



City of Aurora, Illinois

Invitation to Bid 17-13

**UPS Battery Replacement and Preventative
Maintenance for the MIS Division**

BID PROPOSALS DUE

**Wednesday, March 15, 2017
at 2:00 p.m.**

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

CITY OF AURORA

INVITATION TO BID

TABLE OF CONTENTS

Invitation to Bid..... ii

Bidder’s Certification..... 1

Bidder’s Tax Certification..... 2

Instructions to Bidders..... 3

Specifications for Bid Appendix A

Reference List Appendix B

Bid Proposal Form Appendix C

Vendor Application Appendix D



ROBERT J. O'CONNOR
Mayor

**CITY OF AURORA
INVITATION TO BID 17-13
UPS BATTERY REPLACEMENT AND PREVENTATIVE MAINTENANCE**

The City of Aurora invites you to bid on the anticipated purchase of Uninterruptible Power Supply (UPS) Battery Replacement and 3-year preventative maintenance for the MIS Division.

Sealed Bids will be received at the Office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507-2067 prior to 2:00 p.m., on Wednesday, March 15, 2017 to determine proposals for the anticipated above named purchase.

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

All bids are to be submitted on the bid proposal form provided entitled: "Bid Proposal for UPS Battery Replacement and Preventative Maintenance for the MIS Division".

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "17-13 Bid Proposal for UPS Battery Replacement and Preventative Maintenance for the MIS Division.

Inquiries and/or questions pertaining specifications of this Bid Package shall be directed in writing to Ms. Joan M. Schouten, Director of Procurement, PurchasingDL@aurora-il.org, by **5:00 pm CST, Tuesday, March 7, 2017**. Questions may not be communicated by the telephone. Questions received after this date will not receive a response.

A response to questions will be posted to the City's Website at www.aurora-il.org/finance/purchasing/bid_invitation by 5:00 pm CST, Thursday, March 9, 2017. Therefore, all interested bidders should check the website from now through bid opening. **It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.**

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

Joan M. Schouten, MBA CPIM CPPB
Director of Procurement

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 operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____) _____

Subscribed and Sworn to

Before me this ____ day

of _____, 2017

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 contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2017.

By _____
(Signature of Bidder's Executing Officer)

(Print name of Bidder's Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2017.

Notary Public

(SEAL)

**CITY OF AURORA
INVITATION TO BID 17-13**

UPS BATTERY REPLACEMENT AND PREVENTATIVE MAINTENANCE

INSTRUCTIONS TO BIDDERS

01. 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; 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 one (1) 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 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 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 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.

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 his Bid Proposal is received in the proper time.
- b. Bid Proposals will be received by the Office of the City Clerk prior to **2:00 p.m. on Wednesday, March 15, 2017**. Any Bid Proposals received after the time/date 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 Procurement. 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. BOND AND INSURANCE

The Bidder awarded the contract will be required to furnish Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

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

07. CITY'S AGENT

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

08. 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 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.

09. 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 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 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 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.**

10. ALTERNATE BIDS

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 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 proposal package. The Director of Procurement 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, each Bid, after the first, is to be considered an **alternate**. **THESE BIDS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE BID PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE BID"**. The Director of Procurement will reject all deviations that amount to a material nonconformity with the specifications of the Bid.

11. AWARD

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; (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.

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.

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 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.)

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. TRADES

Whenever vehicles and/or equipment are offered for trade, if, in the opinion of the City, the price(s) offered is considered by the City to be too low, the City reserves the right to withdraw all or any of the equipment and adjust as the final bid offer, the difference.

15. 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.

16. PAYMENTS

The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract, within forty-five (45) 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 Procurement 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: Procurement Division
44 E. Downer Place
Aurora, IL 60507**

17. 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.

18. 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.

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

Each Bid 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. 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).

22. 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.

