



City of Aurora, Illinois
Request for Proposals RFP 20-45
Spoils Disposal Facility Services
For the Water and Sewer Maintenance Division

BID PROPOSALS DUE

Wednesday, September 9, 2020
at 5:00 p.m.

City of Aurora
Purchasing Division,
1st Floor
44 E Downer Place
Aurora, Illinois

CITY OF AURORA, ILLINOIS

REQUEST FOR PROPOSAL

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**CITY OF AURORA
REQUEST FOR PROPOSALS 20-45
EXCAVATED SPOILS DISPOSAL SERVICES**

The City of Aurora is issuing this Request for Proposal (RFP) to interested Disposal Facilities for the yearly disposal of approximately 5,000 tons of soil combined with construction and demolition debris that cannot be considered uncontaminated either due to the material having a pH of less than 6.5 or greater than 9.0 or because the material exceeds one or more of maximum allowable concentrations of chemical constituents as defined in 35 IAC 1100 Subpart F. This material is generated by the City during various underground repairs and projects in public rights of way in proximity to both industrial/commercial and residential sites.

The RFP will be available on Monday, August 24, 2020 and may be obtained online at <https://www.aurora-il.org/bids.aspx>.

Inquiries and/or questions pertaining to the provisions and specifications of this proposal package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 12:00 pm, Tuesday, September 1, 2020. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 5:00 pm, Thursday, September 3, 2020. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the September 1, 2020 12:00 pm cut-off date/time.** It is the proposer's responsibility to check the website before submitting their Proposal.

Sealed Proposals must be received by the City of Aurora Purchasing Division, 1st Floor, City of Aurora, 44 E. Downer Place, Aurora, IL 60507 no **later than Wednesday, September 9, 2020 at 5:00 pm CST.** RFP's received after the closing time and date will be returned unopened. No bid bond is required.

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

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

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

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

CITY OF AURORA
Jolene Coulter
Director of Purchasing

PROPOSER'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 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 Proposer 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 (____)_____

FAX No. (____)_____

Subscribed and Sworn to

Before me this ____ day

of _____, 2020

Notary Public

STATE OF ILLINOIS)
) ss.
County of Kane)

PROPOSER'S TAX CERTIFICATION

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

Proposer deposes, states and certifies that Proposer 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 Proposer 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 _____, 2020.

By _____
(Signature of Proposer's Executing Officer)

(Print name of Proposer's Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this
_____ day of _____, 2020.

Notary Public

(SEAL)

**CITY OF AURORA, ILLINOIS
INSTRUCTIONS TO PROPOSERS**

01. REQUIREMENTS OF PROPOSER

The successful Proposer 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 Proposal Package; (c) carry insurance acceptable to the City covering public liability, property damage and workers compensation; and (d) pay workers in accordance with the Illinois Department of Labor's schedule of Prevailing Wage Rates for the county in which the work is performed.

02. ACCEPTANCE OF PROPOSALS

- a. Proposer must submit an original Proposal response, marked as "original" and one (1) PDF copy on a flash drive, 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. Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of Proposals. Proposals shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the Proposal. The Proposal shall include the legal name of the Proposer, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Proposer to a contract. Name of person signing should be typed or printed below the signature.

Envelopes containing Proposals must be sealed and addressed to the City of Aurora Purchasing Division. The name and address of the Proposer 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 Proposals or portion thereof, or accept an alternate Proposal. The City reserves the right to waive any immaterial defect in any Proposal, or technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best Proposals for ninety (90) days from the opening date. Proposer agrees to 2 | Page accept a notice of award, if selected, based on the terms of this 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 Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.
- d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the Proposal, will also be considered. No Proposal will be considered unless the Proposer 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. 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 Proposer.

In determining the responsibility of any Proposer, the City may take into account other factors such as past records of its or other entities transactions with the Proposer, 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 Proposer 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 Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF PROPOSALS

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Proposals may be delivered to the Office of the Purchasing Division in person. Overnight courier is acceptable provided timely receipt of Proposal. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that his Proposal is received in the proper time.

Proposals must be mailed to the Purchasing Division office located at 44 E. Downer Place, Aurora, IL 60507. City Hall is open to the public on Monday, Wednesday and Fridays. but is accepting deliveries Monday through Friday 8:00 am – 5:00 pm.

