

CITY OF AURORA, ILLINOIS
INVITATION TO BID 18-46
PURCHASE OF UNMANNED AIRCRAFT SYSTEMS

BID PROPOSAL FORM

Bid Due Date & Time: 2:00 p.m. CST, Wednesday, September 12, 2018

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

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


Submitted By:

W.S. Darley Co.

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

No. 1, No. _____, No. _____, (Vendor to acknowledge addenda here.)

SUBMITTED BY

COMPANY W.S. Darley Co.
ADDRESS 325 Spring Lake Dr.
CITY, STATE, ZIP Itasca, IL 60143
AUTHORIZED SIGNATURE 
EMAIL mikemocerino@darley.com Title Robotics Manager
PHONE # (630) 363-7288 FAX # (630) 735-3560 DATE 9/11/18

CITY OF AURORA, ILLINOIS
INVITATION TO BID 18-46 R
PURCHASE OF UNMANNED AIRCRAFT SYSTEMS

BID PROPOSAL FORM

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

Complete requirements to purchasing (but not restricted) four DJI Matrice 200 unmanned aircraft systems including additional equipment as requested.

	UNIT COST	QUANTITY	TOTAL COST
DJI Matrice 200 UAS	\$ 3,647.06	4	\$ 14,588.24
DJI Zenmuse XT2 camera	\$ 6,670.00	2	\$ 13,340.00
DJI Zenmuse Z30 camera	\$ 2,042.86	2	\$ 4,085.72
DJI TB50 batteries	\$ 135.29	16	\$ 2,164.64
DJI Zenmuse X4S camera	\$ 564.71	4	\$ 2,258.84
DJI TB50 Battery Station	\$ 923.53	1	\$ 923.53
DJI Matrice 200 Propellers	\$ 16.47 per pair 8 (pairs) 4 (sets)		\$ 131.76
DJI Inspire 2 Remote Controller	\$ 460.00	1	\$ 460.00
Lume Cube 2-Pack Light Kit	\$ 149.99	3	\$ 449.97
Multicopter Lume Cube mounting kit	\$ 19.99	3	\$ 59.97
Go Professional Matrice Cases	\$ 719.00	3	\$ 2,157.00
Yaesu FTA-550L Radio	\$ 198.10	3	\$ 594.30
Firehouse Tech LED lights	\$ 36.99	9	\$ 332.91
UAV Blue Sunshade/Case	\$ 19.95	3	\$ 59.85
ML Kishigo Lime Class 2 Vest-XL	\$ 59.95	3	\$ 179.85
Sandisk 128GB Micro SD cards	\$ 31.99	6	\$ 191.94
Drone Aviation Corp FUSE tether system	\$ 11,999.00	1	\$ 11,999.00
Hoodman 5ft launch pad	\$ 99.99	3	\$ 299.97
Onsite Training per hour	\$ 100.00	8 hrs	\$ 800.00
DJI Shield Plus Service Plan	\$ 1,340.00		\$ 1,340.00
Net delivered price			\$ 56,417.49

Complete delivery of unit(s) will be received within 30 working days upon receipt of order.

CITY OF AURORA, ILLINOIS
INVITATION TO BID 18-46
PURCHASE OF UNMANNED AIRCRAFT SYSTEMS

BID PROPOSAL FORM (CONT'D)

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

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

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

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

SUBMITTED BY

COMPANY W.S. Darley Co.

ADDRESS 325 Spring Lake Dr.

