



**Invitation to Bid 20-51**

**CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**BID PROPOSALS DUE**

**Wednesday, October 21, 2020  
at 2:00 p.m.**

**City of Aurora  
Purchasing Division Office, 1<sup>st</sup> Floor  
44 E Downer Place  
Aurora, Illinois**

**CITY OF AURORA, ILLINOIS  
INVITATION TO BID 20-51**

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WATER TREATMENT PLANT**

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**CITY OF AURORA, ILLINOIS  
INVITATION TO BID 20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

The City of Aurora invites you to bid on the anticipated purchase of the following for use at the Water Treatment Plant Facility:

	<u>TOTAL FOR TWO YEARS</u>
1. Anhydrous Ammonia	- 84,000 Lbs.
2. Liquid Ferric Chloride	- 2,000,000 Lbs.
3. Carbon Dioxide	- 2,800,000 Lbs.
4. Cationic Polymer	- 360,000 Lbs.
5. Sodium Hypochlorite	- 560,000 Gals.

Sealed Bid Proposals must be received by the City of Aurora Purchasing Division, 1<sup>st</sup> Floor, City of Aurora, 44 E. Downer Place, Aurora, IL 60507 **no later than 2:00 pm CST, Wednesday, October 21, 2020**. Bid proposals received after the closing time and date will be returned unopened.

Attached please find specifications and other pertinent documents necessary for you to respond to this bid invitation.

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

Year 1 of the contract period will be from January 1, 2021 through December 31, 2021. Year 2 of the contract period will be from January 1, 2022 through December 31, 2022.

It is recognized that for certain process chemicals sought, performance may vary depending on the specific product supplied. Therefore, vendors who can supply more than one specific product meeting a given specification are encouraged to bid each such product.

All proposals are to be submitted on the bid proposal form provided entitled: "Bid Proposal Form 20-51 Chemicals for the City of Aurora Water Treatment Plant."

Each proposal must be placed in an envelope, sealed, and clearly marked on the outside "Bid 20-51 for Chemicals for the City of Aurora Water Treatment Plant".

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

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

The bidder awarded the contract will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora-il.org. Questions will be accepted until **5:00 pm, Tuesday, October 13, 2020**. 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, Thursday, October 15, 2020. NO questions will be accepted or answered verbally. **No questions will be accepted after the October 13, 2020 5:00 pm cut-off date/time.** It is the bidder's responsibility to check the website before submitting their bid.

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

CITY OF AURORA

Purchasing Division

**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 other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bidder 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.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

NAME OF CORPORATE/COMPANY OFFICIAL \_\_\_\_\_

PLEASE TYPE OR PRINT CLEARLY

TITLE \_\_\_\_\_

AUTHORIZED OFFICIAL SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TELEPHONE (\_\_\_\_) \_\_\_\_\_

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

Subscribed and Sworn to

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

of \_\_\_\_\_, 2020

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

STATE OF ILLINOIS        )  
  )        ss.  
County of Kane            )

**BIDDER’S TAX CERTIFICATION**

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

Bidder deposes, states and certifies that Bidder is not barred from contracting 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 \_\_\_\_\_, 2020.

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 \_\_\_\_\_, 2020.

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

(SEAL)

**CITY OF AURORA, ILLINOIS  
INVITATION TO BID 20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**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 Package; (b) execute a bond necessary for surety acceptable to the City of Aurora in the amount of one hundred percent (100%) of the full contract price and to be conditioned for the faithful fulfillment of the contract for the payment of all labor and materials used in the Work and to include the protection of the City from all liens and damages arising out of the Work; and (c) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

**02. ACCEPTANCE OF BIDS**

- a. **Bidder must submit two (2) complete, sealed, signed and attested copies of the bid, one (1) of which shall be a complete bound copy and one (1) of which shall be complete, identical, unbound copy of the bid, 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. Both copies shall be the forms with the original signatures.**
- b. The City reserves the right to reject any and all Bids or parts thereof and to waive any technicalities and irregularities in the bidding and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the Bid proposals for ninety (90) days from the opening date set forth above. 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 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.
- c. Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No Bid will be considered unless the Bidder 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 him. Bid 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 responsible Bidder. In determining the responsibility of any Bidder, the City may take into account other factors in addition to financial responsibility, 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 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 BIDS**

