

ALTORFER

"Original"

122520-01

July 14, 2021

CITY OF AURORA
ATTN: PURCHASING
44 E DOWNER PLACE
AURORA, IL 60507



To whom it may concern,

We would like to thank you for your interest in our company and our products and are pleased to quote the following for your consideration.

ONE (1) NEW CATERPILLAR MODEL: 926M SMALL WHEEL LOADER WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

STOCK NUMBER: TBO

SERIAL NUMBER: TBO

YEAR: 2021

SMU: 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. **In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.**

Sincerely,

Claudia Tonelli

Claudia Tonelli
Machine Sales Representative

ONE (1) NEW CATERPILLAR MODEL: 926M SMALL WHEEL LOADER WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

STANDARD EQUIPMENT

POWERTRAIN -Axle seal guards -Auto Idle shut down feature -Cat C7.1 ACERT engine -- Power modes (standard and performance) -- Power by range (high power in range 4) -- Tier 4 final/Stage IV compliant -- Turbocharged and aftercooled -- Filtered crankcase breather -- Diesel particulate filter -- Selective catalyst reduction -Coolant protection to -34C (-29F) -Differential lock in front axle -Dry type air cleaner -Enclosed wet disc full hydraulic brakes -Fuel priming pump, automatic -Fuel water separator -Hydraulically driven demand cooling fan -Hydrostatic transmission with electronic -control -- Operator modes (default, TC, hydrostat and -ice) -- Directional shift aggressiveness (fast, -medium, Slow) -- Rim pull control, adjust wheel torque -- Creeper control, adjust ground speed -Lubed for life driveshaft's -Parking brake, electric -Single plane cooling package wide 6 fins -per inch density -S-O-S port, engine, coolant, transmission -oil

HYDRAULICS -Automatic lift and bucket kickouts, -adjustable in-cab -Bucket and fork modes, adjustable in-cab -Cylinder damping at kickout and -mechanical end stops -Fine mode control (fast, medium, slow) -in Fork Mode -Hydraulic response setting (fast, -medium, slow) -Hydraulic diagnostic connectors and -S-O-S ports -Hydraulic sight gauge, visible -Load sensing hydraulics and steering -Seat mounted hydraulic joystick controls

ELECTRICAL -Alternator, 115-amp, heavy duty -12V power supply in cab (2) -Batteries, 1,000 CCA (2) 24 volt system, -disconnect switch -Back up alarm -Emergency shutdown switch -LED rear stop and turn lights -Heavy duty gear reduction starter -Product Link -Remote jump start post -Resettable main and critical function -breakers -Roading lights front and rear

OPERATOR ENVIRONMENT -75 mm (3 in) retractable seatbelt -Automatic temperature control -Cab, enclosed ROPS/FOPS pressurized -and sound suppressed -Cup holders -External heated mirrors with lower -parabolic -Ground-level cab door release -Gauges -- Digital hour meter, odometer and -tachometer -- Digital ground speedometer and -direction indicator -- Engine coolant temperature gauge -- Fuel and diesel exhaust fluid level -indicator -- Hydraulic oil temperature gauge -Hydraulic control lockout -Interior cab lighting, door and dome -Interior rearview mirrors (2) -Lunch box storage -Operator warning system indicators -Radio ready speakers -Rear window defrost, electric -Seat mounted electronic implement -controls, adjustable -Sliding glass on the side windows -Column mounted multi-function control -- lights, wipers, turn signal -Suspension seat, fabric -Tilt and telescope steering wheel -Tinted front glass -Wet arm wiper/washer, 2-speed and -intermittent, front -Wet arm wiper washer, rear

OTHER STANDARD EQUIPMENT -Large-access enclosure doors with -adjustable close/open force -Parallel lift loader linkage -Recovery hitch with pin -Remote mounted lubrication points -Vandalism protection- -lockable compartments



