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Invitation to Bid 23-88

CITY OF AURORA FIRE DEPARTMENT FIRE HOSES

BID PROPOSALS DUE

Wednesday, September 20, 2023 at 2:00 p.m.

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

City of Aurora Fire Department Fire Hoses

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City of Aurora Fire Department Fire Hoses

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Purchasing Division | Finance Department

CITY OF AURORA INVITATION TO BID 23-88 City of Aurora Fire Department Fire Hoses

The City of Aurora invites you to bid on the anticipated purchase of fire hoses for use at the City of Aurora Fire Department.

Sealed Bids will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until 2:00 p.m., CST, Wednesday, September 20, 2023 at which time they will be opened and read publicly in the 5th floor conference room at the above address and will also be accessible via a non-mandatory teleconferenced and live streamed bid opening to determine proposals for the anticipated above named purchase.

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

All proposals are to be submitted on the bid proposal form provided entitled: "Bid Proposal Form 23-88 City of Aurora Fire Department Fire Hoses."

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "23-88 City of Aurora Fire Department Fire Hoses"

Inquiries, alternate product submissions, and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Friday, September 8, 2023. Questions will be answered via addendum and posted to the City's website at https://www.aurora.il.us/bids.aspx by 5:00 pm, Monday, September 11, 2023. NO questions will be accepted or answered verbally. No questions will be accepted or answered after the September 8, 2023 8:00 am cut-off date/time. It is the bidder's responsibility to check the website before submitting their bid.

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

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

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

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

CITY OF AURORA

Jolene Coulter
Director of Purchasing

I/We hereby certify that:

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

COMPANY NAME Air One Equipment, Inc.
ADDRESS 360 Production Drive
CITY/STATE/ZIP CODE South Elgin, IL 60177
NAME OF CORPORATE/COMPANY OFFICIAL Sandra M. Frey PLEASE TYPE OR PRINT CLEARLY
TITLE President
AUTHORIZED OFFICIAL SIGNATURE Andra M. How
DATE 09/08/2023 TELEPHONE (847) 289-9000 FAX No. (847) 289-9001 Subscribed and Sworn to Before me this 14th day of September 2073 Notary Public OFFICIAL SEAL MARTIN J SVIHRA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/25/24
Page 1
STATE OF ILLINOIS)

)

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 September	, 2023.
	Signature of Bidder's I Sandra M. Frey (Print name of Bidder's President	
	(Title)	
ATTEST/WITNESS: By		
Subscribed and sworn to before me this day of September, 2023. Notary Public	s	
(SEAL) OFFICIAL SFAI		

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MY COMMISSION EXPIRES:07/25/24

City of Aurora Fire Department Fire Hoses

INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed Bid in writing with the City of Aurora covering matters and things as are set forth in the Bid Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF BID PROPOSALS

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

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

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

• Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the Bid and execute the Work should the Bid be awarded to them. Bid Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the Bid.

The Bid will be awarded to the lowest responsive responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The Bidder will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

03. RECEIPT OF BID PROPOSALS

- a. It is suggested that Bidders allow a minimum of four days for delivery through U.S. mail, or Bid Proposals may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Bid Proposals. The City shall not be responsible for late delivery of your Bid by a third party courier. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.
- b. Any Bid Proposal received by the Office of the City Clerk after 2:00 p.m. on Wednesday, September 20, 2023 shall be rejected and returned unopened. There will be no exceptions!
- c. All bids bust be submitted upon the blank forms attached herein with all blank spaces filled in and any alterations or erasures explained. Bids that contain any omissions, erasures, or alterations, or that contain any additions or omissions of items not called for in the Bid Package, or that contains irregularities of any kind, may be rejected as informal. Bids shall be in strict conformity with the Bid Package and any applicable Addenda. Only Bids which are made out upon the Bid Form will be considered. Partial or incomplete Bids will not be considered.

04. WITHDRAWAL OF BID PROPOSALS

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

Bidder may submit a new Bid Proposal, provided it is received by the City Clerk prior to the bid proposal due date. No bid proposal will be opened which is received after the time and date scheduled for the Bid Proposals to be received.

05. BID DEPOSIT

No Bid Deposit Required.

06. CITY'S AGENT

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

07. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Bidder.

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

08. BIDDER CAPABILITY

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

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

- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- Any Bidder who owes the city money may be disqualified at the City's discretion.

