

SOLICITATION FOR:

Police Department Uniforms and Apparel

IFB 19-01



CITY OF WOBURN, MASSACHUSETTS

RELEASED:

July 30, 2018

DUE BY:

August 15, 2018 @ 11:00 AM

DELIVER TO:

City of Woburn

Purchasing Department

Attn: Orazio DeLuca

Chief Procurement Officer

10 Common St.

Woburn, MA 01801

SECTION 1.0 INSTRUCTIONS TO OFFEROR

1.1 General

- When submitting bid, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to: Purchasing Department, City of Woburn, 10 Common St. Woburn, MA 01801
- Bids submitted must be an original
- The completion of the following forms is necessary for consideration of a potential contract award. When submitting bid documents, please retain the order of documents as originally provided:

a. Quality Requirements

b. Signed Terms, Conditions and Certifications

c. Completed Bid Pricing Page

d. Appendix A - Past Performance / References

NOTE: If Vendor is incorporated, an updated “CERTIFICATE OF GOOD STANDING” from the Commonwealth of Massachusetts may be required for the awarded vendor only.

- Please review and return with your sealed bids as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

1.2 General Information & Submission Instructions

1.2.1 Bid Delivery

Responses must be delivered by **Wednesday, August 15, 2018 at 11:00AM EST** to City of Woburn, Purchasing Department, Attn: Orazio DeLuca, 10 Common St. Woburn, MA 01801. One (1) copy of the response shall be submitted. Responses must be sealed and marked with the solicitation title and number. All bids must include a forms listed in Section 1.1.

1.2.2 Bid Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

1.2.3 Time for Bid Acceptance

The contract will be awarded within 30 days after the bid opening. The time for award may be extended for up to 30 additional days by mutual agreement between the City of Woburn and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment, the apparent highest responsive and responsible bidder.)

1.2.4 Bonding Requirements

Not applicable to this solicitation

1.2.5 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. Addenda will be emailed or faxed to all bidders on record as having picked up the solicitation. No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department. **It is also the responsibility of the vendor to monitor the City's website for addenda. The web address is: www.cityofwoburn.com/departments/purchasing/bids**

1.2.6 Modification or Withdrawal of Bids, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a bid by written notice received by the City of Woburn prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.___" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the original solicitation.

After the bid opening, an Offeror may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

1.2.7 Right to Cancel/Reject Bids

The City of Woburn may cancel this solicitation, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interests of the City.

1.2.8 Bid Prices to Remain Firm

All bid prices submitted in response to this solicitation must remain firm for 60 days following the bid opening.

1.2.9 Unbalanced Bids

The City reserves the right to reject unbalanced, front-loaded and conditional bids.

1.2.10 Unforeseen Office Closure

If, at the time of the scheduled bid opening, Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

1.2.11 Price Submission

All prices must contain the unit rate as requested on the bid price form in this solicitation. All prices are to include delivery, the cost of fuel, the cost of labor and all other charges related to the products or services listed. Prices are to remain fixed for the contract period of performance.

1.2.12 Estimated Quantities

The City of Woburn has provided estimated quantities for services over the course of the contract period. These estimates are estimates only and not guaranteed.

1.2.13 Brand Name “or Equal”

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

1.2.14 Warranty

The Offeror warrants that (1) the Supplies sold are merchantable, (2) that they are fit for the purpose for which they are being purchased, (3) that they are absent any latent defects and (4) that they are in conformity with any sample which may have been presented to the City. The bidder guarantees that upon inspection, any defective or inferior Supplies shall be replaced without additional cost to the City. The Vendor will assume any additional cost accrued by the City due to the defective or inferior Supplies. The bidder guarantees all Supplies for a period of one (1) year, or as otherwise specified herein.

1.2.15 Cancellation

The City reserves the right to cancel this contract at any time on any grounds, including the vendor’s failure to comply with the Scope of Work (SOW) provided herein.

1.3 Questions About the Solicitation

Questions concerning this solicitation must be submitted in writing to: Orazio DeLuca, City of Woburn, Purchasing Department, 10 Common St. Woburn, MA 01801 **before @ 12:00 NOON on Friday, August 10, 2018.** Questions may e-mailed to odeluca@cityofwoburn.com. Written responses will be emailed to all bidders on record as having picked up the IFB. If any bidders or proposers contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

1.4 Quality Requirements

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The City of Woburn will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1-3, or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	Vendor to have five (5) years or more of experience in providing uniforms to public safety and other various customers		
2.	Vendor is capable of providing all items required by the City of Woburn Police Department stated in Section 5.0		
3.	Vendor is capable that a complete order shall be delivered within 90 days of the order date		
4.	Vendor's facility is located within a thirty (30) mile radius from the City of Woburn		
	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

In order to provide verification of affirmative responses to items 1-3 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

1.5 Rule for Award

A contract will be awarded to the responsive and responsible bidder offering the lowest total price for all items for Year 1.

SECTION 2.0
GENERAL TERMS, CONDITIONS, CERTIFICATIONS

These TERMS and CONDITIONS shall apply to all Contracts with the City of Woburn.

2.1 Bid Offers

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the City of Woburn. Bids not submitted in duplicate may be rejected. Bids with erasures or alterations will be rejected.

2.2 Prices

Must be F.O.B. Delivered Destination-Woburn, MA. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid.

2.3 Awards

to a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.

2.4. Payment

The City of Woburn shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract should be submitted before the first day of the in which payment is to be made to insure payment by twentieth day of that month, except where the allowance for a discount differs from the above. Contractor agrees to submit bills and delivery slips to the City Department in sufficient time for such discounts to be taken advantage of by the City and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the City, as specified on the order or from the date a correct invoice is received by the using agency of the City, if the latter date is later than the date of delivery.

2.5.Guarantees

The successful bidder shall repair, replace, or make good, without cost to the City, any defects or faults arising within one (1) year after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.

2.6 Patents

The Seller shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof,

in any such suit is held to constitute an infringement, the Seller within a reasonable time, will, at its expense and as the City may elect, replace such material, equipment, or apparatus, or remove the material, equipment, or apparatus and refund the sums paid.

2.7 Legality

The successful bidder shall comply with all applicable United States, Massachusetts, and/or City of Woburn codes, statutes, ordinances, rules, and regulations.

2.8 Taxes

Purchases made by the City are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

2.9 Bonds

If this Invitation requires bid surety, the surety shall be in the form of bid bond of a MA Licensed Company, certified check, bank check, money order from a responsible bank, made payable to City of Woburn and must be filed with the original bid at the Office of the Purchasing Agent. Failure to submit surety will cause the bid to be rejected. The bid surety will be returned to the successful bidder within seven (7) days after the execution of the awarded contract and approval by the City of the performance bond. In the case of a default, the bid surety shall be forfeited to the City of Woburn. The successful bidder may be required to furnish a performance bond in an amount and with a MA licensed Surety satisfactory to the City. The Contractor will assume all costs for bonds.

2.10 Orders

Verbal Orders are not binding on the City of Woburn, and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of City Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the City. Purchase Orders issued by the City to pay for goods or services shall be made part of Contract.

2.11 Indemnity

Contractor shall agree to Indemnify, Defend, and Hold the City Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

2.12. Equality Where trade names or specific manufacturers are mentioned in the specifications, the City does not intend to limit competition, but merely to indicate the general type of commodity to be supplied. The City invites offers on comparable commodities to those named or described in the specification. Naming of any commercial name, trademark or other identifier shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:(a)it is at least equal in quality, durability, appearance,

strength, and design;(b)it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and(c)it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials, other than the one named, shall be submitted to the City in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the provisions of M.G.L., Ch.30,s.39J, or other applicable statute, approval shall be at the sole discretion of the City, it shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor. Include a written brochure outlining all features of the product offered whenever possible.

2.13 Minority Business Enterprise Plan

Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office (“SDO”) (formerly SOMWBA) and the Division of Capital Asset Management (“DCAM”) have set revised participation goals for Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

10.4% combined MBE/WBE participation on construction contract awards; and,
17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE

participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

2.14 Right to Know Legislation

M.G.L., Ch.111F and 454 CMR 21.06 All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL,Ch.111F , are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

2.15 Non-Collusion Affidavit

M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10 Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

2.16 State Taxes Paid

Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.17 Bid Offers

Bid offers will be reviewed and awards made as soon as is possible. Awards will be made within 30 business days from Bid Opening. Offers must be signed to be valid.

