

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR NEWTON POLICE DEPARTMENT

REQUEST FOR PROPOSAL:

**SUPPLY AND DELIVER
LAW ENFORCEMENT UNIFORMS**

RFP #24-04

Proposal Due Date: August 17, 2023, at 10:00 a.m.

JULY 2023

RUTHANNE FULLER, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT**

REQUEST FOR PROPOSALS #24-04

The City of Newton (City) invites sealed proposals from proposers to

SUPPLY & DELIVER LAW ENFORCEMENT UNIFORMS

Proposals will be received until: **10:00 a.m., Thursday, August 17, 2023¹**
at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459.

Immediately following the deadline for proposals a list will be created of all proposers names received and will be posted to the City's website: www.newtonma.gov/bids .

Contract documents relating to this Request For Proposals will be available online at www.newtonma.gov/bids or for pickup at the Purchasing Department after: **10:00 a.m., July 27, 2023.**

The term of the awarded contract **shall extend from the time of execution through June 30, 2024.** The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price and terms and conditions.** The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.

All proposals shall be submitted as one (1) ORIGINAL and three (3) COPIES.

All City of Newton proposals are available on the City's web site, www.newtonma.gov/bids.

It is the sole responsibility of the contractor downloading these proposals to ensure they have received any and all addenda prior to the proposal opening date.

Addenda will be available online with the original proposal document.

If you download proposals from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX **AND REQUEST FOR PROPOSALS NUMBER.**

The City will reject any and all proposals in accordance with the above referenced General Laws.

In addition, the City reserves the right to waive minor informalities in any or all proposals, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA

¹ Proposers have the option to submit their proposals through the Commonwealth of Massachusetts Operation Services Division CommBUYS website, <https://www.commbuys.com/bsol/>. To submit a proposal, a proposer must register with CommBUYS by going to the website and clicking on the following: *Vendor Training Resources* ⇨ *Job Aids For Vendors* ⇨ *CommBUYS General* ⇨ *CommBUYS Vendor Registration Job Aid*. Once a proposer is registered, it may submit a proposal (Quote) in accordance with the Instructions set forth in Attachment A hereto. This Request For Proposals is identified on the CommBUYS platform in **Open Bid BD-21-1159-NEW01-NEW01-91217.**

Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, flowing style.

Nicholas Read
Chief Procurement Officer
July 27, 2023

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSAL #24-04
SUPPLY & DELIVER LAW ENFORCEMENT UNIFORMS**

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for the supply and delivery of law enforcement uniforms for the City of Newton Police Department, a Request For Proposals (RFP) using comparative judgments of technical factors and not price alone must be considered. Specific non-price factors the City wishes to consider are the ease with which officers can be measured and take delivery of items of clothing, the proposer's ability to provide the brands of clothing consistent with City standards in a timely manner, and whether proposal prices are fixed or subject to a price adjustment.

II. INSTRUCTIONS TO PROPOSERS

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, MA 02459, no later than **10:00 a.m., Thursday, August 17, 2023.**

Proposals shall consist of two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except the fee the proposer will charge for equipment and services hereunder and (ii) a Price Proposal, which shall consist solely of the proposer's fee. Proposers shall submit one **(1) original and three (3) copies of the Technical Proposal** in one envelope and **one (1) Price Proposal** in a separate sealed envelope. Please ensure that Technical and Price Proposals are submitted in **separate sealed envelopes**. A copy of the Technical Proposal in digital DVD format is requested but not required. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

The Proposal envelopes shall be marked as follows:

1. **“TECHNICAL PROPOSAL - RFP #24-04 – “Supply and Deliver Law Enforcement Uniforms”**
and
2. **“PRICE PROPOSAL – RFP #24-04 – “Supply and Deliver Law Enforcement Uniforms”**

Technical Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer.

IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL MAY BE DISQUALIFIED.