- c. Any Proposal received by the Purchasing Division **after 5:00 p.m. on Wednesday, September 9, 2020** shall be rejected and returned unopened. **There will be no exceptions!**

04. WITHDRAWAL OF PROPOSALS

Proposers are cautioned to verify their Proposals before submission. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal or modification of the Proposal after it has been opened. Proposers may not withdraw their 3 | Page Proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a Proposal must be in writing and properly signed. Proposers may, however, without prejudice, modify or withdraw its Proposal by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which Proposal proposals were to be submitted. Following withdrawal or modification of its Proposal, Proposer may submit a new Proposal, provided it is received by the City Clerk prior to the proposal due date. No proposal will be opened which is received after the time and date scheduled for the Proposals to be received.

05. PROPOSAL DEPOSIT

The requirement to submit a proposal deposit shall be waived for this purchase.

06. BOND AND INSURANCE

The requirement of a labor and material payment and performance bond will be waived for purposes of this contract.

Public Liability Insurance and Workers Compensation Insurance must be provided; all of which shall be acceptable to the City of Aurora.

Proof of liability insurance coverage through a reputable, recognized carrier shall be provided at the time of acceptance and signing of the contract and shall remain current for the duration of the contract. The City of Aurora, by showing and substantiating sufficient proof of incompetence, negligence, poor or substandard workmanship which would cause unwarranted damage or deterioration of either premises, contents or appendages, reserves the right to terminate said Contractor without recourse from the City by successful Contractor.

07. CITY'S AGENT

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

08. INVESTIGATION

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer 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 Proposer.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal 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 Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the contract, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed themselves, because of their failure to have so informed himself prior to the submission. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Proposal 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 Proposal for all contingencies. Before any award is made of the contract to the Proposer, the Proposer may be required to, upon request of the City, furnish information concerning their performance record in their capacity to complete the Work in an efficient and timely manner.

09. PROPOSER CAPABILITY

The City reserves the right to require of the Proposer proof of their capability to perform as required by the specifications. However, prequalification of the Proposer shall not be required. The City may, at its option, disqualify a Proposer and reject their proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Proposers.
- Receipt of more than one Proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- Unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.

- Violation of any of City of Aurora's ordinances
- Be engaged in current litigation with the City of Aurora
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- Any proposer who owes the city money may be disqualified at the City's discretion.

11. AWARD OF PROPOSAL

It is the intent of the City to award a contract to the most responsive responsible Proposer meeting specifications. The City reserves the right to determine the lowest responsive responsible Proposer 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 Proposal specifications; (b) price; (c) qualifications of the Proposer, 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 Proposer modifies limits, restricts or subjects their proposal to conditions that would change the requirements of the Proposal, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the Proposal.

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 Proposal, or their authorized representative must initial any alteration in ink.)

13. DISCOUNTS

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

14. TAXES

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

15. PAYMENTS

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

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

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

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

PurchasingDL@aurora-il.org

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

or Mail to the following address:

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

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors. EFT is fast, simple, safe and secure and is ***our preferred method of payment!*** Please contact our office to get set up.

16. 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 Proposer, 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 Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

17. CANCELLATION

The City reserves the right to cancel the whole or any part of the contract if the Proposer fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Proposer 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

18. SIGNATURES

Proposals must be signed by the Proposer with his/her usual signature. Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink. When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Proposer, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Proposals 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. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

19. SPECIAL CONDITIONS

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

20. PERMITS AND LICENSES

The successful Proposer shall obtain all permits and licenses which may be required to complete the contract. Permit fees will be waived for City services.

24. REFERENCES

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Proposal. Listing must include company name, contact person, telephone number and date purchased. All Proposers, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Proposer and all employees who will work on the project may be made. Proposers 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 Proposer, including low Proposer, and may void any contract previously entered into based on its background investigation.

27. COMPLIANCE WITH LAWS AND REGULATIONS

The Proposer 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 nondiscrimination, 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 themselves or their employees.

28. PATENTED DEVICES, MATERIALS, AND PROCESSES

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

31. SUBLETTING OR ASSIGNMENT OF WORK

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

32. MINORITY PARTICIPATION

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

34. PROSECUTION OF WORK

The Proposer 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 Proposer shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Proposers Certification, and for all wage rate and hour regulations and applications.

35. GUARANTEES AND WARRANTIES

The Proposer 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 Proposer 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.

