

**CITY OF METHUEN
METHUEN, MASSACHUSETTS 01844
IFB FOR:**

POLICE UNIFORMS 3yrs. + 2 one (1) year extensions-Rebid

The City of Methuen's Police department is seeking bids from qualified vendors for **The purchase of Police uniforms for all divisions within the department**. Specifications and bid forms may be obtained on or after May 13, 2024 via download www.methuen.gov/purchasing. All potential bidders must be registered as a plan holder through this link.

All bids must be made out in Duplicate, **one original and one copy**. The bids must be filled out and signed as directed therein, sealed in an envelope plainly marked **“Methuen Police Uniforms”** addressed to the Office of the City Clerk, Searles Building, 41 Pleasant Street, Rm. 112, Methuen, MA 01844, and endorsed with the name, address of bidder. Sealed Bids must be received by the City Clerk no later than **Wednesday, May 29, 2024 at 11:00 A.M.** local time.

Bids filled out and left with the deposit as above directed, and no other, will be opened at Methuen City Hall on the 3rd floor (Great Hall), 41 Pleasant Street, Methuen, MA 01844 on Wednesday, May 29, 2024 @11:00 AM. The City of Methuen reserves the right to reject any and all bids or to waive any informality in the bidding if it is deemed to be in the best interest for the City to do so.

No Bid may be withdrawn within thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

The bidding and award of this Contract will be under the provisions of M.G.L. Chapter 30B.

Jessica Kalil

Assistant Purchasing Agent

E.T. Publication: May 13,2024

City of Methuen
Police Uniforms 3 years + 2 one (1) year extensions

The City of Methuen through its Police Department is seeking bids for the purchase of uniforms. Specifications, price sheet and forms to be used can be found on the City of Methuen's website Methuen.gov/purchasing on Monday, May 13, 2024 at 8:00AM. Pricing should include any insurance or bonding that is required. All bids must be made out in Duplicate, one original and one copy. The bids must be filled out and signed as directed therein, sealed in an envelope plainly marked "Methuen Police Uniforms" addressed to the Office of the City Clerk, Searles Building, 41 Pleasant Street, Rm.112, Methuen, MA 01844, and endorsed with the name and address of bidder. Sealed Bids must be received by the City Clerk no later than Wednesday, May 29, 2024 @ 11:00 AM local time.

ANTICIPATED IFB TIMETABLE

Dates and times listed on this IFB Timetable are subject to change.

IFB issued	Monday, May 13, 2024 @ 8:00AM
Site visit	N/A
Deadline for submitting questions	Monday, May 20, 2024 @ 12:00 Noon
Answers to questions	Tuesday, May 21, 2024 by end of the day
Bids Due	Wednesday, May 29, 2024 @ 11:00 AM

1. General Information and Bid Submission Requirements

- Bids must be submitted no later than 11:00 AM, May 29, 2024 at the City Clerk's Office/ Customer Service, Room 112, Searles Building, 41 Pleasant St. Methuen, Massachusetts. Using the excel pricing sheet.
- No Bidder may withdraw their bid for a period of thirty (30) work days after the date set for the opening thereof.
- If any changes are made to this IFB, an addendum will be issued. Addenda will be posted on the City of Methuen's website (www.methuen.gov/purchasing).
- Vendors are advised that the City retains the right to inspect and test the Bid products for compliance with the specifications listed herein.
- The contract award is subject to the award by the Mayor as the awarding authority and approval of the contract by the City Council. Contract will be awarded to one vendor.
- A Vendor may correct, modify, or withdraw a Bid by written notice received by the City prior to the time and date set for the Bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____." Each modification must be numbered in sequence and must reference

the original IFB. The modification must be submitted at the City Clerk's Office/Customer Service, Room 112, Searles Building, 41 Pleasant St. Methuen, Massachusetts.

After the Bid opening, a Vendor 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 Vendor will be allowed to correct them. If a mistake is present and the actual intention of the Bid are clearly evident on the face of the Bid document, the mistake will be corrected to reflect the intended correct Bid, and the Vendor will be notified in writing; the Vendor may not withdraw the Bid. The City may cancel this IFB, 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. Each fiscal year is subject to appropriation funding.

- All Bid prices submitted in response to this IFB must remain firm for forty-five (45) days following the Bid opening.
- If, at the time of the scheduled Bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the Bid opening will be postponed until 11:00 am on the next normal business day. Bids will be accepted until that date and time.

2. Rule for Award

One contract will be awarded pursuant to M.G.L. Chapter 30B, the responsible and eligible bidder offering the lowest total bid. These specifications are in anticipation of funding. All contracts are voided if funds are not available.

3. Invoices

All invoices are to be submitted to the ordering department, Example (attention: DPW Dept., Water Dept.). Only invoices referring to a valid purchase order authorized by the City of Methuen and Purchasing Director will be processed for payment. Purchases made by the City are exempt from federal excise taxes and material prices must exclude any such taxes. Tax exemption certificates will be furnished upon request to vendor with the lowest price.

associated with this contract in accordance with the attached Prevailing Wage Statement. Certified payroll records must be submitted with the invoice.

