



**ORIGINAL**

**City of Aurora, Illinois**  
**Invitation to Bid 18-62**  
**Dress/Work Uniforms**  
**For the Aurora Fire Department**

**BID PROPOSALS DUE**

**Wednesday, October 31, 2018**  
**at 2:00 p.m.**

**City of Aurora**  
**City Clerk's Office, 2<sup>nd</sup> Floor**  
**44 E Downer Place**  
**Aurora, Illinois**

**CITY OF AURORA, ILLINOIS**

**INVITATION TO BID**

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Richard C. Irvin  
Mayor

**CITY OF AURORA  
INVITATION TO BID  
18-62  
DRESS/WORK UNIFORMS  
FOR THE AURORA FIRE DEPARTMENT**

The City of Aurora invites you to bid on the anticipated purchase of uniform apparel for the Aurora Fire Department.

Sealed Bid proposals will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507-2067 until **2:00 p.m., Wednesday, October 31, 2018** to determine proposals for the anticipated purchase of the above named items.

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

The contract is for a one-year term, with two 1-year extensions, subject to mutual consent between the City of Aurora and the Supplier.

**DO NOT SEND OR DELIVER BIDS PROPOSALS** to the Purchasing Division Office.

All proposals are to be submitted on the bid proposal form provided entitled: "Bid Proposal Form 18-62 Dress/Work Uniforms".

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "18-62 Bid for Dress/Work Uniforms".

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 8:00 am, Tuesday, October 23, 2018. 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 25, 2018. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after October 23, 2018, 2018 8:00 am cut-off date/time.** It is the bidder's responsibility to check the website before submitting their bid.

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

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

A bid bond in the amount of 10% of the bid price is required to be furnished with the bid presented.

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

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.

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 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 Ray O'Herron Co. Inc.

ADDRESS 3549 N. Vermilion Street

CITY/STATE/ZIP CODE Danville, Illinois 61834

NAME OF CORPORATE/COMPANY OFFICIAL Justin Fredericks  
PLEASE TYPE OR PRINT CLEARLY

TITLE Treasurer/Secretary

AUTHORIZED OFFICIAL SIGNATURE 

DATE 10/29/2018

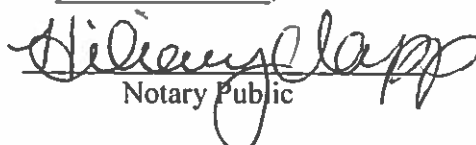
TELEPHONE ( 800 ) 223-2097

FAX No. ( 888 ) 223-3235

Subscribed and Sworn to

Before me this 29th day

of October, 2018

  
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 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 29th day of October, 2018.

By   
(Signature of Bidder's Executing Officer)

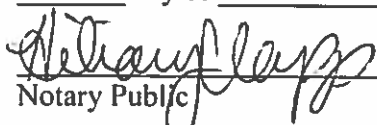
Justin Fredericks  
(Print name of Bidder's Executing Officer)

Treasurer/Secretary  
(Title)

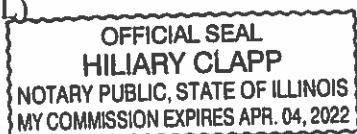
ATTEST/WITNESS:

By Hilary Clapp  
Title Contract Coordinator

Subscribed and sworn to before me this  
29th day of October, 2018.

  
Notary Public

(SEAL)



**CITY OF AURORA, ILLINOIS  
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; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

**02. ACCEPTANCE OF BIDS**

- a. **Bidder must submit three (3) 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.

## **INSTRUCTIONS TO BIDDERS**

### **03. RECEIPT OF BIDS**

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Bids may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Bids. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that his Bid is received in the proper time.
- b. Any Bid received by the Office of the City Clerk after **2:00 pm, Wednesday October 31, 2018** shall be rejected.
- c. All Bids must be submitted upon the blank forms attached herein with all blank spaces filled in and any alterations or erasures explained. Bids that contain any omissions, erasures, or alterations, or that contain any additions or omissions of items not called for in the Bid Package, or that contains irregularities of any kind, may be rejected as informal. Bids shall be in strict conformity with the Bid Package and any applicable Addenda. Only Bids which are made out upon the Bid Form will be considered. Partial or incomplete Bids will not be considered.

