

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**7/7/2015**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Approval of Police Uniform & Equipment Contract	Robert Porter Chief of Police

**SYNOPSIS**

A motion is requested to approve a contract with Ray O'Herron Co. of Downers Grove, Illinois for police equipment and uniforms in an amount not to exceed \$135,167. The contract will be effective July 1, 2015 through December 31, 2016.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011-2018 identified *Exceptional Municipal Services*.

**FISCAL IMPACT**

The FY15 budget provides \$107,000 in the General Fund for this contract. The remainder of the contract amount will be budgeted in FY16. The original Kale Uniforms contract was for \$215,500. The total contract award for Ray O'Herron is the amount remaining on the Kale contract for FY15, plus the anticipated budget for FY16.

**RECOMMENDATION**

Approval on the July 7, 2015 consent agenda.

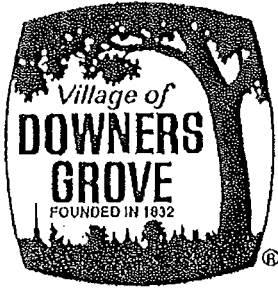
**BACKGROUND**

The Village Council awarded a two-year contract to Kale Uniforms in December 2014. There were two bidders for the contract: Kale Uniforms and Ray O'Herron. Kale notified the Village that they are closing and will no longer accept uniform orders. Due to this unforeseen change, staff recommends awarding the remainder of the contract to the second bidder, Ray O'Herron, of Downers Grove. The contract will be for the remainder of the two-year term (through December 31, 2016).

**ATTACHMENTS**

Contract

## Village of Downers Grove



## CALL FOR BIDS

- I Name of Company Bidding: Ray O'Herron Co., Inc.
- II. Instructions and Specifications:
- A. Bid No.: CFB-0-72-2014
  - B. For: POLICE UNIFORMS & EQUIPMENT
  - C. Bid Opening Date/Time: October 28, 2014, 11:00 a.m.
  - D. Pre-Bid Conference Date/Time: None
- III. Required of All Bidders:
- A. Bid Deposit: None
  - B. Letter of Capability of Acquiring Performance Bond: NO
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: NO
  - B. Certificate of Insurance: Required

Legal Advertisement Published: October 15, 2014

Date Issued: October 15, 2014

This document comprises 44 pages

Return **original** and **two duplicate** copies of Bid in a **sealed envelope** marked with the Bid 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

CALL FOR BIDSBid No.: CFB-0-72-2014

The VILLAGE OF DOWNERS GROVE will receive bids 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 BID IS DUE.

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

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

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. BID/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Bidders MUST submit an original, and two (2) paper copies of the total Bid. Upon formal award of the Bid, the successful Bidder will receive a copy of the executed contract.

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**I. CALL FOR BIDS****1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Bids up to October 28, 2014, 11:00 a.m.
- 1.2 Bids must be received at the Village of Downers Grove by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.3 Bid forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.
- 1.4 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
- 1.5 By submitting this Bid, the Bidder certifies under penalty of perjury that he has not acted in collusion with any other Bidder or potential Bidder.

**2. PREPARATION OF BID**

- 2.1 It is the responsibility of the Bidder to carefully examine the specifications and bid 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 Bids. The Village shall make all changes or interpretations of the specifications in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid Proposal page. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.3 In case of error in the extension of prices in the Bid, 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 Bid including

## Village of Downers Grove

any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.

- 2.5 The Bidder 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-BID CONFERENCE**

- 3.1 A pre-bid 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 Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.

- 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-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. **SUBMISSION OF BID**

- 4.1 In all cases, an original and duplicate copy of the sealed bids marked as indicated in Section 1 shall be directed to the Purchasing Department.

- 4.2 A bid deposit may be required, the amount of which shall be fixed by the Purchasing Manager but which shall not exceed ten percent (10%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty-five dollars (\$25.00). Such bid deposit shall be in the form of a certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his/her Bid and according to the plans and specifications in case the contract shall be awarded to him/her. Bids shall be opened at the hour and place mentioned in the notice.

5. **MODIFICATION OR WITHDRAWAL OF BID**

- 5.1 A Bid 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 Bid, provided that it is received prior to the time and date set for the Bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time

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set for the Bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the Bid opening and shall remain valid for a period of ninety (90) calendar days from the date set for the Bid opening, unless otherwise specified.

- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting Bids or "No Bid Statement" may otherwise be removed from the Village's bid mailing list.

**6. REJECTION OF BIDS**

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for or irregularities of any kind shall be rejected as informal or insufficient bids otherwise acceptable which are not accompanied by the proper bid deposit and/or security shall also be rejected as informal or insufficient. The Village reserves the right to reject any or all Bids and to waive technical errors as may be deemed best for the interest of the Village.

**7. COMPETENCY OF BIDDER**

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Purchasing Assistant of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals. Evidence must be presented within three (3) business days.

**8. DISQUALIFICATION OF BIDDERS**

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
  - 8.1.2 Evidence of collusion among Bidders.
  - 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
  - 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
  - 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
  - 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
  - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.

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8.1.8 Failure to submit a signed Bidder's Certificate stating the following:

8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and

8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this Contract.

8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. **BASIS OF AWARD**

9.1 The Village reserves the right to accept or reject any and all Bids or to waive technicalities, or to accept or reject any item of any Bid unless the Bidder includes a restrictive limitation.

9.2 The Village may award the contract on individual items within a particular group or upon the total group of items.

10. **AWARD OF CONTRACT**

10.1 The Contract will be awarded to that responsible Bidder whose Bid, conforming to the invitation for Bids, will be most advantageous to the Village, price and other factors considered. (lowest responsible bidder)

11. **RETURN OF BID DEPOSIT**

11.1 The bid deposit of all except the three (3) lowest responsive Bidders on each contract will be returned within fifteen (15) calendar days after the opening of Bids. The remaining bid deposits of each Bidder will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. **FAILURE TO ENTER INTO CONTRACT**

12.1 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. **SECURITY FOR PERFORMANCE**

13.1 The awarded contractor, within thirteen (13) calendar days after acceptance of his Bid 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. Said bonds shall

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guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. NOTE: As evidence of capability to provide such security for performance, each Bidder shall submit with the Bid either a letter executed by its surety company indicating the Bidder'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 Bidder.

**14. TAX EXEMPTION**

- 14.1 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 number will also be provided to the selected vendor.

**15. RESERVED RIGHTS**

- 15.1 The Village reserves the right to waive irregularities and informalities, sections to this Contract and to accept any Bid and to reject any and all Bids 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 Bids, however, will not be waived.

**16. CATALOGS**

- 16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

**17. TRADE NAMES/SUBSTITUTIONS**

- 17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Bidders are invited to submit Bids not only on named items but also on items that they propose for substitution of named items. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Contractor's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

**II. TERMS AND CONDITIONS****18. VILLAGE ORDINANCES**

- 18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

**19. USE OF VILLAGE'S NAME**

- 19.1 The Bidder is specifically denied the right of using in any form or medium the name of the



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Village for public advertising unless the Village grants express permission.

**20. INSPECTION**

- 20.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Manager as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

**21. DELIVERIES**

- 21.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

**22. SPECIAL HANDLING**

- 22.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor 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. Contractor 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.

**23. COMPLIANCE WITH OSHA STANDARDS**

- 23.1 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.

**24. CERCLA INDEMNIFICATION**

- 24.1 The Contractor 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 Contractor, both before and after its disposal.

**25. BUY AMERICA**

- 25.1 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).

- 25.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid

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submission, an executed Buy America Certificate, attached hereto.

**26. CAMPAIGN DISCLOSURE**

- 26.1 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 bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 26.2 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.
- 26.3 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.
- 26.4 By signing the bid 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.

**27. BACKING PRECAUTIONS**

- 27.1 Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village of Downers Grove by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

**28. OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS**

- 28.1 The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village of Downers Grove roadway. Such movement will require obtaining a permit and permission from the Downers Grove Police Department:

**29. COPYRIGHT/PATENT INFRINGEMENT**

- 29.1 The Bidder 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 Bidder that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**30. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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30.1 To the fullest extent permitted by law, the Bidder shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, 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 Bidder, its employees, or its subcontractors, and the Bidder 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 Bidder shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Bidder to indemnify the Village for its own negligence. The Bidder 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 Bidder, its employees, or its subcontractors.

**31. NONDISCRIMINATION**

31.1 Bidder 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 Bid, the Bidder 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 Bid.
- (c) 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. Bidder 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.

**32. SEXUAL HARASSMENT POLICY**

32.1 The Bidder or Supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- 32.1.1 Notes the illegality of sexual harassment;
- 32.1.2 Sets forth the State law definition of sexual harassment;
- 32.1.3 Describes sexual harassment utilizing examples;
- 32.1.4 Describes the Bidder's internal complaint process including penalties;
- 32.1.5 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
- 32.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights

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Act.

## 33. EQUAL EMPLOYMENT OPPORTUNITY

- 33.1 In the event of the Bidder'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 Bidder 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 Bidder agrees as follows:
- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 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 bidder'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 bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 33.6 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.

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- 33.7 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.
- 33.8 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 Bidder 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 Bidder 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 subdivision or municipal corporations.
34. **DRUG FREE WORK PLACE**  
Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 34.1 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 bidder'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.
- 34.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Bidder'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.
- 34.3 Providing a copy of the statement required by subparagraph .1 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.
- 34.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph .1 above from an employee or otherwise receiving actual notice of such conviction.
- 34.5 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.

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- 34.6 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.
- 34.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
35. Intentionally left blank
36. **PREVAILING WAGE ACT**  
The Prevailing Wage Act is not applicable to this contract.
37. **PATRIOT ACT COMPLIANCE**  
37.1 The Bidder 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 Bidder further represents and warrants to the Village that the Bidder 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 Bidder 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.
38. **INSURANCE REQUIREMENTS**  
38.1 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 (Applicable on a

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*Per Project Basis)*

Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 38.2 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".
- 38.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 38.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 38.5 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.
- 38.6 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, 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 of Downers Grove 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 of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 38.7 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 of Downers Grove may, at its

## Village of Downers Grove

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 of Downers Grove, or terminate this Contract pursuant to its terms.

- 38.8 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 the 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.
- 38.9 If 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.
- 38.10 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 Bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

39. SUBLETTING OF CONTRACT

- 39.1 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 his obligation or change the terms of the Contract.

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

40. TERM OF CONTRACT

- 40.1 The term of this Contract is for two years. 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



## Village of Downers Grove

information will be available in the detailed specifications or special conditions sections.

**41. TERMINATION OF CONTRACT**

41.1 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.

41.2 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 Purchasing Manager 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 Purchasing Manager 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.

**42. BILLING & PAYMENT PROCEDURES**

42.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove 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's 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 Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor 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.

42.2 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 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.

42.3 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.

42.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801

## Village of Downers Grove

Burlington, Downers Grove, IL 60515.

**43. RELATIONSHIP BETWEEN THE BIDDER AND THE VILLAGE**

43.1 The relationship between the Village and the Bidder 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.

**44. STANDARD OF CARE**

44.1 Any services performed by Bidder 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.

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

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

**45. SUCCESSORS AND ASSIGNS**

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

**46. WAIVER OF CONTRACT BREACH**

46.1 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.