Proposers have the option to submit their proposals through the Commonwealth of Massachusetts Operation Services Division CommBUYS website, <https://www.commbuys.com/bsol/>. To submit a proposal, a proposer must register with CommBUYS by going to the website and clicking on the following: *Vendor Training Resources* ⇒ *Job Aids For Vendors* ⇒ *CommBUYS General* ⇒ *CommBUYS Vendor Registration Job Aid*. Once a proposer is registered, it may submit a proposal (Quote) in accordance with the Instructions set forth in Attachment A below. This RFP is identified on the CommBUYS platform in **Open Bid BD-21-1159-NEW01-NEW01-91217**.

If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov, otherwise you may view all City of Newton public bids online at www.newtonma.gov/bids

- B. **QUESTIONS/ADDENDUMS:** Inquiries involving procedural or technical matters should be directed in writing, no later than **Friday, August 11, 2023 at 12:00 noon** to:

purchasing@newtonma.gov or facsimile (617) 796-1227
Chief Procurement Officer
Purchasing Department, City of Newton
1000 Commonwealth Avenue
Newton, MA 02459

ADDENDA: Each proposer is required to acknowledge any/all Addenda. Proposers shall acknowledge addenda on the first line of their Transmittal/Cover Page which shall be placed as the first page of the Technical Proposal as well as on the designated line of the Price Proposal.

Addenda will be posted online and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton, Purchasing Department by emailing or faxing your company's: name, address, phone, fax, and email address and include the RFP NUMBER (#24-04) and project title. It is the Contractor's sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available at the Purchasing Department and on the City's website: www.newtonma.gov/bids

If you have downloaded the RFP please be sure to email us (purchasing@newtonma.gov) your Name, Address, Phone and Fax numbers, email address and what RFP number and project title you have downloaded.

- C. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the supplies to be provided and the services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character supplies to be provided or the contemplated services.
- D. The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive minor informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.
- E. TIMELINE:

| | |
|----------------------------|--|
| RFP Released: | July 27, 2023 at 10:00 a.m. |
| Questions Deadline: | August 11, 2023 at 12:00 Noon |
| Addenda w/Answers: | On or before August 14, 2023 before 5:00 p.m. |
| Proposal Submittal: | August 17, 2023 at 10:00 a.m. |
| Award: | TBA |

III. BACKGROUND

Under Collective Bargaining Agreements between the City and the Newton Police Superior Officers Association with the Newton Police Association, the City is to provide police officers with uniforms and equipment. To fulfill this obligation, the Newton Police Department (NPD) will from time to time authorize each officer to purchase or replace elements of the officer's uniform and kit by notifying the vendor in writing of the officer's identity and listing the items of clothing that officer is authorized to purchase. The City therefore seeks a vendor that can measure officers for properly fitting items of the uniform, provide timely delivery.

The vendor will be paid on submission of invoices for clothing accepted by the officer. The City processes all invoices in a timely manner with warrants for approval of vendor checks submitted to the Mayor two times each week.

The City recognizes that the biggest component of proposer's price is what it must pay the manufacturer, and will consider as a comparative criterion, the reasonableness of a price adjustments offered by the proposer. Proposers must complete and submit the attached Price Adjustment Rider with their Technical Proposals.

IV. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for receipt, the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee appointed by the Chief Procurement Officer who shall prepare their evaluation instructions based on the criteria contained herein.

Upon completion of the technical evaluation, the Chief Procurement Officer will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for sixty (60) calendar days after the proposal opening.

V. MINIMUM CRITERIA

Any proposer submitting a proposal for NPD clothing, equipment and services must satisfy all the Minimum Criteria.

Proposals that do not demonstrate compliance with the Minimum Criteria may not be further considered.

The City will not award a contract except to a responsible and responsive proposer that has documented successful experience in accordance with the following minimum requirements:

1. A completed and signed Price Adjustment Rider (p.7).
2. Completed Bidder's Qualifications and References Form
3. Completed Certification of Tax Compliance
4. Completed Certificate of Foreign Corporation (if applicable)
5. Completed Certificate of Non-Collusion
6. Completed Debarment Letter
7. Completed IRS Form W-9
8. Completed Business Category Information Form

To the extent that a Minimum Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

VI. COMPARATIVE CRITERIA

Proposals that meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. To the extent that a criterion is based on the evaluation of a proposer's plan, the proposer shall provide a plan that will allow for a meaningful evaluation of that plan. The city reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given for each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

1. Proximity to Police Headquarters: The proximity of the vendor to the NPD allows greater flexibility for fittings, purchases and returns. Distance will be measured using Google maps.