### **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 City Clerk 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**

Each Bidder shall deposit with his bid a bid guarantee consisting of a bank draft, bid bond, cashier's check, or certified check drawn on a good and solvent National or State Bank and payable to the order of the city, in an amount not less than 10% of the total amount of the bid submitted, as a guaranty that in case the Bidder's bid is accepted, the Bidder shall within one day after the date of such acceptance and notification thereof, deliver to the city a contract signed and executed by the contractor, proper insurance certificates and a Performance Bond in one hundred percent of the contract sum furnished by a responsible bonding company acceptable to and written upon forms prepared or approved by the city as security for payment the faithful performance of the contract. All bid deposits will be retained by the city until a bid award is made, at which time the bid deposit will be promptly returned to the unsuccessful Bidders. The bid deposit of the successful Bidder will be retained until the equipment, goods or services have been received or completed and found to be in compliance with the specifications. Performance by the contractor shall not be considered complete, until final inspection and acceptance by the city of the contractor's work. Final inspection shall occur within 30 days after the actual completion of the work. Execution of the contract is contingent upon receipt of an acceptable Performance Bond and any required certificates



## **INSTRUCTIONS TO BIDDERS**

of insurance. Upon failure to meet the requirements of this paragraph, the Bidder shall forfeit the amount deposited as liquidated damages and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the aforementioned amount.

### **06. BOND AND INSURANCE**

The requirement of a labor and material payment and performance bond will be waived for purposes of this contract.

### **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 QUALIFICATION**

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.

## **INSTRUCTIONS TO BIDDERS**

- 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.

## **INSTRUCTIONS TO BIDDERS**

### **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**

The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract, within thirty (30) days of the receipt of the invoice.

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 to the following address:

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

### **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

## **INSTRUCTIONS TO BIDDERS**

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**

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

## **INSTRUCTIONS TO BIDDERS**

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. SEQUENCE**

The **Bid form(s) shall be the top (1st) sheet(s) of the Bid proposal package** returned to the City for consideration. All other sheets and/or documentation shall follow.

### **27. 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.

### **28. 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.

### **29. 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

## INSTRUCTIONS TO BIDDERS

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".

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.

### 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.

## **INSTRUCTIONS TO BIDDERS**

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; 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. 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.

### **32. MINORITY PARTICIPATION**

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

### **33. LOCAL BIDDER PREFERENCE**

O18-070 approved August 28, 2018 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.

## **INSTRUCTIONS TO BIDDERS**

### **34. 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. The Bidder shall solely be fully responsible for complying with State and local prevailing wage requirements in accordance with the Bidders Certification, and for all wage rate and hour regulations and applications.

### **35. 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.

### **36. 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 8:00 am, Tuesday, October 23, 2018. 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 25, 2018. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after October 23, 2018 8:00 am cut-off date/time.**

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



**CITY OF AURORA  
SPECIFICATIONS FOR  
18-62 DRESS/WORK UNIFORMS  
FOR THE AURORA FIRE DEPARTMENT**

**GENERAL**

The City of Aurora is soliciting bids for dress/work uniforms for the Aurora Fire Department covering the 2019 fiscal year (January 1, 2019 through December 31, 2019).

**SECTION 1.0 – SCOPE**

These specifications are for the purchase of Fire Department Dress and Work Uniforms for the Aurora Fire Department.

The Aurora Fire Department has 195 sworn personnel, including Chief Officers, Fire Officers (Captains and Lieutenants), and Firefighters and Civilian Fire Inspectors. The department has established a quartermaster system for all uniformed personnel.

Name brand specifications will describe apparel of a certain quality with certain features, and indicate styles describing the current Aurora Fire Department apparel. Other manufacturers' equivalent models of apparel may be considered as alternates.

This contract shall cover the City of Aurora's 2019 fiscal year (January 1, 2019 through December 31, 2019). **Bidders shall provide an option for renewal, and shall be limited to two-(1) year contracts.** The City will not be bound to an approved purchase contract if funds are not designated by the City Council for this specific purpose for the 2019 fiscal year or any subsequent renewal year.

**SECTION 2.0 – PRICING**

Bid sheets include the following information:

Item:	A short description of the item
Manufacturer:	The maker of the item.
Style:	The vendor/manufacturer style name/number or catalog ID number for identification purposes.
Unit Price:	The price per unit of the specified item, <u>INCLUDING SHIPPING.</u>
Annual Estimate:	The anticipated quantity of the item that will be purchased in fiscal year 2019.
Total Price:	The total cost (Unit Price X Annual Estimate) of the specified item, <u>INCLUDING SHIPPING.</u>
Delivery:	Estimated delivery time.

### **SECTION 3.0 – SAMPLES**

Group 1 and Group 2: Vendors desiring to bid on items in Group 1 or Group 2 are required to submit one (1) sample of each item on which they will be quoting a price. For comparison purposes, sizes shall be as follows:

Shirts:	Neck 16 ½ ", Sleeve 33"
Trousers:	Waist 36"
Dress Blouse:	Chest 46" Long
Jackets:	Extra Large
Sweatshirts:	Extra Large

Group 3: Vendors desiring to bid on items listed in Group 3 are required to submit one sample of each item on which they will be quoting a price. Size 10.5 -11

Vendors wishing to bid alternates are required to submit one sample of each item.

**Samples shall be delivered not less than seven (7) days prior to, the announced date and time of the bid opening to the attention of:**

**Deputy Chief  
Aurora Fire Department  
75 N. Broadway  
Aurora, IL 60505**

Included with each sample shall be supporting product information concerning fabric, construction, and care and cleaning of the garment.

**Vendors shall be responsible for retrieving their samples after the date the bid is awarded.**

### **SECTION 4.0 – EXCEPTIONS**

All deviations from these specifications shall be so stated on the returned bid. Unless so stated by the bidder, the City shall assume that all requirements have been met.

### **SECTION 5.0 – SEWING, EMBROIDERY, HEMMING, ALTERATIONS, OVERSIZE CHARGES**

There shall be no additional charges for sewing patches on shirts, dress blouse coats, jackets and sweatshirts.

There shall be no additional charges for hemming trousers.

There shall be no additional charge for embroidery on jackets, polos or sweatshirts.

There shall be no additional charges for alterations to dress blouse coats.

There shall be no oversize charges.

## **SECTION 6.0 – AWARD OF BID**

The items detailed are considered original issue to new personnel, routine replacement items for specific ranks and other approved optional clothing. No minimum order is guaranteed.

Group 1 shall be awarded to the lowest responsible bidder for all items in the Group. Groups 2 and 3 may be awarded to more than one vendor based on unit prices and availability of items.

The criteria for evaluation proposals received will be:

- Garment design, quality of workmanship and adherence to specifications.
- Price.
- Inventory of items available for immediate pick-up or delivery and the ability to deliver items not in stock within specified time.
- Number of items the vendor is able to supply.

## **SECTION 7.0 – PURCHASE ORDER**

A City of Aurora purchase order will be issued, indicating item descriptions for purchases to be made during contract period.

## **SECTION 8.0 – DELIVERY**

Bidder shall identify the locations in the Aurora area to which Fire Department personnel can go to pick up uniform items, to be measured for uniforms, etc. If there is no location in the area, bidder shall indicate procedures to be followed in order to place orders, obtain proper measurements, arrange for alterations, return goods, etc.

Vendor shall make every effort to stock sufficient quantities of the specified items to allow for immediate pick up or delivery. Any items not in stock or which are on back order shall be shipped to the following address, freight prepaid:

Aurora Fire Department  
75 N. Broadway  
Aurora, IL 60505

Vendor shall mark all packages as to their contents and list all items on the packing slips including employee name.

Delivery is of considerable importance. Successful bidders shall agree to arrange for shipment and delivery of items not in stock within two (2) weeks of receipt of order.

The City of Aurora reserves the right to sever the contract and request that the City Council award the remainder of the contract to the next lowest responsible bidder if delivery schedule cannot be maintained.

## **SECTION 9.0 – METHOD OF PAYMENT**

Payment will be made within thirty (30) days of submission of approved invoice.

Invoices should be emailed to [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org) or mailed to:

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

**DETAILED SPECIFICATIONS  
FOR BID 18-62  
DRESS/WORK UNIFORM DESCRIPTIONS**

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## UNIFORM DESCRIPTIONS

### GROUP 1: WORK/DRESS UNIFORMS, RELATED ITEMS

#### WORK SHIRT (FIRE OFFICERS, FIREFIGHTERS)

Fechheimer Flying Cross "Command Wear", 65% Polyester, 35% Cotton, short and long sleeves, with shoulder epaulets, two breast pockets with flaps and military creases, or evaluated equal.

Sized for both male and female personnel and in short, medium, and long body lengths.

Color: Midnight (dark navy) blue – to match blue uniform pants.

Badge holder above left breast pocket, name tag holder above right breast pocket.

Bid price to include sewing of Aurora Fire Department patch on left sleeve and American Flag patch on right sleeve with white or gold and field facing forward. Patches will be supplied by the Fire Department.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Fechheimer	85R5886	\$38.00	100SS	\$3,800.00	1-2 Weeks
Fechheimer	35R5886	\$42.00	30LS	\$1,260.00	1-2 Weeks

#### WORK TROUSERS (FIRE OFFICERS, FIREFIGHTERS)

Fechheimer Flying Cross "Command Ware" 65% polyester, 35% cotton or evaluated equal.

Color: Midnight (dark navy) blue – to match blue uniform shirt.

Bid price to include hemming.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Fechheimer	47400	\$39.50	200	\$7,900.00	1-2 Weeks

GROUP 1: WORK/DRESS UNIFORMS. RELATED ITEMS (CONT)

DRESS SHIRT (CHIEF OFFICERS, FIRE OFFICERS & FIREFIGHTERS)

Dress shirt, dacron/polyester or polyester/cotton blend

1. Elbeco Textrop, or evaluated equal.
2. Elbeco Paragon Plus, or evaluated equal.

Short and long sleeves, with shoulder epaulets, two breast pockets with flaps, and military creases.

Sized for both male and female personnel and in short, medium, and long body lengths.

Color: White

With: Badge holder above left breast pocket, name tag holder above right breast pocket.

Bid price to include sewing of Aurora Fire Department patch on left sleeve and American Flag patch on right sleeve with white or gold. Patches will be supplied by the Fire Department.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1. Elbeco	310N	\$36.00	30	\$1,080.00	1-2 Weeks
1. Elbeco	3310N	\$33.00	30	\$990.00	1-2 Weeks
2. Elbeco	P824	\$36.00	30	\$1,080.00	1-2 Weeks
2. Elbeco	P834	\$31.50	30	\$945.00	1-2 Weeks

GROUP 1: WORK/DRESS UNIFORMS, RELATED ITEMS (CONT)

DRESS TROUSERS (CHIEF OFFICERS, FIRE OFFICERS & FIREFIGHTERS)

Navy blue, polyester trousers. Fechheimer style #38200 or evaluated equal.

Bid price to include hemming.

COMMENTS: \_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Fechheimer	38200	\$34.50	50	\$1,725.00	1-2 Weeks

DRESS BLOUSE COAT (CHIEF OFFICERS, FIRE OFFICERS & FIREFIGHTERS)

Single-breasted notched lapel style, Fechheimer Style #38800 or evaluated equal.

Color: Navy blue.

With: Four-button front (silver- or gold-colored) Fire Department rank buttons.

Bid price to include sewing of Aurora Fire Department patch on left sleeve and American Flag patch on right sleeve with white or gold. Patches will be supplied by the Fire Department.

COMMENTS: \_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Fechheimer	38800	\$127.00	5	\$635.00	1-2 Weeks



GROUP 1: WORK/DRESS UNIFORMS. RELATED ITEMS (CONT)

DRESS UNIFORM OVERCOAT

Anchor Uniforms "Darien" Classic Double Breasted Dress Overcoat, 761MT men's model and 761LT Ladies model or evaluated equal.

Double-breasted trench coat with zip-out thinsulate lining, half-raglan with shoulder epaulets, button front, soft goods belt with leather buckle, lower sleeve straps with leather buckle, with right front yolk, and back yolk, single back vent, fully lined with inside vertical welt openings or evaluated equal.

Sized for both male and female in petite as well as short, medium, and long body lengths.

Color: Navy Blue

Bid price to include the sewing of the Aurora Fire Department patch on the left sleeve and the American Flag on the right sleeve. Patches will be supplied by the Fire Department.

COMMENTS: \_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Anchor Uniforms	761MT	\$156.00	13	\$2,028.00	1-2 Weeks

ALTERNATE:

			13		
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GROUP 1: WORK/DRESS UNIFORMS, RELATED ITEMS (CONT)

DRESS CAP – FIREFIGHTER STYLE

Blend 55% Dacron, 45% Wool, 14 oz, Navy Blue serge, Midway Style #118 or evaluated equal.

COMMENTS: \_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Midway	118	\$36.50	10	\$365.00	4-6 Weeks

DRESS CAP – FIRE OFFICER STYLE

White vinyl, with silver strap, Midway Style #116 or evaluated equal.

COMMENTS: \_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Midway	116	\$34.00	10	\$340.00	4-6 Weeks

DRESS CAP – CHIEF OFFICER STYLE

White vinyl, with flamed visor, velour band, gold strap, Midway Style #117 or evaluated equal.

COMMENTS: \_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Midway	117	\$69.00	5	\$345.00	4-6 Weeks

GROUP 1: WORK/DRESS UNIFORMS, RELATED ITEMS (CONT)

TROUSER BELT (ALL RANKS)

Black, with silver- or gold-colored buckle, Don Hume style #B109 or evaluated equal.

