Baltimore County, Maryland
Purchasing Division
400 Washington Avenue, Room 148
Towson, Maryland 21204-4665

Request for Quotation No. Q-953

Uniforms, Raincoats, Police

Due Date: 09/24/20, Time: 2:30 PM

bid@baltimorecountymd.gov

Ivy Rosier, Associate Buyer
PHONE: 410-887-3883
EMAIL: irosier@baltimorecountymd.gov

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor’s responsibility to frequently visit the Purchasing website (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

_____ Have you signed your bid?
_____ Have you signed the Procurement Affidavit?
_____ Have you filled out all applicable forms?
_____ Have you returned the original? (and required duplicate copies when required?)
_____ Have you signed and returned amendments?
_____ Have you included the bid bond, if required?
_____ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
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BALTIMORE COUNTY, MARYLAND
General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope/carton or electronically as specified in the General Conditions. All bids must be clearly identified with the SOLICITATION NUMBER and the DUE DATE and TIME for mailed and/or hand-delivered submittals and SOLICITATION NUMBER for electronic submittals. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder’s acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder’s representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder’s responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder’s name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make
every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor’s Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

### 3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County’s sole discretion.

### 4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

### 5. Competition
5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor’s authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney’s fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney’s fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party’s trade secrets,
proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority/Women’s Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, “an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms.” MBE/WBE’s and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on all parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant to and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor’s acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon
a breach thereof, shall constitute a waiver of any such
term, condition, or covenant or of any such breach, or
preclude the County from exercising any such right,
power, or remedy at any later time or times.

17. Maryland Registration / Qualification
Requirements:

17.1 Baltimore County verifies the company’s status
with SDAT and may require the successful bidder to
submit a Good Standing Certificate (also known as a
“Certificate of Status”) issued by the Maryland
Department of Assessment and Taxation’s (“SDAT”)
Charter Division, and the State of Organization.

17.2 For information on registering to do business in
the State of Maryland call SDAT at (410) 767-1340 or
email at charterhelp@dat.state.md.us. Sole Proprietors and
General Partnerships should call (410) 767-4991. You
may download the SDAT forms at
http://www.dat.state.md.us/sdatweb/sdatforms.html

17.3 Baltimore County requires the successful bidder
to be in “good standing” (also known as Certificate of
Status) with the State in which it is organized, and in the
State of Maryland, under certain circumstances.
Baltimore County verifies the successful bidder’s status
with SDAT. Non-compliance to this section may result in
a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based
employment verification system that allows employers to
verify employee status against Federal Social Security
and immigration databases.

18.2 Baltimore County encourages employers to utilize
the E-Verify program, or an equivalent system, as a
means to help employers determine the eligibility of new
hires.

19. Warranty:

19.1. Contractor warrants for one year from
acceptance, or for such longer period otherwise
expressly stated in the attached solicitation, all goods,
services, and construction provided. This includes a
warranty against any and all defects. The contractor must
correct any and all defects in material and/or
workmanship that may appear during the warranty
period, even if discovered after the end of the warranty
period, by repairing any such defect, (or replacing with
new items or new materials, if necessary), at no cost to
the County and to the County’s satisfaction.

19.2. Should a manufacturer's or service provider’s
warranty exceed the requirements stated above, that
warranty will be the primary one used in the case of
First Source Hiring Agreement Overview

What is First Source Hiring?

Baltimore County’s First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County’s workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs. The intent of First Source is to connect these individuals with new jobs that are generated by the County’s investment in contracts or public works; or by business activity that requires approval by the County’s Department of Economic and Workforce Development.

The goals of the First Source Hiring Agreement are to:

- Increase awareness of the resources, services and potential benefits available to help Baltimore County employers meet their workforce needs; and,
- Give economically disadvantaged individuals the first opportunity to apply for new jobs in Baltimore County.

Which businesses can participate in First Source Hiring?

1. Businesses who have leases with the County or on County property; or,
2. Businesses with County contracts for goods, services, and grants in excess of $100,000 which are projected to create new jobs/positions to fulfill contract terms

How can first source help your business?

Baltimore County Department of Economic & Workforce Development’s (DEWD’s) Business Services Team can help coordinate recruitment services with our workforce partners in collaboration with our three Baltimore County Career Center locations to assist with finding pre-screened, qualified candidates. Available services may include but are not limited to:

- Posting and promotion of employment opportunities through our network of service providers
- Access to diverse talent pools from within Baltimore County’s workforce system
- Access to Baltimore County Career Centers for coordinated recruitment/interviewing activities
- Referral of pre-screened, qualified candidates for employer consideration
- Assistance with using the Maryland Workforce Exchange - a statewide job database and candidate matching platform
- Information on earning tax credits and other employer benefits for new hires (if applicable)
- Workforce and Business Services staff to assist you throughout your recruitment efforts
I’d like to participate in First Source Hiring…Where do I start?

