

Aurora Fire Department-Protective Clothing Proposal

Submitted By: Nick Dinges, Owner



**CITY OF AURORA
 BID PROPOSAL FORM
 15-52
 PROTECTIVE GEAR
 FOR AURORA FIRE DEPARTMENT**

I/WE propose to furnish the work shown on the attached Specifications to Bid at the following delivered price. Vendors may choose to submit a bid on all items or on selected items only.

Summary of Page 1 Appendix E

2016 TOTAL NET BID PRICE

- | | |
|---|----------------|
| 1. Bunker Coat: Morning Pride "Tails", or evaluated equal | <u>52950 -</u> |
| 2. Bunker Pants: Morning Pride (compatible with "Tails" coat), or evaluated equal | <u>39750 -</u> |
| 3. Fire Boots, Globe 14" structural fire boot, pull-on, or evaluated equal | <u>13160 -</u> |
| 4. Fire Helmet: Morning Pride Ben 2 Plus Low Ride, or evaluated equal | <u>4625 -</u> |

Discount Percentage if Awarded All Items:

0 %

*These items must be compatible with protective gear identified in the technical specifications.

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

| | | |
|------|----------|---|
| 2017 | <u>5</u> | % |
| 2018 | <u>5</u> | % |

All shipments are to be freight prepaid and shipped to the Aurora Fire Department, 75 N. Broadway, Aurora, IL 60505. Vendor to mark all packages as to their contents and list all items on the packing slip, including employee name.

Delivery is of considerable importance. Successful bidders shall agree to commence shipment of items as follows:

- Items #1 and #2: within six (6) weeks after receipt of order. (In emergency situations, defined by the Aurora Fire Department as contamination, excessive emergency-related damages, and recruit classes, the vendor shall agree to provide, at no extra cost, delivery within four (4) weeks.
- Items #3 and #4: within two (2) weeks after receipt of order.

BID SUBMITTED BY

COMPANY Illinois Fire Store (E+B)

CITY OF AURORA
BID PROPOSAL FORM
15-52
PROTECTIVE GEAR
FOR AURORA FIRE DEPARTMENT

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 Illinois Fire Store

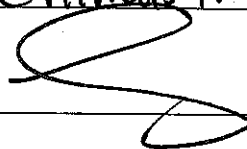
ADDRESS 243 E. Main

CITY, STATE, ZIP Ambury, IL 61310

PREPARER'S NAME Nicholas C. Dinges
Please Type

CONTACT PERSON Nicholas C. Dinges
Please Type

EMAIL ndinges@illinoisfirestore.com

AUTHORIZED SIGNATURE  CEO
Title

PHONE # (815) 857-2000 FAX # (815) 857-3700 DATE 10/6/15

**DETAILED TECHNICAL SPECIFICATIONS
FOR BID 15-52
STRUCTURAL FIREFIGHTER CLOTHING**

TABLE OF CONTENTS

| | PAGE |
|--|---------|
| GENERAL PROVISIONS | 3 |
| PURPOSE AND SCOPE | 3 |
| CERTIFICATION & WARRANTY | 3 |
| LABELING REQUIREMENTS | 3 |
| CARE INSTRUCTIONS | 4 |
| TRACEABILITY PROGRAM | 4 |
| PATENT CONSIDERATIONS | 5 |
| FLAMMABILITY OF CONSTITUENT MATERIALS | 5 |
| SELF BINDING | 5 |
| THREAD | 5 |
| STITCH METHODS | 6, 7, 8 |
| SIZING | 8 |
| POINTS OF STRESS | 8 |
| HIGH TEMP., NFPA CERTIFIED MATERIAL REINFORCEMENTS | 9 |
| APPLICABLE DOCUMENTS | 9 |
| REPAIRS/ALTERATION SUPPORT | 10 |
| COAT | 10 |
| PATTERNING CONCEPT | 10 |
| PATTERNING REQUIREMENTS | 10 |
| LINER ATTACHMENT | 11 |
| LINER INSPECTION DEVICE | 11 |
| COAT LINER LABEL | 12 |
| COAT SHELL LABEL | 12 |
| COLLAR | 12 |
| CHINSTRAP | 12 |
| HANG UP LOOP | 13 |
| SLEEVES | 13 |
| EXTERNAL WRISTLET | 13 |
| INNER WRISTLET & WATERWELL | 14 |
| FRONT CLOSURE PROTECTIVE OVERLAP | 14 |
| STORM SHIELD | 14 |
| POCKETS | 15 |
| DESIGN CONCEPT (Styling) | 15 |
| MATERIALS | 15 |
| CUSTOM OPTIONS TO BE PROVIDED | 15 |
| OPTIONAL | 16 |

TABLE OF CONTENTS (continued)

| | PAGE |
|---|------|
| PANTS | 17 |
| PATTERNING CONCEPT | 17 |
| PATTERNING REQUIREMENTS | 17 |
| SUSPENDER BUTTONS | 17 |
| LINER ATTACHMENT | 18 |
| LINER INSPECTION DEVICE | 18 |
| PANT LINER LABEL | 18 |
| PANT SHELL LABEL | 18 |
| FLY FRONT | 19 |
| DESIGN CONCEPT (Styling) | 19 |
| MATERIALS | 19 |
| CUSTOM OPTIONS TO BE PROVIDED | 20 |
| OPTIONAL | 21 |
| SPEC COMPLIANCE PERCENTAGE CALCULATIONS | 21 |
| BOOTS | 21 |
| 14" GLOBE FIRE BOOT | 21 |
| FIRE HELMET | 22 |

GENERAL PROVISIONS

PURPOSE AND SCOPE

This specification is intended to define the minimum requirements for bunker clothing for firefighters. In the absence of comment on particular points, industry standard practice should be presumed to prevail. Workmanship and material are to be first quality throughout. Any exceptions to specifications must be clearly spelled out at time of bid. In the absence of comment on a specific point, bidder will be required to furnish a totally compliant garment. Taking a blanket exception shall not be acceptable.

Does your bid comply with all aspects of this section? Yes No

Comments: _____

CERTIFICATION & WARRANTY

The manufacturer of the protective clothing being bid must certify that the garments being offered meet or exceed all requirements of NFPA #1971 (the most current edition). Manufacturer must also list and label this product with Underwriter's Laboratories as the third party certification organization prescribed in NFPA #1971 (the most current edition). Certification shall include by definition the areas of limited protection resistance from blood borne pathogens as follows: Coat shall provide limited protection to the upper torso including the arms but excluding the head and neck interface area and the hand and wrist interface area. The pant shall provide limited protection resistance to the lower torso including the legs but excluding the foot and ankle interface area. The coat and pant overlap shall provide limited protection resistance to the coat/pant interface area. When utilized with the appropriate gloves, helmets, and boots; the coat with chinstrap unfolded and pant design shall also be capable of providing certified blood borne pathogen protection to the neck, wrist and ankle interface areas. MANUFACTURER must also include a written statement of lifetime warranty terms and conditions with the bid package. Manufacturer must provide upon request, third party certification of the required interface blood borne pathogen resistant capability.

Does your bid comply with all aspects of this section? Yes No

Comments: _____

LABELING REQUIREMENTS

Labels shall be permanently and integrally printed onto breathable materials that meet all the requirements for labels of NFPA Standards 1971 (the most current edition), in addition to the label (as provided in the garment) shall meet the NFPA vertical flammability tests. The garment shall be clearly labeled to fully identify the material content of every layer-outer shell, moisture barrier, and thermal liner.

