

City of Aurora, Illinois

Invitation to Bid 24-120

Dress/Work Uniforms For the Aurora Fire Department

BID PROPOSALS DUE

Wednesday, November 13, 2024

At 11:00 a.m.

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

CITY OF AURORA, ILLINOIS

INVITATION TO BID

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**CITY OF AURORA
INVITATION TO BID
24-120**

DRESS/WORK UNIFORMS FOR THE AURORA FIRE DEPARTMENT

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

Sealed Bid proposals will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507-2067 until **11:00 am, Wednesday, November 13, 2024**. Bids will be opened and read publicly via a non-mandatory teleconferenced live stream, access details to be provided to all planholders.

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

The contract is for a one-year term, with two (2) optional one-year extensions, subject to mutual consent between the City of Aurora and the Supplier.

All bid proposals are to be submitted on the bid proposal form provided entitled: "Bid Proposal Form 24-120 Dress/Work Uniforms" and submitted in a sealed envelope clearly marked on the outside: "24-120 Bid for Dress/Work Uniforms".

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until **8:00 am, Tuesday, November 5, 2024**. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, November 7, 2024. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after the aforementioned cut-off date/time.** It is the bidder's responsibility to check the website before submitting their bid.

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

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

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

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

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

CITY OF AURORA

Jolene Coulter
Director of Purchasing

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Ray O'Herron Company, Inc.

ADDRESS 3549 N. Vermilion St.

CITY/STATE/ZIP CODE Danville, IL 61832

NAME OF CORPORATE/COMPANY OFFICIAL Michael O'Herron

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE 

DATE 11/07/2024

TELEPHONE (800) 223-2097

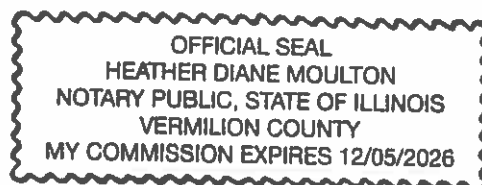
FAX No. (N/A) _____

Subscribed and Sworn to

Before me this 7th day

of November, 2024


Notary Public



STATE OF ILLINOIS)
)
County of Kane) ss.

BIDDER'S TAX CERTIFICATION

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

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


DATED this 7th day of November, 2024.

By 
(Signature of Bidder's Executing Officer)

Michael O'Herron
(Print name of Bidder's Executing Officer)

President
(Title)

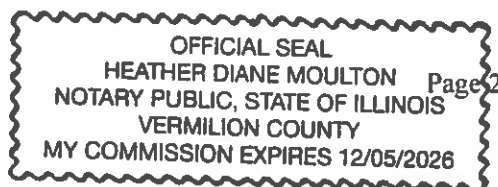
ATTEST/WITNESS:

By 
Title Secretary

Subscribed and sworn to before me this
7th day of November, 2024.


Notary Public

(SEAL)



CITY OF AURORA, ILLINOIS INSTRUCTIONS TO BIDDERS

01. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Bid Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

02. ACCEPTANCE OF BIDS

- a. **Bidder must submit an original bid response, marked as "original" and one (1) complete, sealed, signed and attested copy of the bid, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in order to be considered responsive.**
- b. The City reserves the right to reject any and all Bids or parts thereof and to waive any technicalities and irregularities in the bidding and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the Bid proposals for ninety (90) days from the opening date set forth above. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid.
- c. Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No Bid will be considered unless the Bidder shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to him. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

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

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

03. RECEIPT OF BIDS

- a. It is suggested that respondents allow a minimum of four (4) days for delivery through U.S. mail, or Bids may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Bids. The Bidder assumes responsibility for late delivery of the mail. It is the sole responsibility of the Bidder to see that his/her Bid is received in the proper time.
- b. Any Bid received by the Office of the City Clerk after **11:00 am, Wednesday November 13, 2024** shall be rejected. **There will be no exceptions!**
- c. All Bids must be submitted upon the blank forms attached herein with all blank spaces filled in and any alterations or erasures explained. Bids that contain any omissions, erasures, or alterations, or that contain any additions or omissions of items not called for in the Bid Package, or that contains irregularities of any kind, may be rejected as informal. Bids shall be in strict conformity with the Bid Package and any applicable Addenda. Only Bids which are made out upon the Bid Form will be considered. Partial or incomplete Bids will not be considered.