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Boston Leather	6505	\$22.00	30	\$660.00	1-2 Weeks

UNIFORM TIE – CLIP ON STYLE (ALL RANKS)

Black, dacron/wool blend, 3-inch width. Regular or extra-long.

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Samuel Broome	45015	\$4.50	20	\$90.00	1-2 Weeks

## GROUP 2: JACKETS / SWEATSHIRTS

### WINTER JACKET (ALL RANKS)

Gerber 911 #30 2X Tech Parka Navy Blue, insulated removable liner to meet NFPA 1999 2003 standard, or evaluated equal. 82Q Silver Trim.

Bid price to include sewing of Aurora Fire Department patch on left sleeve and American Flag patch on right sleeve with white or gold. Patches will be supplied by the Fire Department.

COMMENTS: Tech Parka has been discontinued. According to Gerber, the next best substitute would be the  
70MX1 Medic Parka.

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Gerber	70MX1	\$224.00	25	\$5,600.00	4-6 Weeks

### ALL-SEASON DUTY JACKET (CHIEF OFFICERS & CAPTAINS)

Fechheimer Spectrum Ultimate #78170, 78140, or evaluated equal.

With: Zip-out full-sleeve Thinsulate liner.

Color: Navy blue.

Bid price to include sewing of Aurora Fire Department patch on left sleeve and American Flag patch on right sleeve with white or gold. Patches will be supplied by the Fire Department.

COMMENTS: \_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Fechheimer	78140	\$336.00	5	\$1,680.00	1-2 Weeks

**GROUP 2: JACKETS / SWEATSHIRTS (cont.)**

**SWEATSHIRT (ALL RANKS)**

511, Navy blue 100% cotton or cotton/polyester blend color fast, fade resistant, long sleeve sweatshirt with zipper canvas style collar and left hand breast pocket or evaluated equal.

Sizes: small, medium, large, extra large, extra-extra large.

Bid price to include embroidery per Fire Department Specification (Department name above left breast, and employee last name and first initial above right breast and employee number on right shoulder).

COMMENTS: \_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
5.11	72321	\$65.57	150	\$9,835.50	2 Weeks

ALTERNATE:

			150		
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**GROUP 3: UNIFORM SHOES**

All uniform shoes are required to be black in color, and to have a plain toe. Bids are requested on: Bates, oxford style shoe, high gloss, Poromeric #942, or evaluated equal.

COMMENTS: \_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Bates	942	\$95.00	20	\$1,900.00	1-2 Weeks

#### GROUP 4: POLO SHIRTS

The approved polo shirt is the "5.11 Tactical Series Professional Polo", model #41060, a 100% cotton short sleeve shirt.

Sizes: Small, medium, large, extra-large, extra-extra large, extra-extra-extra large

Bid price to include embroidery per Fire Department specification (Aurora Fire Department logo above left breast, employee last name and first initial above right breast). The employee rank (if applicable) will be embroidered on the collar.

1. Navy blue (699)
2. Heather gray (016)
3. White (010)
4. Powder Blue

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
5.11	41060-724	\$43.75	300	\$13,125.00	2 Weeks
5.11	41060-016	\$43.75	50	\$2,187.50	2 Weeks
5.11	41060-010	\$43.75	50	\$2,187.50	2 Weeks
5.11	41060-696	\$43.75	5	\$218.75	2 Weeks

**BID SUBMITTAL CHECKLIST**  
**18-62**  
**DRESS/WORK UNIFORMS**  
**FOR THE AURORA FIRE DEPARTMENT**

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "Bid Proposal for Dress/Work Uniforms for the Aurora Fire Department." In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

- |          |  |
|----------|--|
| <u>✓</u> | Bid Bond or Cashier's Check                                      |
| <u>✓</u> | Bid Proposal Form (Appendix G)                                   |
| <u>✓</u> | Detailed Technical Specifications (Appendix B)                   |
| <u>✓</u> | Group Description/Pricing (Appendix F)                           |
| <u>✓</u> | Bidder's Certification (Page 1)                                  |
| <u>✓</u> | Bidder's Tax Certification (Page 2)                              |
| <u>✓</u> | References (Appendix D)  |
| <u>✓</u> | Contact Information (Appendix E)                                 |
| <u>✓</u> | Agreement (Appendix H)   |
| <u>✓</u> | Local Vendor Preference Application – If Applicable (Appendix I) |

**CITY OF AURORA  
INVITATION TO BID  
18-62  
DRESS/WORK UNIFORMS  
FOR THE AURORA FIRE DEPARTMENT**

**REFERENCES**

(Please Type)

