



## **Invitation to Bid 24-022**

### **ROOF TOP UNIT REPLACEMENTS**

**BID PROPOSALS DUE**

**Wednesday, March 6, 2024  
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 24-022

**ROOF TOP UNIT REPLACEMENTS**

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CITY OF AURORA, ILLINOIS  
INVITATION TO BID 24-022

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**CITY OF AURORA  
INVITATION TO BID 24-022  
ROOF TOP UNIT  
REPLACEMENTS**

The City of Aurora invites you to bid on the anticipated purchase, replacement and installation of Roof Top Units at three (3) City of Aurora Buildings.

Sealed Bid Proposals will be received at the office of the City Clerk, 44 E Downer Place, Aurora, Illinois 60507, until **2:00 pm, CST, March 6, 2024**. Proposals will be opened and read publicly at the above address at 2:00 pm, March 6, 2024 for those wishing to attend in person. The bid opening will also be live streamed; access details to be provided to all planholders.

The work shall consist of purchasing, removal and installation of up to seven (7) roof top units.

Attached please find specifications and other pertinent documents necessary for you to respond to this invitation to bid.

**A mandatory pre-bid meeting** will be held at 10:00 am, **Monday, February 19, 2024**. Bidders should meet at 1200 Indian Trail Rd, Aurora, IL 60506. Site visitation of each location will follow immediately thereafter. **Bidders must be present at the start of the meeting to qualify to bid on the project.**

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

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us). Questions will be accepted until **8:00 am, CST, Wednesday, February 21, 2024**. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.us/bids.aspx> by 4:00 pm, Friday, February 23, 2024. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after the February 21, 2024 8:00 am cut-off date/time.** It is the Bidder's responsibility to check the website before submitting their proposal.

All bid proposals are to be submitted on the Bid Proposal form provided entitled: "Invitation to Bid 24-022 ROOF TOP UNIT REPLACEMENTS."

Each bid proposal must be placed in an envelope, sealed, and clearly marked on the outside: "24-022 Invitation to Bid ROOF TOP UNIT REPLACEMENTS."

**The City of Aurora has a local preference ordinance that will apply to this contract.**

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

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

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

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

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

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

CITY OF AURORA

Jolene Coulter  
Director of Purchasing

## **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 business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The 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.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.  **Contractor shall check the box indicating that a copy of applicable program certification is attached.**
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- I. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/)

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

NAME OF CORPORATE/COMPANY OFFICIAL \_\_\_\_\_ PLEASE TYPE OR PRINT CLEARLY

TITLE \_\_\_\_\_

AUTHORIZED OFFICIAL SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_ Subscribed and Sworn to

TELEPHONE (\_\_\_\_\_)\_\_\_\_\_ Before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS      )  
                            )      ss.  
County of Kane           )

### **BIDDER'S TAX CERTIFICATION**

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_  
(Signature of Proposer's Executing Officer)

\_\_\_\_\_  
(Print name of Proposer's Executing Officer)

\_\_\_\_\_  
(Title)

ATTEST/WITNESS:

By \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
(SEAL)

## Apprenticeship or Training Program Certification

**Return with Bid**

*All contractors are required to complete the following certification:*

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

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

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

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

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

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

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Address: \_\_\_\_\_

Title: \_\_\_\_\_

## **CITY OF AURORA, ILLINOIS INSTRUCTIONS TO BIDDERS**

### **1. REQUIREMENTS OF BIDDER**

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

### **2. ACCEPTANCE OF BIDS**

- Bidder must submit an original bid response, marked as "original" and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.
- 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.

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

- The City of Aurora reserves the right at any time and for any reason to accept or reject any or all 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.
- 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 he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. Bid

Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract. The contract will be awarded to the 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.

### **3. RECEIPT OF BIDS**

- (a) It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Bids may be delivered to the Purchasing Division Office in person. Overnight courier is acceptable provided timely receipt of Bids. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that his Bid is received in the proper time.
- (b) Any Bid Proposal received by the Office of the City Clerk **after 2:00 p.m. on Wednesday, March 6, 2024** shall be rejected and returned unopened. **There will be no exceptions!**
- (c) All Bids must be submitted upon the blank forms attached herein with all blank spaces filled in and any alterations or erasures explained. Bids that contain any omissions, erasures, or alterations, or that contain any additions or omissions of items not called for in the Bid Package, or that contain irregularities of any kind, may be rejected as informal. Bids shall be in strict conformity with the Bid Package and any applicable Addenda. Only Bids which are made out upon the Bid Form will be considered. Partial or incomplete Bids will not be considered.