MACHINE SPECIFICATIONS

926M WHEEL LOADER	541-2670
LANE 3 ORDER	0P-9003
PREP PACK, UNITED STATES	430-2943
STEERING, STANDARD	430-2996
DIFFERENTIAL, LIMITED SLIP REAR	333-6527
ENVIRONMENT, STANDARD	536-5320
WEATHER, COLD START 120V	525-5964
ENGINE	527-0422
HYDRAULICS, 3V, CPLR READY, SL	541-3073
HYDRAULICS, STANDARD, SL	536-5281
LINES, AUX 3RD, STD LIFT	530-1623
JUMPER LINES, NONE	536-5339
LIGHTS, AUX, HALOGEN	559-0841
LIGHTS, ROADING, HALOGEN, RH	541-3066
CAB, DELUXE	549-0451
SEAT, DELUXE	563-5967
RADIO, BLUETOOTH, AUX, MIC	372-1868
PRODUCT LINK, CELLULAR PL641	565-0908
TIRES, 20.5R25 MX XTLA * L2	366-6896
FENDERS, STANDARD	366-8148
COUNTERWEIGHT, STANDARD	348-2579
TOOLBOX AUX	491-7922
KIT, SERIALIZED TECHNICAL MEDIA	0P-2491
RIDE CONTROL	430-2859
PACK, DOMESTIC TRUCK	0P-0210
QUICK COUPLER, FUSION	536-5313
BUCKET-GP, 2.7 YD3, FUS	360-3320
CUTTING EDGE, BOLT ON (4 PIECE)	8E-4566

QUICK COUPLER, FUSION**BUCKET-GP, 2.7 YD3, FUS**

WARRANTY & COVERAGE

Standard Warranty: 12 Months/Unlimited Hours Full Machine Standard Warranty

LIST PRICE	\$237,677.00
FREIGHT & DEALER PREP	\$2,120.00
GOVERNMENTAL DISCOUNT	(\$83,877.00)
NET BALANCE DUE	\$155,920.00
WAIVING MID YEAR PRICE INCREASE	(\$5,250.00)
AFTER TAX BALANCE	\$150,670.00

ADDITIONAL CONSIDERATIONS

- Delivery is 2-3 Weeks

F.O.B/TERMS:
City of Aurora
720 N. Broadway Avenue
Aurora, IL 60505

EXTENDED WARRANTY OPTIONS:

Options to Add Extended Warranties: You have the option to add extended machine warranty. We can tailor these options available to you however you want. Just tell us what you need, and we will do our best to meet or exceed your expectations. Here are just a couple of examples of some Extended Warranty options:

	Sell
Warranty	
926-48 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)	\$1,400.00
926-48 MO/3000 HR PREMIER (Tier 4)	\$2,820.00



ALTORFER
CAT

ALTORFER IND. PRODUCTS PURCHASE ORDER

Main Sales Office: 19001 S 88th Ave, Mokena, IL 60448-8177
 Branch: 1030 E Main St, East Dundee, IL 60118
 Branch: 590 Mayer St, Oglesby, IL 61348
 Branch: 5055 S Main St, Rockford, IL 61102
 Branch: 6400 Indianapolis Blvd, Hammond, IN 46320

Ph: (708) 326-6600 Fax: (630) 563-1991
 Ph: (847) 649-2199 Fax: (630) 563-1991
 Ph: (815) 883-3336 Fax: (815) 883-8043
 Ph: (815) 965-8631 Fax: (815) 965-1179
 Ph: (219) 932-6600 Fax: (219) 931-7513

Date:	7/14/2021	Salesman Name:	Claudia Tonelli	<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> RPO	<input type="checkbox"/> Conversion	<input type="checkbox"/> USED
Customer Name:	City of Aurora	Customer No:	0295000				
Address:	44 E Downer Place	F.O.B. POINT:	City of Aurora				
City, State, Zip	Aurora, IL 60507	Type of Work:	Municipality				
Phone:	630-256-3550	Will this equipment be used 50% or more of the time in the City of Chicago?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Sales Contact:	Jolene Coulter	Please Initial =====>					

