



## **Invitation to Bid 22-56R**

### **PREVENTATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS AT CITY OF AURORA LIFT STATIONS WATER AND SEWER MAINTENANCE DIVISION**

#### **BID PROPOSALS DUE**

**Wednesday, September 28, 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 22-56R  
**PREVENATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
 AT CITY OF AURORA LIFT STATIONS**

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CITY OF AURORA, ILLINOIS  
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**CITY OF AURORA  
INVITATION TO BID 22-56R  
PREVENTATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

The City of Aurora invites you to bid on the anticipated purchase of preventative maintenance of the natural gas generators at City of Aurora Lift stations for the Water and Sewer Maintenance Division.

Sealed bid proposals will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until **2:00 p.m., CST, Wednesday, September 28, 2022** to determine proposals for the anticipated purchase of the above named service.

The scope of work involves, but is not limited to, perform 11 monthly inspections and an annual maintenance per manufacture guidelines at seven (7) lift stations and at the Water & Sewer facility generator.

The contract will be for an initial term ending December 31, 2023 with two (2) one-year extensions based on mutual agreement between the bidder and the City of Aurora.

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

**A non-mandatory site visit** meeting will be held at 9:00 am CST, Wednesday, September 21, 2022. Potential Bidders must meet at the Clark Street Pump Station located at 144 Baje Industrial Drive, Aurora IL. Bidders must be present at the start of the meeting to participate in the site visit.

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

All bid proposals are to be submitted on the Bid Proposal form provided entitled: "Preventive Maintenance of the Natural Gas Generators at City of Aurora Lift Stations".

Each Bid must be placed in an envelope, sealed, and clearly marked on the outside: "Bid 22-56R for Preventive Maintenance of the Natural Gas Generators at the City of Aurora Lift Stations".

Inquiries and/or questions pertaining to the provisions and specifications of this invitation to 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, Thursday, September 22, 2022. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Friday, September 23, 2022. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the September 22, 2022 8:00 am cut-off date/time.** It is the bidder's responsibility to check the website before submitting their proposal.

The City of Aurora encourages minority business firms to submit bid proposals 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.**

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

When required by State Law, please be advised that all Bids must comply with the Illinois Prevailing Wage Act and the Prevailing Rate of Hourly Wages in the City of Aurora where the Work is to be performed is to be paid to all persons on the project.

The successful respondent shall comply with all codes, ordinances, rules, statutes, laws and regulations of the City of Aurora, State of Illinois as they apply to all Public Works construction projects.

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 bid proposals or portion thereof, or accept an alternate bid proposal. The City reserves the right to waive any immaterial defect in any bid proposal, or technicality, informality or irregularity in the bid proposals received, and to disregard all nonconforming or conditional bid proposals or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bid proposals 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 Invitation to 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 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 are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the Illinois Department of Labor (IDOL).
- 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 submitting a proposal on the Project, or entering into this Proposal 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 (\_\_\_\_) \_\_\_\_\_

FAX No. (\_\_\_\_) \_\_\_\_\_

Subscribed and Sworn to

Before me this \_\_\_\_ day

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

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

STATE OF ILLINOIS        )  
  )  
County of Kane            )        ss.

**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 proposing 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 22-56R  
**PREVENTATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**INSTRUCTIONS TO BIDDERS**

**01. REQUIREMENTS OF BIDDER**

The successful Bidder 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 Bid Proposal Package; (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation; and (c) pay workers in accordance with the schedule of prevailing wages for Kane County.

**02. ACCEPTANCE OF BID PROPOSALS**

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

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

- The City of Aurora reserves the right at any time and for any reason to accept or reject any or all bids or portion thereof, or accept an alternate bid proposal. The City reserves the right to waive any immaterial defect in any bids, 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 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 Invitation to Bid at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a bid proposal.



- Although price is a consideration, qualifications and experience, capacity to handle the work, service, and past experience, if applicable, 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 contract and execute the Work should the contract 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 contract.

The contract 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 Bid Proposal 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 Proposal by a third party courier. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.
- b. Any Bid Proposal received by the Office of the City Clerk **after 2:00 p.m. on Wednesday, September 28, 2022** shall be rejected and returned unopened. **There will be no exceptions!**

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

Bidders are cautioned to verify their bid proposals before submission. Negligence on the part of the Bidder in preparing the bid proposal confers no right for withdrawal or modification of the bid proposal after it has been opened. Bidders may not withdraw their bid proposal after the opening without the approval of the Director of Purchasing. Requests to withdraw a bid proposal must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw its bid 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 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 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 will be 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 Invitation to 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 Invitation to 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 contract, 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 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 Proposal.
- Unreasonable failure to complete a previous Bid/Proposal within the specified time or for being in arrears on an existing Bid/Proposal 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 BIDS**

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 Invitation to 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 BID 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 Invitation to Bid.