### **4. WITHDRAWAL OF BIDS**

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 at the Purchasing Division office 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.

### **5. BID DEPOSIT**

Each Bidder shall deposit with his Bid a Bid guarantee consisting of a bank draft, Bid bond, cashier's check, or certified check drawn on a good and solvent National or State Bank and payable

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

## **6. BOND AND INSURANCE**

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

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

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

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

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

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

## **7. CITY'S AGENT**

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

## **8. 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 or the compensation to the Bidder.

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

## **9. 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 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 contract.
- Unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- **Any proposer who owes the city money may be disqualified at the City's discretion.**

## **10. AWARD OF BID**

It is the intent of the City to award a contract to the lowest responsive responsible bidder meeting specifications. The City reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best

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

However, if the 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. PRICES**

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

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Bid Proposal or his/her authorized representative must initial any alteration in ink.)

## **12. DISCOUNTS**

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

## **13. PAYMENT**

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

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

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

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

**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!***

#### **14. TAXES**

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

#### **15. DEFAULT**

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by 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.

#### **16. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the City of any ambiguity, inconsistency or 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.

#### **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,

and expense. Acceptance shall not relieve the Bidder of its responsibility. Contractor and/or Bidder (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the City, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Bidder (as case may be) agrees that these warranties shall run to the City of Aurora, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

## **19. CANCELLATION**

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

## **20. SIGNATURES**

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

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

## **21. SPECIAL CONDITIONS**

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

## **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. 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. Bidder shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

## **24. REFERENCES**

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

## **25. ELIGIBILITY**

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

## **26. COMPLIANCE WITH LAWS AND REGULATIONS**

The 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.

## **27. PATENTED DEVICES, MATERIALS, AND PROCESSES**

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

## **28. PROTECTION AND RESTORATION OF PROPERTY**

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

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

## **29. INSURANCE AND HOLD HARMLESS PROVISION**

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within

ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left".

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

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

Worker's Compensation Insurance - Statutory amount.

- (1) 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
- (2) Auto Liability Insurance:
  - (a) Bodily injury with limits not less than \$1,000,000
  - (b) Property damage with limits not less than \$500,000
- (3) 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.

## **30. 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.

## **31. MINORITY PARTICIPATION**

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

## **32. 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 contract, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

## **33. RESPONSIBLE BIDDER**

Section 2-331(5) of the Aurora City Code requires that bidders for city contracts in excess of \$25,000 must participate in active apprenticeship and training programs approved and registered

with the United States Department of Labor's Bureau of Apprenticeship and Training to be considered a responsible bidder. A bidder must affirm such participation in the Bidder's Certification submitted with any bid. Furthermore, **the bidder must submit a copy of each applicable program registration certificate with his/her bid.**

#### **34. SUBLetting OR ASSIGNMENT OF WORK**

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

#### **35. PROSECUTION OF WORK**

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

#### **36. GUARANTEE AND MAINTENANCE OF WORK**

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

#### **37. CONTRACT**

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

## **38. INSURANCE CERTIFICATES**

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

## **39. 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.

## **40. TIME**

Bidder shall schedule its Work and that of its subcontractors to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, contractors 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, contractor or subcontractors. Bidder's sole remedy for delay shall be an extension in the contract time.

## **41. PRE-BID SITE VISIT**

A **mandatory pre-bid meeting** will be held at 10:00 am, Monday, February 19, 2024. Bidders should meet at 1200 Indian Trail Rd, Aurora, IL 60506. Site visitation of each location will follow immediately thereafter. **Bidders must be present at the start of the meeting to qualify to bid on the project.**

## **42. 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.us. Questions will be accepted until 8:00 am, Wednesday, February 21, 2024. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 4:00 pm, Friday, February 23, 2024. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the February 21, 2024 8:00 am cut-off date/time.**

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

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 24-022  
**CITY OF AURORA**  
**ROOF TOP UNIT**  
**REPLACEMENTS**  
**BID SPECIFICATIONS**

**Section 1. Project Introduction and Purpose**

Proposers are required to read and understand all information contained within the entire Invitation to Bid package. By responding to this BID, the Bidder agrees to have read and understand these documents. The City reserves the right to award the proposals individually or cumulatively to qualified and responsible Bidders.

