



## **Request for Proposal 21-01**

### **Request for Professional Services To Repair, Install, and Replicate the G.A.R. Sentry Statue**

**PROPOSALS DUE**

**Wednesday, January 20, 2021 at 2:00 p.m.**

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

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 21-01  
**Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

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CITY OF AURORA  
REQUEST FOR PROPOSAL 21-01

**Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

The City of Aurora, Illinois is seeking proposals from professional, qualified firms to repair, replicate, and install the G.A.R. Sentry statue. The original statue will be repaired and placed in the newly renovated lower-level.

There will be one opportunity to view the statue in its current state. **The non-mandatory site visit will be held at 10:00 am (CST), Thursday, January 7, 2021.** The statue is stored at 1960 E. Indian Trail Road, Aurora, IL 60502. Proposers must arrive by 10:00 am to view the statue, masks will be required.

Sealed Proposals will be received at the City of Aurora, Attn: Purchasing Division, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 pm, CST, Wednesday, January 20, 2021.**

Attached please find specifications and other pertinent documents necessary for you to respond to this Request for Proposal (RFP).

Proposers may submit proposals on one or more steps in the whole process. The City may choose to award the projects separately or as a whole.

A non-mandatory teleconferenced live streamed opening will be held regarding this RFP. Information regarding this opening, including the dial-in number and meeting link, will be posted to the city's website at <https://www.aurora-il.org/bids.aspx> 24 to 48 hours in advance of the opening.

All proposals are to be submitted on the request for proposal forms provided entitled: "Request for Proposal Professional Services to Repair, Replicate and Install the GAR Sentry Statue."

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "21-01 Request for Proposal for Professional Services to Repair, Replicate and Install the GAR Sentry Statue." **The outside of the envelope must also be clearly labeled with proposer company name and address.**

Inquiries and/or questions pertaining to the provisions and specifications of this request for proposal package shall be directed to the Director of Purchasing, in writing at [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org). Questions will be accepted until **8:00 am, CST, Friday, January 8, 2021.** Questions expect to be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Tuesday, January 12, 2021. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the January 8, 2021 8:00 am cut-off date/time.** It is the Proposer's responsibility to check the website before submitting their proposal.

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

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

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

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

CITY OF AURORA

Jolene Coulter  
Director of Purchasing

**PROPOSER'S CERTIFICATION**

I/We hereby certify that:

- A. A complete set of RFP 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 other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. 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.
- F. The Proposer is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. 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 (\_\_\_\_)\_\_\_\_\_

Subscribed and Sworn to  
Before me this \_\_\_\_ day  
of \_\_\_\_\_, 2021

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

STATE OF ILLINOIS     )  
  )     ss.  
County of Kane             )

**PROPOSER'S TAX CERTIFICATION**

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By \_\_\_\_\_  
(Signature of Proposer's Executing Officer)

\_\_\_\_\_  
(Print name of Proposer's Executing Officer)

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

ATTEST/WITNESS:

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
(SEAL)

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

**01. REQUIREMENTS OF PROPOSER**

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Proposal Package; (b) pay workers performing warranty and maintenance in accordance with the schedule of prevailing wages for Kane County.

**02. ACCEPTANCE OF PROPOSALS**

- a. Proposer must submit an original proposal response, marked as "original" and one on a USB drive and shall have provided all requested information and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

**In a separate sealed envelope, submit one (1) set of the proposal pricing.**

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

Envelopes containing proposals must be sealed and addressed to the City of Aurora Purchasing Division. The name and address of the proposer and the Request for Proposal Number must be shown in the upper left corner of the envelope.

- c. The City of Aurora reserves the right at any time and for any reason to accept or reject any or all Proposals or portion thereof, or accept an alternate Proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counter-proposals. Unless otherwise specified by the proposer or the City, the City reserves the right to hold the best Proposals for ninety (90) days from the opening date. Proposer agrees to accept a notice of award, if selected, based on the terms of this Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.
- d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the proposal, will also be considered. No Proposal will be considered unless the Proposer shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to them. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.