CITY OF AURORA

Appendix B

I. GENERAL INFORMATION, TERMS AND CONDITIONS

A. SELECTION PROCESS

- A.01 General Purpose: Procurement for landfill disposal of soil generated during water and sewer repairs as well as general construction activities for various projects within the City of Aurora
- A.02 Response to Request: The disposal facility shall submit a response to the RFP which will be evaluated by a panel of engineering and legal professionals. The highest ranking disposal facility may be further evaluated with meetings with City staff if deemed necessary as part of the selection process.
- A.03 Submission Requirements: Three (3) copies of the RFP are requested. The following items should be included as part of the submittal:
- The price per ton for disposal of the material. These prices should include any taxes, fees, host fees, or surcharges by any local, state or federal agency.
 - A list of all rules, regulations and operating requirements for users of the disposal facility. This list should include the requirements for documentation including waste profile sheet and/or waste characterization.
 - Any additional analytical testing required by the disposal facility for material excavated in public rights of way in proximity to either residential or industrial/commercial soil.
 - An address for the physical location of the proposed disposal facility.
 - A copy of the current Illinois EPA permit(s) for the disposal site if applicable.
 - A detailed description of the disposal services being proposed to include all the general conditions stated in the General Specifications attached.
 - Identification of the principal parties and a brief description of their qualifications to fulfill the proposed contract.
 - A detailed list, including the current status of all Notice of Violation, Compliance inquire letters or other administrative enforcement actions issued by any environmental regulatory agency including but not limited to the Illinois Environmental Protection Agency during the last two years. This information will be used to evaluate the general quality of the disposal facility operation proposed.

- A summary of the special and hazardous waste that has been disposed of or which is currently approved for disposal in the proposed landfill during the life of the site. This information will be used by the City's legal and technical staff to evaluate the risk of being involved in the event that any regulatory agency requires a site cleanup.
- A written certification in a form acceptable to the City stating that there are no known or potential releases to the environment of hazardous waste constituents resulting from disposal at the proposed disposal facility.
- Be able to provide a certificate of insurance naming the City of Aurora as additional, non-contributory insured if selected as a disposal facility site for the City.

B. TERMS AND CONDITIONS

B.01 Reserved Rights: The City of Aurora reserves the right at any time and for any reason to cancel this disposal facility procurement process, to reject any or all RFP's or to accept an alternative RFP. The City and/or staff may seek clarification from any offer at any time and respond promptly if there is cause for rejection.

B.02 Incurred Costs: The City of Aurora will not be liable in any way for any costs incurred by consultants in replying to this Request for Proposal.

B.03 Criteria for Selection: The disposal facility selection shall be based upon an evaluation of the firm's RFP by a selection committee. The selection committee shall consist of a panel of engineering and legal professionals employed by and/or working on behalf of the City of Aurora.

The committee will evaluate the information submitted, including but not limited to: the unit cost for disposal, distance from the City of Aurora, analytical requirements, and other factors such as current compliance with the IEPA and other agencies.

B.04 Confidentiality: All submissions submitted by the disposal facility shall be confidential and may not be discussed or shared.

C. SUBMITTAL CONTENT

C.01.1 The Disposal Facility: Provide Main Contact Information

C.01.2 Terms and Conditions: List any terms and conditions, which may apply to a contract and are not included in this request.

C.01.3 Abbreviated Disposal Requirements: Provide a summary of all documentation and analytical information required for soil from the City of Aurora to be disposed of at the disposal facility.

PROPOSAL SUBMITTAL CHECKLIST

Each Proposal must be placed in an envelope, sealed, and clearly marked on the outside: “20-45 Spoils Disposal Facility Services for the Water & Sewer Division.” In order to be considered responsive, the Proposer must submit all of the following items in their sealed envelope:

- _____ Detailed Technical Specifications (Appendix B)
- _____ References (Appendix D)
- _____ Contact Information (Appendix E)
- _____ Bid Proposal Form (Appendix F)
- _____ Proposer’s Certification (Page 1)
- _____ Proposer’s Tax Certification (Page 2)

Appendix D
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 _____

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA
Appendix E

CONTACT INFORMATION

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

Customer Service/General Information: Ph: _____

To place an order:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Questions:

Name: _____

Ph: _____ Fax: _____

E-mail: _____

Proposer's Name: _____

Signature & Date: _____

CITY OF AURORA

Appendix F

BID PROPOSAL FORM

**To: *City of Aurora*
 Purchasing Division
 44 E Downer Place
 Aurora, Illinois 60507**

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

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

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

SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

AUTHORIZED SIGNATURE _____

Title

EMAIL _____

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

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

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

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

Proposer's Name: _____

Signature & Date:_____