**Purpose:** The City of Aurora, hereinafter (“City”), located in Kane, DuPage, Kendall and Will Counties, Illinois, is seeking proposals from qualified contractor(s) for all labor, materials, equipment and related work specified within this Bid for Roof Top Unit Replacements located at the Aurora Police Department, Animal Control Facility and the Downtown Services Facility. The City intends to replace a total of up to seven (7) Roof Top Units. **The Downtown Services Facility is included as an Alternate, and does not guarantee the work.**

**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. Each specification included in this package describes the services which the City feels is necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Bidder. The specification is not intended to exclude potential Bidders.

Bidders may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

All alternatives shall be separately listed and a justification shall be stated for such alternatives.

If the Bidder is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Bidder does not indicate alternatives to or deviations from the specifications, the City shall assume that the Bidder shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any such alternatives and deviations prior to reaching a decision on the awarding of a contract. The City shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better qualify or service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

The BID documents clearly identify certain issues where the City has left specification language open,

or where the City will consider alternatives. In these areas the City is instead soliciting proposals for further consideration, and may include specification language in some form in this contact. However, the City reserves the right to determine which specification language will be included.

## **General Requirements**

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

The awarded Bidder shall be issued 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 Cause**

This Bid proposal 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 Bid proposal 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 BID 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 BID is terminated due to the City's substantial failure to perform, the Bidder shall be paid for labor and expenses incurred to date, subject to offset of any damages, losses or claims against the City resulting from or relating to Bidder'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 Bidder 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 Bidder 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**

Bidder must submit an original bid response and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.

Sealed bid proposal will be accepted until 2:00 pm, Wednesday, March 6, 2024 at the following address:

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

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

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Wednesday, February 21, 2024. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 4:00 pm, Friday, February 23, 2024. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the February 21, 2024 8:00 am cut-off date/time.**

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

**PROPOSALS MAY NOT BE SUBMITTED ELECTRONICALLY.**

### **Section 3. Scope of Work**

The Contractor shall furnish all labor, materials, and equipment necessary for the complete demolition, removal, disposal, and replacement of Roop Top Units located at the Aurora Police Department, Animal Control Facility and the Downtown Services Facility. The City intends to replace a total of up to seven (7) Roof Top Units. **The Downtown Services Facility is included as an Alternate, and does not guarantee the work.**

#### **Specific Requirements**

##### **Location #1 – Aurora Police Department TAS; 1200 Indian Trail Road, Aurora, IL 60506**

###### **(Priority #1; to be completed 1<sup>st</sup>)**

- Contractor shall furnish all labor, materials, and equipment necessary for the complete demolition, removal, disposal, and replacement of Three (3) existing AAON RTU's New adapter curbs with transition, duct connections and all other material and labor necessary to complete the project.
- Contractor to supply crane, curb adapter with transition and economizer.
- Replace with Three (3) AAON RTU's
  - RTU #1 – AAON Model #- RN-005 (5 Ton)
  - RTU #2 – AAON Model #- RN-009 (9 Ton)
  - RTU #3 – AAON Model #- RN-008 (8 Ton)
- Contractor will be responsible for all necessary electrical work and roof repairs as needed for the RTU removal and replacements.
- Contractor will be responsible for providing Submittals and Drawings for the replacement RTU's and any additional work needed to complete the installation.
- Contractor will be required to supply and install duct detectors for all three (3) new units. Connections to Fire Alarm panel to be completed by City Fire Alarm Contractor.
- Completed installation to follow all City, State, Federal and Fire Codes.
- WARRANTY shall include at a minimum:
  - One (1) Year Parts & Labor