Highly Advantageous: Proposer has a location within 20 miles of 1321 Washington Street, West Newton, Massachusetts.

Advantageous: Proposer located more than 20 miles and less than 35 miles from 1321 Washington Street, West Newton, Massachusetts.

Not Advantageous: Proposer located 35 miles or more from 1321 Washington Street, West Newton, Massachusetts.

2. Frequency of Uniform Fittings: Infrequent or inconvenient fitting opportunities can be disruptive to an officer's schedule. More fitting sessions are therefore desirable.

Highly Advantageous: Proposer can perform 3 or more 8-hour fittings at Washington Street, West Newton, Massachusetts during the 12- month period.

Advantageous: Proposer can perform less than 3 fittings for 8 hours at 1321 Washington Street, West Newton, Massachusetts during the 12-month period.

Not Advantageous: Fittings performed at Proposer's location only

Unacceptable: Proposer does not perform fittings

3. Cost of Uniform Fittings: Additional costs for fittings will reduce the officer's allowance and are not desirable.

Highly Advantageous: Proposer charges no additional cost for fittings.

Not Advantageous: Proposer charges additional fee (hourly, daily, or per officer) for fittings

4. Alterations, Patches and Piping

Highly Advantageous: Proposer capable of providing alterations on the site of their business

Not Advantageous: Proposer sends uniforms to a third party for tailoring

5. Delivery

Highly Advantageous: Delivery within 14 days with all garments grouped and packaged in complete sets.

Advantageous: Delivery within 30 days with all garments grouped and packaged in complete sets.

Not Advantageous: Deliver over 30 days to 60 days with all garments grouped and packaged in complete sets.

Unacceptable: Over 60 days or not grouped and packaged in complete sets.

6. On-Line Ordering Capabilities

Highly Advantageous: Online portal customizable for each officer's allowable items to be purchased. Capable of tracking individual officer orders and spending limit, varying levels of approval, varying shipping options and status updates.

Advantageous: Online portal with less capabilities, but each officer can order individually.

Not Advantageous: No online ordering capabilities.

7. Fixed/Flexible Pricing Options (based on the Price Adjustment Rider, p. 7 below)

Highly Advantageous: Contractor agrees to fixed price for the term(s) of the contract

Advantageous: Contractor agrees to adjustment for the term(s) of the contract **but only** to the extent of any increase in the Contractor's cost from the manufacturer.

Not Advantageous: Contractor agrees to adjustment for the term(s) of the contract but only to the extent of any increase in the Contractor's cost from the manufacturer plus an additional fixed percentage of that amount.

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #24-04**

PRICE ADJUSTMENT RIDER

The City is soliciting proposals for police uniforms for its police officers, together with services for measuring officers to ensure that their uniforms fit properly. The City acknowledges that contractor prices for such uniforms and services will be based principally on their cost in acquiring specified items of clothing from their manufacturer.

The City is willing to consider price adjustments in determining the most advantageous proposer, it being understood that certainty in budgeting for these items is more desirable than uncertainty.

Contractors must provide pricing information with their Technical Proposals. Please complete the following as applicable. (Contractors must complete at least one.)

1. _____ The unit prices offered in the Item Worksheets for Project Manual #24-04 shall remain fixed for the term of the contract.

2. _____ The proposer reserves the right to increase a unit price offered in the Item Worksheets For Project Manual #24-04 to the extent, and only to the extent, that the manufacturer of that item has increased its price from the price of that item as of June 30, 2024, but only if the City receives proper evidence from the manufacturer documenting such increase.

3. _____ The proposer reserves the right to increase a unit price offered in the Item Worksheets For Project Manual #24-04 (i) to the extent that the manufacturer of that item has increased its price from the price of that items as of June 30, 2024, but only if the City receives proper evidence from the manufacturer documenting such increase plus (ii) _____ % of the amount of such increase.

This Price Adjustment Rider must be submitted with the proposer’s Technical Proposal.