Purchase Order No.	Support Contact:
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ID NO	TBD	MODEL	926M	S/N	TBD	Safe Price
2021 New Caterpillar 926M Small Wheel Loader						\$237,677.00
Specifications per quote #122520-01						
Freight & Dealer Prep						\$2,120.00
Governmental Discount						-\$83,877.00
Waiving Mid Year Price Increase						-\$5,250.00
To be delivered to 720 N. Broadway Ave in Aurora, IL						

Added Options:	
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Payment Terms:	Total Purchase Price	\$150,670.00
<input checked="" type="checkbox"/> Due Upon Receipt		
<input type="checkbox"/> Caterpillar Financial Terms:		
<input type="checkbox"/> Other Financial Terms:		

Bill of Sale for Property Taken In Trade (See terms and conditions row 16 for more information)					Sale Price After Trade Allowance	\$150,670.00
Year	Make	Model	Serial No	Allowance	EXEMPT	Sales Tax:
						\$0.00
					Rental applied:	\$0.00
					EM Solution:	\$0.00
					Payoffs:	\$0.00
					Other (Doc Fee):	\$0.00
					Balance Due:	\$150,670.00
					Cash with Order:	\$0.00
					Total Balance Payable:	\$150,670.00

Customer Signature:	WARRANTY ON EQUIPMENT EXTENDED BY SELLER
Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked. Extended Warranties start at delivery date. Note: Extended warranties start on Delivery Date. <input checked="" type="checkbox"/> NEW Standard Factory Warranty <input type="checkbox"/> Extended Warranty: 12 Months/Unlimited Hours Full Machine Standard Warranty <input type="checkbox"/> USED, As Is, Where Is <input type="checkbox"/> Note Special Agreements:	
<input type="checkbox"/> We, the Purchaser, understand that ANY warranty work is to be completed in an Altorfer facility only. For ANY warranty work completed "in the field" after the standard warranty expires, travel time and mileage charges will apply.	

EQUIPMENT MANAGEMENT AND PRODUCT LINK Your Machine(s) has been enrolled in the following EMSolutions: Level 3 Package to include Product Link installed and activated, VisionLink™ access and training, reports and recommendations, and PartStore™ access (new in territory sales only). 12 Month / 500 HR Level 4 Basic CVA, that will include one (1) PM2 Kit * (Does not include air filters, oil or labor. New in territory sales only) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Your agreement includes PM-2 500 hour parts kit customer value agreement (CVA)	
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RENTAL PURCHASE OPTION. Seller (retains a security interest in) (or leases) the above goods and Buyer agrees to execute a security agreement and note on the forms in current use by Seller

Payable as Follows: _____ monthly payments of \$ _____ each with first payment due on delivery and monthly thereafter except _____

☐ RPO- Rental Purchase Option: 100% of PAID invoices to apply toward the purchase price. Interest during rent is charged at current prime rate + 3% on unpaid balance. Repairs and mileage incurred during rental that are not covered by warranty will be added to the sale at time of conversion.

I hereby agree to be invoiced for the purchase of this machine the latter 30 days following the last rental invoice or on _____ according to the

Rental Purchase terms. Please Initial =====>

AUTHORIZED SIGNATURES Acceptance Recommended By Salesman: Claudia Tonelli Accepted this 14-Jul day of 2021 by Altorfer Claudia Tonelli Customer Signature _____ Title _____ Customer Print Name _____		This order is subject to the attached terms and conditions
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DATA GOVERNANCE CONSENT

The Data Governance Statement attached as Appendix A describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated workites—for example to enable Cat® Connect and other digital offerings. Please review the Caterpillar Data Governance Statement (also available at www.cat.com/data_governance_statement) regularly and with care. If Caterpillar updates the Caterpillar Data Governance Statement, Caterpillar may notify you as indicated in the Data Governance Statement.

