



Request for Proposal 20-52

CITY OF AURORA POLICE DEPARTMENT GATE REPAIRS & MAINTENANCE

BID PROPOSALS DUE

**Wednesday, November 25, 2020
at 2:00 p.m.**

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

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 20-52

**CITY OF AURORA POLICE DEPARTMENT
GATE REPAIRS & MAINTENANCE**

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GATE REPAIRS & MAINTENANCE**

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CITY OF AURORA
REQUEST FOR PROPOSAL 20-52
**CITY OF AURORA POLICE DEPARTMENT
GATE REPAIRS & MAINTENANCE**

The City of Aurora is seeking sealed proposals from qualified vendors with the experience, capabilities and qualified available staff to repair, install and maintain gates at the Aurora Police Department. Sealed Proposals will be received at the City of Aurora, Attn: Purchasing Division, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 pm, CST, Wednesday, November 25, 2020.**

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

A mandatory pre-proposal meeting will be held at 10:00 am, Monday, November 16, 2020. Proposers should meet at 1200 E Indian Trail Road, Aurora, 60505. **Proposers must be present at the start of the meeting to qualify to bid on the project.**

A non-mandatory teleconferenced live streamed Proposal opening will be held regarding this Request for Proposal. Information regarding this opening, including the dial-in number and meeting link, will be posted to the city's website at <https://www.aurora-il.org/bids.aspx> 24 to 48 hours in advance of the Proposal opening.

A Bid bond or a certified check payable to the City of Aurora in the amount of 10% of the Proposal price is required with the Proposal presented. A 100% performance and payment bond will be required from the successful Proposer.

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until **8:00 am, CST, Tuesday, November 17, 2020.** Questions expect to be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Wednesday, November 18, 2020. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the November 17, 2020 8:00 am cut-off date/time.** It is the Proposer's responsibility to check the website before submitting their proposal.

All proposals are to be submitted on the request for bid proposal forms provided entitled: "Request for Proposal to Bid 20-52 Aurora Police Department Gate Repairs Repair and Maintenance."

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "20-52 Request for Proposal Aurora Police Department Gate Repairs Repair and Maintenance." **The outside of the envelope must also be clearly labeled with proposer company name and address.**

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

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

Sufficient proof of liability and workmen's compensation insurance must be furnished to satisfy requirements of the City of Aurora.

The successful respondent shall comply with all codes, ordinances, rules, statutes, laws and regulations of the City of Aurora, State of Illinois as they apply to all Public Works construction projects.

When required by State Law, please be advised that all Bids must comply with the Illinois Prevailing Wage Act and the Prevailing Rate of Hourly Wages in the City of Aurora where the Work is to be performed is to be paid to all persons on the project.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals, or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the proposals 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 proposer 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 Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA

Jolene Coulter
Director of Purchasing

PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Proposer is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

☐ Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- I. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/)

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____)_____

Subscribed and Sworn to

Before me this ____ day

of _____, 2020

Notary Public

STATE OF ILLINOIS)
) ss.
County of Kane)

PROPOSER'S TAX CERTIFICATION

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

Proposer deposes, states and certifies that Proposer is not barred from bidding with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2020.

By _____
(Signature of Proposer's Executing Officer)

(Print name of Proposer's Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

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

Notary Public
(SEAL)

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

☐ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

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

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

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

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

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

Proposer _____

By: _____
(Signature)

Address: _____

Title _____

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

01. REQUIREMENTS OF PROPOSER

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

02. ACCEPTANCE OF PROPOSALS

- Proposer must submit an original bid response, marked as "original" and one (1) complete paper copy 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.

In a separate sealed envelope, submit one (1) set of the proposal pricing.

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

Envelopes containing proposals must be sealed and addressed to the City of Aurora Purchasing Division. The name and address of the proposer and the Request for Proposal Number must be shown in the upper left corner of the envelope.