4. Addenda and Interpretations

All questions by prospective Bidders as to the interpretation of Notice to Contractors, form of proposals, form of contract, plans and specifications must be submitted in writing through the following email purchasing@methuen.gov. The City will then issue an addenda and post that to the City's website Methuen.gov/purchasing, for all bidders to view not less than four (4) calendar days before the date of the opening, interpretations of all questions so raised which, in their opinion, require interpretation.

5. Non-Collusion

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further

certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section 29F of chapter 29 or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

6. Conflict of Interest

The Contractor further covenants, in light of the provisions of Chapter 268A of the Massachusetts General Laws, that the Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed by the Contractor.

7. Insurance

The Contractor who is awarded a contract as a result of this invitation to bid shall provide the City of Methuen with a Certificate of Insurance naming the City of Methuen as the Additional Insured.

Contractor shall obtain and keep in force during the term of the contract general comprehensive public liability insurance insuring Contractor and the City of Methuen, against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon City property or arising out of the use of or occupancy thereof. Said insurance shall be written on an occurrence basis to afford protection in such amount as Methuen shall, from time to time, reasonably determine, which can be up to \$1,000,000.00 combined single limit for personal and bodily injury and death; and for property damage, said insurance shall include a provision for medical payments in the amount of \$500,000.00 per person.

The Contractor shall carry Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts, and such other insurance in such amounts as Methuen may reasonably require from time to time.

The insurance coverage required under this agreement and all renewals shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts. Contractor's insurance policies shall contain only such deductibles as Methuen shall approve, such approval not be unreasonably withheld or delayed. Duly executed certificates of insurance, or, if required by Methuen, certified copies or duplicate original policies, together with reasonably satisfactory evidence of payment of the premiums, therefore, shall be delivered to Methuen on or immediately after the Commencement Date of the agreement. If Contractor fails to either acquire or maintain the insurance required by this agreement or to pay the premium for such insurance, this agreement shall be terminated.

Contractor assumes all risk and responsibility for and in connection with any and all activities engaged in by Contractor on City property, or by its agents, Contractors, servants or employees, or any other person and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, unless caused by and directly attributable to the negligence of Methuen, its agents, servants or employees.

8. Statutory Requirements in General

The Contractor shall keep him/herself fully informed of all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the supply, or the materials used or employed in the supply, or in any way affecting the conduct of the supply, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and of all provisions required by law to be made a part of this contract, all of which provisions are hereby incorporated by reference and a part thereof.

If any discrepancy or inconsistency is discovered in the specifications or contract for the supply in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the City in writing. He shall

at all times him/herself observe and comply with, and shall cause all their agents and employees to observe and company with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the owner and the City and all of its and-their officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by him/herself or their employees or subcontractors.

All materials furnished and work done is to comply with all state and federal laws and regulations.

9. Execution of the Contract

The successful Bidder must within ten (10) days, Saturdays, Sundays, and legal holidays excluded, upon receipt of "Notice of Award" of the contract, furnish the required bonds, Certificate of Insurance and sign the contract.

10. Failure to Execute Contract

Should the successful Bidder fail to execute the contract and furnish the bonds and certificates of insurance within the time stipulated, the Awarding Authority may, at their option, determine that the Bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void. The bid deposit accompanying the proposal shall be retained and collected by the Awarding Authority as Liquidated damages for the delay and expense caused by the abandonment of the contract.

11. Materials

All materials are to be of best quality of respective kinds; all labor and workmanship is to be performed to the City's satisfaction; the Contractor shall promptly replace all such as he may condemn, or which may violate State or City regulations.

The Contractor is to indicate in his estimate any variation in price due to the use of any alternate material mentioned herein; otherwise, their bid is to be based on the use of specific materials called for.

All materials must be delivered on the job in their original containers, not broken, and must be approved by the City before being used.

12. Defective Materials

Materials not conforming to these specifications or if in the opinion of the City are defective in any way shall be rejected and removed from the work by the Contractor as directed. No rejected material subsequently corrected of defects shall be used without permission of the City. Should the Contractor fail to remove defective material, the City shall have the authority to remove and replace the defective material and the costs of removal and replacement will be deducted from any monies due to the Contractor.