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

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

### **03. RECEIPT OF PROPOSALS**

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Proposals may be delivered to the Purchasing Division Office in person. Overnight courier is acceptable provided timely receipt of Proposal. The Proposer assumes responsibility for late delivery of the mail. **It is the sole responsibility of the Proposer to see that his Proposal is received in the proper time.**
- b. Proposals must be mailed to the Purchasing Division office located at 44 E. Downer Place, Aurora, IL 60507. City Hall is open to the public limited days, but is accepting deliveries Monday through Friday 8:00 am – 5:00 pm.
- c. Any Proposal received by the Purchasing Division **after 2:00 p.m. on Wednesday, January 20, 2021** shall be returned unopened. **There will be no exceptions!**

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

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

### **05. CITY'S AGENT**

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

### **06. INVESTIGATION**

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

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

## **07. PROPOSER CAPABILITY**

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

- Evidence of collusion among proposers.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- Unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- **Any proposer who owes the city money may be disqualified at the City's discretion.**

## **08. AWARD OF PROPOSAL**

It is the intent of the City to award a contract to the most responsive, responsible proposer meeting specifications. The City reserves the right to determine the responsive responsible proposer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the City. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

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

## **09. PRICES**

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

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

## **10. 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.

## **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 Proposer shall submit invoices via e-mail to:

**[PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org)**

or Fax to **630-256-3559**  
or Mail to the following address:

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

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

## **12. TAXES**

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

### **13. DEFAULT**

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

### **14. INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS**

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

### **15. 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 Proposer's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Proposer promptly after rejection.

### **16. WARRANTY**

Proposer 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, Proposer 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. The City may return any nonconforming or defective items to the Proposer or require correction or replacement of the item at the time the defect is discovered, all at the Proposer's risk and expense. Acceptance shall not relieve the Proposer of its responsibility. Contractor and/or Proposer (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the City, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Proposer (as case may be) agrees that these warranties shall run to the City of Aurora, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

### **17. CANCELLATION**

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

## **18. SIGNATURES**

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

When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Proposer, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Proposals by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

## **19. SPECIAL CONDITIONS**

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

## **20. PERMITS AND LICENSES**

The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

## **21. REGULATORY COMPLIANCE**

Proposer 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. Proposer shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

## **22. REFERENCES**

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

City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Proposer, including low Proposer, and may void any contract previously entered into based on its background investigation.

**23. ELIGIBILITY**

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

**24. COMPLIANCE WITH LAWS AND REGULATIONS**

The Proposer shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of 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.

**25. PATENTED DEVICES, MATERIALS, AND PROCESSES**

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

**26. PROTECTION AND RESTORATION OF PROPERTY**

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Proposer except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including

the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

It is further agreed that the owners of any structures, improvements, installations, referred to in the preceding paragraph shall have the right to do the Work or any part thereof necessary for the relocation, reconstruction, replacement, repair, and other Work required by reason of any interference with and/or damage to such structures, improvements, installations, due to the prosecution of the Work and upon completion of such Work by them done, said owners may render bills to the Proposer for the cost and expenses thereof which bills shall be paid by the Proposer without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Proposer for the payment thereof.

## **27. MINORITY PARTICIPATION**

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

## **28. WORKERS COMPENSATION ACT**

The Proposer 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 Proposer 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 Proposer 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 contract, and any and all liability resulting thereupon; and said Proposer, 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 Proposer 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.

## **29. SUBLETTING OR ASSIGNMENT OF WORK**

If the Proposer sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Proposer; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any

way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Proposer shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Proposer or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

### **30. PROSECUTION OF WORK**

The Proposer shall begin the Work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract. The Proposer shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Proposers Certification, and for all wage rate and hour regulations and applications.