Acknowledge and agree:

- That I have read, understand and consent to this Data Governance Consent Form and Caterpillar's Data Governance Statement;
 - That I hereby grant to Caterpillar and its affiliates (as defined in the Data Governance Statement), and each of their respective licensors, service providers, suppliers, subcontractors and distributors, a non-exclusive, worldwide, perpetual, paid-up, right and license, including the right to grant and authorize sublicenses through multiple levels, to access, use, process, manipulate, modify, compile with other data or works and/or create derivative works of, in accordance with the Data Governance Statement, any and all information that is collected, transmitted or further processed in accordance with the Data Governance Statement; that the foregoing license shall apply retroactively to the date on which such information was collected; and that the foregoing grant is made notwithstanding any more limited rights granted in any other agreements or understandings, including in any product manuals and other documentation related to Assets (as defined in the Data Governance Statement);
 - That, to the extent not prohibited by applicable law, Caterpillar may, from time to time, remotely access and program telematics or other devices installed on Assets, for any purpose including by way of example, (a) to install, or cause to be installed, updates and upgrades to software, firmware, or operating systems (for example, to enhance safety, security or improve operation of Assets) or (b) to introduce new features, and/or change the type and frequency of data transmitted through telematics devices (for example, to conduct remote troubleshooting and/or provide increased customer value); that, Caterpillar cannot guarantee that user preferences and configuration settings will be preserved following such an update, whether performed remotely or otherwise; that, to the extent not prohibited by applicable law, Caterpillar may perform such activities without further notification; and that I may withdraw my consent to the installation of updates and upgrades at any time or make other related requests to Caterpillar by contacting Caterpillar at CatConnectSupport@cat.com
- In the event that you transfer ownership, lease, use, or operation of any Assets, you should (i) notify the next owner, leaseholder, user or operator of such Assets of the terms of this Data Governance Consent Form and (ii) notify your dealer that you have transferred ownership, lease, use, or operation of the Assets and identify the person or entity to whom ownership, lease, use, or operation has been transferred.
- By signing below I voluntarily consent and agree to this Data Governance Consent Form:

Company

Represented by (Name)

