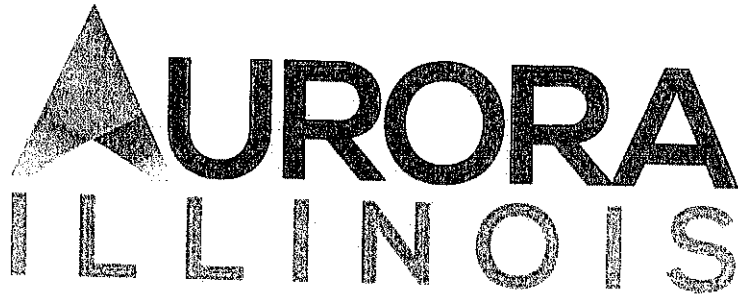


CITY OF AURORA, ILLINOIS

INVITATION TO BID

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**CITY OF LIGHTS**

**City of Aurora, Illinois**

**Invitation to Bid 15-53**

**Dress/Work Uniforms  
For the Aurora Fire Department**

**BID PROPOSALS DUE**

**Wednesday, October 7, 2015  
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 LIGHTS

THOMAS J. WEISNER  
Mayor

Purchasing Division | Finance Department

Esther L. Phillips  
Director of Purchasing

**CITY OF AURORA  
INVITATION TO BID  
15-53  
DRESS/WORK UNIFORMS  
FOR THE AURORA FIRE DEPARTMENT**

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

Sealed Bid proposals will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507-2067 until **2:00 p.m., Wednesday, October 7, 2015** 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 15-53 Dress/Work Uniforms".

Each bid must be placed in an envelope, sealed, and clearly marked on the outside: "15-53 Bid for Dress/Work Uniforms".

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed to Mrs. Esther Phillips, Director of Purchasing, in writing at [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org). Questions will be accepted until 5:00 pm, Monday, September 28, 2015. Questions will be answered via addendum and posted to the City's website at [www.aurora-il.org/Finance/Purchasing/bid\\_invitation](http://www.aurora-il.org/Finance/Purchasing/bid_invitation) by 12:00 pm, Thursday, October 1, 2015. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after September 28, 2015 5:00 pm cut-off date/time.**

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

**44 E. Downer Place | Aurora, IL 60507-2067  
630-256-3550 Office | 630-256-3559 Fax**

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.

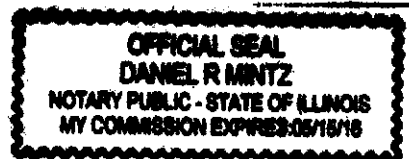
COMPANY NAME JOHNSON'S INC. (JOHNSON MAINTENANCE)  
 ADDRESS 65 E. DOWNER PLACE  
 CITY/STATE/ZIP CODE AURORA, IL 60505  
 NAME OF CORPORATE/COMPANY OFFICIAL JOHNSON INC.  
PLEASE TYPE OR PRINT CLEARLY

TITLE PRESIDENT

AUTHORIZED OFFICIAL SIGNATURE [Signature]

DATE 9/24/15  
 TELEPHONE (630) 897-6929  
 FAX No. (630) 897 6933

Subscribed and Sworn to  
 Before me this 24 day  
 of Sept., 2015  
[Signature]  
 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 24 day of Sept. 2015, 2015.

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

John Galler PRESIDENT  
(Print name of Bidder's Executing Officer)

JOHN GALLER PRESIDENT  
(Title)

ATTEST/WITNESS: Isabel Junas  
By Isabel Junas  
Title Manager

Subscribed and sworn to before me this  
24 day of Sept., 2015.  
Daniel Mintz  
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**

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

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

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

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

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

### **08. INVESTIGATION**

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

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

### **09. BIDDER QUALIFICATION**

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

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

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

## **INSTRUCTIONS TO BIDDERS**

### **14. TAXES**

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

### **15. PAYMENTS**

The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract, within forty-five (45) days of the receipt of the invoice.

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

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

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

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

### **16. DEFAULT**

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

### **17. CANCELLATION**

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

### **18. SIGNATURES**

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

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



## **INSTRUCTIONS TO BIDDERS**

these investigations. The City of Aurora in its complete discretion may disqualify any Bidder, including low Bidder, and may void any contract previously entered into based on its background investigation.