**10. SUBLETTING OR ASSIGNMENT OF CONTRACT**

The Bidder shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City, and in no case shall such consent relieve said contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligation hereof. The workers on premise shall be employed by the contractor.

**11. AWARD**

It is the intent of the City to award the contract to the lowest responsive, responsible Bidder meeting specifications and/or intent of the BID. 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.

If the Bidder modifies limits, restricts or subjects his proposal to conditions that would change the requirements of the Invitation to 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 package.

**12. 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**

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!* An authorization agreement form is included in this proposal package for your use and convenience.

**13. PRICES**

The price quoted for services 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.)

**14. 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.

**15. 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.

**16. INTERPRETATION OR CORRECTION OF BID DOCUMENTS**

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

**17. 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 proposal 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.

**18. INSPECTION**

Materials, equipment, or services purchased are subject to inspection and approval by the City. 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, equipment or services shall be removed by or at the expense of the Bidder promptly after rejection.

**19. 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.

**20. 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.

**21. 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 Invitation to 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.

**22. 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 Proposal 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.

**23. ELIGIBILITY**

By signing this Bid Proposal, 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).

**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. 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 Bidder 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 Bidder 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. PERMITS AND LICENSES**

When applicable, the successful Bidder shall obtain, at its own expense, all permits and licenses which may be require

**27. REFERENCES**

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

**28. BONDS AND INSURANCE**

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

**29. INSURANCE AND HOLD HARMLESS PROVISION**

At the Bidder’s expense, the Bidder shall secure and maintain in effect throughout the duration of this Proposal, 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 contract, 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 Proposal 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.

**30. 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 Proposal, 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.

**31. 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 Bidder 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 Bidder for the cost and expenses thereof which bills shall be paid by the Bidder without extra compensation therefore from the City, upon demand by said owners, or upon demand made by the City upon the Bidder for the payment thereof.

**32. MINORITY PARTICIPATION**

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

**33. 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.

**34. 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 Proposal, 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.

**35. PERSONNEL AND EQUIPMENT**

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

Any contractor'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 contractor'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 contractor, 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 Bid.

### **36. 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 contract time.

### **37. SITE VISIT**

**A non-mandatory site visit** meeting will be held at 9:00 am CST, Wednesday, September 21, 2022. Potential Bidders must meet at the Clark Street Pump Station located at 144 Baje Industrial Drive, Aurora IL. Bidders must be present at the start of the meeting to participate in the site visit.

### **38. QUESTIONS**

Inquiries and/or questions pertaining to the provisions and specifications of this bid package or requests for approved equal shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Thursday, September 22, 2022. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Friday, September 23, 2022. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the September 22, 2022 8:00 am cut-off date/time.**

**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 22-56R  
**PREVENTATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**2022 BID SPECIFICATIONS**

**Section 1. Project Introduction and Purpose**

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

Bidder will supply a field service technician to perform 11 monthly inspections at the City of Aurora seven (7) lift stations and at the Water & Sewer facility generator along with an annual schedule maintenance for all seven (7) lift stations and the main facility.

The contract will be for an initial term ending December 31, 2023 with two (2) one-year extensions based on mutual agreement between the bidder and 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**

Proposals must be submitted on the forms provided and all information and certifications called for must be furnished. Bid Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bid Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Bid 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 Bid Proposal 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 contract. Name of person signing should be typed or printed below the signature.

The contract shall include the issuance 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 contract 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 contract 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 contract 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**

Proposer must submit an original bid response and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.

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

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

**BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.**

**Section 3. Scope of Work**

Bidder will perform 11 monthly inspections detailed below for each location. The inspections are to be performed at the seven (7) lift stations listed and at the Water & Sewer facility generator. Please include an annual schedule maintenance for all seven (7) lift stations and the main facility.

**Monthly maintenance work must be completed by the first full week of the month in order to avoid conflicts with scheduled pump maintenance.**

Supply a field service technician to perform scheduled inspection on seven emergency pump engines and one emergency generator at the following locations:

- W&S Maintenance Main Building, 649 S. River Street, Aurora, Illinois 60506
- Clark Lift Station, 144 Baje, Aurora, Illinois 60505
- Manchester Lift Station, 155 Manchester Aurora, Illinois 60506
- Molitor Lift Station, 1610 Molitor, Aurora, Illinois 60505
- Orchard Lift Station, 599 S. orchard, Aurora, Illinois 60506
- Barnes Road/Linden Estates Lift Station, 3112 Moraine Dr., Aurora, Illinois 60506
- White Eagle Lift Station, 4100 Palmer, Aurora, Illinois 60504
- 2750 Freider Lane, Aurora, Illinois 60504

**Section 4. Monthly Inspection Services**

Supply a field service technician to perform monthly scheduled inspections on seven emergency pump engines and one emergency generator.

**Monthly maintenance work must be completed by the first full week of the month in order to avoid conflicts with scheduled pump maintenance.**

**Monthly Service includes the following:**

<b>Air Intake System</b>	
Pre-cleaner	Clean
<b>Cooling System</b>	
Cooling system level	Check
Cooling system protect (Degrees F)	Check
Water pump	Lubricate
Water pump idler pulley	Lubricate
Hoses	Inspect
Belts	Inspect
<b>Fuel System</b>	
Hand throttle open	Check
Fuel solenoid	Check
Fuel lines	Check
Positive gas pressure	Check
<b>Lube System</b>	
Lube oil hoses	Inspect
Engine lube oil level, make-up tank	Fill
Crankcase oil level	Fill

<b>Ignition System</b>	
Ignition timing	Check
Ignition cables, primary & secondary connections	Inspect
Control linkage	Clean/Lube
Governor rod ends	Lubricate
Gov. synchronizer or speed control	Adjust
<b>Additional Items</b>	
Exhaust piping/silencer	Check
Belt tension	Check
Battery terminals	Clean
Battery electrolyte	Check/fill
Battery cranking voltage	Check
Block heater	Check
Safety controls	Test
Engine mounting	Check
Clutch adjustment	Adjust
Clutch bearings	Lubricate

- Reset clock timers for Daylight Savings Time in March & November (Not applicable at Manchester & Molitor lift stations)
- Semi-annual inspection of transfer switch

**Test run unit. Apply load if possible. Inspect unit for any unusual noises or leaks. Clean up work area.**

**Section 5. Annual Inspection Services**

Supply a field service technician to perform an annual scheduled inspection on seven emergency pump engines and one emergency generator.

**Annual Service includes the following:**

<b>Air Intake System</b>	
Pre-cleaner	Clean
Air-cleaner filter element	Clean/Replace
<b>Cooling System</b>	
Cooling system level	Check
Cooling system protect (degrees F)	Check
Water pump	Lubricate
Water pump idler pulley	Lubricate
Hoses	Inspect
Belt	Inspect

<b>Fuel System</b>	
Hand throttle open	Check
Fuel solenoid	Check
Fuel lines	Check
Positive gas pressure	Check
<b>Lube System</b>	
Engine oil	Change
Oil filters	Change
Oil filter seal	Replace
Lube oil strainer element	Clean
Oil cooler (oil side)	Drain
Lube oil hoses	Inspect
Crankcase breather	Clean
Engine lube oil level, make-up tank	Fill
Crankcase oil level	Fill
<b>Ignition System</b>	
Spark plugs	Replace
Magneto drive disc	Replace
Ignition timing	Check
Ignition cables, primary & secondary connections	Inspect
Control linkage	Clean/Lube
Governor rod ends	Lubricate
Gov. synchronizer or speed control	Adjust
<b>Additional Items</b>	
Exhaust piping/silencer	Check
Belt tension	Check
Battery terminals	Clean
Battery electrolyte	Check/fill
Battery cranking voltage	Check
Valves clearance	Adjust
Valve cover gaskets	Replace
Block heater	Check
Carburetor	Check/Adjust
Regulators	Check/Adjust
Cylinder compression	Check
Safety controls	Test
Engine mounting	Check
Clutch adjustment	Adjust
Clutch bearings	Lubricate

(Follow manufacturer maintenance guide.)

**Test run unit. Apply load if possible. (customer to supply operator)**  
**Inspect unit for any unusual noises or leaks. Clean up work area.**

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 22-56R  
**PREVENATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**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 22-56R  
**PREVENATATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**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 22-56R  
**PREVENATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**BID PROPOSAL FORM**

**Bid Proposal Due Date & Time: 2:00 p.m. CST, Wednesday, September 28, 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 Proposal.
  - A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Invitation to Bid, Proposal Specifications and Statement of Work.
  - B. For purposes of this offer, the terms Offeror, Bidder, Respondent, and Vendor are used interchangeably.
  