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**METHUEN POLICE DEPARTMENT
UNIFORM SPECIFICATIONS
PLEASE SEE SPREADSHEET FOR INPUT PRICING**

UNIFORM TROUSERS

ALL

Winter: Police Uniform Pants: 4, 6, 8 or 10 pockets. Short, regular, and long rise.
Police Uniform Pants: 4, 6, 8 or 10 pockets. Female

Authorized: Flying Cross FX, FX Flex, Core Flex Stat pocket pants OR
Blauer 8657T, 8652P8FT, 8666, and 8823 Navy LAPD blue

Quantity: Estimated 200 pair

Summer: Police Uniform Pants: 4, 6, 8, or 10 pockets. Short, regular and long rise.
Police Uniform Pants: 4, 6, 8 or 10 pockets. Female

Authorized: Flying Cross FX, FX Flex, Core Flex Stat pocket pants OR
Blauer 8657T, 8652P8FT, 8666, and 8823 Navy LAPD blue

Quantity: Estimated 200 pair

Winter & Summer:

Color: Sworn Officers and Dispatchers - LAPD Blue
Animal Control and Parking Control – Black BDU (Quantity 16)

Pockets: Four, six, eight or ten pockets

Sizes: Waist sizes from 32 - 42 shall be even and odd sized. Must supply female designed trousers, male trousers altered to fit females are not acceptable.

Tailoring: All measurements taken for form fitting
No excessive under/over cuts in waist or legs.
MUST BE MACHINE WASHABLE

MOTORCYCLE OFFICERS

Riding Breeches

Material: 100% Polyester w/ 1" Black nylon piping on pant leg

Quantity: Estimated 25

Color: LAPD Blue

NYLON PIPING

1/2" Black nylon piping on pant leg (Sergeants)

3/4" Black nylon piping on pant leg (Lieutenants)

1" Black nylon piping on pant leg (Captains, Deputy Chief, and Chief)

No piping on pant leg for Parking Control Officer/ACO

Optional: Wind stopper liner

Quantity: Estimated 74

UNIFORM SHIRTS

ALL OFFICERS EXCEPT DISPATCHERS

Authorized: Flying Cross FX7120, FX Flex, Core Flex Stat, Deluxe Tropical OR

Blauer Class Act Series 8436, 8450, 8900, Supershirt 8906, 8374 winter base shirt

Quantity: Estimated 200

Color: Long Sleeve LAPD Blue Male

Long Sleeve LAPD Blue Female

Animal Control & Parking Control - Grey Flying Cross Shirt (**Quantity** estimated 10)

Authorized: Elbeco Classic OR

Flying Cross FX, FX Flex, Core Flex, Deluxe Tropical OR

Blauer Class Act Series 8446, 8460, 8910, Supershirt 8916

Quantity: Estimated 200

Color: Short Sleeve LAPD Blue - Male

Short Sleeve LAPD Blue - Female

Animal Control & Parking Control – Grey Flying Cross Shirt (**Quantity** estimated 10)

Tailoring: MPD emblem patch to be sewn on left sleeve, 1 inch from top shoulder seam, adjusted for short sleeves.
Black border for Police Officers, Animal Control and Parking Control. Yellow border for supervisors.

Optional: Zippers sewn in front of shirt.

UNDER VEST or POLO

Authorized: Elbeco UV1, UFX Tactical Polo, UV2 Flextech, Pinnacle Storm shirt OR Flying Cross FX, FX Flex, Core Flex Stat OR Blauer 8130 SS and 8140 LS dark blue polo
Color: LAPD Blue/Midnight Navy

Quantity: Estimated 200

SWEATERS

ALL

Style: 1) V-neck 2 x 2 rib knot. 70% Monsanto 30 % wool S-63 low pill acrylic fiber and 3000 long-staple wool.

2) V-neck 80 % acrylic 20% wool commando style sweater

Color: All officers black

Tailoring: MPD emblem patch to be sewn on left sleeve, flag to be sewn on right sleeve, both 1 inch from top shoulder seam. Black border for police officers, Animal Control and Parking Control. Yellow border for supervisors. Epaulets to be secured using a hook and loop product that will support radio microphone. Badge to be sewn on left chest in place of badge tab.

Rank boards to be worn by supervisors with rank bordered in gold.

Quantity: Estimated 30 total

Optional: Wind stopper liner

TURTLENECK

ALL

Material: 10.5oz. 92% Cotton, 8% Lycra blend fabric with 4-way stretch. Extra-long tail stays.

Quantity: Estimated 120

Color: All officers black. Animal Control and Parking Control Officers black.

OUTER WEAR

ALL OFFICERS

RAINCOAT/RAIN JACKET

Authorized: Anchor Uniform 2231Y, Blauer 9690 long or 9691 short

Black lettering silk screened on reflective side "METHUEN POLICE."

Color: Black with reversible side to be an O.S.H.A. approved lime green

Quantity: Estimated 50 of short and 50 long

CRUISER JACKET

Authorized: Spiewak S318Z Softshell Jacket Liner, Spiewak S318ZX OR
Blauer 9910Z Cruiser Jacket

MPD emblem patch to be sewn on left sleeve, flag to be sewn on right sleeve, both 1 inch from top shoulder seam. Black border for police officers, Animal Control and Parking Control. Yellow border for supervisors.

