



## [VSI,LTD] RESPONSE DOCUMENT REPORT

GEN No. 25-109

[Light Fixtures for Electrical Department](#)

RESPONSE DEADLINE: February 26, 2025 at 11:00 am

Report Generated: Tuesday, March 18, 2025

### VSI,LTD Response

#### CONTACT INFORMATION

**Company:**

VSI,LTD

**Email:**

ryoung@volsupplyltd.com

**Contact:**

Roderick Young

**Address:**

105 E Galena Blvd

Suite 806

Aurora, IL 60505

**Phone:**

(630) 886-0215

**Website:**

N/A

**Submission Date:**

Feb 26, 2025 9:56 AM (Central Time)

## ADDENDA CONFIRMATION

Addendum #1  
*Confirmed Feb 25, 2025 12:14 PM by Roderick Young*

## QUESTIONNAIRE

### 1. Respondent Submittals (without Cost)\*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

**(Do not upload cost information in here)**

City\_of\_Aurora\_Bid\_25\_109\_Light\_Fixtures.pdf

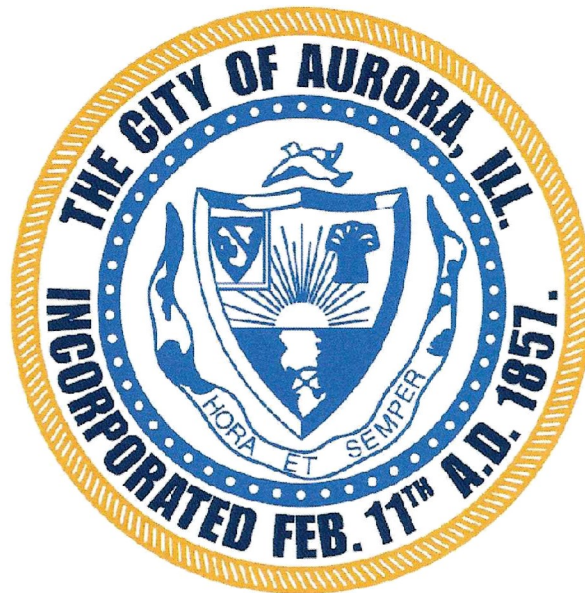
### 2. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.\*

Confirmed

## PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ERL1008C340EGRAYI 71 Watt	23	each	\$295.00	\$6,785.00
2	ERL2018C340DGRAYILR 140 Watt GRAY	23	each	\$438.00	\$10,074.00
3	ERL2018C340DBLCKILR 140 Watt BLACK	23	each	\$438.00	\$10,074.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	EVOR 35-225097R30290MA Replacement drivers for G.E. 39 watt LED cobra head fixture ERL1005C340GRAYI	400	each	\$56.00	\$22,400.00
TOTAL					\$49,333.00



## **Invitation to Bid 25-109**

### **Light Fixtures for Electrical Department**

#### **ELECTRONIC BIDDING**

The City of Aurora, IL will accept sealed bids via the  
City's E Procurement System, OpenGov  
(<https://procurement.opengov.com/portal/aurorail>)



## **BIDDER'S CERTIFICATION**

I/We hereby certify that:

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

ADDRESS 105 E Galena Blvd, Suite 806

CITY/STATE/ZIP CODE Aurora, IL 60505

NAME OF CORPORATE/COMPANY OFFICIAL Volunteer Supply Industries Ltd (VSI)  
PLEASE TYPE OR PRINT CLEARLY

TITLE President/CEO

AUTHORIZED OFFICIAL SIGNATURE 

DATE 2/25/25

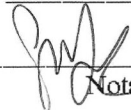
TELEPHONE ( 630 ) 282-4874

FAX No. (      ) NA

Subscribed and Sworn to

Before me this 25 day

of February, 2025

  
Notary Public



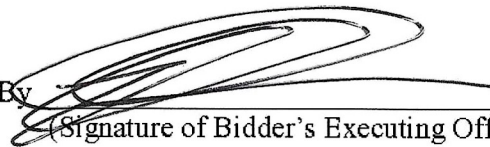
STATE OF ILLINOIS       )  
                                      )  
County of Kane            )       ss.

**BIDDER'S TAX CERTIFICATION**

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

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

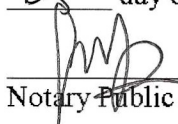
DATED this 25<sup>th</sup> day of February, 2025.