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

- 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 Proposer shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. 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 most responsive, responsible Proposer. In determining the responsibility of any Proposer, the City may take into account other factors such as past records of its or other entities transactions with the Proposer, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

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

03. RECEIPT OF PROPOSALS

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Proposals may be delivered to the Purchasing Division Office in person. Overnight courier is acceptable provided timely receipt of Proposal. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that his Proposal is received in the proper time.
- b. Proposals must be mailed to the Purchasing Division office located at 44 E. Downer Place, Aurora, IL 60507. City Hall is open to the public on Monday, Wednesday and Fridays, but is accepting deliveries Monday through Friday 8:00 am – 5:00 pm.
- c. Any Proposal received by the Purchasing Division **after 2:00 p.m. on Wednesday, November 25, 2020** shall be returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF PROPOSALS

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

05. PROPOSAL DEPOSIT

Each Proposer shall deposit with his Proposal a Bid guarantee consisting of a bank draft, Bid bond, cashier's check, or certified check drawn on a good and solvent National or State Bank and payable to the order of the City, in an amount not less than ten percent (10%) of the total amount of the Proposal submitted, as a guaranty that in case the Proposer's Bid is accepted, the Proposer shall within one day after the date of such acceptance and notification thereof, deliver to the City a contract signed and executed by the Proposer, proper insurance certificates and a Performance and Payment Bond in one hundred percent of the contract sum furnished by a responsible bonding company acceptable to and written upon forms prepared or approved by the City as security for payment of labor and materials and for the faithful performance of the contract and compliance with the provisions of law relating to the payment of prevailing rate of wages. All Bid deposits will be retained by the City until a Bid award is made, at which time the Bid deposit will be promptly returned to the unsuccessful Proposers. The Bid deposit of the successful Proposer will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the Proposer shall not be considered complete, until final inspection and acceptance by the City of the Proposer's Work. Final inspection shall occur within 30 days after the actual completion of the Work. Execution of the contract is contingent upon receipt of an acceptable Performance and Payment Bond and any required certificates of insurance. Upon failure to meet the requirements of this paragraph, the Proposer shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Proposer shall excuse the Proposer or entitle him to a return of the aforementioned amount.

06. BOND AND INSURANCE

The Proposer will be required to furnish a Performance and Payment Bond in the amount of one hundred percent (100%) of the full contract price, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

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

The term Payment Bond shall be understood to mean the bond executed by the Proposer and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

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

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

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

07. CITY'S AGENT

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

08. INVESTIGATION

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

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

09. PROPOSER CAPABILITY

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

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

10. AWARD OF PROPOSAL

It is the intent of the City to award a contract to the most responsive, responsible proposer meeting specifications. The City reserves the right to determine the responsive responsible proposer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the City. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

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

11. PRICES

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

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Proposal or 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. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et.seq.*)

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

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

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

PurchasingDL@aurora-il.org

or Fax to **630-256-3559**
or Mail to the following address:

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

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is ***our preferred method of payment!***

14. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

15. DEFAULT

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

16. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

Proposers 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 proposer shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the proposal.

17. INSPECTION

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

18. WARRANTY

Proposer warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Proposer warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The City may return any nonconforming or defective items to the Proposer or require correction or replacement of the item at the time the defect is discovered, all at the Proposer's risk and expense. Acceptance shall not relieve the Proposer of its responsibility.

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

19. CANCELLATION

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

20. SIGNATURES

Proposals must be signed by the Proposer with his/her usual signature. 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. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

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

21. SPECIAL CONDITIONS

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

22. PERMITS AND LICENSES

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

23. REGULATORY COMPLIANCE

Proposer represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Proposer shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

24. REFERENCES

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

25. ELIGIBILITY

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

26. COMPLIANCE WITH LAWS AND REGULATIONS

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

27. PATENTED DEVICES, MATERIALS, AND PROCESSES

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

28. PROTECTION AND RESTORATION OF PROPERTY

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Proposer except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

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

29. INSURANCE AND HOLD HARMLESS PROVISION

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

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.

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

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

The Proposer agrees to indemnify and save harmless the City of Aurora, 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 Proposer or his Subcontractors. The Proposer shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

30. MINORITY PARTICIPATION

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

31. WORKERS COMPENSATION ACT

The Proposer 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 Proposer in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Proposer hereby further agrees to indemnify, keep and save harmless said City 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 Proposer, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore,

and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

32 RESPONSIBLE PROPOSER

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

33. SUBLETTING OR ASSIGNMENT OF WORK

If the Proposer sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Proposer; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or 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 Proposer shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Proposer or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

34. PROSECUTION OF WORK

The Proposer shall begin the Work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract. The Proposer shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Proposers Certification, and for all wage rate and hour regulations and applications.