Signature

Date

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. Seller may accept this order by shipment or delivery of the goods on or about the time fixed for delivery and without notice of by writing hereon or otherwise. Nonconforming goods shipped by Seller shall be offered only as an accommodation to the Buyer and not as an acceptance of this order. The pricing on this order shall expire if not accepted by Buyer within 15 days. If "Due Upon Receipt" was selected as the Payment Term on the first page of the Purchase Order, then payment shall be made by one of the following methods: cash, check, cashier's check, money order, wire transfer, ACH, or credit card, if payment is less than \$10,000.00. If Buyer does not take delivery of the products being sold hereunder within 15 days of tender, then Seller may resell the products and Buyer shall be liable for any lost profits and any other costs and expenses incurred by Seller.
2. Seller shall retain a purchase money security interest in the products being sold hereunder, and/or any substitution, additions proceeds until the entire amount due hereunder is paid in full. Seller may (a) execute, file and sign Buyer's name to a financing statement, (b) file a financing statement signed only by the Seller, and/or (c) file this Products Purchase Order as a financing statement, covering the equipment or goods delivered or to be delivered to Buyer under this order and/or goods sold on approval, sale or return or consignment, including any proceeds, and future advances. This order constitutes a reservation of title or a Security Agreement with reference to such transactions. In the event of any default by Buyer hereunder, Seller shall have all remedies of a secured party under the Uniform Commercial Code of Illinois in addition to any other rights or remedies available under law, including the right to all cost and expenses of enforcement and attorney fees.
3. When equipment necessary to fill this order is available, Buyer agrees, on demand, to execute and deliver to the Seller such notes, security agreements, leases and contracts as may be required by the Seller to evidence the transaction, including delivery of any trade-ins, cash or other consideration as required by this contract. In the event that the Buyer fails to do so, the entire balance of the purchase price shall, at the Seller's option, become immediately due payable.
4. Unless otherwise agreed in writing by Seller, delivery of the products under this order shall be made F O B point of shipment, with transportation expenses paid by Buyer. The risk of loss for products hereunder shall pass to Buyer when the products are delivered to a common carrier or to Buyer or are actually received by Buyer, whichever occurs first, and shall remain with Buyer until the products are returned and accepted by Seller. The risk of loss as to trade-ins shall pass to Seller upon actual receipt and acceptance. Buyer agrees to indemnify and hold Seller harmless from any and all damage or loss to the products from any causes, whether or not covered by insurance. Buyer agrees to maintain until the purchase price is paid in full, property damage and liability insurance covering the products sold hereunder and all trade-ins, naming Seller as a party insured in industry standard amounts and coverage's. Buyer shall provide evidence thereof upon request by Seller.
5. Used equipment is sold as-is, where-is, without any express or implied warranty of any kind whatsoever, specifically including, but not being limited to, any warranty of merchantability or fitness for a particular purpose. Latent defects may exist in used equipment and Buyer shall be solely responsible to inspect used equipment prior to purchase and become familiar with its operation. Buyer acknowledges that used equipment is not expected to perform as, or have all the safety features of, new equipment. Seller shall not be liable for any defective goods and will not in any event be liable for personal injury, property damage, casualty, and without limitation, any consequential, indirect or special damages arising therefrom.
6. Shipping dates are approximate and are based upon prompt receipt of all necessary information. Delay in delivery and non-delivery shall be excused by strikes, lockouts, work stoppages, unavailability of transportation, material security, government orders, war, national defense actions, fires, and other holocausts, delays in manufacturing, acts of God, and other causes beyond the control of Seller not limited by the foregoing. In the event of any such delay, the date of delivery shall be deferred for a period equal to the time lost by reason of the delay.
7. Suit by the Buyer on his remedies against Seller must be commenced within one year. No claim shall be made for shortages in shipment unless written notice therefore is sent to the Seller within 15 days after receipt of shipment. Seller shall not be liable for consequential, indirect or special damages resulting from failure to deliver or delay in delivery including without limitation losses with respect to construction or other contracts of Buyer. If Buyer defaults, Seller shall be entitled to all costs and expenses of enforcement, including reasonable attorney's fees.
8. The acceptance interpretation construction effect and performance of this order and any agreement resulting from its acceptance to be governed by the laws of Illinois. This order and Seller's acceptance of this order is specifically subject to Seller's final confirmation of full compliance with all applicable export laws, rules and regulations and Seller's receipt of any required licenses, permits and/or government approvals, etc. prior to shipment of any products hereunder.
9. This order and acceptance of this order is subject to corrections for arithmetic errors in computation.
10. This order and any acceptance hereunder shall constitute the entire agreement between the parties and supersedes all prior and contemporaneous negotiations, warranties, representations and dealings with respect to transactions covered herein. Modification, rescission or amendment of such agreement is ineffective unless approved in writing by an officer of Seller.
11. All warranties of the products sold hereunder are solely limited to the warranties of the separate manufacturers thereof as may be modified from time to time and Buyer acknowledges that Seller does not warrant the products. No representative of Seller has the authority to change the provisions of the standard warranty of any manufacturer or any provisions contained herein with respect to limitation of warranties and liabilities in any manner whatsoever. No representation as to the condition of the products being sold hereunder or their capabilities or fitness for a particular purpose by any representative of Seller shall be of any force or effect unless set forth herein in writing and signed by an officer of Seller.
12. Seller shall not be liable for any damages of any kind whatsoever resulting from the operation, possession or use of said products or resulting from the failure of said products, regardless of negligence or fault, including but not limited to any consequential, special, incidental or indirect damages of any kind or nature. In no event shall Seller's liability hereunder exceed the contract price of this order.
13. THE WARRANTY PROVISIONS AS SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. CITY OF CHICAGO. In the event more than fifty percent (50%) of the use of the Equipment will be in the City of Chicago, Lessee hereby agrees to pay Lessor the City of Chicago transaction tax payable by the Lessor to the City of Chicago as a result of this lease and any other taxes imposed by the City of Chicago on the Lessor as a result of this Lease. In the event there is due or becomes due from the Lessor to any other municipality a tax as a result of this Lease, Lessee hereby agrees to pay Lessor the amount of such tax. Taxes due from Lessee pursuant to this paragraph shall be paid to Lessor no later than the due date for such tax, and if such tax is payable monthly, then such tax shall be paid on the first day of each month of the term hereof along with the regular monthly rental payment for the Equipment.
15. Complimentary 1 year Equipment Management Solution includes: CCE - VisionLink plus oil samples / BCP - Vision Link, filter kit, oil samples / GCI - Condition Monitoring plus oil samples. The Product Link device contains a satellite transmitter that functions automatically without operator intervention. When electric/electronic detonators are used, this communication device should be deactivated within 40 feet of blast site. Refer to your machine operation and maintenance manual.
16. Bill of Sale - the customer hereby certifies that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is their sole and absolute property.