CITY, STATE, ZIP Itasca, IL 60143

PREPARER'S NAME Mike Mocerino
Please Type

CONTRACT PERSON Mike Mocerino
Please Type

AUTHORIZED SIGNATURE  Robotics Manager

PHONE # (630) 363-7288 FAX # (630) 735-3560 Title Robotics Manager
DATE 9/11/18

EMAIL mikemocerino@darley.com

CITY OF AURORA, ILLINOIS
INVITATION TO BID 18-46

PURCHASE OF UNMANNED AIRCRAFT SYSTEMS

BID SUBMITTAL CHECKLIST

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "18-46 Purchase of Unmanned Aircraft Systems." In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

- ☒ Bid Proposal Form (Appendix D)
- ☒ Bid Specifications (Appendix A)
- ☒ Bidder's Certification (Page 1)
- ☒ Bidder's Tax Certification (Page 2)
- ☒ Contact Information (Appendix B)
- ☒ Reference List (Appendix C)

Original
W.S. Darley



CITY OF LIGHTS

Invitation to Bid 18-46

**PURCHASE OF UNMANNED AIRCRAFT SYSTEMS
FOR THE AURORA POLICE DEPARTMENT AND THE
INFORMATION TECHNOLOGY DIVISION**

BID PROPOSALS DUE

**Wednesday, September 12, 2018
at 2:00 p.m.**

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

CITY OF AURORA, ILLINOIS
INVITATION TO BID 18-46

PURCHASE OF UNMANNED AIRCRAFT SYSTEMS

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CITY OF AURORA, ILLINOIS
INVITATION TO BID 18-46

PURCHASE OF UNMANNED AIRCRAFT SYSTEMS

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CITY OF LIGHTS

RICHARD C. IRVIN
Mayor

Purchasing Division | Finance Department

CITY OF AURORA INVITATION TO BID 18-46

PURCHASE OF UNMANNED AIRCRAFT SYSTEMS FOR THE AURORA POLICE DEPARTMENT AND INFORMATION TECHNOLOGY DIVISION

The City of Aurora invites you to bid on the anticipated purchase of three (3) DJI Matrice 200 Unmanned Aircraft Systems and the necessary equipment for the Aurora Police Department to operate them and one (1) for the Information Technology Division.

Sealed Bids will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 pm, CST, Wednesday, September 12, 2018** to determine proposals for the anticipated above named purchase. Bids will be read publicly at 2:00 pm, in the City Council Chambers.

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

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

All proposals are to be submitted on the bid proposal form provided entitled: "Bid Proposal Form 18-46 Purchase of Unmanned Aircraft Systems."

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "18-46 Purchase of Unmanned Aircraft Systems."

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Tuesday, September 4, 2018. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, September 6, 2018. **NO** questions will be accepted or answered verbally. **No questions will be accepted or answered after the September 4, 2018 5:00 pm cut-off date/time.** It is the bidder's responsibility to check the website before submitting their bid.

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

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

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

CITY OF AURORA

Jolene Coulter
Director of Purchasing

BIDDER'S CERTIFICATION

I/We hereby certify that:

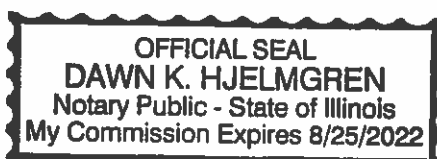
- A. A complete set of bid proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The 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 W.S. Darley & Co.
ADDRESS 325 Spring Lake Drive
CITY/STATE/ZIP CODE Itasca, IL 60143
NAME OF CORPORATE/COMPANY OFFICIAL Mike Mocerho
PLEASE TYPE OR PRINT CLEARLY
TITLE Robotics Division Manager
AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 9/11/18
TELEPHONE (630) 363-7288
FAX No. (630) 735-3560

Subscribed and Sworn to
Before me this 12th day
of September, 2018

[Signature]
Notary Public



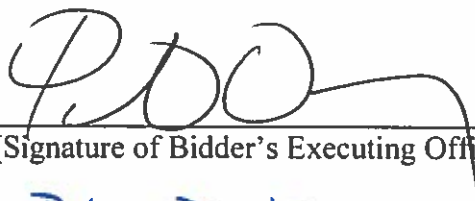
STATE OF ILLINOIS)
)
County of Kane) ss.

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.

