

City of Aurora, IL **Purchasing** Jolene Coulter, Director of Purchasing 44 E Downer Place, Aurora, IL 60502

[INDOFF] RESPONSE DOCUMENT REPORT

GEN No. 25-109 <u>Light Fixtures for Electrical Department</u> RESPONSE DEADLINE: February 26, 2025 at 11:00 am Report Generated: Tuesday, March 18, 2025

INDOFF Response

CONTACT INFORMATION

Company: INDOFF
Email: tom.vanhoozer@indoff.com
Contact: Tom VanHoozer
Address: 11816 Lackland Road St. Louis, MO 63146
Phone: (678) 467-5536
Website: indoff.com
Submission Date: Feb 14, 2025 4:40 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1 Confirmed Feb 14, 2025 4:38 PM by Tom VanHoozer

QUESTIONNAIRE

1. Respondent Submittals (without Cost)*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

Vendor_Questionnaire.csv

2. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ERL1008C340EGRAYI 71 Watt	23	each	\$384.37	\$8,840.51
2	ERL2018C340DGRAYILR 140 Watt GRAY	23	each	\$582.65	\$13,400.95
3	ERL2018C340DBLCKILR 140 Watt BLACK	23	each	\$582.65	\$13,400.95

PRICE TABLES

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	EVOR 35-225097R30290MA Replacement drivers for G.E. 39 watt LED cobra head fixture ERL1005C340GRAYI	400	each	\$50.00	\$20,000.00
TOTAL			·		\$55,642.41

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this 14 day of MARCH, 2025 ("Effective Date"), for is entered into between the CITY OF AURORA ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and two ("Bidder"), located at 37. hous, MO

WHEREAS, the City issued an Invitation to Bid 25-109 _____; and

WHEREAS, the Bidder submitted a Bid Proposal in response to the BID and represents that it is ready, willing and able to provide the goods specified in the BID and herein as well as any additional goods agreed to and described in the Agreement; and

WHEREAS, Manch 14, 2025, the City's awarded a contract to Bidder.

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

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

Invitation to Bid 25-109

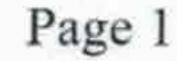
In connection with the BID and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the BID and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

- 2. <u>Goods.</u> Bidder shall provide the products as described in the Specifications.
- 3. <u>Term.</u> This agreement is considered complete upon delivery of the Goods to the City.

4. Compensation.

a. Maximum Price. In accordance with the Bidder's Bid Proposal, the maximum price for providing the Goods shall be in accordance to the pricing on the BID proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

Contract # 25-109



b. Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

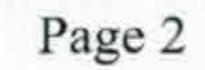
5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

Notwithstanding the foregoing, Bidder shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Bidder the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Bidder's performance of Services as set forth in this Agreement.