**47. CHANGE ORDERS**

47.1 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, all parties must agree to any change, addition or price increase in writing.

## Village of Downers Grove

47.2 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)

48. SEVERABILITY OF INVALID PROVISIONS

48.1 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.

49. GOVERNING LAW

49.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

50. NOTICE

50.1 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 Bidder as specified on the Contract Form.

51. AMENDMENT

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

52. COOPERATION WITH FOIA COMPLIANCE

52.1 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.

## Village of Downers Grove

**III. DETAIL SPECIFICATIONS**

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

The Village would prefer to award the contract to a single vendor to provide all uniforms and equipment specified. However, the Village may consider and shall have the right to award two or more contracts to multiple vendors if the contracts can be divided reasonably according to items.

**Supplier Qualifications:** The Supplier shall be required before the award of any contract to show to the complete satisfaction of the Police Chief or designee that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner. The Police 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.

The Supplier shall have a physical store location within 30 miles of the Village's Police Department, 825 Burlington Ave., Downers Grove, Illinois.

**Samples:** Evidence in the form of samples may be requested. Such samples are to be furnished only upon request of the Village. If samples should be requested, such samples must be received by the Village no later than ten (10) days after formal request is made. When required, the Village may request full demonstrations of any item(s) prior to the award of any contract. Samples, when requested, must be furnished free of any expense to the Village, and if not used in testing or destroyed, will upon request, within thirty (30) days of receipt by the Village be returned at the Supplier's expense.

**Quality of Uniform Items:** All items covered by this request for proposal shall be new and not be considered "defects" or "seconds". The items provided must be new, of the best quality and highest grade of workmanship. Material equal to or exceeding the minimum standards of performance, strength, efficiency, effectiveness, and life shall be evaluated on merit and acceptability for the purposes of this contract.

## Village of Downers Grove

**Costs:** Costs proposed shall include all costs to manufacture, prepare and deliver the uniforms and equipment as specified in the item description. Where specified, the item cost shall include all costs for sewing patches. The undersigned hereby affirms and states that the prices provided herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, 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.

**Delivery Requirements:** The undersigned hereby affirms and states that the prices listed as "Delivered" are the unit and total costs for the delivery of item(s) of specified materials. All uniform and equipment orders shall be processed and delivered to the Village of Downers Grove Police Department within 14 days of the receipt of the order at no expense to the Village. Items on backorder shall be delivered within 30 days of the receipt of the order. If an order is outstanding after 30 days the Supplier will compensate the Village by refunding or crediting the Village or Officer 10% of the total cost of the original order. Item prices shall include delivery costs.

**Alterations:** Supplier will include in the bid costs, the hemming of trousers and the sewing of department patches 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 as 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.

**Warranties:** Supplier shall furnish manufacturer's warranties against faulty workmanship or materials for a minimum period of twelve (12) months, 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 for labor, equipment, materials, or rental for all materials provided. If manufacturer's or vendor's standard warranties exceed these requirements for specific components, 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 new garments, the Village may recover by requiring the Supplier to replace any and all such items at no cost to the Village.

**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.

**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.

## Village of Downers Grove

Prices quoted herein shall remain in effect from January 1, 2015 through December 31, 2015

ITEM DESCRIPTION	PRICE	VENDOR #
<i>HATS – Estimated Quantity 10 Each Style</i>		
1. Trooper-Style Fur Cap: Insulated Quilted Lining-Navy Blue	1. \$20.95	Your # 195
2. 5-Star Cap: Silver or Gold Cap Strap-Navy Blue	2. \$45.50	Your # 5SWNV
3. Watch Cap: Black	3. \$13.50	Your # 125-BLK
<i>SHIRTS – Estimated Quantity 25 Each Style</i>		
4. Elbeco or Blauer: 75% Polyester/25% Wool Permanent Press, Backed-in Military Creases, Pleated Pockets w/Velcro Fasteners, Epaulets, Long and Short Sleeves, Men's and Women's Sizes, Service Bars Optional on Long Sleeve Shirts, Navy Blue, Light Blue, White	4. \$63.55 \$56.65	Your # 8450 #8460
5. Elbeco or Blauer Poly Rayon Lycra Shirts: Permanent Press, Backed-in Military Creases, Pleated Pockets w/Velcro Fasteners, Epaulets, Long and Short Sleeves, Men's and Women's Sizes, Service Bars Optional on Long Sleeve Shirts, Navy Blue, White	5. \$53.55 \$47.00	Your # 8900 #8910

## Village of Downers Grove

6. Elbeco Tex-Trop Duty Shirts:	6. \$36.00	Your # 3310 - S/S White
100% Polyester, Permanent Press, Backed-in Military	\$37.95	#310 - L/S White
Creases, Pleated Pockets w/Velcro	\$36.00	#3314 - S/S Navy
Fasteners, Epaulets, Long and Short	\$37.95	#314 - L/S Navy
Sleeves, Men's and Women's Sizes,	\$36.00	#3313 - S/S Lt. Blue
Service Bars Optional on Long Sleeve	\$37.95	#313 - L/S Lt. Blue
Shirts, Navy Blue, Light Blue, White		

7. Elbeco Paragon Plus Shirts:	7. \$31.00	Your # P868 - S/S
65% Polyester/35% Cotton	\$37.00	P878 - L/S
Permanent Press, Backed-in Military		
Creases, Pleated Pockets w/Velcro		
Fasteners, Epaulets, Long and Short		
Sleeves, Men's and Women's Sizes,		
Service Bars Optional on Long Sleeve		
Shirts, Light Blue		

*TURTLENECKS – Estimated Quantity 12 Each Style*

8. Blauer Stretch Turtleneck:	8. \$35.65	Your # 8100X-NB
½" DGPD Embroidered on Collar,		
Off Center to the Left, White, Gold		
9. Mock Turtleneck Dickies	9. \$15.25	Your # 8119X-NB
½" DGPD Embroidered on Collar,		
Off Center to the Left, White, Gold		
10. Mock Turtleneck:	10. \$35.65	Your # 8110X
½" DGPD Embroidered on Collar,		
Off Center to the Left, White, Gold		

*PANTS – Estimated Quantity 25 Each Style*

11. 75% Polyester/25% Wool	11. \$66.50	Your # 8560
(To be matched to the Flying Cross		
Shirt), Male and Female Size and		
Style, Navy Blue		

## Village of Downers Grove

12. 100% Textured Dacron Polyester Knit: Wash and Wear, No Stripe, Flare Bottom, No Cuff, Male and Female Size and Style, Navy Blue	<u>12. \$38.95</u>	<u>Your # E314R</u>
13. Flying Cross #38200 (To Match Flying Cross Dress Blouse) Navy	<u>13. \$39.90</u>	<u>Your # 38200</u>
14. Blauer #8565 Cargo Pocket 75% Polyester, 25% Wool Dark Navy	<u>14. \$76.50</u>	<u>Your # 8565-NB</u>
15. Polyester/Rayon Cargo Pocket: 65% Polyester, 35%, Rayon Quarter Top Pockets, Dark Navy	<u>15. \$68.00</u>	<u>Your # 8980-NB</u>
16. Blauer Streetgear Shorts Male and Female Sizes and Style Navy Blue, Black	<u>16. \$54.60</u>	<u>Your # 8841-1X-NB</u>
<i>TIE – Estimated Quantity 3 Each Style</i>		
17. Clip-on Style Metal Catch w/Buttonhole, Navy Blue	<u>17. \$6.85</u>	<u>Your # 90010</u>
<i>OUTERWEAR – Estimated Quantity 15 Each Style</i>		
18. Leather Jacket Chicago-Style, Navy, Black	<u>18. \$259.00</u>	<u>Your # 4450-BK</u>
19. Blauer 9010Z Gore-Tex Cruiser Jacket Navy	<u>19. \$375.00</u>	<u>Your # 9910Z-NB</u>
20. Blauer TNT Series Light Weight Jacket Navy-model 6110	<u>20. \$129.00</u>	<u>Your # 6110-NB</u>



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21. Spiewak Soft Shell Jacket/Liner Navy - Model S318Z-011	<u>21. \$99.00</u>	<u>Your # S318Z-011</u>
22. Spiewak Outer Shell Duty Jacket Navy - SH3466	<u>22. \$149.00</u>	<u>Your # SH3466-011</u>
23. Blauer Sweater: Embroidered Patch on Left Breast, Patches on Sleeves, Navy		
a. #205 Without Liner	<u>23a. \$59.50</u>	<u>Your # 205-NB</u>
b. #205XER With Liner	<u>23b. \$120.00</u>	<u>Your # 205XOR-NB</u>
24. Blauer V-Neck Fleece Sweater: Embroidered Patch on Left Breast, Patches on Sleeves, Navy-model 210	<u>24. \$69.00</u>	<u>Your # 210</u>
	<u>    \$87.00</u>	<u>    #225</u>
25. Flying Cross Dress Blouse: #38800 Lined Coat Navy	<u>25. \$146.00</u>	<u>Your # 38800</u>
26. Reversible Raincoat: Black/Fluorescent Yellow, Reversible twill	<u>26. \$99.00</u>	<u>Your # 26990-BKY</u>
27. Cap Cover: Black Nylon Estimated Quantity of 10	<u>27. \$7.00</u>	<u>Your # 107-BKYL</u>
28. Gloves: Insulated Ski Glove-fine grain leather, full cut W/Plain Back	<u>28. \$28.35</u>	<u>Your # NS430L</u>
29. Under Armor Cold Gear Cap with Liner	<u>29. \$32.50</u>	<u>Your # 121973X</u>
30. CALEA Logo Name Tags:		
a. Brushed Silver or Gold	<u>30a. \$18.85</u>	<u>Your # J3-GB/A8408</u>
b. Polished Silver or Gold	<u>30b. \$18.85</u>	<u>Your # J2-S</u>
Estimated Quantity of 15		

## Village of Downers Grove

## 31. Serving Since Pins:

a. Brushed Silver or Gold	<u>31a. \$12.55</u>	<u>Your # YTS</u>
b. Polished Silver or Gold	<u>31b. \$12.55</u>	<u>Your # YTS</u>
Estimated Quantity of 5		

## 32. Shoes:

Men's and Women's Sizes

a. Bates Corfam	<u>32a. \$93.00</u>	<u>Your #942</u>
b. Thorogood Leather Black Shoe	<u>32b. \$105.00</u>	<u>Your # 932</u>
c. Insulated Waterproof Boot	<u>32c. \$117.00</u>	<u>Your #2268</u>
d. Dress Oxford	<u>32d. \$51.00</u>	<u>Your # 22141</u>

Estimated Quantity of 20 Various Styles

## 33. Police Patches:

Vendor Supplied

Price Per Patch	<u>33. \$2.55</u>	<u>Your # KDED209</u>
# of Patches per Loom		

*BELTS – Estimated Quantity of 15 Each Style*

## 34. Sam Browne Belt

Basket Weave, Leather w/Buckle

a. Bianchi	<u>34a. No Bid</u>	<u>Your # No Bid</u>
b. Safariland	<u>34b. \$76.00</u>	<u>Your # 875</u>
c. Boston	<u>34c. \$69.50</u>	<u>Your # 6501-3</u>