By   
(Signature of Bidder's Executing Officer)  
Rodenck Young  
(Print name of Bidder's Executing Officer)  
President & CEO  
(Title)

ATTEST/WITNESS:

By Sarah Javed  
Title Notary Public

Subscribed and sworn to before me this  
25 day of February, 2025.

  
Notary Public

(SEAL)



CITY OF AURORA, ILLINOIS  
INVITATION TO BID

**INSTRUCTIONS TO BIDDERS**

**01. REQUIREMENTS OF BIDDER**

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

**02. ACCEPTANCE OF BID PROPOSALS**

- a. Bidders intending to respond to this opportunity must create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/signup>. This step is necessary to establish a communication link with the City. The Bidder, not the City, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on the City's E Procurement System. Addenda notifications will be emailed to all persons on record as following this Bid. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under their bid proposal as submitted. All addenda so issued shall become part of the contract documents. **Paper submissions will not be accepted.**
- b. Bids may be received up to, but no later than the designated date and time as specified via the City's E Procurement System, OpenGov. The City's E Procurement System Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City of Aurora strongly recommends completing your responses well ahead of time. All bids shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.
- c. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids through the City's E Procurement System. Bids shall be filled out legibly in ink or type-written with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a Bid. Name of person signing should be typed or printed below the signature.
- d. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.



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

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

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

### 03. RECEIPT OF BID PROPOSALS

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

### 04. WITHDRAWAL OF BID PROPOSALS

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

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

### 05. BID DEPOSIT

No Bid Deposit Required.

### 06. CITY'S AGENT

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

## 07. INVESTIGATION

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

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

## 08. BIDDER CAPABILITY

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

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

## 09. ALTERNATE PROPOSALS

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

## 10. AWARD

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

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

## 11. PAYMENT

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

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

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

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

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

**[PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us)**

or Mail to the following address:

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

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

## 12. PRICES

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

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

**13. 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.

**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 (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.

**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. INSPECTION**

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

**18. WARRANTY**

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

**19. REGULATORY COMPLIANCE**

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

**20. CANCELLATION**

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

**21. SIGNATURES**

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

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

**22. PERMITS AND LICENSES**

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

**23. PATENTS**

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

**24. DEMONSTRATIONS**

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

**25. 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.

**26. 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).

**27. DATA**

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

**28. COMPLIANCE WITH LAWS AND REGULATIONS**

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

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

**29. BONDS AND INSURANCE**

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

**30. INSURANCE AND HOLD HARMLESS PROVISION**

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

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
  - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
  - (b) \$500,000 per occurrence for Property Damage
  - (c) \$1,000,000 per occurrence for Personal Injury

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

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

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

### **31. WORKERS COMPENSATION ACT**

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

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

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

### **32. PERSONNEL AND EQUIPMENT**

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

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

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

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

**35. LOCAL BIDDER PREFERENCE**

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

**36. MINORITY PARTICIPATION**

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

**37. PROSECUTION OF WORK**

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

**38. TIME**

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

**39. QUESTIONS**

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

**No questions will be accepted or answered verbally.**

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

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

**CITY OF AURORA, IL  
INVITATION TO BID 25-109**

**SPECIFICATIONS**

The City of Aurora, IL invites you to bid to furnish and supply G.E. Cobra Light Fixtures for the Electrical Department. Specifications are listed below.

The desired products are as follows:

<u>Specification</u>	<u>Quantity</u>
ERL1008C340EGRAYI 71 Watt	23
ERL2018C340DGRAYILR 140 Watt GRAY	23
ERL2018C340DBLCKILR 140 Watt BLACK	23

- **No alternates or substitutions will be accepted. The City has standardized these fixtures throughout the City. The City will only be accepting these exact fixtures for consideration.**
- The quantities listed are estimates only and are not guaranteed. The City reserves the right to add or subtract from the quantities listed. Invoices shall reflect the actual quantities at the unit prices that are submitted.
- All pricing shall include handling and delivery fees.

