



**City of Aurora, Illinois**

**Invitation to Bid 18-63**

**Protective Gear  
For the Aurora Fire Department**

**BID PROPOSALS DUE**

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

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

CITY OF AURORA, ILLINOIS

INVITATION TO BID

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CITY OF LIGHTS

RICHARD C. IRVIN

Mayor

Purchasing Division | Finance Department

Jolene Coulter  
Director of Purchasing

**CITY OF AURORA  
INVITATION TO BID  
18-63  
PROTECTIVE GEAR  
FOR THE AURORA FIRE DEPARTMENT**

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

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

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

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

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

All proposals are to be submitted on the bid proposal form provided entitled: "Bid Proposal Form 18-63 Protective Gear".

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "18-63 Bid for Protective Gear".

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org). Questions will be accepted until 8:00 am, Tuesday, October 23, 2018. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, October 25, 2018. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after October 23, 2018, 2018 8:00 am cut-off date/time.** It is the bidder's responsibility to check the website before submitting their bid.

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

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

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

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

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

CITY OF AURORA

A handwritten signature in black ink that reads "Esther L. Phillips". The signature is written in a cursive style with a vertical line through the middle of the name.

Esther L. Phillips  
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 \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

PLEASE TYPE OR PRINT CLEARLY

TITLE \_\_\_\_\_

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

DATE \_\_\_\_\_

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

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

Subscribed and Sworn to

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

of \_\_\_\_\_, 2018

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

STATE OF ILLINOIS        )  
  )  
County of Kane            )        ss.

BIDDER'S TAX CERTIFICATION

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By \_\_\_\_\_  
(Signature of Bidder's Executing Officer)  
  
\_\_\_\_\_  
(Print name of Bidder's Executing Officer)  
  
\_\_\_\_\_  
(Title)

ATTEST/WITNESS:

By \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

(SEAL)

**CITY OF AURORA, ILLINOIS  
INSTRUCTIONS TO BIDDERS**

**01. REQUIREMENTS OF BIDDER**

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

**02. ACCEPTANCE OF BIDS**

- a. **Bidder must submit three (3) complete, sealed, signed and attested copies of the bid, one (1) of which shall be a complete bound copy and one (1) of which shall be complete, identical, unbound copy of the bid, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. Both copies shall be the forms with the original signatures.**
- b. The City reserves the right to reject any and all Bids or parts thereof and to waive any technicalities and irregularities in the bidding and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the Bid proposals for ninety (90) days from the opening date set forth above. Bidder agrees to accept a notice of award, if selected, based on the terms of this Bid in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Bid at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid.
- c. Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No Bid will be considered unless the Bidder shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to him. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

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

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

## **INSTRUCTIONS TO BIDDERS**

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

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

### **04. WITHDRAWAL OF BIDS**

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

### **05. BID DEPOSIT**

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



## **INSTRUCTIONS TO BIDDERS**

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

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

### **07. CITY'S AGENT**

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

### **08. INVESTIGATION**

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

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

### **09. BIDDER QUALIFICATION**

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

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

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

## **INSTRUCTIONS TO BIDDERS**

- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- **Any bidder who owes the city money may be disqualified at the City's discretion.**

### **10. ALTERNATE BIDS**

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

### **11. BID AWARD**

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

### **12. PRICES**

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

### **13. DISCOUNTS**

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

### **14. TAXES**

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

## **INSTRUCTIONS TO BIDDERS**

### **15. PAYMENTS**

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

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

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

**The successful Bidder shall submit invoices via e-mail to [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org) or to the following address:**

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

### **16. DEFAULT**

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

### **17. CANCELLATION**

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

### **18. SIGNATURES**

Each Bid must be signed by the Bidder with his/her usual signature. Bids by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Bid, its agent must present legal evidence that he has lawful authority to sign said Bid and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Bids by corporations must be executed in 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

## **INSTRUCTIONS TO BIDDERS**

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.

## **INSTRUCTIONS TO BIDDERS**

### **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.

## **INSTRUCTIONS TO BIDDERS**

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

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

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

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

### **30. WORKERS COMPENSATION ACT**

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

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

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by

## **INSTRUCTIONS TO BIDDERS**

him in and about the performance of the Work provided for in the contract, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

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

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

### **32. MINORITY PARTICIPATION**

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

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

O18-070 approved August 28, 2018 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.