35. GUARANTEE AND MAINTENANCE OF WORK

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

36. CONTRACT

The successful Proposer will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within five (5) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the Proposer to execute the contract within five (5) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Bid.

37. INSURANCE CERTIFICATES

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

38. PERSONNEL AND EQUIPMENT

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

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

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

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

39. TIME

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

40. PRE-PROPOSAL SITE VISIT

A **mandatory pre-proposal meeting** will be held at 10:00 am, Monday, November 16, 2020. Proposers should meet at 1200 E Indian Trail, Aurora, 60505. **Proposers must be present at the start of the meeting to qualify to proposal on the project.**

42. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 8:00 am, Tuesday, November 17, 2020. 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, Wednesday, November 18, 2020. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the November 17, 2020 8:00 am cut-off date/time.**

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

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 20-52
CITY OF AURORA POLICE DEPARTMENT
GATE REPAIRS REPAIR & MAINTENANCE

PROPOSAL SPECIFICATIONS

Section 1. Project Introduction and Purpose

Proposers are required to read and understand all information contained within the entire Request for Proposal package. By responding to this PROPOSAL, the Proposer agrees to have read and understand these documents. The City reserves the right to award the proposals individually or cumulatively to qualified and responsible Proposers.

Purpose: The City of Aurora, hereinafter (“City”), located in Kane, Dupage, Kendall and Will Counties, Illinois, is seeking proposals from qualified firm(s) to repair, install and maintain gates at the City of Aurora Police Department located at 1200 E Indian Trail Road, Aurora, 60505.

Section 2. Minimum Qualifications

The following are minimum requirements that the vendor must meet in order to be eligible to submit a proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications. Each specification included in this package describes the services which the City feels is necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Proposer. The specification is not intended to exclude potential Proposers.

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

All proposal respondents are to submit a written report containing and/or substantiating the following:

1. The company’s legal name, address, telephone number and e-mail address.
2. Resume(s) of principal(s) of the company outlining experience and qualifications.
3. A description of the company’s prior experience, including similar contracts (in particular those buildings owned by a governmental entity)
4. The name(s) of at least three entities who are knowledgeable regarding the company’s performance and would be willing to provide a reference.
5. Proposal detailing how the gates will be repaired and installed to meet the project requirements.
Project schedule: Proposers shall include a timeframe necessary to complete the repairs and installations from start to finish
6. Proposal detailing Preventative Maintenance and Repair services to meet the project requirements.

Section 3. Rates and Prices

Prospective vendors shall submit one (1) copy of their financial proposal in response to this RFP as a **separate, sealed enclosure** in their submissions package.

Pricing shall be firm and fixed throughout the term of the program, unless a formal contract amendment makes a change to the Scope of Work and necessitates a revision to the firm-fixed pricing.

Section 4. Proposal Format and Organization

Submit your proposal using the following format and include Appendix D proposal, in **a separate sealed envelope**. Failure to clearly and completely provide all information below, on the forms provided and in the order requested, will result in rejection of the proposal as non-responsive.

- 4.1 Cover Letter:** Cover letter must be signed by an individual having the authority to sign contracts on behalf of the organization. Cover letter must also acknowledge receipt of all addenda, if any have been issued (if unsure, contact the Purchasing Director).
- 4.2 Responsible Contract Personnel:** Indicate who the Project Manager is and other project team members that will support the program and supply brief resumes and where they reside.
- 4.3 Proposal Response:** Elements of this RFP will be scored and ranked by the Evaluation Committee as described in **Section 5** below. Please note that brief, concise responses to the items listed in **Section 2** of this RFP are strongly preferred. Proposals should not exceed 45 single sided, not including covers, table of contents and section dividers.

Supplemental brochures and materials that will assist the City in evaluation will be considered; vendors should use their judgment on attachments and appendixes providing additional information.

The vendor should submit an original bid response, marked as “original” and one (1) complete paper copy of the proposal and any supporting materials.

In a separate sealed envelope, submit one (1) set of the proposal pricing.