Date _____

_____ (Name of General Bidder)

BY: _____

_____ (Printed Name and Title of Signatory)

_____ (Business Address)

_____ (City, State Zip)

_____ / _____ (Telephone) (FAX)

_____ (E-mail Address)

CITY OF NEWTON
DEPARTMENT OF PURCHASING
PRICE PROPOSAL #20-70

A. The undersigned proposes to furnish all supplies accordance with the Project Manual prepared by the City entitled:

**SUPPLY AND DELIVER
LAW ENFORCEMENT UNIFORMS**

B. This proposal includes addenda number(s) _____, _____, _____, _____.

C. The contract price will be the Average Percentage Discount Off MSRP based on the attached Item Worksheet For Project Manual #24-04 at p. 10 below.²

_____ and \$ _____
(Written word) (Numerical)

IMPORTANT: Award will be made to the most advantageous proposer taking into consideration the Average Percentage Discount Off MSRP. The City cannot provide estimated quantities as quantities change from year to year. Contractor agrees that however many units are purchased, the MSRPs shall be those set forth in the ITEM WORKSHEET FOR PROJECT MANUAL #24-04.

COMPANY NAME _____

D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days
Prompt Payment Discount _____% _____ Days

E. The undersigned has completed and submits herewith the following documents:

- Signed Bid Form, 2 pages
- Price Adjustment Rider, 1 page
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page
- Business Category Information Form, 1 page
- Item Sheet, 1 page

² The MSRPs on the Item Worksheet For Project Manual #24-04 are weighted to account for the likely proportion of items to be purchased. In the event that the Average Percentage Discount Off MSRP does not match the weighted MSRPs of all items, the City is authorized to recalculate the Average Percentage Discount Off MSRP.

F. The undersigned agrees that, if selected as Vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)
BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)
_____/_____
(Telephone) (FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

**ITEM WORKSHEET FOR PROJECT MANUAL #24-04
SUPPLY & DELIVER LAW ENFORCEMENT UNIFORMS**

Each line item shall contain percentage off of MSRP from each manufacturer as of July 1, 2023. Proposers' pricing will be compared by taking a weighted average of the 15 items listed below.

| Weighted Percentage | Manufacturer/ Product Description | Percent off MSRP |
|---------------------|---|------------------|
| 15 | 5.11 Tactical | |
| 15 | Flying Cross | |
| 15 | BLAUER | |
| 15 | Second Chance Ballistic Vests | |
| 10 | Under Armour | |
| 10 | Safariland | |
| 7 | Blackington | |
| 5 | Bianchi | |
| 1 | Bates Shoes | |
| 1 | Boston Leather | |
| 1 | Rocky Boots | |
| 1 | Keystone Hats | |
| 1 | GFP Gloves | |
| 1 | Smith and Wesson (handcuffs) | |
| 1 | Monadnock | |
| 1 | Heroes Pride (Patches) | |
| 100% | Average Percentage Discount Off MSRP | |

COMPANY: _____

CONTACT PERSON: _____

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A MBE? _____ YES _____ NO WBE? _____ YES _____ NO or MWBE? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

(Signature of individual)

Name of Business

CERTIFICATION OF TAX COMPLIANCE**

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

Signature of Individual (Mandatory)

*** Contractor's Social Security Number
or Federal Identification Number

Print Name: _____

Date: _____

Corporate Name

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Officer Name: _____

- * The provision in this Certification relating to child support applies only when the Contractor is an individual.
- ** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.
- *** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

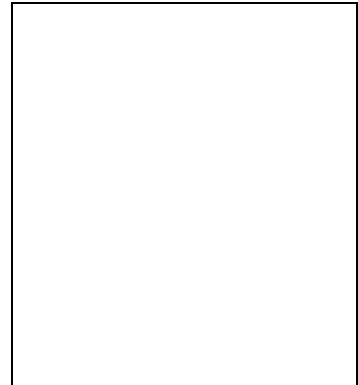
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



City of Newton



Mayor
Ruthanne Fuller

Purchasing Department
Nicholas Read ☎ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Request For Proposal #24-04

Dear:

As the awarded vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal(s) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact me at (617) 796-1220.