### **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.

## INSTRUCTIONS TO BIDDERS

### 35. GUARANTEES AND WARRANTIES

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

### 36. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to the Director of Purchasing, in writing at [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org). Questions will be accepted until 8:00 am, Tuesday, October 23, 2018. Questions will be answered via addendum and posted to the City's website at <https://www.aurora-il.org/bids.aspx> by 12:00 pm, Thursday, October 25, 2018. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after October 23, 2018, 2018 8:00 am cut-off date/time.**

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



**CITY OF AURORA  
SPECIFICATIONS FOR  
18-63 PROTECTIVE GEAR  
FOR THE AURORA FIRE DEPARTMENT**

**GENERAL**

The City of Aurora is soliciting bids for Firefighters' protective clothing (coats and pants) for the Aurora Fire Department covering the 2019 fiscal year (January 1, 2019 through December 31, 2019). Bids are also being solicited for general protective clothing items and other miscellaneous replacement items.

**SECTION 1.0 – SCOPE**

These specifications are for the purchase of Protective Clothing for Fire Fighting Operations for the Aurora Fire Department.

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

**SECTION 2.0 – PRICING**

Bid sheets include the following information:

Item #:	The Aurora Fire Department tracking number.
Description:	A brief description of the specified item.
Manufacturer:	The maker of the item.
Vendor Product #:	The vendor's catalog/inventory/I.D. number for the item.
Unit Price:	The price per unit of the specified item, <u>INCLUDING SHIPPING.</u>
Estimated Units:	The anticipated quantity of the item that will be purchased in fiscal year 2019.
Total Price:	The total cost (Unit Price X Estimated Units) of the specified item, <u>INCLUDING SHIPPING.</u>
Delivery:	Estimated delivery time.

### **SECTION 3.0 – EVALUATED EQUALS**

Vendors desiring to bid an alternative product to those specified are to submit one (1) sample of each item on which they will be offering a price quote. Evaluation will be conducted by a committee of firefighters and Fire Department staff personnel. For comparison purposes, the bunker coat shall be chest size 46, sleeve length 29, and bunker pants will be waist size 36, inseam 30. Fire boots shall be men's size 10.5.

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

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

Included with each sample shall be information concerning technical specifications, brochures and other information describing features of the sample item.

**Vendors will 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. Samples of alternative products shall be provided as outlined in 3.0 above.

Without exception, all items shall meet the requirements of the current edition of NFPA #1971, Protective Clothing for Fire Fighting Operations, including standards dealing with blood borne pathogen protection.

### **SECTION 5.0 – WARRANTY AND REPAIR SERVICE**

Vendors shall describe in detail any and all warranties and shall describe how warranty repairs will be provided. Since maintaining a high level of protection for firefighters is a high priority for the Aurora Fire Department, all repairs shall be completed expeditiously. There shall be no additional charges to the City of Aurora or the Aurora Fire Department for the cleaning of fire gear before warranty repairs can be completed.

### **SECTION 6.0 – AWARD OF BID**

The items detailed are also considered original issue to new personnel and routine replacement items throughout the fiscal year. No minimum order is guaranteed.

**Vendors may choose to submit a bid on all items or on selected items only.**

Items will be awarded separately to the lowest responsible bidder for each item, with the exception of Items #1 and #2, which make up an integrated firefighting ensemble, and will be awarded as a single unit.

The criteria used for evaluating proposals received will be:

1. Design, comfort, quality of workmanship and adherence to specifications.
2. Price.
3. Ability to deliver items within specified time.
4. Number of items the vendor is able to supply.

### **SECTION 7.0 – PURCHASE ORDER**

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

### **SECTION 8.0 – DELIVERY**

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 thru #4: within two (2) weeks after receipt of order.

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.

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

Payment will be made within forty-five (45) days of submission of approved invoice.

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

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

**DETAILED TECHNICAL SPECIFICATIONS  
FOR BID 18-63  
STRUCTURAL FIREFIGHTER CLOTHING**

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## **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: \_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_

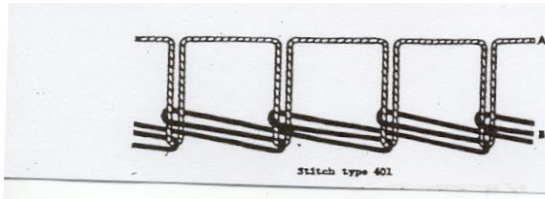
Comments: \_\_\_\_\_  
\_\_\_\_\_



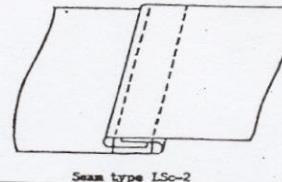
**STITCH METHODS**

**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 (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, 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.