Pricing shall not be mentioned anywhere in the body of the proposal.

The vendor has full responsibility to ensure the proposal arrives to the Purchasing Division office prior to the 2:00 p.m., Wednesday, November 25, 2020.

The City assumes no responsibility for delays caused by the US Post Office or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole determination of the City.

Section 5. Evaluation Process

Step #1: Initial Screening

Minimum Qualifications and Responsiveness: City will review proposals for initial decisions on responsiveness and responsibility. Those proposals initially determined to be responsive and submitted by responsible proposers will proceed to Step 2.

Step #2: Proposal Evaluation

The Project Evaluation Team, comprised of members of the cooperating City Departments, will evaluate proposals. Proposal responses will be evaluated on, but not limited to, price, company qualifications and experience (including reference checks), and availability and capacity of the company to perform the work.

Step #3: Interviews

The Project Evaluation Team reserves the right to interview top ranked firms that are considered most competitive. If interviews are conducted, rankings of firms shall be determined by combining results of interviews and proposal submittals.

Step #4: Selection

The City will select the vendors that are evaluated to be most competitive. When evaluation of the responses produces ratings that are equivalent, the Project Evaluation Team will recommend award of the contract to the vendor(s) whose response is deemed to be in the best interests of the City. Any contract resulting from this RFP will be subject to approval by the Aurora City Council.

Section 6. Administrative Requirements and Information

6.1 Proposal Procedures and Process. This section details City procedures for directing the RFP process. The City reserves the right in its sole discretion to reject the proposal of any vendor who fails to comply with any procedure in this section.

6.2 Communications with the City. All inquiries and/or questions pertaining to the provisions of this RFP shall be directed in writing to Director of Purchasing, PurchasingDL@aurora-il.org, by 8:00 a.m., Tuesday, November 17, 2020.

NO questions will be accepted or answered verbally. No questions will be accepted or answered after the November 17, 2020, 8:00 a.m. cut-off date/time.

A response to questions will be sent only to those in attendance at a mandatory pre-site inspection meeting(s) by noon, Wednesday, November 18, 2020.

No other City official or City employee is empowered to speak for the City with respect to this RFP. Any vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than as directed above, is advised that such material is used at the vendor's own risk. The City will not be bound by any such information, clarification, or interpretation.

6.3 Mandatory Pre-Site Inspection Meetings. A **mandatory pre-site inspection** meeting will be held at :

- **Monday, November 17, 2020 at 10:00 a.m.** Proposers should meet at 1200 E Indian Trail Road, Aurora, 60505.

Proposers must be present at the start of the meeting to qualify to submit a proposal for this project.

- 6.4 Changes to the RFP/Addenda.** A change may be made by the City if, in its sole judgment, the change will not compromise the City's objectives in this acquisition. A change to this RFP will be made by formal written addendum and shall become part of this RFP and included as part of the Contract. It is the responsibility of interested vendors, **who were in attendance at the mandatory pre-site inspection(s)**, to assure that they have received Addenda, if any are issued, and acknowledge such receipt in their cover letter.
- 6.5 Receiving Addenda and/or Question and Answers.** The City will make efforts to provide addenda and similar announcements directly to those who were in attendance at the mandatory pre-site inspection(s). Notwithstanding efforts by the City to provide such notice to those who were in attendance at the mandatory pre-site inspection(s), it remains the obligation and responsibility of those vendors to learn of any addenda issued by the City. Such efforts by the City to provide notice do not relieve the vendor from the sole obligation for learning of such material.
- 6.6 RFP Opening – No Reading of Prices.** The City does not read out loud proposal openings for RFP responses. The City requests that companies refrain from requesting proposal information concerning other respondents until after an awarded by City Council, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. Proposal materials become public information only after the contract has been awarded by City Council.
- 6.7 Effective Dates of Offer.** Offer prices and costs in vendor submittal must remain valid until after City Council has made an award. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint through the Freedom of Information (FOIA) process.
- 6.8 Cost of Preparing Proposals.** The City will not be liable for any costs incurred by the vendor in the preparation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the vendor's participation in pre-site inspection(s).
- 6.9 Vendor Responsibility.** It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth by the State of Illinois.
- 6.10 Changes in Proposals.** Prior to the proposal submittal closing date and time established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Director of Purchasing, in writing, to do so. No change to a proposal shall be made after the proposal closing date and time.
- 6.11 Errors in Proposals.** Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the proposer's obligation to the City.
- 6.12 Withdrawal of Proposal.** A submittal may be withdrawn by written request to the City Clerk from the submitter prior to the stated closing date and time.
- 6.13 Rejection of Proposals and Rights of Award.** The City reserves the right to reject any or all proposals, or portions thereof, at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion.
- 6.14 Proposal Disposition.** All material submitted in response to this RFP shall become the property of the City of Aurora upon delivery to the Purchasing Division.