**Delivery Location:**

City of Aurora  
339 Middle Ave  
Aurora, IL 60506

CITY OF AURORA, IL

**REFERENCES**

Municipality City of Elgin

Address 1900 Holmes Rd

City, State, Zip Elgin, IL 60123

Phone Number 847-931-6099

Contact Person Aaron Neal

Date of Project December 2024

\*\*\*\*\*

Municipality City of Gary

Address 401 Broadway

City, State, Zip Gary, IN 46402

Phone Number 312-391-5930

Contact Person William Allen

Date of Project August 2024

\*\*\*\*\*

Municipality City of Aurora

Address 44 E. Downers Place

City, State, Zip Aurora, IL 60507

Phone Number 630- 256-3417

Contact Person Michael Pegues

Date of Project January 2025

\*\*\*\*\*

Bidder's Name: Volunteer Supply Industries Ltd (VSI)

Signature & Date:  2/25/25

**CITY OF AURORA, ILLINOIS**

**CONTACT INFORMATION**

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

Customer Service/General Information: Ph: 630-282-4874

To place an order:

Name: Toya Simpson  
Ph: 815-914-8898 Fax: NA  
E-mail: tsimpson@volsupplyltd.com

Billing & Invoicing questions:

Name: Toya Simpson  
Ph: 815-914-8898 Fax: NA  
E-mail: tsimpson@volsupplyltd.com

Questions:

Name: Toya Simpson  
Ph: 815-914-8898 Fax: NA  
E-mail: tsimpson@volsupplyltd.com

Bidder's Name: Volunteer Supply Industries Ltd (VSI)

Signature & Date:  2/25/25

CITY OF AURORA, ILLINOIS

SUB-CONTRACTOR LIST

Company NOT APPLICABLE  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

\*\*\*\*\*

Company NOT APPLICABLE  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

\*\*\*\*\*

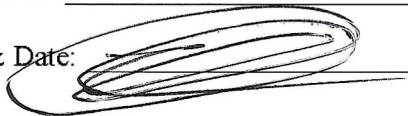
Company NOT APPLICABLE  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

\*\*\*\*\*

Company NOT APPLICABLE  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_

Bidder's Name: Volunteer Supply Industries Ltd (VSI)

Signature & Date:



2/25/25



## CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this 25 day of February, 2025 ("Effective Date"), for 25-109 Light Fixtures is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Volunteer Supply Industries Ltd (VSI) ("Bidder"), located at 105 E Galena Blvd, Suite 806.

WHEREAS, the City issued an Invitation to Bid 25-109 Light Fixtures; and

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

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

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

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Bidder's response to the BID, to the extent it is consistent with the terms of the BID, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

### Invitation to Bid 25-109

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. **Goods.** Bidder shall provide the products as described in the Specifications.

3. **Term.** This agreement is considered complete upon delivery of the Goods to the City.

4. **Compensation.**

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



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

## 5. Performance of Services.

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

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

## 6. Termination.

**Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days' notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up 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 Volunteer Supply Industries Ltd (VSI)

(SEAL)

By Roderick Young  
President – Contractor

ATTEST:

\_\_\_\_\_  
Secretary

(If a Co-Partnership)

\_\_\_\_\_

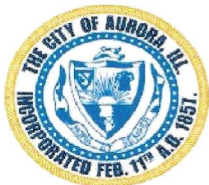
\_\_\_\_\_

\_\_\_\_\_  
Partners doing Business under the firm

\_\_\_\_\_  
Contractor

(If an Individual) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Contractor (SEAL)



## City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance 020-029 approved April 28, 2020.

- 1) Date Submitted: February 25, 2025
- 2) Name of Business: Volunteer Supply Industries Ltd (VSI)
- 3) Address of Local Office: 105 E Galena Blvd, Suite 806
- 4) City, State, Zip: Aurora, IL 60505
- 5) Company's Web Address: www.volsupplyltd.com
- 6) Phone: 630 282-4874 Fax: NA
- 7) County your Local Business is Located In: Kane

Submitted By (Signature):

Print Name and Title: Roderick Young President & CEO

Email Address: ryoung@volsupplyltd.com

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

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

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

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

Return completed application, with all required backup documentation to:

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

Or email to: PurchasingDL@aurora.il.us

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

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

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Letter Sent: \_\_\_\_\_

Denied: \_\_\_\_\_  
Initials: \_\_\_\_\_

**CITY OF AURORA, ILLINOIS  
INVITATION TO BID 25-109**

**LIGHT FIXTURES FOR ELECTRICAL DEPARTMENT**

**SUBMITTAL CHECKLIST**

In order to be considered responsive, Bidders must submit all of the following items in their **electronic bid proposal submission via the City's E Procurement System, OpenGov**.

Please include the following with your submission:

- Bidder's Certification
- Bidder's Tax Certification
- References
- Contact Information
- Sub-Contractors
- Agreement
- Local Vendor Preference Application (if applicable)