###### **Existing RTU's**

- RTU #1- AAON Model #- RM-A05-3-0-BA01-339 Part.NO 90775 Serial # 200808-AMGE44480 (5Ton)
- RTU #2 – AAON Model #- RM-008-3-0-EA09-349 Part.NO 90780 Serial # 200809-AMGH44472 (9 Ton)
- RTU #3 – AAON Model #- RM-008-3-0-BA02-342 Part.NO 90776 Serial # 200808-AMGH44469 (8 Ton)

##### **Location #2 – Animal Control Facility; 600 S River St, Aurora, IL 60506**

- Contractor shall furnish all labor, materials, and equipment necessary for the complete demolition, removal, disposal, and replacement of Three (3) existing RTU's, new adapter curbs with transition, duct connections and all other material and labor necessary to complete the project.

- Contractor to supply crane, curb adapter with transition and economizer.
- Replace with Three (3) Carrier 2018 IECC Code Compliant Rooftop Units RTU's
  - RTU #1- Carrier Model #- 48FCEM14A3A5-OAOAO (12.5 Ton)
  - RTU #2 – Carrier Model #- 48FCEM12A3A5-OAOAO (10 Ton)
  - RTU #3 – Carrier Model #- 48FCEM14A3A5-OAOAO (12.5 Ton)
- Replacement units must have the highest efficiency ratings possible.
- New RTU's must comply with (IECC) International Energy Conservation Code® and all regulations pertaining to the installation of High Efficiency Units.
- Contractor will be responsible for all necessary electrical work, gas hookups and roof repairs as needed for the RTU removal and replacements.
- Contractor will be responsible for providing Submittals and Drawings for the replacement RTU's and any additional work needed to complete the installation.
- Contractors will be required to supply and install duct detectors for all three new units. Connections to Fire Alarm panel to be completed by City Fire alarm contractor.
- Completed installation to follow all City, State, Federal, and Fire Codes.
- WARRANTY shall include at a minimum:
  - One (1) Year Labor
  - Ten (10) Year Heat Exchanger
  - Five (5) Year Compressor

#### Current RTU's

- RTU #1 - Lennox Model #- GCS 16-150-270-1Y Serial # 5602K00862 (2002) (12.5 Ton)
- RTU #2 – Lennox Model #- GCS 16-120-270-2Y Serial # 5602J00617 (2002) (10 Ton)
- RTU #3 – Lennox Model #- GCS 16-150-270-1Y Serial # 5602J08004 (2002) (12.5 Ton)

#### Location #3 – Downtown Services Facility; 339 Middle Ave, Aurora, IL 60506 **(ALTERNATE; not guaranteed)**

- Contractor shall furnish all labor, materials, and equipment necessary for the complete demolition, removal, disposal, and replacement of One (1) existing YORK MODEL NO; ZF036N08A2AAA2A and Installation to new location of New Carrier RTU.
- Contractor to provide and install a new package rooftop unit onto the main building above the west offices. Provide ducting and registers for all office areas. Includes gas piping to the unit, includes two (2) new toilet exhaust fans. Includes a stand-alone programmable thermostat.
- Install New Carrier Packaged Rooftop **CARRIER Unit Model # 48FC\*\*05**
- The replacement unit must have the highest efficiency ratings possible. Also be Equipped with BACnet card to allow control of HVAC system, BMS systems and other devices to allow them to connect to graphical interfaces for the end user. **CITY of AURORA OPERATING Tridium System**.
- New RTU's must comply with all (IECC) International Energy Conservation Code® and all regulations pertaining to the installation of High Efficiency Units.
- Contractor will be responsible for all providing Submittals Engineering and/or engineered

drawings; structural support for unit, sealing of roof penetration(s); and all electrical, and any additional work needed to complete the installation.

- Contractor will be required to supply and install duct detectors for the new unit. Connections to Fire Alarm panel to be completed by City Fire alarm contractor.
- Completed installation to follow all City, State, Federal, and Fire Codes.
- Contractor to supply crane, curb adapter with transition and economizer.
- WARRANTY shall include at a minimum:
  - One (1) Year Labor
  - Ten (10) Year Heat Exchanger
  - Five (5) Year Compressor

#### Current RTU

- York Model # ZF036N08A2AAA2A Serial # N1M2283543

#### **Other Requirements**

##### **Permits**

Contractor will be required to obtain all applicable permits. Local permit fees will be waived.