2.18 Unit Price

The case of arithmetical error in any offer involving extension of prices quoted herein, the unit price will govern the final price of quantities offered.

2.19 Insurance

Contractor shall purchase and maintain coverage for Workers' Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability; Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor's operations under this agreement,

whether such operations be the Contractor's, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than \$ 1,000,000 in Bodily Injury and in Property Damages. A certificate of insurance naming the City of Woburn as Additional Named Insured shall be filed with the City prior to the commencement of any contract's operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-renewal or cancellation of coverage to City of Woburn. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 11).

2.20 Independent Contractor

The contractor is neither an agent nor an employee of the City of Woburn and is not authorized to act in behalf of the City of Woburn.

2.21 Complete Agreement

The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

2.22 Assignment / SubContracting

The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the City without prior written consent of the City of Woburn.

2.23 Conflict of Interest

The bidder certifies that no official or employee of the City of Woburn has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A,s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the City of Woburn.

2.24 Termination

The City of Woburn shall have the Right to terminate this Agreement, if:(A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not effected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the City of Woburn, or,(B)a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to support continuation of

performance in any Fiscal Year succeeding the first year of this Agreement. City of Woburn shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. NOTICE: The City of Woburn may terminate this Contract or any Purchase Order issued hereunder without cause at anytime, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

2.25 Return of property

Upon termination, the Contractor shall immediately return to the City of Woburn, without limitation, all documents, plans, drawings, tools, equipment, and items of any nature whatsoever supplied to the Contractor by the City, or items developed by the Contractor in accordance with the terms of a Contract with the City of Woburn.

2.26 Interpretations of Specifications

Any prospective bidder that requests an interpretation of existing specifications' terms or conditions must do so within five (5) working days before the scheduled bid opening or defined question due date located with the instructions to bidder. All requests shall be in writing to the Purchasing Agent.

2.27 Information

The submission of a bid offer authorizes the City to contact any and all parties referenced by the bidder in regard to financial and operational information. The City shall have the right to request verification of any information or qualifications submitted as part of any offer to the City.

2.28 Price Reduction

It is understood and agreed that should any price reductions occur between the opening of the bid offers and the completion of the delivery of goods or services that the benefit of all such reductions will be extended to City.

2.29 Governing Law

The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

2.30. Enforceability

In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

2.31 Samples

Any qualified bidder may be required to submit samples of the goods offered at the request of the Purchasing Agent. Evaluation for acceptability will be a determining factor in the selection

process.

2.32 Discrimination

It is understood and agreed that it shall be a material breach of Contract resulting from this bid offer for the Contractor to engage in any practice which shall violate any provision of M.G.L., Ch.151B, relative to discrimination in hiring, discharge, or, terms or conditions of employment.

2.33 Extension of Contract

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

The Offeror's submission will remain in effect for a period of 60 days from the response deadline or until it is formally withdrawn, a contract is executed or this solicitation is canceled, whichever occurs first.

The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an **original signature** and all other information, or, the Bid or Proposal will be **rejected**.

In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:

1.STATE TAXES PAID: Pursuant to M.G.L. Chapter 62C, s. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.CERTIFICATE OF NON-COLLUSION: M.G.L. C. 30, s. 39M and/or C. 30B, s.10 : Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

3.PUBLIC CONTRACTS - DEBARMENT: M.G.L. C. 550, Acts of 1991: The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of C. 29, s. 29F, or any other

applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

4. HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER \$ 10000:

Chapter 306 of the Acts of 2004: The undersigned certifies that the firm is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;(2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration at the time that the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and(3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration.

5. COMPLIANCE : The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in MA as required by Law.

Print Name _____

Circle: Corporation Partnership Individual

Authorized Signature _____

Print Name _____

Title of Person Signing Bid or Proposal _____

Date _____

Company Federal ID # or Social Security # _____

State of Incorporation _____

Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully complete.