### **31. GUARANTEE AND MAINTENANCE OF WORK**

The Proposer shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Proposer shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

### **32. CONTRACT**

The successful Proposer will be required to execute a contract in the form attached hereto (as may be modified and amended by the City) within five (5) days after notice of award and receipt of the contract from the City and sign and deliver to the City all required copies of the contract. Failure on the part of the Proposer to execute the contract within five (5) days and provide the required evidence of insurance at, or before the execution of the contract, will be considered just cause for the annulment of the award of the Proposal.

### **33. INSURANCE CERTIFICATES**

At, or prior to, delivery of the signed contract, the successful Proposer shall deliver to the City the policies of insurance or insurance certificates as required by the contract Documents. All policies or certificates of insurance shall be approved by the City before the successful Proposer may proceed with the Work. Execution of the contract by the City is contingent upon receipt of the insurance policies or certificates. Failure to provide the evidence of insurance in the time provided for will result in disqualification and the Proposal will be awarded to the next lowest Proposer or in the creation of a new Proposal.

### **34. PERSONNEL AND EQUIPMENT**

The Proposer shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Proposer shall provide identification of its personnel if requested by the City.

Any Proposer's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of



the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety. All on the road vehicles or equipment shall be identified by the Proposer's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the Proposer, and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of Proposal.

### **35. TIME**

Proposer shall schedule its Work and that of its subcontractors to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agents, employees, contractors and subcontractors. Proposer 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, contractor or subcontractors. Proposer's sole remedy for delay shall be an extension in the contract time.

### **36. QUESTIONS**

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

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

**CITY OF AURORA**  
**Request for Proposal 21-01**  
**Professional Services to Repair, Replicate, and Install the G.A.R. Sentry**

**Introduction:**

The City of Aurora is continuing their efforts to convert the Grand Army of the Republic Memorial Building (“G.A.R.”) into a US military history museum. The octagon shaped Gothic Revival styled building was originally built in 1877 by local civil war veterans to serve the community as a meeting hall and public library. It was at this time, in 1878, the statue was created and placed at the top of the G.A.R. Hall. The building was placed on the National Register of Historic Places in 1984. There were renovations in 2016 to strengthen its foundation and turn the ground floor level into a Civil War museum. During this time period, the original G.A.R. Sentry was removed from the top of the building to be cleaned and replicated. During the cleaning process, the statue fell into severe disrepair and currently sits in numerous pieces (50+). The 8-foot statue is made of Zinc, with cement poured into the lower portions at some point in time. The base is hexagonal, 34” x 34”. The Sentry is most likely from J. W. Fiske or J. L Mott Iron Works which both manufactured similar statues in the nineteenth century.

The City of Aurora, Illinois requests proposals from professional, qualified firms to repair, replicate, and install the G.A.R. Sentry statue. The original statue will be repaired and placed in the newly renovated lower-level.

**Site Visit:**

A **non-mandatory site visit** will be held on Thursday, January 7, 2021 at 10:00 am (CST). Please meet at the storage site located at 1960 E. Indian Trail Road, Aurora, IL 60502. This will be the only opportunity to view the statue in its current state. Proposers must be present at the start of the meeting to view the statue.

**Project Descriptions:**

Proposers may submit proposals on one or more steps in the whole process. The City may choose to award the projects separately or as a whole.

**Project #1: Repair of the Sentry**

Proposer and their teams must familiarize themselves with the conditions of the statue in order to assess the method, timeline and cost of the project.

Proposals should include details about:

- Methods to be used
- Materials used to repair the statue
  - o Proposals must include the cost, benefits, and drawbacks of three materials for the statue to be repaired with.
- Timeline of the project
- Transportation from storage facility to repair facility, and return of statue.

### **Project #2: Fabrication of Replica Statue**

Proposer and their teams must familiarize themselves with the conditions of the statue in order to assess the method, timeline, and cost of the project. Proposers may use other statues of the same design or construction for replication.