09. ALTERNATE PROPOSALS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated. Bidders are to submit the alternate product for prequalification by September 8, 2023 at 8:00 am. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Bidder wishes to submit more than one Bid Proposal, each Bid Proposal, after the first, is to be considered an alternate. THESE BID PROPOSALS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE PROPOSAL". The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the Bid Proposal.

10. AWARD

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

If the Bidder modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the bid, this would be considered a conditional or qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the bid.

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

11. PAYMENT

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

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

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

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

Purchasing DL@aurora.il.us

or Mail to the following address:

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

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

12. PRICES

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

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

13. DISCOUNTS

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

14. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

15. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

16. **DEFAULT**

Time is of the essence of this bid and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Bid by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

17. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.

18. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

19. REGULATORY COMPLIANCE

Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

20. CANCELLATION

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

21. SIGNATURES

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

When a corporation submits a Bid Proposal, its agent must present legal evidence that he has lawful authority to sign said Bid Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any Bid is executed that it is authorized to do business in the State of Illinois. Bidders by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be

shown below the signature. Bid Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid Proposal forms shall be initialed by the person signing the Bid Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

22. ELIGIBILITY

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

23. DATA

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

24. COMPLIANCE WITH LAWS AND REGULATIONS

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

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

25. BONDS AND INSURANCE

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

26. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this Bid, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Bid, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Bid

will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

27. 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 Bid, 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.

28. LOCAL BIDDER PREFERENCE

O20-029 approved April 28, 2020 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

29. MINORITY PARTICIPATION

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

30. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the Bid as specified in the specifications after the execution and acceptance of the Bid, 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 Bid.

31. TIME

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

32. QUESTIONS

Inquiries, alternate product submissions, and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Friday, September 8, 2023. Questions will be answered via addendum and posted to the City's website at https://www.aurora.il.us/bids.aspx by 5:00 pm, Monday, September 11, 2023. NO questions will be accepted or answered verbally. No questions will be accepted or answered after the September 8, 2023 8:00 am cut-off date/time. It is the bidder's responsibility to check the website before submitting their bid.

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

City of Aurora Fire Department Fire Hoses

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 City of Aurora Fire Department Fire Hoses for use at the City of Aurora.

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.

Bidders, on request of the City of Aurora must be prepared to review their specifications with the City of Aurora.

Equivalent Product

Bids will be accepted for consideration on any make that is equal to or superior to the specified product as interpreted by the City of Aurora. Alternate product submissions must be submitted by September 6, 2023 at 8:00 am. 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.

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 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, alternate product submissions, and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Wednesday, September 6, 2023. Questions will be answered via addendum and posted to the City's website at https://www.aurora.il.us/bids.aspx by 5:00 pm, Thursday, September 7, 2023. NO questions will be accepted or answered verbally. No questions will be accepted or answered after the September 6, 2023 8:00 am cut-off date/time. It is the bidder's responsibility to check the website before submitting their bid.

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

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

Section 3. Specifications for Fire Department Fire Hoses

The City of Aurora desires to enter an agreement with one qualified vendor to provide Key Brand Fire Hoses in accordance with the terms and conditions of this Invitation to Bid for the City of Aurora Fire Department.

General Specifications;

Item A: Key Brand 4 Inch Pro-Flow Weight Supply Hose RC40-500

• Eighty-Six (86) 100 Foot Lengths

Item B: Key Brand 4 Inch Pro-Flow Weight Supply Hose RC40-500

• Fifteen (15) 50 Foot Lengths

Item C: Key Brand 4 Inch Pro-Flow Weight Supply Hose RC40-500

• Fifteen (15) 25 Foot Lengths

Item D: Key Brand 2 1/2 Inch TRU-ID Double Jacket Rubber Lined Attack Hose DP25-TRU

Three Hundred Ninety-Two (392) 50' Lengths

Item E: Key Brand 1 3/4 Inch FDNY Big-10 DP-18-800-FDNY

One Hundred Fifty-Four (154) 50' Lengths

Pricing must stay the same for six (6) months.

Delivery Location:

75 N Broadway Aurora, IL 60505

Warranty Information:

Warranty Information must be provided with Bid Proposal Form.