Sergeants to have Sergeant stripes sewn on both sleeves (background color to be appropriate with color of jacket).

Quantity: Estimated 50

Color: All officers LAPD Blue. Animal Control and Parking Control Officers Black.

Optional: Detachable hood with Gore-Tex fabric.

WINTER COAT

Authorized: Spiewak S588VT VizGuard Two-Tone Responder Parka OR
Blauer 9970V

MPD emblem patch to be sewn on left sleeve, flag to be sewn on right sleeve, both 1 inch from top shoulder seam. Black border for police officers, Animal Control and Parking Control. Yellow border for supervisors. Sergeants to have Sergeant stripes sewn on both sleeves (background color to be appropriate with color of jacket).

Quantity: Estimated 80

Color: All officers LAPD Blue. Animal Control and Parking Control Officers Black

Optional: Snap-On Hood

SPRING/FALL JACKET

Authorized: Spiewak S327 fleece liner OR
Flying Cross Duty Guard HT and HT + Pullover
Blauer 4660 Softshell Fleece, Blauer 4670 Colorblock Softshell, 9870 Superlight Shell

MPD emblem patch to be sewn on left sleeve, flag to be sewn on right sleeve, both 1 inch from top shoulder seam. Black border for police officers, yellow border for supervisors. Sergeants to have Sergeant stripes sewn on both sleeves (background color to be appropriate with color of jacket).

Quantity: Estimated 80 total

Color: All officers LAPD Blue with reflective O.S.H.A. approved lime green on the reverse side, Animal Control and Parking Control Officers Black with reflective O.S.H.A. approved lime green.

BIKE JACKET

Style: Outer fabric Supplex material with Thinsulate zip out liner. M.P.D. right front chest 2" reflective letters (top). Methuen Police on back. Methuen 2" reflective letters (top), Police on back 3" reflective letters (Bottom). Badge tab, microphone tab, 2 back belt loops. MPD emblem patch to be sewn on left sleeve, flag to be sewn on right sleeve, both 1 inch from top shoulder seam. Black border for police officers, yellow border for supervisors. Sergeants to have Sergeant stripes sewn on both sleeves (background color to be appropriate with color of jacket).

Authorized: Blauer 4670 Colorblock Softshell

Color: Black/Hi-Viz

Quantity: Estimated 20

LEATHER JACKET

Style: Leather Boston Police style jacket. MPD emblem patch to be sewn on left sleeve, flag to be sewn on right sleeve, both 1 inch from top shoulder seam. Black border for police officers, yellow border for supervisors. Sergeants to have Sergeant stripes sewn on both sleeves (background color to be appropriate with color of jacket).

Quantity: Estimated 20

Color: Black

RAIN PANTS

Style: All-Weather pant made of Gore-Tex fabric. Nylon outer shell with breathable back coating. Waterproof material with leg zippers.

Quantity: Estimated 80

Optional: Includes snap-out Thermolite Plus insulated quilted liner.

Color: Black

DETAIL UNIFORM

ALL OFFICERS **DETAIL SHORTS**

Material: 55% cotton 45% poly BDU short

Quantity: Estimated 200

Color: Black

DETAIL SHIRT

Authorized: Elbeco UFX short and long sleeve Ultra-Light Hi-Viz

Quantity: Estimated 120

Color: High Vis Yellow

DRESS TIES

ALL OFFICERS

Style: Button down, clip ties. Regular, Extra Long, Short and Female sizes.

Quantity: Estimated 100

Color: All officers black Animal Control and Parking Control Officers Black.

HATS

WINTER DRESS HAT

All Officers: Crushed style dress hat in Navy Blue. Adjustable headband inside hat for sizing. Outside strap in back, Silver buckle for Officers and Gold buckle for Supervisors.

Officers Black band with silver buttons
(*Quantity* Estimated 80)

Sergeants: Gold cord band with gold buttons
(*Quantity* estimated 15)

Lieutenants:	Gold lace band and gold buttons (<i>Quantity</i> estimated 10)
Captains:	Gold lace band and gold buttons, Scrambled eggs on visor (<i>Quantity</i> estimated 4)
Deputy Chief: or equivalent	Gold lace band with gold buttons, scrambled eggs on felt visor and velvet band (<i>Quantity</i> estimated 4)
Chief:	Gold lace band with gold buttons, scrambled eggs on felt visor and velvet band (<i>Quantity</i> estimated 2)

SUMMER DRESS HAT

All Officers:	Navy mesh Nantucket style crushed down hat. Adjustable headband inside hat for sizing. Outside strap in back, Silver buckle for Officers and Gold buckle for Supervisors.
Officers	Black band with silver buttons (<i>Quantity</i> Estimated 80)
Sergeants:	Gold cord band with gold buttons (<i>Quantity</i> estimated 15)
Lieutenants:	Gold lace band and gold buttons (<i>Quantity</i> estimated 10)
Captains:	Gold lace band and gold buttons, Scrambled eggs on visor (<i>Quantity</i> estimated 4)
Deputy Chief: or equivalent	Gold lace band with gold buttons, scrambled eggs on felt visor and velvet band (<i>Quantity</i> estimated 4)
Chief:	Gold lace band with gold buttons, scrambled eggs on felt visor and velvet band (<i>Quantity</i> estimated 2)

HAT SHIELD

Officers:	Silver badge, full color Mass. Seal with black background. Black lettering. (<i>Quantity</i> estimated 50)
Sergeants:	Gold badge with rank spelled out on bottom with Mass. Seal in gold. Black lettering.