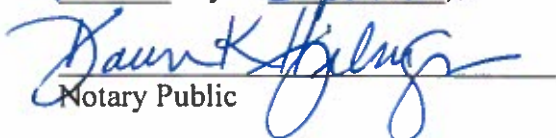
DATED this 11 day of September, 2018.

By 
(Signature of Bidder's Executing Officer)
Peter Darley
(Print name of Bidder's Executing Officer)
COO
(Title)

ATTEST/WITNESS:

By  Mike Mocerino
Title Robotics Manager

Subscribed and sworn to before me this
12th day of September, 2018.


Notary Public

(SEAL)



CITY OF AURORA, ILLINOIS
INVITATION TO BID 18-46

PURCHASE OF UNMANNED AIRCRAFT SYSTEMS

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

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

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

- d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the 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. It is suggested that Bidders allow a minimum of four days for delivery through U.S. mail, or Bid Proposals may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Bid Proposals. The City shall not be responsible for late delivery of your Bid by a third party courier. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.
- b. Any Bid Proposal received by the Office of the City Clerk **after 2:00 p.m. on Wednesday, September 12, 2018** shall be rejected and returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF BID PROPOSALS

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

05. 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, but all specification deviations must be clearly stated on the form provided in the Bid Package. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Bidder wishes to submit more than one Bid Proposal, each Bid Proposal, after the first, is to be considered an **alternate**. **THESE BID PROPOSALS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE PROPOSAL"**. The Purchasing Director will reject all deviations that amount to a 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.

Notification of the Bid Award will be made by the issuance of a purchase order.

11. PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Bid, within thirty (30) days of the receipt of the invoice.

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

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

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

PurchasingDL@aurora-il.org

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

or Mail to the following address:

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

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

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. All prices must be typewritten or written in black ink. (The party signing the Bid Proposal or his/her authorized representative must initial any alteration in ink.)

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. All signatures must be in ink.

When a corporation submits a Bid Proposal, its agent must present legal evidence that he has lawful authority to sign said Bid Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any 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, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Bid Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid Proposal forms shall be initialed by the person signing the Bid Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

22. 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).

23. DATA

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

24. COMPLIANCE WITH LAWS AND REGULATIONS

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

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

25. BONDS AND INSURANCE

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

26. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this 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. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Tuesday, September 4, 2018. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, September 6, 2018. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the September 4, 2018 5:00 pm cut-off date/time.** It is the bidder's responsibility to check the website before submitting their bid.

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

CITY OF AURORA, ILLINOIS
INVITATION TO BID 18-46

**PURCHASE OF UNMANNED AIRCRAFT SYSTEMS FOR
THE AURORA POLICE DEPARTMENT and INFORMATION TECHNOLOGY DIVISION**

BID PROPOSAL SPECIFICATIONS

Section 1. Project Introduction and Purpose

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

Purpose: The City of Aurora (hereinafter "the City") is accepting competitive sealed bids from qualified and authorized Vendors for the anticipated purchase of Unmanned Aircraft Systems consisting of the designated DJI products and the necessary equipment to operate them, for the Aurora Police Department and Information Technology Division.

Section 2. Minimum Qualifications

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

Approved Equal

If and wherever in the specifications reference is made to a brand name, catalog number, or use of a specific description as refer thereto, and etc., it is only for the purpose of establishing a grade and quality. Since the City does not wish to rule out other brands, the phrase "or approved equal" is added unless indicated as "NO SUBSTITUTION." An "approved equal" is identical, equivalent, or superior in grade or quality with these specifications that may be offered. The City will be the sole judge as to acceptability of an "Approved Equal."

General Requirements

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

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

Illinois Non-Appropriation Clause:

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

Termination for Clause:

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

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

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

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

Response Instructions

An original bid response, marked as "original" and two (2) complete paper copies shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "18-46 Unmanned Aircraft Systems." Your Bid may be mailed or hand delivered to:

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

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

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 5:00 pm, Tuesday, September 4, 2018. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, September 6, 2018. NO questions will be accepted or answered verbally. No questions will be accepted or answered after the **September 4, 2018, 5:00 am cut-off date/time**. It is the bidder's responsibility to check the website before submitting their bid.