Section 7. Scope of Work

The Proposer shall, at its own expense, furnish all labor, supplies, equipment and machinery necessary to fulfill the repairs, installation and maintenance of the gates of the Aurora Police Department.

Provide preventative maintenance for one year with an offer of a second one year extension upon mutual agreement.

Specific Requirements

This work shall consist of removal and disposal of the existing damaged gate. Furnishing and installing roughly 25' of 8' high temporary fencing while new gate is in fabrication, Furnish and Install one (1) new Ameristar Transport II slide gate to match existing gate, Remove and replace one (1) gate operator with bent shaft, Furnish and install one (1) new HySecurity Slidesmart Fast gate operator with new Gate Repairs and one (1) East Gate Operator Replacement.

Repairs, Preventative Maintenance and Emergency Response

The Contractor shall provide preventative maintenance inspection and repair services on gates of the Aurora Police Department. At this time there are four (4) mechanical gates at this location. The City may add or delete any gate locations at any time during the contract period.

The City will be offering a one year agreement subject to two , one year extensions for repairs and preventative maintenance upon mutual agreement.

Contractor will provide all labor and materials , tools, equipment, transportation and services necessary to perform preventative maintenance and repair services on all components of motorized gates.

Currently the City has motorized gates at locations.

- City of Aurora Police Department, 1200 E Indian Trail Road, Aurora, 60505: four (4) mechanical gates.

Contractor will provide preventative maintenance services on the motorized gates quarterly in January, April July and October. Contractor is to perform the following preventative maintenance services.

- Inspection of the gate, all moving parts and activation devices for any parts that need to be replaced/repared.
- Lubricate, tighten and adjust all moving parts
- Test safety features
- Inspect control boards and clean
- Inspect gate and associated components for proper operation

Contractor will provide as needed repair and emergency response services. Routine and emergency response services shall be performed as follows:

During the Agreement the Contractor agrees to the following response times:

Routine Work Response: One (1) to three (3) working days from request by City.

Emergency Work Response: One (1) to three (3) hours from request by City.

Proposer must be available twenty four hours, seven days a week.

- Contractor shall troubleshoot and provide an initial assessment of the service or repair needed and provide an estimated cost to the City Representative.

- Contractor shall only start work upon consent of a purchase order number from the City Representative.
- Contractor's personnel are required to notify the City Representative of the work start date and upon arrival before starting any work and before leaving the site. All contractor activities at the Aurora Police Department will be accompanied by a City Representative.
- Contractor shall provide all Manufacturer warranties and Safety Data Sheets to City Representative, as applicable.
- Contractor shall itemize material and labor costs and charge them separately.
- Prices noted in the contract shall be honored for the entire contract term.

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPSAL 20-52
CITY OF AURORA POLICE DEPARTMENT
GATE REPAIRS REPAIR & MAINTENANCE

REFERENCES

(Please Type)

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Municipality _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Proposer's Name: _____

Signature & Date: _____

REQUEST FOR PROPSAL 20-52
CITY OF AURORA POLICE DEPARTMENT
GATE REPAIRS REPAIR & MAINTENANCE

CONTACT INFORMATION

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

Customer Service/General Information: Ph: _____

To order service:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Questions:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPSAL 20-52
CITY OF AURORA POLICE DEPARTMENT
GATE REPAIRS REPAIR & MAINTENANCE

PROPOSAL FORM

Due Date & Time: 2:00 p.m. CST, Wednesday, November 25, 2020

To: **City of Aurora**
Purchasing Division
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 PROPOSAL 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 proposal solicitation documents. The items in this Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the PROPOSAL.