In addition, each separable layer of garment shall be labeled with the FEMSA (copyrighted) warning label in an obvious location.

FOR LIABILITY REASONS, ALL FABRICS AND CLOTHING MUST BE MANUFACTURED IN THE UNITED STATES OF AMERICA.

Does your bid comply with all aspects of this section? Yes No

Comments: _____

CARE INSTRUCTIONS

Successful manufacturer to provide the FEMSA (copyrighted) Official User Information Guide. This material to be packaged with each garment along with a summary sheet describing garment specifications, sizing and production details. This written information is to be in complete compliance with all NFPA guidelines, and to reference same. Topics to include but not necessarily be limited to: User Cautions, Cleaning Instructions, doffing and donning instructions, maintenance criteria, repairs/customer changes, warranty information, size, fit and protective overlap requirements, safety considerations, storage conditions, decontamination considerations, retirement considerations, etc.

Does your bid comply with all aspects of this section? Yes No

Comments: _____

TRACEABILITY PROGRAM

Successful bidding manufacturer to have in place a computer maintained traceability program that allows the assignment of a production control number to each garment and traceability from that production control number down to individual bolts of cloth used in all three layers of the garment composite construction. Production Control # to be recorded on garment label and on another protected area of garments.

Does your bid comply with all aspects of this section? Yes No

Comments: _____

PATENT CONSIDERATIONS

Seller agrees to defend Buyer at Seller's own expense, in all suits, actions or proceedings in which Buyer is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from Buyer's use of the goods purchased as a result of this Invitation to Bid. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against Buyer.

Seller agrees to indemnify and hold harmless the Buyer from any and all licenses, royalty and proprietary fees or costs, including legal costs which may arise out of Buyer's purchase and use of goods supplied by the seller.

It is expressly agreed by Seller that these covenants are irrevocable and perpetual.

Does your bid comply with all aspects of this section? Yes No

Comments: _____

FLAMMABILITY OF CONSTITUENT MATERIALS

Label, bindings, hang up loops and production labels shall be tested for flame resistance and shall comply with NFPA 1971 (the most current edition) vertical flammability testing.

Does your bid comply with all aspects of this section? Yes No

Comments: _____

SELF BINDING

Liner and moisture barrier to be stitched together and turned then top stitched to create a self binding. The extra bulk of separate binding material is specifically disallowed.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

THREAD

All thread to be Nomex of minimum TEX 50 24/4 size. Lighter colored garments and trim areas to feature yellow colored thread while black garments feature black thread.

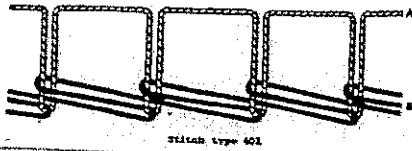
Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

STITCH METHODS

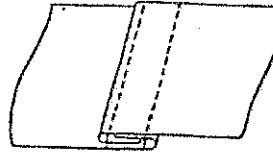
Major A and B Seams:

All major A & B seams (as defined by NFPA Standard #1971/current edition) shall be doubled stitched, double feld throughout all three layers (outer shell, moisture barrier and thermal liner) with the specified Nomex thread. Detailed stitch and seam type requirements follow:



Stitch type 401

Stitch type 401 (i.e., double locked stitch) as defined by Fed. Std. No. 751a (diagram above also drawn from that source) to be used on all Major A & B seams (in all three garment layers)



Seam type Lsc-2

Seam type Lsc-2, modified to ensure both stitch lines penetrate all layers of cloth at joining, as otherwise defined by Fed. Std. 751a (original diagram modified above, also drawn from that source) to be used on all Major A & B seams (in all three garment layers).

All moisture barrier seams shall be tape sealed to meet NFPA water penetration requirements.

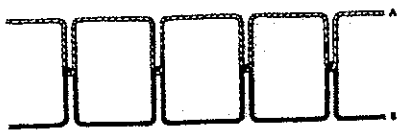
Does your bid comply with all aspects of this section?

| | | |
|----------------------|---|-----------------------------|
| For Shell: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| For Moisture Barrier | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| For Thermal Lining | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Comments: exceeds

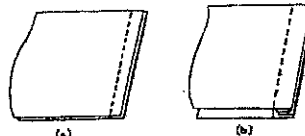
Minor Seams

Minor seams, such as collar, shields and mated hems, also to be stitched with the specified Nomex thread; detailed stitch and seam type follow:



Stitch type 301

Stitch type 301 (i.e., lock stitch) as defined by Fed. Std. No. 751a (diagram above also drawn from that source) to be used for all minor seams.



Seam type Ssae-2

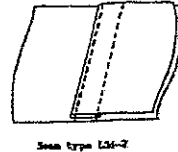
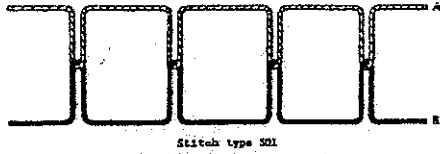
Seam type Ssae-2 (shown before and after required turning) shall be used for all Minor Seaming (diagram above drawn from Fed. Std. 751a).

Does your bid comply with all aspects of this section? Yes No

Comments: exceeds

Pockets

Exterior garment pockets and garment labels shall be stitched per the detailed requirements outlined below:



Stitch type 301 (i.e., lock stitch) as defined by Fed. Std. No. 751a (diagram above also drawn from that source) to be used for all pockets.

Seam type Lsd-2 (diagram above drawn from Fed. Std. No. 751a) shall be used for all exterior pocketing.

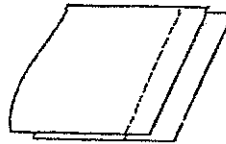
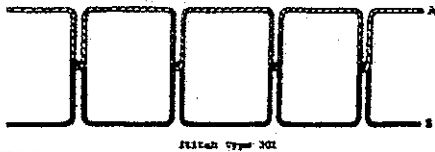
NOTE: Interior pocketing should feature same construction details but reinforced single stitch line (seam type Lsd-1) may be substituted.

Does your bid comply with all aspects of this section? Yes No

Comments: exceeds

Trim And Warning Labels

Trim stitching shall be detailed below:



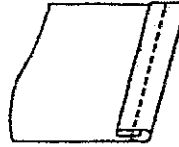
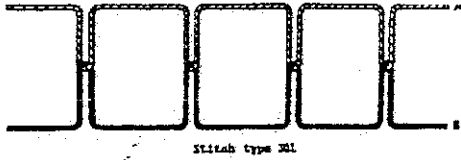
Stitch type 301 (i.e., lock stitch) as defined by Fed. Std. No. 751a (diagram above also drawn from that source) to be used for all Trim.

Seam type Ssbd-1 (diagram above drawn from Fed. Std. No. 751a) shall be used for all trim attachment.

Does your bid comply with all aspects of this section? Yes No

Comments: exceeds

Single Layer Hemming & Finishing



Stitch type 301 (i.e., lock stitch) as defined by Fed. Std. No. 751a (diagram above also drawn from that source) to be used for all single layer hemming and finishing.

Seam type Efb-1 (diagram above drawn from Fed. Std. No. 751a) shall be used for all single layer hemming or finishing.

Does your bid comply with all aspects of this section? Yes No

Comments: exceeds

SIZING

Garments shall be available in custom coat chest (in 2" increments), sleeve (in 1" increments), and length (in 1" increments) and pants waist (in 2" increments) and inseam (in 1" increments) sizes. A full range of woman's sizing (on woman's patterns) will also be available. Small, medium, large, and extra large sizing and women's garments cut to men's patterning will not be considered acceptable since proper fit facilitates mobility and minimizes stress. There shall be no additional charges allowed for oversized or customer fitting, including sleeve lengths.

Does your bid comply with all aspects of this section? Yes No

Comments: exceeds

POINTS OF STRESS

All points of stress shall be reinforced with sturdy bar tacks. Rivets will not be considered acceptable because of the possibility of rust and electrical or heat conduction.

Does your bid comply with all aspects of this section? Yes No

Comments: exceeds

HIGH TEMPERATURE, NFPA CERTIFIED MATERIAL REINFORCEMENTS

Reinforcements to be provided at cuffs and pockets and shall meet the requirements of NFPA #1971/current edition. Standard placement will be utilized unless specified otherwise by purchaser (any special instructions are noted in custom option section of this specification). Purchaser has determined the type of reinforcement material for their own use and purposes. Therefore, alternate or substitute reinforcement materials other than those specified will not be considered.

Does your bid comply with all aspects of this section? Yes No

Comments: _____

APPLICABLE DOCUMENTS

The following documents and edition in effect on the date of invitation for bid shall form a part of this specification to the extent specified herein.

STANDARDS:

NFPA 1971/LATEST EDITION
29 CFR 1910.156

Firefighters Protective Apparel
Occupational Safety and Standards:

Fire Brigades

FED-STD-191-A
FED-STD-311

Textile Test Methods
Leather, Methods of Sampling and

FED-STD-751

Testing
Stitches, Seams and Stitching

SPECIFICATIONS:

MIL-B-286

Button, Tack and Tack Button

MIL-C-10750

Coat, Firemen's

MIL-C-43774

Cloth, Aramid, Plain or Rip-Stop
Weave

MIL-F-10884

Fasteners, Snap

MIL-T-44100

Fastener Tapes, Hook and Pile,
Synthetic

MIL-T-83193

Thread, Aramid, Spun

MIL-T-3091

Trousers, Firemen's

GRF-KKL-271

Leather, Cattlehide, Strap
Vegetable Tanned

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

REPAIRS/ALTERATION SUPPORT

Successful bidding manufacturer to provide, free of charge, reasonable quantities of NFPA certified thread, materials, etc., to allow the department to manage their ongoing maintenance efforts. Also, successful bidding manufacturer to have on-call at no charge, during normal business working hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on any maintenance/repair questions that arise. Additionally, successful bidding manufacturer will agree to expedite, on their cost only basis, any repairs required to be done at the manufacturers plant, rather than in department, over the life of the contract.

Does your bid comply with all aspects of this section? Yes No

Comments: _____

ITEM #1

DESCRIPTION: COAT

To avoid liability and interface problems, it is the intent of the purchaser that coats and pants be procured from the same manufacturer and be manufactured in the U.S.A.

PATTERNING CONCEPT

Garments shall feature a tailored three piece body (one piece back) construction throughout the outer shell, moisture barrier and thermal liner. One piece garments (either all layers or some layers) will not be considered acceptable since they cannot be tailored to contours. Similarly, garments with seams in mid back will not be considered acceptable because of backbone irritation that can occur with SCBA use. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

PATTERNING REQUIREMENT

To assure maximum freedom of movement and reduce kinetic resistance with minimum garment weight and bulk; coat patterning should include the following features:

- Degree of slope on shoulders to be no more than 20%.
- Hydraulic Butterfly sleeve patterning with 85 degree Lift Up Release Action shall be provided to minimize coat hem rise.
- Coat hem rise with overhead reach of both arms to not exceed 4" at maximal extension on properly fitted garments.
- Swivel Action Reversible sleeve attachment to minimize shoulder lift and allow full 360 degree freedom of movement.

- Cuff shell/liner retraction shall not exceed ½” when both arms are raised overhead to eliminate wrist exposure.
- 10” chest over sizing shall be provided.
- Reach (measured with coat laying flat on back and standard length sleeves extended to sides) to be provided as detailed below:

| <u>Chest Size</u> | <u>Standard Reach</u> |
|-------------------|-----------------------|
| 40” | 66” |
| 42” | 68” |
| 44” | 70” |
| 46” | 71” |

- Coat sweep measurements must be consistent or slightly negative at the bottom.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

LINER ATTACHMENT

The completed liner/moisture barrier assembly shall attach by means of four (4) evenly spaced glove snaps to each outer shell front facing to reduce weight and bulk/stiffness. To provide continuous moisture/blood borne protection at the front, the liner shall be positioned so it is sandwiched between an outer facing breathable pathogen shield and inside facing. The use of zippers or Velcro in this area shall not be allowed due to their added weight, bulk and stiffness.

Liner sleeves shall be attached at the outer shell cuff by means of snaps and 2 sets of Nomex tabbing strips per cuff.

To provide continuous moisture/blood borne pathogen protection at the neck, the liner shall be positioned so it is sandwiched between an outer facing pathogen shield, and inside facing of the specified outer shell material folded over and both sewn in at the neck seam. Attachment shall be by means of four (4) glove snaps that penetrate ONLY the outside layer of the innermost facing, so that metal contact at the wearers’ neckline is completely eliminated.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

LINER INSPECTION DEVICE

Garment shall feature an opening in attaching stitching between liner and moisture barrier which will close and open via hook and pile tape. The opening to allow total liner/moisture barrier inversion so that the moisture barrier film, seam sealing, and thermal liner fill can be fully and effectively inspected.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

COAT LINER LABEL

Shall be integrally printed on FR Cotton Indura and lock stitched to the inside right body panel in a fashion to provide an inside liner pocket.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

COAT SHELL LABEL

Shall be integrally printed on FR Cotton Indura and lock stitched to the shell along one side of the label at the collar seam.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

COLLAR

Collar layered construction, consisting of a layer of a moisture/pathogen barrier material and another layer of NFPA approved insulating material, sandwiched between two layers of specified outer shell material and at least 3" high. The design shall incorporate in the patterning a natural contour that will allow proper fit and performance in the standing (upright) or stowed position. There shall be no vertical or horizontal seams or stitching in the body of the collar, since this may weaken collar integrity. Left outside of collar to have a sewn piece of 3"x5" Velcro hook to insure maximum adjustability when engaging chinstrap/collar closure.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

CHINSTRAP

Chinstrap layered construction identical to that of the collar configuration listed in the previous paragraphs. Chinstrap shall be 8" long across the top corners, 11" long across the bottom corners, and be of a longitudinally folding design so that when unfolded it offers a height of approximately 5" and while folded a 3- 3/4" height, 4" vertical height measured at the center. The bottom edge shall incorporate extra material in the shape of a crescent to insure full interface closure of the collar, chinstrap and coat front closure/stormflap in order to pass the whole garment water tight integrity test. The leading underside edge of the chinstrap shall have a vertical strap of 1.5" Velcro pile to insure closure and passage of the whole garment water tight integrity test.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

HANG UP LOOP

80 pound tear strength hang up loop to the interior provided at collar. Loop to be constructed of triple layers of the specified outer shell material lock stitched to the coat. Webbing or substituting other than the specified outer shell material will not be considered acceptable because of lower relative strength and wearlife.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

SLEEVES

Extra full cut one piece outer shell set in sleeves with built in bellows for maximum freedom. To reduce the chances of possible top seam failure in that high thermal exposure area the outershell sleeve's only Major A seam shall follow the underside of the arm and shall not cross over the outside of the elbow joint. Sleeve seam and sleeve attachment to coat body in all layers shall be 100% double fold and double stitched for maximum strength (i.e., a Major A seam requirement, as defined previously in this specification).

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

EXTERNAL WRISTLET

100% Nomex knit outer wristlet to be mounted to the end of the outer shell sleeve to prevent debris movement up the sleeve (between outer shell and moisture barrier/thermal liner assembly).

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

INNER WRISTLET & WATERWELL

100% Nomex knit inner wristlet protected by a flame and moisture resistant waterwell must be featured on every garment. Longer inner wristlet incorporating a Nomex webbing thumb attachment loop shall be sewn to the thermal liner sleeve end (not to the outer shell). A specified moisture barrier waterwell with an elastic gather shall be sewn to the moisture barrier sleeve end with all seams sealed to allow maximum channeling of water away from inside the moisture barrier/thermal liner sleeve end and pass the whole garment water tight integrity test. Thermal liner/wristlet shall be bar tacked and seam sealed at the junction of the moisture barrier sleeve to waterwell seam to prevent liner pull out. This inner waterwell assembly shall be interface capable with the appropriate glove to provide wrist protection during the liquid tight integrity test.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

FRONT CLOSURE PROTECTIVE OVERLAP

Two inch wide panels of breathable moisture/pathogen barrier (film facing outward) and specified thermal liner material shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat will consist of specified shell, moisture barrier and thermal liner materials. The inside trailing edge of each 2" wide inner panel shall have the breathable moisture/pathogen material wrapped around the edge by 1/2" to create an anti-wick guard to prevent soak through during the required shower test. An additional layer of 6" wide breathable moisture/pathogen barrier material (film facing outward) shall be sewn between the 2" wide panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the whole garment water tight integrity test.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

STORM SHIELD

Double thickness outer shell material exterior mounted storm shield to be provided. Closure must be either inner or outer Velcro and a protective closure (i.e., hooks & dees or zipper).

NOTE: When an external hook and dee closure is specified in custom features, the leading edge of the storm flap shall be internally reinforced with minimum 2" wide additional layer of NFPA certified material.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

POCKETS

All exterior specified pockets and flaps are reinforced at all stress points with bartack stitching. All pockets will be reinforced with an extra layer of NFPA certified outer shell, moisture barrier, or reinforcement material for extra durability. All pocket closures to be made with 1.5" minimum width Velcro.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

DESIGN CONCEPT (Styling)

Tailed styling designed to allow 9" frontal and 15" rear overlap with traditional waist high pants.

MATERIALS

Coat to be constructed in the following multi-layer configuration:

OUTER SHELL: 7.5oz 40% Nomex, 60% Kevlar treated with shelltite for maximum water repellency. (color: black)

MOISTURE BARRIER: Crosstech 1.2 oz. Film on a 3.3 oz. Nomex Plainweave substrate

THERMAL LINER: 2-Layer Spunlace/Meta Aramid Facecloth (6.8 oz.). Blue in color and shall provide a minimum of 38.7 TPP's before washing, 48 TPP's after five washings.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

CUSTOM OPTIONS TO BE PROVIDED

Std- coat cuffs, PBO Millenia black, double stitched

Std-substitute positive closure articulating rapid rescue strap in new coat for articulating rapid rescue strap

Std- Foldover Comfort Chinstrap

Std- Inspection Port Liner

Std- Liner detachable

Std- Liner label pocket

Std- Nomex – Tabbed long wristlet

New York-2 trim – Lime Reflexite, double stitched

Back Patch – Advanced black as specified.

AURORA six -3" sewn letters – Lime Reflexite

3" coat collar available

Chicago closure – 7” Shield – 2” hook and pile ext. with hook and D interior.

Dead Air Panels Extended – coat

X-large Half Height Bellow Pockets lined with Kevlar, flap closure with three strips of double stitched Velcro

Radio Pocket – Advanced. 9” X 3” X 2”, double stitched Velcro

- left chest
- Mic Tab – Advanced, to match color.
- left collar – topside / underside

Flashlight clip reverse clip on patch with Velcro strap

Bar coded label – permanent, breathable and meets NFPA fire resistive requirements

Any instructions in this custom option section that contradicts earlier specified statements supersede those earlier statements as long as the required certifications are not compromised.

All custom options to be attached to coat with lock stitching. Chain stitching will not be considered acceptable since it will unravel if even a single stitch is broken.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

| MANUFACTURER | VENDOR PRODUCT # | UNIT PRICE | ESTIMATED UNITS | TOTAL PRICE INCL SHIPPING | ESTIMATED DELIVERY TIME |
|--------------|------------------|------------|-----------------|---------------------------|-------------------------|
| Cairns Globe | Metro | 1059 | 50 | 52950 - | 6 weeks |

OPTIONAL

1. Hand warmer Dirkal pockets

Comments: Fleece lined

| MANUFACTURER | VENDOR PRODUCT # | UNIT PRICE | ESTIMATED UNITS | TOTAL PRICE INCL SHIPPING | ESTIMATED DELIVERY TIME |
|-----------------|------------------|------------|-----------------|---------------------------|-------------------------|
| 1. Cairns Globe | Metro | 35 | 50 | 1750 - | 6 weeks |

ITEM #2

DESCRIPTION: PANTS

To avoid liability and interface problems, it is the intent of the purchaser that coats and pants be procured from the same manufacturer and manufactured in the U.S.A.

Pants to meet or exceed NFPA #1971, most recent edition

PATTERING CONCEPT

Garments shall feature a tailored four piece outer shell with two piece, moisture barrier and thermal liner.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

PATTERNING REQUIREMENTS

To assure maximum freedom of movement and reduced kinetic resistance with minimum garment weight and bulk, the pants patterning shall incorporate:

- Hydraulic swivel action legs to torso interface
- An oversized diamond shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no "in crotch" seaming. To meet individual tailoring needs, and offer superior functionality, diamond shall extend from just above the left knee to just above the right knee and be centered equally from front to rear. Width of diamond at top of crotch shall be approximately 4", graded to size.
- Pants to rest in normal body line balance of 22" center to center distance at the cuff.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

SUSPENDER BUTTONS

Eight heavy duty, rust resistant suspender buttons to be positioned around the waist. Suspender buttons shall be mounted through waist band of triple layer outer shell material that is internally reinforced with a 3/4" wide additional band of coated needlepunch Aramid.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

LINER ATTACHMENT

Moisture barrier and thermal liner assembly shall be attached to the outer shell at the cuff by means of two (2) Nomex webbing snap assemblies per leg and at the waist with seven (7) evenly spaced glove snaps at the waistband.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

LINER INSPECTION DEVICE

Garment shall feature an opening in attaching stitching between liner and moisture barrier which will close and open via hook and pile tape. The opening to allow total liner/moisture barrier inversion so that moisture barrier film, seam sealing, and thermal liner fill can be fully and effectively inspected.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

PANT LINER LABEL

Shall be integrally printed on FR cotton Indura and lock stitched to the inner left hip area in a fashion to provide an inner pocket.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

PANT SHELL LABEL

Shall be integrally printed on FR cotton Indura and lock stitched at the top at the inside right hip, below a finished slash opening and outside pocket flap to provide at right hip, trouser style pocket.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

FLY FRONT

Outer shell fly shall be lock stitched to left side of front opening and be in proportion to waist size and crotch rise in both length and width. Fly inner lining shall extend at least 2" to the left of the outer shell fly attachment seam and shall be constructed of certified breathable (when breathable liners are specified) moisture barrier (film facing outward) and thermal liner. The right front pant opening shall have an internal facing extending at least 2" to the right and constructed of specified fabric. In combination with liner, the system shall offer 360 degrees protection without gaps during movement of outer shell moisture barrier and thermal liner. Closure shall be by means of minimum 1.5" Velcro and all construction techniques used shall provide liquid penetration protection under the whole garment watertight integrity test.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

DESIGN CONCEPT (Styling)

Pant shall be of a traditional waist high only design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress. For this reason, other than waist high pants (bibs, semi-bibs, rear bibs, "enhanced waist", lumbar panels, etc..) shall not be considered acceptable or "as equal" since additional trunk wrapping traps heat and moisture increasing heat stress build up while also creating mechanical resistance when covering the natural torso flexion point of the waist.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

MATERIALS

Pants to be constructed in the following multi-layer configuration:

OUTER SHELL: 7.5 oz 40% Nomex, 60% Kevlar trated with shelltite for maximum water repellency (color: black).

MOISTURE BARRIER: Crosstech 1.5 oz. Film on a 3 oz. Nomex plainweave substrate.

THERMAL LINER: 2-Layer Spunlace/Meta-Aramid Facecloth (6.8 oz). Blue in color and shall provide a minimum of 38.7 TPP's before washing, 48 TPP's after five washings.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

CUSTOM OPTIONS TO BE PROVIDED:

- Std-Inspection Port Liner
- Std-Liner detachable
- No Medical Records Pocket
- Std-Narrow 1.5" Velcro Fly, double stitched over hook and dee fastener
- Dead Air Panels - Pants
- 3" Cuff trim – Lime Reflexite, double stitched
- Heat Channel Knees – PBO Millenia, Advanced, color black
- Angled Cuffs – pants –PBO Millenia, Advanced, color black
- Pants Cuffs –PBO Millenia, double stitched, Advanced, color black
- Take up Straps 2 postman – Color black
- X-Large Bellows pockets – pants Advanced, color black - lined with – Kevlar, three strips double stitched Velcro
- Sew Liner label on all sides
- Bar coded label– permanent, breathable and meets NFPA fire resistive requirements
- Dynafit Suspenders (8-Point) Installed

Any instructions in this custom option section that contradicts earlier specified statements supersede those earlier statements as long as the required certifications are not compromised.

All custom options to be attached to pants with lock stitching. Chain stitching will not be considered acceptable since it will unravel if even a single stitch is broken.

Does your bid comply with all aspects of this section? Yes No

Comments: Exceeds

| MANUFACTURER | VENDOR PRODUCT # | UNIT PRICE | ESTIMATED UNITS | TOTAL PRICE INCL SHIPPING | ESTIMATED DELIVERY TIME |
|--------------|------------------|------------|-----------------|---------------------------|-------------------------|
| Cairns Globe | 1H Pant | 795 | 50 | 39750 - | 6 weeks |

OPTIONAL:

1. Prep for Spider Class II Internal Pants Opening (adopt harness to pants) for any that are requested at time of measurement.

Comments: _____

| MANUFACTURER | VENDOR PRODUCT # | UNIT PRICE | ESTIMATED UNITS | TOTAL PRICE INCL SHIPPING | ESTIMATED DELIVERY TIME |
|-----------------|------------------|------------|-----------------|---------------------------|-------------------------|
| 1. Cairns Globe | Series 3 | 295 | 50 | 14750- | 6 WEEKS |

SPEC COMPLIANCE PERCENTAGE CALCULATIONS

Total Number Of Yes Answers

Total Number Of No Answers

Total Answers

% Spec Compliance (Total Yes Answers ÷ Total Answers)

49

~~0~~

 49

 100%

ANY "NO" ANSWER REQUIRES A FULL WRITTEN EXPLANATION.

ALL YES/NO QUESTIONS NOT CHECKED WHERE PROVIDED WILL BE CONSIDERED A "NO" ANSWER.

ITEM #3

DESCRIPTION: GLOBE 14" STRUCTURAL FIRE BOOT, PULL-ON

Boots must meet or exceed NFPA #1971 AND 1992, the most current edition

Comments: _____

| MANUFACTURER | VENDOR PRODUCT # | UNIT PRICE | ESTIMATED UNITS | TOTAL PRICE INCL SHIPPING | ESTIMATED DELIVERY TIME |
|--------------|------------------|------------|-----------------|---------------------------|-------------------------|
| Globe | Onyx | 329 | 40 pr | 13160- | 2 WEEKS |

ITEM #4

DESCRIPTION: FIRE HELMET

Morning Pride Ben 2 Plus, low ride, with 4" high temperature face shield, combination quick release/postman slide chin strap, 3M brand lime trim, ratchet adjustment headband, Nomex earflaps, or evaluated equal

Outer shell – FYR/glass composite

Helmets must meet or exceed NFPA #1971, the most current edition

Color: black, red, or white

Comments: _____

| MANUFACTURER | VENDOR PRODUCT # | UNIT PRICE | ESTIMATED UNITS | TOTAL PRICE INCL SHIPPING | ESTIMATED DELIVERY TIME |
|--------------|------------------|------------|-----------------|---------------------------|-------------------------|
| Bullard | USTM | 185 | 25 | 4625 - | 2 weeks |

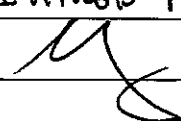
CITY OF AURORA
INVITATION TO BID
15-52
PROTECTIVE GEAR
FOR THE AURORA FIRE DEPARTMENT

REFERENCES

(Please Type)
Organization Rockford Fire Dept.
Address 204 S. First
City, State, Zip Rockford, IL 61104
Phone Number 815-987-5645
Contact Person DC Joe Corl
Date of Project 2011 - 2014 (200-300) Sets

Organization Countryside Fire Prof. Dist.
Address 600 N. Deerpath Road
City, State, Zip Vernon Hills, IL 60061
Phone Number 847-367-5511
Contact Person Qm Mike Reasch
Date of Project 2015 - (80) Sets

Organization Grayslake Fire Dept.
Address 160 Hawley St.
City, State, Zip Grayslake, IL 60030
Phone Number 847-223-8960
Contact Person Qm Rob Danesi
Date of Project 2015 - (50) Sets

Contractor's Name: Illinois Fire Store
Signature & Date:  10/6/15

Turnout Gear Limited Warranty

Globe Manufacturing Company, LLC warrants its turnout gear to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

Our obligation under this warranty shall be limited to the repair or replacement, without charge, of any product which is returned to Globe at buyer's expense and is determined by us to be defective in materials or workmanship, but is otherwise serviceable.

This warranty shall not be effective unless the products are used for the purpose for which they were designed and are used by trained personnel following proper firefighting procedures and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to properly care for the garment will lead to a shortening of the serviceable life.

"Serviceable" refers to the general condition of the garment which can be expected to provide at least reasonable limited protection against the hazards from which the garment was designed to protect. "Serviceable life" is the period of time protective clothing, which has been properly cared for, can be expected to provide reasonable limited protection. "Defects in Materials" refers to weak areas or other flaws caused by irregularities in their manufacture. "Defects in Workmanship" refers to improperly manufactured seams, stitching, or other construction methods.

This warranty does not cover wear and tear nor damage from fire, heat, chemicals, misuse, accident or negligence.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedy of repair or replacement for breach of this warranty shall be the sole and exclusive remedy and Globe shall not under any circumstances be liable for incidental or consequential damages.

Boots Limited Warranty

Globe Footwear, LLC warrants its boots to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase when properly used and cared for.

Our obligation under this warranty shall be limited to the repair or replacement, without charge, of any product which is returned to Globe at buyer's expense and is determined by us to be defective in materials or workmanship, but is otherwise serviceable.

This warranty shall not be effective unless the products are used for the purpose for which they were designed and are used by trained personnel following proper procedures and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to properly care for the footwear will lead to a shortening of the serviceable life.

"Serviceable" refers to the general condition of the footwear which can be expected to provide at least reasonable limited protection against the hazards from which the footwear was designed to protect. "Serviceable life" is the period of time protective footwear, which has been properly cared for, can be expected to provide reasonable limited protection. "Defects in Materials" refers to weak areas or other flaws caused by irregularities in their manufacture. "Defects in Workmanship" refers to improperly manufactured seams, stitching, or other construction methods.

This warranty does not cover wear and tear nor damage from fire, heat, chemicals, misuse, accident or negligence.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedy of repair or replacement for breach of this warranty shall be the sole and exclusive remedy and Globe Footwear, LLC shall not under any circumstances be liable for incidental or consequential damages.



Bullard Fire Helmet Warranty

**BEST
IN
CLASS**

Effective January, 2010

Bullard offers a best in class warranty. Bullard warrants to the original purchaser that the firefighter helmet and non-electronic components are free of defects in materials and workmanship under normal use and service for a period of five (5) years from the date of manufacture on the helmet shell and lifetime (as defined in NFPA 1851: ten years) warranty on the non-electronic components. The Bullard obligation under this warranty is limited to repairing or replacing articles that are returned within the warranty period, shown to be defective after inspection by Bullard, and subject to the following limitations:

Helmet must be returned to Bullard with shipping charges prepaid
Helmet must not be altered from its original factory configuration
Helmet must not have been abused, neglected or damaged in transport

In no event shall Bullard be responsible for consequential damages incurred by the user or a third party, whether those damages include loss of use or other indirect, incidental, or consequential damages, special costs or expenses. Bullard offers no warranty on components or accessories NOT manufactured or supplied by Bullard.

ANY IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO FIVE (5) YEARS ON THE HELMET SHELL AND LIFETIME (NFPA 1851: TEN YEARS) ON THE NON-ELECTRONIC COMPONENTS FROM THE DATE OF MANUFACTURE OF THIS PRODUCT.

Americas:
E.D. Bullard Company
1898 Safety Way • Cynthiana, KY 41031-9303
Toll free: 877-BULLARD (285-5273)
Tel: 859-234-6616
Fax: 859-234-8987
www.bullard.com

Europe:
Bullard GmbH
Lilienthalstrasse 12
53424 Remagen • Germany
Tel: +49-2642 999980
Fax: +49-2642 9999829
www.bullardextrem.com

Asia-Pacific:
Bullard Asia Pacific Pte. Ltd.
LHK Building
701, Sims Drive, #04-03 • Singapore 387383
Tel: +65-6745-0556
Fax: +65-6745-5176
www.bullard.com

THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 15-52

FIRE DEPARTMENT PROTECTIVE GEAR

COMPANY NAME: _____

| ITEM | MANUFACTURER | VENDOR PRODUCT # | UNIT PRICE | ESTIMATED UNITS | TOTAL PRICE INCL. SHIPPING | ESTIMATED DELIVERY TIME |
|---|---------------------|------------------|-------------|-----------------|----------------------------|-------------------------|
| 1. Bunker Coat: Morning Pride "Tails", or evaluated equal | <u>Cairns Globe</u> | <u>Metro</u> | <u>1059</u> | <u>50</u> | <u>52950</u> | <u>4-6 Weeks</u> |
| 2. Bunker Pants: Morning Pride (compatible with "Tails" coat), or evaluated equal | <u>Cairns Globe</u> | <u>1H Pant</u> | <u>795</u> | <u>50</u> | <u>39750</u> | <u>4-6 Weeks</u> |
| 3. Fire Boots: Globe 14" structural fire boot, pull-on, or evaluated equal | <u>Globe</u> | <u>Onyx</u> | <u>329</u> | <u>40 pr</u> | <u>13160</u> | <u>2 WEEKS</u> |
| 4. Fire Helmet: Morning Pride Ben 2 Plus Traditional, or evaluated equal | <u>Bullard</u> | <u>USTM6</u> | <u>185</u> | <u>25</u> | <u>4625</u> | <u>2 weeks</u> |



Illinois Fire Store
243 East Main Street
Amboy, IL 61310
Phone : (815) 857-2000
Fax : (815) 857-3700
Website : www.IllinoisFireStore.com
Email : ndinges@illinoisfirestore.com

City of Aurora, Illinois
Invitation to Bid 15-52

Protective Gear
For the Aurora Fire Department

Addendum (NOTE: UPGRADE OPTIONS TO CURRENT BID):

1. Bunker Coat Options:
 - a. RSX Style Jacket with Advance, Armor, or AP/Glide/Xtech: Add-\$135/Jacket
 - b. RXT Style Jacket with Advance, Armor or AP/Glide/Xtech: Add-\$250/Jacket
 - c. American Flag Shoulder: Add-\$10/Each
 - d. Dept Custom Patch: Add-\$20/Each
 - e. Lettering Options: \$2/Letter for Last Names
 - f. Sewn Patch: \$20/Each
 - g. Velcro Patch: \$50/Each
 - h. Hung Patch: \$40/Each

2. Bunker Pant Options:
 - a. RSX Style Pant with Advance, Armor, or AP/Glide/Xtech: Add-\$75/Pant
 - b. RXT Style Pant with Advance, Armor, or AP/Glide/Xtech: Add-\$95/Pant
 - c. Series #1 Belt for Above Styles: Add-\$105/Each
 - d. Kevlar Tool Pouch-\$25/Each Pkt

3. Fire Boot Options:
 - a. Globe Shadow: \$355/Each (**Current Inventoried Boot**)
 - b. Globe Supreme: \$365/Each
 - c. Globe Supralite: \$375/Each

Thank you,

Nicholas C. Dinges, Owner
Illinois Fire Store

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.

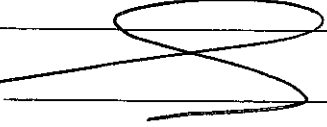
COMPANY NAME Illinois Fine Stone

ADDRESS 243 E. Main

CITY/STATE/ZIP CODE Amboy, IL 61310

NAME OF CORPORATE/COMPANY OFFICIAL Nicholas C. Dinges
PLEASE TYPE OR PRINT CLEARLY

TITLE CEO, Owner

AUTHORIZED OFFICIAL SIGNATURE 

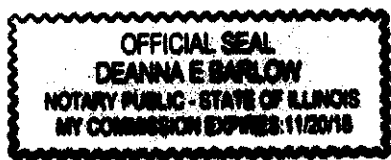
DATE 10/6/15

TELEPHONE (815) 857-2000

FAX No. (815) 857-3700

Subscribed and Sworn to
Before me this 6 day
of October, 2015

Deanna Barlow
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 6th day of October, 2015.

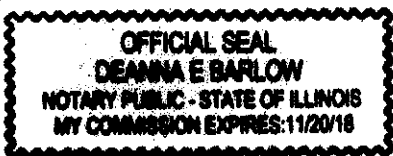
By [Signature]
(Signature of Bidder's Executing Officer)
Wich C. Dinges
(Print name of Bidder's Executing Officer)
CEO
(Title)

ATTEST/WITNESS:
By [Signature]
Title [Signature]

Subscribed and sworn to before me this 6 day of October, 2015.

[Signature]
Notary Public

(SEAL)



CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this 7 day of oct, 2015 ("Effective Date"), for **Protective Gear 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 Illinois Fire Store ("Bidder"), located at 243 E. Main Amboy, IL 61310.

WHEREAS, the City issued an Invitation to Bid 15-52 **Protective Gear 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, IPS, 2015, 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 15-52

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 1.

3. **Term.** This agreement is for an initial one year term beginning January 1, 2016, and unless sooner terminated, ending December 31, 2016. This agreement has options for two 1-year extensions subject to mutual consent between the City of Aurora and Contractor.

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 forty-five (45) 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) appropriately 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

(SEAL)

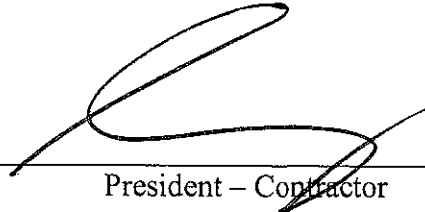
FOR ^{IFS} _____

By _____

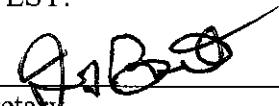
(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Illinois Fire Stone (INC)

(SEAL)

By 
President - Contractor

ATTEST:


Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

(SEAL)

(SEAL)
Contractor



City of Aurora

PURCHASING DIVISION

44 East Downer Place
Aurora, Illinois 60507

(630) 256-3550 (phone)
(630) 256-3559 (fax)

VENDOR APPLICATION FORM

Please fill in all spaces, Insert "NA" in blocks not applicable.
TYPE OR PRINT ALL ENTRIES.

Date: 10/6/15

| | |
|---------------------------------------|--|
| COMPANY <u>Illinois Fire Store</u> | HOW LONG IN PRESENT BUSINESS? <u>13 YEARS</u> |
|---------------------------------------|--|

| | | | |
|-------------------------------|----------------------|--------------------|---------------------|
| ADDRESS <u>243 E. MAIN</u> | CITY <u>AMBOY</u> | STATE <u>IL</u> | ZIP <u>61310</u> |
|-------------------------------|----------------------|--------------------|---------------------|

| | | |
|--------------------------------------|--|-----------------------------------|
| CONTACT PERSON <u>NICK DINGES</u> | PHONE AND EXTENSION <u>815-857-2000</u> | FAX NUMBER <u>815-857-3200</u> |
|--------------------------------------|--|-----------------------------------|

EMAIL ADDRESS
ndinges@illinoisfirestore.com

| | |
|--|--|
| TYPE OF ORGANIZATION (Check Applicable) | If Incorporated, indicate in which State |
| <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation | <u>IL</u> |

| | |
|-------------------------------|---|
| Year Established: <u>2002</u> | Number of Employees working in Aurora: <u>6</u> |
|-------------------------------|---|

CATEGORY (Check below the category which applies to the applicant)

| | | |
|---|---|---|
| <input type="checkbox"/> (A) Manufacturer or Producer | <input type="checkbox"/> (C) Retailer | <input checked="" type="checkbox"/> (E) Distributor |
| <input type="checkbox"/> (B) Wholesaler | <input type="checkbox"/> (D) Manufacturer's Agent | <input type="checkbox"/> (F) Service Establishment |

TYPE OF PRODUCT/SERVICE REQUESTING TO BID ON:
PPE - FIRE

NAMES OF OFFICERS, MEMBERS OR OWNERS OF CONCERN, PARTNERSHIP, ETC.

| | |
|--|--------------------|
| (A) PRESIDENT <u>- CEO/Director -</u> | (B) VICE PRESIDENT |
| (C) SECRETARY <u>NICHOLAS C. DINGES</u> | (D) TREASURER |
| (E) OWNERS OR PARTNERS | |
| (F) IF (A) THRU (E) EMPLOYED BY STATE OR LOCAL GOVERNMENT STATE UNIT OF GOVERNMENT | |

| | |
|---|---|
| TAXPAYER'S I.D. NO. FEIN <u>75-3080331</u> | INSURANCE INFORMATION (Check Applicable) LIABILITY INSURANCE: <input checked="" type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$5,000,000 <input type="checkbox"/> Other Minimum acceptable limits are \$1M per occurrence, \$2M general aggregate (some projects/bids may also require higher limits and/or excess liability coverage). It is required that the City of Aurora be named as a primary, non-contributory additional insured. Insurance Co. <u>Cincinnati</u> |
| S.S. No. _____ Completed W-9 Form required | |

Attach a copy of your current certificate of insurance @ Time of order

PERSON(S) AUTHORIZED TO SIGN QUOTES, PROPOSALS, BIDS AND CONTRACTS:

| NAME | OFFICIAL CAPACITY |
|---------------------------|-------------------|
| <u>Nicholas C. Dinges</u> | <u>Owner</u> |
| | |
| | |
| | |

MINORITY/WOMEN/DISABLED BUSINESS

The City of Aurora has established a Procurement Development Program designed to encourage city procurement from businesses owned by minorities, women, and disabled persons (MWDP).

Please enclose a current copy of your minority status certification from one of the below agencies with this application to register as a minority group member.

- Illinois Unified Certification Program
- Illinois Department of Central Management Services (CMS) Business Enterprise Program
- Illinois Department of Transportation
- Women's Business Development Center

MINORITY GROUP MEMBER Please check the applicable box(es).

NOTE: Do not complete this section unless you have attached a certification from one of the listed agencies.

- Minority Business Enterprise Women Business Enterprise Disabled Business Enterprise

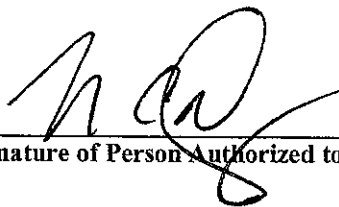
The City of Aurora also recognizes procurement actions with self-declared (non-certified) MWDP businesses. Please check the applicable box below.

- African American Hispanic American Native American Asian-Pacific American
 Women-Owned Disabled

References:

Please provide name, address and phone number of references.

1. First National Bank 220 E. Main Amboy, IL 61310 815-857-3625
2. Globe Manufacturing 37 Loudon Road Pittsfield, NH 03263 800-232-8323
3. Dragon Safety 101 Technology Dr. Pittsburgh, PA 152275 412-787-8383
4. Streamlight 30 Eagleville Rd. Eagleville, PA 19403 610-631-0600
5. WS Darby 325 Spring Lake Dr. Itasca, IL 60143 708-345-8050



Signature of Person Authorized to Sign this Application

Nicholas C. Dingley, EEO +Dive
Name and Title of Person Signing (Type or Print)

USE BY CITY OF AURORA ONLY

| | | |
|-----------------|------------------|-------|
| VENDOR NUMBER: | APPROVED BY: | DATE: |
| COMMODITY CODE: | MINORITY STATUS: | |



City of Aurora

Purchasing Division • Finance Department • 44 E. Downer Place • Aurora, Illinois 60507-2067
(630) 256-3550 • FAX (630) 256-3559

Esther L. Phillips
Director of Purchasing

CITY OF AURORA PURCHASE ORDER REQUIREMENT POLICY ACKNOWLEDGEMENT FORM

I/we hereby acknowledge and will comply with the following purchase order requirement policy of the City of Aurora.