04. WITHDRAWAL OF BIDS

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

05. BID DEPOSIT

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

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

06. BOND AND INSURANCE

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

07. CITY'S AGENT

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

08. INVESTIGATION

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

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

09. BIDDER QUALIFICATION

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

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

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

- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- **Any bidder who owes the city money may be disqualified at the City's discretion.**

10. ALTERNATE BIDS

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Bid proposal package. The Purchasing Director reserves the right to rule upon specification deviation in a manner as best befits the needs of the City. If a Bidder wishes to submit more than one Bid, each Bid, after the first, is to be considered an **alternate**. **THESE BIDS MUST BE PLACED IN SEPARATE ENVELOPES. THE ENVELOPE AND THE BID PROPOSAL PAGE MUST BE PLAINLY MARKED "ALTERNATE BID"**. The Purchasing Director will reject all deviations that amount to a material nonconformity with the specifications of the Bid.

11. BID AWARD

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

Notification of the Bid Award will be made by the issuance of a purchase order.

12. PRICES

- a. Unit prices shall be shown for each unit on which there is a Bid, and shall include all packing, crating, freight and shipping charges to destination unless otherwise stated in the Bid proposal.
- b. Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Bid or his/her authorized representative must initial any alteration in ink.)

13. DISCOUNTS

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

14. TAXES

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

15. PAYMENTS

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*)

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

Invoices MUST contain the Purchase Order Number, as issued by the City

The successful Proposer shall submit invoices via e-mail to:

PurchasingDL@aurora.il.us

or Mail to the following address:

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

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

16. DEFAULT

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

17. CANCELLATION

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

18. SIGNATURES

Each Bid must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by all members of the partnership, or an authorized

representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

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

19. SPECIAL CONDITIONS

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

20. PERMITS AND LICENSES

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

21. PATENTS

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

22. SAMPLES

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

23. DEMONSTRATIONS

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

24. REFERENCES

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

25. DATA

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

26. SEQUENCE

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

27. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

28. PATENTED DEVICES, MATERIALS, AND PROCESSES

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

29. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the

duration of this contract, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left".

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

30. WORKERS COMPENSATION ACT

The Bidder further agrees to ensure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the contract, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

31. SUBLETTING OR ASSIGNMENT OF WORK

If the Bidder sublets the whole or any part of the Work to be done under the contract, with or without the written consent of the City, he shall not, under any circumstances, be relieved of his liabilities and obligations. All transactions of the City shall be with the Bidder; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. In case any party or parties, to whom any work under the contract shall have been sublet, shall disregard the directions of the City or his duly authorized representatives, or shall furnish any unsatisfactory Work or shall fail or refuse in any way to conform to any of the provisions or conditions of the contract, then in that case, upon the written order of the City, the Bidder shall require said party or parties in default to discontinue Work under the contract. Said Work shall be corrected or made good and shall be continued and completed by the said Bidder or by such other party or parties as are approved by the City, in the manner and subject to all of the requirements specified in the contract.

32. MINORITY PARTICIPATION

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

33. LOCAL BIDDER PREFERENCE

O20-029, approved April 28, 2020 defines “Local business” to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

34. PROSECUTION OF WORK

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

35. GUARANTEES AND WARRANTIES

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

36. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 8:00 am, Tuesday, November 5, 2024. Questions will be answered via addendum and posted to the City’s website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, November 7, 2024. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the aforementioned cut-off date/time.**

It is the Bidder’s responsibility to check the city’s website to ensure all addendum are received.

