



1150 Half Day Rd.  
 Highland Park, Illinois 60035  
 847.432.0807  
 cityhpil.com

Public Works  
 Department

**CONTRACT FOR  
 CLOTHING ALLOWANCE UNIFORM PURCHASE FOR PUBLIC WORKS DEPARTMENT**

**OWNER:**

City of Highland Park (“City”)  
 Department of Public Works  
 1150 Half Day Road  
 Highland Park, Illinois 60035

**TIMELINE:**

City issues RFP: Thursday, October 15, 2020  
 Deadline for questions: Thursday, October 22, 2020  
 Q&A Posted: EOD Monday, October 26, 2020  
 Proposals due: Thursday, October 29, 2020

The City will receive e-mailed proposals until **11:00 a.m. on Thursday, October 29, 2020** for the Products generally described as Clothing Allowance Uniform Purchase for Public Works Department.

**INSTRUCTIONS TO BIDDERS**

Preparation of Proposals

All proposals for the delivery of the Products 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 named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternative bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

The City 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.

Delivery of Proposals

Each proposal shall be submitted in PDF format and e-mailed to Contract Specialist, Bianca Ramirez, at [bramirez@cityhpil.com](mailto:bramirez@cityhpil.com) by 11:00 AM on Thursday, October 29, 2020. Proposals once received will receive a confirmation of receipt. Proposals received after the time specified above will be rejected.

Opening of Proposals

Due to closure of city buildings, all bid/RFP activities including bid/RFP openings will be performed as a closed event. If you need bid results or need additional information on bid process, please contact Bianca Ramirez at 847.926.1189 or [bramirez@cityhpil.com](mailto:bramirez@cityhpil.com).

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.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, the City may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Estimated Quantities

The items and quantities set forth on the proposal are estimates only, and will be used strictly for canvassing of bids.

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.

The City reserves the right to accept the proposal that is in its judgment, the best and most favorable to the interests of the City 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; 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.

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

October 15, 2020

**CITY OF HIGHLAND PARK**

By:   
 Ron Bannon, Deputy Director



1150 Half Day Rd.  
 Highland Park, Illinois 60035  
 847.432.0807  
 cityhpil.com

Public Works  
 Department

**REQUEST FOR PROPOSAL (RFP)**  
**CLOTHING ALLOWANCE UNIFORM PURCHASE FOR PUBLIC WORKS DEPARTMENT**

E-mailed Proposals must be received before **11:00 a.m., Thursday, October 29, 2020** to  
 Bianca Ramirez at [bramirez@cityhpil.com](mailto:bramirez@cityhpil.com), Contract Specialist

Full Name of Bidder (" <b>Bidder</b> ")	
Office Address	
City, State Zip	
Contact Person	
Email Address	
Telephone No.	Fax No.

TO: City of Highland Park ("**City**")  
 Department of Public Works  
 1150 Half Day Road  
 Highland Park, Illinois 60035  
 Attention: **Bianca Ramirez, Contract Specialist**

*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. Proposal to Deliver Products**

A. Contract and Products. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, deliver to the City, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Proposals attached hereto ("**Products**") in new, undamaged, and first-quality condition. Bidder further proposes to:

- 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, equipment, materials, supplies, information, data, and other means and items necessary to deliver

the Products to the City in a proper and workmanlike manner;

- Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
- Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract/Proposal;
- Taxes. Pay all applicable federal, state, and local taxes; and
- Miscellaneous. Do all other things required of Bidder by this Contract/Proposal.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes and agrees that the Products will comply strictly with the following Specifications:



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1. The City of Highland Park Public Works employees must be able to visit a local store within 25 miles of the City’s Public Services Building (1150 Half Day Road, Highland Park) to purchase all boots and clothing items.
2. Turnaround time for embroidery/screen printing service shall be stated in the bidder’s proposal.
3. Orders shall be filled upon receipt. City employees shall be able to purchase items and carry them from a physical storefront.
4. Proposal submittals shall include the company’s *Return/Exchange Policy* for the City’s review.
5. All uniforms and equipment shall carry the standard manufacturer’s warranty.
6. The City of Highland Park Public Works employees shall purchase items through the use of a purchasing card or house account that is managed and tracked by the vendor and is restricted to the items approved by the City.

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide the Products to the City in accordance with the following Attachment B.

If the City has specified the Quantity of Products to be delivered to the City on Page 1 of the Request for Proposals, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Proposal, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by the City.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the City, repair or replace, any damage done to, and any loss or injury suffered by, the City as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Products. If, in the City's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Proposal, then the City, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract/Proposal. Products so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

A. Schedule of Prices

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and
3. The City reserves the right to increase or decrease purchasing quantities, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract/Proposal that are accepted by the City. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

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

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1. Account statements and invoices shall be provided to the City of Highland Park for payment. Payment shall be made via check or electronic transfer, subject to the City's purchasing procedures and legally required approvals.

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

**3. Contract Time Proposal**

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall make available the Products to the City not later than 30 days after the Contract/Proposal is accepted. The initial term of this contract shall begin January 1, 2021 and run through December 31, 2023. The City may modify the Time of Performance at any time upon 60 days prior written notice to the Bidder. Delays caused by the City shall extend the Time of Performance; provided, however, that Bidder shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Bidder or of the City.

B. Renewals. This Contract may be renewed for one additional 36 month term, upon the mutual written consent of the City and Bidder.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

**45 Days from Receipt of Invoice**

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

Invoices must be submitted within 30 days of completion of the Work. The City has no obligation to pay any invoices submitted after 30 days of the completion of the invoiced Work.