## 35. Sam Browne Belt

Basket Weave, Leather w/o Buckle

a. Bianchi	<u>35a. No Bid</u>	<u>Your # No Bid</u>
b. Safariland	<u>35b. \$75.00</u>	<u>Your # 94</u>
c. Boston	<u>35c. No Bid</u>	<u>Your # No Bid</u>

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36. Garrison Belt		
Basket Weave, Leather		
a. Bianchi	<u>36a. No Bid</u>	<u>No Bid</u>
b. Safariland	<u>36b. \$36.50</u>	<u>Your # 51-x-41</u>
c. Boston	<u>36c. \$26.50</u>	<u>Your # 6505-3</u>
 <i>MISCELLANEOUS – Estimated Quantity of 15 Each Item</i>		
37. Belt Keepers	<u>37. \$12.55</u>	<u>Your #65-4-4</u>
Black Basket Weave, Velcro or Snap		
38. Leather Microphone Strap	<u>38. \$8.95</u>	<u>Your # 5467-3</u>
Velcro or Snap (Silver or Gold) feature, Black		
39. Handcuffs	<u>39. \$24.95</u>	<u>Your #350103</u>
Welded Chain, Stainless Steel		
40. Hand Cuff Case	<u>40. \$33.95</u>	<u>Your # 90-4</u>
Basket Weave, Open Top or Snap Closure		
41. Collapsible Baton (ASP)		
Black Chrome		
a. 21" Baton	<u>41a. \$82.00</u>	<u>Your # 52411</u>
b. 26" Baton	<u>41b. \$86.00</u>	<u>Your # 52611</u>
42. ASP Holder	<u>42. \$24.00</u>	<u>Your # F21-2</u>
Basket Weave		
43. Key Ring Holder	<u>43. \$14.00</u>	<u>Your # 168-4</u>
Basket Weave, Double Snap		
44. Mace		
Less than 18% Oleoresin Capsicum Solution (or Sabre Red)		
a. 3.0 Ounce	<u>44a. \$11.50</u>	<u>Your #50H2010</u>
b. 1.47 Ounce	<u>44b. \$16.00</u>	<u>Your #52H2030</u>

## Village of Downers Grove

45. Mace Canister Holder:		
a. 1.47 Oz., Black Basket Weave, Closed Snap (Silver or Gold) Top	<u>45a. \$32.55</u>	<u>Your #38-4</u>
b. 3.0 Oz., Black Basket Weave, Closed Snap (Silver or Gold) Top	<u>45a. \$32.55</u>	<u>Your #38-4</u>
46. Latex Glove Pouch Basket Weave	<u>46. \$13.65</u>	<u>Your #5640V-3</u>
47. Security Holster		
a. Safariland Level II	<u>47a. \$132.00</u>	<u>Your #6280</u>
b. Safariland Level III	<u>47b. \$132.00</u>	<u>Your #6280</u>
48. Magazine Holder Basket Weave		
a. Open Top	<u>48a. \$36.00</u>	<u>Your #73</u>
b. Snap Top	<u>48b. \$40.95</u>	<u>Your #77</u>
49. Riot Helmet W/Chin Cup and Nap Pad	<u>49. \$112.00</u>	<u>Your #9005LT</u>
50. Motorola APX 7000 Radio Holder Basket weave, swivel	<u>50. \$23.00</u>	<u>Your #5487-3</u>

## Village of Downers Grove

Prices quoted herein shall remain in effect from January 1, 2016 through December 31, 2016

ITEM DESCRIPTION	PRICE	VENDOR #
<i>HATS – Estimated Quantity 10 Each Style</i>		
1. Trooper-Style Fur Cap: Insulated Quilted Lining-Navy Blue	1. \$20.95	Your # 195
2. 5-Star Cap: Silver or Gold Cap Strap-Navy Blue	2. \$45.50	Your # 5SWNV
3. Watch Cap: Black	3. \$13.50	Your # 125-BLK
<i>SHIRTS – Estimated Quantity 25 Each Style</i>		
4. Elbeco or Blauer: 75% Polyester/25% Wool Permanent Press, Backed-in Military Creases, Pleated Pockets w/Velcro Fasteners, Epaulets, Long and Short Sleeves, Men's and Women's Sizes, Service Bars Optional on Long Sleeve Shirts, Navy Blue, Light Blue, White	4. \$63.55 \$56.65	Your # 8450 #8460
5. Elbeco or Blauer Poly Rayon Lycra Shirts: Permanent Press, Backed-in Military Creases, Pleated Pockets w/Velcro Fasteners, Epaulets, Long and Short Sleeves, Men's and Women's Sizes, Service Bars Optional on Long Sleeve Shirts, Navy Blue, White	5. \$53.55 \$47.00	Your # 8900 #8910
6. Elbeco Tex-Trop Duty Shirts: 100% Polyester, Permanent Press, Backed-in Military Creases, Pleated Pockets w/Velcro Fasteners, Epaulets, Long and Short Sleeves, Men's and Women's Sizes, Service Bars Optional on Long Sleeve	6. \$36.00 \$37.95 \$36.00 \$37.95 \$36.00 \$37.95	Your #3310 - S/S White #310 - L/S White #3314 - S/S Navy #314 - L/S Navy #3313 - S/S Lt. Blue #313 - L/S Lt. Blue

## Village of Downers Grove

7.	Shirts, Navy Blue, Light Blue, White Elbeco Paragon Plus Shirts: 65% Polyester/35% Cotton Permanent Press, Backed-in Military Creases, Pleated Pockets w/Velcro Fasteners, Epaulets, Long and Short Sleeves, Men's and Women's Sizes, Service Bars Optional on Long Sleeve Shirts, Light Blue	<u>7. \$31.00</u> <u>\$37.00</u>	<u>Your # P868 - S/S</u> <u>P878 - L/S</u>
----	---	-------------------------------------	---

*TURTLENECKS - Estimated Quantity 12 Each Style*

8.	Blauer Stretch Turtleneck: ½" DGPD Embroidered on Collar, Off Center to the Left, White, Gold	<u>8. \$35.65</u>	<u>Your #8100X-NB</u>
9.	Mock Turtleneck Dickies ½" DGPD Embroidered on Collar, Off Center to the Left, White, Gold	<u>9. \$15.25</u>	<u>Your #8119X-NB</u>
10.	Mock Turtleneck: ½" DGPD Embroidered on Collar, Off Center to the Left, White, Gold	<u>10. \$35.65</u>	<u>Your #8110X</u>

*PANTS - Estimated Quantity 25 Each Style*

11.	75% Polyester/25% Wool (To be matched to the Flying Cross Shirt), Male and Female Size and Style, Navy Blue	<u>11. \$66.50</u>	<u>Your #8560</u>
12.	100% Textured Dacron Polyester Knit: Wash and Wear, No Stripe, Flare Bottom, No Cuff, Male and Female Size and Style, Navy Blue	<u>12. \$38.95</u>	<u>Your #E314R</u>
13.	Flying Cross #38200 (To Match Flying Cross Dress Blouse) Navy	<u>13. \$39.90</u>	<u>Your #38200</u>

## Village of Downers Grove

14. Blauer #8565 Cargo Pocket 75% Polyester, 25% Wool Dark Navy	<u>14. \$76.50</u>	<u>Your #8565-NB</u>
15. Polyester/Rayon Cargo Pocket: 65% Polyester, 35%, Rayon Quarter Top Pockets, Dark Navy	<u>15. \$68.00</u>	<u>Your #8980-NB</u>
16. Blauer Streetgear Shorts Male and Female Sizes and Style Navy Blue, Black  <i>TIE – Estimated Quantity 3 Each Style</i>	<u>16. \$54.60</u>	<u>Your #8841-1X-NB</u>
17. Clip-on Style Metal Catch w/Buttonhole, Navy Blue  <i>OUTERWEAR – Estimated Quantity 15 Each Style</i>	<u>17. \$6.85</u>	<u>Your # 90010</u>
18. Leather Jacket Chicago-Style, Navy, Black	<u>18. \$259.00</u>	<u>Your #4450-BK</u>
19. Blauer 9010Z Gore-Tex Cruiser Jacket Navy	<u>19. \$375.00</u>	<u>Your #9910Z-NB</u>
20. Blauer TNT Series Light Weight Jacket Navy-model 6110	<u>20. \$129.00</u>	<u>Your #6110-NB</u>
21. Spiewak Soft Shell Jacket/Liner Navy - Model S318Z-011	<u>21. \$99.00</u>	<u>Your #S318Z-011</u>
22. Spiewak Outer Shell Duty Jacket Navy - SH3466	<u>22. \$149.00</u>	<u>Your # SH3466-011</u>

## Village of Downers Grove

23. Blauer Sweater: Embroidered Patch on Left Breast, Patches on Sleeves, Navy		
a. #205 Without Liner	<u>23a. \$59.50</u>	<u>Your # 205</u>
b. #205XER With Liner	<u>23b. \$120.00</u>	<u>Your #205XOR-NB</u>
24. Blauer V-Neck Fleece Sweater: Embroidered Patch on Left Breast, Patches on Sleeves, Navy-model 210	<u>24. \$69.00</u> <u>\$87.00</u>	<u>Your # 210</u> <u>#225</u>
25. Flying Cross Dress Blouse: #38800 Lined Coat Navy	<u>25. \$146.00</u>	<u>Your # 38800</u>
26. Reversible Raincoat: Black/Fluorescent Yellow, Reversible twill	<u>26. \$99.00</u>	<u>Your #26990-BK/Y</u>
27. Cap Cover: Black Nylon Estimated Quantity of 10	<u>27. \$7.00</u>	<u>Your # 107-BK/YL</u>
28. Gloves: Insulated Ski Glove-fine grain leather, full cut W/Plain Back	<u>28. \$28.35</u>	<u>Your # NS430L</u>
29. Under Armor Cold Gear Cap with Liner	<u>29. \$32.50</u>	<u>Your # 121973X</u>
30. CALEA Logo Name Tags:		
a. Brushed Silver or Gold	<u>30a. \$18.85</u>	<u>Your # J3-GB/A8408</u>
b. Polished Silver or Gold Estimated Quantity of 15	<u>30b. \$18.85</u>	<u>Your # J2-S</u>
31. Serving Since Pins:		
a. Brushed Silver or Gold	<u>31a. \$12.55</u>	<u>Your # YTS</u>
b. Polished Silver or Gold Estimated Quantity of 5	<u>31b. \$12.55</u>	<u>Your # YTS</u>