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 O20-029 approved April 28, 2020.

- 1) Date Submitted: 07/14/2021
- 2) Name of Business: Altorfer Industries, Inc. d/b/a Altorfer Cat
- 3) Address of Local Office: 1030 E. Main Street
- 4) City, State, Zip: East Dundee, IL 60118
- 5) Company's Web Address: altorfer.com
- 6) Phone: 800-333-5993 Fax: 630-279-6026
- 7) County your Local Business is Located In: Kane County

Submitted By (Signature):

Print Name and Title: Claudia Tonelli Machine Sales Representative

Email Address: claudia.tonelli@altorfer.com

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

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

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

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

Return completed application, with all required backup documentation to:

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

Or email to: PurchasingDL@aurora.il.us

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

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

Date: _____

Approved: _____
Letter Sent: _____

Denied: _____
Initials: _____

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

BID SUBMITTAL CHECKLIST

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "21-35 Purchase of One (1) Wheel Loader" In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

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

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

BID PROPOSAL FORM

Bid Due Date & Time: 2:00 p.m. CST, Wednesday, July 14, 2021

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:

Claudia Tonelli / Corey Nuchny, VP & CFO

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

No.____, No.____, No.____, (Vendor to acknowledge addenda here.)

Bidder's Name: Claudia Tonelli

Signature & Date:

Claudia Tonelli / Corey Nuchny, VP & CFO
7/14/2021

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

BID PROPOSAL FORM

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

Complete Requirements for One (1) Wheel Loader for the Water and Sewer Division.

\$ 150,670.00

Complete delivery of unit must be received within 21 working days upon receipt of order.

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

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

SUBMITTED BY

COMPANY Altorfer Industries, Inc. d/b/a Altorfer Cat

ADDRESS 1030 E. Main Street

CITY, STATE, ZIP East Dundee, IL 60118

PREPARER'S NAME Claudia Tonelli

Please Type

Corey Nuehring, VP & CFO

AUTHORIZED SIGNATURE 

VP & CFO

Title

EMAIL claudia.tonelli@altorfer.com

PHONE # (630) 360-0979

FAX # (630) 279-6026

DATE 07-14-2021

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

BID PROPOSAL SPECIFICATIONS

Section 1. Project Introduction and Purpose

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

Purpose: The City of Aurora (hereinafter "the City") is accepting competitive sealed bid proposals for the anticipated Purchase of One (1) Wheel Loader for the Water and Sewer Division.