Sincerely,

Nicholas Read
Chief Procurement Officer

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

| | | |
|--|--|---|
| Print or type See Specific instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | |
|--------------------------------|--|
| Social security number | |
| or | |
| Employer identification number | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

| | | | |
|------------------|----------------------------|--------|------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ | Name |
|------------------|----------------------------|--------|------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Business Category Information Form*

IFB No. 24-04

Supply & Deliver Law Enforcement Uniforms

| Business Type Categories* | Select All That Apply |
|---|-----------------------|
| MBE: Minority-Owned Business Enterprise | |
| WBE: Women-Owned Business Enterprise | |
| VBE: Veteran Business Enterprise | |
| SDVOBE: Service-Disabled Veteran-Owned Business Enterprises | |
| DOBE: Disability-Owned Business Enterprise | |
| LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise | |

*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

By: _____

Date:

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Contractor shall indemnify and save harmless the City and all persons acting for 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 infringement, the Contractor, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification 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 (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, 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 Contractor's expense.

All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

- 15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
- 16. Right To Know:
Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.
- 17. **INSURANCE REQUIREMENTS**
The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

| | |
|-----------------|--|
| Personal Injury | \$500,000 each occurrence \$1,000,000 aggregate |
| Property Damage | \$500,000 each occurrence \$1,000,000 aggregate |

VEHICLE LIABILITY

| | |
|-----------------|--|
| Personal Injury | \$500,000 each person \$1,000,000 aggregate |
| Property Damage | \$300,000 each occurrence \$500,000 aggregate |

The City shall be named as additional insured's on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CONTRACT FORMS

The awarded contractor will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - VENDOR AGREEMENT

CONTRACT NO. C-_____

THIS AGREEMENT made this __ day of __ in the year Two Thousand and Twenty-Three by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. PRODUCT DESCRIPTION.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's proposal for the following item or items:

SUPPLY AND DELIVER LAW ENFORCEMENT UNIFORMS

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request For Proposal #24-04 issued by the Purchasing Department;
- c. The Project Manual for Supply & Deliver Law Enforcement Uniforms including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
- d. Addenda Number(s) _____ ;
- e. The Proposal Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR. The CONTRACTOR represents that its proposal was made without condition, qualification or reservation of any kind, except upon the written acknowledgement and consent of the CITY.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of the awarded contract shall extend from the day of execution of this contract through **June 30, 2024**. The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price and terms and conditions**. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. **Prices submitted in this bid shall remain firm for the duration of the contract period, including options to renew.**
- VI. **QUANTITIES.** It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only.
- VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Purchase Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Contractor, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Vendor under the terms of this contract.
- X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Contractor may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and 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 infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. **INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Vendor from his obligation to comply in all respects with the contract.
- XV. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

XVI. INSTALLATION. If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.

XVII. TERMINATION. The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping or Work Order issued pursuant thereto in any one of the following circumstances:

- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
- b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

XVIII. INSURANCE REQUIREMENTS. The Vendor shall provide insurance coverage as listed below. This insurance shall be provided at the Vendor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

| | |
|-----------------|--|
| Personal Injury | \$500,000 each occurrence \$1,000,000 aggregate |
| Property Damage | \$500,000 each occurrence \$1,000,000 aggregate |

VEHICLE LIABILITY

| | |
|-----------------|--|
| Personal Injury | \$500,000 each person \$1,000,000 aggregate |
| Property Damage | \$300,000 each occurrence \$500,000 aggregate |

The City shall be named as additional insureds on the Vendor's Liability Policies.

XIX. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XX. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XXI. AMENDMENTS TO THIS CONTRACT. This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Title _____

Chief Procurement Officer

Print _____

Date _____

Date _____

By _____

Chief of Police

Affix Corporate Seal Here

Date _____

Certified that City funds are available in the following account number:

Approved as to Legal Form and Character

0120112-558100

I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders.