**CITY OF AURORA
BID SPECIFICATIONS FOR
24-120 DRESS/WORK UNIFORMS
FOR THE AURORA FIRE DEPARTMENT**

GENERAL

The City of Aurora is soliciting bids for dress/work uniforms for the Aurora Fire Department covering the 2025 fiscal year (January 1, 2025 through December 31, 2025).

SECTION 1.0 – SCOPE

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

The Aurora Fire Department has 220 personnel, including Chief Officers, Fire Officers (Captains and Lieutenants), and Firefighters and Civilian Fire Inspectors. The department has established a quartermaster system for all uniformed personnel.

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

This contract shall cover the City of Aurora's 2025 fiscal year (January 1, 2025 through December 31, 2025). **Bidders shall provide an option for renewal, and shall be limited to two-(1) year contracts.** The City will not be bound to an approved purchase contract if funds are not designated by the City Council for this specific purpose for the 2025 fiscal year or any subsequent renewal year.

SECTION 2.0 – PRICING

Bid sheets include the following information:

Item:	A short description of the item.
Manufacturer:	The maker of the item.
Style:	The vendor/manufacturer style name/number or catalog ID number for identification purposes.
Unit Price:	The price per unit of the specified item, <u>INCLUDING SHIPPING.</u>
Annual Estimate:	The anticipated quantity of the item that will be purchased in fiscal year 2025.
Total Price:	The total cost (Unit Price X Annual Estimate) of the specified item, <u>INCLUDING SHIPPING.</u>
Delivery:	Estimated delivery time.

SECTION 3.0 – SAMPLES

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

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

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

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

Samples shall be delivered not less than five (5) days prior to the announced date and time of the bid opening to the attention of:

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

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

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

SECTION 4.0 – EXCEPTIONS

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

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

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

There shall be no additional charges for hemming trousers.

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

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

There shall be no oversize charges.

SECTION 6.0 – AWARD OF BID

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

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

The criteria for evaluation proposals received will be:

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

SECTION 7.0 – PURCHASE ORDER

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

SECTION 8.0 – DELIVERY

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

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

Aurora Fire Department
75 N. Broadway
Aurora, IL 60505

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

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

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

SECTION 9.0 – METHOD OF PAYMENT

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*)

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

Invoices MUST contain the Purchase Order Number, as issued by the City.

The successful Proposer shall submit invoices via e-mail to:

PurchasingDL@aurora.il.us

or Mail to the following address:

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

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

**DETAILED SPECIFICATIONS
FOR BID 24-120
DRESS/WORK UNIFORM DESCRIPTIONS**

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GROUP 1: WORK UNIFORMS AND RELATED ITEMS

WORK SHIRT (FIRE OFFICERS, FIREFIGHTERS)

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

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

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

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

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

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Fechheimer	85R5886	\$54.08	150SS	\$8,112.00	2 Weeks
Fechheimer	35R5886	\$59.82	100LS	\$5,982.00	2 Weeks

WORK TROUSERS (FIRE OFFICERS, FIREFIGHTERS)

Fechheimer Flying Cross Cargo Pants or evaluated equal.

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

Bid price to include hemming.

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Fechheimer	47300-86	\$77.86	450	\$35,037.00	2 Weeks

GROUP 1: WORK UNIFORMS AND RELATED ITEMS (CONT)

TROUSER BELT (ALL RANKS)

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

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Boston Leather	6505-1	\$24.59	50	\$1,229.50	2 Weeks

GROUP 2: DRESS UNIFORMS AND RELATED ITEMS

DRESS SHIRT (CHIEF OFFICERS, FIRE OFFICERS & FIREFIGHTERS)

Dress shirt, dacron/polyester or polyester/cotton blend

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

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

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

Color: White

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

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

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1. Elbeco	Z3310N	\$42.76	50	\$2,138.00	2 Weeks
1. Elbeco	Z310N	\$46.62	50	\$2,331.00	2 Weeks
2. Elbeco	P867	\$31.00	50	\$1,550.00	2 Weeks
2. Elbeco	P877	\$35.63	50	\$1,781.50	2 Weeks

\$6

GROUP 2: DRESS UNIFORMS AND RELATED ITEMS (CONT)

DRESS TROUSERS (CHIEF OFFICERS, FIRE OFFICERS & FIREFIGHTERS)

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

Bid price to include hemming.

