

GENERAL TERMS AND CONDITIONS POLICE UNIFORM CLOTHING

NOTE: THIS SPECIFICATION AND ANY ACCOMPANYING SPECIFICATION OR BID CAN BE APPEALED.

YOUR APPEAL MUST BE SUBMITTED IN WRITING TO THE CITY PURCHASING DIRECTOR FOR ALL BIDS NO LATER THAN FIVE (5) WORKING DAYS PRIOR TO BID OPENING.

YOUR BID SPECIFICATION APPEAL MUST NOT ONLY IDENTIFY THE PROVISION, TERM OR CONDITION THAT IS CAUSING PROBLEMS, BUT ALSO YOUR PROPOSED ALTERNATE POSITION, TERM OR CONDITION AND BE SUPPORTED BY TECHNICAL DATA, TEST RESULTS AND OTHER INFORMATION.

CONTACT THE APPROPRIATE PURCHASING AGENT OR THE PROCUREMENT SPECIALIST FOR THE APPEAL FEE AMOUNT AND FILING INSTRUCTIONS.

APPEALS RECEIVED LATER THAN FIVE (5) WORKING DAYS PRIOR TO BID OPENING OR WITHOUT SUFFICIENT DETAILS **WILL NOT BE CONSIDERED.**

NOTICE
AN APPEAL FEE OF THAT IS 1% OF THE ESTIMATED DOLLAR AMOUNT
OF THIS CONTRACT IS REQUIRED WITH A BID SPECIFICATION APPEAL. THIS FEE IS A
PREREQUISITE FOR PURSUING THE APPEAL AND
MUST ACCOMPANY THE APPEAL.
THE APPEAL FEE WILL BE RETURNED IF THE APPEAL IS UPHELD.

CAUTION: A BID THAT DOES NOT FULLY COMPLY WITH ALL OF THE PROVISIONS, TERMS, AND CONDITIONS OF THIS OR ANY ACCOMPANYING SPECIFICATION AND BID, MAY BE DETERMINED AS A COUNTEROFFER AND MAY RESULT IN THE BID BEING REJECTED FOR NON-RESPONSIVENESS.

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- I. SCOPE: It is the intent of this specification to describe the general terms and conditions applicable to all clothing, badges, insignias, rainwear, emblems, etc., that will be purchased by the City of Milwaukee for the Police Department.
- II. AWARD AUTHORITY:
 - A. THE DOA, Business Operations Division, Procurement Services Section will be the sole judge of the quality and suitability of the equipment, materials and/or services offered in its determination of the successful bidder for bids that do not exceed \$30,000.
 - B. THE DOA-Purchasing Director will be the sole judge of the quality and suitability of the equipment, materials and/or services offered in its determination of the successful bidder for bids that exceed \$30,000.
- III. RESTRICTION OF SALES: Vendor agrees not to sell any Milwaukee Police Department clothing, insignias, badges, patches, etc., to anyone who does not have an official Police Department authorization to purchase, signed by a command officer of the Department.

- IV. WARRANTY: Vendors shall provide a warranty against defects in material and workmanship and shall make replacement or repairs as necessary under the warranty.
- V. QUALIFICATION OF BIDDERS: **Bids will only be considered from vendors who have a permanent outlet within a 15-mile radius of City Hall, 200 E. Wells Street, Milwaukee and must have regular business hours Monday thru Friday.** Vendors must be a recognized wholesaler / retailer in the uniform clothing business, operate a professional caliber tailoring service in conjunction with the clothing business, have the ability to supply and attach department insignias, and make repairs to worn spots and tears and/or similar work of general maintenance. The facility must be at least 700 sq. ft. in size, have one dressing room and be able to provide the above-described services upon the date of the commencement of the contract. City reserves the right to inspect the vendor's facility prior to award of the contract.
- Bidders should provide the address of this facility in the bid or within three working days of receiving a request.
- Any manufacturers, which bid direct, must include a service proposal as to how measuring, alteration, emblem attachment, and customer service will be maintained without local distribution. Direct bids from manufacturers not containing a detailed service proposal will be rejected.
- VI. OFFICIAL SAMPLES: Samples of all uniform clothing, badges, insignias, rainwear, emblems, etc., may be viewed by contacting the Director of the Police Safety Academy, 6680 N. Teutonia Avenue, Milwaukee, WI, and all items furnished shall be in compliance.
- VII. SERVICE REQUIREMENTS: All clothing, badges, insignias, emblems, etc., shall be first quality. Seconds will be unacceptable.
- VIII. SIZING: All clothing shall be furnished in sizes as required for proper fitting to the individual for whom they are intended. Vendor to size coats, trousers and skirts for the individual officers and alter as necessary. Delivery to be made directly to the individual officer so that proper size can be verified.
- IX. DELIVERY:
- A. Clothing requiring minor alterations shall be delivered within five (5) working days after receipt of order.
- B. Clothing requiring major alterations shall be delivered in a timely manner, but no later than thirty (30) calendar days after receipt of order.
- X. PURCHASE BY INDIVIDUAL OFFICERS: If a member of the Police Department purchases clothing, badges, insignias, emblems, etc., with his/her own funds or allowance, the price of such article purchased shall not exceed the price bid.
- A. PAYMENT: Payment for articles ordered by individual officers will be cash on delivery, unless other arrangements are made between seller and purchaser with no obligation resting on the Police Department or the City of Milwaukee.
- XI. DESCRIPTION OF CLOTHING: A bid may not be considered if a bidder has failed to show without a doubt that he is bidding on regularly manufactured clothing, badges, insignias, emblems etc., tried, proven and in current use. Printed literature describing the item bid should be included with the bid.