Organization Iowa Department of Natural Resources

Address 502 E. 9th Street

City, State, Zip Des Moines, Iowa 50319

Phone Number 512-281-3089

Contact Person Suzy Trotter

Date of Project 5/2014-4/2019

\*\*\*\*\*

Organization City of Decatur

Address #1 Gary K. Anderson Plaza

City, State, Zip Decatur Illinois 62523

Phone Number 217-424-2763

Contact Person Debbie Perry

Date of Project 8/2016-8/2019

\*\*\*\*\*

Organization McLean Co. Sheriffs Department

Address 104 W. Front Street

City, State, Zip Bloomington, Illinois 61702

Phone Number 309-888-5859

Contact Person Lt. Mike Kline

Date of Project 2/2015-1/2019

\*\*\*\*\*

Bidder's Name: Ray O'Herron Co., Inc.

Signature & Date: 10/29/2018



**CITY OF AURORA  
INVITATION TO BID  
18-62  
DRESS/WORK UNIFORMS  
FOR THE AURORA FIRE DEPARTMENT**

**CONTACT INFORMATION**

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

Customer Service/General Information:      Ph: 800-223-2097

To place an order:

Name: Jared Fredericks  
Ph: 800-782-8674      Fax: 630-968-3231  
E-mail: jared@oherron.com

Billing & Invoicing question:

Name: Kathy Lawton  
Ph: 800-223-2097 Ext: 140      Fax: 888-223-3235  
E-mail: kathy@oherron.com

Questions:

Name: Gracie York  
Ph: 800-223-2097      Fax: 888-223-3235  
E-mail: bids@oherron.com

Bidder's Name: Ray O'Herron Co., Inc.

Signature & Date: 10/29/2018

**THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 18-62**

**FIRE DEPARTMENT DRESS/WORK UNIFORMS**

**COMPANY NAME:** Ray O'Herron Co., Inc.

**GROUP 1: WORK/DRESS UNIFORMS, RELATED ITEMS**

	MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1 Flying Cross "Command Wear", work shirt, short sleeve, navy blue	<u>Fechheimer/Flying Cross</u>	<u>85R886</u>	<u>\$38.00</u>	<u>100</u>	<u>\$3,800.00</u>	<u>1-2 Weeks</u>
2 Flying Cross "Command Wear", work shirt, long sleeve, navy blue	<u>Fechheimer/Flying Cross</u>	<u>35R886</u>	<u>\$42.00</u>	<u>30</u>	<u>\$1,260.00</u>	<u>1-2 Weeks</u>
3 Flying Cross "Command Wear", work trouser, navy blue	<u>Fechheimer/Flying Cross</u>	<u>47400</u>	<u>\$39.50</u>	<u>200</u>	<u>\$7,900.00</u>	<u>1-2 Weeks</u>
4 Dress shirt, Dacron/polyester, short sleeve, white	<u>Elbeco</u>	<u>310N</u>	<u>\$36.00</u>	<u>30</u>	<u>\$1,080.00</u>	<u>1-2 Weeks</u>
5 Dress shirt, Dacron/polyester, long sleeve, white	<u>Elbeco</u>	<u>3310N</u>	<u>\$33.00</u>	<u>30</u>	<u>\$990.00</u>	<u>1-2 Weeks</u>
6 Dress shirt, polyester/cotton blend, short sleeve, white	<u>Elbeco</u>	<u>P824</u>	<u>\$36.00</u>	<u>30</u>	<u>\$1,080.00</u>	<u>1-2 Weeks</u>
7 Dress shirt, polyester/cotton blend, long sleeve, white	<u>Elbeco</u>	<u>P934</u>	<u>\$31.50</u>	<u>30</u>	<u>\$945.00</u>	<u>1-2 Weeks</u>
8 Dress trousers, polyester, navy blue	<u>Fechheimer</u>	<u>38200</u>	<u>\$34.50</u>	<u>50</u>	<u>\$1,725.00</u>	<u>1-2 Weeks</u>
9 Dress blouse coat, navy blue	<u>Fechheimer</u>	<u>38800</u>	<u>\$127.00</u>	<u>5</u>	<u>\$635.00</u>	<u>1-2 Weeks</u>
10 Dress uniform overcoat	<u>Anchor Uniforms</u>	<u>761MT</u>	<u>\$156.00</u>	<u>13</u>	<u>\$2,028.00</u>	<u>1-2 Weeks</u>
11 Dress cap -- Firefighter style	<u>Midway</u>	<u>118</u>	<u>\$36.50</u>	<u>10</u>	<u>\$365.00</u>	<u>4-6 Weeks</u>
12 Dress cap -- Fire Officer style	<u>Midway</u>	<u>116</u>	<u>\$34.00</u>	<u>10</u>	<u>\$340.00</u>	<u>4-6 Weeks</u>
13 Dress cap -- Chief Officer style	<u>Midway</u>	<u>117</u>	<u>\$69.00</u>	<u>5</u>	<u>\$345.00</u>	<u>4-6 Weeks</u>
14 Trouser belt	<u>Boston Leather</u>	<u>6505</u>	<u>\$22.00</u>	<u>30</u>	<u>\$660.00</u>	<u>1-2 Weeks</u>
15 Uniform tie	<u>Samuel Broome</u>	<u>45015</u>	<u>\$4.50</u>	<u>20</u>	<u>\$90.00</u>	<u>1-2 Weeks</u>
GRAND TOTAL PRICE					<u>\$23,243.00</u>	

**THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 18-62**

**FIRE DEPARTMENT DRESS/WORK UNIFORMS**

**COMPANY NAME:** Ray O'Herron Co., Inc.

**GROUP 2: JACKETS / SWEATSHIRTS**

<b>ITEM</b>	<b>MANUFACTURER</b>	<b>STYLE VENDOR #</b>	<b>UNIT PRICE</b>	<b>ANNUAL ESTIMATE</b>	<b>TOTAL PRICE DELIVERED</b>	<b>ESTIMATED DELIVERY TIME</b>
1 Gerber jacket	<u>Gerber</u>	<u>70MX1</u>	<u>\$224.00</u>	25	<u>\$5,600.00</u>	<u>4-6 Weeks</u>
2 Flying Cross Spectrum Jacket	<u>Fachheimer/Flying Cross</u>	<u>78140</u>	<u>\$336.00</u>	5	<u>\$1,680.00</u>	<u>1-2 weeks</u>
3 Sweatshirt, navy blue, long sleeve	<u>5.11</u>	<u>72321</u>	<u>\$65.57</u>	150	<u>\$9,835.50</u>	<u>2 Weeks</u>

THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 18-62

FIRE DEPARTMENT DRESS/WORK UNIFORMS

COMPANY NAME: Ray O'Herron Co., Inc.

GROUP 3: UNIFORM SHOES

ITEM	MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1 Bates Oxford High Gloss	<u>Bates</u>	<u>942</u>	<u>\$95.00</u>	<u>20</u>	<u>\$1,900.00</u>	<u>1-2 Weeks</u>

THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 18-62

FIRE DEPARTMENT DRESS/WORK UNIFORMS

COMPANY NAME: Ray O'Herron Co., Inc.

GROUP 4: POLO SHIRTS

ITEM	MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1. Navy	<u>5.11</u>	<u>41060-724</u>	<u>\$43.75</u>	300	<u>\$13,125.00</u>	<u>2 Weeks</u>
2 Heather Gray	<u>5.11</u>	<u>41060-016</u>	<u>\$43.75</u>	50	<u>\$2,187.50</u>	<u>2 Weeks</u>
3. White	<u>5.11</u>	<u>41060-010</u>	<u>\$43.75</u>	50	<u>\$2,187.50</u>	<u>2 Weeks</u>
4. Powder Blue	<u>5.11</u>	<u>41060-696</u>	<u>\$43.75</u>	5	<u>\$218.75</u>	<u>2 Weeks</u>

**CITY OF AURORA  
BID PROPOSAL FORM  
18-62  
DRESS/WORK UNIFORMS  
FOR AURORA FIRE DEPARTMENT**

I/WE propose to furnish the work shown on the attached Specifications to Bid at the following delivered price. Group 1 shall be awarded to the lowest responsible bidder for all items in the Group. Groups 2, 3 and 4 may be awarded to more than one vendor based on unit prices and availability of items.

<u>Summary of Appendix E</u>		<u>2019 TOTAL NET BID PRICE</u>
GROUP 1:	Work/Dress Uniforms, Related Items	<u>\$23,243.00</u>
	Alternate 1A:	<u></u>
	Alternate 2A:	<u></u>
	Alternate 3A:	<u></u>
GROUP 2:	Jackets/Sweatshirts	
	Gerber Jacket	<u>\$5,600.00</u>
	Flying Cross Spectrum Jacket	<u>\$1,680.00</u>
	Sweatshirt, Navy Blue, Long Sleeve	<u>\$9,835.00</u>
GROUP 3:	Uniform Shoes	
	Bates Oxford Style High Gloss	<u>\$1,900.00</u>
GROUP 4:	Polo Shirts	
	Navy Blue Polo Shirt	<u>\$13,125.00</u>
	Heather Gray Polo Shirt	<u>\$2,187.50</u>
	White Polo Shirt	<u>\$2,187.50</u>
	Powder Blue Polo Shirt	<u>\$218.75</u>