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Fechheimer	38200-86	\$49.98	70	\$3,498.60	2 Weeks

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

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

Color: Navy blue.

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

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

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Fechheimer	38800-86	\$119.68	50	\$5,984.00	2 Weeks

GROUP 2: DRESS UNIFORMS AND RELATED ITEMS (CONT)

DRESS UNIFORM OVERCOAT

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

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

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

Color: Navy Blue

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

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Anchor Uniforms	761MT-NB	\$210.73	30	\$6,321.90	2 Weeks

DRESS CAP – FIREFIGHTER STYLE

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

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Midway Cap Company	118-NB	\$48.34	35	\$1,691.90	2 Weeks

GROUP 2: DRESS UNIFORMS AND RELATED ITEMS (CONT)

DRESS CAP – FIRE OFFICER STYLE

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

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Midway Cap Company	116	\$45.09	10	\$450.90	2 Weeks

DRESS CAP – CHIEF OFFICER STYLE

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

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Midway Cap Company	117	\$100.03	5	\$500.15	2 Weeks

UNIFORM TIE – BLACK TIE – VELCRO WRAP AROUND (ALL RANKS)

Pre-tied Black, 100% polyester, 3-inch width. LawPro breakaway tie to evaluated equal. Regular and extra-long lengths.

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Samuel Broome	45115	\$13.11	45	\$589.95	2 Weeks

GROUP 2: DRESS UNIFORMS AND RELATED ITEMS (CONT)

DRESS UNIFORM BELT (ALL RANKS)

Black Clarino, with silver- or gold-colored buckle, or evaluated equal.

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Boston Leather	6505-2	\$30.33	50	\$1,516.50	2 Weeks

DRESS UNIFORM SHOES

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

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Bates	22141	\$65.56	40	\$2,622.40	2 Weeks

GROUP 3: JACKETS / SWEATSHIRTS / POLO SHIRTS

DUTY JACKET (ALL RANKS)

DICKIES Diamond Quilted Dark Navy-Blue Jacket or evaluated equal.

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

COMMENTS: _____

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
Dickies	6124	\$54.11	50	\$2,705.50	2 Weeks

SWEATSHIRT (ALL RANKS)

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

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

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

COMMENTS: 5.11 Sweatshirt cost: \$57.40, Embroidery charges adds \$20.00.

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
5.11	72535	\$77.40	250	\$19,350.00	2 Weeks

ALTERNATE:

			250		
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GROUP 3: JACKETS / SWEATSHIRTS / POLO SHIRTS (CONT)

POLO SHIRTS (ALL RANKS)

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

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

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

1. Navy blue (699)
2. White (010)
3. Powder Blue

COMMENTS: 5.11 Polo Shirt cost: \$41.00, Embroidery charges adds \$15.00.

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
5.11	41060-724	\$56.00	150	\$8,400.00	2 Weeks
5.11	41060-010	\$56.00	50	\$2,800.00	2 Weeks
5.11	41060-696	\$56.00	10	\$560.00	2 Weeks

BID SUBMITTAL CHECKLIST
24-120
DRESS/WORK UNIFORMS
FOR THE AURORA FIRE DEPARTMENT

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

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

**CITY OF AURORA
INVITATION TO BID
24-120
DRESS/WORK UNIFORMS
FOR THE AURORA FIRE DEPARTMENT**

REFERENCES

(Please Type)
Organization Illinois Department of Natural Resources
Address 505 10th St.
City, State, Zip Pawnee, IL 62558
Phone Number (217) 625-2906
Contact Person Quartermaster Stuart Fraser
Date of Project Uniforms: Current Contract: November 2024-November 2027
Previous Contract: 2023