Proposals must include details about:

- Methods to be used
- Materials used to replicate the statue
  - o Proposals must include the cost, benefits, and drawbacks of **at least** three materials for the statue to be replicated with.
  - o If using another statue of the same design or construction, proposal must include photographs and provenance of the statue.
- Timeline of the project.
- Transportation of original statue from storage facility to fabrication site and return to museum site.
- Transportation of replica statue from fabrication site to storage facility.

### **Project #3: Replica Statue Installation Plan**

Proposer and their teams must detail cost and timeline of installation of replica sentry on the roof of the GAR Museum.

Proposals should include details about:

- Transportation of statue from storage facility to museum site location.
- Cost of installation and transportation.
- Timeline of project.
- Confirmation the proposal reflects Illinois State Prevailing Wage for the installation of the statue.

### **Submission Requirements:**

All respondents must provide the following information at a minimum, but may provide additional information regarding their services.

The following information shall be provided in each proposal in the order listed below. A firm is expected to provide a response for each requirement listed. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the City.

All proposals shall be prepared with a concise description of the firm's capabilities to satisfy the minimum qualifications in the following section- **Submission Format**. Firms should format their proposals so that their responses correspond to the specific sections to the extent possible without unnecessary repetition.

### **Submission Format:**

Submit one (1) original copy of the proposal, along with one copy of the entire proposal in electronic format (flash drive). The proposal must be submitted in a sealed mailing envelope or package, clearly marked RFP 21-01 Professional Services to Repair, Replicate, and Install the G.A.R. Sentry Statue.

1. **Contact information – Please submit the firm's mailing address, phone number, and an e-mail address for the firm's point of contact person on Transmittal Letter.** Future contacts by the City will be done via e-mail, whenever possible. The transmittal letter must briefly summarize the proposing firm's interest in providing the required services. It must be signed by the person authorized to commit your firm to the services being offered in your response to this solicitation. The transmittal letter

Appendix A

must also clearly state and justify any exceptions to the requirements, which the applicant may have taken in presenting the Proposal. The City reserves the right to deny any and all exceptions taken to the RFP requirements.

2. **Project Understanding** – A Statement of the objectives, goals and tasks to show or demonstrate the responders view of the nature of the request.
3. **Detailed Work Plan/Deliverables** – A detailed work plan that will identify the major tasks to be accomplished and be used as a scheduling and management tool, as well as the basis for invoicing. The work plan must present the responder’s approach, task breakdown, deliverable due dates and personnel working on the project and the hours assigned to each individual to reach the project results. A description of the deliverables to be provided by the responder.
4. **Background and Experience (Company and Personnel)** – An outline of the responder’s background and experience with examples of similar work done and a list of personnel who will conduct the project, detailing their training and work experience.
5. **Cost Proposal** – For purposes of completing the cost proposal, the City of Aurora does not make regular payments based upon the passage of time; it only pays for services performed or work delivered after it is accomplished. Terms of the proposal as stated must be valid for the length of the project. If proposing an hourly rate, unit rate or lump sum, include a breakdown (labor, overhead, profit & expenses) showing how the rate was derived. **Please note the installation of the statue on the roof and inside the G.A.R. Museum component for this request is subject to the Illinois State Prevailing Wage.**

A copy of the wage decision can be found at the following link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx> . All workers are subject to the hourly prevailing wage, and workers that are not eligible for fringe benefits must also be paid fringe benefits outlined in the included wage decision. The design, repair, delivery, and recasting will not be subject to prevailing wage.

**For the purpose of this cost proposal, responder will provide the following when developing their costs.**

The responder must include a total project cost along with following:

- A breakout of the cost and hours including the trade title listed in the wage decision for the installation component.
  - Identification of anticipated direct expenses.
  - Identification of any assumption made while developing this cost proposal.
  - Identification of any cost information related to additional services or tasks, include this in the cost proposal but identify it as additional costs and do not make it part of the total project cost.
  - Responder must have the cost proposal signed in ink by authorized member of the firm. The responder must not include any cost information within the body of the RFP technical proposal response.
6. **References** - Provide references, including names, titles, addresses, and phone numbers from at least three (3) other firms, preferably municipal, for which the firm has performed similar services.