##### **Site Inspection**

Proposers shall visit the sites of the proposed work and fully acquaint themselves with the existing conditions to ensure a full understanding of the facilities, difficulties, restrictions and other factors that may affect execution and completion of the work covered by this proposal.

##### **Work Hours**

Monday – Friday from 7:00 am until 5:00 pm, unless prior arrangements have been made with the Project Manager.

##### **Award**

The City of Aurora reserves the right to award the bid to multiple vendors. The City may choose to award in part due to budget.

##### **Exhibit A**

Exhibit A is attached including Photos of the locations/RTU's in need of replacement.

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 24-022  
**ROOF TOP UNIT REPLACEMENTS**

**REFERENCES**

**(Please Type)**

Municipality \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Municipality \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Municipality \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

**CITY OF AURORA, ILLINOIS**  
**INVITATION TO BID 24-022**  
**ROOF TOP UNIT REPLACEMENTS**

**CONTACT INFORMATION**

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

Customer Service/General Information:      Ph:

To order service:

Name: \_\_\_\_\_  
Ph: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Billing & Invoicing question:

Name: \_\_\_\_\_  
Ph: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Questions:

Name: \_\_\_\_\_  
Ph: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

**CITY OF AURORA, ILLINOIS  
INVITATION TO BID 24-022  
ROOF TOP UNIT REPLACEMENTS**

**BID PROPOSAL FORM**

**Due Date & Time: 2:00 p.m. CST, Wednesday, March 6, 2024**

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

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

Submitted By: \_\_\_\_\_

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other BID documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the proposal 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 proposal 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, Respondent, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Specifications and the following addenda:

No.\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_\_, (Vendor to acknowledge addenda here.)

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

**CITY OF AURORA, ILLINOIS  
INVITATION TO BID 24-022  
ROOF TOP UNIT REPLACEMENTS**

**BID PROPOSAL FORM**

The City of Aurora, is seeking proposals from qualified contractor(s) for all labor, materials, equipment and related work specified within this Bid for Roof Top Unit Replacements located at the Aurora Police Department, Animal Control Facility and the Downtown Services Facility. The City intends to replace a total of up to seven (7) Roof Top Units. **The Downtown Services Facility is included as an Alternate, and does not guarantee the work.**

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

**All proposal prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt.** Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base proposal price will be accepted without written approval of the Purchasing Director.

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

**SUBMITTED BY**

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PREPARER'S NAME \_\_\_\_\_

Please Type

AUTHORIZED SIGNATURE \_\_\_\_\_

Title

EMAIL \_\_\_\_\_

PHONE #(\_\_\_\_)\_\_\_\_\_ FAX # (\_\_\_\_)\_\_\_\_\_ DATE \_\_\_\_\_

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 24-022  
**ROOF TOP UNIT REPLACEMENTS**

**BID PROPOSAL FORM**

“AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.”

(If an Individual)

Signature of Proposer \_\_\_\_\_ (SEAL)

**Business Address** \_\_\_\_\_

(If a Co-partnership)

Firm name \_\_\_\_\_ (SEAL)

Signed by \_\_\_\_\_ (SEAL)

**Business Address** \_\_\_\_\_

Insert Names  
and Addresses  
of all Members  
of the Firm  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a Corporation)

Corporate Name \_\_\_\_\_  
Signed by \_\_\_\_\_, President

**Business Address** \_\_\_\_\_

Insert (President) \_\_\_\_\_

CORPORATE SEAL \_\_\_\_\_ Names of (Secretary) \_\_\_\_\_

Officers (Treasurer) \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**CITY OF AURORA, ILLINOIS**  
**INVITATION TO BID 24-022**  
**ROOF TOP UNIT REPLACEMENTS**

**PROPOSAL FORM**

I/WE propose to provide all labor, materials, equipment and related work specified within this Bid for Roof Top Unit Replacements located at the Aurora Police Department, Animal Control Facility and the Downtown Services Building for the following delivered price.