- 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 Purchasing Division in person. Overnight courier It is suggested is acceptable provided timely receipt of Bid Proposals. The City shall not be responsible for late delivery of your Bid by a third party courier. The Bidder assumes responsibility for late delivery of the mail. **It is the sole responsibility of the Bidder to see that their Bid Proposal is received in the proper time.**
- b. Bids must be mailed to the Purchasing Division office located at 44 E. Downer Place, Aurora, IL 60507. City Hall is open to the public on Monday, Wednesday and Fridays, but is accepting deliveries Monday through Friday 8:00 am – 5:00 pm.
- c. Any Bid Proposal received by the Purchasing Division **after 2:00 p.m. on Wednesday, October 21, 2020** shall be rejected and returned unopened. **There will be no exceptions!**

**04. WITHDRAWAL OF BIDS**

Bidders may not withdraw their Bid after the Bid opening without the approval of the Purchasing Director. Requests to withdraw a Bid must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw its Bid by written request, provided that the request is received by the City Clerk prior to the scheduled Bid opening and at the address to which Bids were to be submitted. Following withdrawal or modification of its Bid, Bidder may submit a new Bid, provided it is received by the Purchasing Division's Office prior to the bid due date. No Bid will be opened which is received after the time and date scheduled for the Bids to be received.

**05. BID DEPOSIT**

No Bid Deposit Required.

**06. BOND AND INSURANCE**

The Bidder awarded the contract will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

**07. CITY'S AGENT**

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

## 08. INVESTIGATION

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

Each Bidder submitting a Bid is responsible for examining the complete 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 the bidding. The submission of a Bid 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 Bid 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 Bid for all contingencies. Before any award is made of the contract to the Bidder, the Bidder 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.

## 09. BIDDER CAPABILITY

Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- For 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 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.**

## 10. 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 on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Bid proposal 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, each Bid, after the first, is to be considered an **alternate**. THESE BIDS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE BID PROPOSAL PAGE MUST BE PLAINLY MARKED “**ALTERNATE BID**”. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the Bid.

## **11. BID AWARD**

Except as otherwise may be stated in the Specifications, Bid award shall be made to the lowest responsible Bidder meeting the requirements and/or intent of the specifications at the net delivered price(s) shown and best responding to the needs of the City, in the City’s sole discretion. However, if the Bidder modifies limits, restricts or subjects his Bid proposal to conditions that would change the requirements of the specifications, this would be considered a conditional or qualified Bid proposal and will not be accepted. The City reserves the right to delete any Bid item listed in the Bid Package.

## **12. PRICES**

- a. Unit prices shall be shown for each unit on which there is a Bid, and shall include all packing, crating, freight and shipping charges to destination unless otherwise stated in the Bid proposal.
- b. 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 or his authorized representative must initial any alteration in ink.)

## **13. DISCOUNTS**

Cash discounts for payment thirty (30) days or more may be considered in awarding the Bid. Discounts of less than thirty (30) days will not be considered in the Bid evaluation. Where the net Bid is equal to a Bid with the cash discount deducted, the award shall be made to the net Bid. Discounts will be figured from the date of receipt of a proper invoice.

## **14. TAXES**

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

## **15. PAYMENTS**

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.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!*

#### **16. DEFAULT**

In case of default by successful Bidder, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

#### **17. CANCELLATION**

The City reserves the right to cancel the whole or any part of the contract if the Bidder fails to perform any of the provisions in the contract 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.

#### **18. SIGNATURES**

Each Bid must be signed by the Bidder with his/her usual signature. Bids 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. Bids 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, its agent must present legal evidence that he has lawful authority to sign said Bid 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 contract is executed that it is authorized to do business in the State of Illinois. Bids 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. Bids 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 forms shall be initialed by the person signing the Bid. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder 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 Bidders, the conditions stated in Special Conditions and Specifications shall take precedence.

**20. PERMITS AND LICENSES**

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

**21. PATENTS**

To the extent the City uses the Work in accordance with the Bidder's written instructions, the successful Bidder agrees to indemnify, protect, defend, and save the City of Aurora and its officers and employees, harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture, construction, presentation or form a part of the Work covered by the contract.

**22. SAMPLES**

Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the Bidder's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.

**23. DEMONSTRATIONS**

Bidders are required, if requested to do so, to effect a demonstration of the item(s) being Bid if the City feels it has insufficient knowledge of the item's operations or performance capability. Such demonstration must be at a site which is most convenient and agreeable to the effected City personnel.