The uniform clothing items furnished under this contract shall be new and unused.

Tried proven and in current use is defined as having a proven track record with a minimum of three (3) police departments, similar in size to the City of Milwaukee, for a minimum period of six (6) months. Bidders should include the name and address of the using Police Departments with the bid or within three working days of receiving a request along with the name and telephone number of a person to contact.

- XII. BRAND NAMES: If Police clothing has been identified by a brand name fabric, such reference is intended to be descriptive, by not restrictive and is for the sole purpose of indicating to the prospective bidders a description of the fabric that will be satisfactory. Other fabrics of equal quality will be considered.
- A. SUBSTITUTION: Unless the bidder clearly indicates in his bid that he is offering a different article, his bid shall be considered as an offering of the brand name fabric specified.
- B. SAMPLES: Bidders offering fabrics which they consider to be equal to the brand name referenced, must submit a 5" x 8" sample of the fabric, at the time of bid, to the Research and Development Bureau of the Milwaukee Police Department, 749 W. State Street, Milwaukee, WI 53233, for evaluation, testing and certification. Failure to provide this sample shall be reason for bid rejection.
- C. DESIGN/STYLE/CONSTRUCTION/CUT: Deviations in the design, styling, construction (except fabric), cut, etc., of the Police clothing will not be allowed.
- XIII. CONTRACT TERM/PRICING/CONTRACT EXTENSION:
- A. The term of this contract is for 3 years from date of award.
- B. Pricing for all of the uniform clothing, badges, insignias, emblems, etc., shall remain firm and not subject to escalation through the term of the first year of the contract.
- C. Pricing for all of the uniform clothing, badges, insignias, rainwear, emblems, etc., for the 3 year period shall be subject to the escalation/de-escalation provisions contained in Paragraph XIV of this specification.
- XIV. ESCALATION/DE-ESCALATION:
- A. ESCALATION PROVISIONS: Bid invitations and contracts may include escalator provisions for additional charges for goods, supplies, material or equipment if as a result of limited supplies or general inflation of rates and prices of the same to the contractor increase during the performance of the contract.

Documentation shall be provided which illustrates the average price increase the seller has incurred over the prior (3) years. Price increase shall not exceed this average and shall be mutually negotiated between the seller and buyer, prior to the expiration of the terms of the contract.

Such increase shall be substantiated to the satisfaction of the DOA - Business Operations Division - Procurement Services Section.

Each bid on a contract which is to contain multiple items and which is to include an escalator provision only as to some items shall be accompanied by a schedule enumerating the rates or prices of items of goods, material, supplies or equipment used in arriving at the bid, and only as to such items as enumerated shall an increase charge be allowed to the contractor.
(Cr. Ord. 504, April 14, 1981)

- B. DE-ESCALATOR PROVISIONS: Bid invitations and contracts upon approval of the City's Purchasing Director may include de-escalator provisions which would provide that any goods, supplies, materials, or equipment being purchased by the City will be subject to any price reductions which are announced by the bidder within the six months following execution of the purchase contract, and such price reductions are then to be passed on to the City as reductions in the total cost of goods, supplies, materials or equipment purchased or being purchased. (Cr. Ord. 506, April 14, 1981)
- XV. QUANTITY: The agency has the right to determine quantity, if not otherwise specified in the procurement document. The Department retains the right to adjust the total quantities while maintaining the accepted bid price without notification to the vendor.
- XVI. FREIGHT / SHIPPING: Bid price shall be FOB destination.