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

Section 3. Product Specifications

The City of Aurora is seeking, but not restricted, to purchasing four (4) DJI Matrice 200 Unmanned Aircraft Systems and the equipment necessary to operate them.

All items shall be new and delivered pursuant the following service agreement requirements:

1. Face to Face Meeting for review/confirmation of purchase specifications prior to order being placed
2. Assurance of immediate and accurate order entry.
3. Status updates on order during manufacturing and prior to delivery.
4. Personal delivery of order within eight (8) weeks of order being placed:
 - a. Order will be confirmed for accuracy
 - b. On site testing of all equipment at delivery to confirm functioning status of equipment
 - c. On site training on operations of both the DJI Matrice 200, DJI Zenmuse XT2, DJI Zenmuse Z30, Zenmuse X4S and the tether system (Assembly, Pre-check, Start-Up, Flying, Landing, Disassembly etc)
 - d. Initial updates of firmware of all devices with city personnel and training on how to conduct any necessary updates
 - e. Assistance in installing DJI required software on City owned IPAD Mini's and coordination to ensure functioning with the DJI Matrice 200, DJI Zenmuse XT2, DJI Zenmuse Z30, Zenmuse X4S.
 - f. On site demonstration on use of Yaesu FTA-550L radio
 - g. On site training on installation/use of Lume Cube lighting kits
 - h. Demonstration on use of Go Professional Cases
 - i. On site training installation and use of Firehouse Tech LED Strobe Lights
 - j. On site personal demonstrations/training to be a minimum of 8 hours in length and to be held at the Aurora Police Department or a mutually agreed upon location in the Chicago suburban area.
5. Any necessary alterations will be made within thirty (30) days at no charge.
6. Follow-up by vendor within 30 days of delivery and again within 60 days after delivery to address any concerns that may arise.
7. All equipment shall be new and not previously issued and shall have their full original manufacturer's warranties in effect, if applicable.
8. Two years of a combination of in person and telephone based technical support (with response to the request for support within 1 business day)
9. Provide assistance in sending products back to manufacturer for warranty issues and/or to a certified repair center for any repairs that are needed, including for issues covered by the Enterprise Shield plan.
10. Includes the DJI Enterprise Shield Plus Service Plan, covering all DJI Matrice 200 UAS's and the sharing of the service among those Matrice 200 UAS's, purchased through this bid agreement. Said DJI Shield Plus Protection Plan to include an unlimited number of replacements (covering up to a minimum of \$5,000 in repairs), free overnight delivery, and backup device service. Also, covering replacement for water damage, crash and collision damage, signal interference and other accidents caused by user error.