**Proposal Evaluation:**

Respondents will be evaluated according to the following factors:

- A. Project Understanding
- B. Work Plan/Detailed Deliverables
- C. Background and Experience
- D. Cost
- E. References

The award will be made to the most qualified company whose proposal is deemed most advantageous in consideration of all relevant requirements and factors.

**General Information, Terms and Conditions:**

**Submission Due Date/Time: Submissions must be received in the Purchasing Division Office, 44 E. Downer Place, Aurora, IL 60507 by 2:00 pm (CST), Wednesday, January 20, 2021.**

Overnight courier is acceptable provided timely receipt. The firm assumes responsibility for late delivery of the mail. It is the sole responsibility of the firm to see that his or her proposal is received in the proper time.

Any submission received by the Purchasing Division office after **2:00 pm on Wednesday, January 20, 2021** shall be rejected.

**Reserved Rights:** The City of Aurora reserves the right at any time and for any reason to cancel this process, to reject any or all submittals, or to accept an alternative process. The City of Aurora reserves the right to throw out immaterial content. The City and/or staff may seek clarification from a firm at any time and respond promptly if there is a cause for rejection.

**Incurred Costs:** The City of Aurora will not be liable in any way for any costs incurred by a firm in replying to the Informal Solicitation.

**Illinois Freedom of Information Act:** The Proposer 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.

**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.

**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.

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

**Insurance/Liability:** During the progress of the work the Contractor shall assume total risk and liability, and will be responsible for any and all damages to the work, or to persons, or to public or private property caused by, or in any way resulting from doing the work, including actions of subcontractors or material suppliers.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions for the safety of; and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on the work and other persons who may be affected thereby.
- (b) All work and materials or equipment to be incorporated therein, whether in storage on or off the site.
- (c) Other property at the site or adjacent thereto

The Contractor shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

Sufficient proof of liability and workmen's compensation insurance must be furnished to satisfy requirements of the City of Aurora by the awarded Contractor, minimum insurance requirements shall be as follows:

- a. Commercial general liability (occurrence; project)
  - i. Each occurrence: \$1,000,000
  - ii. Damage to rented premises: \$50,000
  - iii. Medical expenses: \$5,000
  - iv. Personal injury: \$1,000,000
  - v. General aggregate: \$2,000,000
  - vi. Products: \$2,000,000
- b. Auto Liability, combined single limit: \$1,000,000
- c. Excess/umbrella liability, each occurrence/aggregate: \$5,000,000
- d. Workers compensation, each accident/disease: \$500,000

The City of Aurora and its officials, employees, and agents must be named on the Certificate of Insurance as a primary, non-contributory, additional insured under the general liability policy.

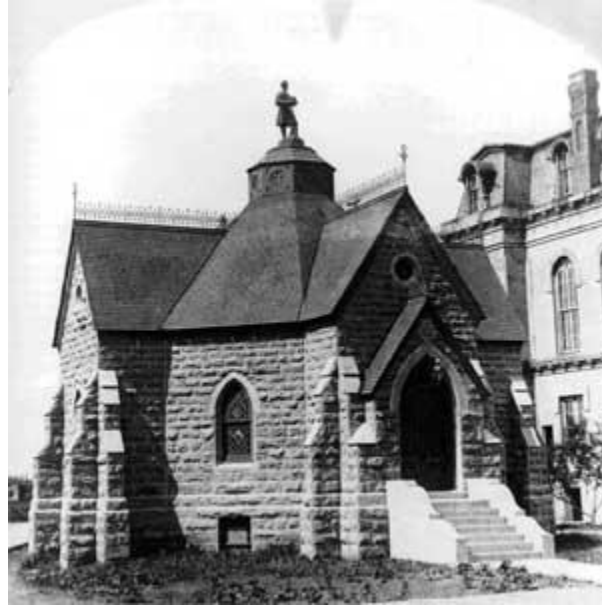
Sufficient proof of liability and workmen's compensation insurance must be furnished to satisfy requirements of the City of Aurora.