Step #1: Register your business with the Maryland Workforce Exchange. This is an online database to track First Source Hiring job opportunities. As an employer, the Maryland Workforce Exchange can help you promote job openings, search for qualified candidates and share placement information.

Step #2: Businesses or non-profits who receive a non-construction or professional services contract from Baltimore County over $100,000 are required to project the number of job openings they expect during the contract period. After registering your business with Maryland Workforce Exchange, complete the First Source Hiring Description Form and email it to the Baltimore County Department of Economic and Workforce Development (DEWD) at firstsourcehire@baltimorecountymd.gov. If you have any questions about registering with MWE or completing the form, contact our office at 410-887-8000.

Step #3: Once you are registered in MWE and Baltimore County receives your First Source Hiring Description Form via email, you will be contacted by a member of the Business Development Team to assist with recruitment for your open positions.

Helpful Tips:
Businesses that qualify are asked to post their openings with Baltimore County’s First Source Hiring network of service providers, and offer the County the first opportunity to refer qualified candidates to those positions. While the agreement does not require an employer to hire a specific candidate, it does ask that employers make a good faith effort to hire referrals from the County’s workforce development system. We ask that employers would report basic information for any new hires by entering the placement data in the Maryland Workforce Exchange, or by completing an Employment Verification and Employer Survey Form (see FORM 2 attached) or via email at the completion of your recruitment activities.

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Revised 06/13/06
## Taxpayer Identification Number (TIN) and Certification

(Substitute for IRS Form W-9)

### COMPLETE BOTH SIDES OF FORM

**Baltimore County, Maryland**

Office of Budget and Finance
400 Washington Avenue, Room 148
Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

### SIDE 1

List your **legal business name** below, **as shown on your income tax return**. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies** (LLC) that are owned by an individual, the owner’s name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. **Name (as shown on your income tax return)**

2. **Business name, if different from above**

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<td>City</td>
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<td>ZIP Code</td>
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<td>Remittance Address, if different from above</td>
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<tr>
<td>City</td>
<td>State</td>
<td>ZIP Code</td>
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<th>Contact Person</th>
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<th>E-mail address</th>
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### Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social security number

OR

Employer identification number

**CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING**

**CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:**

<table>
<thead>
<tr>
<th>Filing Status (Ownership) (LLC is not acceptable)</th>
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<tbody>
<tr>
<td>Individual</td>
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<tr>
<td>Corporation</td>
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<td>Other: (explain)</td>
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### CERTIFICATION:

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).

**Signature of U.S. Person**

**Date**
### MBE / WBE Certification

<table>
<thead>
<tr>
<th>Maryland Department of Transportation (MDOT)</th>
<th>City of Baltimore</th>
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<tr>
<td>Certification #: ___________________________</td>
<td>Certification #: ___________________________</td>
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<td>Certification Date: _______ / _______ / _______</td>
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<td>Pending: __________________________________</td>
<td>Pending: __________________________________</td>
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### Business Ownership (Check Only One)

- **G** Government Entity
- **H** Disabled
- **MA** Minority-owned, Not small business
- **M** Minority-owned, Small business
- **NS** Non-minority-owned, small business
- **NL** Non-minority-owned, Large business
- **W** Woman-owned, Small business
- **WA** Woman-owned, Not small business
- **X** Woman-owned, Minority, Small business
- **XA** Woman-owned, Minority, Not small business
- **P** Non Profit
- **O** Other: __________________________

### Type of Business/Organization

- Association
- Government Entity
- Medical Service Provider
- Non-profit Organization
- Financial Institution
- Other: (explain)

### Ethnicity of Ownership (Check Only One)

- **A** Asian American
- **B** African American
- **H** Hispanic American
- **I** American Indian/Alaskan Native
- **N** Non-minority
- **O** Other Ethnic Group: __________________________

### Incorporation

- Incorporation State: __________________________ OR Date Business Started _______ / _______ / _______ 

### Signature

I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.