Product Specifications – Unmanned Aircraft Systems and necessary equipment

1. DJI Matrice 200 (Part # CP.HY.000041) Unmanned Aircraft Systems which each include the following “in the box” items: 1(one) aircraft body, 1(one) Inspire 2 remote controller, 2(two) landing gear, 4(four) pairs of propellers, 2(two) TB50 intelligent flight batteries, 1(one) battery charger, 1(one) charging hub, 1(one) power cable, 1(one) USB cable (with double A ports), 1(one) 16GB MicroSD Card, 1(one) carrying case, 3(three) gimbal dampers, 1(one) propeller mounting plates, 1(one) vision system calibration plate, 4(four) battery insulation stickers
2. DJI Zenmuse XT2 (Part # ZXT2B09FR) 336X256 30hz 9mm Thermal by FLIR Cameras
3. DJI Zenmuse Z30 (Part # CP.ZM.000506) Zoom Cameras
4. DJI TB50 Part 2 (Part # CP.SB.000372) Intelligent Flight Batteries
5. DJI Zenmuse X4S (Part # CP.ZM.000497) Cameras
6. DJI Inspire Part 51 (Part # CP.BX.00000013.01) Battery Station (For TB50 batteries)
7. DJI Matrice 200 Part04-1760S (Part # CP.SB.000382) Quick Release Propellers
8. DJI Inspire 2 Part 04 Remote Controller (Part # CP.BX.000178.02)
9. Lume Cube (Part # LC-22B) 2-pack 1500 Lumen Light Kit
10. Multicopter Lume Cube mounting kits (Part # MCWH-LC-M200) for the DJI Matrice 200
11. Go Professional Cases (Part #GPC-DJI-M200) Professional Case for DJI Matrice 200 and accessories
12. Yaesu FTA-550L with standard package including: Li-Ion battery, 110V and 12VDC charger with cradle, Alkaline battery tray, Antenna, Belt clip, headset adapter, and USB programming cable.
13. Firehouse Tech Creestrobe Drone “ARC II” Red LED Strobe Lights
14. UAV Blue True Folding 7.9-8 inch Sunshade/Case for Ipad mini
15. ML Kishigo S5004 Lime Class 2 Performance Surveyors Vest with Custom Logo on back “FAA Licensed Drone Pilot” and “Do not Disturb” on back
16. SkyFire FSES Drop Systems
17. Sandisk Ultra 128GB Micro SDXC UHS-I Card with adapter
18. Drone Aviation Corp FUSE tether system for DJI Matrice 200
19. Hoodman 5 foot Drone Launch Pads

Product Specifications – APD Unmanned Aircraft Systems and Equipment

For the purposes of this bid proposal any and all products listed or approved equal, in the listed quantities and color.

QUANTITY:	MANUFACTURER:	PART NUMBER:	DESCRIPTION:	NOTES:
4	DJI	CP.HY.000041	DJI Matrice 200 which each include the following “in the box” items: 1(one) aircraft body, 1(one) Inspire 2 remote controller, 2(two) landing gear, 4(four) pairs of propellers, 2(two) TB50 intelligent flight batteries, 1(one) battery charger, 1(one) charging hub, 1(one) power cable, 1(one) USB cable (with double A ports), 1(one) 16GB MicroSD Card, 1(one) carrying case, 3(three) gimbal dampers, 1(one) propeller mounting plates, 1(one) vision system calibration plate, 4(four) battery insulation stickers	None
2	DJI	ZXT2B09FR	Zenmuse XT2 336X256 30hz 9mm Thermal by FLIR Cameras	None
2	DJI	CP.ZM.000506	Zenmuse Z30 Zoom Cameras	None
16	DJI	CP.SB.000372	DJI TB50 Part 2 Intelligent Flight Batteries	None
4	DJI	CP.ZM.000497	Zenmuse X4S Cameras	None
1	DJI	CP.BX.00000013.01	DJI Inspire Part 51 (Part #) Battery Station (For TB50 batteries)	None
4	DJI	CP.SB.000382	Matrice 200 Part04-1760S Quick Release Propellers	None
1	DJI	CP.BX.000178.02	Inspire 2 Part 04 Remote Controller	None
3	Lume Cube	LC-22B	2-Pack 1500 Lumen Light kit	None

Product Specifications – Unmanned Aircraft Systems and necessary equipment (CONT'D)

QUANTITY:	MANUFACTURER:	PART NUMBER:	DESCRIPTION:	NOTES:
3	Multicopter	MCWH-LC-M200	Lume Cube mounting kits for DJI Matrice 200	May substitute
3	Go Professional Cases	GPC-DJI-M200	Case for DJI Matrice and accessories	None
3	Yaesu	FTA-550L	Li-Ion battery, 110v & 12VDC charger with cradle, alkaline battery tray, antenna, belt clip, headset adapter and USB programming cable	None
9	Firehouse Tech	“ARC” II	High Intensity Cree LED Strobe Lights	3 Red/ 3 White/ 3 Blue
3	UAV Blue	True Folding 7.9-8 inch Sunshade/Case	Sunshade/Case for IPAD mini	None
3	ML Kishigo	S5004	Lime Class 2 Vest, size XL, with Custom writing on back “FAA Licensed Drone Pilot” and “Do not Disturb” on back	See APD for exact placement of custom writing
2	SkyFire	FSES	FSES Drop System for Matrice 200	None
6	Sandisk	Ultra SDXC UHS-I	128GB Micro SD cards with adapters	None
1	Drone Aviation Corp	FUSE	Tether System for DJI Matrice 200	
3	Hoodman	Launch Pad	5 Foot drone launch pads	None