The City of Aurora reserves the right to reject any or all proposals, or parts thereof, and to waive any technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals and to hold the proposal for ninety (90) days from the opening date set forth above. The City further reserves the right in its sole discretion to award the proposal to the most responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

**Questions:** Inquiries and/or questions pertaining to the provisions and specifications of this request for qualifications package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until 8:00 am, CST, Friday, January 8, 2021. Questions will be answered via addendum by 12:00 pm, Tuesday, January 12, 2021. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the Friday, January 8, 2021 8:00 am cut-off date/time.**

Appendix A

## Exhibit A



*Figure 1: G.A.R. Hall c. 1880*



*Figure 2: G.A.R. Sentry removal 2008*





*Figure 3: G.A.R. Sentry before removal 2008*



*Figure 4: Pieces of Sentry statue 2019*





*Figure 5: Pieces of Sentry statue 2019*



*Figure 6: Pieces of Sentry statue 2019*



*Figure 7: Pieces of SENTRY statue 2019*





*Figure 8: Pieces of SENTRY statue 2019*



*Figure 9: Pieces of SENTRY statue 2019*





*Figure 10: Pieces of SENTRY statue 2019*



*Figure 11: Cape portion of SENTRY Statue 2019*



*Figure 12: Legs of Sentry Statue. Note, concrete is still in this portion of the statue.*



CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPSAL 21-01  
**Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

**REFERENCES**

(Please Type)

Municipality \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

\*\*\*\*\*

Municipality \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

\*\*\*\*\*

Municipality \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

\*\*\*\*\*

Proposer's Name: \_\_\_\_\_

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

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPSAL 21-01  
**Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

**CONTACT INFORMATION**

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

Customer Service/General Information:      Ph: \_\_\_\_\_

To order service:

Name: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Billing & Invoicing question:

Name: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Questions:

Name: \_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

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

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPSAL 21-01  
**Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

**PROPOSAL FORM**

**Due Date & Time: 2:00 p.m. CST, Wednesday, January 20, 2021**

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

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

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

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

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

Proposer's Name: \_\_\_\_\_

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

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 21-01  
**Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

**PROPOSAL FORM**

The undersigned acknowledges that with submission of a proposal that they have read and understand the terms and conditions of the agreement to be offered. The Proposer also acknowledges that they will comply with said provision should they be awarded the contract.

**All proposal 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 proposal price will be accepted without written approval of the Purchasing Director.

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

SUBMITTED BY

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

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

EMAIL \_\_\_\_\_

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

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSALS 21-01  
**Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

**PROPOSAL FORM**

“AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.”

(If an Individual)

Signature of Proposer \_\_\_\_\_ (SEAL)

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

(If a Co-partnership)

Firm name \_\_\_\_\_ (SEAL)

Signed by \_\_\_\_\_ (SEAL)

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

Insert Names  
and Addresses  
of all Members  
of the Firm \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a Corporation)

Corporate Name \_\_\_\_\_  
Signed by \_\_\_\_\_, President

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

Insert (President)\_\_\_\_\_

CORPORATE SEAL Names of (Secretary)\_\_\_\_\_

Officers (Treasurer)\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

(Note: Proposers should not add any conditions or qualifying statements to this proposal for the proposal may be declared irregular as being not responsive to the request for proposal.)

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPSAL 21-01  
**Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

**PROPOSAL FORM**

Proposers may submit proposals on one or more steps in the whole process. The City may choose to award the projects separately or as a whole.

I/WE propose to provide professional, qualified services to repair, replicate, and install the G.A.R. Sentry statue per the specifications in the request for proposal.