By _____

Associate City Solicitor

By _____

Comptroller of Accounts

Date _____

Date _____

CONTRACT APPROVED

By _____

Mayor or her designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. Corporation, and that _____
(insert the name of officer who signed the **contract and bonds**.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(Insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

**CITY OF NEWTON
PURCHASING DEPARTMENT**

SUPPLY & DELIVER LAW ENFORCEMENT UNIFORMS

SPECIAL CONDITIONS

1. The term of the contract awarded pursuant to this bid will be for 12 months.
2. It is specifically understood the City does not agree to purchase any specific quantity of any item and some items may not be purchased at all. Purchases will be made to cover actual requirements only.
3. The Chief of Police will appoint a member of the department to serve as Inspector of Uniforms. The Inspector shall be responsible to authorize the specific purchase of required uniform items under this contract.
4. Proposers on this contract must have been in the business of supplying law enforcement uniforms for a minimum of four consecutive years, and within that period must have successfully completed at least one contract with an annual purchase volume equivalent to that anticipated by this bid.
5. Proposers on this contract must have personnel on staff as well as equipment located at the contractor's place of business to perform uniform alterations and other sewing as may be required during the contract term.
6. All items are to be quoted as specified or approved equal. Any deviations from specifications must be clearly identified in the bid submittal. If deviations are not specifically listed, the City will assume none are taken, and the Contractor will be expected to deliver items exactly as specified.
7. Samples of alternate offers are not required with the bid, however the City reserves the right to request and evaluate samples before making an award. If requested, samples will be provided within five working days.
8. Deliveries of items ordered must be completed within ninety (90) days after receipt of order. Partial deliveries shall be accepted by the contractor until shipment of all items ordered can be made 100% complete. On occasion, delivery of items may need to be done on a RUSH basis.
9. All garments delivered shall be grouped and packaged in complete sets, clearly identified and labeled with the receiving officer's name.
10. Time is of the essence in the delivery of items ordered under this contract. As actual damages for any delay in delivery are impossible to determine, the Contractor shall be liable for and shall pay twenty five dollars (\$25.00) as fixed, and agreed liquidated damages for each calendar day of delay beyond ninety days following receipt of order until delivery is brought to full and accepted completion. Project Manual #24-04 - Law Enforcement Uniforms Page 27 of 28.
11. The contractor shall have an employee available at their place of business during hours of operation to take Officer's measurements.
12. Uniform items shall be altered to individual measurements as necessary to insure proper fit. Finished garments shall be inspected and approved by the Inspector of Uniforms. Any dissatisfaction with the garment will be reported to the contractor who shall arrange with the Inspector of Uniforms to come to the department and inspect the fit of the garment, to make note of necessary adjustments and to take the garment in order to perform the required tailoring. The corrections shall be made and the garment returned with ten (10) working days. If the garment is not then fully satisfactory the contractor may be required, at the discretion of the Inspector of Uniforms, to furnish a completely new garment at no cost to the City.

END OF SECTION

**CITY OF NEWTON, MASSACHUSETTS
NEWTON POLICE DEPARTMENT**

**SPECIFICATIONS
FOR
SUPPLY & DELIVER LAW ENFORCEMENT UNIFORMS**

GENERAL SPECIFICATION

It is proposed to enter into annual contract for the Police Department requirements of police uniforms. Work Orders for deliveries against contracts for uniforms will be issued, as requirements become known.

INSPECTOR OF UNIFORMS

The Chief of the Department will assign a member of his department as Inspector of Uniforms, who will be responsible to the Chief for inspection and acceptance of all uniforms purchased and delivered to the police department. The Inspector of Uniforms will authorize the purchase of each item of uniform for department personnel.

QUALIFICATIONS

The contractor must have at least four consecutive years in the uniform business and must have equipment and personnel to perform uniform alterations and other required sewing located at the contractor's place of business.

AWARD

Award will be made to one contractor submitting the best overall proposal for all the items listed to the specification sheet. Factors to be considered in the making of the award will be the price, adherence to specifications, and ability to meet the delivery time specified below.

GENERAL

Workmanship and finish of uniforms shall conform to "No. 3" garment, as generally recognized in the Tailoring Trade.

DELIVERIES

Deliveries are to be made to Newton Police Department, Support Services Bureau, 1321 Washington St, West Newton, Massachusetts 02465 **within 90 calendar days after receipt of order.**

IN SUBMITTING THE BID, THE CONTRACTOR SHALL GUARANTEE TO MAKE DELIVERY WITHIN THE TIME PERIOD SPECIFIED ABOVE.