**24. 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.

**25. DATA**

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

**26. 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, 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.

**27. 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. To the extent the City uses the Work in accordance with the Bidder's written instructions, 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.

**28. INSURANCE AND HOLD HARMLESS PROVISION**

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this contract, 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, notice will be delivered in accordance with the policy provisions".

If 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.

## **29. 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 contract, and any and all liability resulting thereupon, except to the extent caused by the City as adjudicated by a court of law or agreed upon by the parties; 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.

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

If the Bidder 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 Bidder; 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 Bidder 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 Bidder 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.

**31. MINORITY PARTICIPATION**

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

**32. LOCAL BIDDER PREFERENCE**

O18-070, amended by 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

**33. PROSECUTION OF WORK**

The Bidder 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.

**34. GUARANTEES AND WARRANTIES**

All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Purchasing Division before final payment on the Contract is issued. Information describing such guarantees and warranties shall be included as part of the bid. The bidder shall also specify any guarantees or warranties which are available for purchase by the City and shall transfer the same in writing upon completion of the work, along with a Bill of Sale as may be appropriate.

**35. QUESTIONS**

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org). Questions will be accepted until **5:00 pm, Tuesday, October 13, 2020**. 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, Thursday, October 15, 2020. NO questions will be accepted or answered verbally. **No questions will be accepted after the October 13, 2020 5:00 pm cut-off date/time.**

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



**CITY OF AURORA  
INVITATION TO BID  
20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**SUPPLEMENT I  
INSTRUCTIONS TO BIDDERS**

1. Bid Proposals and accompanying documents must be typewritten or printed in black type or ink except for signature line(s), for which only black ballpoint ink or regular pen ink may be used.
2. All erasures and/or corrections must be initialed by the individual authorized to sign Bid Proposal.
3. The City reserves the right to question and/or adjust for clarification only mathematical figures and/or computations. Respondent shall so agree in writing to any mathematical error found and clarified.
4. Bids may be delivered to the Purchasing Division Office located at 44 E. Downer Place, Aurora, IL 60507 in person or by U.S. Mail, overnight courier service, or other similar means. City Hall is open to the public on Monday, Wednesday and Fridays, but is accepting deliveries Monday through Friday 8:00 am – 5:00 pm.
5. **Any bid proposal received after 2:00 P.M. Wednesday, October 21, 2020, shall be rejected.**
6. Any deviations, notations, additions, or deletions, other than noted on specification sheets, must be noted on separate letterhead numbered in order as they appear on face of specification sheets and submitted by the question due date/time of **5:00 pm, October 13, 2020** to be considered.
7. The City reserves the right to call for separate consultation with either or both of the two lowest bidders for clarification or additional information regarding any or all of the Bids made.
8. Minimum of three (3) references of other or like private or public agencies that have ordered and received a comparable item from the Bidder during the past three (3) years must be supplied on a separate sheet.
9. All bids must be submitted in a sealed envelope marked with the appropriate generic name or terminology of the item(s) present in bid, along with the date of the bid opening.
10. Respondents shall submit complete descriptive brochures, technical data, and detailed specifications of all chemicals as represented in the bid proposal submitted.