	Cost	Time/Days To Complete
Repair of the Sentry Statue		
Fabrication of Replica Statue		
Installation of Replica Statue		
Total Cost		

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

The City of Aurora reserves the right to reject any or all Proposals, or parts thereof, and to waive any technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counter-proposals and to hold the best Proposals for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY \_\_\_\_\_

**City of Aurora Agreement for  
Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

**THIS AGREEMENT**, entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), for the Professional Services to Repair, Replicate and Install the GAR Sentry Statue is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and \_\_\_\_\_ (“Proposer”), located at \_\_\_\_\_.

**WHEREAS**, the City issued a Request for Proposal (“RFP”) on December 27, 2021 for Professional Services to Repair, Replicate and Install the GAR Sentry Statue; and

**WHEREAS**, the Proposer submitted a response to the PROPOSAL and represents that it is ready, willing and able to perform the Services specified in the PROPOSAL and herein as well as any additional services agreed to and described in the Agreement; and

**WHEREAS**, on \_\_\_\_\_, the City awarded a contract to Proposer.

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

**1. Agreement Documents.** The Agreement shall be deemed to include this document, Proposer’s response to the PROPOSAL, to the extent it is consistent with the terms of the PROPOSAL, 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.

Request for Proposal 21-01

In connection with the PROPOSAL and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the PROPOSAL and this Agreement is truthful and correct. Proposer 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. Scope of Services.** Proposer shall perform the Services listed in the PROPOSAL, attached hereto as Exhibit 1.

**3. Term.** The contract shall be in place until the terms of the RFP have been met.

**4. Compensation.**

**a. Maximum Price.** In accordance with the Proposer’s negotiated cost, the price for providing the Services shall be as stated on the submitted proposal form Exhibit 2.

**b. Schedule of Payment.** The City shall pay the Proposer for the Services in accordance with the amounts set forth in Appendix D. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) Each invoice shall be accompanied by a statement of the Proposer of the percentage of completion of the Services through the date of the invoice.

## **5. Performance of Services.**

**Standard of Performance.** Proposer 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 services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that the Proposer 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. Proposer 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 Proposer 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 Proposer from the responsibilities set forth herein.

## **6. Termination.**

**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 Proposer with thirty (30) days notice specifying the termination date. Upon completion of services, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Proposer only for services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

## **7. Miscellaneous Provisions.**

**a. Illinois Freedom of Information Act.** The Proposer 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**

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

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

(If a Corporation)      CORPORATE NAME\_\_\_\_\_

(SEAL)

By\_\_\_\_\_

President – Contractor

ATTEST:

\_\_\_\_\_  
Secretary

(If a Co-Partnership)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Partners doing Business under the firm

\_\_\_\_\_  
Contractor

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(If an Individual) \_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)  
Contractor

**CITY OF AURORA**  
**REQUEST FOR PROPOSAL 21-01**  
**Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

**EXHIBIT 1**

**(REQUEST FOR PROPOSAL)**

**CITY OF AURORA**  
**REQUEST FOR PROPOSAL 21-01**  
**Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

**EXHIBIT 2**

(PROPOSAL FORM 21-01)

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 21-01  
**Professional Services to Repair, Replicate and Install the GAR Sentry Statue**

**SUBMITTAL CHECKLIST**

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: “21-01 Professional Services to Repair, Replicate and Install the GAR Sentry Statue.” In order to be considered responsive, the Proposer must submit all of the following items in their sealed envelope:

- \_\_\_\_\_ Proposal Form (Appendix D) – **Should be in a separate sealed envelope**
- \_\_\_\_\_ Proposal Response – Section 2, Appendix A (Page 19-20)
- \_\_\_\_\_ Proposer’s Certification (Page 6)
- \_\_\_\_\_ Proposer’s Tax Certification (Page 7)
- \_\_\_\_\_ References (Appendix B)
- \_\_\_\_\_ Contact Information (Appendix C)
- \_\_\_\_\_ Proof of Insurance
- \_\_\_\_\_ Signed Agreement (Appendix E)