Section 2. Minimum Qualifications

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

General Requirements

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

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

Illinois Non-Appropriation Clause:

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

Termination for Clause:

This Bid 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 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, marked as "original" 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.

**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 Bid by a third party courier. There will be no exceptions!

Inquiries and/or questions pertaining to the provisions and specifications of this bid proposal package, **including requests for equivalent consideration**, shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Tuesday, July 6, 2021. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, July 8, 2021. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the July 6, 2021 8:00 am cut-off date/time.**

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

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

Section 3. Specifications for Purchase of One (1) Wheel Loader for the Water and Sewer Division

The specifications are for One (1) Wheel Loader for the Water and Sewer Division.

The Wheel Loader shall be delivered to the owner within 120 days of contract commencement or as stated in the notice to proceed.

3.2 GENERAL

3.2.1 The specifications herein state the minimum requirements of the City of Aurora. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The city may consider as "irregular" or "non-responsive", any bid not prepared and submitted in accordance with the bid documents and specification, or any bid lacking sufficient technical literature to enable the City of Aurora to make a reasonable determination of compliance to the specification. It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (exception yes or no) will cause the proposal to be rejected, without review, as "non-responsive". All variances, exceptions, and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

3.2.2 EQUIVALENT PRODUCT: Bids will be accepted for consideration on any make and model that is equal to or superior to the specified equipment, as interpreted by the City of Aurora. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence, but will require an explanation at each deviation or substitution. **Any requests to deviate from the bidding specifications must be made in writing prior to 8:00 AM Tuesday July 6, 2021.**

3.2.3 INTERPRETATIONS: In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specifications documents or any part thereof. Every request for each consideration shall be made in writing to the City of Aurora. Based upon such inquiry, the City of Aurora may choose to issue an Addendum in accordance with local public contract laws.

3.2.4 GENERAL SPECIFICATIONS: Units described shall be new, unused, and of the current year's production. The Unit shall be of the latest design and in current production completely serviced, ready for work and shall include all standard and optional equipment as specified herein. All bidders must provide a demonstration of the unit they are bidding to the City of Aurora prior to bid date.

3.2.5 Bidders, on request of the City of Aurora, must be prepared to review their specifications with the City of Aurora and must, if requested, also be prepared to provide a similar unit for inspection by the City of Aurora. These services, if needed, are considered as part of the bidder's proposal and will be provided without cost or obligation to the City of Aurora.

3.3 DETAILED SPECIFICATIONS

The below specifications and corresponding part numbers are for a Caterpillar 926M Wheel Loader. If an alternative make and model wheel loader is proposed, it will be the proposer's responsibility to include in the bid a clear comparison between the specified and proposed machine.

In order for Aurora to consider an alternate to the Caterpillar 926M Wheel Loader specified, the following conditions must be met:

- Any proposed machine must be compatible with Caterpillar attachments, including plows, buckets, forks, and lifting booms.
 - There must be a facility capable of completely servicing and repairing the wheel loader that is within 50 miles of Aurora
- Caterpillar 926M Wheel loader 541-2670
 - Lane 3 Order 0P-9003
 - Prep Pack, United States 430-2943
 - Steering, Standard 430-2996
 - Differential, limited slip gear 333-6527
 - Environment, Standard 536-53202
 - Weather, cold start 120V 5 25-5964
 - Engine 527-0422
 - Hydraulics, 3V, CPLR Ready, SL 541-3073
 - Hydraulics, Standard, SL 536-5281
 - Lines, AUX 3RD, Std lift 530-1623
 - Jumper lines, None 536-5339
 - Lights, AUX, Halogen 559-0841
 - Lights, Roding, Halogen, RH 541-3066
 - Cab, Deluxe 549-0451
 - Seat Deluxe 563-5967
 - Radio, Bluetooth, Aux, Mic 372-1868
 - Product Link, Cellular PL641 565-0908
 - Tires, 20.5R25 MX XTLA*L2 366-6896
 - Fenders, Standard 366-8148
 - Counterweight, Standard 348-2579
 - Toolbox Aux 491-7922
 - Kit, Serialized Technical Media 0P-2491
 - Ride Control 430-2859
 - Pack, Domestic Truck 0P-210
 - Quick Coupler, Fusion 536-5313
 - Bucket – GP, 2.7 YD3, FUS 360-3320
 - Cutting Edge Bolt on (4 Pieces) 8E-4566