Organization Illinois State Police
Address 8700 East Lake Shore Drive
City, State, Zip Springfield, IL 62712
Phone Number (217) 786-0310
Contact Person Kaitlin Poe
Date of Project Supplies: Current Contract: November 2024-November 2030
Previous Contract: August 2021- August 2024

Organization Wisconsin Department of Transportation
Address 4822 Madison Yards Way, 9th South Tower
City, State, Zip Madison, WI 53705
Phone Number (608) 212-1280
Contact Person Cassandra Leckwee
Date of Project BDU Cothing: October 2024-October 2028

Bidder's Name: Ray O'Herron Company, Inc./ Michael O'Herron, President
Signature & Date:  11/07/2024

**CITY OF AURORA
INVITATION TO BID
24-120
DRESS/WORK UNIFORMS
FOR THE AURORA FIRE DEPARTMENT**

CONTACT INFORMATION

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

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

To place an order:

Name: Adam Hackleman
Ph: (331) 231-0714 Fax: N/A
E-mail: AdamH@oherron.com

Billing & Invoicing question:

Name: Accounts Receivable
Ph: (800) 223-2097 ext. 140 Fax: N/A
E-mail: billing@oherron.com

Questions:

Name: Adam Hackleman
Ph: (331) 231-0714 Fax: N/A
E-mail: AdamH@oherron.com

Bidder's Name: Ray O'Herron Company, Inc./ Michael O'Herron, President

Signature & Date:  11/07/2024

THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 24-120

FIRE DEPARTMENT DRESS/WORK UNIFORMS

COMPANY NAME: Ray O'Herron Company, Inc.

GROUP 1: WORK UNIFORMS AND RELATED ITEMS

	MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1. Flying Cross "Command Wear", work shirt, short sleeve, navy blue polyester/cotton blend	<u>Fechheimer</u>	<u>85R5886</u>	<u>\$54.08</u>	150	<u>\$8,112.00</u>	<u>2 Weeks</u>
2. Flying Cross "Command Wear", polyester/cotton blend work shirt, long sleeve, navy blue	<u>Fechheimer</u>	<u>35R5886</u>	<u>\$59.82</u>	100	<u>\$5,982.00</u>	<u>2 Weeks</u>
3. Flying Cross work trouser cargo pants, navy blue	<u>Fechheimer</u>	<u>47300-86</u>	<u>\$77.86</u>	450	<u>\$35,037.00</u>	<u>2 Weeks</u>
4. Trouser belt	<u>Boston Leather</u>	<u>6505-1</u>	<u>\$24.59</u>	50	<u>\$1,229.50</u>	<u>2 Weeks</u>

GRAND TOTAL PRICE

\$115,152.80

Page 1

APPENDIX F

THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 24-120

THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 24-120

FIRE DEPARTMENT DRESS/WORK UNIFORMS

COMPANY NAME: Ray O'Herron Company, Inc.