CITY OF AURORA, ILLINOIS

INVITATION TO BID 23-88

City of Aurora Fire Department Fire Hoses

CONTACT INFORMATION

Vendor shall provid	e the foll	owing contact information	assigned to	o service the City of Aurora acco
Customer Service/G	ieneral In	formation: Ph: 847-2	289-9000	
To place an order:	Name:	John Dinnsen		
	Ph:	224-856-7724	Fax:	847-289-9001
	E-mail	jdinnsen@aoe.net		
Billing & Invoicing	Name:	Brianne Hagg 847-289-9000	Fax:	847-289-9001
	E-mail	bhagg@aoe.net		
Questions:				
	Name:	John Dinnsen		
	Ph:	224-856-7724	Fax:	847-289-9001
	E-mail	jdinnsen@aoe.net		<u></u>

Bidder's Name: AIR ONE EQUIPMENTING: BY SANDRA FREY

Signature & Date: PRESIDENT 9/14/2023

Page 1

Appendix B

City of Aurora Fire Department Fire Hoses

BID PROPOSAL FORM

	Bid Due Date & Time: 2:00 p.m. CST, Wednesday, September 13, 2023
То:	City of Aurora City Clerk's Office 44 E Downer Place Aurora, Illinois 60507
The fo	ollowing offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.
Subm	Air One Equipment, Inc
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, (Vendor to acknowledge addenda here.)
Bidder	Sandra M. Frey
Signati	ure & Date: Bridge M. Frey 9/14/2023

City of Aurora Fire Department Fire Hoses

BID PROPOSAL FORM

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

Item #	Description	Cost	Delivery Cost	Total Cost
A	Key Brand 4 Inch Pro- Flow Weight Supply Hose RC40-500 Eighty-Six (86) 100 Foot Lengths	621-	\$	53,406
В	Key Brand 4 Inch Pro- Flow Weight Supply Hose RC40-500 Fifteen (15) 50 Foot Lengths	416-	s 💍	6,240
С	Key Brand 4 Inch Pro- Flow Weight Supply Hose RC40-500 Fifteen (15) 25 Foot Lengths	313-	0	4,695
D	Key Brand 2 ½ Inch TRU-ID Double Jacket Rubber Lined Attack Hose DP25- TRU Three Hundred Ninety-Two (392) 50' Lengths	220-	0	86,240
E	Key Brand 1 ¾ Inch FDNY Big-10 DP-18- 800-FDNY One Hundred Fifty- Four (154) 50' Lengths	173-	0	26,642
			Grand Total:	177, 223

Complete delivery of product will be received within 90	working days upon receipt of order
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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.

SUBMITTED BY

COMPANY Air One Equipment, Inc.

City of Aurora Fire Department Fire Hoses

BID PROPOSAL FORM

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 Air One Equipment, Inc.
ADDRESS 360 Production Drive
CITY, STATE, ZIP South Elgin, IL 60177
PREPARER'S NAME Martin Svihra
Please Type
BID PERSON Sandra M. Frey
Please Type
AUTHORIZED SIGNATURE Judra The Try PRESIDENT
EMAIL Strey @ ase. net
PHONE #(847) 289-9000 FAX # (847) 289-9001 DATE 9-14-2023

City of Aurora Fire Department Fire Hoses

BID SUBMITTAL CHECKLIST

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "23-88 City of Aurora Fire Department Fire Hoses." In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

X	Bid Proposal Form (Appendix C)
<u>X</u>	Bid Specifications (Appendix A)
X	Bidder's Certification (Page 1)
X	Bidder's Tax Certification (Page 2)
X	Contact Information (Appendix B)
X	Local Preference Application (if applicable)