The City will hold the contractor fully responsible for the delivery of Uniforms in exact accordance with the contract, and to the reasonable satisfaction of the Inspector of uniforms, the Chief of the Department and the Purchasing agent. All garments delivered shall be packaged and tagged with the name of the person as ordered.

SERVICE

The contractor shall be required to take measurements for uniforms within a minimum of four days' notice. The specific dates for measurements are to be established by agreement with the Inspector of Uniforms. Uniforms shall be altered strictly to individual measurements. Finished garments shall be inspected and approved by the Inspector of Uniforms. Any dissatisfaction with the garment will be reported to the vendor who shall arrange with the Inspector of Uniforms to come to Police Department and inspect the fit of the garment, to make note of necessary adjustments and to return the garment to his place of business for corrections. The corrections shall be made and the garment is to be returned to the Police Department within 10 days. If the garment is not then fully satisfactory, the contractor may be required, at the discretion of the Inspector of Uniforms and the Purchasing agent, to furnish a completely new garment at no cost to the city.

REQUIREMENTS

Insofar as can be determined at this time, the requirements for the period follow. The totals are approximate and the City makes no guarantee thereof, as purchases will be made only as required.

ADDITIONAL INFORMATION

- Patches go on all uniform shirts, patrol jackets (except raincoats), blouse coats and sweaters on both sides of the top of the sleeves. Be sure to include the cost of the patches and the attaching these patches in the contract cost of the individual item on the item worksheet.
- On the back of the following items lettering in a black ink screen is required, be sure to include all costs associated with providing this service for each individual item on the item worksheet:

That reads: POLICE (in black 3D black ink screen)
Reversible jackets
Raincoats
Vests

- On the back of the reversible cruiser jackets, Blauer6001, the lettering shall be 3D black ink lettering, be sure to include all costs associated with providing this service for each individual item on the item worksheet. All lettering above shall be: 3-1/2" high x 9-1/4" wide and centered
- Traffic rainwear requires a 3D reflective black ink screen, on the back that reads: TRAFFIC
All lettering above shall be: 3" high, 12" wide, and centered
- The initials, NPD, are to be embroidered on the left side of collar in front on all turtlenecks. Gold lettering for Sgts, Lts. and Capts. Silver lettering for patrol officers. Be sure to include this cost in the cost of the individual item on the item worksheet:

2. Stripes, hash marks, and bars shall be ordered individually to be embroidered onto a garment. These three items have been added to the bottom of the attached revised item worksheet of page 1 of the item worksheets - the cost of each item shall include all costs associated with the supply of and attaching of each item to a uniform.

Position of hash marks: left sleeve down by wrists of all blouse coats; bars: epaulets of uniform shirts shall be embroidered in gold metallic thread.

END OF SECTION

Instructions for Vendors Responding to Bids Electronically

Introduction

COMMBUYS refers to all solicitations, including but not limited to Requests for Proposals (RFP), Invitations for Bid (IFB), Requests for Response (RFR), Requests for Quote (RFQ), as “Bids.” All responses to Bids are referred to as “Quotes.”

Steps for Bidders to Submit a Quote

1. Launch the COMMBUYS website by entering the URL (www.COMMBUYS.com) into the browser.
2. Enter Bidder login credentials and click the **Login** button on the COMMBUYS homepage. Bidders must be registered in COMMBUYS in order to submit a Quote. Each Vendor has a COMMBUYS Seller Administrator, who is responsible for maintaining authorized user access to COMMBUYS.
3. Upon successful login, the Vendor home page displays with the Navigation and Header Bar as well as the Control Center. The Control Center is where documents assigned to your role are easily accessed and viewed.
4. Click on the **Bids** tab
5. Clicking on the Bid tab opens four sections:
 - a. Request for Revision
 - b. Bids/Bid Amendments
 - c. Open Bids
 - d. Closed Bids
6. Click on the blue **Open Bid** hyperlinks to open and review an open bid
7. A new page opens with a message requesting you acknowledge receipt of the bid. Click **Yes** to acknowledge receipt of the bid. Bidders should acknowledge receipt to receive any amendments/updates concerning this bid.
8. After acknowledgement, the bid will open.