A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Request for Proposal, Instruction to Proposers and specifications.

B. For purposes of this offer, the terms Offeror, Proposer, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Proposer, Specifications and the following addenda:

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

Proposer's Name: _____

Signature & Date:_____

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSAL 20-52
CITY OF AURORA POLICE DEPARTMENT
GATE REPAIRS REPAIR & MAINTENANCE

PROPOSAL FORM

The City of Aurora is seeking proposals from qualified firms with the experience, capabilities and qualified available staff to install perimeter security fencing at the City of Aurora Airport.

The undersigned acknowledges that with submission of a proposal that they have read and understand the terms and conditions of the agreement to be offered. The Proposer also acknowledges that they will comply with said provision should they be awarded the contract.

All proposal 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 proposal price will be accepted without written approval of the Purchasing Director.

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

SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____

Please Type

AUTHORIZED SIGNATURE _____

Title

EMAIL _____

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

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS 20-52
CITY OF AURORA POLICE DEPARTMENT
GATE REPAIRS REPAIR & MAINTENANCE

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 Proposer _____ (SEAL)

Business Address _____

(If a Co-partnership)

Firm name _____ (SEAL)

Signed by _____ (SEAL)

Business Address _____

Insert Names
and Addresses
of all Members
of the Firm _____

(If a Corporation)

Corporate Name _____
Signed by _____, President

Business Address _____

Insert (President)_____

CORPORATE SEAL Names of (Secretary)_____

Officers (Treasurer)_____

ATTEST:

Secretary

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

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I/WE propose to provide repair and installation of the West and East Gate of the Aurora Police Department per the proposal specifications at the following costs:

Parts Cost	
Labor Cost	
Total Project Cost	

I/WE propose to provide Maintenance of the four (4) gates of the Aurora Police Department per the proposal specifications at the following costs:

	Price Per Hour
Regular Time (7:30 a.m. to 5:00 p.m.): Monday through Friday	
Overtime: Monday through Friday	
Saturday, Sunday and Holidays	
	Total Cost Annually
Quarterly (4 times annually) Gate Preventative Maintenance of four (4) gates of the Aurora Police Department	

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

The City of Aurora reserves the right to reject any or all Proposals, or parts thereof, and to waive any technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counter-proposals and to hold the best Proposals for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY _____

**CITY OF AURORA AGREEMENT FOR
City of Aurora Police Department Gate Repairs & Maintenance**

THIS AGREEMENT, entered on this _____ day of _____, 2020 (“Effective Date”), for the City of Aurora Police Department Gate Repairs and Maintenance is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and (“Proposer”), located at _____.

WHEREAS, the City issued a Request for Proposal (“RFP”) on November 8, 2020 for Police Department Gate Repairs Repair & Maintenance; and

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

WHEREAS, on _____, the City awarded a contract to Proposer.

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

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Proposer’s response to the PROPOSAL, to the extent it is consistent with the terms of the PROPOSAL, 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.

Request for Proposal 20-52

In connection with the PROPOSAL and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the PROPOSAL and this Agreement is truthful and correct. Proposer shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Proposer shall perform the Services listed in the PROPOSAL, attached hereto as Exhibit 1.

3. **Term.** Initial Repairs/Replacements upon completion.
Preventative Maintenance/Repairs/Emergency Response shall be a one year agreement with the option of two (2) one (1) year extensions upon mutual consent.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Proposer’s negotiated cost, the price for providing the Services shall be as stated on the submitted proposal form Exhibit 2.

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

5. Performance of Services.

Standard of Performance. Proposer shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that the Proposer and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Proposer shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Proposer or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Proposer from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Proposer with thirty (30) days notice specifying the termination date. Upon completion of services, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Proposer only for services performed up to the date of termination. After the termination date, 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
REQUEST FOR PROPOSAL 20-52
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GATE REPAIRS REPAIR & MAINTENANCE**

EXHIBIT 1

(REQUEST FOR PROPOSAL)

**CITY OF AURORA
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GATE REPAIRS REPAIR & MAINTENANCE**

EXHIBIT 2

(PROPOSAL FORM 20-52)