**CITY OF AURORA  
INVITATION TO BID  
20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**GENERAL CONDITIONS**

1. Bidders may submit prices for any, all, or combination of the chemicals listed on the bid form. The City reserves the right to purchase chemicals from the low bidder for each item. It is the City's intent to obtain bids for each chemical for each year of a 2-year period. Year 1 will be the period of January 1, 2021 through December 31, 2021. Year 2 will be the period of January 1, 2022 through December 31, 2022.
2. Unless stated otherwise, the quantity specified to be provided is an estimate only. The actual requirements may vary widely with actual demand based on changes in raw water quality, finished water demand, and process chemical selection. The materials will be ordered on an as needed basis as directed by the Superintendent of Water Production or his designate.
3. The successful bidder shall provide an affidavit of compliance with any referenced AWWA and NSF standard. In any event, all chemicals shall meet or exceed the purity requirements as stated in the National Research Council Water Chemical Codes.
4. AWWA standards referenced shall in all cases be the most current edition of those specifications.
5. Time and rate of shipment of each order are considered essential elements of this contract. Should the successful bidder fail to deliver the quantity ordered within the time specified, the City shall have the right to purchase a similar quantity from other sources.
6. Successful bidders will be required to provide up-to-date product literature and Material Safety Data Sheets (MSDS) for each chemical supplied. This literature must be provided with the bid document.
7. Deliveries **must not be made** on weekends or holidays unless approved by the Superintendent of Water Production or his designee. Acceptable delivery times are listed under Special Conditions for each specific chemical.
8. Where chemicals are delivered on pallets, pallet weight must not exceed 2,000 pounds.
9. Deliveries with stacked pallet loads will not be accepted.
10. Unless otherwise stated in the special conditions, chemicals are to be delivered by truck with maximum trailer height of 13'0" and tailgate height a minimum of 3'6" and a maximum of 4'6".
11. Unless otherwise stated in the special conditions, deliveries under this contract shall be made to either the City of Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora, Illinois or to the City of Aurora River Intake Pumping Station at 1110 Aurora Avenue, Aurora, Illinois in accordance with the instructions of the Superintendent of Water Production or his designate.

## GENERAL CONDITIONS (cont.)

12. All chemical supplies shall be free from wood, metal, paper, plastic, or other materials that may impair the proper operation of feed equipment. The supplier shall be liable for any damage caused to chemical feed equipment by such material.
13. Suppliers shall be liable for cleanup and/or repairs of any plant facility required by spillage or other damage during chemical delivery caused by negligence or faulty equipment of company making delivery.
14. **Prices shall remain firm for the entire contract period.**
15. Bids must state deposits required for containers or pallets when applicable. Where deposits are paid for returnable containers or pallets, the deposits will be deducted from the last invoice in the contract period if the contract is not renewed.
16. Prices are to be quoted FOB Aurora, Illinois. Bids not quoted FOB Aurora, Illinois are subject to rejection.
17. Responsive bids will be evaluated on the basis of cost per pound of active chemical or gallons of solution as listed on the "Bid Proposal Form".
18. If the supplier is unable to deliver the requested order quantity of any chemical throughout the length of the contract, the Superintendent of Water Production shall be notified as soon as possible by e-mail and phone.
19. A photo identification of the delivery driver shall be faxed to the City of Aurora Water Treatment Plant prior to the delivery for identification purposes.

**CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**SPECIAL CONDITIONS**

**ANHYDROUS AMMONIA**

Material

The Anhydrous Ammonia supplied must meet ANSI/AWWA Standard B305-15 and shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects. Documentation of such must be submitted with the bid. The product supplied shall meet the following requirements:

NH <sub>3</sub> Content	99.9965% minimum
H <sub>2</sub> O Content	33 ppm maximum
Oil Content	2 ppm maximum

Delivery

Anhydrous ammonia shall be delivered to the City of Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora, Illinois 60505. Delivery shall be in accordance with all federal, state and local requirements. The Contractor shall fill the City of Aurora 1,000-gallon anhydrous ammonia vessel located on the Water Treatment Plant site.

Deliveries shall be made Monday through Friday, excluding City holidays, between the hours of 7:30 A.M. and 3:30 P.M. local time. Deliveries outside the specified hours or on weekends/holidays will be allowed with special permission from the Superintendent of Water Production.

Deliveries will be approximately 4,000 pounds. Chemical will be ordered on an as needed basis. Delivery of the anhydrous ammonia shall be made within five (5) working days after order placement.

The supplier must be able or subcontract to an Owner approved company, to service and maintain the anhydrous ammonia storage pressure vessel and perform an annual inspection of vessel and all related equipment. Scheduling to be coordinated with the Owner. **The cost of the annual inspection is to be incidental to the bid price.**

**CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**SPECIAL CONDITIONS**

**LIQUID FERRIC CHLORIDE**

**Material**

The Liquid Ferric Chloride supplied must meet ANSI/AWWA Standard B407-18 and shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects. Documentation of such must be submitted with the bid.

The material shall be a minimum of 38% FeCl<sub>3</sub> by weight. The material shall conform to all other chemical requirements stated in the above ANSI/AWWA Standard.

The supplier shall furnish a table showing the percentage of ferric chloride for different specific-gravity readings.