The top left half of the page contains the following information:

- a. Purchaser
- b. Department
- c. Contact for this bid
- d. Type of purchase
 - i. Open Market
 - ii. Blanket
- e. Pre-Bid Conference details (if applicable)
- f. Ship-to and Bill-to addresses
- g. Any attachments to the bid, which may include essential bid terms, response forms, etc.

The top right half of the bid includes the following information:

- h. Bid Date
 - i. Required Date
 - j. Bid Opening Date – date the bid closes and no further quotes will be accepted
 - k. Informal Bid Flag
 - l. Date goods/services are required
9. The lower half of the page provides information about the specific goods/services the bid is requesting.
 10. Click **Create Quote** to begin.
 11. The General tab for a new quote opens. This page is populated with some information from the bid. Fields available to update include:
 - a. Delivery days
 - b. Shipping terms
 - c. Ship via terms
 - d. Is “no” bid – select if you will not be submitting a quote for this bid
 - e. Promised Date

- f. Info Contact
- g. Comments
- h. Discount Percent
- i. Freight Terms
- j. Payment Terms

It is important to note that the bid documents (RFR and attachments) may specify some or all of these terms and may prohibit you from altering these terms in your response. Read the bid documents carefully and fill in only those items that are applicable to the bid to which you are responding.

Update these fields as applicable to the bid and click **Save & Continue** to save any changes and create a Quote Number.

The page refreshes and messages display. Any message in Red is an error and must be resolved before the quote can be submitted. Any message in Yellow is only a warning and will allow processing to continue.

The following messages are received:

Terms & Conditions is not acknowledged – to resolve this, click on the Terms & Conditions tab and accept the terms.

Your quote has not been submitted – information message; no action required

12. Click on the Terms & Conditions Tab. This tab refers to the terms and conditions that apply to this bid. The terms and conditions must be accepted before your quote can be submitted. If your acceptance is subject to any exceptions, those exceptions must be identified here. Exceptions cannot contradict the requirements of the RFR, or required Commonwealth standard forms and attachments for the bid. For instance, an RFR may specify that exceptions may or will result in disqualification of your bid.
13. Click the **Items** tab. The Items tab displays information about the items requested in the bid. To view additional details about an item, click the item number (blue hyperlink) to open.
14. The item opens. Input all of your quote information and click **Save & Exit**.
15. **CONFIDENTIAL INFORMATION:** If documents uploaded in your quote response contain confidential information (security sensitive, EFT, W9, Commonwealth Terms and Conditions), **you must mark each item as confidential**. The confidential column on the Attachments view allows the user to select whether the attached form is confidential or not. Place a check box under the confidential column for each confidential attached form.
16. Click on the **Attachments** Tab. Follow the prompts to upload and name all required attachments and forms and bid response documents in accordance with the instructions contained in the solicitation or bid documents. After uploading each individual file or form, click **Save & Continue**. After you have uploaded all required documents click **Save & Exit**. Be sure to review your attachments to make sure each required document has been submitted.
17. Click the Summary tab. Review the information and update/correct, as needed. If the information is correct, click the **Submit Quote** button at the bottom of the page.
18. A popup window displays asking for verification that you wish to submit your quote. Click **OK** to submit the quote.
19. The Summary tab redisplay with an updated Status for the quote of **Submitted**.
20. Your quote submission is confirmed only when you receive a confirmation email from COMMBUYS. If you have submitted a quote and have not received an email confirmation, please contact the COMMBUYS Help Desk at COMMBUYS@state.ma.us.

If you wish to revise or delete a quote after submission, you may do so in COMMBUYS: (1) for a formal bid, prior to the bid opening date, or (2) for an informal bid (which may be viewed upon receipt), prior to the opening of your quote by the issuing entity or the bid opening date, whichever is earlier.

Bidders may not submit Multiple Quotes in response to a Bid unless the Bid authorizes Multiple Quote submissions. If you submit multiple quotes in response to a bid that does not allow multiple quotes, only the latest submission prior to the bid opening date will be evaluated.