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All proposal documents have been examined: Bid Specifications, Statement of Work, and the following addenda:  
  
No.\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_\_, (Vendor to acknowledge addenda here.)

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

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

CITY OF AURORA, ILLINOIS  
 INVITATION TO BID 22-56R  
**PREVENATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
 AT CITY OF AURORA LIFT STATIONS**

**BID PROPOSAL FORM**

The contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this Invitation to Bid for the following delivered price:

**Monthly Planned Maintenance at:**

LOCATION	Year 1 Monthly Cost	Year 2 Monthly Cost	Year 3 Monthly Cost
W&S Maintenance Main Building generator set			
Clark Lift Station			
Manchester Lift Station			
Molitor Lift Station			
Orchard Lift Station			
Barnes Road/Linden Estates Lift Station			
White Eagle Lift Station			
2750 Freider Lane Lift Station			
<b>TOTAL MONTHLY COST</b>			
<b>TOTAL ANNUAL COST X 11:</b>			

**Annual Planned Maintenance at:**

LOCATION	Year 1 Cost	Year 2 Cost	Year 3 Cost
W&S Maintenance Main Building generator set			
Clark Lift Station			
Manchester Lift Station			
Molitor Lift Station			
Orchard Lift Station			
Barnes Road/Linden Estates Lift Station			
White Eagle Lift Station			
2750 Freider Lane Lift Station			
<b>TOTAL ANNUAL COST:</b>			

**All quotes must include mileage and additional parts/labor cost. Service dates to be coordinated with the Superintendent of Water and Sewer Maintenance.**

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

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

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 22-56R  
**PREVENTATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**BID PROPOSAL FORM**

All 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 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 proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP 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  
INVITATION TO BID 22-56R  
**PREVENATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**BID 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 RFP for the proposal may be declared irregular as being not responsive to the Request for Proposals.)

**CITY OF AURORA AGREEMENT  
PREVENATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS  
INVITATION TO BID 22-56R**

**THIS AGREEMENT**, entered on this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), for the Preventative Maintenance of the Natural Gas Generators at the City of Aurora Lift Stations (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and \_\_\_\_\_ (“Bidder”), located at \_\_\_\_\_.

**WHEREAS**, the City issued an Invitation to Bid (“**BID**”) for the Preventative Maintenance of the Natural Gas Generators at the City of Aurora Lift Stations for the City of Aurora, IL; and

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

**WHEREAS**, on \_\_\_\_\_, the City’s awarded a contract to Bidder.

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

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

Invitation to Bid 22-56R

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

2. **Scope of Services.** Proposer shall perform the Services listed in the Instructions to Bidders and 2022 Bid Specifications, attached hereto as Exhibit 1.

3. **Term.** The contract will be for an initial term ending December 31, 2023 with two (2) one-year extensions based on mutual agreement between the bidder and the City of Aurora.

#### **4. Compensation.**

**a. Maximum Price.** In accordance with the BID, the maximum price for providing the Services shall be in accordance to the Bid Proposal Form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement. Price shall remain firm for the entire contract period.

**b. Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within thirty (30) days after approval of the invoice.

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

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

#### **6. Termination.**

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

**7. Miscellaneous Provisions.**

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

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

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

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

**FOR CITY OF AURORA**

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

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

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

**CITY OF AURORA  
PREVENATATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS  
INVITATION TO BID 22-56R**

EXHIBIT 1

(INVITATION TO BID 22-56R)

**CITY OF AURORA  
PREVENATATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS  
INVITATION TO BID 22-56R**

**EXHIBIT 2**

**(BID PROPOSAL FORMS 22-56R)**

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 22-56R  
**PREVENATATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**BID SUBMITTAL CHECKLIST**

Each bid proposal must be placed in an envelope, sealed, and clearly marked on the outside: “22-56R Preventative Maintenance of the Natural Gas Generators at the City of Aurora Lift Stations.” In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

- \_\_\_\_\_ Bid Proposal Form (Appendix D)
- \_\_\_\_\_ Bidder’s Certification (Page 1)
- \_\_\_\_\_ Bidder’s Tax Certification (Page 2)
- \_\_\_\_\_ References (Appendix C)
- \_\_\_\_\_ Contact Information (Appendix B)
- \_\_\_\_\_ Agreement (Appendix E)
- \_\_\_\_\_ Local Vendor Preference Application – if applicable (Appendix G)

# **Appendix G**

## **City of Aurora Local Vendor Preference Application**