



## DUPAGE WATER COMMISSION

### REQUEST FOR PROPOSALS

#### OWNER:

DuPage Water Commission  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642

Owner will receive sealed proposals for the Work generally described as follows:

In-store measurement of employees for, and furnishing and delivering, FOB Point of Destination, Carhartt (or approved equal) work wear for a ±29-person workforce, including regular items (non Arc-Rated) and Arc-Rated, NFPA 70E (ASTM 1506) Compliant, shirts, jeans, coveralls, overalls, sweatshirts, coats, and hats, in addition to color-enhanced T-shirts during Owner's 2 year fiscal year ending April 30, 2021 (the "FY 19/20 Work and FY 20/21 Work") and, if offered by the successful Bidder and accepted by Owner at the time of award, during Owner's fiscal year ending April 30, 2022 (the "FY 21/22 Work").

TO BE SUBMITTED TO DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Attention: John F. Spatz, Jr., General Manager, BEFORE 1:00 P.M., March 26, 2019.

#### INSTRUCTIONS TO BIDDERS

##### Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals, and shall be complete with a price for each and every item of work wear named in the Contract/Proposal form and in each and every available size, except that Owner is requesting, but not requiring, price proposals for the FY 21/22 Work in an effort to avoid repeated solicitations and unnecessary disruption, to achieve consistency in products and services, and to provide cost savings.

The FY 21/22 Multiplier set forth in Paragraph 2A3 of the Schedule of Prices section of the Contract/Proposal form are established for this possible extension of the Work. Bidders may submit a price proposal on the FY 21/22 Work.

Owner expressly reserves the right, in the exercise of its sole discretion, but shall not be obligated, to include the FY 21/22 Work if the successful Bidder's proposal includes a price proposal or proposals for such Work ("Optional Order Work"). Owner further reserves the right, in the exercise of its sole discretion, to accept a proposal on the basis

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of the combination of the FY 19/20, FY 20/21, and FY 21/22 Work, or on the basis of the combination of the FY 19/20 and FY 20/21 Work alone, whichever is deemed by Owner to be most advantageous to Owner. The successful Bidder shall be notified of Owner's selection in Owner's notification of acceptance in the form attached to this Request for Proposals and shall comply therewith. The Contract Price shall be adjusted accordingly.

Bidders are specifically instructed to note that Owner shall not be obligated to order any set percentage of FY 19/20 Work or FY 20/21 Work, or to order any Optional Order Work or any set percentage of Optional Order Work, and bidders shall not, after submission of their proposals, dispute or complain nor assert that there was any misunderstanding in regard to the nature or the amount of Work to be done.

All proposals shall be accompanied by materials highlighting the features and benefits of the in-store services bidder proposes to supply, including without limitation the following:

- The availability of fitting areas.
- The availability and variety of samples of Owner-approved work wear for employees to try on.
- The ability to accommodate walk-ins or whether measurements will be taken by appointment only.
- The availability of training materials and/or instruction concerning the proper care and treatment of the Arc-Rated and Color Enhanced work wear.
- The availability of experienced personnel to answer employee questions concerning the various styles of work wear approved by Owner for wear within each department.
- Per-employee invoicing.
- Delivery period.

A proposal may be rejected if it does not contain a requested price for each and every item named in the Contract/Proposal form attached to this Request for Proposals except Optional Order Work, or may be interpreted as bidding "no charge" to Owner for any item left blank except Optional Order Work.

Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

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All proposals must be signed by an authorized official. When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of bidder shall be furnished.

### Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has questions about this Request for Proposals, contact Jenessa Rodriguez, Document Management Specialist, at 630-834-0100, between the hours of 9:00 A.M. and 4:30 P.M.

### Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

### Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

### Withdrawal of Proposals

No proposal shall be withdrawn for a period of 60 days after the opening of any proposal.

### Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

### Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process;

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provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

In determining the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public, Owner reserves the right to accept the proposal that offers, in its judgement, the best value to Owner and the public, using value analysis and life cycle costing where applicable and taking into consideration product features and services that enhance usability, that positively impact operations, and that are superior in performance. Delivery period, as well as proximity of and turn-around time for in-store services and support, shall also be evaluated in determining the proposal that offers, in Owner's judgement, the best value to Owner and the public.

Upon acceptance of the successful Bidder's proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the Contract for the Work.

DATED this 5<sup>th</sup> day of March, 2019.

DUPAGE WATER COMMISSION

By: /s/ John F. Spatz, Jr.  
General Manager

**DuPAGE WATER COMMISSION**

**CONTRACT/PROPOSAL FOR**

**WORK WEAR SUPPLY**

Date \_\_\_\_\_

Full Name of Bidder \_\_\_\_\_ (“Bidder”)

Principal Office Address \_\_\_\_\_

Local Office Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

TO: DuPage Water Commission (“Owner”)  
600 East Butterfield Road  
Elmhurst, Illinois 60126-4642  
Attention: John F. Spatz, Jr.  
General Manager

*Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ [if none, write “NONE”], which are securely stapled to the end of this Contract/Proposal.*

1. **Work Proposal**

A. **Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the “Work”:

1. **Labor, Equipment, Materials and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, information, data, and other means and items necessary for the in-store measurement of employees for, and furnishing and delivering, FOB DuPage Pumping Station, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, Carhartt (or approved equal) work wear for a ±29-person workforce, including regular items (non Arc-Rated) and Arc-Rated, NFPA 70E (ASTM 1506) Compliant, shirts, jeans, coveralls, overalls, sweatshirts, coats, and hats, in addition to color-enhanced T-shirts during Owner's fiscal year ending April 30, 2021 (the “FY 19/20 Work” and the “FY 20/21 Work”) and, if offered by Bidder and selected by Owner in Owner's written notification of acceptance in the form included in this bound set of documents, during Owner's fiscal year ending April 30, 2021 (the “FY 20/21 Work”) and/or during Owner's fiscal year ending April 30, 2022 (the “FY 21/22 Work”) are sometimes

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hereinafter individually and collectively referred to as the "Optional Order Work");

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Insurance. Procure all insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional practices, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality work wear.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Special Project Requirements attached hereto and by this reference incorporated herein and made a part of this Contract/Proposal as Attachment A. No provision of any referenced standard, specification, manual, or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract/Proposal. Whenever any equipment, materials, or supplies are specified or described in this Contract/Proposal by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

## **2. Contract Price Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

### **A. SCHEDULE OF PRICES**

1. Bidders must quote all line items on the Proposal Pages (Groups A, B, & Markup Multiplier). Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected. The

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extended price for each bid line will be determined by multiplying the estimated quantity by the unit price. The sum of the extended prices for all line items will be the Total Price. The bid pricing must incorporate any/all peripheral costs including, but not limited to the cost of the delivery/transportation charges.

2. If the vendor indicates that the work wear item is discontinued, or the Owner would like to add a new or miscellaneous work wear item to the Schedule of Prices at any time during the term of the Contract/Proposal, the Contractor will provide the work wear based on the Mark-Up established in the Proposal Pages. The Mark-up will not include costs for any embroidery services as described in Attachment A. Vendor must include a copy of invoice for these work wear items. An estimated 3-year value has been entered in the Estimated Dollar Value column of on the Schedule of Prices for the purpose of bid canvassing.

**COMPLETE TABLE AS INDICATED**

**Regular Items (non Arc-Rated) ( Group A)**

<u>Vendor name</u>	<u>Style #</u>	<u>Description</u>	<u>Colors</u>	<u>Unit of Measure</u>	<u>2 year Estimated Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Sizes</u>
Carhartt	B13	Denim Jean	Darkstone	Each	12	\$	\$	Waist 50" or less
				Each	3	\$	\$	Waist 52" or more
Carhartt	B159	Canvas Carpenter Pant	Navy	Each	25	\$	\$	Waist 46" or less
Carhartt	B460	Relaxed-Fit Jean	Dark Vintage Blue	Each	10	\$	\$	Waist 50" or less
Carhartt	102804	Relaxed Fit Straight Leg Jean	Coldwater	Each	3	\$	\$	Waist 46" or less
Carhartt	100272	Rugged Cargo Pants	Canyon Brown	Each	20	\$	\$	Waist 44" or less
Carhartt	102287	Flannel Lined Work Pant	Gravel	Each	3	\$	\$	Waist 44" or less
Carhartt	S202	Long Sleeve Chambray Shirt with Owner's Logo	Blue Chambray	Each	4	\$	\$	Small Reg – 2XL Reg
				Each	3	\$	\$	Lg Tall–3XL Tall, 3XL Reg and 4XL Reg
Carhartt	K87	T-shirt with Owner's Logo	Navy or Heather Gray	Each	98	\$	\$	Small Reg – 2XL Reg
				Each	10	\$	\$	Lg Tall – 4XL Tall, 3XL Reg -- 5XL Reg

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<u>Vendor name</u>	<u>Style #</u>	<u>Description</u>	<u>Colors</u>	<u>Unit of Measure</u>	<u>2 year Estimated Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Sizes</u>
Carhartt	K126	Long Sleeve T-Shirt with Owner's Logo	Navy or Heather Gray	Each	17	\$	\$	Small Reg - 2XL Reg
				Each	5	\$	\$	Lg Tall – 4XL Tall, 3XL Reg -- 5XL Reg
Carhartt	K128	Long Sleeve Henley with Owner's Logo	Navy or Heather Gray	Each	12	\$	\$	Small Reg - 2XL Reg
				Each	3	\$	\$	Lg Tall – 3XL Tall, 3XL Reg and 4XL Reg
Carhartt	100615	Hooded Heavyweight Sweatshirt with Owner's Logo	New Navy	Each	7	\$	\$	Small Reg - 2XL Reg
				Each	3	\$	\$	Lg Tall – 3XL Tall, 3XL Reg and 4XL Reg
Carhartt	K122	Midweight Hooded Zip-Front Sweatshirt with Owner's Logo	New Navy	Each	7	\$	\$	Small Reg - 2XL Reg
				Each	2	\$	\$	Lg Tall – 3XL Tall, 3XL Reg and 4XL Reg
Carhartt	V01	Duck Vest/Arctic Quilt Lined with Owner's Logo	Carhartt Brown	Each	4	\$	\$	Small Reg - 2XL Reg
				Each	3	\$	\$	Lg Tall – 4XL Tall, 3XL Reg -- 5XL Reg
Carhartt	J141	Sandstone Sherpa-Lined Sierra Jacket w/ attached hood with Owner's Logo	Carhartt Brown	Each	3	\$	\$	Small Reg - 2XL Reg
				Each	3	\$	\$	Lg Tall – 4XL Tall, 3XL Reg and 4XL Reg
Carhartt	C26	Sandstone Traditional Coat / Arctic Quilt Lined with optional hood with Owner's Logo	Carhartt Brown	Each	3	\$	\$	Small Reg - 2XL Reg
				Each	3	\$	\$	Med Tall – 4XL Tall, 3XL Reg -- 5XL Reg
Carhartt	X01	Duck Quilt-Lined Coveralls with Owner's Logo	Carhartt Brown	Each	3	\$	\$	Chest size 34" Short and Reg – 50" Short & Reg
				Each	3	\$	\$	Chest Size 52" Short and Reg or more and 38" Tall or more



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<u>Vendor name</u>	<u>Style #</u>	<u>Description</u>	<u>Colors</u>	<u>Unit of Measure</u>	<u>2 year Estimated Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Sizes</u>
Carhartt	R41	Duck Bib Overall/Quilt Lined	Carhartt Brown	Each	3	\$	\$	Waist 50" or less
				Each	3	\$	\$	Waist 52" or more
Carhartt	100495	Hi-Vis Short Sleeve w/reflective with Owner's Logo	Brite Lime	Each	9	\$	\$	Med – 2XL Reg
				Each	4	\$	\$	Lg Tall – 3XL Tall and 3XL – 4XL Reg
Carhartt	100496	Hi-Vis Long Sleeve w/ reflective with Owner's Logo	Brite Lime	Each	4	\$	\$	Med – 2XL Reg
				Each	3	\$	\$	Lg Tall – 3XL Tall, 3XL Reg – 4XL Reg
Carhartt	100504	Hi-Vis Zip-Front Thermal-Lined Sweatshirt with Owner's Logo	Brite Lime	Each	3	\$	\$	Med – 2XL Reg
				Each	3	\$	\$	Lg Tall – 3XL Tall, 3XL Reg – 4XL Reg
Carhartt	102367	Artic Quilt-Lined Sandstone Hood	Carhartt Brown	Each	3	\$	\$	S – XL and 2XL – 5XL
Carhartt	A207	Fleece Hat	Navy	Each	5	\$	\$	OFA
Carhartt	A202	Fleece 2-in-1 Headwear	Black	Each	3	\$	\$	OFA
Total Price for Group A	-----	-----	-----	-----	-----	-----	\$	-----

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**Arc-Rated (ASTM 1506 Compliant) Items – (Group B)**

<u>Vendor Name</u>	<u>Style #</u>	<u>Description</u>	<u>Colors</u>	<u>Unit of Measure</u>	<u>2 year Estimated Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Sizes</u>
Carhartt	FRB13	Denim Dungaree	Denim	Each	11	\$	\$	Waist 50" or less
				Each	3	\$	\$	Waist 52" or more
Carhartt	FRB240	Canvas Cargo Pant	Dark Navy	Each	10	\$	\$	Waist 50" or less
				Each	3	\$	\$	Waist 52" or more
Carhartt	FRB004	Relaxed-Fit Utility Jean	Midstone	Each	8	\$	\$	Waist 50" or less
				Each	3	\$	\$	Waist 52" or more
Carhartt	102682	Shirt Jac with Owner's Logo	Dark Navy	Each	3	\$	\$	Small – 2XL Reg
				Each	2	\$	\$	Med Tall – 4XL Tall, 3XL Reg and 4XL Reg
Carhartt	100235	Long Sleeve T-Shirt with Owner's Logo	Dark Navy or Light Gray	Each	5	\$	\$	Small – 2XL Reg
				Each	3	\$	\$	Med Tall – 3XL Tall, 3XL Reg and 4XL Reg
Carhartt	100237	Long Sleeve Henley with Owner's Logo	Dark Navy or Light Gray	Each	11	\$	\$	Small – 2XL Reg
				Each	5	\$	\$	Med Tall – 4XL Tall, 3XL Reg and 4XL Reg
Carhartt	102908	Hooded Heavyweight Zip-Front Sweatshirt with Owner's Logo	Dark Navy	Each	5	\$	\$	Small – 2XL Reg
				Each	3	\$	\$	Med Tall – 4XL Tall and 3XL – 5XL Reg
Carhartt	101029	Mockneck Vest with Owner's Logo	Carhartt Brown	Each	4	\$	\$	Small – 2XL Reg
				Each	3	\$	\$	Lg Tall – 2XL Tall, 3XL Reg and 4XL Reg
Carhartt	101621	Duck Active Jac/Quilt Lined w/ attached hood with Owner's Logo	Carhartt Brown	Each	2	\$	\$	Small – 2XL Reg
				Each	3	\$	\$	Lg Tall – 3XL Tall, 3XL Reg and 4XL Reg

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<u>Vendor Name</u>	<u>Style #</u>	<u>Description</u>	<u>Colors</u>	<u>Unit of Measure</u>	<u>2 year Estimated Quantities</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Sizes</u>
Carhartt	101618	Duck Traditional Coat/Quilt-Lined w/optional hood with Owner's Logo	Carhartt Brown	Each	2	\$	\$	Small – 2XL Reg
				Each	3	\$	\$	Lg Tall – 3XL Tall, 3XL Reg and 4XL Reg
Carhartt	102179	Full Swing Jacket with Owner's Logo	Carhartt Brown	Each	3	\$	\$	Small – 2XL Reg
				Each	3	\$	\$	Lg Tall – 3XL Tall, 3XL Reg and 4XL Reg
Carhartt	101576	Fleece Quarter-Zip with Owner's Logo	Dark Navy	Each	3	\$	\$	Small – 2XL Reg
				Each	3	\$	\$	Med Tall – 4XL Tall and 3XL – 5XL Reg
Carhartt	101626	Duck Bib Overall/Quilt Lined	Carhartt Brown	Each	2	\$	\$	Waist 50" or less
				Each	3	\$	\$	Waist 52" or more
Carhartt	102905	Hi-Vis Long Sleeve w/ reflective with Owner's Logo	Brite Lime	Each	2	\$	\$	Med– 2XL Reg
				Each	3	\$	\$	Med Tall – 3XL Tall, 3XL Reg and 4XL Reg
Carhartt	101017	Traditional Twill Coverall - uninsulated with Owner's Logo	Dark Navy	Each	3	\$	\$	Chest size 34" Short and Reg – 50" Short and Reg
				Each	3	\$	\$	Chest Size 52" Short and Reg or more, 38" Tall or more
Carhartt	FRA265	Hood	Carhartt Brown	Each	2	\$	\$	OFA
Carhartt	102869	Knit Watch Hat	Dark Navy	Each	3	\$	\$	OFA
Total Price for Group B	-----	-----	-----	-----	-----	-----	\$	-----

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<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Usage</u>	<u>Markup</u>	<u>Extended Price</u>
Markup Multiplier %	e.g. (Estimated Usage \$2,000 x Markup ___% = \$_____ Extended Price)	Lump Sum	\$2000	%	\$
Total Price	Total Price for Group A, Group B and Markup Multiplier	-----	-----	-----	\$

2. For the one-time logo set up charge, the total sum of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
 (in writing) (in writing)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
 (in figures) (in figures)

3. Optional Order Work

OPTIONAL For providing, performing, and completing all FY 21/22 Work on the same terms and conditions as the FY 19/20 Work and FY 20/21 Work, the sum of the products resulting from multiplying the estimated quantity by the unit price. The sum of the extended prices for all line items will be the Total Price **PLUS** \_\_\_\_\_%.

It is expressly understood and agreed that:

- (i) Owner shall have no obligation to accept price proposals for the Optional Order Work set forth above, but Owner reserves the right, in its sole discretion, to accept, at the time of award, such price proposals as selected in Owner's notification of acceptance in the form attached to this bound set of documents; and
- (ii) If the Optional Order Work is accepted as selected in Owner's notification of acceptance in the form attached to this bound set of documents, then the Contract Price shall be adjusted in accordance with the applicable FY 21/22 Multiplier indicated above; and
- (iii) If the Optional Order Work is accepted as selected in Owner's notification of acceptance in the form attached to this bound set of documents, then Owner shall not be obligated to order any Optional Order Work or any set percentage of Optional Order Work, and all claim or right to dispute or complain or assert that there was any misunderstanding in regard to the nature or the

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amount of Optional Order Work to be done is hereby waived and released.

**B. BASIS FOR DETERMINING PRICES**

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Any items of Work not specifically listed or referred to in the Schedule of Prices shall be deemed incidental to the Contract Price and shall not be paid for separately except as incidental to the Contract Price, including without limitation the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, or the cost of any portion of the time of Bidder or its staff;
3. Owner is not subject to state or local sales, use, and excise taxes, no such taxes are included in the Schedule of Prices, and all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
4. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
5. Any quantities shown on the Proposal Page are estimated usage for the initial twenty four (24) month contract period and as such are for bid canvassing purposes only. The Commission reserves the right to increase or decrease quantities ordered under this contract. Nothing herein will be construed as an intent on the part of the Commission to procure any uniforms other than those determined by the Commission to be necessary to meet its needs.

The Commission will only be obligated to order and pay for such quantities as are from time to time ordered, delivered and accepted on purchase order releases issues directly by the Commission.

**C. TIME OF PAYMENT**

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

1. 100% of the applicable Unit Price set forth in the Schedule of Prices upon delivery of each acceptable unit of Unit Price Item provided during Owner's fiscal year ending April 30, 2021, in full compliance with this Contract/Proposal;

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2. 100% of the one-time logo set up charge upon delivery of the first acceptable unit of Unit Price Item provided during Owner's fiscal year ending April 30, 2021, in full compliance with this Contract/Proposal that bears Owner's logo;
3. If Owner's notification of acceptance in the form attached to this bound set of documents includes any one or more or all of the items of Optional Order Work set forth in the Schedule of Prices, 100% of the applicable Unit Price set forth in the Schedule of Prices upon delivery of each acceptable unit of Unit Price Item provided in full compliance with this Contract/Proposal as adjusted in accordance with the Unit Price Multipliers set forth in the Schedule of Prices for the FY 21/22 Work, as the case may be.

Payments shall be made no more frequently than monthly and within 45 days following Owner's approval of Bidder's application for payment. Notwithstanding satisfactory achievement of any payment milestone set forth above, no pay request shall be considered for payment by Owner unless submitted on or before the 24<sup>th</sup> day of any month following completion of the applicable milestone for which payment is requested, unless otherwise agreed to or directed by Owner.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

3. **Delivery Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver the items of work wear ordered in accordance with, and subject to, the following terms and conditions:

A. **Delivery Period.** Bidder shall perform the Work diligently and at such a rate as will allow for the prompt delivery of work wear as and when required.

B. **Delivery Destination.** All work wear ordered shall be delivered, FOB Point of Destination, to Jenessa Rodriguez, Document Management Specialist, DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, between the hours of 9:00 A.M. and 4:30 P.M., Monday through Friday, unless otherwise approved by Owner.

C. **Inspection/Testing/Rejection.** Owner shall have the right to inspect all or any part of the work wear delivered and to reject all or any part of the work wear delivered that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, purchase a substitute supply of work wear from other sources and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work wear delivered so rejected may be returned or held at Bidder's expense and risk.

**4. Financial Assurance**

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall carry insurance or maintain self insurance with respect to its facilities and business of the kinds and in the amounts that are customarily carried or maintained by parties operating similar properties and businesses, including, without limiting the generality of the foregoing, fire and other casualty and liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments, or expenses were advanced. The insurance coverages and limits set forth above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal.

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

C. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

**5. Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 60 days after the date this sealed Contract/Proposal is opened.

**6. Bidder's Representations and Warranties**

In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Section 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in,

## Contract/Proposal Work Wear Supply

or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, promptly and without charge, correct any failure to fulfill the above warranty at any time within one year after delivery or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract/Proposal or by law. The above warranty shall be extended automatically to cover all replacements provided under such warranty and Bidder's obligation to correct Work shall be extended for a period of one year from the date of such replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract/Proposal.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation any prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies, and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to provide the Work within the Contract Price Proposal set forth above.



7. **Acknowledgements**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal, including all of its Attachments and Appendices, and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Limit of Liability. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that in no event shall Owner be liable for anticipated profits, incidental or consequential damages, or penalties of any description. Owner's liability on any claim arising out of or connected with or resulting from this Contract/Proposal or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.

E. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

F. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.

G. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract/Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.

H. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract/Proposal shall be held invalid, illegal, or unenforceable by a

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court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.

I. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.

J. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

K. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Bidder's Status: ( ) \_\_\_\_\_ Corporation      ( ) \_\_\_\_\_ Partnership      ( ) Individual Proprietor  
                            (State)    (State)

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

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: \_\_\_\_\_

(corporate seal)      Printed Name: \_\_\_\_\_  
(if corporation)

Title/Position: \_\_\_\_\_

Bidder's Business Address: \_\_\_\_\_

Bidder's Business Telephone: \_\_\_\_\_      Facsimile: \_\_\_\_\_

If a Corporation or Partnership, list all Officers or Partners and 10%± Shareholders:

NAME	TITLE/OWNERSHIP PERCENTAGE	ADDRESS

**ATTACHMENT A**

**SPECIAL PROJECT REQUIREMENTS**

1. Performance of the Work

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that:

- (a) All work wear to be provided shall be of the Carhartt type (or approved equal), style, and color indicated in the Schedule of Prices section of the Contract/Proposal (or approved equal) and, with respect to any Arc-Rated work wear to be provided, shall be NFPA 70E (ASTM 1506) Compliant. Each garment supplied shall be tagged or labeled with a Statement of Conformance which states the garment meets the minimum requirements of performance specification ASTM 1506-15 (or latest revision).
- (b) Employees presenting their DuPage Water Commission identification badge to Bidder's in-store personnel shall be professionally measured and counseled as to the benefits, disadvantages, features, fit, and cost of each type and style of work wear approved by Owner for each employee in that person's department, as well as the pre-approved per-department-per-employee minimum purchase requirements and total cost allowance, based upon master lists to be provided by Owner to Bidder.
- (c) Employees shall be allowed to try on samples of the Owner-approved work wear in order to assist employees in determining the type and style of work wear that best suits their needs and is most comfortable for them.
- (d) Once an employee has made his or her selections, the employee shall be counseled concerning the proper care and treatment of any Arc-Rated or Color Enhanced work wear ordered by that employee.
- (e) Once an employee has made his or her selections, a separate invoice for such employee's order, including the name of the employee, the items and quantity of work wear chosen by that employee, and the cost thereof shall be submitted to Jenessa Rodriguez, Document Management Specialist, by facsimile or e-mail, for approval of the order prior to Bidder's placement of that employee's order for delivery.
- (f) All work wear approved for delivery shall be delivered, FOB Point of Destination, with the corresponding invoice(s), to Jenessa Rodriguez, Document Management Specialist, DuPage Water Commission, 600 East Butterfield Road, Elmhurst, Illinois 60126-4642, between the hours of 9:00

**Attachment A  
Contract/Proposal  
Work Wear Supply**

A.M. and 4:30 P.M., Monday through Friday, unless otherwise approved by Owner.

- (g) All work wear delivered in compliance with the Contract/Proposal shall be paid for as provided in Section 2C of the Contract/Proposal.

2. Optional Order Work

If Owner's notification of acceptance in the form attached to this bound set of documents includes any one or more or all of the items of Optional Order Work set forth in the Schedule of Prices section of the Contract/Proposal, then, in addition to the in-store measurement of employees and furnishing and delivering work wear during Owner's fiscal year ending April 30, 2021, Bidder proposes, and agrees, that Bidder shall be obligated to provide the in-store measurement of employees and furnishing and delivering work wear during Owner's fiscal year ending April 30, 2021. The FY 21/22 Multiplier set forth in Paragraph 2A3 of the Schedule of Prices, as the case may be, are established for this possible extension of the Work.

If Owner selects the Optional Order Work in Owner's notification of acceptance in the form attached to this bound set of documents, the Contract/Proposal shall apply equally to such Optional Order Work, and the Contract Price shall be adjusted in accordance with the Unit Price Multipliers set forth in the Schedule of Prices for the FY 21/22 Work, as the case may be.

Notwithstanding anything to the contrary contained in the Contract/Proposal, and even if Owner's notification of acceptance in the form attached to this bound set of documents includes any Optional Order Work, the Contract/Proposal shall not be deemed to be nor construed as a firm commitment to request any Optional Order Work or any set percentage of Optional Order Work. If Owner does not select any or any portion of such Optional Order Work in Owner's notification of acceptance in the form attached to this bound set of documents, or if Owner's notification of acceptance in the form attached to this bound set of documents includes any Optional Order Work and Owner does not order any or any portion of such Optional Order Work, Bidder shall not dispute or complain of such decision nor assert that there was any misunderstanding in regard to the nature or amount of the Work, including Optional Order Work, to be done. In addition, the failure to select any Optional Order Work in Owner's notification of acceptance in the form attached to this bound set of documents, or to order any Optional Order Work even if Owner's notification of acceptance in the form attached to this bound set of documents includes Optional Order Work, shall not constitute the basis of a claim for damages or anticipated profits nor entitle Bidder to any compensation or damages therefor.

**Attachment A  
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3. Logo

All shirts, jackets, and coveralls shall have a 3” by 3” outline of Owner’s logo (but with solid lettering) embroidered on the right chest above any pockets in either Royal Blue or White Regular or Fire Resistant thread depending upon the color and type (arc rated or non-arc rated) of the garment. A sample of the design will be provided by Owner.

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof, **[INCLUDING] [EXCLUDING]** the FY 21/22 Work set forth in the Schedule of Prices section of the Contract/Proposal attached hereto, is hereby accepted by the order of the DuPage Water Commission (“Owner”) this [ ] day of \_\_\_\_\_, 2019.

This Acceptance, together with the Contract/Proposal attached hereto, including all of its Attachments and Appendices, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled “Amendment to Contract/Proposal.” Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

**DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
John F. Spatz, Jr.  
General Manager