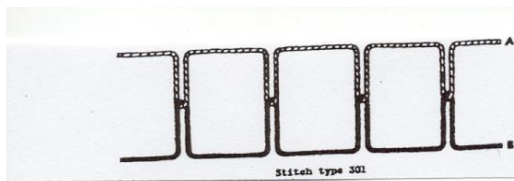
Does your bid comply with all aspects of this section?

For Shell:	Yes _____	No _____
For Moisture Barrier	Yes _____	No _____
For Thermal Lining	Yes _____	No _____

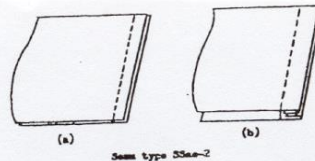
Comments: \_\_\_\_\_  
 \_\_\_\_\_

**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 (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.



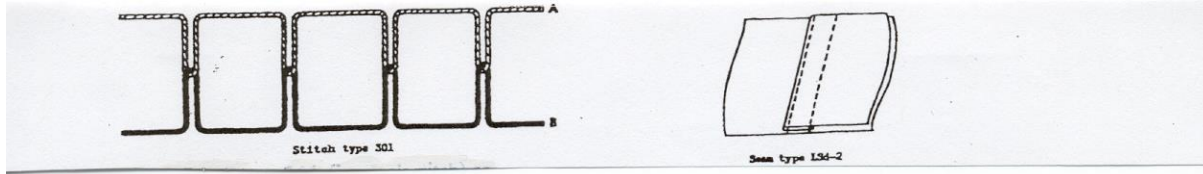
Seam type Ssae-2 (shown before and after required turning) shall be used for all Minor Seaming (diagram above drawn from Fed. Std. 751a).

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

Comments: \_\_\_\_\_  
 \_\_\_\_\_

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.

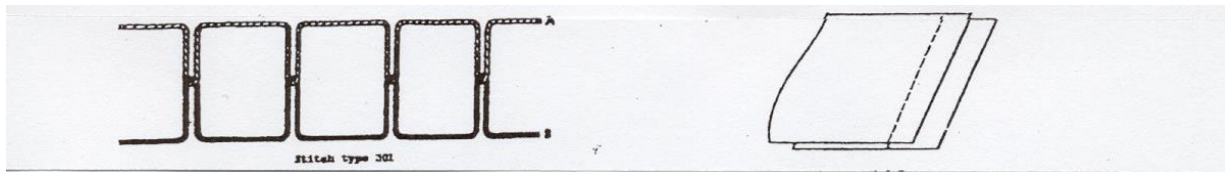
NOTE: Interior pocketing should feature same construction details but reinforced single stitch line (seam type Lsd-1) may be substituted.

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

Comments: \_\_\_\_\_  
\_\_\_\_\_

Trim And Warning Labels

Trim stitching shall be detailed below:



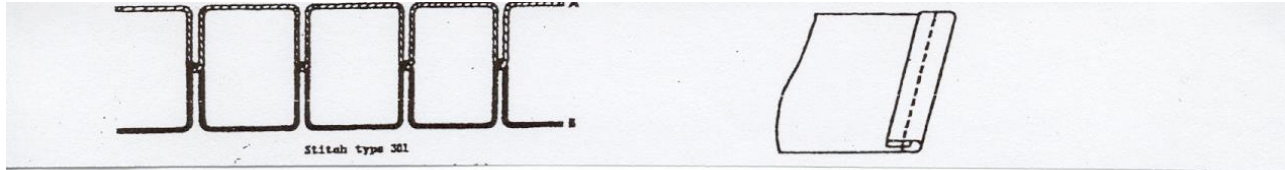
Stitch type 301 (i.e., lock stitch) as defined by Fed. Std. No. 751a (diagram above also drawn from that source) to be used for all Trim.

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_

**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

Testing

FED-STD-751

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: \_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_  
 \_\_\_\_\_

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: \_\_\_\_\_  
 \_\_\_\_\_

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: \_\_\_\_\_  
 \_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_



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: \_\_\_\_\_  
\_\_\_\_\_

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 ½” 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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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

LAST NAME of firefighter on tail of coat in 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: \_\_\_\_\_

\_\_\_\_\_

MANUFACTURER	VENDOR PRODUCT #	UNIT PRICE	ESTIMATED UNITS	TOTAL PRICE INCL SHIPPING	ESTIMATED DELIVERY TIME
			50		

OPTIONAL

1. Hand warmer Dirkal pockets

Comments: \_\_\_\_\_

\_\_\_\_\_

MANUFACTURER	VENDOR PRODUCT #	UNIT PRICE	ESTIMATED UNITS	TOTAL PRICE INCL SHIPPING	ESTIMATED DELIVERY TIME
1.			50		

**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: \_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

MANUFACTURER	VENDOR PRODUCT #	UNIT PRICE	ESTIMATED UNITS	TOTAL PRICE INCL SHIPPING	ESTIMATED DELIVERY TIME
			50		

**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.			50		

**SPEC COMPLIANCE PERCENTAGE CALCULATIONS**

Total Number Of Yes Answers \_\_\_\_\_  
 Total Number Of No Answers \_\_\_\_\_  
 Total Answers \_\_\_\_\_  
 % Spec Compliance (Total Yes Answers ÷ Total Answers) \_\_\_\_\_