SECTION 3.0
INVOICING REQUIREMENTS

3.1 General

Each invoice shall be mailed to the designated billing office at the following address after completion of order:

Woburn Police Department
Attn: Maureen Ward
25 Harrison Ave
Woburn, MA 01801
mward@woburnpd.com

To ensure a proper invoice, the invoice must include the following information and/or attached documentation:

- 1) Name of the business concern, invoice number and invoice date;
- 2) Contract number, or authorization for delivery of property or performance of services;
- 3) Description, price, and quantity and services actually delivered or rendered;
- 4) Shipping and payment terms;
- 5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
- 6) Other substantiating documentation or information as required by the contract.

SECTION 4.0 SPECIFICATIONS

4.1 General

- The vendor shall furnish and deliver Police uniforms and materials as indicated below in section 4.2.
- All items shall be new, name brand, and of first quality. All garments shall be labeled with the manufacturer's name, laundry instructions, country of manufacture, and material composition of the garment.
- The City reserves the right to order more or less of the estimated quantity stated in Section 5.0. These are estimates from historical yearly department purchases.
- Woburn PD patch provided by the Woburn Police Department. Battle Flag provided by vendor.
- A retail facility must be within a reasonable distance of 25 Harrison Avenue, Woburn MA. Reasonable is defined as within a thirty (30) mile radius.
- To insure proper fit, alterations may be required to hem and sleeve length, leg width, waist, seat, and crotch as garments are ordered. Such alterations shall be performed in a professional manner, including hems straight, length even on both legs, color of thread matching color of material, and pressed after alterations are completed. If the initial alterations were done incorrectly, the garment shall be re-altered at no additional charge. Alterations to be done onsite.
- Vendor must be able to provide shipping either to officer's home or Woburn Police Department
- Bidder shall submit with his bid the current price lists published by the manufacturer. The successful bidder or bidders shall be required to furnish at least two copies of such price lists, and all revisions thereto, during the period of the contract.

4.2 Product List and Specifications

See Appendix B for detailed specs on each piece

ITEM	MODEL	PATCHES	LETTERING
Spring Reversible Coat - Dark Navy/HI VIS	Blauer #6001 Reversible Bomber	Woburn Left Battle Flag Right	WOBURN POLICE on HV side in Black
Short Rain Coat Black HI/VIS	Blauer #233R Reversible Rain Jacket	NONE	WOBURN POLICE on HV side in Black
Long Rain Coat Black HI/VIS	Blauer #733R Reversible Rain Jacket	NONE	WOBURN POLICE on HV side in Black
Winter Jacket Dark Navy	Blauer #9810Z Patrol Jacket	Woburn Left Battle Flag Right	NONE
All Purpose Rain Jacket	Blauer 26950-1 Rain Jacket	NONE	WOBURN POLICE on HV side in Black
Long Sleeve Uniform Shirt Dark Navy	Blauer 8600Z or Blauer 8670	Woburn Left Battle Flag Right	NONE
Short Sleeve Uniform Shirt Dark Navy	Blauer 8610Z or Blauer 8675	Woburn Left Battle Flag Right	NONE
Uniform Pants - 10 Pocket Dark Navy - Royal Blue to waist Hemmed	Blauer 8560P10	NONE	NONE

4.2.1 Samples

After determination of the lowest bidder(s), the City may request the lowest bidder(s) to provide product samples of items to ensure compliance with specifications. After notification, samples must be provided with ten (10) business days. Failure to provide samples will render Bid non-responsive. Samples may also, be requested at any point during the term of the contract. All samples shall be at the expense of the bidder. Samples shall become the property of the City. Samples shall be sent to: Lt. Christopher Wackrow, 10 Common Street, Woburn MA 01801.

4.3 Contract Term

The period of performance for this contract is one (1) year from date of execution with two (2) one (1) year option years to renew.

**SECTION 5.0
PRICING**

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Woburn entitled:

Police Department Uniforms and Apparel

The Offeror proposes to furnish and deliver the products specified below at the following prices. Prices are to remain the same for the entire contract period. Please ensure that you complete pricing for all three (3) years.

CLIN	Description	Est Qty	Unit	Unit Price	Total Amount
YEAR 1					
001	Blauer #6001 Reversible Bomber Jacket	70	EA		
002	Blauer #233R Reversible Rain Jacket	50	EA		
003	Blauer #733R Reversible Rain Jacket (Long)	20	EA		
004	Blauer #9810Z Patrol Jacket – Dark Navy	50	EA		
005	Blauer 26950-1 All Purpose Rain Jacket	30	EA		
006	Blauer 8600Z Long Sleeve Shirt Dark Navy <i>or Blauer 8670 Long Sleeve Shirt Dark Navy</i>	150	EA		
007	Blauer 8610Z Short Sleeve Shirt Dark Navy <i>or Blauer 8675</i>	150	EA		
008	Blauer 8560P10 Uniform Pants	110	EA		
009	Flag Patch (Appendix C)	350	EA		
YEAR 1 TOTAL					

CLIN	Description	Est Qty	Unit	Unit Price	Total Amount
YEAR 2					
001	Blauer #6001 Reversible Bomber Jacket	70	EA		
002	Blauer #233R Reversible Rain Jacket	50	EA		
003	Blauer #733R Reversible Rain Jacket (Long)	20	EA		
004	Blauer #9810Z Patrol Jacket – Dark Navy	50	EA		
005	Blauer 26950-1 All Purpose Rain Jacket	30	EA		
006	Blauer 8600Z Long Sleeve Shirt Dark Navy <i>or Blauer 8670 Long Sleeve Shirt Dark Navy</i>	150	EA		
007	Blauer 8610Z Short Sleeve Shirt Dark Navy <i>or Blauer 8675</i>	150	EA		
008	Blauer 8560P10 Uniform Pants	110	EA		
009	Flag Patch (Appendix C)	350	EA		
YEAR 2 TOTAL					

CLIN	Description	Est Qty	Unit	Unit Price	Total Amount
	YEAR 3				
001	Blauer #6001 Reversible Bomber Jacket	70	EA		
002	Blauer #233R Reversible Rain Jacket	50	EA		
003	Blauer #733R Reversible Rain Jacket (Long)	20	EA		
004	Blauer #9810Z Patrol Jacket – Dark Navy	50	EA		
005	Blauer 26950-1 All Purpose Rain Jacket	30	EA		
006	Blauer 8600Z Long Sleeve Shirt Dark Navy <i>or Blauer 8670 Long Sleeve Shirt Dark Navy</i>	150	EA		
007	Blauer 8610Z Short Sleeve Shirt Dark Navy <i>or Blauer 8675</i>	150	EA		
008	Blauer 8560P10 Uniform Pants	110	EA		
009	Flag Patch (Appendix C)	350	EA		
YEAR 3 TOTAL					

SEE FOLLOWING PAGE FOR REQUIRED SIGNATURE FOR PRICING

NAME OF COMPANY / INDIVIDUAL: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL:

X _____

ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____

SECTION 6.0
FORMS

6.1 Required Submissions

6.1.1 Certificate of Authority

6.1.2 Insurance Certificate (To be provided post award)

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name)

(Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid
(Officer)

and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Office)

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

(Clerk)

CORPORATE SEAL:

INSURANCE SPECIFICATIONS
INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million
Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT
PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN
THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory
EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ Statutory

1. A contract will not be executed unless a certificate (s) of insurance evidencing above described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF WOBURN" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:
City Of Woburn
Purchasing Department
10 Common St.
Woburn, MA 01801

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

ADD "X" HERETO CERTIFY THAT THE CITY OF WOBURN IS AN ADDITIONAL INSURED

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

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF WOBURN IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF WOBURN
PURCHASING DEPARTMENT
10 COMMON ST
WOBURN, MA 01801

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

**APPENDIX A
PAST PERFORMANCE / REFERENCE SHEET**

The City requires that the Contractor demonstrate experience providing similar services in **size, scope and completely** for a minimum of three (3) projects. Three (3) references shall be provided for past performance.

Please use the below format for all references submitted and provide as much detail as possible in the Summary section.

Past Performance / Reference Title:	
Period of Performance	
Contract \$ Value	
Technical & Contractual POC Names & Titles	
Telephone numbers	
Email addresses	
Detailed summary of services provided	

APPENDIX B
DETAILED PRODUCT SPECIFICATIONS

Item 1 - Blauer 6001 Reversible Bomber Jacket

Features:

- Durable Taslan nylon outer shell fabric
- Patented breathable printed backcoating
- B.DRY® waterproof, windproof, breathable fabric lining
- ANSI/ISEA 107-2004 Class II Certified
- Reverses to hi-vis yellow polyester for better fade resistance
- Seams sealed with thermal tape
- Drop shoulder design for unrestricted movement
- Perimeter facing prevents "peek through"
- 2" SCOTCHLITE™ band around chest and sleeves on hi-vis side
- 10" side zippers with snap-tab closures
- Flapped double-entry lower pockets with uniform buttons
- Pit zippers for access to shell
- 2-piece sleeves
- Delrin zipper front
- Front zipper extends to collar top edge
- Military style epaulets with uniform buttons
- Badge tab on both sides
- Microphone tabs on left and right side on hi-vis side only
- 26" long
- Fabric: B.DRY®
- Dry Cleanable: No



Standards:

- ANSI/ISEA 107-2004 Class 2

Item 2 - Blauer 233R Reversible Rain Jacket

Features:

- B.DRY® waterproof & windproof jacket
- Breathable laminate jacket
- ANSI/ISEA 107-2010 Class III Certified
- 2" SCOTCHLITE™ reflective trim around chest, sleeves, and cuffs on hi-vis side
- Fully reversible to hi-vis fluorescent polyester
- Perimeter facing prevents "peek through"
- Double storm flaps with reversible zipper
- Sport collar zips to top
- Seams sealed with thermal tape
- 8" go-through slash pockets with welts
- Drop shoulder design for freedom of movement
- Snap front closures
- Microphone tabs on left and right sides (black and hi-vis sides)
- Badge tabs on both sides (left chest)
- 32.5" length
- Jacket has snaps for rain hood
- 123 is snap-on hood
- Fabric: B.DRY®
- Dry Cleanable: No



Standards;

- ANSI/ISEA 107-2004 Class II Certified

Item 3 – Blauer: 733 Reversible Rain Jacket

- B.DRY® waterproof, windproof, breathable laminate
- ANSI/ISEA 107-2004 Class III Certified
- 2” SCOTCHLITE™ reflective trim around chest, sleeves, cuffs, and above hem on hi-vis side
- Fully reversible to high visibility fluorescent polyester for better fade resistance
- Reverses to solid black for formal occasions or tactical use.
- Perimeter facing prevents “peek through”
- Sport collar zips to top
- Seams sealed with thermal tape
- 10” go-through slash pockets with welts
- Drop shoulder design for unrestricted movement
- Quick dry taffeta pockets
- Snap front closures
- Double storm fly front with reversible delrin zipper
- Badge tabs on both sides on left chest
- Microphone tabs on left and right of both sides
- 49” long
- 123 is snap-on hood (order collar snaps on jacket)



Item 4 – Blauer 9810Z Jacket

Features:

- Rugged ripstop Taslan nylon shell fabric
- Patented breathable printed backcoating
- B.DRY® waterproof, windproof, breathable fabric lining
- Seams sealed with thermal tape
- Zip-out B.WARM® fleece liner
- Standard deploy-on-demand front and rear pull-down panels
- Panels can be lettered for hidden identification
- Drop shoulder design for full range of movement
- Zippered side openings for access to weapon or equipment
- Front and back yoke design
- Double storm-flap extends to top of sport collar
- Double-entry lower pockets with flaps
- Adjustable cuffs
- Pit zippers for access to shell
- Removable waterproof breathable hood stores in collar
- Military style epaulets with uniform buttons
- Large inside zippered security pocket
- Large back hem storage pocket with velcro closure
- Vertical zipper welt pockets
- Badge tab
- Standard SCOTCHLITE™ deploys from underside of cuffs and under collar
- 26" long
- Fabric: B.DRY®
- Available Colors: Dark Navy & Black
- Dry Cleanable: No



Item 5 - Blauer 26950-1 All Purpose Jacket

Features:

- ANSI/ISEA 107-2010 Class III Certified
- Seams sealed with thermal tape
- Zip-out B.WARM® fleece liner
- Double-entry lower pockets with flaps
- Double storm flaps cover delrin zipper
- Sport collar zips to top
- Pit zippers for added ventilation
- Side zippers for access to equipment
- Fully lined with nylon taffeta
- Side zippers for access to equipment
- Zip-out hood
- Microphone tabs
- Adjustable hook-and-loop sleeve closure
- 30" long
- Blauer 134-1, 134, or 9834 are matching rain pants



Item 6 – Blauer8600-Z Long Sleeve Shirt

- Traditional 5-crease military style (stitched)
- 8.5 oz. linear plain weave polyester fabric with 10% stretch and B.XDRYTM Wicking technology
- Front zipper closure
- Pleated pockets with scalloped flaps, pencil slot left, and hook- and-loop closure
- Banded dress collar
- 2-button adjustable cuffs
- Epaulets
- Badge eyelets with internal support strap
- Extra-long shirt tails
- 8610-Z is short sleeve version with convertible sport collar



Fabric: Polyester

Blend: 100%

Weight: 9 oz.

Weave: Plain Weave

Washable: Yes

OR

Blauer 8670 Long Sleeve Shirt

- Heavy duty washable fabrics with 10% stretch and liquid repelling finishes
- Special function pleated patch pockets with hook-and-loop flaps, pencil slot left, and secure vertical compartment for glasses or documents
- TASER® AXON integration system - wire ports
- on side panels
- Abrasion resistant, stretch nylon mesh side panels
- provide advanced breathability and a custom tapered fit
- Adaptive visibility provided by deployable reflective trim on pocket panels, inside cuffs and underside of rear collar provide 360 degree protection
- Zippered front with mock buttons
- Center-positioned mic tab for ease of use
- Extra-long shirt tails stay tucked in
- Convertible sport collar for comfort and contemporary appearance
- Traditional 5-crease military style (stitched)
- 2-button adjustable cuffs
- Reinforced epaulets
- Badge with internal support strap



Item 7 – Blauer 8610-Z Short Sleeve

- Traditional 5-crease military style (stitched)
- 8.5 oz. linear plain weave polyester fabric with 10% stretch
and B.XDRY™ Wicking technology
- Front zipper closure
- Pleated pockets with scalloped flaps, pencil slot left, and
hook-and-loop closure
- Banded dress collar
- 2-button adjustable cuffs
- Epaulets
- Badge eyelets with internal support strap
- Extra-long shirt tails



Fabric: Polyester
Blend: 100%
Weight: 9 oz.
Weave: Plain Weave
Washable: Yes

OR

Blauer 8675 Short Sleeve

- Heavy duty washable fabrics with 10% stretch and liquid repelling
finishes
- Special function pleated patch pockets with hook-and-loop
flaps, pencil slot left, and secure vertical compartment for
glasses or documents
- TASER® AXON integration system - wire ports
- on side panels
- Abrasion resistant, stretch nylon mesh side panels
- provide advanced breathability and a custom tapered fit
- Adaptive visibility provided by deployable reflective trim on pocket
panels, inside cuffs and underside of rear collar provide 360 degree
protection
- Zippered front with mock buttons
- Center-positioned mic tab for ease of use
- Extra-long shirt tails stay tucked in
- Convertible sport collar for comfort and contemporary
appearance
- Traditional 5-crease military style (stitched)
- 2-button adjustable cuffs
- Reinforced epaulets
- Badge with internal support strap



Item 8 - Blauer 8560P10 Ten Pocket Poly Wool Trousers

- Worsted 14.5 oz. serge weave washable 75/25 wool blend with 10% stretch
 - Silicone crease retention process
 - Stretch waistband construction with 2 bead silicone shirt grip and double hook and eyes
 - Front quarter pocket styling
 - 2 hip pockets with button tabs
 - 2 rear billy pockets; 2 cut-in front pockets
 - 2 cut-in side pockets
 - Strong and comfortable cotton blend pocketing
 - Heavy-duty nylon fly zipper with auto-lock slider
 - Split-seam tailored construction
 - Thigh let-outs accommodate athletic builds
 - Extra-strength tandem-needle seat seam
- Fabric: Worsted Wool Blend
Blend: 75/25
Weight: 14.5 oz.
Weave: Serge Weave
Washable: Yes



APPENDIX C
PATCH SAMPLES