### **25. DATA**

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

### **26. SEQUENCE**

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

### **27. COMPLIANCE WITH LAWS AND REGULATIONS**

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

### **28. PATENTED DEVICES, MATERIALS, AND PROCESSES**

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

### **29. INSURANCE AND HOLD HARMLESS PROVISION**

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written

## **INSTRUCTIONS TO BIDDERS**

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

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

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

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

### **32. MINORITY PARTICIPATION**

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

### **33. 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Volkman Insurance Agency 161 S. Lincolnway, Suite 206 North Aurora, IL 60542	<b>CONTACT NAME:</b> Jeff Volkman <b>PHONE (A/C, No, Ext):</b> 630-897-8824 <b>E-MAIL ADDRESS:</b> jvolkmanins@gmail.com	<b>FAX (A/C, No):</b> 630-897-1550
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Johno's Inc. 65 E. Downer Place  Aurora IL 60505	<b>INSURER A:</b> Utica National Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	XX		02-BO-754235-5	12/04/15	12/04/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			No Coverage Provided			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	XX	XX	UMB-00-10-18-02	12/04/15	12/04/16	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	01-WC-855756-6	12/04/15	12/04/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Only per a written contract will the following be afforded additional insured coverage for general liability which includes primary & non-contributory additional insured coverage:  
 City of Aurora, 44 E. Downer Place, Aurora, IL 60505

**CERTIFICATE HOLDER**

City of Aurora  
 Purchasing Department  
 44 E. Downer Place  
 Aurora, IL 60505

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY OF AURORA  
SPECIFICATIONS FOR  
15-53 DRESS/WORK UNIFORMS  
FOR THE AURORA FIRE DEPARTMENT**

**GENERAL**

The City of Aurora is soliciting bids for dress/work uniforms for the Aurora Fire Department covering the 2016 fiscal year (January 1, 2016 through December 31, 2016).

**SECTION 1.0 – SCOPE**

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

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

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

This contract shall cover the City of Aurora's 2016 fiscal year (January 1, 2016 through December 31, 2016). **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 2016 fiscal year or any subsequent renewal year.

**SECTION 2.0 – PRICING**

Bid sheets include the following information:

Item:	A short description of the item
Manufacturer:	The maker of the item.
Style:	The vendor/manufacturer style name/number or catalog ID number for identification purposes.
Unit Price:	The price per unit of the specified item, <u>INCLUDING SHIPPING</u> .
Annual Estimate:	The anticipated quantity of the item that will be purchased in fiscal year 2016.
Total Price:	The total cost (Unit Price X Annual Estimate) of the specified item, <u>INCLUDING SHIPPING</u> .
Delivery:	Estimated delivery time.

## **SECTION 6.0 – AWARD OF BID**

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

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

The criteria for evaluation proposals received will be:

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

## **SECTION 7.0 – PURCHASE ORDER**

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

## **SECTION 8.0 – DELIVERY**

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

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

Aurora Fire Department  
75 N. Broadway  
Aurora, IL 60505

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

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

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

**DETAILED SPECIFICATIONS  
FOR BID 15-53  
DRESS/WORK UNIFORM DESCRIPTIONS**

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**UNIFORM DESCRIPTIONS**

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

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

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

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

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

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

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

COMMENTS: TOUGH MATERIAL Present COMMISSARY

3798.00

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
FECH.	85R 5886	39.98	100SS	<del>500</del> 3798	Stock
FECH.	35R 5886	39.98	30LS	<del>3998</del>	Stock

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

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

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

Bid price to include hemming.

COMMENTS: MATCHING ABOVE

THIS TRS. HAS EVERYTHING INCLUDING  
A ONE INCH LET OUT IN WAIST

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
FECH.	47400	39.98	200	7996.00	Stock

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

DRESS SHIRT (CHIEF OFFICERS, FIRE OFFICERS & FIREFIGHTERS)

Dress shirt, dacron/polyester or polyester/cotton blend

1. Elbeco Textrop, or evaluated equal. - ALL POLY
2. Elbeco Paragon Plus, or evaluated equal. - BLENA

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

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

Color: White

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

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

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

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1. FECH.	85 R 100 7800 JS	31.98	30	959.40	STOCK
1. FECH	85 R 100 5400 JS	29.98	30	899.40	STOCK
2. FECH.	35 L 100 7800 L.S	34.98	30	1049.40	STOCK
2. FECH.	35 W BLENA 5400 JS	32.98	30	989.40	STOCK



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

DRESS TROUSERS (CHIEF OFFICERS, FIRE OFFICERS & FIREFIGHTERS)

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

Bid price to include hemming.

COMMENTS: MATCH FOR DRESS BLOUSE  
WILL ALSO CHANGE BUTTONS

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
FECH	38200	34.98	50	1750.00	STOCK

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

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

Color: Navy blue.

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

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

COMMENTS: OF ALL MFG. HAS NO PEEF  
PERFECT MATCH FOR DRESS TRS. 38800

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
FECH.	38800	120.00	5	600.00	15 DAYS or less

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

DRESS UNIFORM OVERCOAT

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

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

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

Color: Navy Blue

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

COMMENTS: THIS CO. ANCHOR KING OF THE TRENCH COATS

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
ANCHOR	761LT	135.00	13	1755.00	15 DAYS

ALTERNATE:

			13		
--	--	--	----	--	--

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

DRESS CAP – FIREFIGHTER STYLE

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

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

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
MIDWAY	118	35.00	10	350.00	60 DAYS

DRESS CAP – FIRE OFFICER STYLE

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

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

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
MIDWAY	116	35.00	10	350.00	60 DAYS

DRESS CAP – CHIEF OFFICER STYLE

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

COMMENTS: ~~NO BIDD~~ \_\_\_\_\_  
 \_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
MIDWAY	SPECIAL STYLE	??	5	???	?

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

TROUSER BELT (ALL RANKS)

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

COMMENTS: HELIX ~~HELIX~~ 1 3/4"  
TOP GRAIN LTHK. EVEN P.O. APPROVED  
GARRISON STYLE REMOVABLE BUCKLE FOR UNIFORM

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
MISC	1 3/4"	10.00	30	300.00	STOCK

UNIFORM TIE - CLIP ON STYLE (ALL RANKS)

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

COMMENTS: BLACK - BLEND 20" OR 22" - LONG

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
MISC	HWC	5.00	20	100.00	STOCK

GROUP 2: JACKETS / SWEATSHIRTS

WINTER JACKET (ALL RANKS)

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

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

COMMENTS: EIX 911 TECH 31 JACKET @ 51 FLEECE  
LINER NAVY 8/2 @ STRIPING IN SILVER

PRICE INCLUDES ALL OVERSIZES & STRIPING

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
GERBER		349.00	25	8725.00	<del>30</del> 30 days ???

ALL-SEASON DUTY JACKET (CHIEF OFFICERS & CAPTAINS)

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

With: Zip-out full-sleeve Thinsulate liner.

Color: Navy blue.

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

COMMENTS: NO ONE WANTS TO SPEND THE ABOVE -

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
ANCHOR	01217	80.00	5	400.00	15 DAYS

GROUP 2: JACKETS / SWEATSHIRTS (cont.)

SWEATSHIRT (ALL RANKS)

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

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

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

COMMENTS: INCLUDES TALLS OF COURSE OVER SIZES  
AND ALL PROPER EMBROIDERY - WHAT AFA USES  
NOW

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
511	JOB. DENIM	<del>57.00</del> 57.00	150	9800.00	STOCK.

ALTERNATE:

			150		
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GROUP 3: UNIFORM SHOES

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

COMMENTS: THORGOOD HAS A CHEAPER # IN THIS  
WHICH I COULD SELL FOR \$39.98 DO NOT RECOMMEND

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
THORGOOD	831 6027	81.00	20	1,620.00	STOCK

GROUP 4: POLO SHIRTS

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

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

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

- 1. Navy blue (699)
  - 2. Heather gray (016)
  - 3. White (010)
  - 4. Powder Blue
- } ALL COLORS  
} SAME PRICE

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

\_\_\_\_\_

MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
511	699	39.98	300	11,994.00	STOCK
511	016	39.98	50	1999.00	STOCK
511	010	39.98	50	1999.00	STOCK
511	<del>010</del> BLUE	39.98	5	199.90	STOCK.

**BID SUBMITTAL CHECKLIST**  
**15-53**  
**DRESS/WORK UNIFORMS**  
**FOR THE AURORA FIRE DEPARTMENT**

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

- \_\_\_\_\_ Bid Bond or Cashier's Check
- \_\_\_\_\_ Bid Proposal Form (Appendix F)
- \_\_\_\_\_ Detailed Technical Specifications (Appendix B)
- \_\_\_\_\_ Group Description/Pricing (Appendix E)
- \_\_\_\_\_ Bidder's Certification (Page 1)
- \_\_\_\_\_ Bidder's Tax Certification (Page 2)
- \_\_\_\_\_ References (Appendix D)
- \_\_\_\_\_ Agreement (Appendix G)
- \_\_\_\_\_ Vendor Application Packet (Appendix H)



CITY OF AURORA  
INVITATION TO BID  
15-53  
DRESS/WORK UNIFORMS  
FOR THE AURORA FIRE DEPARTMENT

REFERENCES

(Please Type)  
Organization THOROGOOD Shoes (Weld Breeder)  
Address GLENN REPPA 1085 POLK STREET  
City, State, Zip MERRILL, WIS. 54452  
Phone Number 1-800-437-2372  
Contact Person GLENN REPPA  
Date of Project \_\_\_\_\_

Organization \*\*\*\*\*  
WILSON SPORTING GOODS  
Address CAROL FREEMAN, IL.  
City, State, Zip P.O. BOX 3125 60172  
Phone Number 1-800 245 5454  
Contact Person KELLY SMITH  
Date of Project \_\_\_\_\_

Organization \*\*\*\*\*  
FOX VALLEY MARINE CORPS  
Address 610 THORSEN LANE  
City, State, Zip BATAVIA, IL. 60510  
Phone Number ROBERT BROCKMAN  
Contact Person 630 279-3505  
Date of Project \_\_\_\_\_

Contractor's Name: \*\*\*\*\*  
John's Johns  
Signature & Date: John's Johns 9-29-15

FIRE DEPARTMENT DRESS/WORK UNIFORMS

COMPANY NAME: JOHNSON'S MAIN SURPLUS

GROUP 1: WORK/DRESS UNIFORMS, RELATED ITEMS

	MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1. Flying Cross "Command Wear", work shirt, short sleeve, navy blue	<u>FECH.</u>	<u>85R5886</u>	<u>37.98</u>	100	<u>3798.00</u>	<u>STOCK</u>
2. Flying Cross "Command Wear", work shirt, long sleeve, navy blue	<u>FECH.</u>	<u>35R5886</u>	<u>39.98</u>	30	<u>1199.40</u>	<u>STOCK</u>
3. Flying Cross "Command Wear", work trouser, navy blue	<u>FECH.</u>	<u>47900</u>	<u>39.98</u>	200	<u>7996.00</u>	<u>STOCK</u>
4. Dress shirt, Dacron/polyester, short sleeve, white	<u>FECH.</u>	<u>85R7800</u>	<u>31.98</u>	30	<u>959.40</u>	<u>STOCK</u>
5. Dress shirt, Dacron/polyester, long sleeve, white	<u>FECH.</u>	<u>35W5800</u>	<u>34.98</u>	30	<u>1049.40</u>	<u>STOCK</u>
6. Dress shirt, polyester/cotton blend, short sleeve, white	<u>FECH.</u>	<u>85R5400</u>	<u>29.98</u>	30	<u>899.40</u>	<u>STOCK</u>
7. Dress shirt, polyester/cotton blend, long sleeve, white	<u>FECH.</u>	<u>35W5400</u>	<u>32.98</u>	30	<u>989.40</u>	<u>STOCK</u>
8. Dress trousers, polyester, navy blue	<u>FECH.</u>	<u>38200</u>	<u>34.98</u>	50	<u>1749.00</u>	<u>STOCK</u>
9. Dress blouse coat, navy blue	<u>FECH.</u>	<u>38800</u>	<u>120.00</u>	5	<u>600.00</u>	<u>15 days or less</u>
10. Dress uniform overcoat	<u>ANCHOR</u>	<u>761LT</u>	<u>135.00</u>	13	<u>1755.00</u>	<u>15 days</u>
11. Dress cap -- Firefighter style	<u>MIDWAY</u>	<u>118</u>	<u>35.00</u>	10	<u>350.00</u>	<u>60 days</u>
12. Dress cap -- Fire Officer style	<u>MIDWAY</u>	<u>116</u>	<u>35.00</u>	10	<u>350.00</u>	<u>60 days</u>
13. Dress cap -- Chief Officer style	<u>MIDWAY</u>	<u>Special</u>	<u>??</u>	5	<u>???</u>	<u>?</u>
14. Trouser belt	<u>MISC.</u>	<u>Style 3/4"</u>	<u>10.00</u>	30	<u>300.00</u>	<u>STOCK</u>
15. Uniform tie	<u>MISC.</u>	<u>HWC</u>	<u>5.00</u>	20	<u>100.00</u>	<u>STOCK</u>
GRAND TOTAL PRICE					<u>22,095.00</u>	

THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 15-53

FIRE DEPARTMENT DRESS/WORK UNIFORMS

COMPANY NAME: JOHNSON'S MAIN SARPIUS

GROUP 2: JACKETS / SWEATSHIRTS

ITEM	MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1. Gerber jacket				25		
2. Flying Cross Spectrum Jacket	<u>ANCHOR</u>	<u>01217</u>	<u>80.00</u>	5	<u>400.00</u>	<u>15 DAYS</u>
3. Sweatshirt, navy blue, long sleeve	<u>511</u>	<u>SOB DENIM COLLAR</u>	<u>52.00</u>	150	<u>7800.00</u>	<u>STOCK</u>

THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 15-53

FIRE DEPARTMENT DRESS/WORK UNIFORMS

COMPANY NAME: SCHNOS MAINT SERVICES

GROUP 3: UNIFORM SHOES

ITEM	MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1. Bates Oxford High Gloss	<u>THOROGOOD</u>	<u>8216027</u>	<u>81.00</u>	20	<u>1620.00</u>	<u>STOCK</u>

THIS FORM TO BE COMPLETED AND SUBMITTED WITH BID 15-53

FIRE DEPARTMENT DRESS/WORK UNIFORMS

COMPANY NAME: DAVIDSON'S NAVY SHIRTS

GROUP 4: POLO SHIRTS

ITEM	MANUFACTURER	STYLE VENDOR #	UNIT PRICE	ANNUAL ESTIMATE	TOTAL PRICE DELIVERED	ESTIMATED DELIVERY TIME
1. Navy	511	699	39.98	300	11,994.00	STOCK
2. Heather Gray	511	016	39.98	50	1,999.00	STOCK
3. White	511	010	39.98	50	1,999.00	STOCK
4. Powder Blue	511	POWDER BLUE	39.98	5	199.90	STOCK

**CITY OF AURORA  
 BID PROPOSAL FORM  
 15-53  
 DRESS/WORK UNIFORMS  
 FOR AURORA FIRE DEPARTMENT**

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

Summary of Appendix E

	<u>2016 TOTAL NET BID PRICE</u>
GROUP 1: Work/Dress Uniforms, Related Items	22,095.00
Alternate 1A:	
Alternate 2A:	
Alternate 3A:	
GROUP 2: Jackets/Sweatshirts	
Gerber Jacket	8725.00 (25)
Flying Cross Spectrum Jacket	400.00 (5)
Sweatshirt, Navy Blue, Long Sleeve	7800.00 (150)
GROUP 3: Uniform Shoes	
Bates Oxford Style High Gloss	1620.00 (20)
GROUP 4: Polo Shirts	
Navy Blue Polo Shirt	11,994.00 (300)
Heather Gray Polo Shirt	1999.00 (50)
White Polo Shirt	1999.00 (50)
Powder Blue Polo Shirt	199.90 (5)

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

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

2017 5% %                      2018 5% %

BID SUBMITTED BY

COMPANY \_\_\_\_\_

CITY OF AURORA  
BID PROPOSAL FORM  
15-53  
DRESS/WORK UNIFORMS  
FOR AURORA FIRE DEPARTMENT

Delivery

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

JOHNO'S MAIN SURPLUS  
65 E. DOWNER PLACE  
AURORA, IL 60505

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

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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 JOHNO'S MAIN SURPLUS

## CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this 29 day of Sept, 2015 ("Effective Date"), for Dress/Work Uniforms for the Aurora Fire Department is entered into between the CITY OF AURORA ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and JOHNOS MAW SURUS ("Bidder"), located at 6 SE. DOWNER  
AURORA, IL 60505.

WHEREAS, the City issued an Invitation to Bid 15-53 Dress/Work Uniforms for the Aurora Fire Department; and

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

WHEREAS, 9/29/, 2015, the City's awarded a contract to Bidder.

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

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

### Invitation to Bid 15-53

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

2. **Scope of Services.** Bidder shall perform the Services listed in the Scope of Services, attached hereto as Exhibit I.

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

4. **Compensation.**

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



b. **Schedule of Payment.** The City shall pay the Contractor for the Services in accordance with the amounts set forth in Exhibit 2. The Contractor shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Contractor of the percentage of completion of the Services through the date of the invoice, where applicable.

5. **Performance of Services.**

**Standard of Performance.** Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) 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 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: JOHN GALLES

ATTEST:

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

FOR JOHN GALLES

By \_\_\_\_\_

(If a Corporation) CORPORATE NAME JOHNOS INC

(SEAL)

By JOHN GALLER  
President - Contractor

ATTEST:

[Signature]  
Secretary

(If a Co-Partnership)

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

(If an Individual)

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



To all to whom these Presents Shall Come, Greeting:

Whereas, ARTICLES OF INCORPORATION, DULY SIGNED AND VERIFIED OF JOHN'S, INC. INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 13, A.D. 1933.

Now Therefore, I, Jim Edgar, Secretary of State of the State of Illinois by virtue of the powers vested in me by law, do hereby issue this certificate and attach thereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, Thereto set my hand and cause to be affixed the Great Seal of the State of Illinois

Done at the City of Springfield this 1st

day of DECEMBER AD. 1933 and

of the Independence of 1776

the two hundred and



Jim Edgar  
SECRETARY OF STATE

## **APPENDIX H**

### **VENDOR APPLICATION PACKET**



# City of Aurora

44 E. Downer Place • Aurora, Illinois 60507-2067 • 630-256-4636

Dear Vendor:

Thank you for your interest in doing business with the City of Aurora. Each year, the City buys a variety of products ranging from office supplies to equipment to a wide range of professional and technical services. These purchases are accomplished through the Purchasing Division of the City's Finance Department.

Vendors who wish to do business with the City of Aurora must first take steps to become aware of the materials, supplies, equipment or services sought by the City. Vendors should also register to receive notice of the City's procurement needs. To ensure you receive notice of the procurement activities most appropriate to you, please complete the enclosed Forms. Please be sure to provide a description of the products you offer on the Vendor Application form where indicated. The City sends copies of bid specifications to vendors registered for the specific products and services. We also advertise bids on our website at [www.aurora-il.org/finance/purchasing/bid\\_invitation](http://www.aurora-il.org/finance/purchasing/bid_invitation) and in our local newspaper, the *Aurora Beacon News*. Most non-construction bid packages can be downloaded from the City's website.

The City of Aurora encourages the participation of businesses owned by minorities, women, and disabled persons (MWDP) in the City's procurement process as well as self-declared vendors. If you have obtained certification by one of the following programs and agencies, please provide a current certification certificate with your Vendor Application Form.

1. Illinois Unified Certification Program
2. Illinois Department of Central Management Services (CMS) Business Enterprise Program
3. Illinois Department of Transportation
4. Women's Business Development Center

For more information concerning the aforementioned certification programs, please contact one of the individuals on the enclosed list.

If you have questions on how to become a vendor of the City, please call or write:

City of Aurora  
Purchasing Division of the Finance Department  
44 E. Downer Place  
Aurora, Illinois 60505  
630-256-3550

We look forward to doing business with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Weisner".

Thomas J. Weisner  
Mayor

Enclosures

**City of Aurora**  
List of Minorities, Women,  
and Disabled Persons Certifications  
Recognized by the City of Aurora

1. Illinois Unified Certification Program Participants

Illinois Department of Transportation  
2300 S. Dirksen Parkway  
Springfield, Illinois 62764  
217/780-5490  
[www.dot.state.il.us](http://www.dot.state.il.us)

Metra  
547 W. Jackson Blvd, 5<sup>th</sup> Floor West  
Chicago, Illinois 60661  
312/322-6323  
[www.metradbe@metrarr.com](mailto:www.metradbe@metrarr.com)

City of Chicago  
121 N. LaSalle St., Lower Level  
Chicago, Illinois 60602  
312/744-0835  
[www.cityofchicago.com](http://www.cityofchicago.com)

Chicago Transit Authority (CTA)  
567 W. Lake Street  
Chicago, Illinois 60661  
312/664-7200, ext. 12626  
[www.transitchicago.com](http://www.transitchicago.com)

Pace  
550 W. Algonquin Road  
Arlington Heights, Illinois 60005  
847/228-2439  
[www.pacebus.com](http://www.pacebus.com)

2. Illinois Department of Central Management Services Business Enterprise Program

Illinois Department of Central Management Services  
Business Enterprise Program  
100 West Randolph  
Suite 4-400  
Chicago, Illinois 60601  
(312) 814-4190  
[www.BEP.CMS@illinois.gov](mailto:www.BEP.CMS@illinois.gov)

3. Illinois Department of Transportation

Illinois Department of Transportation  
2300 S. Dirksen Parkway  
Springfield, IL 62764  
217/780-5490  
[www.dot.state.il.us](http://www.dot.state.il.us)

4. Women's Business Development Center

8 South Michigan Avenue  
Suite 400  
Chicago, Illinois 60603  
312-853-3477  
[certification@wbdc.org](mailto:certification@wbdc.org)



# City of Aurora

## PURCHASING DIVISION

44 East Downer Place  
Aurora, Illinois 60507

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

## VENDOR APPLICATION FORM

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

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

COMPANY <b>JOHN'S MAIN SUPPLIES</b>	HOW LONG IN PRESENT BUSINESS? <b>JOHN'S, FOR MANY YEARS</b>
--	--

ADDRESS <b>65 E. DOWNER</b>	CITY <b>AURORA</b>	STATE <b>IL.</b>	ZIP <b>60505</b>
--------------------------------	-----------------------	---------------------	---------------------

CONTACT PERSON <b>JOHN GALLER</b>	PHONE AND EXTENSION <b>630-899-6929</b>	FAX NUMBER <b>630-899-6833</b>
--------------------------------------	--	-----------------------------------

EMAIL ADDRESS  
**JOHNSON@LINK@GMAIL.COM**

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

Year Established:	Number of Employees working in Aurora:
-------------------	--

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

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

TYPE OF PRODUCT/SERVICE REQUESTING TO BID ON:

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

(A) PRESIDENT <b>JOHN GALLER</b>	(B) VICE PRESIDENT <b>NA</b>
(C) SECRETARY <b>NA</b>	(D) TREASURER <b>NA</b>
(E) OWNERS OR PARTNERS <b>NA</b>	
(F) IF (A) THRU (E) EMPLOYED BY STATE OR LOCAL GOVERNMENT STATE UNIT OF GOVERNMENT <b>NA</b>	

TAXPAYER'S I.D. NO. FEIN <b>96-315-2328</b>	INSURANCE INFORMATION (Check Applicable) LIABILITY INSURANCE: <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$5,000,000 <input type="checkbox"/> Other Minimum acceptable limits are \$1M per occurrence, \$2M general aggregate (some projects/bids may also require higher limits and/or excess liability coverage). It is required that the City of Aurora be named as a primary, non-contributory additional insured. Insurance Co. <b>VOLKMAN READ CERTIFICATE</b>
or S.S. No. <b>355140916</b>	
Completed W-9 Form required	Attach a copy of your current certificate of insurance

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

NAME	OFFICIAL CAPACITY
<b>JOHN GALLER</b>	<b>PRESIDENT</b>
<b>ISABEL JONAS</b>	<b>MANAGER</b>



**MINORITY/WOMEN/DISABLED BUSINESS**

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

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

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

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

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

Minority Business Enterprise     Women Business Enterprise     Disabled Business Enterprise


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

African American     <sup>FEMALE</sup> Hispanic American     Native American     Asian-Pacific American  
 Women-Owned     Disabled

**References:**

Please provide name, address and phone number of references.

1. EMELIE GALLES
2. JOHN GALLES (PHILLY)
3. TERRY GALLES
4. DAVID GALLES
5. JOSEPHINE GALLES DOW

  
Signature of Person Authorized to Sign this Application

PAESIDENT  
Name and Title of Person Signing (Type or Print)

**USE BY CITY OF AURORA ONLY**

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



# City of Aurora

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

Esther L. Phillips  
Director of Purchasing

## CITY OF AURORA PURCHASE ORDER REQUIREMENT POLICY ACKNOWLEDGEMENT FORM

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

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

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

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

Please type or print your contact information below.

Company Name: JOHN'S MAIN SURPLUS

Address: 65 E. DOWNER PLACE

City: AURORA State: IL Zip: 60505

Phone: 630-897-6229 Contact: JOHN GALLES

Signature: [Signature] Date: 10/21/15

Print Name: JOHN GALLES

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

Email Address:

NO

Invoices may be submitted to the city's Purchasing Division via email to: [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org).

CITY OF AURORA  
ELECTRONIC FUNDS TRANSFER PROGRAM

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

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

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

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

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

Title: \_\_\_\_\_

Company Name: JOHN & MARY JAMES

Phone: \_\_\_\_\_

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

**CITY OF AURORA**  
**Electronic Funds Transfer Agreement**

THE CITY OF AURORA (Purchaser) agrees to remit payment(s) to NO  
(Seller) through electronic funds transfer (EFT) in accordance to the following terms and conditions:

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

Written notice to Seller shall be addressed to:  
JOHN GALLET 65 E. DOWNER AURORA 60505  
(Contact Name) (Address) (Phone)

10. Seller Bank Information:
- Bank Name: OLA SECORV BANK
- Bank Address: RIVER ST AURORA IL
- Account Name: JOHNS INC.
- Account Number: \_\_\_\_\_
- ABA/Routing Number: \_\_\_\_\_
- Account Type: BUSINESS
- Email for remittance notification: \_\_\_\_\_
- City of Aurora Account No. with your institution: \_\_\_\_\_

JOHNO'S INC.  
65 E DOWNER PLACE  
AURORA, IL 60505

70-76/719

1061

11

DATE \_\_\_\_\_



PAY TO  
THE ORDER OF

\$

DOLLARS



Security Features  
Detailed on back



Old Second National Bank  
630-892-0202

MEMO \_\_\_\_\_

MP

If you  
pay \_\_\_\_\_

⑆071900760⑆1010⑆109⑆9033⑆ 1061

SPECIALTY INK

via EFT

Agreed to:

\_\_\_\_\_  
(Seller - Company Name)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Date \_\_\_\_\_

Agreed to:

\_\_\_\_\_  
City of Aurora  
(Purchaser)

By Esther L. Phillips  
(Signature)

\_\_\_\_\_  
Esther L. Phillips  
(Print Name)

Date \_\_\_\_\_

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

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

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

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

For Purchasing Use Only	
Vendor No.	
Entered by:	

**Request for Taxpayer  
 Identification Number and Certification**

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

Name (as shown on your income tax return)  
**JOHN P. GULLES JOHNS INC.**

Business name/disregarded entity name, if different from above  
**JOHNS INC - JOHNS MAINTENANCE PLUS**

Check appropriate box for federal tax classification (required):  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  Exempt payee

Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**65 E. DOWNER PLACE**

City, state, and ZIP code  
**AURORA, IL 60505**

List account number(s) here (optional)

Requester's name and address (optional)  
**CITY OF AURORA, ILLINOIS  
 44 E DOWNER PLACE  
 AURORA, IL 60507-2067**

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number  
**355 - 14 - 0916**

Employer identification number  
**36 - 3152328**

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here    Signature of U.S. person ▶ **John Gullis**    Date ▶ **9/29/15**

**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Payments you receive will be subject to backup withholding if:

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

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

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

#### Updating Your Information

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

#### Penalties

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

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

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

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

#### Specific Instructions

##### Name

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

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

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

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

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

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

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

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

**Exempt Payee**

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

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

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

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

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

**Part II. Certification**

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

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

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.



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

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

**What Name and Number To Give the Requester**

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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

CITY OF AURORA  
VENDOR APPLICATION CHECK LIST

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

Vendor Application Form

Purchase Order Requirement Policy Acknowledgement Form

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

W-9 Form