(*Quantity* estimated 7)

Lieutenants: Gold badge with rank spelled out on bottom with Mass. Seal in gold. Black lettering.
(*Quantity* estimated 5)

Captains: Gold badge with rank spelled out on bottom with Mass. Seal in gold. Black lettering.
(*Quantity* estimated 4)

Deputy Chief:
or equivalent Gold badge with rank spelled out on bottom with Mass. Seal in gold.
Black lettering. (*Quantity* estimated 4)

Chief: Gold badge with rank spelled out on bottom with Mass. Seal in gold. Black lettering.
(*Quantity* estimated 2)

Vendor to supply samples for department approval.

DETAIL HAT

ALL OFFICERS

Style: Flexfit baseball cap with small department patch sewn on front.

Color: Black

Quantity: Estimated 100

TROOPER HAT

Style: Trooper Cap style. Thermolite Plus insulated

Quantity: Estimated 20

Color: Black

WATCH CAPS

Style: Watch Cap

Quantity: Estimated 100

Color: Black

HAT COVERS

Style: Reversible Hat Cover with Gore-Tex fabric

Quantity: Estimated 50

Color: Black with O.S.H.A. approved **lime green** on the reserves side.

FOOTWEAR

Plain black oxford with rubber sole (**Quantity** estimated 30)

High gloss black oxford with rubber sole (superior officers) (**Quantity** estimated 25)

High gloss black oxford (woman superior officers) (**Quantity** estimated 2)

Plain black oxford with rubber sole (woman) (**Quantity** estimated 10)

Cochrane or Rocky zippered or non-zippered jump boot (**Quantity** estimated 40)

Chukka Boot Black (**Quantity** estimated 30)

Police style - insulated waterproof lace up boot (**Quantity** estimated 40)

Full or mid-height boots - optional waterproof (**Quantity** estimated 40)

Waterproof non-slip boat shoe (**Quantity** estimated 10)

Motorcycle boot, black leather (**Quantity** estimated 10)

Vendor to supply samples of footwear for consideration.

GLOVES

WINTER

Style: Service Gloves with Gore-Tex.

Quantity: Estimated 50

Color: Black

Style: Mitten or glove - double insulated or wool lined.

Quantity: Estimated 30

Color: Black

ALL-SEASON

Style: Leather "pat-down" gloves

Quantity: Estimated 100

Color: Black

DRESS

Style: 100% cotton or cotton nylon blend dress gloves. Military style snaps on side of wrist.

Quantity: Estimated 250

Color: White

MOTORCYCLE

Style: Soft leather sport glove w/ Lycra inserts

Quantity: Estimated 25

Color: Black

DRESS UNIFORM

Jacket: Class A Coat, 55/45 Poly/Wool Blouse Coat, Navy Blue

Pant: Class A Pant, 55/45 Poly/Wool Pant, Navy Blue

Sizes: Waist sizes from 32 - 42 shall be even and odd sized. Must supply female designed trousers; male trousers altered to fit females are not acceptable.

Tailoring: All measurements taken for form fitting. No excessive under/over cuts in waist or legs

Quantity: Estimated 25

K-9 UNIFORM

UNIFORM SHIRT

Style: Black BDU style shirt, long or short sleeve OR

Black Ripstop Combat/Responder shirt with sleeve patches (optional)

Quantity: Estimated 10 each

Color: Black

UNIFORM PANTS

Style: Black BDU style Ripstop material

Quantity: Estimated 8

Color: Black

BIKE & MARINE PATROL UNIFORM

UNIFORM PANTS

Style: BDU style pants windproof and water-resistant. Elastic back with drawstring waist. Durable Zippers. Four hook and loop belt keepers sewn to accept an under belt. Two back single welt zipper closing pockets located under back yoke. Two zipper closing hip pockets. Two sides of the thighs bellow cargo pockets with center pleat and hook and loop closing flap. Pen pocket on right cargo pocket. Chamois pad.

Quantity: Estimated 20

Color: Black

UNIFORM SHORTS

Style: Shorts – windproof and water-resistant. Elastic back/ drawstring waist. Durable zippers. Four hook and loop belt keepers sewn to accept an under belt. Two back single welt zipper closing pockets located under back yoke. Two zipper-closing hip pockets. Two sides of the thighs bellow cargo pockets with center pleat and hook and loop closing flap. Pen pocket on right cargo pocket. Chamois pad.