**Delivery**

Delivery shall be to the City of Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora, Illinois. The chemical shall be transported and delivered in accordance with all federal, state and local requirements. The chemical shall be unloaded into the City storage vessels located inside the water plant. A three inch diameter fill pipe for the tanks includes a capped quick disconnect on the outside wall of the treatment plant adjacent to the access road and dock to facilitate delivery. The full level of the storage tanks is approximately 14 feet higher than the pavement in the unloading area. The delivery truck shall be equipped with a pump, pneumatic equipment or other means acceptable to the City to allow for complete filling of the storage tanks. The delivery truck shall be provided with a discharge hose, nozzle and adapters to connect to the fill pipe.

Deliveries shall be made Monday through Friday, excluding City holidays, between the hours of 7:30 A.M. and 3:30 P.M. local time.

Deliveries will be ordered on an as needed basis with each delivery consisting of approximately 4,000 gallons. Deliveries must be made within five (5) working days after order placement.

A certificate of analysis must be provided with each delivery.

Manufacturer must provide two (2) one-hour “Safe Handling and Use of Liquid Ferric Chloride” classes, to be held at the Aurora Water Treatment Plant annually on two different days, when requested.

**CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**SPECIAL CONDITIONS**

**CARBON DIOXIDE**

**Material**

The Liquid Carbon Dioxide supplied must meet ANSI/AWWA Standard B510-18 and shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects. Documentation of such must be submitted with the bid.

The carbon dioxide supplied shall have a CO<sub>2</sub> content of  $\geq 99.5\%$  by weight.

**Delivery**

Delivery shall be to the City of Aurora Water Treatment Plant located at 1111 Aurora Avenue, Aurora, Illinois. The supplier shall supply and off load carbon dioxide to the City's north 30-ton receiving vessel or south 34-ton receiving vessel. The receiving vessels are welded steel pressure vessels capable of holding 30-tons and 34-tons of liquid carbon dioxide at 300 psi and zero degrees Fahrenheit. Transferring the liquid carbon dioxide from the transport vehicle to the storage vessels shall be the responsibility of the supplier, and the supplier shall be responsible for providing all hoses, connections and adapters for this purpose.

Deliveries shall be made Monday through Friday, excluding City holidays, between the hours of 7:30 A.M. and 3:30 P.M. local time.

Deliveries shall be approximately 20 tons. Materials will be ordered on an as needed basis. Delivery of the liquid carbon dioxide shall be made within five (5) working days after order placement.

The supplier has the option, with the advance permission of the City, to make deliveries at his convenience, provided that the supplier maintains quantities in the City's storage vessel satisfactory to the Superintendent of Water Production.

The supplier must be able or subcontract to an Owner approved company, to service and maintain both the 30-ton and 34-ton vessels and perform an annual inspection of both vessels and all related equipment. Scheduling to be coordinated with Owner. **The cost of the annual inspection is to be incidental to the bid price.**

**CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**SPECIAL CONDITIONS**

**CATIONIC POLYMER**

**Material**

The Cationic polymer supplied shall be a neat, liquid coagulant classified as poly (Diallyldimethylammoniumchloride) or polyDADMAC. The material must meet ANSI/AWWA Standard B451-16 and shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects. Documentation of such must be submitted with the bid.

The product bid will be 20% active polyDADMAC  $\pm$  1% and the bidder shall specify the % active polymer content by weight of the material. The product bid must also be defined as low molecular weight per ANSI/AWWA Standard B451-16.

Suppliers shall submit **upon request** with their bid a minimum of one gallon of the cationic polymer. Suppliers shall also submit complete descriptive literature on the cationic polymer including physical characteristics, chemical characteristics and performance data. The City shall evaluate both cost and effectiveness of the material and reserves the right to test several cationic polymers to determine their performance.

**Delivery**

Delivery shall be to the City of Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora, Illinois. The chemical shall be transported and delivered in accordance with all federal, state and local requirements. The chemical shall be unloaded into the two City Cationic Polymer storage vessels located inside the water plant. A three inch diameter fill pipe for the tanks includes a capped quick disconnect on the outside wall of the treatment plant adjacent to the access road and dock to facilitate delivery. The full level of the storage tanks is approximately 14 feet higher than the pavement in the unloading area. The delivery truck shall be equipped with a pump, pneumatic equipment or other means acceptable to the City to allow for complete filling of the storage tanks. The delivery truck shall be provided with a discharge hose, nozzle and adapters to connect to the fill pipe.