**Completely fill-out and include with your bid APPENDIX B, the detailed forms for Group 1, Group 2, Group 3 and Group 4.**

Contract extension year, percentage mark-up per item, for:

2020	3	%	2021	3	%
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BID SUBMITTED BY

**COMPANY** Ray O'Heron Co., Inc.

CITY OF AURORA  
BID PROPOSAL FORM  
18-62  
DRESS/WORK UNIFORMS  
FOR AURORA FIRE DEPARTMENT

Delivery

Aurora Area Location to Pick-up Uniform Items, to be measured for Uniforms, etc:

Ray O'Herron Co., Inc.

1600 75th Street

Downers Grove, Illinois 60516

If there is no location in the area, indicate procedures to be followed in order to place orders, obtain proper measurements, arrange for alteration, return goods, etc.

Sales rep will be assigned for any on site measurements etc.

The City of Aurora reserves the right to sever the contract and request that the City Council award remainder of contract to the next lowest responsible bidder if these delivery schedules cannot be maintained.

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

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 Ray O'Herron Co., Inc.

CITY OF AURORA  
BID PROPOSAL FORM  
18-62  
DRESS/WORK UNIFORMS  
FOR AURORA FIRE DEPARTMENT

COMPANY Ray O'Herron Co. Inc.

ADDRESS 3549 N. Vermilion Street

CITY, STATE, ZIP Danville, Illinois 61834

PREPARER'S NAME Hilary Clapp  
Please Type

CONTACT PERSON Adam Hackleman  
Please Type

EMAIL adamh@oherron.com

AUTHORIZED SIGNATURE  Secretary/Treasurer  
Title

PHONE #( 800 ) 223-2097 FAX #( 888 ) 223-3235 DATE 10/29/2018



## CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this \_\_\_\_ day of \_\_\_\_, 2018 ("Effective Date"), for **Dress/Work Uniforms for the Aurora Fire Department** is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Ray O'Herron Co., Inc. ("Bidder"), located at 3549 N. Vermilion St Danville, IL 61834.

WHEREAS, the City issued an Invitation to Bid 18-62 **Dress/Work Uniforms for the Aurora Fire Department**; 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, \_\_\_\_\_, 2018, 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 18-62

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 Scope of Services, attached hereto as Exhibit I.

3. **Term.** This agreement is for an initial one year term beginning January 1, 2019, and unless sooner terminated, ending December 31, 2019. This agreement has options for two 1-year extensions subject to mutual consent between the City of Aurora and Bidder.

4. **Compensation.**

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

b. **Schedule of Payment.** The City shall pay the Contractor for the Services in accordance with the amounts set forth in Exhibit 2. The Contractor 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. Each invoice shall be accompanied by a statement of the Contractor of the percentage of completion of the Services through the date of the invoice, where applicable.

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.

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

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 Ray O'Harran Co., Inc.

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

(If a Corporation) CORPORATE NAME Ray O'Herron Co., Inc.

(SEAL)

By Michael O'Herron   
President – Contractor

ATTEST:

Justin Fredericks   
Secretary

(If a Co-Partnership)

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Contractor

(If an Individual)

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

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

## **APPENDIX I**

### **LOCAL VENDOR 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, approved August 28, 2018.

- 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)

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

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

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

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

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

# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

Ray O Herron Co, Inc  
3549 N Vermilion  
Danville, IL 61832

**SURETY** (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY  
6200 S. GILMORE ROAD  
FAIRFIELD, OHIO 45014-5141

**OWNER** (Name, legal status and address):

CITY OF AURORA  
44 E DOWNER PL  
AURORA, IL 60505

**BOND AMOUNT:**

10% of bid

**PROJECT** (Name, location or address, and Project number, if any):

uniforms

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31

day of October, 2018

*William Clapp*  
(Witness)

Ray O Herron Co, Inc

(Principal)

(Seal)

(Title) President

*Annette L. Mariage*  
(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety)

*Charlene Mount*

(Title) Attorney-in-Fact



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.

S-2000-AIA (11/10) PUBLIC

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Candice Ingalsbe, Annie Mariage, Charlene Mornout,

of Indianapolis, IN

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Seventy Five Million Dollars and 00/100 (\$75,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of May, 2012.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stephan A. Jantz*

Vice President

On this 10<sup>th</sup> day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,  
this 31st day of October 2018



*Scott R. Bolen*

Assistant Secretary