Signature: __________________________ Title: __________________________ Date: __________________________
MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]________________________________________ and the duly authorized representative of [business] ________________________________ (the “Business”) and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the July 27, 2017 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) “Minority Business Enterprise” or “MBE” means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) “Women’s Business Enterprise” or “WBE” means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

____ The Business is a MBE___ or WBE ___

[____] Maryland State Department of Transportation (MDOT) #_____________________

[____] City of Baltimore #_____________________

[____] Name Other Jurisdiction: ___________________  #_____________________

[____] The ownership of the Business consists of _____% minorities and _____% women (for a total of ______%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

_____ Minority Status

_____ African American  _____ Hispanic American

_____ Asian American  _____ Native American

_____ Caucasian  _____ Women

_____ The MBE/WBE business anticipates meeting up to 50% of the stated participation goal with its own workforce

_____ The Business anticipates utilizing subcontractors for ______% of the work of the contract requirements, of which it anticipates ___% will be MBEs and ___% will be WBEs.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ________________________  By: ____________________________________________

Name:

Title:

(Authorized Representative and Affiant)
GENERAL CONDITIONS

1. SCOPE.

1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase uniforms covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.

1.2 The County reserves the right to order supplies that may be required during the said period, and it also reserves the right not to order supplies bid upon by the vendor, if it is found that such supplies are not required by the County during the period covered by this contract.

2. TERM OF AGREEMENT.

2.1 The term of this contract shall be for one (1) year. Baltimore County reserves the right to renew this contract for up to two (2) additional one-year renewal options under the same terms and conditions. Baltimore County will automatically renew this contract on each option year unless notice is given to the vendor/contractor that the contract is not renewed.

2.2 If price adjustments are requested pursuant to the terms of the contract, the vendor/contractor must notify the Baltimore County Purchasing Division ninety (90) days prior to the current terms expiration date.

3. PRICES. Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.

4. METHOD OF AWARD. Award will be made on a total lump sum basis. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.

5. BUY AMERICA APPAREL AND SAFETY EQUIPMENT. The bidder hereby agrees that all apparel and safety equipment purchased will be and/or have been produced in the United States unless a waiver of these requirements is approved based on the following:

The item is not manufactured or available for purchase in the United States or is not manufactured or available in reasonable quantities,

The price of the item manufactured in the United States exceeds the price of a similar item not manufactured in the United States by an unreasonable amount, or

The quality of the item manufactured in the United States is substantially less than the quality of a similar item not manufactured in the United States.

The bidder must be able to provide any certification or assurance of compliance with this paragraph or information necessary to support a waiver of these requirements, as required by Baltimore County.

6. SAMPLES.

6.1 All bidders must furnish samples for evaluation unless otherwise specified in this bid package.
6.1.1 If a bidder is offering the manufacturer and style number as specified in this bid package, a manufacturer's authorization letter may be issued in lieu of a sample.

6.1.2 Baltimore County reserves the right to request samples of items, even if the bidder is offering the manufacturer and style number as specified.

6.1.3 One (1) sample of the raincoat is required upon request only. A silk screen sample is preferred.

6.2 Samples furnished must conform exactly to the specifications herein unless otherwise specified by the buyer.

6.2.1 Samples furnished with deviations must be clearly marked.

6.2.2 If a furnished sample has a deviation, the bidder must supply the date a corrected sample will be available.

6.3 Samples not provided in accordance with the specifications or within the time specified may result in rejection of the bid.

6.4 The successful bidder's samples may be retained pending delivery, for comparison with products delivered under the contract.

6.5 Samples will not be returned unless the vendor indicates the requirement to do so at the time the sample is furnished, and then only at the vendor's expense. Failure to arrange for pickup of released samples within thirty (30) calendar days will result in disposal of the samples.

7. DELIVERY ORDERS AND PROCUREMENT CARDS.

7.1 Delivery orders will be issued from time to time by the purchasing agent for such quantities as to satisfy requirements of Baltimore County. Specific quantities and delivery information will be indicated on release orders. Each delivery order will refer to the master agreement number.

7.2 Orders under $1,000 will be placed by telephone or in person by the using agency for such quantities to satisfy requirements of Baltimore County and shall be charged directly to the agency's procurement cards.

7.3 Orders exceeding $1,000 in total will be placed via release order by the purchasing agent. The purchasing agent may place this order using their procurement card.

7.4 Delivery orders issued within the term of this contract, even if not completed within the term of this contract, shall continue to be bound by the terms and conditions herein.

8. COOPERATIVE PURCHASE.

8.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

8.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.
9. **MULTI-AGENCY PROCUREMENT.** Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A delivery order will be issued against the original master agreement, confirming the contracted pricing and giving quantity and delivery requirements.

10. **ESCALATION.**

10.1 **IF DISTRIBUTOR:** All prices offered herein shall be firm against any increase for one (1) year from effective date of this proposed contract. After this date, it shall be the vendor's responsibility to notify the Buyer in advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes. Increases shall be limited to the actual cost increase to the vendor.

10.2 **IF MANUFACTURER:** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.

For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index—All Urban Consumers—United States Average—All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

10.3 Baltimore County reserves the right to accept or reject within thirty (30) days after the request for a price increase. If the price increase is rejected, the specific item in question will be canceled. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase.