**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 SHADOW 14” 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
			40 pr		



**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
			25		

**BID SUBMITTAL CHECKLIST**  
**18-63**  
**PROTECTIVE GEAR**  
**FOR THE AURORA FIRE DEPARTMENT**

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

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

**CITY OF AURORA  
INVITATION TO BID  
18-63  
PROTECTIVE GEAR  
FOR THE AURORA FIRE DEPARTMENT**

**REFERENCES**

**(Please Type)**

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

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

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

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

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

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

Date of Project \_\_\_\_\_

\*\*\*\*\*

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

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

**CITY OF AURORA  
INVITATION TO BID  
18-63  
PROTECTIVE GEAR  
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: \_\_\_\_\_

To place an order:

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

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Billing & Invoicing question:

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

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Questions:

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

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

**THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 18-63**

**FIRE DEPARTMENT PROTECTIVE GEAR**

**COMPANY NAME:** \_\_\_\_\_

<b>ITEM</b>	<b>MANUFACTURER</b>	<b>VENDOR PRODUCT #</b>	<b>UNIT PRICE</b>	<b>ESTIMATED UNITS</b>	<b>TOTAL PRICE INCL. SHIPPING</b>	<b>ESTIMATED DELIVERY TIME</b>
1. Bunker Coat: Morning Pride "Tails", or evaluated equal	_____	_____	_____	50	_____	_____
2. Bunker Pants: Morning Pride (compatible with "Tails" coat), or evaluated equal	_____	_____	_____	50	_____	_____
3. Fire Boots: Globe 14" structural fire boot, pull-on, or evaluated equal	_____	_____	_____	40 pr	_____	_____
4. Fire Helmet: Morning Pride Ben 2 Plus Traditional, or evaluated equal	_____	_____	_____	25	_____	_____

**CITY OF AURORA  
 BID PROPOSAL FORM  
 18-63  
 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.

<u>Summary of Page 1 Appendix E</u>	<u>2019 TOTAL NET BID PRICE</u>
1. Bunker Coat: Morning Pride "Tails", or evaluated equal	_____
2. Bunker Pants: Morning Pride (compatible with "Tails" coat), or evaluated equal	_____
3. Fire Boots, Globe Shadow 14" fire boot, pull-on, or evaluated equal	_____
4. Fire Helmet: Morning Pride Ben 2 Plus Low Ride, or evaluated equal	_____

Discount Percentage if Awarded All Items: \_\_\_\_\_ %

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

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

2020 \_\_\_\_\_ %

2021 \_\_\_\_\_ %

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 \_\_\_\_\_

CITY OF AURORA  
BID PROPOSAL FORM  
18-63  
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 \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

PREPARER'S NAME \_\_\_\_\_  
Please Type

CONTACT PERSON \_\_\_\_\_  
Please Type

EMAIL \_\_\_\_\_

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

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

## CITY OF AURORA AGREEMENT

**THIS AGREEMENT**, entered on this \_\_\_ day of \_\_\_, 2018 (“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 \_\_\_\_\_ (“Bidder”), located at \_\_\_\_\_.

**WHEREAS**, the City issued an Invitation to Bid 18-63 **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**, \_\_\_\_\_, 2018, the City’s awarded a contract to Bidder.

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

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

### **Invitation to Bid 18-63**

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, 2019, and unless sooner terminated, ending December 31, 2019. This agreement has options for two 1-year extensions subject to mutual consent between the City of Aurora and Bidder.

4. **Compensation.**

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



**b. Schedule of Payment.** The City shall pay the Contractor for the Services in accordance with the amounts set forth in Exhibit 2. The Contractor shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within 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) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

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

## **6. Termination.**

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

**7. Miscellaneous Provisions.**

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

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

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

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

**FOR CITY OF AURORA**

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

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME \_\_\_\_\_

(SEAL)

By \_\_\_\_\_  
President – Contractor

ATTEST:

\_\_\_\_\_  
Secretary

(If a Co-Partnership)

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

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

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

## **APPENDIX I**

### **LOCAL PREFERENCE APPLICATION**



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

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, approved August 28, 2018.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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