____

Title

EMAIL _____

PHONE #(_____)_____ FAX # (_____)_____ DATE _____

**CITY OF AURORA
BID PROPOSAL FORM
21-58
PARKING ENFORCEMENT SERVICES**

BID FORM

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

Parking Regulations Enforcement hourly rate

Evening hours Monday through Friday 4:45 pm to 8:00 pm \$ _____

Saturdays from 8:00 am to 2:00 pm \$ _____

On Call Parking Regulations Enforcement hourly rate

On call as needed weekdays 8:00 am- 4:45 pm \$ _____

On call as needed on weekends and evenings \$ _____

SUBMITTED BY

COMPANY _____

CITY OF AURORA
BID PROPOSAL FORM
21-58
PARKING ENFORCEMENT SERVICES

Services commence within _____ working days upon receipt of order.

All Bid prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

No additional charges over base bid price will be accepted without written approval of the Director of Purchasing.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-Bids and to hold the best Bids for ninety (90) days from the opening date set forth above. 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.

SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____

Please Type

CONTRACT PERSON _____

Please Type

AUTHORIZED SIGNATURE _____

Title

PHONE #(_____)_____ FAX # (_____)_____ DATE _____

EMAIL _____