<b>Aurora Police Department TAS (Priority #1)</b>			
	Cost	Proposed Make/Capacity	Leadtime
RTU 1		AAON Model #- RN-005 (5 Ton)	
RTU 2		AAON Model #- RN-009 (9 Ton)	
RTU 3		AAON Model #- RN-008 (8 Ton)	
<b>Sub-Total</b>			
<b>Animal Control (Priority #2)</b>			
	Cost	Proposed Make/Capacity	Leadtime
RTU 1		Carrier Model #- 48FCEM14A3A5-OAOAO (12.5 Ton)	
RTU 2		Carrier Model #- 48FCEM12A3A5-OAOAO (10 Ton)	
RTU 3		Carrier Model #- 48FCEM14A3A5-OAOAO (12.5 Ton)	
<b>Sub-Total</b>			
<b>Total Bid</b>			

<b>Downtown Services Facility (ALTERNATE, not guaranteed)</b>			
	Cost	Proposed Make/Capacity	Leadtime
RTU 1		Carrier Model #- 48FC**05 (?? Ton)	

Project can start within \_\_\_\_\_ working days upon receipt of purchase order.

Project will take \_\_\_\_\_ working days after start.

SUBMITTED BY

COMPANY \_\_\_\_\_

**CITY OF AURORA AGREEMENT FOR  
ROOF TOP UNIT REPLACEMENTS  
INVITATION TO BID 24-022**

**THIS AGREEMENT**, entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), for the ROOF TOP UNIT REPLACEMENTS (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and (“Proposer”), located at \_\_\_\_\_.

**WHEREAS**, the City issued an Invitation to Bid (“BID”) for the ROOF TOP UNIT REPLACEMENTS; and

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

**WHEREAS**, on \_\_\_\_\_, the City awarded a contract to Bidder.

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

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

Invitation to Bid 24-022

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 BID, attached hereto as Exhibit 1.

**3. Term.** Until completion of the services.

**4. Compensation.**

**a. Maximum Price.** In accordance with the BID, the maximum price for providing the Services shall be in accordance to 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. Price shall remain firm for the entire contract period.

**b. Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Appendix D. 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. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) Each invoice shall be accompanied by a statement of the Proposer of the percentage of completion of the Services through the date of the invoice.

## **5. Performance of Services.**

**Standard of Performance.** 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 the 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. Proposer shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Proposer or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

## **6. Termination.**

**Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days notice specifying the termination date. Upon completion of services, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

## **7. Miscellaneous Provisions.**

**a. Illinois Freedom of Information Act.** The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

**b. Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

**c. Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

**d. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**FOR CITY OF AURORA**

By: \_\_\_\_\_

ATTEST:

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City Clerk

(SEAL)

FOR \_\_\_\_\_

By \_\_\_\_\_

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME \_\_\_\_\_

(SEAL)

By \_\_\_\_\_  
President – Contractor

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(If a Co-Partnership)

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

\_\_\_\_\_  
Contractor

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

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

**CITY OF AURORA  
INVITATION TO BID  
24-022  
ROOF TOP UNIT REPLACEMENTS**

**EXHIBIT 1**

**(INVITATION TO BID)**

**CITY OF AURORA  
INVITATION TO BID  
24-022  
ROOF TOP UNIT REPLACEMENTS**

**EXHIBIT 2**

**(BID PROPOSAL FORM 24-022)**



## 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 O18-070, amended with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: \_\_\_\_\_
- 2) Name of Business: \_\_\_\_\_
- 3) Address of Local Office: \_\_\_\_\_
- 4) City, State, Zip: \_\_\_\_\_
- 5) Company's Web Address: \_\_\_\_\_
- 6) Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 7) County your Local Business is Located In: \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **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](mailto:PurchasingDL@Aurora.il.us)**

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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 24-022

**ROOF TOP UNIT REPLACEMENTS**

**SUBMITTAL CHECKLIST**

Each bid proposal must be placed in an envelope, sealed, and clearly marked on the outside: "24-022 ROOF TOP UNIT REPLACEMENTS." 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 Deposit
- Bidder's Certification (Page 1)
- Bidder's Tax Certification (Page 2)
- References (Appendix B)
- Contact Information (Appendix C)
- Agreement (Appendix E)
- Local Vendor Preference Application (if applicable)