All properly authorized purchases of the City of Aurora must be evidenced by the issuance of purchase orders. A city purchase order number must be reflected on a vendor's invoice in order to ensure that purchases are made by authorized individuals for appropriate municipal purposes.

Any invoice received by the City of Aurora which is not supported by a purchase order will not be accepted as a valid city obligation. The invoice will be returned to the vendor without the city processing it for payment. This policy does not restrict city employees from making purchases on behalf of the city government with a credit card.

Notwithstanding the above, a city employee may make emergency purchases (i.e., without a purchase order) when goods or services are "urgently and imminently necessary for the preservation of life, health, and property." Prior to allowing an emergency purchase on behalf of the city, a vendor must obtain authorization from a member of the city's Purchasing Division staff.

Please type or print your contact information below.

Company Name: Illinois Fire Store

Address: 243 E. Main

City: Aurora State: IL Zip: 61310

Phone: 815-857-2000 Contact: Nicholas C. Dings

Signature: [Signature] Date: 12/6/15

Print Name: Nicholas C. Dings

If you desire to receive purchase orders electronically, please provide your email address below:

Email Address: ndings@illinoisfirestore.com

Invoices may be submitted to the city's Purchasing Division via email to: **PurchasingDL@aurora-il.org**.

CITY OF AURORA
ELECTRONIC FUNDS TRANSFER PROGRAM

The City of Aurora offers electronic funds transfer (EFT) to vendors capable of accepting this method of payment. If your company accepts EFT payments, please complete the following Electronic Funds Transfer Agreement.

Please return this Agreement form along with the other required forms necessary to become a vendor of the City of Aurora.

If your company is not capable of accepting this method of payment, please indicate below and return this sheet with the other required forms.

Our company is not capable of accepting EFT payments at this time.

Name: _____

Title: _____

Company Name: _____

Phone: _____

Email: _____

CITY OF AURORA
Electronic Funds Transfer Agreement

THE CITY OF AURORA (Purchaser) agrees to remit payment(s) to _____
(Seller) through electronic funds transfer (EFT) in accordance to the following terms and conditions:

1. This form is solely for authorization to remit payments via EFT in accordance with the National Automated Clearing House Association's Corporate Trade Payment Rules.
2. In order to ensure timely and accurate application of each EFT payment, you must submit your Bank Name, Account Name, Account Number, ABA Number, Account Type, and email for remittance notification.
3. The Purchaser will use CTX or CCD format with addendum information to the Seller's financial institution. If unable to transmit addendum information, remittance detail will be sent to the email address identified on this form.
4. The Purchaser will provide email notification to the email address provided by Seller to help ensure each EFT submitted is accurately and promptly applied to the appropriate invoice(s).
5. Although submitting payment EFT, Purchaser's payment terms will remain the same in accordance to the Illinois Local Government Prompt Payment Act, except that Purchaser shall not be liable for payments not made within the allotted time due to Seller's bank inability to receive EFT payments, including, without limitation, bank computer software/hardware related issues.
6. Any cash discount period shall extend to the date that the invoice is paid.
7. All EFT transactions will be for credit to City of Aurora account(s) only. Adjustments may be made against payments to compensate for payments made in error.
8. Either Purchaser or Seller may terminate the use of EFT by written notice to the other at least thirty (30) days before the desired termination date.
9. Written notice to Purchaser shall be addressed to:
CITY OF AURORA
44 E. Downer Place
Aurora, IL 60507
Attention: Esther L. Phillips, Director of Purchasing

Written notice to Seller shall be addressed to:

(Contact Name) (Address) (Phone)

10. Seller Bank Information:

Bank Name: _____
Bank Address: _____
Account Name: _____
Account Number: _____
ABA/Routing Number: _____
Account Type: _____
Email for remittance notification: _____
City of Aurora Account No. with your institution: _____

11. Seller Contact Information:

Name: _____
 Title: _____
 Company Name: _____
 Phone: _____
 Email: _____

If you are able to meet all of the EFT requirements and you would like to proceed with being set-up via EFT payment, please sign and date below.

Agreed to:

Agreed to:

 (Seller – Company Name)

City of Aurora

 (Purchaser)

By _____
 (Signature)

By Esther L. Phillips
 (Signature)

 (Print Name)

Esther L. Phillips

 (Print Name)

Date _____

Date _____

NOTE: Occasionally certain payments to the Seller may be used by the Purchaser to acquire reimbursements from a third party such as the Federal government. By signing this agreement, the Seller agrees, upon the Purchaser's request, to provide a notarized letter which is an acceptable proof of payment, noting the time of service, payment amount and project, if any.

REQUIRED: Please attach a voided check or bank paperwork showing the bank name, routing number, account name and account number into which the money is to be deposited. Deposit slips are not acceptable.

Please fax, email or mail both pages of the Agreement, along with a voided check or bank paperwork to:

City of Aurora, Purchasing Division
 44 East Downer Place
 Aurora, IL 60507
 Fax: (630) 256-3559
 Email: PurchasingDL@aurora-il.org

| For Purchasing Use Only | |
|-------------------------|--|
| Vendor No. | |
| Entered by: | |

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) E & B Fire and Safety, Inc. | |
| | Business name/disregarded entity name, if different from above Illinois Fire Store | |
| | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) 243 E. Main St, P.O. Box 58 | Requester's name and address (optional) CITY OF AURORA, ILLINOIS 44 E DOWNER PLACE AURORA, IL 60507-2067 |
| City, state, and ZIP code Amboy, IL 601310 | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---------------------------------------|---|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|---|---|---|---|---|---|---|---|---|---|
| Social security number | Employer identification number | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td></tr> <tr><td style="text-align: center;">-</td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td></tr> <tr><td style="text-align: center;">-</td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td></tr> <tr><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td><td style="width: 25px; height: 20px;"> </td></tr> </table> | | | | | - | | | | - | | | | | | | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width: 25px; height: 20px;">7</td><td style="width: 25px; height: 20px;">5</td><td style="width: 25px; height: 20px;">-</td><td style="width: 25px; height: 20px;">3</td><td style="width: 25px; height: 20px;">0</td><td style="width: 25px; height: 20px;">8</td><td style="width: 25px; height: 20px;">0</td><td style="width: 25px; height: 20px;">3</td><td style="width: 25px; height: 20px;">3</td><td style="width: 25px; height: 20px;">1</td></tr> </table> | 7 | 5 | - | 3 | 0 | 8 | 0 | 3 | 3 | 1 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| - | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| - | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 5 | - | 3 | 0 | 8 | 0 | 3 | 3 | 1 | | | | | | | | | | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ **10/6/15**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for ... | THEN the payment is exempt for ... |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ucca.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

| For this type of account | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ³ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The actual owner ¹ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The owner ³ |
| | The grantor ⁴ |
| For this type of account | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF AURORA
VENDOR APPLICATION CHECK LIST

The following documents must be completed in their entirety, and submitted to the Purchasing Division in order for your application to become considered as a vendor for the City of Aurora:

Vendor Application Form

Purchase Order Requirement Policy Acknowledgement Form

Electronic Funds Transfer (EFT) Agreement Form (or sheet indicating your company is not capable of accepting EFT payment)

W-9 Form