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

Contract #25-109



7. Miscellaneous Provisions.

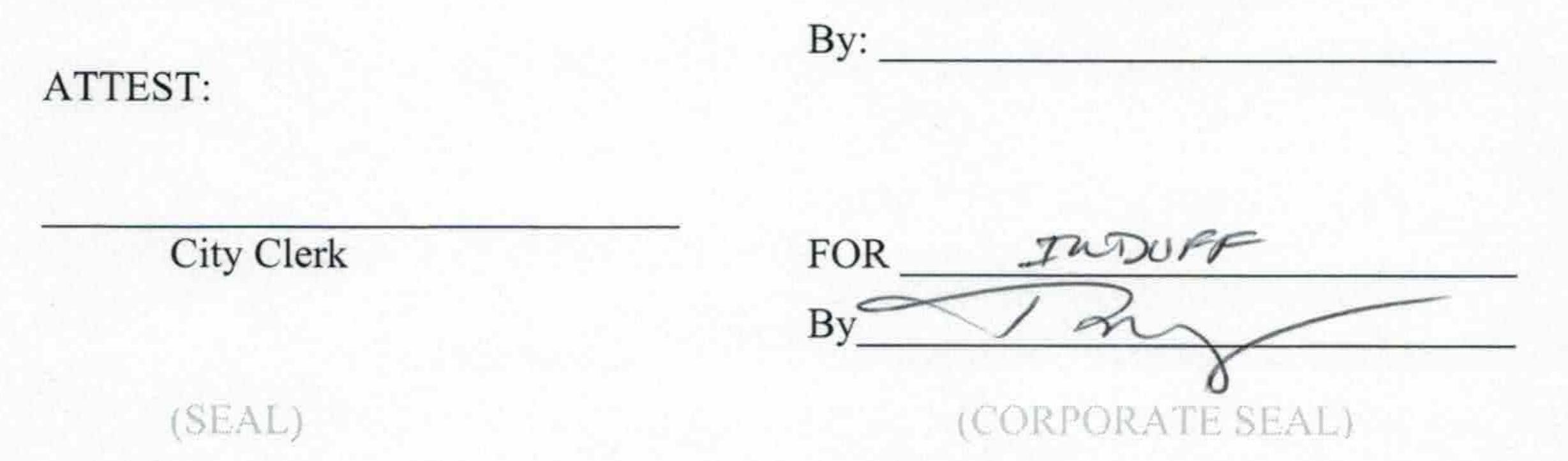
a. Illinois Freedom of Information Act. The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and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

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

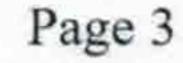
c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

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

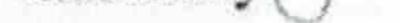
FOR CITY OF AURORA



Contract #25-109



LLC Indoff CORPORATE NAME_ (If a Cort July. 1111111 LIAB tem Hake MISSOURI By VP of Credit President Contractor ATTEST: Secretary()

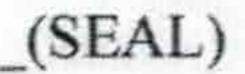


(If a Co-Partnership)

Partners doing Business under the firm

Contractor

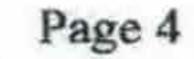
(If an Individual)



(SEAL)

Contractor

Contract #25-109



BIDDER'S CERTIFICATION

I/We hereby certify that:

- A complete set of bid proposal papers, as intended, has been received, and that I/We will abide by the A. contents and/or information received and/or contained herein.
- I/We have not entered into any collusion or other unethical practices with any person, firm, or employee Β. 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).
- I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as D. well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- The Bid Bidder is not barred from bidding on the Project, or entering into this Bid as a result of a violation E. 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.
- I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes. F.

Indoff, LLC COMPANY NAME

11816 Lackland Rd ADDRESS

CITY/STATE/ZIP CODE St Louis, MO 63146

Pam Hake NAME OF CORPORATE/COMPANY OFFICIAL

PLEASE TYPE OR PRINT CLEARLY

TITLE VP of Credit AUTHORIZED OFFICIAL SIGNATURE

DATE 3/14/2025 TELEPHONE (314) 812-3944 FAX No. (314) 558-2659

Subscribed and Sworn to Before me this 14 day of M 2025

Notary Public)

ASHLEY LONG Notary Public - Notary Seal STATE OF MISSOURI St. Charles County



STATE OF ILLINOIS

SS.

County of Kane

BIDDER'S TAX CERTIFICATION

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

Bidder deposes, states and certifies that 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.