CITY OF AURORA, ILLINOIS
INVITATION TO BID 18-46

PURCHASE OF UNMANNED AIRCRAFT SYSTEMS

CONTACT INFORMATION

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

Customer Service/General Information: Ph: 630-735-3500

To place an order:

Name: Mike Mocerino
Ph: 630-363-7288 Fax: 630-735-3560
E-mail: mikemocerino@darley.com

Billing & Invoicing question:

Name: SAA
Ph: _____ Fax: _____
E-mail: _____

Questions:

Name: SAA
Ph: _____ Fax: _____
E-mail: _____

Bidder's Name: Mike Mocerino

Signature & Date:  9/11/18

CITY OF AURORA, ILLINOIS
INVITATION TO BID 18-46


PURCHASE OF UNMANNED AIRCRAFT SYSTEMS

REFERENCES

(Please Type)
Organization Houston Fire Department
Address 1801 Smith St. 7th Floor
City, State, Zip Houston, TX 77002
Phone Number 832-714-5637
Contact Person Patrick Hagan
Date of Project June 2018

Organization El Paso Fire Department
Address 8600 Montana rd
City, State, Zip El Paso, TX 79925
Phone Number 915-212-5309
Contact Person Christopher Falcon
Date of Project May 2018

Organization Northlake Fire Department
Address 118 Parkview Dr.
City, State, Zip Northlake, IL 60164
Phone Number 708-243-3100
Contact Person Chief Rob Hjelmgren
Date of Project _____

Bidder's Name: W.S. Darley Co.
Signature & Date:  9/12/18



City of Aurora

A handwritten signature in black ink, appearing to be "JL" or similar, located in the top right corner of the page.

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: September 6, 2018
TO: Prospective Bidders
FROM: Jolene Coulter, Director of Purchasing
RE: **CITY OF AURORA INVITATION TO BID 18-46**
Purchase of Unmanned Aircraft Systems

This notice forms a part of the Invitation to Bid 18-46: Purchase of Unmanned Aircraft Systems for the Aurora Police Department and the Information Technology Division. All other information pertaining to this Invitation to Bid shall remain the same.

Please submit an original response and two (2) complete paper copies of your sealed bid proposal to the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507 no later than 2:00 pm, Wednesday, September 12, 2018.

Bidders are hereby instructed to use the attached revised Bid Proposal Form 18-46R. Failure to use the correct bid form may be considered non responsive.

Responses to questions received by 5:00 pm, Tuesday, September 4, 2018:

- 1) In the Product Specifications, there is a need for onsite training for a minimum of 8 hours. There is no spot to list this pricing on the Bid Proposal form. Should we add an area on that form? Or build that cost into the equipment.
Please use the revised bid form which lists the training separately.
- 2) In the Product Specifications, there is a requirement for DJI Shield Plus Service Plan. There is no spot to list this pricing on the Bid Proposal form. Should we add an area on that form? Or build that cost into the equipment.
Please use the revised bid form which lists the service plan separately.
- 3) Our company contacted SkyFire the company that provides the FSES Drop System. This system is currently only available for the Matrice 210 UAS.
Please use the revised bid form, this item has been removed from the request.
- 4) Lastly regarding the X4S camera, DJI is no longer manufacturing or distributing this model. The X4S is still being sold through other distribution channels but will eventually be phased out. At this time the next comparable camera model is the X5S. Would you like our company to offer substitute items for the products stated above?
The city is looking for the X4S camera as it meets our IT needs.