

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of Bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME United Rent-A-Fence, INC.

ADDRESS 1500 W Fullerton Ave

CITY/STATE/ZIP CODE Addison, IL 60101

NAME OF CORPORATE/COMPANY OFFICIAL FRANK ADAMO
PLEASE TYPE OR PRINT CLEARLY

TITLE E. V. P.

AUTHORIZED OFFICIAL SIGNATURE 

DATE 2/11/19

TELEPHONE (630) 543-9990

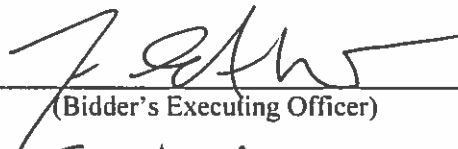
STATE OF ILLINOIS)
)
County of Kane) ss.


BIDDER'S TAX CERTIFICATION

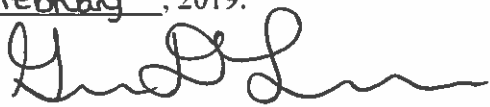
(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.


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

DATED this 11th day of February, 2019.

By 
(Bidder's Executing Officer)
FRANK ADAMO
(Name of Bidder's Executing Officer)
EVP
(Title)

ATTEST/WITNESS:
By 
Title President

Subscribed and sworn to before me this
11th day of February, 2019.

Notary Public

(SEAL) 

CITY OF AURORA AGREEMENT
19-04
SPECIAL EVENTS PARADE CROWD CONTROL BARRICADE RENTAL

THIS AGREEMENT, entered on this ____ day of _____, 2019 (“Effective Date”), for **Special Events Parade Crowd Control Barricade Rental** is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and UNITED RENT A FENCE, INC. (“Bidder”), located at 1500 N Fullerton Ave, Addison, IL 60101.

WHEREAS, the City issued a Bid **Special Events Parade Crowd Control Barricade Rental**.

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

WHEREAS, on _____, 2019, 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 19-04

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

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

3. **Term.** This Agreement will be for one (1) years, with optional two (2) one year extensions beginning May 2019, and unless sooner terminated in accordance with the terms contained herein, ends upon completion of the Services and the event season.

4. **Compensation.**

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

b. Schedule of Payment. The City shall pay the 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 upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within thirty (30) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) 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 UNITED RENT-A-fence, inc.

(SEAL)

By 
President – Contractor

ATTEST:


Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____ (SEAL)

_____ (SEAL)
Contractor



Cancellations made 24 hours or more in advance of the event date, will receive a 100% refund and NOT be charged a Cancellation fee.

CITY OF AURORA
REFERENCES
19-04


SPECIAL EVENTS PARADE CROWD CONTROL BARRICADE RENTAL

(Please Type)

Organization ABSOLUTE PRODUCTION SERVICES
Address 2142 W. WALNUT ST.
City, State, Zip CHICAGO, IL 60612
Phone Number (312) 226-6705
Contact Person DAN KRYGOWSKI
Date of Project OCT 2018 & OTHERS

Organization SPECIAL EVENT SERVICES GROUP
Address PO BOX 927
City, State, Zip LOMBARD, IL 60148
Phone Number (630) 776-3940
Contact Person SCOTT FISHER
Date of Project JUNE 2018 & OTHERS

Organization VILLAGE OF ROMEOVILLE
Address 900 W. ROMEO RD.
City, State, Zip ROMEOVILLE, IL 60446
Phone Number (815) 886-6236
Contact Person MARISSA CARAONI
Date of Project AUGUST 2018

Bidder's Name: UNITED RENT-A-FENCE, INC.
Signature & Date:  2/11/19

BID PROPOSAL FORM
BID 19-04
SPECIAL EVENTS PARADE CROWD CONTROL BARRICADE RENTAL

I/WE propose to provide crowd control barricade rental per the bid specifications at the net delivered price. The City reserves the right to award the bid cumulatively for all sections or individually.

2019 Events

Step Off Time	Date	Approximate Linear Feet	Total Price
Noon	Monday, May 27, 2019	6,500	\$ 9,750.00
11:00 a.m.	Sunday, June 9, 2019	6,500	\$ 9,750.00
10:00 a.m.	Thursday, July 4, 2019	6,500	\$ 9,750.00
11:30 a.m.	Sunday, July 28, 2019	6,500	\$ 9,750.00
10:30 am	Sunday, September 15, 2019	6,500	\$ 9,750.00
		Grand Total	\$ 48,750.00

2020 Events

Step Off Time	Date	Approximate Linear Feet	Total Price
Noon	Monday, May 25, 2020	6,500	\$ 9,750.00
11:00 a.m.	Sunday, June 14, 2020	6,500	\$ 9,750.00
10:00 a.m.	Saturday, July 4, 2020	6,500	\$ 9,750.00
11:30 a.m.	Sunday, July 26, 2020	6,500	\$ 9,750.00
10:30 a.m.	Sunday, September 13 or 20, 2020 (TBD)	6,500	\$ 9,750.00
		Grand Total	\$ 48,750.00

BID SUBMITTED BY

COMPANY UNITED Rent-A-Fence, INC.

