



## **Invitation to Bid 22-46**

### **PURCHASE OF ONE (1) DUMP TRAILER**

#### **BID PROPOSALS DUE**

**Wednesday, May 25, 2022  
at 2:00 p.m.**

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

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 22-46

**PURCHASE OF ONE (1) DUMP TRAILER**

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CITY OF AURORA  
INVITATION TO BID 22-46  
**PURCHASE OF ONE (1) DUMP TRAILER**

The City of Aurora invites you to bid on the anticipated purchase of One (1) Dump Trailer for use at the City of Aurora.

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, May 25, 2022** 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 22-46 Purchase of One (1) Dump Trailer."

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "22-46 Purchase of One (1) Dump Trailer"

Inquiries 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](mailto:PurchasingDL@aurora.il.us). Questions will be accepted until 8:00 am, Tuesday, May 17, 2022. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.us/bids.aspx> by 12:00 pm, Thursday, May 19, 2022. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the May 17, 2022 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

## **BIDDER'S CERTIFICATION**

I/We hereby certify that:

- A. A complete set of bid proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The 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 \_\_\_\_\_

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 \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Public

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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By \_\_\_\_\_  
(Signature of Bidder’s Executing Officer)

\_\_\_\_\_  
(Print name of Bidder’s Executing Officer)

\_\_\_\_\_  
(Title)

ATTEST/WITNESS:

By \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

(SEAL)

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 22-46

**PURCHASE OF ONE (1) DUMP TRAILER**

**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**

- a. Bidder must submit an original bid response, marked as "original" and one (1) complete paper copy, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.
- b. Bids must be submitted on the forms provided and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a 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.

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



- d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that 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, May 25, 2022** shall be rejected and returned unopened. **There will be no exceptions!**

### **04. WITHDRAWAL OF BID PROPOSALS**

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of 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 on the form provided in the Bid Package. 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:

**[PurchasingDL@aurora.il.us](mailto:PurchasingDL@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 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, Tuesday, May 17, 2022. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.us/bids.aspx> by 12:00 pm, Thursday, May 19, 2022. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the May 17, 2022 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, ILLINOIS  
INVITATION TO BID 22-46

**PURCHASE OF ONE (1) DUMP TRAILER**

**BID PROPOSAL SPECIFICATIONS**

**Section 1. Project Introduction and Purpose**

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

**Purpose:** The City of Aurora (hereinafter “the City”) is accepting competitive sealed bid proposals for the anticipated purchase of One (1) Dump Trailer 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.

Units described shall be new, unused and of the current year’s production. The style of dump trailer being bid must be in production for a minimum of 5 years (include users list). Unit shall be of the latest design and in current production completely services, ready for work and shall include all standard and optional equipment as specified herein. All bidders must provide a demonstration of the unit they are bidding to the City of Aurora prior to bid date.

Bidders must have a fully stocked parts and service facility within 25 miles of the City of Aurora. The City of Aurora has the right to inspect the facility and shall be the sole judge of its adequacy to fulfill this requirement.

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

### **Equivalent Product**

Bids will be accepted for consideration on any make and model that is equal to or superior to the specified MAC 22' steel full frame dump trailer or its equal, as interpreted by the City of Aurora. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence but will require an explanation at each deviation or substitution.

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 one (1) complete paper copy, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

**City of Aurora  
City Clerk's Office  
44 E Downer Place  
Aurora, Illinois 60507**

The City shall not be responsible for late delivery of your Bid by a third party courier. There will be no exceptions!

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us). Questions will be accepted until 8:00 am, Tuesday, May 17, 2022. Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.us/bids.aspx> by 12:00 pm, Thursday, May 19, 2022. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the May 17, 2022 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 One (1) Dump Trailer**

The specifications are for one 22' Steel Full Frame Dump Trailer for the City of Aurora and should be construed as "minimum".