Quantity: Estimated 20

Color: Black

DISPATCHERS UNIFORM

UNIFORM SHIRTS

Authorized: Long Sleeve: Flying Cross Model 34880 OR
Blauer Class Act Series 8450, 8900, Supershirt 8906

Authorized: Short Sleeve: Flying Cross Tropical Model 6686 OR
Blauer Class Act Series 8460, 8910, Supershirt 8916

Quantity: Estimated 30 each

Color: Navy

BADGES

Officers: Silver Police badge - inscribed with Police Officer across the top and "Methuen" across the bottom with black lettering, full color Massachusetts seal white and black. (**Quantity** estimated 65)

Sergeant: Gold Police badge. Same as Patrolman except with appropriate rank on the top to be used.
(**Quantity** estimated 28)

Lieutenant: Gold Police badge. Same as Patrolman except with appropriate rank on the top to be used.
(**Quantity** estimated 16)

Captain: Gold Police badge. Same as Patrolman except with appropriate rank on the top to be used.
(**Quantity** estimated 8)

Deputy Chief: Gold Police badge. Same as Patrolman except with appropriate rank on the top to be used.
or equivalent
(**Quantity** estimated 8)

Chief: Gold Police badge. Same as Patrolman except with appropriate rank on the top to be used.
(**Quantity** estimated 2)

DUTY GEAR

All Nylon Duty Equipment with metal snaps unless specified otherwise:

Duty Belt: Nylon duty belt, loop lined.
(**Quantity** estimated 50)

Belt: Nylon belt hook lined to hold duty belt
(**Quantity** estimated 50).

Holster: Safariland ALS Model # 6360 or 6362RDS in STX Tactical finish (hardshell STX) (**Quantity** estimated 50)

Ammo Carrier: Nylon Magazine Holder (single or double)
(**Quantity** estimated 50 of)

Cuff Case: Nylon Cuff Case (single and double)
(**Quantity** estimated 50 total)

Keepers: Nylon Belt Keepers.
(**Quantity** estimated 250)

Holders: Nylon Pepper Mace Holder – To hold M-2 canister with plastic insert.
Nylon Portable Radio Holder.
Nylon Flashlight Holder
Plastic Expandable Baton Holder
(**Quantity** estimated 40 each)

PATCHES, PINS AND COLLAR INSIGNIA

PATCHES

Motorcycle Flying Wheel Patch: 4", Color Blue, Gold, Black and White (**Quantity** estimated 50)

American Flag: 3 1/4" by 2" (*Quantity* estimated 250)

Sergeant Stripes: In gold or blue with background appropriate for garment.
(Quantity estimated 200)

Years of Service Hash Marks; 1" In gold with background appropriate for garment.
(Quantity estimated 1000)

MPD Emblem Patches: **Superiors – Gold Border (*Quantity* estimated 250)**
Officers, PCO/ACO – Black Border (*Quantity* estimated 500)

PINS

Officers American Flag: 2" x 1/4" w/ 4 row star field (Silver)
(*Quantity* estimated 125)

COLLAR INSIGNIA

Police Officer: Round pin w/ badge number, (Black background w/ silver numbering)
(Quantity estimated 30)

M.P.D. cutouts $\frac{3}{4}$ inch (Silver)
(Quantity estimated 30)

Sergeants: Sergeant Chevron (Flat Gold) 3/4 Inch Shirt
(*Quantity* estimated 60)
Round pin w/ badge number, (Black backg)
(*Quantity* estimated 30)

Lieutenants: Lieutenant Bar (Knurled Gold) $\frac{3}{4}$ Inch Shirt, 1 Inch Outer Garment (**Quantity** estimated 36 each)

Captains: Captain Bar (Knurled Gold) $\frac{3}{4}$ Inch Shirt, 1 Inch Outer Garment
(Quantity estimated 12 each)

Deputy Chief: Deputy Stars (3, Knurled Gold) $\frac{3}{4}$ Inch Shirt, 1 Inch Outer Garment (**Quantity** estimated 16 each)

Chief: Chief Stars (4, Knurled Gold) ¾ Inch Shirt, 1 Inch Outer Garment (**Quantity** estimated 6 each)

MISCELLANEOUS GEAR

Baton:	Monadnock Auto-lock Expandable Baton and plastic holder. <i>(Quantity</i> estimated 50)
Garrison Belt:	Black leather belt 1 3/4 ". Gold buckle - Supervisors, Silver buckle – officers. <i>(Quantity</i> estimated 50)
Citation Case:	Metal citation case to accommodate Mass. Citation book. <i>(Quantity</i> estimated 50)
Metal Report Box:	Metal box used for reports. <i>(Quantity</i> estimated 50)
Handcuffs:	Solid hinge and chain type. Silver and black color. <i>(Quantity</i> estimated 100 total)
Safety Vest:	Reflective O.S.H.A. approved lime green "METHUEN POLICE" printed in Black. <i>(Quantity</i> estimated 50)
	Reflective O.S.H.A. approved White traffic safety belt <i>(Quantity</i> estimated 10)
Tie Bar:	Bar with "METHUEN POLICE" engraved in black and full color Massachusetts seal white and black. Silver with black lettering for patrolmen <i>(Quantity</i> estimated 85)
	Gold with black lettering for Supervisors. <i>(Quantity</i> estimated 25)
Sam Brown Belt:	Black Leather Belt 2 1/4" w/ Metal Buckle. Gold buckle - Supervisors, Silver buckle officers
Rank Boards:	Gold with gold borders: Sergeant chevron, (<i>Quantity</i> estimated 50) Lieutenant bar, (<i>Quantity</i> estimated 32) Captain bar, (<i>Quantity</i> estimated 12) Deputy Chief 3 stars (<i>Quantity</i> estimated 6) Chief 4 stars (<i>Quantity</i> estimated 6)
Flashlights:	Standard LED Flashlight - Poly and metal in various sizes

(*Quantity* estimated 85)

Flashlights Flashlight holder Nylon with metal snaps (*Quantity* estimated 30)

Accessories:

ADDITIONAL LEATHER GEAR (Motorcycle Unit/Superior Officers)

All Duty Equipment is plain black leather with gold snap for superiors and silver snap for officers.

Ammo Carrier: Magazine Holder (single and double)
(*Quantity* estimated 35 of each)

Cuff Case: Single and double
(*Quantity* estimated 35 of each)

Open face single case
(*Quantity* estimated 25 of each)

Keepers: (*Quantity* estimated 40)

Holders: Pepper spray holder – To hold M-2 canister
Portable radio holder
Flashlight holder
Silent key holder
key ring holder
(*Quantity* estimated 25 each)

Cross Straps: Black Leather Belt Metal Buckle. Gold buckle – Supervisors (*Quantity* estimated 5 each), Silver buckle officers (*Quantity* estimated 10 each)

Break Away Snap: Black Leather/Metal Break Away Snap. Gold snaps Supervisors (*Quantity* estimated 10 each), Silver snaps officers Supervisors (*Quantity* estimated 20 each)

ACADEMY ISSUE

PANTS

Material: 65% Polyester 35% Cotton Khaki Pant

Quantity: 25

Color: Khaki Brown

SHIRT

Material: 65% Polyester 35% Cotton Khaki Shirt both long and short sleeves.

Quantity: 25 each

Color: Khaki Brown

Optional: Long/Short Sleeve, Shirts to be tapered and creases to be sewn.

SWEAT PANTS

Material: 100% Cotton

Quantity: 25

Color: LAPD Blue

SWEAT SHIRTS

Material: 100% Cotton

Quantity: 25

Color: LAPD Blue

GYM SHORTS

Material: 100% Cotton

Quantity: 25

Color: LAPD Blue

CITY OF METHUEN, MASSACHUSETTS
AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2024 by and between the **CITY of METHUEN**, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 41 Pleasant Street, Methuen, Massachusetts 01844, hereinafter referred to as the “CITY”, and COMPANY a limited liability company, having a usual place of business at COMPANY ADDRESS hereinafter referred to as the “VENDOR”.

WITNESSETH:

WHEREAS, the CITY invited the submission of a Proposal for: the purchase of police uniforms for the Methuen Police Department, all divisions within the department; and

WHEREAS, the VENDOR submitted a Proposal to deliver the above required product/services to complete the Service; and

WHEREAS, the CITY has decided to award the contract therefor to the VENDOR.

NOW, THEREFORE, the CITY and the VENDOR agree as follows:

1. **CONTRACT DOCUMENTS**. The Contract Documents consist of this Agreement and the VENDOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the product/service, and all are as fully a part of this Agreement as if attached hereto.

2. **THE WORK**. The product/services consist of: the purchase of police uniforms for the whole Methuen Police Department, and all division within the department. (Please see spreadsheet)

3. **TERM OF CONTRACT**. This Agreement shall be in effect from the date executed above and shall expire three years from the date first above written with 2 one year extensions at the sole discretion of the City.

4. **COMPENSATION**. The CITY shall pay \$ _____, as full compensation for the product and/or services furnished and delivered in carrying out this Agreement.

5. **PAYMENT OF COMPENSATION**. The CITY shall make payments within thirty (30) days after its receipt of an invoice.

6. **LIABILITY OF THE CITY**. The CITY’s liability hereunder shall be to make all payments when they shall become due, and the CITY shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the CITY or any elected or appointed official or employee of the CITY, or their successors in office, personally liable for any obligation under this Agreement.

7. **INDEPENDENT VENDOR**. The VENDOR acknowledges and agrees that it is acting as an independent VENDOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the CITY for any purpose.