GROUP 2: DRESS UNIFORM AND RELATED ITEMS

ITEM	MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1. Dress shirt, Dacron/polyester, long sleeve, white	<u>Elbeco</u>	<u>Z310N P877</u>	<u>\$46.62</u> <u>\$35.63</u>	50	<u>\$2,331.00</u> <u>\$1,781.50</u>	<u>2 Weeks</u>
2. Dress shirt, Dacron/polyester, short sleeve, white	<u>Elbeco</u>	<u>Z3310N P867</u>	<u>\$42.76</u> <u>\$31.00</u>	50	<u>\$2,138.00</u> <u>\$1,550.00</u>	<u>2 Weeks</u>
3. Dress trousers, polyester, navy blue	<u>Fechheimer</u>	<u>38200-86</u>	<u>\$49.98</u>	70	<u>\$3,498.60</u>	<u>2 Weeks</u>
4. Dress blouse coat, navy blue	<u>Fechheimer</u>	<u>38800-86</u>	<u>\$119.68</u>	50	<u>\$5,984.00</u>	<u>2 Weeks</u>
5. Dress uniform overcoat	<u>Anchor Uniforms</u>	<u>761MT-NB</u>	<u>\$210.73</u>	30	<u>\$6,321.90</u>	<u>2 Weeks</u>
6. Dress cap -- Firefighter style	<u>Midway Cap Company</u>	<u>118</u>	<u>\$48.34</u>	35	<u>\$1,691.90</u>	<u>2 Weeks</u>
7. Dress cap -- Fire Officer style	<u>Midway Cap Company</u>	<u>116</u>	<u>\$45.09</u>	10	<u>\$450.90</u>	<u>2 Weeks</u>
8. Dress cap -- Chief Officer style	<u>Midway Cap Company</u>	<u>117</u>	<u>\$100.03</u>	5	<u>\$500.15</u>	<u>2 Weeks</u>
9. Uniform tie	<u>Samuel Broome</u>	<u>45115</u>	<u>\$13.11</u>	45	<u>\$589.95</u>	<u>2 Weeks</u>
10. Dress uniform belt	<u>Boston Leather</u>	<u>6505-2</u>	<u>\$30.33</u>	50	<u>\$1,516.50</u>	<u>2 Weeks</u>
11. Bates dress uniform shoes	<u>Bates</u>	<u>22141</u>	<u>\$65.56</u>	40	<u>\$2,622.40</u>	<u>2 Weeks</u>

FIRE DEPARTMENT DRESS/WORK UNIFORMS

COMPANY NAME: Ray O'Herron Company, Inc.

GROUP 3: JACKETS/SWEATSHIRTS/POLO SHIRTS

ITEM	MANUFACTURER	STYLE VENDOR #	<u>UNIT PRICE</u>	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1. Duty Jacket	<u>Dickies</u>	<u>6124</u>	<u>\$54.11</u>	50	<u>\$2,705.50</u>	<u>2 Weeks</u>
2. Sweatshirts	<u>5.11</u>	<u>72535-720</u>	<u>\$77.40</u>	250	<u>\$19,350.00</u>	<u>2 Weeks</u>
3. Polo Shirt - Navy	<u>5.11</u>	<u>41060-724</u>	<u>\$56.00</u>	150	<u>\$8,400.00</u>	<u>2 Weeks</u>
4. Polo Shirt - White	<u>5.11</u>	<u>41060-010</u>	<u>\$56.00</u>	50	<u>\$2,800.00</u>	<u>2 Weeks</u>
4. Polo Shirt - Powder Blue	<u>5.11</u>	<u>41606-969</u>	<u>\$56.00</u>	10	<u>\$560.00</u>	<u>2 Weeks</u>

**CITY OF AURORA
BID PROPOSAL FORM
24-120
DRESS/WORK UNIFORMS
FOR AURORA FIRE DEPARTMENT**

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

Summary of Appendix F

2025 TOTAL NET BID PRICE

GROUP 1: Work Uniforms and Related Items

Work shirt polyester/cotton blend Short Sleeve	<u>\$8,112.00</u>
Work shirt polyester/cotton blend Long Sleeve	<u>\$5,982.00</u>
Work trousers Cargo Pants	<u>\$35,037.00</u>
Trouser Belts	<u>\$1,229.50</u>

GROUP 2: Dress Uniforms and Related Items

Dress shirt, Dacron/polyester, long sleeve, white	<u>\$4,112.50</u>
Dress shirt, Dacron, short sleeve, white	<u>\$3,688.00</u>
Dress trousers, polyester, navy blue	<u>\$3,498.60</u>
Dress blouse coat, navy blue	<u>\$5,984.00</u>
Dress uniform overcoat	<u>\$6,321.90</u>
Dress cap -- Firefighter style	<u>\$1,691.90</u>
Dress cap -- Fire Officer style	<u>\$450.90</u>
Dress cap -- Chief Officer style	<u>\$500.15</u>
Uniform tie	<u>\$589.95</u>
Dress uniform belt	<u>\$1,516.50</u>
Bates dress uniform shoes	<u>\$2,622.40</u>

GROUP 3: Jacket / Sweatshirts / Polo Shirts

Duty Jackets	\$2,705.50
Sweatshirts	\$19,350.00
Navy Blue Polo Shirt	\$8,400.00
White Polo Shirt	\$2,800.00
Powder Blue Polo Shirt	\$560.00

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

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

2026 3 % 2027 3 %

In submitting this Offer, the Vendor acknowledges:

- a. All bid documents have been examined: Instructions to Bidder, Specifications and the following addenda:

No.____, No.____, No.____, (Vendor to acknowledge addenda here.)