## Village of Downers Grove

32. Shoes:  
Men's and Women's Sizes
- |                                 |                      |                    |
|---------------------------------|----------------------|--------------------|
| a. Bates Corfam                 | <u>32a. \$93.00</u>  | <u>Your #942</u>   |
| b. Thorogood Leather Black Shoe | <u>32b. \$105.00</u> | <u>Your #932</u>   |
| c. Insulated Waterproof Boot    | <u>32c. \$117.00</u> | <u>Your #2268</u>  |
| d. Dress Oxford                 | <u>32d. \$51.00</u>  | <u>Your #22141</u> |
- Estimated Quantity of 20 Various Styles
33. Police Patches:  
Vendor Supplied
- |                       |                   |                      |
|-----------------------|-------------------|----------------------|
| Price Per Patch       | <u>33. \$2.55</u> | <u>Your #KDED209</u> |
| # of Patches per Loom |                   |                      |
- BELTS – Estimated Quantity of 15 Each Style*
34. Sam Browne Belt  
Basket Weave, Leather w/Buckle
- |               |                      |                      |
|---------------|----------------------|----------------------|
| a. Bianchi    | <u>34a. \$No Bid</u> | <u>Your # No Bid</u> |
| b. Safariland | <u>34b. \$76.00</u>  | <u>Your #875</u>     |
| c. Boston     | <u>34c. \$69.50</u>  | <u>Your #6501-3</u>  |
35. Sam Browne Belt  
Basket Weave, Leather w/o Buckle
- |               |                     |                     |
|---------------|---------------------|---------------------|
| a. Bianchi    | <u>35a. No Bid</u>  | <u>Your #No Bid</u> |
| b. Safariland | <u>35b. \$75.00</u> | <u>Your #94</u>     |
| c. Boston     | <u>35c. No Bid</u>  | <u>Your #No Bid</u> |
36. Garrison Belt  
Basket Weave, Leather
- |               |                     |                      |
|---------------|---------------------|----------------------|
| a. Bianchi    | <u>36a. No Bid</u>  | <u>No Bid</u>        |
| b. Safariland | <u>36b. \$36.50</u> | <u>Your #51-x-41</u> |
| c. Boston     | <u>36c. \$26.50</u> | <u>Your #6505-3</u>  |

## Village of Downers Grove

*MISCELLANEOUS – Estimated Quantity of 15 Each Item*

37. Belt Keepers Black Basket Weave, Velcro or Snap	<u>37. \$12.55</u>	<u>Your #65-4-4</u>
38. Leather Microphone Strap Velcro or Snap (Silver or Gold) feature, Black	<u>38. \$8.95</u>	<u>Your #5467-3</u>
39. Handcuffs Welded Chain, Stainless Steel	<u>39. \$24.95</u>	<u>Your #350103</u>
40. Hand Cuff Case Basket Weave, Open Top or Snap Closure	<u>40. \$33.95</u>	<u>Your #90-4</u>
41. Collapsible Baton (ASP) Black Chrome		
a. 21" Baton	<u>41a. \$82.00</u>	<u>Your # 52411</u>
b. 26" Baton	<u>41b. \$86.00</u>	<u>Your # 52611</u>
42. ASP Holder Basket Weave	<u>42. \$24.00</u>	<u>Your # F21-2</u>
43. Key Ring Holder Basket Weave, Double Snap	<u>43. \$14.00</u>	<u>Your #168-4</u>
44. Mace Less than 18% Oleoresin Capsicum Solution (or Sabre Red)		
a. 3.0 Ounce	<u>44a. \$11.50</u>	<u>Your #50H2010</u>
b. 1.47 Ounce	<u>44b. \$16.00</u>	<u>Your #52H2030</u>
45. Mace Canister Holder:		
a. 1.47 Oz., Black Basket Weave, Closed Snap (Silver or Gold) Top	<u>45a. \$32.55</u>	<u>Your # 38-4</u>
b. 3.0 Oz., Black Basket Weave, Closed Snap (Silver or Gold) Top	<u>45a. \$32.55</u>	<u>Your #38-4</u>
46. Latex Glove Pouch Basket Weave	<u>46. \$13.65</u>	<u>Your # 5640V-3</u>

## Village of Downers Grove

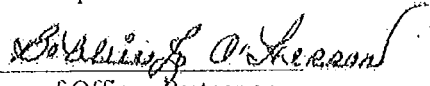
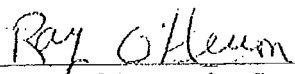
47. Security Holster		
a. Safariland Level II	<u>47a. \$132.00</u>	<u>Your #6280</u>
b. Safariland Level III	<u>47b. \$132.00</u>	<u>Your #6280</u>
48. Magazine Holder		
Basket Weave		
a. Open Top	<u>48a. \$36.00</u>	<u>Your #73</u>
b. Snap Top	<u>48b. \$40.95</u>	<u>Your #77</u>
49. Riot Helmet	<u>49. \$112.00</u>	<u>Your # 9005LT</u>
W/Chin Cup and Nap Pad		
50. Motorola APX 7000 Radio Holder	<u>50. \$23.00</u>	<u>Your # 5487-3</u>
Basket weave, swivel		

Village of Downers Grove

**IV. BID/CONTRACT FORM**

**\*\*\*THIS BID 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 Bid Is To Be Considered For Award**

<b>BIDDER:</b>	
<u>Ray O'Herron Co., Inc.</u> Company Name	Date: <u>10/24/2014</u>
<u>1600 75th Street</u> Street Address of Company	<u>rayoherron@oherron.com</u> Email Address
<u>Downers Grove, IL 60516</u> City, State, Zip	<u>Dan Yara</u> Contact Name (Print)
<u>800-223-2097</u> Business Phone	<u>708-710-3396</u> 24-Hour Telephone
<u>888-223-3235</u> Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation	<u>Bobbie Jo O'Herron President</u> Print Name & Title
 Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid 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

*MUNICIPAL REFERENCE LIST*

Municipality: Naperville Police Department  
 Address: 1350 Auroa Ave Naperville, IL 60566-7020  
 Telephone # 630-420-6111  
 Contact Name Hilda Godinez

Municipality Addison Police Department  
 Address: Three Friendship Plaza Addison, IL 60101  
 Telephone # 630-543-3080  
 Contact Name Barbara Marrazzo

Municipality: Elmhurst Police Department  
 Address: 125 E 1st Street Elmhurst, IL 60126  
 Telephone # 630-530-3113  
 Contact Name Jennifer McKeown

Municipality: City of Park Ridge, Police Department  
 Address: 505 Butler Place Park Ridge, IL 60068  
 Telephone # 847-318-5200  
 Contact Name Shirley Patras

Municipality: Darien Police Department  
 Address: 1701 Plainfield Road Darien, IL 60561  
 Telephone # 630-971-3999  
 Contact Name Carol Kopla

Municipality: Bolingbrook Police Department  
 Address: 375 W Briarcliff Bolingbrook, IL 60440  
 Telephone # 630-226-8600  
 Contact Name Kathy Tomlinson

Municipality \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone # \_\_\_\_\_  
 Contact Name \_\_\_\_\_

Municipality \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone # \_\_\_\_\_  
 Contact Name \_\_\_\_\_

Village of Downers Grove



VENDOR W-9 REQUEST FORM

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: Ray O'Herron Co., Inc.

ADDRESS: 1600 75th Street

CITY: Downers Grove

STATE: Illinois

ZIP: 60516

PHONE: 800-223-2097 FAX: 888-223-3235

TAX ID #(TIN): 37-0916018

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Ray O'Herron Co., Inc.

ADDRESS: 3549 N Vermilion Street PO Box 1070

CITY: Danville

STATE: IL ZIP: 61834-1070

TYPE OF ENTITY (CIRCLE ONE):

- |                      |   |
|----------------------|---|
| Individual           | Limited Liability Company -Individual/Sole Proprietor |
| Sole Proprietor      | Limited Liability Company-Partnership                 |
| Partnership          | Limited Liability Company-Corporation                 |
| Medical              | <u>Corporation</u>                                    |
| Charitable/Nonprofit | Government Agency                                     |

SIGNATURE: *William O'Herron* DATE: 10/24/2014

Village of Downers Grove

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Police Uniforms & Equipment Bid Bidder Ray O'Herron Co., Inc. hereby certifies  
(Name of Project) (Name of Bidder)  
the following:

1. Bidder 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. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder 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;
4. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder 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. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

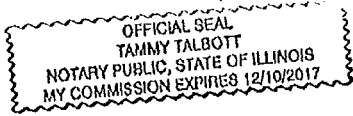
BY: [Signature]  
Bidder's Authorized Agent

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FEDERAL TAXPAYER IDENTIFICATION NUMBER  
OR \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 24th day of October,  
2014.

[Signature]  
Notary Public



Village of Downers Grove

BIDDER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Ray O'Herron Co., Inc., and the full names of its Officers are as follows:

President: Bobbie Jo O'Herron

Secretary: Ray O'Herron

Treasurer: Bobbie Jo O'Herron

and it does have a corporate seal. (In the event that this Bid 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:

Four horizontal lines for signatures and addresses.

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 Bidder or Supplier 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



## Village of Downers Grove

## BIDDER'S CERTIFICATION (page 3 of 3)

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 Old National Insurance

AGENT Charlene Mornout

Street Address 2 W Main Street

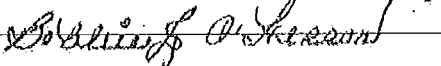
City, State, Zip Code Danville, IL 61832

Telephone Number ( 217) 477-5380

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

Print Name of Company: Ray O'Herron Co., Inc.

Print Name and Title of Authorizing Signature: Bobbie Jo O'Herron President

Signature: 

Date: 10/24/2014

Village of Downers Grove

**Apprenticeship and Training Certification**

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: \_\_\_\_\_

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the Bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.

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

The requirements of this certification and disclosure are a material part of the Contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## Village of Downers Grove

<b>BUY AMERICA CERTIFICATION</b>
----------------------------------

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

*Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

<b><i>Certificate of Compliance</i></b>
---

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

<b><i>Certificate of Non-Compliance</i></b>
---

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

## Village of Downers Grove

<b>Suspension or Debarment Certificate</b>
--

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

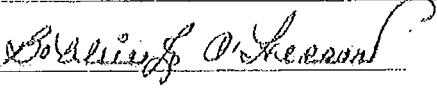
Company Name: Ray O'Herron Co., Inc.

Address: 1600 75th Street

City: Downers Grove Zip Code: 60516

Telephone: ( 800 ) 223-2097 Fax Number: ( 888 ) 223-3235

E-mail Address: rayoherron@oherron.com

Authorized Company Signature: 

Print Signature Name: Bobbie Jo O'Herron Title of Official: President

Date: 10/24/2014

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 bid 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 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.

*Bobbie Jo O'Herron*  
Signature

Bobbie Jo O'Herron  
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

## RAY O'HERRON COMPANY, INC

## SEXUAL HARRASSMENT POLICY

IT IS THE RESPONSIBILITY OF EACH INDIVIDUAL EMPLOYEE TO REFRAIN FROM SEXUAL HARASSMENT. IT IS THE RIGHT OF EACH INDIVIDUAL EMPLOYEE TO WORK IN AN ENVIRONMENT FREE FROM SEXUAL HARASSMENT.

DEFINITION OF SEXUAL HARASSMENT

ACCORDING TO THE ILLINOIS HUMAN RIGHTS ACT, SEXUAL HARASSMENT IS DEFINED AS:

- (1) SUBMISSION TO SUCH CONDUCT IS MADE EITHER EXPLICITLY OR IMPLICITLY A TERM OR CONDITION OF AN INDIVIDUAL'S EMPLOYMENT.
- (2) SUBMISSION TO OR REJECTION OF SUCH CONDUCT BY AN INDIVIDUAL IS USED AS THE BASIS FOR EMPLOYMENT DECISION AFFECTING SUCH INDIVIDUAL.
- (3) SUCH CONDUCT HAS THE PURPOSE OR EFFECT OF SUBSTANTIALLY INTERFERING WITH AN INDIVIDUAL'S WORK PERFORMANCE OR CREATING AN INTIMIDATING, HOSTILE OR OFFENSIVE WORKING ENVIRONMENT.