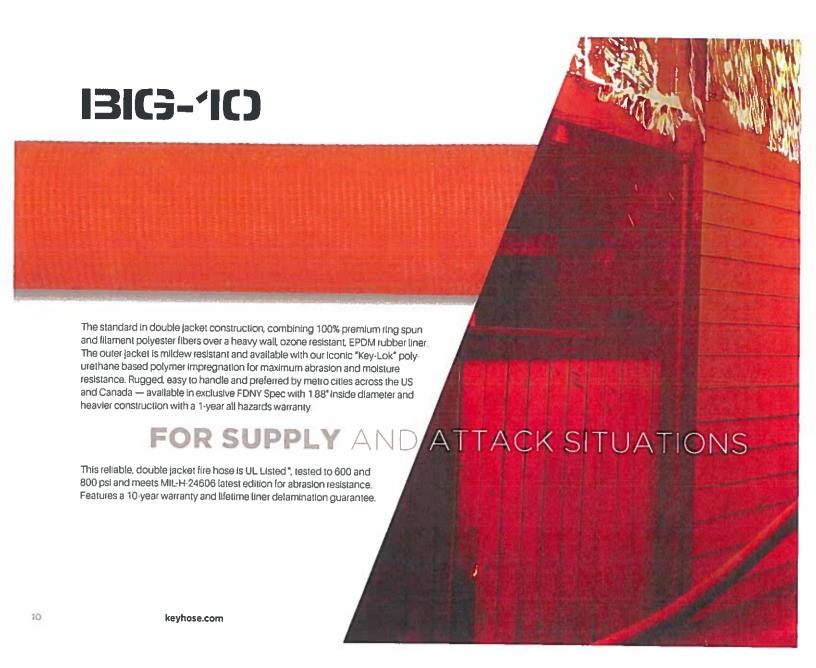


City of Aurora, IL - Local Vendor Preference Application

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: Not Applicable 2) Name of Business: 3) Address of Local Office: 4) City, State, Zip: 5) Company's Web Address: _____ _____Fax: _____ 6) Phone: _____ 7) County your Local Business is Located In: Submitted By (Signature): _____ Print Name and Title: ______ Email Address: Sec. 2-410.-Prequalification; local bidder. (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department: 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: Purchasing DL@aurora.il.us Do not write below this line: For City of Aurora use ONLY (a) a. (a) b. (a) c. Approved:

Initials:

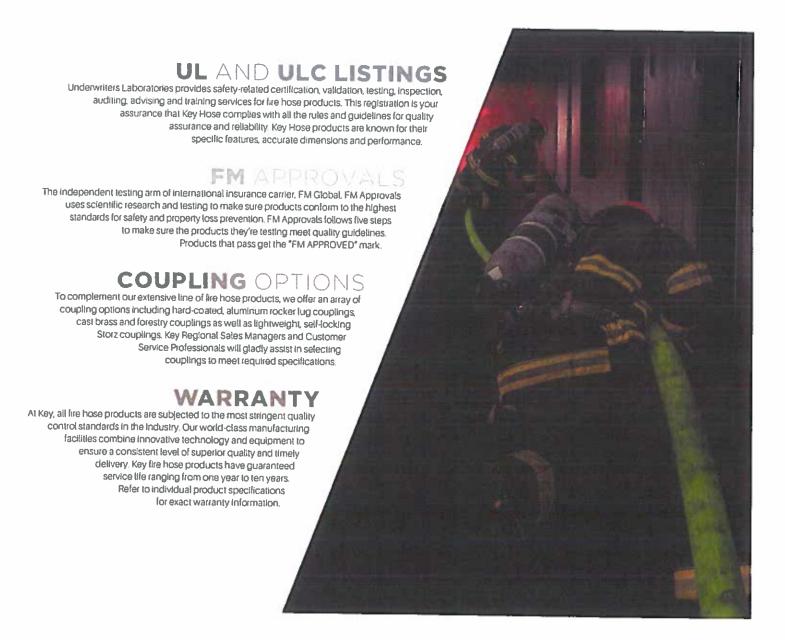
Letter Sent:





800.447.5666







360 Production Drive South Elgin, IL 60177 Phone: 847-289-9000 Fax: 847-289-9001

Email: airone@aoe.net

QUOTATION

VALID FOR 30 DAYS

Date	Quote #		
9/1/2023	28795		

Sold To

AURORA FIRE DEPARTMENT 44 E DOWNER PL AURORA, IL 60505 Ship To

AURORA FIRE DEPARTMENT Atin: A/C Matt Anslow 75 NORTH BROADWAY AURORA, IL 60505

PLEASE DO NOT PAY OFF OF THIS QUOTE. A FINAL INVOICE WILL BE SENT ONCE ORDER IS COMPLETE.		Quoted By	P.O. No.		Terms	Salesman
					Net 45	ΔL
Îtem		Description	Description		Cost	Amount
RC40-500X100'Y-STRZ	KEY FIR YELLOV	E HOSE: PRO-FLOW LE V RUBBER LARGE DIA	OH 4" X 100' METER HOSE	86	621.00	53,406.00
RC40-500X50'Y-STRZ	KEY FIR LARGE I COUPLII	E HOSE: PRO-FLOW 4" DIAMETER HOSE WITH NGS	15	416 00	6,240.00	
XMISC	LARGE I	KEY FIRE HOSE: PRO-FLOW 4" X 25' YELLOW LARGE DIAMETER HOSE WITH STORZ COUPLINGS part number for above item: RC40-500X25'Y-STRZ			313.00	4,695.00
DP25-TRUX50'R-ARN	KEY FIR	E HOSE: TRU-ID 2.5" X ATTACK HOSE with AL	50' DOUBLE	392	220.00	86,240.00
DP18-800-FDNYX50W-ARN	KEY FIR WHITE D	IFY COLOR AT TIME O E HOSE: BIG 10 1.75" FI DOUBLE JACKET ATTA IFY COLOR OF HOSE A	ONY X 50' CK HOSE	154	173.00	26,642 00
SHIPPING & HANDLING	SHIPPING	G & HANDLING - NO CI	HARGE	1	0.00	0.00
					į	