4.0 Standard Warranty: 12Months/Unlimited Hours Full Machine Standard Warranty

5.0 Delivery

Bidder must state delivery time in days at time of bid.

14-21 days, machine is currently in our inventory and subject to a prior sale.

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Exception: None
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No deviation from the bid specifications.

BIDDER'S CERTIFICATION

I/We hereby certify that:

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

COMPANY NAME Altorfer Industries, Inc. d/b/a Altorfer Cat

ADDRESS 1030 E. Main Street

CITY/STATE/ZIP CODE East Dundee, IL 60118

NAME OF CORPORATE/COMPANY OFFICIAL

Corey Nachring
PLEASE TYPE OR PRINT CLEARLY

TITLE

VP & CFO

AUTHORIZED OFFICIAL SIGNATURE



DATE

7/14/2021

TELEPHONE

(708) 326-5600

FAX No. ()

Subscribed and Sworn to

Before me this 14th day

of July, 2021

Susan M. Shultz
Notary Public



STATE OF ILLINOIS)
)
County of Kane) ss.

BIDDER'S TAX CERTIFICATION

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

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

DATED this 14th day of July, 2021.

By [Signature]
(Signature of Bidder's Executing Officer)
Cory Huebner
(Print name of Bidder's Executing Officer)
VP & CFO
(Title)

ATTEST/WITNESS:

By [Signature]
Title Sales & Supervision

Subscribed and sworn to before me this
14th day of July, 2021.

Susan M. Shultz
Notary Public

(SEAL)



CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

CONTACT INFORMATION

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

Customer Service/General Information: Ph: 800-333-5993

To place an order:

Name: Claudia Tonelli

Ph: 630-360-0979

Fax: 630-279-6026

E-mail: claudia.tonelli@altorfer.com

Billing & Invoicing question:

Name: Claudia Tonelli

Ph: 630-360-0979

Fax: 630-279-6026

E-mail: claudia.tonelli@altorfer.com

Questions:

Name: Claudia Tonelli

Ph: 630-360-0979

Fax: 630-279-6026

E-mail: claudia.tonelli@altorfer.com

Bidder's Name: Claudia Tonelli

Signature & Date:

Claudia Tonelli / Corey Muchny, VP & CFO

7/14/2021

CITY OF AURORA, ILLINOIS
INVITATION TO BID 21-35

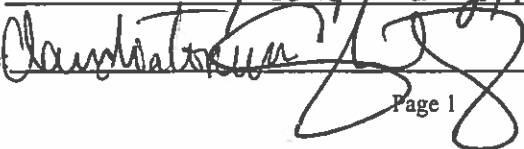
Purchase of One (1) Wheel Loader for the Water and Sewer Maintenance Division

REFERENCES

(Please Type)
Organization Bristol Transport, Inc.
Address 1 W Lake Street
City, State, Zip Northlake, IL 60164
Phone Number 708-343-6411
Contact Person _____
Date of Project _____

Organization Grainger
Address 3240 Mannheim Road
City, State, Zip Franklin Park, IL 60131
Phone Number 800-472-4643
Contact Person _____
Date of Project _____

Organization Future Environmental
Address 19701 S. 97th Avenue
City, State, Zip Mokena, IL 60448
Phone Number 708-479-6900
Contact Person _____
Date of Project _____

Bidder's Name: Claudia Tonelli / Corey Nuchter, VP & CFO
Signature & Date:  7/14/2021