Deliveries shall be made Monday through Friday, excluding City holidays, between the hours of 7:30 A.M. and 3:30 P.M. local time.

Deliveries will be ordered on an as needed basis with each delivery consisting of approximately 5,000 gallons. Deliveries must be made within five (5) working days after order placement.

A certificate of analysis must be provided with each delivery.

**CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**SPECIAL CONDITIONS**

**SODIUM HYPOCHLORITE**

**Material**

- Product must meet ANSI/AWWA Standard B300-18. Product shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects.
- Documentation demonstrating ANSI/AWWA and NSF approval must be submitted with the bid.
- Product composition must be a minimum 15 trade percent sodium hypochlorite as available chlorine at the time of delivery.
- A typical lot analysis, product information sheet and MSDS must be included with the bid.
- A Certificate of Analysis must be provided with each delivery.
- The Certificate of Analysis must contain a lot number, volume percent of available chlorine, excess caustic as NaOH and specific gravity at 20°C.
- The analytical procedure used for each Certificate of Analysis parameter must be submitted to the Aurora Water Treatment Plant prior to first delivery.
- Manufacturer must provide two (2) one-hour “Safe Handling and Use of Sodium Hypochlorite” classes, to be held at the Aurora Water Treatment Plant annually on two separate days, when requested.
- If any test conducted by the City of Aurora within two (2) business days of delivery shows that the sodium hypochlorite does not meet the minimum required available chlorine content, it is agreed that 10% of the price herein specified will be deducted from the payment for that shipment as liquidated damages.

**Delivery**

Delivery shall be to the City of Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora, Illinois. The chemical shall be transported and delivered in accordance with all federal, state and local requirements. The chemical shall be unloaded into one of the four Sodium Hypochlorite bulk storage tanks located inside of the water plant. A two-inch diameter fill pipe for the tank is located on the outside wall of the treatment plant adjacent to the access road to facilitate delivery. The delivery truck shall be equipped with pneumatic equipment or other means acceptable to the City to allow for complete filling of the storage tanks. The delivery truck shall provide a discharge hose, nozzle and adapters to connect to the fill pipe.

Deliveries shall be made Monday through Friday, excluding City holidays, between the hours of 7:30 A.M. and 3:30 P.M. local time. Deliveries outside the specified hours or on weekends/holidays will be allowed with special permission from the Superintendent of Water Production.

Deliveries will be ordered on an as needed basis with each delivery consisting of approximately 4,700 gallons each. Deliveries must be made within five (5) working days after order placement.



**CITY OF AURORA, ILLINOIS  
INVITATION TO BID 20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**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 20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**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 20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT FACILITY**

**BID PROPOSAL FORM**

**Bid Due Date & Time: 2:00 p.m. CST, Wednesday, October 21, 2020**

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

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

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

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

No.\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_\_, (Vendor to acknowledge addenda here.)
  
  - B. To be prepared to execute a contract with the City within ten (10) calendar days after approval by Aurora City Council.

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

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

**INVITATION TO BID 20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT FACILITY**

**BID PROPOSAL FORM**

Bidders may bid on any or all of the items. **The Agreement term will be for a one-year period with a 2<sup>nd</sup> year extension option**, subject to mutual administrative consent between the City of Aurora and the Bidder. Year 1 will be the period of January 1, 2021 through December 31, 2021. Year 2 will be the period of January 1, 2022 through December 31, 2022. Bidders shall familiarize themselves with the General Conditions, Special Conditions and the delivery destination.

**All bids must be submitted on this bid form.** The quantities listed are approximate:

**YEAR 1:**

<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
1. Anhydrous Ammonia	42,000	Lbs.	_____	_____
2. Liquid Ferric Chloride	1,000,000	Lbs.	_____	_____
3. Carbon Dioxide	1,400,000	Lbs.	_____	_____
4. Cationic Polymer	180,000	Lbs.	_____	_____
5. Sodium Hypochlorite	280,000	Gals.	_____	_____

**YEAR 2:**

<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
1. Anhydrous Ammonia	42,000	Lbs.	_____	_____
2. Liquid Ferric Chloride	1,000,000	Lbs.	_____	_____
3. Carbon Dioxide	1,400,000	Lbs.	_____	_____
4. Cationic Polymer	180,000	Lbs.	_____	_____
5. Sodium Hypochlorite	280,000	Gals.	_____	_____

**Your Company's Name** \_\_\_\_\_

**CITY OF AURORA, ILLINOIS  
INVITATION TO BID 20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT  
BID PROPOSAL FORM**

The Bidder shall furnish the chemicals, F.O.B. Aurora Water Treatment Plant, 1111 Aurora Avenue, Aurora, Illinois with freight allowed to destination.