THE COURTS HAVE DETERMINED THAT SEXUAL HARASSMENT IS A FORM OF DISCRIMINATION UNDER THE TITLE VII OF THE US CIVIL RIGHTS ACT OF 1964 AS AMENDED IN 1991.

ONE SUCH EXAMPLE IS A CASE WHERE A QUALIFIED INDIVIDUAL IS DENIED EMPLOYMENT OPPORTUNITY AND BENEFITS BECAUSE HE/SHE WILL NOT SUBMIT TO SEXUAL ADVANCES OR FAVORS, THAT ARE, INSTEAD, AWARDED TO AN INDIVIDUAL WHO SUBMITS VOLUNTARILY OR UNDER COERCION. ANOTHER EXAMPLE IS WHERE AN INDIVIDUAL MUST SUBMIT TO UNWELCOME SEXUAL CONDUCT IN ORDER TO RECEIVE AN EMPLOYMENT OPPORTUNITY.

OTHER CONDUCT COMMONLY CONSIDERED TO BE SEXUAL HARASSMENT INCLUDES:

VERBAL: SEXUAL INNUENDO, SUGGESTIVE COMMENTS, INSULTS, HUMOR AND JOKES ABOUT SEX ANATOMY OR GENDER SPECIFIC TRAITS, SEXUAL PROPOSITIONS, THREATS, REPEATED REQUESTS FOR DATES OR STATEMENTS ABOUT OTHER EMPLOYEES, EVEN OUTSIDE OF THEIR PRESENCE OF A SEXUAL NATURE.

NON-VERBAL: SUGGESTIVE OR INSULTING SOUNDS, WHISTLING, LEERING, OBSCENE GESTURES, SEXUALLY SUGGESTIVE BODILY GESTURES, "CATCALLS", SMACKING OR KISSING NOISES.

VISUAL: POSTERS, SIGNS, PIN-UP OR SLOGANS OF A SEXUAL NATURE.

PHYSICAL: TOUCHING, UNWELCOME HUGGING, KISSING, PINCHING, BRUSHING THE BODY, COERCED SEXUAL INTERCOURSE OR ACTUAL ASSAULT.

SEXUAL HARASSMENT MOST FREQUENTLY INVOLVES A MAN HARASSING A WOMAN, HOWEVER, IT CAN ALSO INVOLVE A WOMAN HARASSING A MAN OR HARASSMENT BETWEEN MEMBERS OF THE SAME GENDER.

THE MOST SEVERE AND OVERT FORMS OF SEXUAL HARASSMENT ARE EASIER TO DETERMINE. ON THE OTHER END OF THE SPECTRUM, SOME SEXUAL HARASSMENT IS MORE SUBTLE AND DEPENDS TO SOME EXTENT ON THE INDIVIDUAL PERCEPTION AND INTERPRETATION. THE TREND IN THE COURTS IS TO ASSESS SEXUAL HARASSMENT BY A STANDARD OF WHAT WOULD OFFEND A "REASONABLE VICTIM".

AN EXAMPLE OF THE MOST SUBTLE FORM OF SEXUAL HARASSMENT IS THE USE OF ENDEARMENTS. THE USE OF TERMS SUCH AS "HONEY", "DARLING" AND "SWEETHEART" IS OBJECTIONABLE TO MANY WOMEN WHO BELIEVE THAT THESE TERMS UNDERMINE THEIR AUTHORITY AND THEIR ABILITY TO DEAL WITH MEN ON AN EQUAL AND PROFESSIONAL LEVEL.

ANOTHER EXAMPLE IS THE USE OF A COMPLIMENT THAT COULD POTENTIALLY BE INTERPRETED AS SEXUAL IN NATURE. BELOW ARE THREE STATEMENTS WHICH MIGHT BE MADE ABOUT THE APPEARANCE OF A WOMAN IN WORKPLACE:

"THAT'S AN ATTRACTIVE DRESS YOU HAVE ON."

"THAT'S AN ATTRACTIVE DRESS. IT REALLY LOOKS GOOD ON YOU."

"THAT'S AN ATTRACTIVE DRESS—YOU REALLY FILL IT OUT WELL."

THE FIRST STATEMENT APPEARS TO BE SIMPLY A COMPLIMENT. THE LAST IS MOST LIKELY TO BE PERCEIVED AS SEXUAL HARASSMENT, DEPENDING ON INDIVIDUAL PERCEPTIONS AND VALUES. TO AVOID THE POSSIBILITY OF OFFENDING AN EMPLOYEE, IT IS BEST TO FOLLOW A COURSE OF CONDUCT ABOVE REPROACHOR TO ERR ON THE SIDE OF CAUTION.

#### RESPONSIBILITY OF INDIVIDUAL EMPLOYEES

EACH INDIVIDUAL EMPLOYEE HAS THE RESPONSIBILITY TO REFRAIN FROM SEXUAL HARASSMENT IN THE WORKPLACE.

AN INDIVIDUAL EMPLOYEE WHO SEXUALLY HARASSES A FELLOW WORKER IS LIABLE FOR HIS/HER CONDUCT.

THE HARASSING EMPLOYEE WILL BE SUBJECT TO DISCIPLINARY ACTIONS UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

#### RESPONSIBILITY OF SUPERVISORY PERSONNEL

EACH SUPERVISOR IS RESPONSIBLE FOR MAINTAINING THE WORKPLACE FREE OF SEXUAL HARASSMENT. THIS IS ACCOMPLISHED BY PROMOTING A PROFESSIONAL ENVIRONMENT AND BY DEALING WITH SEXUAL HARASSMENT AS WITH ALL OTHER FORMS OF EMPLOYEE MISCONDUCT.

THE COURTS HAVE FOUND THAT ORGANIZATIONS AS WELL AS SUPERVISORS CAN BE HELD LIABLE FOR DAMAGES RELATED TO SEXUAL HARASSMENT BY A MANAGER, SUPERVISOR, EMPLOYEE OR THIRD PARTY. A THIRD PARTY MAY BE AN INDIVIDUAL WHO IS NOT AN EMPLOYEE BUT DOES BUSINESS WITH A BUSINESS/ORGANIZATION SUCH AS CONTRACTOR, CUSTOMER, SALES REPRESENTATIVE OR REPAIR PERSON.

LIABILITY IS EITHER BASED ON AN ORGANIZATION'S RESPONSIBILITY TO MAINTAIN A CERTAIN LEVEL OF ORDER AND DISCIPLINE, OR ON THE SUPERVISOR ACTING AS AN AGENT OF THE ORGANIZATION. AS SUCH, SUPERVISORS MUST ACT QUICKLY AND RESPONSIBLY NOT ONLY TO MINIMIZE THEIR OWN LIABILITY BUT ALSO THAT OF THE COMPANY.

SPECIFICALLY, A SUPERVISOR MUST ADDRESS AN OBSERVED INCIDENT OF SEXUAL HARASSMENT OR A COMPLAINT WITH SERIOUSNESS, TAKE PROMPT ACTION TO INVESTIGATE IT, REPORT IT, END IT, IMPLEMENT APPROPRIATE DISCIPLINARY ACTION AND OBSERVE STRICTEST CONFIDENTIALITY. THIS ALSO APPLIES TO CASES WHERE AN EMPLOYEE TELLS THE SUPERVISOR ABOUT BEHAVIOR CONSIDERED SEXUAL HARASSMENT BUT DOES NOT WANT TO MAKE A FORMAL COMPLAINT.

IN ADDITION, SUPERVISORS MUST ENSURE THAT NO RETALIATION WILL RESULT AGAINST AN EMPLOYEE MAKING A SEXUAL HARASSMENT COMPLAINT.

THE COMPANY'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER IS TO BE AVAILABLE TO CONSULT WITH SUPERVISORS ON THE PROPER PROCEDURES TO FOLLOW.

#### PROCEDURES FOR FILING A COMPLAINT

AN EMPLOYEE WHO EITHER OBSERVES OR BELIEVES HE/SHE IS THE OBJECT OF SEXUAL HARASSMENT, SHOULD DEAL WITH THE INCIDENT AS DIRECTLY AND FIRMLY AS POSSIBLE BY CLEARLY COMMUNICATING HIS/HER POSITION TO THE SUPERVISOR, EEO OFFICER AND OFFENDING EMPLOYEE.

THE FOLLOWING STEPS MAY ALSO BE TAKEN: DOCUMENTATION OF EACH INCIDENT, NOTING CONVERSATION, ACTIONS, DATE, TIME, LOCATION. DIRECT COMMUNICATION SHOULD BE ACCURATE AND TRUTHFUL.

NO RETALIATION AGAINST COMPLAINANT OR WITNESS WILL BE ALLOWED EVEN IF A COMPLAINT IS MADE AND SUBSTANTIATED COMPLETELY.

THE PROCESS FOR MAKING A COMPLAINT FALLS INTO FOLLOWING STAGES:

DIRECT COMMUNICATION – IF THERE IS SEXUALLY HARASSING BEHAVIOR IN THE WORKPLACE, THE HARASSED EMPLOYEE SHOULD DIRECTLY AND CLEARLY EXPRESS HIS/HER OBJECTIONS THAT THE CONDUCT IS UNWELCOME AND REQUEST THE OFFENDING BEHAVIOR STOP. THE INITIAL MESSAGE MAY BE VERBAL AND IF SUBSEQUENT MESSAGES ARE NEEDED, THEY SHOULD BE PUT IN WRITING.

CONTACT WITH SUPERVIORY PERSONNEL AT THE SAME TIME AS THE DIRECT COMMUNICATION OR IF EMPLOYEE FEELS THREATENED OR INTIMIDATED BY SITUATION. THE PROBLEM MUST BE PROMPTLY REPORTED TO THE IMMEDIATE SUPERVISOR OR EEO OFFICER. IF THE HARASSER IS IMMEDIATE SUPERVISOR, THE REPORT SHOULD BE TAKEN A STEP HIGHER.

FORMAL WRITTEN COMPLAINT SHOULD BE GIVEN DIRECTLY TO EEO OFFICER OR MOST SENIOR MANAGEMENT PERSONNEL FOR FULL INVESTIGATION.



IT IS HOPED MOST SEXUAL HARASSMENT COMPLAINTS CAN BE SETTLED WITHIN THE COMPANY. HOWEVER, A COMPLAINANT HAS THE RIGHT TO CONTACT THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS (IDHR) OR EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) WITH A FORMAL COMPLAINT. COMPLAINTS MUST BE FILED WITHIN 180 DAYS TO IDHR AND 300 DAYS TO EEOC.

ANY COMPLAINANT WHO IS SUDDENLY TRANSFERRED TO A LOWER PAYING JOB OR PASSED OVER FOR A PROMOTION AFTER FILING A SEXUAL HARASSMENT COMPLAINT, MAY FILE A RETALIATION CHARGE WITHIN 180 DAYS TO IDHR AND 300 TO EEOC.

A COMPLAINANT WHO HAS BEEN PHYSICALLY HARASSED OR THREATENED WHILE ON THE JOB MAY ALSO HAVE GROUNDS FOR CRIMINAL CHARGES OF ASSAULT AND BATTERY.