8. **INDEMNIFICATION.** The VENDOR shall indemnify, defend, and hold the CITY harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the VENDOR's breach of this Agreement or the negligence or misconduct of the VENDOR, or the VENDOR's agents or employees.

9. **INSURANCE.** A. The VENDOR shall obtain and maintain during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CITY, as set forth in Attachment A.

 B. All policies shall identify the CITY as an additional insured (except Workers' Compensation) and shall provide that the CITY shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CITY upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. **ASSIGNMENT.** The VENDOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the CITY, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the CITY.

11. **TERMINATION.** A. **Termination for Cause.** If at any time during the term of this Agreement the CITY determines that the VENDOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the CITY shall notify the VENDOR in writing stating therein the nature of the alleged breach and directing the VENDOR to cure such breach within ten (10) days. The VENDOR specifically agrees that it shall indemnify, defend and hold the CITY harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the VENDOR fails to cure said breach within ten (10) days, the CITY may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the VENDOR specifying the effective date of the termination. Upon receipt of said notice, the VENDOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the CITY may have against the VENDOR up to the date of such termination, and the VENDOR shall be liable to the CITY for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the VENDOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY.

 B. **Termination for Convenience.** The CITY may terminate this Agreement at any time for convenience by providing the VENDOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the VENDOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the VENDOR shall

be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the CITY, such payment not to exceed the fair value of the services provided hereunder.

12. **INSPECTION AND REPORTS.** Whenever requested, VENDOR shall immediately furnish to the CITY full and complete written reports of the VENDOR's operation under this Contract in such detail and with such information as the CITY may request.
13. **SUCCESSOR AND ASSIGNS.** This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the CITY nor the VENDOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. **COMPLIANCE WITH LAWS.** The VENDOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
15. **CONFLICT OF INTEREST.** The VENDOR further covenants, in light of the provisions of Chapter 268A of the Massachusetts General Laws, that the VENDOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The VENDOR further covenants that in the performance of this contract no person having any such interest shall be employed by the VENDOR.
16. **NOTICE.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. **SEVERABILITY.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
18. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the VENDOR submits to the jurisdiction of any of the Commonwealth's appropriate courts for the adjudication of disputes arising out of this Agreement.
19. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
20. **FUNDING.** This agreement shall be subject to appropriation per fiscal year. If no such appropriation is made this agreement shall be terminated.
21. Consummation of this contract requires the approval of the Mayor of Methuen and the Methuen City Council prior to engagement of service or supply.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMPANY

CITY OF METHUEN, MA

By its: Mayor, Neil Perry

Signature

METHUEN POLICE DEPARTMENT

Print Name and Title

Scott McNamara, Chief of Police

The undersigned, in compliance with City of Methuen Municipal Contract Ordinance Chapter 7, Section 7C, certifies that an appropriation in the amount required for this Contract is available.

Approved as to Form:

Margaret A. Duprey C.A.F.O.

Acct. #

Kenneth J. Rossetti, City Solicitor

CLERK CERTIFICATE
AUTHORIZATION TO SIGN CONTRACT

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
SEAL HERE***
(Signature of **Clerk or Secretary**)*

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.

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS, EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED.

ATTESTATION

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to my best knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and VENDORS, and withholding and remitting child support.

*Signature of Individual

or Corporate Name (Mandatory)

**Social Security Number

(Voluntary) or Federal Identification Number

By:_____

Date:_____

Corporate Officer

(Mandatory, if Applicable)

SAMPLE

Print name

- The provision in this Certification relating to child support applies only when the VENDOR is an Individual.
- Approval of a contract or other agreement will not be granted unless the CITY receives a signed copy of this certification.
- Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment of obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L.C. 62C, S. 49A.

STATEMENT OF GOOD STANDING

In accordance with State and Federal regulations, I hereby certify on behalf of

_____ that _____ is not disbarred, suspended or

otherwise excluded from receiving funds or bidding on any project by any State or

Federal agency.

Signature

SAMPLE

Date

Print Name

Title

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the 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.

Signature of person submitting contract/bid

Print Name

Name of Business

Date

SAMPLE

1. Insurance:

The Contractor shall obtain and maintain the following insurance:

- a. Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
- b. Broad Form Commercial General Liability coverage with limits of at least \$1 Million per occurrence and \$2 Million aggregate, and which shall cover bodily injury, death, or property damage arising out of the work.
- c. Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of Bodily Injury and Property Damage in the amount of \$1 Million each person/each occurrence or a combined single limit of \$1 Million.
- d. An Excess Umbrella Liability Policy in the amount of \$1 Million adding coverage to all above policies.
- e. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the City from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.
- f. All required insurance shall be certified by a duly authorized representative of the insurers on the "MIIA" or "ACORD" Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted to the City prior to commencement of this Agreement.
- g. The City shall be named additional lienholder on the above referenced liability policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.