BID PROPOSAL FORM
BID 19-04
SPECIAL EVENTS PARADE CROWD CONTROL BARRICADE RENTAL

2021 Events

Step Off Time	Date	Approximate Linear Feet	Total Price
Noon	Monday, May 31, 2021	6,500	\$ 11,375
11:00 a.m.	Sunday, June 13, 2020	6,500	\$ 11,375
10:00 a.m.	Sunday, July 4, 2020	6,500	\$ 11,375
11:30 a.m.	Sunday, July 25, 2020	6,500	\$ 11,375
10:30 a.m.,	Sunday, September 12 or 19, 2020 (TBD)	6,500	\$ 11,375
		Grand Total	\$ 56,875

Additional or reduced services to be calculated at \$ ^{1.50 - 2019} ^{1.50 - 2020} ^{1.75 - 2021} /per linear foot.

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

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

BID SUBMITTED BY

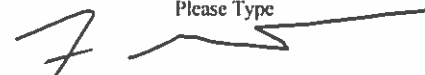
COMPANY United Rent-A-Fence, INC.

ADDRESS 1500 W Fullerton Ave

CITY, STATE, ZIP Addison, IL 60101

PREPARER'S NAME FRANK ADAMO
Please Type

CONTACT PERSON FRANK ADAMO
Please Type

AUTHORIZED SIGNATURE 

PHONE # (630) 543-7990 FAX # (630) 543-7992
Title

EMAIL Frank@unitarentafence.com DATE 2/11/19



City of Aurora

Purchasing Division • Finance Department • 44 E. Downer Place • Aurora, Illinois 60507-2067
(630) 256-3550 • FAX (630) 256-3559

Jolene Coulter
Director of Purchasing

DATE: February 7, 2019
TO: Prospective Bidders
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA INVITATION TO BID 19-04**
Special Events Parade Crowd Control Barricade Rental

This notice forms a part of the Invitation to Bid 19-04: Parade Crowd Control Barricade Rental for the Special Events Division. All other information pertaining to this Invitation to Bid shall remain the same.

Bidder must submit two (2) complete, sealed, signed and attested copies of the bid, one (1) of which shall be a complete bound copy and one (1) of which shall be complete, identical, unbound copy of the bid, 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. All copies shall be the forms with the original signatures.

Bid Proposals will be accepted until 2:00 pm, Wednesday, February 13, 2019 at the Office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507.

Please acknowledge this addendum with your bid proposal. Failure to do so may subject Bidder to disqualification.

Responses to questions received by 8:00 am, Tuesday, February 5, 2019:

- 1) Please provide bid results (or location where these results can be found-FOIA) from previous (2018 or previous) Special Events Crowd Control Barricade Rental RFP.

No previous bid was conducted regarding crowd control barricade rental.

- 2) What company provided these services for 2018? Was this company a "local preference" company/organization?

No, this company did not fall under the local preference. United Rent-A-Fence of Addison, Illinois provided barricade rental for 2018.

- 3) Does the City of Aurora have access to and/or can they provide a fork lift for use at these events; or is that the responsibility of the vendor?

It is the responsibility of the vendor.

- 4) Can the City provide staging areas for the barricade along the parade route? When (how far in advance) would these areas be available to stage barricade?

No, they are to be brought onsite the day of the event and removed immediately after the event.

- 5) You mentioned 5 events. 3 events using 4740' of barricade and 2 events using 6500' of barricade. However, in the bid proposal form you have 5 events at approximately 6500'. Please clarify.

Page 1 of Appendix A, 2.5.0 states that two parade routes are used and parade routes are subject to change. Our bid proposal form is asking for the larger route with an option underneath the price proposal which states "Additional or reduced services to be calculated at \$___/per linear foot to calculate the smaller route."

- 6) Does a COI need to be provided with the RFP? Or does the winner of the bid provide the proof of insurance/COI after the job has been awarded?

Certificate of Insurance will be required at time of award.

- 7) Please clarify "bound" vs. "non-bound" bid submissions. What type of "binding" are you looking for?

Bound is fixed together and enclosed. Binding would be with a paper clip, binder clip, folder, etc.

- 8) How many copies of the RFP submission would you like? I think I saw 2 and 3 in the RFP information.

Page 2 of the bid document states that "Bidder must submit two (2) complete, sealed, signed and attested copies of the bid."

End of Addendum