BID SUBMITTED BY

COMPANY Ray O'Herron Company, Inc.

CITY OF AURORA
BID PROPOSAL FORM
24-120
DRESS/WORK UNIFORMS
FOR AURORA FIRE DEPARTMENT

Delivery

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

Ray O'Herron Company, Inc.

1600 75th St.

Downers Grove, IL 60516

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

Ray O'Herron Company, Inc. does have a local location, but you can also contact the sales

representative, Adam Hackleman, to place order, set up times for measurements, etc.

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

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

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

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

BID SUBMITTED BY

COMPANY Ray O'Herron Company, Inc.

CITY OF AURORA
BID PROPOSAL FORM
24-120
DRESS/WORK UNIFORMS
FOR AURORA FIRE DEPARTMENT

COMPANY Ray O'Herron Company, Inc.

ADDRESS 3549 N. Vermilion St.

CITY, STATE, ZIP Danville, IL 61832

PREPARER'S NAME Michael O'Herron
Please Type

CONTACT PERSON Adam Hackleman
Please Type

EMAIL bids@oherron.com

AUTHORIZED SIGNATURE  Title President

PHONE #(800) 223-2097 FAX #(N/A) DATE 11/07/2024

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this ____ day of ____, 2024 ("Effective Date"), for **Dress/Work Uniforms for the Aurora Fire Department** is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and _____ ("Bidder"), located at _____.

WHEREAS, the City issued an Invitation to Bid 24-120 **Dress/Work Uniforms for the Aurora Fire Department**; and

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

WHEREAS, _____, 2024, 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 24-120

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, 2025, and unless sooner terminated, ending December 31, 2025. This agreement has options for two 1-year extensions subject to mutual consent between the City of Aurora and Bidder.

4. **Compensation.**

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

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

5. **Performance of Services.**

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing service 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

FOR _____


By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Ray O'Herron Company, 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, IL - Local Vendor Preference Application

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

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

Submitted By (Signature): _____

Print Name and Title: _____

Email Address: _____

Sec. 2-410.-Prequalification: local bidder.

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

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

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

Return completed application, with all required backup documentation to:

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

Or email to: PurchasingDL@aurora.il.us

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

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

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

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

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

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

OWNER (Name, legal status and address):

Aurora Fire Department
75 N Broadway
Aurora, IL 60505

BOND AMOUNT:

10% of bid

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

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

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

Uniforms.

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

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

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

Signed and sealed this 13

day of November, 2024

(Witness)

(Witness)

Annette L Mariage

Ray O Herron Co, Inc

(Principal)

(Seal)

(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

Charlene Mornout

(Title)

Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Charlene Mornout, Annie Mariage, Candice A Ingalsbe

of INDIANAPOLIS, IN

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

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

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

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

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

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)
COUNTY OF BUTLER)

SS:
)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 13th day of November, 2024



Ed H



SURETY BOND SEAL ADDENDUM

The Cincinnati Insurance Company and The Cincinnati Casualty Company ("Cincinnati") have authorized its Attorneys-in-Fact to affix Cincinnati's digital corporate seal to any bond executed on behalf of Cincinnati by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Cincinnati by its Attorney-in-Fact, Cincinnati hereby agrees that the digital seal below shall be deemed affixed to said bond to the same extent as if a raised corporate seal was physically affixed to the face of the bond.

Dated this 1st day of January, 2024.

By: Stephen A. Ventre

Stephen A. Ventre

Senior Vice President on behalf of



The Cincinnati Insurance Company



The Cincinnati Casualty Company