Freight charges are added when invoiced unless otherwise noted.

3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500

Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or fike situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt.

Subtotal

\$177,223.00

Sales Tax (0.0%)

\$0.00

DO NOT PAY- INVOICE TO FOLLOW

Total

\$177,223.00

RTOURVILLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

lf th	SUBROGATION IS WAIVED, subjecting certificate does not confer rights to	t to	the certi	terms and conditions of ficate holder in lieu of su	the po	licy, certain porsement(s)	policies may	require an endorsement. A s	tatement on	
PRODUCER Charles L. Crane Agency Co. 100 N Broadway, Sie 900 Saint Louis, MO 63102						CONTACT NAME: PHONE (A/C, No, Ext): (314) 241-8700 E-MAIL AODRESS: AODRESS:				
						INSURER(S) AFFORDING COVERAGE				
						INSURER A : Cincinnati Casualty Company				
INSURED					INSURER B : Markel American Ins Co 2				28932	
Air One Equipment, Inc. Ms. Sandy Frey					INSURER C :					
	360 Production Drive				INSURE	RD:				
South Elgin, IL 60177-2637						INSURER E :				
					INSURER F :					
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:										
C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER POLIC	REME TAIN, CIES	ENT, TERM OR CONDITION THE INSURANCE AFFORM LIMITS SHOWN MAY HAVE	N OF A DED BY	NY CONTRAC 7 THE POLICI	CT OR OTHER ES DESCRIB	R DOCUMENT WITH RESPECT TO	WHICH THIS	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE S	1,000,000	
	CLAIMS-MADE X OCCUR GENL AGGREGATE LIMIT APPLIES PER			CSU0197063		10/1/2022	10/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000	
								MED EXP (Any one person) \$	1,000	
						:	:	PERSONAL & ADV INJURY S	1,000,000	
								GENERAL AGGREGATE S	2,000,000	
	X POLICY PRO- LOC							PRODUCTS - COMP/OP AGG \$	2,000,000	
	OTHER:							\$		
Α	X ANY AUTO		EBA0666879		10/1/2022		10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000	
						10/1/2022		BODILY INJURY (Per person) \$		
	OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident) \$		
	X HIRED ONLY X NOTOS WHEP							PROPERTY DAMAGE (Per accident) \$		
								s		
Α	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE \$	5,000,000	
	EXCESS LIAB CLAIMS-MADE			CSU0197064		10/1/2022	10/1/2023	AGGREGATE S	5,000,000	
	DED X RETENTIONS 0							\$		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MMC00007700 04		40/4/2000	40/4/0000	X PER STATUTE ER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		MWC0205780-01		10/1/2022	10/1/2023	E L. EACH ACCIDENT S	1,000,000	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$	1,000,000	
Α	If yes, describe under DESCRIPTION OF OPERATIONS below Commercial Property			ENP0666879		10/1/2022	10/1/2023	E.L. DISEASE - POLICY LIMIT \$	1,000,000	
A	Commercial Excess			ENP0666879		10/1/2022	10/1/2023	Property of Others \$5,000,000 Occ/Aga	100,000	
	Oddinioral Excess			LIVI 0000013		10/1/2022	10/1/2023	\$5,000,000 OcciAgg	5,000,000	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL City of Aurora is added as a named add	LES (A	CORE	0 101, Additional Remarks Schedu ured per written contract,	ile, may b IL Bid	e attached if mor 19-71, for boti	e space is requi h the Genera	red) I Liability and Auto Liability pol	icies.	
CE	PTISICATE HOLDED			06515	CANORILATION					
CERTIFICATE HOLDER						CANCELLATION				
City of Aurora 44 E Downer Place Aurora, IL 60507					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	1				AUTHORIZED REPRESENTATIVE Joel Karsten					