The undersigned Bidder proposes to furnish all labor, materials, equipment and services to satisfactorily perform the above referenced contract.

If there is a discrepancy between the unit price and the total, the unit price will prevail. Designate below the telephone number and contact person who is to be notified for shipment request:

Telephone # \_\_\_\_\_

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

The bid price for material shall include shipping and shall remain firm for the duration of this contract year unless otherwise stated below. The City of Aurora reserves the right to limit quantities to meet the needs of the City.

No additional charges over total net bid price will be accepted without written approval of the Purchasing Director.

All bid prices shall be shown as delivered Aurora Destination, Prepaid and Allowed.

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

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

**BID SUBMITTED BY:**

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

PREPARER'S NAME \_\_\_\_\_

Please Type

CONTRACT PERSON \_\_\_\_\_

Please Type

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

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

Title

EMAIL: \_\_\_\_\_

**CITY OF AURORA, ILLINOIS  
INVITATION TO BID 20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

**BID SUBMITTAL CHECKLIST**

Each Bid Must Be Placed In An Envelope, Sealed, And Clearly Marked On The Outside: **“20-51 CHEMICALS FOR THE CITY OF AURORA WATER TREATMENT PLANT.”** In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

1. \_\_\_\_ Bidder’s Certifications (Page 01 )
2. \_\_\_\_ Bidder’s Tax Certification (Page 02)
3. \_\_\_\_ Bid Proposal Form (Appendix E)
4. \_\_\_\_ Local Preference Application – if applicable (Appendix H)
5. \_\_\_\_ Contact Information (Appendix C)
6. \_\_\_\_ Reference List (Appendix D)
7. \_\_\_\_ Contract (Appendix G)

# APPENDIX G

## Sample Contract

### CITY OF AURORA AGREEMENT FOR CHEMICALS FOR THE CITY OF AURORA WATER TREATMENT PLANT INVITATION TO BID 20-51

**THIS AGREEMENT**, entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), for the Chemicals for the City of Aurora Water Treatment Plant (“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”) on \_\_\_\_\_ for the Chemicals for the City of Aurora Water Treatment Plant located at 1111 Aurora Avenue, 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 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 20-51

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

**2. Scope of Services.** Bidder shall perform the Services listed in the Instructions to Bidders and Special Conditions, attached hereto as Exhibit 1.

**3. Term.** Year 1 of the contract period will be from January 1, 2021 through December 31, 2021. Year 2 of the contract period will be from January 1, 2022 through December 31, 2022.

**4. Compensation.**

**a. Maximum Price.** In accordance with the Bidder’s Bid, the maximum price for providing the Services shall be:

<u>Item</u>	<u>Unit Price</u>	<u>Contract Period</u>
_____	_____	January 1 through December 31, 2021
_____	_____	January 1 through December 31, 2022

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. 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.** 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 if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to 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  
INVITATION TO BID 20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

EXHIBIT 1

(INVITATION TO BID)

**CITY OF AURORA  
INVITATION TO BID 20-51  
CHEMICALS FOR THE CITY OF AURORA  
WATER TREATMENT PLANT**

EXHIBIT 2

(BID PROPOSAL FORM 20-51)

## **APPENDIX H**

### **Local Preference Application**



## City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, amended with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: \_\_\_\_\_
- 2) Name of Business: \_\_\_\_\_
- 3) Address of Local Office: \_\_\_\_\_
- 4) City, State, Zip: \_\_\_\_\_
- 5) Company's Web Address: \_\_\_\_\_
- 6) Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 7) County your Local Business is Located In: \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **Sec. 2-410.-Prequalification; local bidder.**

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
  - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
  - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

***Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.***

***Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.***

**Return completed application, with all required backup documentation to:**

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

**Or email to: [PurchasingDL@Aurora-il.org](mailto:PurchasingDL@Aurora-il.org)**

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Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Letter Sent: \_\_\_\_\_

Denied: \_\_\_\_\_

Initials: \_\_\_\_\_