**4. Financial Assurance**

A. Bonds. [None].

B. Indemnification. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the City 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, or failure to perform, under this

Contract/Proposal, including, without limitation, 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, or failure to perform, under this Contract/Proposal.

**5. Firm Proposal**

All terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.

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

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

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than **[one year]** after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

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 statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 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

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the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Bidder is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) 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 (3) any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the Contract Time Proposals set forth above.

7. Acknowledgements

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

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

B. Reservation of Rights. The City 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 and in the City's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the City 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.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal. Except where specifically stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Contract/Proposal; nor any information or data supplied by the City, whether before or after the City's acceptance of this Contract/Proposal; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Contract/Proposal; nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, 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 the City.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. 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 the City.

J. Governing Law. This Contract/Proposal shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. Reserved.

L. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Bidder or in this Agreement, or has personally received payment or other consideration for this



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Agreement; (2) as of the date of this Agreement, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner

or degree with the performance of the obligations under this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

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

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

Signature of Bidder or Authorized Agent: \_\_\_\_\_ (corporate seal, if corporation)



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

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

Business Address: \_\_\_\_\_

Business phone: \_\_\_\_\_

If a Corporation or Partnership, list all Officers or Partners:

Table with 3 columns: NAME, TITLE, ADDRESS. Multiple empty rows for data entry.

For New Bidders: Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

Table with 3 columns: PROJECT ONE, PROJECT TWO, PROJECT THREE. Rows for Owner Name, Owner Address, Reference, Phone Number, Type of Work.



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**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Highland Park (“*City*”) this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

This Acceptance, together with the Contract/Proposal attached hereto, 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 the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled “Amendment to Agreement.” Acceptance or rejection by the City of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

**ATTEST:**

**CITY OF HIGHLAND PARK**

\_\_\_\_\_  
**Ashley Palbitska, Deputy City Clerk**

\_\_\_\_\_  
**Ghida S. Neukirch, City Manager**



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**ATTACHMENT A  
SPECIFICATIONS**

**Introduction and Background**

The City of Highland Park Public Works Department is an accredited agency organized into four divisions; Transit and Support Services, Operations, Engineering, and Water Production. To ensure a unified look amongst the Department's staff, approximately 45 to 60 employees are provided an annual allowance of \$150 to \$300 for the purchase of boots and clothing. Employees are limited to purchasing clothing approved by the City, which is based upon their position. Approved allowance items include safety toe boots, outerwear and reflective safety outerwear such as jackets, coveralls, sweatshirts, fleeces, etc., as well as t-shirts, long sleeve shirts, polo shirts, button down shirts, etc. Clothing must be embroidered or screen-printed, depending on material.

**Project Description**

The Highland Park Public Works Department is seeking a single vendor to supply footwear and clothing with embroidery and screen print services. This single vendor shall include the establishment of a house account or purchasing card in each employee's name with the employee's clothing and boot allowance that can be charged over the course of the City's fiscal year (January 1<sup>st</sup> to December 31<sup>st</sup>.) up to the individual limit set forth by the City. The Vendor shall supply clothing and footwear from the Department's approved list, a store front where employees may try clothing on, and embroidery and screen print services of all applicable clothing items.

**Project Detail**

The Vendor shall provide the following services:

1. Store Front - The Vendor shall have a "brick and mortar" storefront within 25 miles of the City of Highland Park Public Services Building (1150 Half Day Road, Highland Park, IL. 60035).
2. Embroidery/Screen Printing- All screen-printing will be done with black or white ink and typically will be done over the left breast. Embroidery will contain the City of Highland Park seal and/or script such as "Public Works Department".
3. Purchasing Card/House Account - The Vendor shall provide a house account or purchasing card in each employee's name with the employee's clothing allowance dollar amount that can be charged over the course of the City's fiscal year. The City will provide the vendor with a roster of all eligible employees and will provide updates to said roster on an as needed basis.
4. Purchasing of Approved Items-The Vendor shall limit employees to purchasing only those clothing and footwear items approved by the City.

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**Address of Store:**

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**Store Hours of Operation:**

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**Purchasing Card/House Account: Please describe how you manage clothing allowance accounts for each employee:**

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**Identify the controls in place to limit purchases that are not authorized:**

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**Can items or sizes that may not be stocked in store be ordered?**

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**Do you perform in store measuring and/or alterations? Please describe:**

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**Please indicate the turnaround time for screen-printing/embroidery: \_\_\_\_\_ days.**

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**ATTACHMENT B  
SCHEDULE OF PRICES**

The following items are representative of City approved clothing but does not constitute a complete listing. In the table below, please provide the approximate number of brands available, the top 2 brands carried in store, and the price range for each Item Description. This will be used to evaluate the Vendor’s selection of products and price points available to the employee:

<b>Item Description</b>	<b>Number of Brands Available</b>	<b>Top 2 Brands</b>	<b>Price Range \$</b>	
Safety Toe Boots				
Hi-Viz Lime T-shirt; Short Sleeve				
Hi-Viz Lime T-shirt; Long Sleeve				
Hi-Viz Lime; Sweatshirt				
Hi-Viz Lime; Jacket				
Hi-Viz Lime; Raincoat				
Bib Overalls/Coveralls				
Polo Shirt				
Work Khaki Pant				
Fleece Pullover				