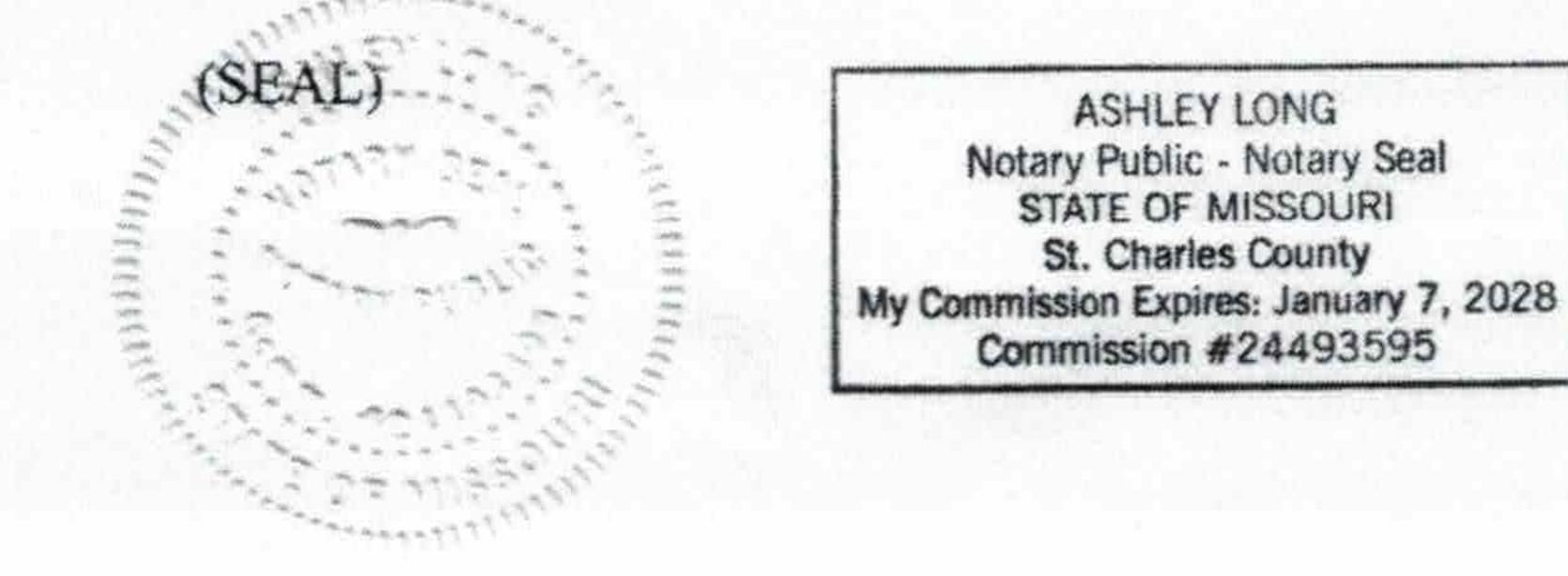
day of March DATED this 14th 2025. (Signature of Bidder's Executing Officer) By_ Pam Hake

(Print name of Bidder's Executing Officer) VP of Credit (Title) A Contraction of the second se ATTEST/WITNESS: By Title U 797.

Subscribed and sworn to before me this day of man 2025.

Notary Public

ANNIN ST



CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

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

Customer Service/General Information:

467 5536 Ph:

To place an order:

on VANHOOZSA Name: 5536 Ph: Fax: Tom. VANHOOZEN a topoF. Com E-mail:

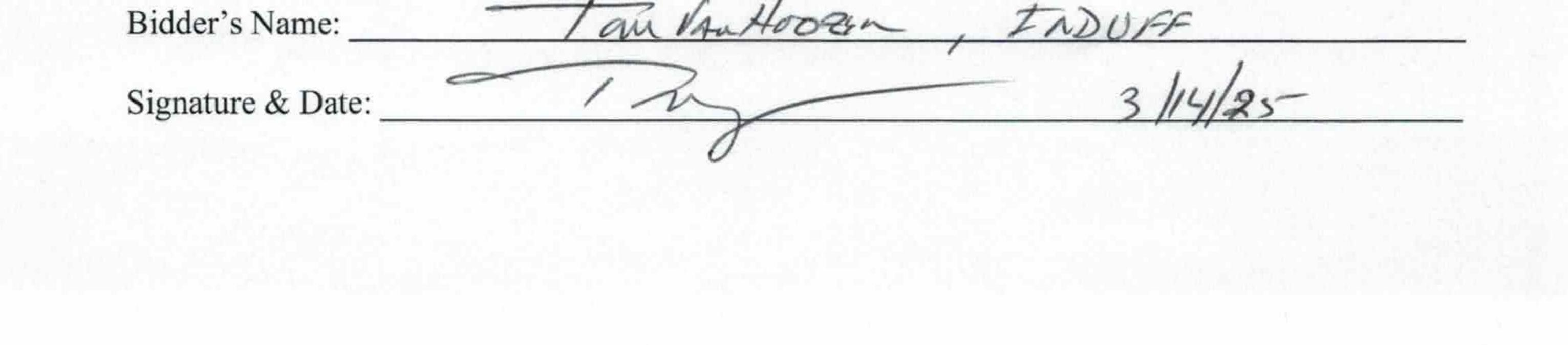
Billing & Invoicing questions:

Tone VAnHoozan Name: 5536 678 Ph: Fax: E-mail: Tau. VAnHoorsa @ FADORF. Con

Questions:

Name: Jan Van Hoozen 678 467 5536 Ph: Fax: E-mail: Ton. VANHOORSN @ FADOFF. Con

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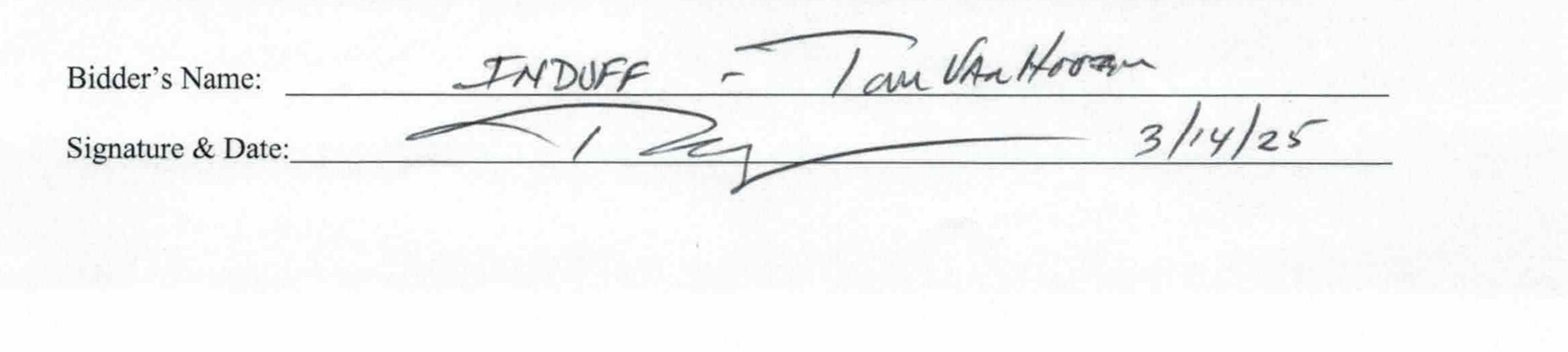


CITY OF AURORA, IL

REFERENCES

CITY OF WATERBURY Municipality 235 GRAND STRSET Address WATERBURY, CT 06702 City, State, Zip____ 203- 574- 6747 Phone Number

Contact Person	MAURSON MC CAUley
Date of Project	Octoper 2024
Municipality	CITY OF DALLAS
Address	3387 HAWES AVE
City, State, Zip	DALLAS, TX 15235
Phone Number	214 671 1783
Contact Person	RAY KNADKA
Date of Project	DECEMBER 2024
Municipality	OHIO DIPT OF HEALTH
Address	246 NONTH High Sr.
City, State, Zip	Coumars, OH 43215
Phone Number	614 466 8215
Contact Person	JOSH WIGTHE
Date of Project	OCTOBER 2024



CITY OF AURORA, ILLINOIS

SUB-CONTRACTOR LIST

Company	NIA
Address	
City, State, Zip	
Phone Number	
Contact Person	

Company	
Address	
City, State, Zip	
Phone Number	
Contact Person	

Company	
Address	
City, State, Zip	
Phone Number	
Contact Person	

Company	
Address	
City, State, Zip	
Phone Number	
Contact Person	

Signature & Date: