

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
MARCH 18, 2014 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Fire Department Uniforms	Resolution Ordinance ✓ Motion Discussion Only	James Jackson, Fire Chief

**SYNOPSIS**

A motion is requested to authorize award of a three-year contract for the supply of uniform items to the Fire Department.

**STRATEGIC PLAN ALIGNMENT**

The Strategic Goals for 2011-2018 identified *Exceptional Municipal Services*.

**FISCAL IMPACT**

The adopted FY14 budget includes \$49,000 for uniforms.

**RECOMMENDATION**

Approval on the March 18, 2014 consent agenda.

**BACKGROUND**

The Village is obligated by collective bargaining agreement to provide uniforms to Fire Department employees. The Village uses a clothing allowance system to fulfill this obligation. The Village provides a voucher to the employee to purchase necessary items in an established amount based on the annual budget and pays an invoice to the supplier. The current supplier (JCM) is unable to fulfill existing contract obligations and the Village is terminating the contract.

A Request for Proposal (RFP) was published in accordance with the Village's Purchasing Policy. Two proposals were received in the required time frame from Kale Uniforms and Unique Apparel. After reviewing the submitted proposals, Unique Apparel was the only proposer that could meet the requirements for all of the components outlined in the detailed specifications. The contract establishes prices for the three-year term of the contract.

**ATTACHMENTS**

Contract Document

# REQUEST FOR PROPOSAL

**Name of Proposing Company:** **ON TIME EMBROIDERY, INC.**  
**dba/ Unique Apparel Solutions**

Project Name: FIRE UNIFORMS  
Proposal No.: RFP-0-3-2014/tt  
Proposal Due: February 5, 2014, 11:00 a.m.  
Pre-Proposal Conference: None

**Required of All Proposers:**

Deposit: No  
Letter of Capability of Acquiring Performance Bond: No

**Required of Awarded Contractor:**

Performance Bond/Letter of Credit: No  
Certificate of Insurance: Yes

Legal Advertisement Published: January 21, 2014  
Date Issued: January 21, 2014  
This document consists of 42 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA  
PURCHASING ASSISTANT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5530  
FAX: 630/434-5571  
[www.downers.us](http://www.downers.us)

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

**SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.**

The Village Council reserves the right to accept or reject any and all Proposals, to waive technicalities and to accept or reject any item of any Proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
  - II. TERMS & CONDITIONS
  - III. DETAILED SPECIFICATIONS
- 
- I. PROPOSER'S RESPONSE TO RFP
  - II. PROPOSAL/CONTRACT FORM

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original, and 2 additional paper copies of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

## **I. REQUEST FOR PROPOSALS**

### **1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **11:00 a.m. February 5, 2014**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

### **2. PREPARATION OF PROPOSAL**

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

## Village of Downers Grove

- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

### **3. PRE- PROPOSAL CONFERENCE**

- 3.1 A pre proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

### **4. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

- 4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

### **5. SECURITY FOR PERFORMANCE**

- 5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

## Village of Downers Grove

**NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

### **6. DELIVERY**

- 6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

### **7. TAX EXEMPTION**

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

### **8. RESERVED RIGHTS**

- 8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

## **II. TERMS AND CONDITIONS**

### **9. VILLAGE ORDINANCES**

- 9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **10 USE OF VILLAGE'S NAME**

- 10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

### **11. SPECIAL HANDLING**

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

### **12. INDEMNITY AND HOLD HARMLESS AGREEMENT**

## Village of Downers Grove

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

### **13. NONDISCRIMINATION**

- 13.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

- 13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

### **14. SEXUAL HARASSMENT POLICY**

Village of Downers Grove

14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**15. EQUAL EMPLOYMENT OPPORTUNITY**

15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 15.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.



## Village of Downers Grove

- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### **16. DRUG FREE WORK PLACE**

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

## Village of Downers Grove

- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
17. **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**
  - 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.
18. **PREVAILING WAGE ACT**

The Prevailing Wage Act does not apply to this contract.

Village of Downers Grove

**19. PATRIOT ACT COMPLIANCE**

19.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**20. INSURANCE REQUIREMENTS**

20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<b><i>(Applicable on a Per Project Basis)</i></b>
Commercial Automobile Liability	\$1,000,000	Each Accident

Village of Downers Grove

Professional Errors	\$2,000,000	Each Claim
& Omissions	\$2,000,000	Annual Aggregate

(pursuant to section .9 below)

Umbrella Liability \$ 5,000,000

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

## Village of Downers Grove

- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **21. COPYRIGHT/PATENT INFRINGEMENT**

- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

### **22. COMPLIANCE WITH OSHA STANDARDS**

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

## Village of Downers Grove

### **23. CERCLA INDEMNIFICATION**

- 23.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

### **24. BUY AMERICA**

- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its proposal submission, an executed Buy America Certificate, attached hereto.

### **25. CAMPAIGN DISCLOSURE**

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 25.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

### **26. SUBLETTING OF CONTRACT**

## Village of Downers Grove

- 26.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

### **27. TERM OF CONTRACT**

- 27.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

### **28. TERMINATION OF CONTRACT**

- 28.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.
- 28.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set off against any monies due and owing by the Village to the Contractor.

### **29. BILLING & PAYMENT PROCEDURES**

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process

## Village of Downers Grove

the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

29.3 If this Contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

### **30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

### **31. STANDARD OF CARE**

31.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer’s failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer’s services for the Project.

31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s’) failure to perform its work in accordance with contract documents.

### **32. GOVERNING LAW**

32.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

### **33. SUCCESSORS AND ASSIGNS**

33.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign



## Village of Downers Grove

this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

### **34. WAIVER OF CONTRACT BREACH**

34.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

### **35. AMENDMENT**

35.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

### **36. NOT TO EXCEED CONTRACT**

36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

### **37. SEVERABILITY OF INVALID PROVISIONS**

37.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

### **38. NOTICE**

38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

### **39. COOPERATION WITH FOIA COMPLIANCE**

## Village of Downers Grove

- 39.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

### III. DETAIL SPECIFICATIONS

#### **FIRE UNIFORMS**

The undersigned ("Supplier") agrees to furnish to the Village of Downers Grove, an Illinois municipal corporation, hereinafter referred to as the "Village", **FIRE UNIFORMS** conforming to the specifications attached hereto, and in accordance with the terms and conditions set forth herein.

#### DIRECTIONS

In the below chart, please indicate intention to bid on each item and if using an approved equal provide a description below the item listed. Use the Clothing Proposal Form for your proposed prices. If no entry is made, the Village will assume that the proposer **cannot** meet Village specifications for that item.

**The successful proposer will provide the Downers Grove Fire Department with a sample of any silk screen, embroidery and patch work for approval prior to purchase at no cost to the Village.**

#### MATERIALS TO BE FURNISHED TO THE FIRE DEPARTMENT

<u>Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Bidder to Provide</u>  Yes, No Alternative (Use attached form for pricing)
(1)		Shirt, Navy Blue, Long Sleeve - 65% Dacron polyester/35% combed cotton, Department emblem on left sleeve, gold border American flag forward facing with gold border; badge punch outs, epaulets, name tag eyelets and military creases.	YES
(2)		Shirt, Navy Blue, Short Sleeve - 65% Dacron polyester/35% combed cotton, Department emblem on left sleeve, gold border American flag forward facing with gold border; badge punch outs, sling, epaulets, name tag eyelets, and military creases	YES
(3)		Shirt, White, Long Sleeve - 65% Dacron polyester/35% combed cotton, Department emblem on left sleeve, gold border American flag forward facing with gold border, badge punch outs, epaulets, name tag eyelets, and military creases.	YES

Village of Downers Grove

(4)	<b>Shirt, White, Short Sleeve</b> - 65% Dacron polyester/35% combed cotton, Department emblem on left sleeve, gold border American flag forward facing with gold border, badge punch outs, epaulets, name tag eyelets, and military creases.	YES
(5) (A) (B) (C) (D)	<b>Trousers</b> - 65% polyester/35% cotton, permanent press, navy blue, no cuffs, standard cut. (A) Elbeco E 814 (B) Blauer #8250 (C) 5-11 - 74302 (D) Approved Equal	C – YES D – Hoarce Small 2510
(6) (A) (B) (C) (D)	<b>Trousers, Cargo</b> - 65% polyester/35% cotton, permanent press, navy blue, no cuffs, standard cut; (A) Elbeco Cargo E 614; (B) Blauer Cargo #8215 (C) 5-11 Taclite 74273 (D) approved equal	C – YES D – Horace Small 2516
(7)	<b>Top Coat</b> – Double-breasted topcoat, dark navy blue with Fire Department buttons (gold or silver). Department patch on left shoulder and American Flag forward facing with gold border on right shoulder.	YES
(8)	<b>Blouse Coat</b> – Single breasted dress coat, navy blue with four Fire Department buttons (gold or silver), front stiffening shoulder pads, taped armholes and sleeve wigan. Two pleated breast pockets with flaps and two lower dummy flaps. No tab lapels, badge tab, center vent. Department patch on left shoulder and American Flag forward facing with gold border on right shoulder.	YES
(9)	<b>Shirt, White, Long Sleeve</b> - 100% polyester, permanent press, epaulets, button down double pockets, badge tab and nameplate eyelets. Department emblem on left sleeve and American Flag forward facing with gold border.	YES
(10)	<b>Shirt, White, Short Sleeve</b> - 100% polyester, permanent press, epaulets, button down double pockets, badge tab and nameplate eyelets. Department emblem on left sleeve and American Flag forward facing with gold border. Elbeco #3310-3	YES – Horace Small # 1149
(11)	<b>Trousers</b> – 100% texturized polyester, permanent press, navy blue, and no cuffs, standard cut.	YES – Horace Small 2149

Village of Downers Grove

(12)		<b>White Officers Cap</b> - White Leatherette top, black braid band, silver hatband, black or red rosette and silver bugle. Midway #116 or approved equal.	YES – Keystone Cap R13W
(13)		<b>White Chief's Cap</b> - White vinyl top with flame visor, gold hatband, black rosette and gold bugles, as indicated. Midway #115	YES – Keystone Cap R13WF
(14)		<b>Tie, Neck</b>	YES
(15)		<b>Tie, Velcro</b>	YES
(16)		<b>Navy Blue, Firefighter Cap</b>	YES
(17) (A) (B) (C)		<b>Windshirt - (A) 5.11 Windshirt Item # 72304; fire navy 720; department logo embroidered on left chest, no rank on this item. (B) Badger microfiber windshirt Item #7618 with department logo embroidered left chest , no rank on this item (C) approved equal</b>	YES
(18)		<b>Dress Shoe Perma-Shine</b> – Black shiny Poromeric, straight collar, five eyelet lacing system, cambrelle vamp lining, dri-lex quarter and tongue lining, removable poly-pillow footpacer insole, slip-resisting virbram eva crepe outsole. <b>Thorogood #831-6321 or approved equal.</b>	YES
(19)		<b>Gloves, White Dress - Hatch #WG1000 or approved equal</b>	YES
(20)		<b>Sweatshirt Embroidered - 5.11 quarter zip job shirt - 72314 with department logo embroidered left chest, no rank on this item.</b>	YES
(21)		<b>5.11 Men's Responder Parka - Item # 48063. Ebroidered DGFD logo on left chest of outer and inner jacket;</b>	YES
(22)		<b>Heavy Winter Jacket - 5.11: Men's Responder Hi-Vis Parka, ANSI 107 Class 2 - Item # 48073, silk screen printing on back and embroidered DGFD logo on left chest of outer and inner jacket;</b>	YES
(23)		<b>Light Winter Jacket - 5.11 Big Horn Jacket #48026 with department logo embroidered left chest .</b>	YES
(24) (A)			YES

Village of Downers Grove

(B)		<b>Windbreaker – (A) Dunbrooke 1300 BIG LEAGUER or (B) approved equal with department logo embroidered left chest.</b>	
(25) (A) (B)		<b>Short Sleeve Tee Shirt - 100% Pre-shrunk, taped crew neck, short sleeve. Silkscreen Downers Grove Fire Department logo to front left breast, and Downers Grove Fire Department on back. (A) Navy Blue (B) White</b>	YES
(26) (A) (B)		<b>Long Sleeve Tee Shirt – 100% Pre-shrunk cotton, taped crew neck, long sleeve. Silkscreen Downers Grove Fire Department logo to left front breast, and Downers Grove Fire Department on back. (A) Navy Blue (B) White</b>	YES
(27)		<b>Name Tag - polished silver or gold, 2" x 3", two line, with name on top and rank on bottom, small print, no abbreviations</b>	YES
(28) (A) (B)		<b>Belt, Black - (A) 1-3/4", smooth leather, (silver (firefighter) or gold (Chief) buckle) (B) Black Rescue belt with personal D-ring</b>	YES
(29)		<b>Polo shirt, Short sleeve – 5.11 polo, navy/white item # 41060 with department logo embroidered left chest, rank on right chest. Per embroidery specifications (no abbreviations)</b>	YES
(30)		<b>Sweatshirt - Under Armour Item # 1230534 Sweatshirt, Gray, with Downers Grove logo on front. Design will be finalized with vendor.</b>	NO
(31) (A) (B) (C)		<b>Sweat Short - (A) Under Armour mesh shorts with DGFD logo silk screen on right leg, item # 1201195 (B) Badger b-core 7" with DGFD logo silk screen on right leg (C) approved equal</b>	ITEM B - YES
(32) (A) (B) (C)		<b>Sweat Pant - (A) Under Armour Flex #1204186 with DGFD logo silk screen on right leg (B) Champion Cotton, with DGFD logo silk screen on right leg (C) Approved Equal</b>	ITEM B - YES
(33)		<b>Firefighter Collar Pins, silver backing</b>	YES
(34)		<b>Paramedic Collar Pins, silver</b>	YES

Village of Downers Grove

(35) (A) (B)	(A) Lieutenant Collar Pins silver with red backing (B) Crossed bugle collar pins (two bugles through five bugles) gold with red backing	YES
(36) (A) (B) (C) (D) (E)	Class A Cap Badges (A) One bugle (B) two bugles crossed (C) three bugles crossed (D) four bugles crossed (E) five bugles crossed	YES
37	Class A cap rosette (red or black)	YES
38	Winter Stocking Hat with DGF D embroidered on front	YES
39	Fitted baseball hat with DGF D embroidered on front	YES
(40)	Winter Gloves, black leather, lined	YES
(41)	Medium sized gear bag	YES
(42) (A) (B)	Truckman's belt - (A) Boston Leather #6547 (B) Approved equal	YES
(43) (A) (B)	Mock Turtleneck, (A) white with DGF D embroidered on neck (B) blue with DGF D embroidered on neck	YES
(44)	Extrication Gloves - Ringers hybrid #337-08	YES
(45)	Rescue Gloves - CMC #250204	YES
(46)	Flashlight and Charger - Streamlight Survivor #90502	YES
(47)	Flashlight, Streamlight Survivor LED, 4 AA #90540	YES

**DOWNERS GROVE FIRE DEPARTMENT  
Clothing Proposal Form**

The undersigned proposes to furnish at the prices indicated and conforming to the attached Village of Downers Grove specifications, the following: **FIRE DEPARTMENT CLOTHING** F.O.B., **Downers Grove Fire Department**, 5420 Main St., Downers Grove, IL 60515.

Village of Downers Grove

Prices quoted herein shall remain in effect as follows: year one - from March 1, 2014 through May 31, 2015; year two - from June 1, 2015 through May 31, 2016; and year three - from June 1, 2016 through May 31, 2017.

ITEM	QTY.	DESCRIPTION	YEAR ONE CONTRACT UNIT PRICE	YEAR TWO CONTRACT UNIT PRICE	YEAR THREE CONTRACT UNIT PRICE
1		Shirt, Navy Blue, Long Sleeve - HS1112	\$38.95	\$39.95	\$41.95
2		Shirt, Navy Blue, Short Sleeve - HS1208	\$34.95	\$35.95	\$37.95
3		Shirt, White, Long Sleeve - HS1116	\$36.95	\$37.95	\$39.95
4		Shirt, White, Short Sleeve - HS1212	\$32.95	\$33.95	\$35.95
5a		Trousers Elbeco #E814	NA	NA	NA
5b		Trousers blauer #8250	NA	NA	NA
5c		Approved Equal - HS2510	\$44.95	\$46.95	\$48.95
6a		Trousers Cargo Pocket Elbeco E614	NA	NA	NA
6b		Trousers Cargo Pocket Blauer 8215	NA	NA	NA
6c		Approved Equal - HS2516	\$54.95	\$56.95	\$58.95
7		Top Coat	\$169.95	\$176.95	\$184.95
8		Blouse, Class A	\$139.95	\$144.95	\$149.95
9		Shirt, White, Long Sleeve, 100% poly - HS119	\$38.95	\$40.95	\$42.95
10		Shirt, White, Short Sleeve, 100% poly - HS1249	\$36.95	\$38.95	\$40.95
11		Trousers, Class A	\$39.95	\$41.95	\$44.95
12		White, Officers Cap	\$51.95	\$54.95	\$57.95
13		White, Chiefs Cap	\$86.95	\$89.95	\$92.95
14		Tie, Neck	\$6.95	\$7.95	\$8.95



Village of Downers Grove

15		Tie, Velcro	\$8.95	\$9.95	\$10.95
16		Navy, Fire Fighter Cap	\$39.95	\$42.95	\$45.95
17a		Windshirt 5-11 #72304 embroidered left chest DGFD patch	\$49.95	\$51.95	\$54.95
17b		Badger microfiber windshirt #7618 embroidered left chest DGFD patch	\$29.95	\$31.95	\$33.95
17c		Approved Equal	NA	NA	NA
18		Dress Shoe Perma-Shine - 831-6031	\$54.95	\$56.95	\$58.95
19		Gloves, White Dress	\$4.95	\$5.95	\$6.95
20		Sweatshirt Embroidered Zipper 5-11 #72314	\$62.95	\$64.95	\$67.95
21		5-11 Men's Responder Parka #48063 embroidered left chest DGFD patch	\$269.95	\$279.95	\$289.95
22		Heavy Winter Jacket 5-11 Men's Responder Hi-Vis Parka ANSI 107 Class 2 #48073 Silk screen printing on back and embroidered DGFD Logo on left chest outer and inner jacket	\$289.95	\$299.95	\$309.95
23		Light Winter Jacket 5-11 Big Horn Jacket #48026 embroidered left chest DGFD patch	\$92.95	\$95.95	\$99.95
24a		Dunbrooke 1300 BIG LEAGUER embroidered left chest with DGFD patch	\$36.95	\$37.95	\$39.95
24b		Approved Equal	NA	NA	NA
25a		Navy blue, Short Sleeve Tee Shirt 100% cotton Pre-shrunk, taped crew neck, short sleeve. Silkscreen DGFD logo on left breast and Downers Grove Fire Department on back	\$7.95	\$8.95	\$9.95
25b		White, Short Sleeve Tee Shirt 100% cotton Pre-shrunk, taped crew neck, short sleeve. Silkscreen DGFD logo on left breast and Downers Grove Fire Department on back	\$6.95	\$7.95	\$8.95
26a		Blue, Long Sleeve Tee Shirt 100% Pre-shrunk cotton, taped crew neck long sleeve. Includes Silkscreen DGFD logo on left breast and Downers Grove Fire Department on back	\$10.95	\$11.95	\$12.95
26b		White, Long Sleeve Tee Shirt 100% Pre-shrunk cotton, taped crew neck long sleeve. Includes Silkscreen DGFD logo on left breast and Downers Grove Fire Department on back	\$9.95	\$10.95	\$11.95
27		Name Tag (Two line) polished, silver or gold	\$8.95	\$9.95	\$10.95

Village of Downers Grove

28a		Belt, Black Leather	\$24.95	\$26.95	\$29.95
28b		Belt, Black Rescue	\$39.95	\$41.95	\$44.95
29		Polo Shirts Short Sleeve 5-11 polo navy/white item # 41060 with DGFD Logo screen printed left chest, rank right chest, per embroidery specifications	\$39.95	\$41.95	\$44.95
30		Sweatshirt Under Armour Sweatshirt gray with Downers Grove Logo on left breast Item #1230534	NO BID	NO BID	NO BID
31a		Sweat Short Under Armour mesh shorts item #1201195 includes DGFD logo screen print on lower right leg	NO BID	NO BID	NO BID
31b		Badger b-core 7" short with DGFD logo silk screen on lower right let - 4107	\$13.95	\$14.95	\$16.95
31c		Approved Equal	NA	NA	NA
32a		Sweatpants, Underarmour Flex #1204186 with DGFD silk screen on right leg	NO BID	NO BID	NO BID
32b		Sweatpants, Champion with DGFD logo silk screen on right leg - P800	\$21.95	\$22.95	\$24.95
32c		Approved Equal	NA	NA	NA
33		Firefighter Collar Pins, silver backing	\$10.95	\$11.95	\$12.95
		Paramedic Collar Pins, silver	\$10.95	\$11.95	\$12.95
34		Lieutenant Collar Pins, silver with red backing, one bugle	\$12.95	\$13.95	\$14.95
35a		Lieutenant Collar Pins, silver with red backing, one bugle	\$12.95	\$13.95	\$14.95
35b		Chief Collar pins, gold with red backing, two through five bugles	\$12.95	\$13.95	\$14.95
36a		Hat Bugle(s) for class A cap- one bugle	\$19.95	\$20.95	\$21.95
36b		Hat Bugle(s) for class A cap- two bugles crossed	\$21.95	\$22.95	\$23.95
36c		Hat Bugle(s) for class A cap- three bugles crossed	\$22.95	\$23.95	\$24.95
36d		Hat Bugle(s) for class A cap- four bugles crossed	\$23.95	\$24.95	\$25.95
36e		Hat Bugle(s) for class A cap- five bugles crossed	\$24.95	\$25.95	\$26.95
37		Class A cap rosette (red or black)	\$3.95	\$3.95	\$3.95
38		Winter Stocking Cap, DGFD embroidered on front	\$13.95	\$14.95	\$16.95
39		Baseball hat, fitted, with DGFD embroidered on front	\$17.95	\$19.95	\$21.95
40		Winter gloves, black leather, lined	\$11.95	\$12.95	\$14.95
41		Gear Bag, medium sized – 5.11 56183	\$67.95	\$69.95	\$72.95
42a		Truckman's Belt- Boston Leather #6547	\$44.95	\$46.95	\$49.95
42b		Truckman's Belt- Approved Equal	NA	NA	NA
43a		Mock Turtleneck, white, with DGFD embroidered on neck - K321	\$21.95	\$23.95	\$25.95
43b		Mock Turtleneck, blue, with DGFD embroidered on neck - K312	\$21.95	\$23.95	\$25.95
44		Extrication Gloves- Ringers Hybrid #337-08	\$49.95	\$52.95	\$56.95

Village of Downers Grove

45		Rescue Gloves - CMC #250204	\$59.95	\$62.95	\$65.95
46		Flashlight and Charger - Streamlight Survivor #90502	\$159.95	\$164.95	\$169.95
47		Flashlight, Streamlight Survivor LED, 4 AA #90540	\$59.95	\$62.95	\$65.95

**SUPPLIER QUALIFICATIONS**

The Supplier shall be required before the award of any contract to show to the complete satisfaction of the Fire Chief or designee that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner. The Fire Chief or designee reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Supplier fails to show that the Supplier is properly qualified to carry out the obligations of the contract and to complete the work described herein.

Evaluation of the Supplier's qualifications shall include:

1. The ability, capacity, skill and resources to perform the work or provide the service required.
2. The ability of the Supplier to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Supplier.
4. The quality of performance of previous uniform contracts or services with the Village and other municipalities within the last five (5) years. Please provide a list of municipal references with a contact name and phone number.
5. The Supplier must provide a web-based ordering system and the ordering page must be developed by the Supplier as specified by the Village. This system must be able to handle a voucher system or quarter-master system. A checks-and-balance component must be present in the system, when needed, so orders do not get processed until approved by a designee from the fire department. Orders cannot be phoned in, faxed or placed in any way other than the web-based ordering system.
6. The Supplier must provide initial fitting services for all members of the fire department, on -site at the Village's fire department. For all future members or members that must change sizes, the Supplier must provide a fitting center/location where the department members can go to get sized.
7. Orders shall be delivered within 30 business days of receipt of the order by the Supplier. If there are any issues or delays beyond 30 days, the Supplier shall contact the fire department uniform program administrator and advise him/her as to the reason for the issue/delay and the expected date of delivery.
8. All orders shall be checked for accuracy by the Supplier and then sent to Downers Grove Fire Station 2 at 5420 Main Street, Downers Grove, Illinois 60515. The Supplier shall provide a system where each individual will verify their order when they receive it, so any discrepancies can be handled between the individual and the Supplier.
9. The Web-based system shall have a designated place for members to purchase approved items and pay out-of-pocket for those items. Fire department funds shall not be allowed for purchases in this portion of the web-based system.

## Village of Downers Grove

10. Web-based reports on specific needs of the fire department shall be available for download at the convenience of the Downers Grove Fire Administration. After the contract is awarded, the Supplier and the Village will determine which reports will be needed.

The Village reserves the right to award two or more contracts to multiple vendors if the contracts can be divided reasonably according to items.

### **DELIVERY CHARGES**

The undersigned hereby affirms and states that the prices listed as "Delivered" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

The undersigned agrees to provide items ordered for the Fire Department no later than 30 business days after receipt of the order. The Fire Department may request the order to be shipped, at no expense to the Village, to Station #2, 5420 Main St, Downers Grove IL 60515, or that the order will be picked up by authorized Fire Department personnel. Individuals picking up orders from the supplier must present proper authorization in the form of badge presentation.

### **RECRUIT FIREFIGHTER ISSUE**

Supplier will receive from the Village an itemized list of recruit firefighter issue. Recruits will be sent to the Supplier, with advanced notice, and be measured and fitted for the appropriate items. The Supplier may not substitute any items that are not included on the initial issue list.

Recruits must be issued all items personally on the same day as they are measured and fitted. If an item is not in-stock, the Supplier shall provide that item within 10 business days.

### **ALTERATIONS**

Supplier will include in the bid costs, the hemming of trousers and the sewing of department patches and American flags onto shirts and jackets. This service will be done at the Supplier's place of business by the full time tailor and completed on the same day the request is made.

### **RETURN OF INCORRECT ITEMS**

Any item received by the Village from the Supplier that does not conform to the order will be returned to the Supplier at the Supplier's expense. Supplier shall then provide the Village with the correct item.

### **TERM**

The term of the contract shall be for three years beginning March 1, 2014 through May 31, 2017, but may be extended by mutual agreement of both parties, providing such agreement shall be made in writing and agreed upon by both parties prior to March 1st of the last year of the original term or any extension thereto and providing such agreement complies with Village purchasing policies and the availability of funds. However, the prices quoted on the Clothing

## Village of Downers Grove

Proposal Form shall be in effect from March 1, 2014 through May 31, 2017 and will not be increased if the contract is extended.

### **QUESTIONS**

Questions on bid procedures shall be directed to:

Ms. Theresa Tarka  
Purchasing Agent  
Village of Downers Grove  
(630) 434-5530

### **MISCELLANEOUS**

The custom embroidery of the Downers Grove Fire Department logo will be 88mm and be solid fill. Robison-Anton Yellow thread # 5313 and Fleet Blue thread # 5750 or approved equal.

### **QUALITY OF ITEMS**

All materials used for the manufacture or construction of any item(s) covered by this bid shall be new. The items bid must be new and not considered "defects" or "seconds", the latest model, of the best quality and highest grade of workmanship. Approved equal or better uniform items will be considered.

### **GUIDELINES COMPLIANCE**

The Supplier shall certify the proposed equipment meets or exceeds all current Federal and State safety guidelines and requirements for equipment of this nature and shall meet or exceed State safety inspection and licensing standards without modification by the Village.

### **WARRANTIES**

Supplier shall furnish manufacturer's warranties against faulty workmanship or materials for a minimum period of 12 months, if possible, or if such warranties are unavailable shall provide a personal guarantee to provide such assurance to the Village for the full 12 month period. Under such warranties, faulty workmanship shall be corrected or faulty materials replaced at no cost to the Village or firefighter for labor, equipment, materials or rental of all equipment bid. If manufacturer or vendor's standard warranties exceed these requirements for specific components,

## Village of Downers Grove

that warranty shall be provided to the Village and noted in the specifications where applicable.

Should the Village discover, during its period of ownership that any part or parts are other than those used on current models, the Village may recover by requiring the Supplier to replace and install any and all such items with current parts at no cost to the Village.

### **QUANTITIES**

Whenever a bid is sought seeking a source of supply for items or services, the quantities shall be construed as estimates, unless otherwise stated.

### **IV. PROPOSER'S RESPONSE TO RFP**

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

Proposer will develop a website ordering system according to the specs put forth in this proposal using the products that we have submitted pricing on.

**V. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award**

---

**PROPOSER:**

---

ON TIME EMBROIDERY, INC.

Date: 1/31/2014

---

Company Name

---

jim@uniqueapparelsolutions.com

---

1340 Ridge Avenue

Email Address

---

Street Address of Company

---

Jim Clifton

---

Elk Grove Village, IL 60007

Contact Name (Print)

---

City, State, Zip

---

847-364-4371

---

847-364-4371

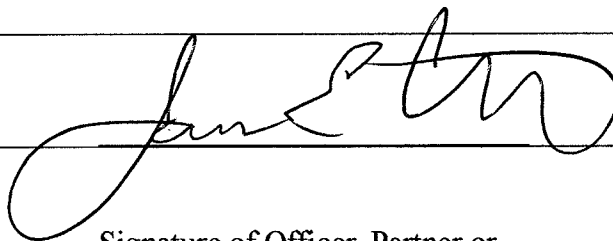
24-Hour Telephone

---

Village of Downers Grove

Business Phone

847-364-4381



Signature of Officer, Partner or

Fax

Sole Proprietor

James E. Clifton – Vice President / Sec.

Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date



## Village of Downers Grove

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

**VENDOR W-9 REQUEST FOR**

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS** (please print or type):

**Name:** On Time Embroidery, Inc.  
**Address:** 1340 Ridge Avenue  
**City:** Elk Grove Village  
**State:** Illinois  
**Zip:** 60007  
**Phone:** 847-364-4371      **Fax:** 847-364-4381

**tax id #(tin):** 35-2190919

(If you are supplying a social security number, please give your full name)

**Remit to Address (if different from above):**

**Name:** \_\_\_\_\_ Same as Above \_\_\_\_\_  
**Address:** \_\_\_\_\_ Same As Above \_\_\_\_\_  
**City:** \_\_\_\_\_ Same As Above \_\_\_\_\_  
**State:** \_\_\_\_\_ Same As Above \_\_\_\_\_      **Zip:** \_\_\_\_\_ Same As Above \_\_\_\_\_

**TYPE OF ENTITY (circle one):**

- Individual
- Sole Proprietor
- Partnership
- Charitable/Nonprofit
- Medical
- Government Agency
- Limited Liability Company -Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation

**Signature:** 

**Date:** 2/11/14

## Village of Downers Grove

**ROPOSER'S CERTIFICATION** (page 1 of 3)

With regard to Fire Department Uniforms, Proposer On Time  
Embroidery, Inc. \_\_\_\_\_ hereby certifies

(Name of Project)

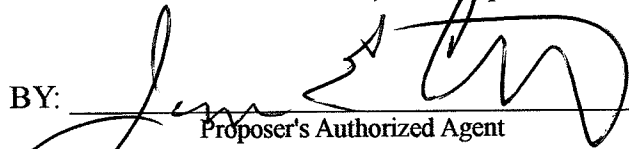
(Name of Proposer)

the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. If applicable, Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the Contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the Contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment

**PROPOSER'S CERTIFICATION (page 2 of 3)**

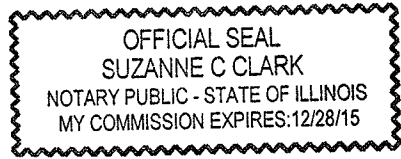
of all such taxes that are due, and Proposer is in compliance with the agreement.

BY:   
Proposer's Authorized Agent

3	5	-	2	1	9	0	9	1	9
---	---	---	---	---	---	---	---	---	---

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number



Subscribed and sworn to before me  
this 5<sup>th</sup> day of February, 2014.

  
Notary Public

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of On Time Embroidery, Inc., and the full names of its Officers are as follows:

President: Christina Clifton

Secretary: James Clifton

Treasurer: Christina Clifton

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSER'S CERTIFICATION (page 3 of 3)**

The partnership does business under the legal name of: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: \_\_\_\_\_  
and if operating under a trade name, said trade name is: \_\_\_\_\_  
which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES

Insurer's Name TBD

Agent \_\_\_\_\_

Street Address \_\_\_\_\_

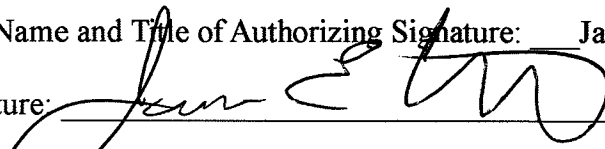
City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

**I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.**

Print Name of Company: On Time Embroidery, Inc.

Print Name and Title of Authorizing Signature: James Clifton – Vice President

Signature: 

Date: 2/4/2014

---

**Suspension or Debarment Certificate**

---

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.**

Company Name: On Time Embroidery, Inc.

Address: 1340 Ridge Avenue

City: Elk Grove Zip Code: 60007

Telephone: (847) 364-4371 Fax Number: (847) 364-4381

E-mail Address: jim@uniqueapparelsolutions.com

Authorized Company Signature: 

Print Signature Name: James Clifton Title of Official: Vice President

Date: 2/1/14

# Village of Downers Grove



Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

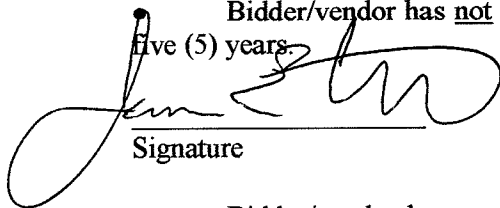
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

  
Signature

James Clifton  
Print Name

- Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ON TIME EMBROIDERY, INC.

REFERENCE LIST FOR DOWNERS GROVE FD UNIFORM BID

BOLINGBROOK FIRE DEPARTMENT  
DEPUTY CHIEF TRINIDAD GARZA

BLOOMINGDALE FIRE PROTECTION DISTRICT  
FIRE CHIEF JEFF JANUS

DES PLAINES FIRE DEPARTMENT  
DEPUTY CHIEF RANDY TROST

PALATINE FIRE DEPARTMENT  
LT. KEITH VONDERHEIDE

ROSELLE FIRE DEPARTMENT  
QUARTERMASTER ED PATLA

GLENVIEW FIRE DEPARTMENT  
QUARTERMASTER BRIAN BOS