#### FALSE AND FRIVOLOUS COMPLAINTS

FALSE AND FRIVOLOUS CHARGES REFER TO CASES WHERE THE ACCUSER IS USING A SEXUAL HARASSMENT COMPLAINT TO ACCOMPLISH SOME OTHER PURPOSE THAN STOPPING SEXUAL HARASSMENT. GIVEN THE SERIOUSNESS OF THE CONSEQUENCES FOR THE ACCUSED, A FALSE AND FRIVOLOUS CHARGES IS AS SEVERE OFFENSE AS HARASSMENT AND CAN LEAD TO DISCIPLINARY ACTIONS.

#### ADMINISTRATIVE CONTACTS

ILLINOIS DEPT OF HUMAN RIGHTS 217-785-5100  
ILLINOIS HUMAN RIGHTS COMMISSION 217-785-4350  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION 800-669-4000  
LOCAL EEOC 312-353-2613  
LABOR RELATIONS

I, \_\_\_\_\_, AFFIRM THAT I HAVE READ, UNDERSTAND AND HAVE RECEIVED A COPY OF THE SEXUAL HARASSMENT POLICY FOR RAY O'HERRON COMPANY, INC. ON \_\_\_\_\_.

SUPERVISOR SIGNATURE \_\_\_\_\_  
 EEO OFFICER \_\_\_\_\_

## RAY O'HERRON COMPANY, INC

## AFFIRMATIVE ACTION PROGRAM

RAY O'HERRON COMPANY, INC AGREES THAT RECRUITING, HIRING, TRAINING, PAY, JOB CLASSIFICATION, PROMOTIONS AND TERMINATION OF EMPLOYMENT SHALL BE ACCOMPLISHED WITHOUT REGARD TO RACE, RELIGION, COLOR, SEX, SEXUAL ORIENTATION, ANCESTRY, NATIONAL ORIGIN OR PHYSICAL/DEVELOPMENTAL HANDICAPS. THE STANDARDS FOR RECRUITING, HIRING, PLACEMENT, TRAINING, PAY, JOB CLASSIFICATION, PROMOTION, TERMINATIONS OF EMPLOYMENT AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT SHALL NOT DRAW A DISTINCTION BASED UPON RACE, RELIGION, COLOR, SEX, SEXUAL ORIENTATION, ANCESTRY, NATIONAL ORIGIN OR PHYSICAL/DEVELOPMENTAL HANDICAPS, NOR MAY THEY BE APPLIED INCONSISTENTLY TO DENY ANY PERSON EQUALITY OR OPPORTUNITY ON THESE BASIS.

FURTHER, RAY O'HERRON COMPANY, INC AGREES TO IMPLEMENT THE FOLLOWING SPECIFIC AFFIRMATIVE ACTION STEPS DIRECTED AT INCREASING MINORITY, VETERAN, HANDICAPPED MANPOWER UTILIZATIONS:

## A. RECRUITING

1. IN THE EVENT THAT RECRUITING FOR PERSONNEL IS UTILIZED THROUGH PROFESSIONAL GROUPS OR ORGANIZATIONS, SUCH RECRUITING SHALL NOT BE LIMITED TO PREDOMINANTLY NON-MINORITY PROFESSIONAL GROUPS OR ORGANIZATIONS.

2. ALL ADVERTISEMENTS OF JOB OPENINGS SHALL INDICATE THAT THE COMPANY IS AN "EQUAL OPPORTUNITY EMPLOYER."

## B. HIRING

1. THE COMPANY WHEN HIRING AND PROMOTING EMPLOYEES WILL MAKE EVERY REASONABLE ATTEMPT TO PLACE QUALIFIED WOMEN, MINORITIES, VETERANS OR HANDICAPPED INTO ALL PHASES OF ITS WORKFORCE TO ENSURE THAT THE PERCENTAGE OF WOMEN, MINORITIES, VETERANS, HANDICAPPED THROUGHOUT ALL LEVELS OF ITS WORKFORCE ARE REPRESENTATIVE OF THE PERCENTAGE AND DISTRIBUTION OF WOMEN, MINORITIES, VETERANS, HANDICAPPED IN THE COMMUNITY LABOR FORCE.

2. EMPLOYMENT FORMS AND APPLICATIONS SHALL BE VOID OF ALL REFERENCES TO RACE, RELIGION, COLOR, SEX, SEXUAL ORIENTATION, ANCESTRY, NATIONAL ORIGIN, PHYSICAL/DEVELOPMENTAL HANDICAP EXCEPT AS MAY BE REQUIRED TO MEET EQUAL EMPLOYMENT OPPORTUNITY COMMISSION OR OTHER LEGAL REQUIREMENTS.

3. APPLICANTS FOR EMPLOYMENT WILL REMAIN IN CONSIDERATION UNTIL A FINAL DECISION IS MADE AS TO WHICH APPLICANT WILL BE HIRED.

4. ALL APPLICANTS WILL BE REQUESTED TO COMPLETE FULLY AND THOROUGHLY ANY AND ALL EMPLOYMENT APPLICANTS' FORMS. APPLICANTS SHALL BE GIVEN WHATEVER ASSISTANCE IS NECESSARY IN ORDER TO ENABLE THEM TO DO SO. CLARIFICATION OF ANY ENTRIES WILL BE SOUGHT FROM THE APPLICANT AT THE TIME THE APPLICATION IS SUBMITTED. IF ADDITIONAL CLARIFICATION OR INFORMATION ABOUT THE APPLICANT IS REQUIRED, HE/SHE SHALL BE CONTACTED BY THE COMPANY AND REQUESTED TO PROVIDE SUCH CLARIFICATION AS MIGHT BE NECESSARY FOR HIS/HER CONSIDERATION OF EMPLOYMENT.

5. ALL PRE-EMPLOYMENT FORMS AND APPLICATIONS SHALL BE VOID OF ANY REFERENCE TO ARREST RECORDS. APPLICANTS WILL BE REQUIRED TO GRANT RELEASE OF CRIMINAL RECORDS AND MEDICAL RECORDS FOR THOSE POSITIONS WHICH REQUIRE BACKGROUND INVESTIGATION BY THE NATURE OF THE DUTIES INVOLVED.

6. RECORDS OF CRIMINAL CONVICTIONS MAY BE USED AS A BAR TO EMPLOYMENT ONLY WHEN THEY INDICATE, GIVEN THE NATURE OF THE CRIME AND THE NATURE OF THE JOB, THAT EMPLOYMENT OF THE INDIVIDUAL AND THE JOB IN QUESTION WOULD SERIOUSLY COMPROMISE THE HEALTH, SECURITY OR SAFETY OF THE COMPANY.

7. RECORDS OF GARNISHMENT WILL NOT BE USED AS A BAR TO EMPLOYMENT.

8. ALL NON-PROFESSIONAL, PRE-EMPLOYMENT INTERVIEWS CONDUCTED BY THE COMPANY SHALL BE LIMITED TO THE FOLLOWING ITEMS WHICH WILL BE DISCUSSED DURING SUCH INTERVIEWS:

- a) CLARIFICATION OF ITEMS LISTED ON EMPLOYMENT APPLICATION
- b) CLARIFICATION OF APPLICANT'S QUALIFICATIONS FOR THE JOB IN QUESTION
- c) CLARIFICATION OF THE APPLICANT'S AVAILABILITY FOR WORK
- d) DISCUSSION OF WAGES AND BENEFITS AVAILABLE WITH THE COMPANY
- e) DISCUSSION OF THE NATURE AND DUTIES, WITH JOB DESCRIPTION PRESENTED, OF THE JOB IN QUESTION
- f) DISCUSSION OF PHYSICAL EXAM & DRUG SCREENING REQUIREMENT FOR EMPLOYMENT

#### C. TERMS AND CONDITIONS OF EMPLOYMENT

1. PREGNENCY AND CHILDBIRTH ARE JUSTIFIED REASON FOR A LEAVE OF ABSENCE IN ACCORDANCE WITH GENERAL SICK LEAVE POLICIES.

2. ALL EMPLOYEES SHALL BE ADVISED, UPON THEIR HIRING, OF PROMOTION POLICIES AND ANY AND ALL EDUCATION BENEFITS OR PROGRAMS OFFERED THROUGH THE COMPANY THAT WOULD QUALIFY THEM FOR PROMOTIONS.

3. MINORITIES, WOMEN, VETERAN OR HANDICAPPED EMPLOYEES WHO APPEAR TO HAVE POTENTIAL MANAGEMENT OR SUPERVISORY ABILITIES WILL BE ENCOURAGED TO TAKE THE APPROPRIATE TRAINING TO QUALIFY THEM FOR SUCH PROMOTIONS.

4. THE COMPANY AGREES TO PARTICIPATE IN TRAINING PROGRAMS IN THE AREA, ESPECIALLY THOSE FUNDED BY THE US DEPARTMENT OF LABOR.

5. THE COMPANY AGREES TO DISSEMINATE ITS AFFIRMATIVE ACTIONS POLICY WITH ITS OWN ORGANIZATION BY POSTING/PASSING OUT OF POLICY AND BY SPECIFIC VIEW OF THE POLICY WITH NEW EMPLOYEES.

6. ANY EMPLOYEE FOUND TO BE HARASSING OR UNFAIRLY TREATING ANY PERSON(S) BECAUSE OF HIS/HER RACE, RELIGION, COLOR, SEX, SEXUAL ORIENTATION, ANCESTRY, NATIONAL ORIGIN OR PHYSICAL/DEVELOPMENTAL HANDICAP, WILL BE SUBJECT TO DISCIPLINARY ACTION.

7. ANY EMPLOYEE FEELING THAT HE/SHE HAS BEEN DISCRIMINATED AGAINST BECAUSE OF HIS/HER RACE, RELIGION, COLOR, SEX, SEXUAL ORIENTATION, ANCESTRY, NATIONAL ORIGIN OR PHYSICAL/DEVELOPMENTAL HANDICAP, SHALL HAVE THE RIGHT TO SEEK A REMEDY THROUGH ESTABLISHED GRIEVANCE PROCEDURES.

8. THE TERMS, CONDITIONS OR RECORDS OF EMPLOYMENT OF ANY EMPLOYEE SHALL NOT BE ADVERSELY AFFECTING IN ANY MANNER BECAUSE HE/SHE HAS MADE CHARGES, TESTIFIED OR ASSISTED IN ANY MANNER IN HEARINGS OR PROCEEDINGS INVOLVING THE COMPANY IN HUMAN RIGHTS CASES BEFORE ANY COUNCIL, GOVERNMENTAL BODY OR COURT OF LAW. NOR SHALL SUCH TERMS, CONDITIONS OR RECORDS OF EMPLOYMENT BE ADVERSELY AFFECTED BECAUSE HE/SHE HAS UTILIZED EXISTING GRIEVANCE PROCEDURES TO SEEK A REMEDY FOR A DISCRIMINATION GRIEVANCE.

D. PROMOTIONS

1. WOMEN, MINORITY, VETERAN OR HANDICAPPED EMPLOYEES WHO ARE QUALIFIED FOR PROMOTIONS WILL BE AFFORDED THE NECESSARY TRAINING TO QUALIFY THEM FOR PROMOTIONS WHERE SUCH TRAINING CAN FEASIBLY BE PROVIDED BY THE COMPANY OF AFFILIATED PROGRAM.

GIVEN BELOW IS THE NAME, TITLE, ADDRESS AND PHONE NUMBER OF PERSON(S) ASSIGNED BY RAY O'HERRON COMPANY, INC TO DEVELOP PROCEDURES AND REVIEW THIS AFFIRMATIVE ACTIONS POLICY EVERY QUARTER AND TO REVISE AS NECESSARY TO ASSURE THIS POLICY IS UNDERSTOOD AND DISTRIBUTED TO ALL EMPLOYEES.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FOR: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Client#: 80241

RAYO'HERR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/07/2014

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).

PRODUCER: Old National Insurance, 2 W. Main Street, Danville, IL 61832, 217 477-5380. CONTACT NAME: Charlene Mornout, PHONE: 217-477-5391, FAX: 217-477-5382, E-MAIL ADDRESS: charlene.mornout@oldnationalins.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Granite State Ins Co, INSURER B: Now Hampshire Ins Co, INSURER C:, INSURER D:, INSURER E:, INSURER F:.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (02LX203214010), A UMBRELLA LIAB (02UD465826311), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WC001637682).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORO 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER: INSURED COPY. 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: Fred G. Danvers Jr.

### Fechheimer Brothers Company Warranty

The Fechheimer Brothers Company Warrants to the original purchaser that the product(s) purchased will be free of defects for a period of one (1) year from the date of purchase from any authorized Fechheimer dealer.

Should this garment become defective during the warranty period, promptly return it to Fechheimer with the dated proof of purchase. Fechheimer Brothers Company agrees to repair or replace at its option any item determined to be defective without charge.

This warranty does not cover abnormal wear and tear, nor color fastness of reflective fabrics, nor damage from chemicals, fire, misuse, accident or negligence. This warranty applies only to the original purchaser of the covered product(s) and is not transferable.

- The Fechheimer Brothers Company



EXPRESS LIMITED WARRANTY FOR  
HOLSTER AND ACCESSORY PRODUCTS

Safariland (the "Company") warrants its Safariland® brand holster products to be free from defects in materials and workmanship for a period of two (2) years from date of purchase. This warranty is subject to the proper Care and Maintenance of the product and proper use of the product as detailed in the Consumer and Safety Information.

If you believe this product has any defects in materials or workmanship, cease use immediately and contact customer service for a remedy. If a product proves to be defective in material or workmanship, we will repair or replace the product and send it to you at the Company's expense. All returns must include the proof of purchase and documentation specifying the claimed defect.

This is a LIMITED WARRANTY, and is the sole and exclusive warranty of this product by the Company. It shall not be enlarged by any representations, descriptions, course of dealing, trade usage, rendering of technical advice, service or otherwise. Furthermore, it shall not be altered or expanded by any acts, statements, or agreements of any dealer, employee or agent of the Company (other than by a duly authorized officer of the Company).

THE COMPANY MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

For any warranty issue, please contact customer care for a prompt resolution to your concern at the number provided below.

Safariland, LLC  
3120 E. Mission Blvd.  
Ontario, CA 91761

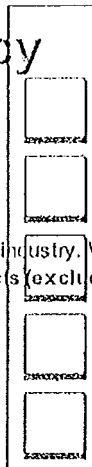
Customer Care: 800-347-1200 (USA Only) or 909-923-7300

## WARRANTY POLICY

### Policies

- Warranty Policy
- Returns and Exchanges Policy
- Shipping Policy
- Privacy Policy

## Warranty Policy



Blauer garments are made with the highest quality materials and craftsmanship in the industry. We are confident enough in the quality and durability of our products that we stand behind them with the best warranty in the industry. All products (excluding single-use items) are warranted from the time of purchase against defects in material and craftsmanship.

Products covered under Blauer's 3-YEAR Warranty:

- Outerwear
- Rainwear

Products covered under Blauer's 1-YEAR Warranty:

- Shirts
- Pants
- Mid-Layers (sweaters, fleece, etc...)
- Safety Vests

Products covered under Blauer's 90 day Warranty:

- Base-Layers (tee shirts, socks, underwear)
- Accessories

### Registering Your Warranty

Products must be registered within 30 days of receipt.

If you purchased your products on Blauer.com, they will be automatically registered and you will be able to view them in your account "Product Warranty" section. That section includes the purchase date and warranty expiration date.

If you purchased your products through an authorized distributor or were issued them by an Agency, create or login to your account on Blauer.com and register your product in the "Product Warranty" section. You will be asked for basic product information such as style #, color, size and length from intuitive interactive menus. You will be asked for your purchase date and to select the state purchased in and the dealer you purchased it from.

### Warranty Servicing

#### Products Purchased on Blauer.com

If you purchased a Blauer product through [www.blauer.com](http://www.blauer.com) and find it to be defective, please login to your account, choose the item from your purchase history and click "Place a warranty request" or contact customer service at [warranty@blauer.com](mailto:warranty@blauer.com). Our customer service department will evaluate the issue and, if the garment is still under warranty, they will provide further instructions by email to replace or repair your garment free of charge. PLEASE NOTE: Warranty is separate from the initial return policy. To return items, please refer to our [Returns and Exchanges Policy](#).

#### Products Purchased through Authorized Distributors

If you have purchased a Blauer product and find it to be defective, please bring the garment to the authorized distributor that you purchased it from for prompt warranty service. Your distributor will evaluate the issue and, if the garment is still under warranty, will replace or repair your garment free of charge.

PLEASE NOTE - Blauer does not offer warranty service for any Blauer products purchased from unauthorized distributors and can't guarantee the authenticity of such products. For a list of authorized Blauer dealers in your state, please visit [www.blauer.com/dealerfinder](http://www.blauer.com/dealerfinder).

### Product Care

All Blauer products come with care instructions. Please follow these instructions at all times to insure the durability and performance of your purchase.



**Waxing**

Do not apply waxes or polishes. If not completely buffed off the shell, and especially from around rivets, snaps and edge trim, certain waxes may chemically attack the shell and may cause the helmet to fail to withstand severe impacts.

**Care and Cleaning**

Your helmet may be chemically damaged and rendered ineffective by petroleum products, cleaning agents, paints, adhesives, etc., without the damage being visible to the wearer. Only the following agents should be applied to the helmet parts for cleaning purposes:

1. Outer Shell: Clean with a low percentage solution of dish washing soap and water. Rinse and dry thoroughly.
2. Inner lining: Clean with a low percentage solution of gentle clothing detergent and water. Rinse and dry thoroughly.
3. Face shield: Clean with a low percentage solution of dish washing soap and water. Rinse and dry thoroughly. Use only very soft cloth or face shield will scratch. (No sponges or paper towels.)

**One Year Limited Warranty**

Any Premier Crown helmet returned to Sirchie's manufacturing facility for inspection, freight prepaid, within one year of the date of purchase that is found to be defective in materials or workmanship will be replaced or repaired at Sirchie's option at no charge. Any modifications made by the user, other than those authorized by Sirchie, will render the warranty null and void. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state (or jurisdiction to jurisdiction). All expressed and implied warranties for the product, including, but not limited to, any implied warranties and conditions of merchantability and fitness for a particular purpose, are limited in time to the term of the limited warranty period. Sirchie's warranty obligations and purchaser's remedies thereunder are solely and exclusively as stated herein. In no case will Sirchie be liable for consequential damages or any loss incurred because of interruption of service.

To activate stated warranty, end user must fill out the enclosed warranty information card and return to Sirchie, postage paid, within 30 days of purchase or issuance of helmet.

**Inspection and Repair Service**

Your Premier Crown helmet is designed to protect your head in two ways. First, it spreads the energy of a sharp impact over a wide area so that you are better able to withstand its force. Second, it absorbs much of the energy of the impact through partial destruction of the helmet rather than transferring the energy to your head and spinal cord.

You should assume that damage has occurred to your helmet during the course of one or several significant impacts. Damage may consist of stored stresses, deformations and other structural damage not visible to the user, but which reduce the ability of your helmet to protect you from later impacts. Therefore, any helmet subjected to a significant impact should be destroyed and replaced or returned to Premier Crown for inspection.

Premier Crown offers a free diagnostic service to helmet owners for up to four years from date of purchase. Premier Crown will disassemble and inspect the helmet and report and advise on any damage found or repairs needed.

A price quote, F.O.B. Youngsville, NC, will be sent for approval on any repairs needed. Please note that due to mandatory safety standards, factory personnel must perform all repairs of essential parts. Parts other than listed below will not be sold.

Return your helmet postage paid to:

**SIRCHIE®**

100 Hunter Place

Youngsville, NC 27596 U.S.A.

**PREMIER CROWN HELMETS**

By

**SIRCHIE®**

Products • Vehicles • Training

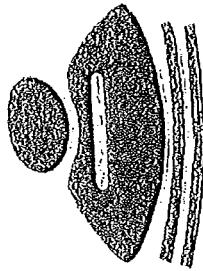
100 Hunter Place • Youngsville, NC 27596 U.S.A.

Phone: (919)-554-0337 Fax: (800)-899-8181

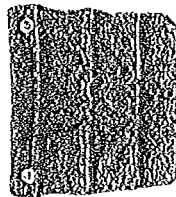
[www.premiercrown.com](http://www.premiercrown.com)

[www.sirchie.com](http://www.sirchie.com)

**Replacement Parts and Accessories**



Interior Liner Kit - Includes inner liner, top pad and sizing strips.  
Catalog No. ILK1.....\$21.50



Nape Pad - Snap on rear of helmet to provide extended coverage of upper vertebrae.  
Catalog No. NAP1 Cordura® cover.....\$19.95  
Catalog No. NAP4 Nomez® cover.....\$24.95



Chin Cup - Soft plastic chin cup provides stability and protection.  
Catalog No. CC1.....\$4.85



Chin Pad - Sweet wicking chin pad provides comfort when helmet is worn without chin cup.  
Catalog No. CP1.....\$6.96



Face Shield - Standard face shield provides impact and liquid protection.  
Catalog No. FS4.....\$25.85

## Service Information

### The Smith & Wesson Advantage™

In addition to providing some of the highest quality products available today, Smith & Wesson is committed to providing our customers with support and services second to none. When you purchase a Smith & Wesson handgun, you receive the Smith & Wesson Advantage™, comprised of four service features:

#### 1. Lifetime Service Policy

We will repair any defect in material or workmanship without charge to the original purchaser for as long as you own the handgun.

#### 2. Expedited 911 Priority Service

This service is available in the event emergency repairs are needed by law enforcement, military, or government personnel. This service allows you to expedite the prompt repair and return of your handgun.

#### 3. Easy Access Customer Support

Our customer support representatives are available to assist your every need. [Contact Us](#)

#### 4. Pride

Our customer support staff is proud to represent Smith & Wesson. They are dedicated to helping customers and look forward to providing you with a level of support equal to the quality level of Smith & Wesson products. Call us any time, even before you make your purchase. Our customer support team is product knowledgeable and can help you decide which model best suits your needs.

When contacting customer service, please have the owner name, address, model and serial number available. The information will help the service representative to expedite your request.

## About us

The year was 1938 and under the original name of Boston Novelty Company we made leather tags, name plates, cases, bags, etc. In the early 1940s the name changed to Boston Leather and the focus turned to law enforcement.

We have expanded into other areas but always with an accentuation on the public service market. We have broadened our fire-related line and have introduced police K-9 items. We have the ability to manufacture custom leather Products but our bread and butter is the "Uniformed Professional."

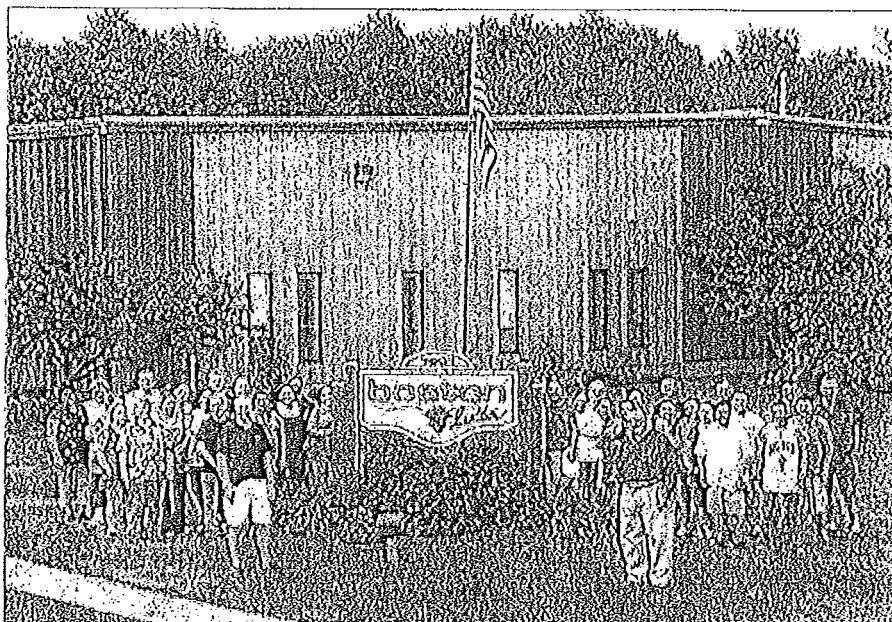
Leather remains the material of choice. It is the best material for the items that we manufacture. When worn or carried leather becomes a part of you. It is comfortable, long lasting, very strong, and good looking.

All items sold by us are made in our shop in Sterling, Illinois. We are committed to domestic manufacturing. All leather used is full grain from U.S. steers. All leather is tanned in the U.S.A. We manufacture a quality item and stand behind it fully. You will not buy a better Product anywhere.

We have chosen to market our Products through dealers only. We feel they can service your total needs on a local basis. A list of dealers by state is located on this site. However, if there are any questions about our Products do not hesitate to contact us. We will give you the information to make an informed decision.

Thank you.

Tony Valentino  
Boston Leather, Inc



### Lifetime Warranty

Spiewak is proud to be the only uniform manufacturer to offer a limited lifetime warranty on all of its uniform garments.

Spiewak's limited lifetime warranty, as part of our total quality assurance program, insures that the original purchaser receives defect free, top quality components and workmanship in their Spiewak garment. This limited warranty covers products manufactured by I. Spiewak & Sons, Inc. and purchased from any authorized Spiewak dealer.

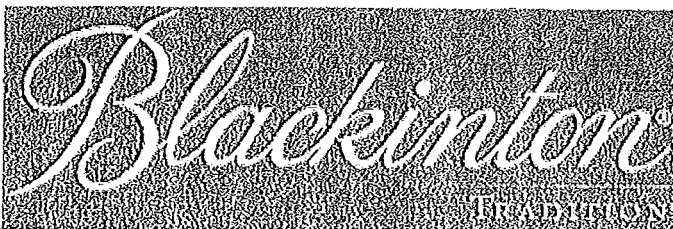
I. Spiewak & Sons, Inc. warrants to the original purchaser that their Spiewak uniform product will be free from defects in materials and workmanship for the natural life of the garment, subject to normal wear and tear.

Should this garment become defective during the warranty period, simply return it to the place of purchase together with your dated proof of purchase (sales receipt or copy thereof). I. Spiewak & Sons, Inc. will, at its option, either repair or replace, without charge, any item determined to be defective.

Limitations: This warranty does not cover normal wear and tear, the color fastness of fluorescent fabrics, damage from chemicals, fire, misuse, accident, improper care in cleaning or negligence. This warranty applies only to the original purchaser of the covered products) and is not transferable.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY I. SPIEWAK & SONS, INC. (OR ANY AUTHORIZED DEALER OR OTHER SELLER) FOR THE COVERED SPIEWAK PRODUCTS, AND IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES (WHETHER ORAL OR WRITTEN) INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.

SPIEWAK'S LIABILITY AND YOUR EXCLUSIVE REMEDY IN CONNECTION WITH THE SALE OR USE OF COVERED SPIEWAK PRODUCTS SHALL BE STRICTLY LIMITED TO SPIEWAK'S OBLIGATIONS AS SPECIFICALLY PROVIDED IN THIS WARRANTY. IN NO EVENT SHALL SPIEWAK BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING ANYWAY IN CONNECTION TO SPIEWAK PRODUCTS OR THEIR SALE OR USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF USE OF THE PRODUCTS OR INCONVENIENCE.


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Blackinton® badges carry a LIFETIME warranty against manufacturing defects – *under normal wear and tear.* Included in this guarantee are the seal, applied panel(s) and the attachment. There is also a "Life of the Badge" warranty on badges with HiGlo®, RhoGlo®, V.H.B. KK® and Two Tone finishes. All badges covered under this warranty are refinished at no charge; however, a small handling charge does apply.

For warranty & repair services contact a [Blackinton Customer Service Representative.](#)

For guidance on "Care" of your Blackinton® badge, please visit [Care, Other.](#)

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## GSA Product Returns / Warranty

For GSA product returns, warranty or cancellations, please contact Bates Customer Service at 616.866.5657 (GSA only). For all non-GSA returns, please contact Bates Consumer Relations toll free at (866) 699-7374. You must receive a prior return authorization in order to avoid any unnecessary charges and/or your product being returned to you. Please write this RA in large font on the outside of the box you will be returning. To learn more, read below.

**Stock Returns** All sales are final and no return of non-damaged Goods will be accepted without prior written authorization from Bates. If Bates determines that it erred on the quantity, style or other aspect regarding the initial shipment of Goods, Bates will authorize the return of saleable Goods and will forward Customer an authorization number provided the request for return authorization is made within thirty (30) days of Customer's receipt of the merchandise shipped in error. Upon receipt of authorized stock returns marked with the applicable authorization number, Bates will credit Customer's account with the price initially charged for the returned Goods plus the amount expended by customer on freight. A \$3.00 per pair restocking fee and \$2.50 per pair repackaging fee may be deducted from the credit if not caused by Bates' error. If Customer ships non-damaged merchandise to Bates without first obtaining Bates' written authorization, such shipment will be refused by Bates' Return Goods Department, returned to Customer at Customer's expense and a \$3.00 per pair handling fee and return freight will be charged to Customer.

### Damaged Goods

Prior return authorization from Bates for damaged Goods (worn or unworn) is required. If authorized, Bates will authorize the return of saleable Goods and will forward Customer an authorization number. Damage Goods should be shipped in cartons marked "DAMAGED" and if worn, also marked "WORN" and be marked with the applicable authorization number. Bates' Quality Assurance Department will inspect return Goods upon receipt and determine whether such Goods are actually of inferior quality. If inspection reveals no legitimate reason to issue credit, Bates will inform Customer that there is "No Credit" and such Goods will be immediately disposed of unless: 1) Customer has specifically requested that all "No Credit" Goods be returned to Customer, or 2) Customer has enclosed a note with the Goods requesting that specific Goods be returned if "no credit" can be allowed. Return of "No Credit" Goods shall be at Customer's expense.

In the case of damaged but unworn Goods, Bates will credit Customer's account with the price initially charged for the Goods plus the amount expended by Customer on freight. In the case of damaged but worn Goods, Bates will credit Customer's account with an amount equal to a percentage of the amount initially charged Customer for the Goods, plus the amount expended by the Customer on freight. This percentage will be 100%, 50% or 0% based on the estimated normal degree of wear (exclusive of the defect) remaining in the Goods when returned, as determined by Bates' Return Goods Department.

### Return Goods Address

All authorized stock returns and all returns of damaged Goods must be shipped in compliance with Bates' returned goods procedure to the following address or such other address as communicated to Customer in writing and will not be accepted at any other location: Bates Return Goods Department, 9300 Courtland Dr., Mailcode HD-102, Rockford, MI 49351.

### Do the Products have a Warranty?

Bates warrants that upon delivery, the Goods will be free from defects in material and workmanship under proper and normal use. Goods shall be considered "defective" if the defect materially impairs the value of the Goods for their intended use to Customer or the end-user. Bates further warrants that all Goods and services will be produced and furnished in accordance with applicable laws and regulations, including the Fair Labor Standards Act of 1938, as amended.

### Limitations on Warranty:

Bates' liability for a defect in the Goods, whether based on contract, tort, warranty, strict liability, or any other theory, shall not exceed the purchase price of the defective Goods. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. IN PARTICULAR, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY OF REPAIR OR REPLACEMENT PROVIDED UNDER THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. BATES SHALL HAVE NO LIABILITY TO THE CUSTOMER FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY NOT CAUSED BY NEGLIGENCE OF BATES, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY DUE TO ANY DEFECT IN THE GOODS OR ANY BREACH OF THIS AGREEMENT BY BATES. BATES SHALL NOT BE LIABLE TO THE CUSTOMER IN TORT FOR ANY DEFECT IN THE DESIGN OR MANUFACTURE OF THE GOODS.

No representative, agent or dealer of Bates has authority to modify, expand, or extend this warranty to waive any of the limitations or exclusion of this Warranty, or to make any different or additional warranties with respect to any Goods or services furnished by Bates.

### Cancellation Policy:

Orders may not be changed or canceled without the written approval of Bates. Customer may request cancellation of a purchase order by submitting a written request to Bates' Customer Service Department. Customer will reimburse Bates for all expenses and losses resulting from any Customer change or cancellation.

#### • Customer Service

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3549 N. Vermilion Street  
PO Box 1070  
Phone 1-800-223-2097 Fax 1-888-223-3235  
www.oherron.com  
rayoherron@oherron.com

June 16<sup>th</sup> 2015

RAY O'HERRON COMPANY INC.  
PO BOX 1070  
3549 N. VERMILION STREET  
DANVILLE, ILLINOIS 61834

Kurt, on behalf of the Ray O'Herron Co., Inc. we are writing to inform you that we will honor the prices which are on the bid CFB-0-72-2014 till the end of the contract in December of 2016. Please direct any questions or concerns to Dan Yara our sales representative at dpyara@comcast.net or by phone 708-710-3396.

Sincerely,

A handwritten signature in black ink, appearing to read "Hiliary Brooks". The signature is written in a cursive style with a large, sweeping flourish at the end.

Hiliary Brooks

Contract Coordinator

Ray O'Herron Co., Inc.