The bidder shall indicate if the vehicle that is being furnished complies or does not comply with each section of the specifications as written. **The bidder shall explain the reason for each exception taken in each section.** Any variations to the specifications must be fully stated in writing at time of bid on provided bid forms. Failure to properly complete the Specifications for Bid Form (Comply/Exception) may result in the disqualification of the bid proposal.

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
<b>22' Steel Full Frame Dump Trailer</b>			
<b><u>BODY</u></b>			
Load Profile:	Material, 80K GVWR	_____	_____
Length:	22'	_____	_____
Body Style:	Single Piece	_____	_____
Floor:	3/16 IN. Full	_____	_____
Radius Bottom:	22 IN. Hardox AR450F	_____	_____
Crossmember Type:	3-1/2 IN. AR450 Box on 16 IN. Centers	_____	_____
Longitudinal:	4X4X1/4 Sq. Tube	_____	_____
Floor Material:	HARDOX AR450F	_____	_____
Rear Hinge Pin:	Standard Single Dump Shoe	_____	_____
Wall Height:	56 IN	_____	_____

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Top Rail:	3/16 IN. X 4 IN. X 6 IN.	_____	_____
Top Rail Option:	3 X 3 X 3/8 IN. Angle (add 2 1/4 IN. to Wall Height)	_____	_____
Bolster:	One Bolster(s) 56 IN. WH X 96 IN. Wide	_____	_____
Rear Pocket Slope:	0	_____	_____
Rear Skirts:	Aluminum Diamond Plate Full Length	_____	_____
Hoist:	8-5-190-Custom	_____	_____
Remote Grease:	Single point remote rear	_____	_____
Bulkhead Type:	Flat slope nose	_____	_____
Sides Steps D.S.:	Steel ladder at rear	_____	_____
Shovel Hanger:	Curb Side	_____	_____
Front Cab Shield:	Brackets only	_____	_____
Sides:	Same as floor (single piece)	_____	_____
Rear End Style:	Squared-off	_____	_____
<b><u>LIGHTS</u></b>			
Light Type:	Grote LED w/grommets	_____	_____
Light Panel:	2 large-3 small-2 large	_____	_____
Apron:	3/8 IN. X 4 IN. full light shield	_____	_____
Std. Marker Lights:	3 each side	_____	_____

Appendix A

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Mid-Turns:	One pair LED (combo)	_____	_____
Rear Pocket Lights:	Pair of small (model 30)	_____	_____
<b><u>GATE</u></b>			
Gate Sheet:	3/6 IN. Hardox AR450F	_____	_____
Gate Operation:	Air carb control and ball valve, tie gate and suspension	_____	_____
Hinge Type:	Overslung only	_____	_____
Gate Bracing:	(3) Panel	_____	_____
Spreader Chains:	Yes, with covers	_____	_____
Winders:	Winders (1) each side of steel gate w/ safety latch	_____	_____
<b><u>PRIMARY AXLES</u></b>			
Model:	Tandem	_____	_____
No. of Primary Axles:	2	_____	_____
Suspension:	Henderson HT 250	_____	_____
Axle Spacing:	52	_____	_____
Axles:	71.5 IN. AXN 5/8 IN. Wall TP	_____	_____
Brakes:	7 IN. XL w/ 30-30 Chambers	_____	_____

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Cam Guards:	Henderson Inrraxx		
Hub and Drum:	Cast w/steel hub hp 10 stud		
Tires:	Cooper/Roadmaster RM185, 11R 2.5 16 ply		
Wheels:	Steel hp 22.5 X 8.25-white powder coated		
<b><u>CHASSIS</u></b>			
Frame Rails:	16 IN. X 31 # beams		
Pin Setting:	18		
Fifth Wheel Plate:	3/8 IN.		
King Pin.:	.375 King pin		
Rear Overhang:	7 IN.		
Tractor Drive Mo.:	Tandem drive		
Hoist/Mount Style:	3 IN. X 6 IN. X 3/8 IN.		
Suspension Control:	Air in cab and ball valve tie suspension to tailgate		
ABS:	One 2S1M Meritor/Wabco		
Slacks:	Automatic		
Axle Lubrication:	Synthetic grease		



CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
Body Safety Props		_____	_____
Dolly/Landing Gear:	Jost A450 (62,000 LB) 10 yr. no lube steel	_____	_____
Registration:	Tube type holder	_____	_____
Air Tanks:	Aluminum tanks	_____	_____
Hydraulic Hose:	1 IN. X 108 IN. w/wing fitting	_____	_____
Tire Flaps:	Standard rear of rear tires	_____	_____
<b><u>TARP</u></b>			
Manufacturer:	Aero easy cover flip tarp mesh	_____	_____
Tarp Control:	Electric	_____	_____
Tarp Color:	Black	_____	_____
<b><u>PAINT</u></b>			
Hangers:	Other (non-galvanized)	_____	_____
Suspension:	White	_____	_____
Dollies:	White	_____	_____
Hoist Color:	White	_____	_____
5 <sup>th</sup> Wheel Plate:	White	_____	_____
Frame:	White	_____	_____

CATEGORY	DESCRIPTION	COMPLY	EXCEPTIONS
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Body:	White	_____	_____
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Logos:	Standard manufacturer decals	_____	_____
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### **WARRANTY**

Warranty:	5 year warranty pro-rated covering defective parts from delivery date, 12 month or better on paint, workmanship and materials	_____	_____
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### **Delivery**

The Dump Trailer shall be delivered to the owner within four weeks of contract commencement or as stated in the notice to proceed.

COMPLY \_\_\_\_\_ Exception \_\_\_\_\_

### **Silence of Specification**

Where the specifications are silent on any part of the description of the equipment, it shall be taken that the manufacturer's best quality item shall be provided.

COMPLY \_\_\_\_\_ Exception \_\_\_\_\_

### **Delivery Address**

City of Aurora  
720 N. Broadway Avenue  
Aurora, IL 60505

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 22-46

**PURCHASE OF ONE (1) DUMP TRAILER**

**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: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 22-46

**PURCHASE OF ONE (1) DUMP TRAILER**

**REFERENCES**

(Please Type)

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 22-46

**PURCHASE OF ONE (1) DUMP TRAILER**

**BID PROPOSAL FORM**

**Bid Due Date & Time:**        **2:00 p.m. CST, Wednesday, May 25, 2022**

To:    **City of Aurora  
City Clerk's Office  
44 E Downer Place  
Aurora, Illinois 60507**

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

Submitted By: \_\_\_\_\_

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

No.\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_\_, (Vendor to acknowledge addenda here.)

Bidder's Name: \_\_\_\_\_

Signature & Date:\_\_\_\_\_

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 22-46

**PURCHASE OF ONE (1) DUMP TRAILER**

**BID PROPOSAL FORM**

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

**Complete Requirements for Water and Sewer Maintenance Division Dump Trailer:**

**22' Steel Full Frame Dump Trailer**      \$ \_\_\_\_\_ **OR**

**Equivalent Type**

\_\_\_\_\_ \$ \_\_\_\_\_

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

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

**SUBMITTED BY**

**COMPANY** \_\_\_\_\_

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 22-46

**PURCHASE OF ONE (1) DUMP TRAILER**

**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 \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PREPARER'S NAME \_\_\_\_\_  
Please Type

BID PERSON \_\_\_\_\_  
Please Type

AUTHORIZED SIGNATURE \_\_\_\_\_  
Title

EMAIL \_\_\_\_\_

PHONE #(\_\_\_\_\_)\_\_\_\_\_ FAX # (\_\_\_\_\_)\_\_\_\_\_ DATE \_\_\_\_\_

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 22-46

**PURCHASE OF ONE (1) DUMP TRAILER**

**BID SUBMITTAL CHECKLIST**

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: “22-46 Purchase of One (1) Dump Trailer for the Water and Sewer Maintenance Division.” In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

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