23. PERMITS AND LICENSES

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

24. PATENTS

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

25. REFERENCES

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

26. SEQUENCE

The **Bid form(s) shall be the top (1st) sheet(s) of the Bid proposal package** returned to the City for consideration. All other sheets and/or documentation shall follow.

27. 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 contract shall be governed by and construed according to the laws of the State of Illinois.

28. 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. The City may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk 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.

29. 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.

30. ROYALTIES AND PATENTS

Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the City harmless from loss on account thereof.

31. 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.

32. 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:

- (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.

33. 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.

34. SUBLETTING OR ASSIGNMENT OF WORK

The Bidder shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligation hereof. The workers on premise shall be employed by the contractor.

35. MINORITY PARTICIPATION

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

36. 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.

37. 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.

38. CONTRACT

The contract is for a three (3) year preventative maintenance plan for a period of **April 26, 2017 thru April 25, 2020**. An authorized company representative shall provide the required evidence of insurance at or before the execution of the purchase order, failure to provide required documents will be considered just cause for the annulment of the award of the bid.

39. 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.

40. 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 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.

41. MEDICAL AND EMERGENCY SERVICES

Contractor agrees to provide to all persons employed in the performance of the contract all necessary first aid, medical, surgical and hospital services as required by the laws of the State of Illinois from time to time in force.

42. 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.

43. QUESTIONS

Inquiries and/or questions pertaining specifications of this Bid Package shall be directed in writing to Ms. Joan M. Schouten, Director of Procurement, at PurchasingDL@aurora-il.org, by **5:00 pm CST, Tuesday, March 7, 2017**. Questions may not be communicated by the telephone. Questions received after this date will not receive a response.

A response to questions will be posted to the City's Website at www.aurora-il.org/finance/purchasing/bid_invitation by 5:00 pm CST, Thursday, March 9, 2017. Therefore, all interested bidders should check the website from now through bid opening.

It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

CITY OF AURORA
BID 17-13
UPS BATTERY REPLACEMENT AND
PREVENTATIVE MAINTENANCE

GENERAL SPECIFICATIONS:

1.0 Bid packet will include:

- One (1) original and Two (2) copies of bid packet.
- Warranty information on batteries.
- Proof of Eaton certification for technicians.
- History of company.
- Three (3) references.
- Completed Pricing Sheet (Bid Proposal Form)

2.0 Contact Information:

- ALL questions **MUST** be submitted in writing via e-mail with a subject line of “**UPS Battery and PM Bid Questions**” to Ms. Joan M. Schouten, Director of Procurement, at PurchasingDL@aurora-il.org, by **5:00 pm CST, Tuesday, March 7, 2017**.
- Questions will not be taken or answered, in person or over the phone.

3.0 Schedule:

- The deadline for submitting questions is **5:00 pm Tuesday, March 7, 2017**. No questions will be accepted after this date.
- Questions will be answered by 5:00 pm, **Thursday, March 9, 2017**.
- Bids are due in the City Clerk’s office prior to **2:00 PM Central Time on Wednesday, March 15, 2017**.
- No bids will be accepted electronically.

PREVENTATIVE MAINTENANCE (PM) PLAN REQUIREMENTS:

Three (3) Year Preventative Maintenance (PM) plan for all Uninterruptible Power Systems (UPS) listed (see Chart 1). The plan MUST include:

- Parts & Labor
- Unlimited Emergency Service Calls (7x24)
- Four (4) Hour Response Time
- Toll Free Hot Line Number
- One (1) PM per year (5x8)
- One (1) Battery inspection per year (5x8) for internal and external batteries, including any required battery replacement.

- All PM and repair work must be performed by Eaton certified technicians. Proof of certification must be provided with bid response.
- PM Contract will begin on **April 26, 2017**

BATTERY REPLACEMENT REQUIREMENTS:

Battery Replacement Bid will include:

- Replacement of all batteries in each UPS unit:
 - Water Treatment Facility – Internal only
 - AFD #8 – Include internal and external batteries for both units
- Only Original Equipment Manufacturer (OEM) batteries will be accepted.
- Proper disposal/recycling of old batteries within all Local, State, Federal, and Environmental Protection Agency laws and guidelines.
- A description of how batteries will be disposed of. The City of Aurora is a Green City, preference will be given to vendors who will recycle the batteries.
- Bidder is responsible for verifying battery part numbers.
- A copy of the battery warranty **must be included** with the bid response.

Chart 1:

<u>Unit</u>	<u>kVA</u>	<u>Serial Number</u>	<u># of Strings</u>	<u>Jars/Tray</u>	<u>Battery Model</u>	<u>Location</u>
Powerware 9355	30	EB312KXX10	6	18	PWHR1234W2FR	Water Treatment Facility 1111 Aurora Avenue Aurora, IL 60505
Powerware 9355	27	EA245KXX18	3	12	PWHR12120W3FR	AFD #8 3770 McCoy Drive Aurora, IL 60504
Powerware 9355	27	EA245KXX19	3	12	PWHR12120W3FR	AFD #8 3770 McCoy Drive Aurora, IL 60504
Powerware 9390-60 Blade UPS	60	TB271A0616	1	4	10305977-5591	City Hall
		TB232A0265	1	4	10305977-5591	44 E. Downer Place
		TB232A0266	1	4	10305977-5591	Aurora, IL 60505
		TB232A0267	1	4	10305977-5591	
		TB232A0268	1	4	10305977-5591	
		EBM/103005977-551	2	20	58700033	
		EBM/103005977-551	2	20	58700033	
		EBM/103005977-551	2	20	58700033	
		EBM/103005977-551	2	20	58700033	
		EBM/103005977-551	2	20	58700033	

**CITY OF AURORA
INVITATION TO BID 17-13**

UPS BATTERY REPLACEMENT AND PREVENTATIVE MAINTENANCE

REFERENCES

(Please Type)

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Organization _____

Address _____

City, State, Zip _____

Phone Number _____

Contact Person _____

Date of Project _____

Bidder's Name: _____

Signature & Date: _____

**CITY OF AURORA
 BID PROPOSAL FORM
 17-13
 UPS BATTERY REPLACEMENT AND
 PREVENTATIVE MAINTENANCE FOR THE FOR MIS DIVISION**

I/WE propose to furnish equipment as specified in the Specifications to Bid at the following net delivered price:

Battery Replacement and Removal Cost:

<u>Unit</u>	<u>Serial Number</u>	<u>Battery Model</u>	<u>Cost</u>
Powerware 9355	EB312KXX10	PWHR1234W2FR	\$ _____
Powerware 9355	EA245KXX18	PWHR12120W3FR	\$ _____
Powerware 9355	EA245KXX19	PWHR12120W3FR	\$ _____
Powerware 9390-60 Blade UPS	TB271A0616	10305977-5591	
	TB232A0265	10305977-5591	
	TB232A0266	10305977-5591	
	TB232A0267	10305977-5591	
	TB232A0268	10305977-5591	
	EBM/103005977-551	58700033	
	EBM/103005977-551	58700033	
	EBM/103005977-551	58700033	
	EBM/103005977-551	58700033	
	EBM/103005977-551	58700033	\$ _____
Total for Battery Replacement and Removal Cost:			\$ _____

Delivery within _____ days of receipt of order.

BID SUBMITTED BY:

COMPANY _____

**CITY OF AURORA
 BID PROPOSAL FORM
 17-13
 UPS BATTERY REPLACEMENT AND
 PREVENTATIVE MAINTENANCE FOR THE FOR MIS DIVISION**

I/WE propose to furnish equipment as specified in the Specifications to Bid at the following net delivered price:

Preventative Maintenance Costs (3-Year Contract):

<u>Unit</u>	<u>Serial Number</u>	<u>Location</u>	<u>Annual Cost</u>
Powerware 9355	EB312KXX10	Water Treatment Facility	\$ _____
Powerware 9355	EA245KXX18	AFD #8	\$ _____
Powerware 9355	EA245KXX19	AFD #8	\$ _____
Powerware 9390-60 Blade UPS	TB271A0616 TB232A0265 TB232A0266 TB232A0267 TB232A0268 EBM/103005977-551 EBM/103005977-551 EBM/103005977-551 EBM/103005977-551 EBM/103005977-551	City Hall	\$ _____
Total Annual Cost for Preventative Maintenance:			\$ _____

BID SUBMITTED BY:

COMPANY _____

**CITY OF AURORA
BID PROPOSAL FORM
17-13
UPS BATTERY REPLACEMENT AND
PREVENTATIVE MAINTENANCE FOR THE FOR MIS DIVISION**

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

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.

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.

Included with this Bid Proposal:

Bid Proposal Form: _____
Warranty Information: _____
Proof of Eaton Certification for Technicians: _____
Company History: _____
Reference Form: _____
Bidder's Certification: _____
Bidder's Tax Certification: _____

BID SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____

CONTACT PERSON _____

AUTHORIZED SIGNATURE _____

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

EMAIL: _____

APPENDIX D
VENDOR APPLICATION PACKET



CITY OF LIGHTS

ROBERT J. O'CONNOR
Mayor

Dear Vendor:

Thank you for your interest in doing business with the City of Aurora. Each year, the City buys a variety of products ranging from office supplies to equipment to a wide range of professional and technical services. These purchases are accomplished through the Purchasing Division of the City's Finance Department.

Vendors who wish to do business with the City of Aurora must first take steps to become aware of the materials, supplies, equipment or services sought by the City. Vendors should also register to receive notice of the City's procurement needs. To ensure you receive notice of the procurement activities most appropriate to you, please complete the enclosed Forms. Please be sure to provide a description of the products you offer on the Vendor Application form where indicated. The City sends copies of bid specifications to vendors registered for the specific products and services. We also advertise bids on our website at www.aurora-il.org/finance/purchasing/bid_invitation and in our local newspaper, the *Aurora Beacon News*. Most non-construction bid packages can be downloaded from the City's website.

The City of Aurora encourages the participation of businesses owned by minorities, women, and disabled persons (MWDP) in the City's procurement process as well as self-declared vendors. If you have obtained certification by one of the following programs and agencies, please provide a current certification certificate with your Vendor Application Form.

1. Illinois Unified Certification Program
2. Illinois Department of Central Management Services (CMS) Business Enterprise Program
3. Illinois Department of Transportation
4. Women's Business Development Center

If you have questions on how to become a vendor of the City, please call or write:

City of Aurora
Purchasing Division of the Finance Department
44 E. Downer Place
Aurora, Illinois 60505
630-256-3550

We look forward to doing business with you.

Sincerely,

Robert J. O'Connor



PROCUREMENT DIVISION

44 East Downer Place
Aurora, Illinois 60507

(630) 256-3550 (phone)

(630) 256-3559 (fax)

VENDOR APPLICATION FORM

Please fill in all spaces, Insert "NA" in blocks not applicable.
TYPE OR PRINT ALL ENTRIES.

Date: _____

COMPANY	HOW LONG IN PRESENT BUSINESS?
----------------	--------------------------------------

ADDRESS	CITY	STATE	ZIP
----------------	-------------	--------------	------------

CONTACT PERSON	PHONE AND EXTENSION	FAX NUMBER
-----------------------	----------------------------	-------------------

EMAIL ADDRESS

TYPE OF ORGANIZATION (Check Applicable) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	If Incorporated, indicate in which State
---	--

Year Established:	Number of Employees working in Aurora:
-------------------	--

CATEGORY (Check below the category which applies to the applicant)

<input type="checkbox"/> (A) Manufacturer or Producer	<input type="checkbox"/> (C) Retailer	<input type="checkbox"/> (E) Distributor
<input type="checkbox"/> (B) Wholesaler	<input type="checkbox"/> (D) Manufacturer's Agent	<input type="checkbox"/> (F) Service Establishment

TYPE OF PRODUCT/SERVICE REQUESTING TO BID ON:

NAMES OF OFFICERS, MEMBERS OR OWNERS OF CONCERN, PARTNERSHIP, ETC.

(A) PRESIDENT	(B) VICE PRESIDENT
---------------	--------------------

(C) SECRETARY	(D) TREASURER
---------------	---------------

(E) OWNERS OR PARTNERS

(F) IF (A) THRU (E) EMPLOYED BY STATE OR LOCAL GOVERNMENT STATE UNIT OF GOVERNMENT

TAXPAYER'S I.D. NO. FEIN _____ or S.S. No. _____ Completed W-9 Form required	INSURANCE INFORMATION (Check Applicable) LIABILITY INSURANCE: \$1,000,000 \$2,000,000 \$5,000,000 Other Minimum acceptable limits are \$1M per occurrence, \$2M general aggregate (some projects/bids may also require higher limits and/or excess liability coverage). It is required that the City of Aurora be named as a primary, non-contributory additional insured. Insurance Co. _____ Attach a copy of your current certificate of insurance
--	---

PERSON(S) AUTHORIZED TO SIGN QUOTES, PROPOSALS, BIDS AND CONTRACTS:

NAME	OFFICIAL CAPACITY

MINORITY/WOMEN/DISABLED BUSINESS

The City of Aurora has established a Procurement Development Program designed to encourage city procurement from businesses owned by minorities, women, and disabled persons (MWDP).

Please enclose a current copy of your minority status certification from one of the below agencies with this application to register as a minority group member.

- Illinois Unified Certification Program
- Illinois Department of Central Management Services (CMS) Business Enterprise Program
- Illinois Department of Transportation
- Women’s Business Development Center

MINORITY GROUP MEMBER Please check the applicable box(es).

NOTE: Do not complete this section unless you have attached a certification from one of the listed agencies.

Minority Business Enterprise

Women Business Enterprise

Disabled Business Enterprise

The City of Aurora also recognizes procurement actions with self-declared (non-certified) MWDP businesses. Please check the applicable box below.

- African American Hispanic American Native American Asian-Pacific American
- Women-Owned Disabled

References: Please provide name, address and phone number of references.

- _____
- _____
- _____
- _____
- _____

Signature of Person Authorized to Sign this Application

Name and Title of Person Signing (Type or Print)

USE BY CITY OF AURORA ONLY

VENDOR NUMBER:	APPROVED BY:	DATE:
COMMODITY CODE:	MINORITY STATUS:	



CITY OF LIGHTS

ROBERT J. O'CONNOR
Mayor

Procurement Division | Finance Department

Joan M. Schouten, MBA CPIM CPPB
Director of Procurement

**CITY OF AURORA
PURCHASE ORDER REQUIREMENT POLICY
ACKNOWLEDGEMENT FORM**

I/we hereby acknowledge and will comply with the following **Purchase Order Requirement Policy** of the City of Aurora.

All properly authorized purchases of the City of Aurora must be evidenced by the issuance of a purchase order. A city purchase order number must be reflected on a vendor's invoice in order to ensure that purchases are made by authorized individuals for appropriate municipal purposes.

Any invoice received by the City of Aurora which is not supported by a purchase order will not be accepted as a valid city obligation. The invoice will be returned to the vendor without the city processing it for payment. This policy does not restrict city employees from making purchases on behalf of the city government with a credit card.

*Notwithstanding the above, a city employee may make **emergency purchases** during non-business hours (i.e., without a purchase order) when goods or services are "urgently and imminently necessary for the preservation of life, health, and property." **Prior to allowing an emergency purchase on behalf of the city, a vendor must obtain authorization from a member of the city's Procurement Division Staff:***

Procurement Division 630-256-3550
Joan Schouten 630-688-0245
Jolene Coulter 708-846-8811

Company Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Contact:** _____

Signature _____ **Date:** _____

Print Name: _____

If you desire to receive purchase orders electronically, please provide your email address below:

Email Address: _____

Invoices may be submitted to the city's Procurement Division via email to: **PurchasingDL@aurora-il.org**.

City of Aurora, Procurement Division
44 East Downer Place
Aurora, Illinois 60507
Fax: 630-256-3559
Email: PurchasingDL@aurora-il.org

CITY OF AURORA
Electronic Funds Transfer Agreement

THE CITY OF AURORA (Purchaser) agrees to remit payment(s) to _____ (Seller) through electronic funds transfer (EFT) in accordance to the following terms and conditions:

1. This form is solely for authorization to remit payments via EFT in accordance with the National Automated Clearing House Association's Corporate Trade Payment Rules.
2. In order to ensure timely and accurate application of each EFT payment, you must submit your Bank Name, Account Name, Account Number, ABA Number, Account Type, and email for remittance notification.
3. The Purchaser will use Cash Concentration Disbursement (CCD) format to remit to the Seller's financial institution.
4. The Purchaser will provide email notification to the email address provided by Seller to help ensure each EFT submitted is accurately and promptly applied to the appropriate invoice(s).
5. Although submitting payment via EFT, Purchaser's payment terms will remain the same in accordance with the Illinois Local Government Prompt Payment Act, except that Purchaser shall not be liable for payments not made within the allotted time due to Seller's bank inability to receive EFT payments, including, without limitation, bank computer software/hardware related issues.
6. Any cash discount period shall extend to the date that the invoice is paid.
7. All EFT transactions will be for credit to City of Aurora account(s) only. Adjustments may be made against payments to compensate for payments made in error.
8. Either Purchaser or Seller may terminate the use of EFT by written notice to the other at least thirty (30) days before the desired termination date.
9. **Written notice to Purchaser shall be addressed to:** CITY OF AURORA PURCHASING
 44 E. Downer Place
 Aurora, IL 60507

Written notice to Seller shall be addressed to Seller Contact Information provided below.

10. **Seller Bank Information:** A voided check or bank documents showing the applicable bank name, routing number, account name and account number into which the funds are to be deposited **is required**. Deposit slips are not acceptable.

Email for remittance notification: _____
 City of Aurora Account No. with your institution (if applicable): _____

11. Seller Contact Information:

Name: _____ Title: _____
 Company Name: _____
 Phone: _____ Email: _____

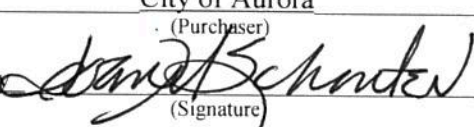
If you are able to meet all of the EFT requirements and you would like to proceed with being set-up via EFT payment, please sign and date below.

Agreed to:

Agreed to:

 (Seller - Company Name)
 By _____
 (Signature)

 (Print Name)
 Date _____

 City of Aurora
 (Purchaser)
 By 
 (Signature)

 Joan M. Schouten
 (Print Name)
 Date _____

For Purchasing Use Only	
Vendor No.	
Entered by:	

NOTE: Occasionally certain payments to the Seller may be used by the Purchaser to acquire reimbursements from a third party such as the Federal government. By signing this agreement, the Seller agrees, upon the Purchaser's request, to provide a notarized letter which is an acceptable proof of payment, noting the time of service, payment amount and project, if any.

REQUIRED: Please attach a voided check or bank documents showing the applicable bank name, routing number, account name and account number into which the funds are to be deposited. Deposit slips are not acceptable.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		CITY OF AURORA, ILLINOIS 44 E DOWNER PLACE AURORA, IL 60507-2067
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
Employer identification number																			

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.