11. **DELIVERIES.**

11.1 Deliveries shall be made promptly. If deliveries are not made within thirty (30) days after receipt of order, the Purchasing Agent reserves the right to procure the supplies/services elsewhere on the open market, in which event, the extra cost of procuring the supplies/services may be charged against the vendor and deducted from any monies due or which may become due him.

11.2 If the vendor is unable to supply requested supplies/services within the designated time, due to factory delay, strike or any unforeseen circumstances, the vendor must notify the Buyer of the delay and the anticipated delivery date. Failure to comply with this requirement will result in a poor performance rating which is considered in subsequent awards.

11.3 Failure to meet delivery date and to provide supplies/services as specified may result in written termination of this contract.

12. **COUNTY HOLIDAYS.**

- New Year's Day
- MLK, Jr. Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day (each even year)
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- Independence Day
13. **CONTRACTOR QUALIFICATIONS.**

13.1 At the option of the County, bidders/offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.

13.2 Bidders/Offerors must provide at least two (2) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past eighteen (18) months.

13.3 Prior to award of this contract, the County reserves the right to inspect the facilities of any bidder/offeror. The reputation of bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

14. **ELECTRONIC SUBMITTAL PROCESS.**

14.1 The cost of preparing Bids is the responsibility of Bidders.

14.2 To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: bid@baltimorecountymd.gov. The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.

14.2.1 **DO NOT** CARBON COPY (cc) the buyer on the bid submission.

14.3 Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder’s email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is 1 of 2, 2 of 2, etc. Multiple part bids will not be considered unless all parts are received by the bid closing date and time.

14.4 After submitting a Bid to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder’s records. In the case of a bid submitted in multiple parts as described in 14.3, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

14.5 As with any system, power outages or technology problems may arise that are outside of the County’s control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.

14.6 The County reserves the right to waive minor irregularities in conjunction with Bids.
SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER’S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: ____________________________________________________________

ADDRESS: ________________________________________________________________

____________________________ (City) _____________________ (State) ________ (Zip Code)

TELEPHONE: ________________________________ FAX: _____________________________

SIGNED: ________________________________ DATE: _____________________________

PRINT NAME: ________________________________ TITLE: __________________________

TAX ID NUMBER (FIN/SS#) ____________________ EMAIL: __________________________

Is your company a certified Minority Business Enterprise? Bidders must complete the applicable Minority Participation Affidavit attached.

Is your firm in compliance with all applicable laws and regulations relating to the employment of illegal aliens? If YES, check here ______

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

F.O.B. Destination (unless otherwise stated herein).

Delivery shall be made within ________ calendar days after receipt of order.

Payment Terms: __________________________ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County’s web site at http://www.baltimorecountymd.gov/purchasing.
<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY/SERVICE DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>COMMODITY CODE: 20165</strong>&lt;br&gt;Raincoat, ANSI Class 3, Level 2, 49&quot; long, color: fluorescent lime, with &quot;POLICE&quot; silk screened on back, Forester Style #006008 or REGAL Premier #493, sizes S-XL, or approved equal.</td>
<td>125</td>
<td>Each</td>
<td>$__________</td>
<td>$__________</td>
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<td>MFG: ___________________________________________________________________________________</td>
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<td>Style: _________________________________________________________________________________</td>
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<td>2</td>
<td><strong>COMMODITY CODE: 20165</strong>&lt;br&gt;Raincoat, ANSI Class 3, Level 2, 49&quot; long, color: fluorescent lime, with &quot;POLICE&quot; silk screened on back, Forester Style #006008 or REGAL Premier #493, sizes 2X-5X, or approved equal.</td>
<td>50</td>
<td>Each</td>
<td>$__________</td>
<td>$__________</td>
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<td></td>
<td>MFG: __________________________________________________________________________________</td>
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<td>Style: _________________________________________________________________________________</td>
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<td>3</td>
<td><strong>COMMODITY CODE: 20165</strong>&lt;br&gt;Raincoat, ANSI Class 3, Level 2, 49&quot; long, color: fluorescent lime, with &quot;CROSSING GUARD&quot; silk screened on back, Forester Style #006008 or REGAL Premier #493, sizes S-XL, or approved equal.</td>
<td>60</td>
<td>Each</td>
<td>$__________</td>
<td>$__________</td>
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<td>MFG: __________________________________________________________________________________</td>
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<td>Style: _________________________________________________________________________________</td>
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</tbody>
</table>
### REQUEST FOR QUOTATION

**UNIFORMS, RAINCOATS, POLICE**

Due Date: 9/24/20, Time: 2:30 P.M.

**PRICE SHEET PAGE 2**

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY/SERVICE DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td><strong>COMMODITY CODE: 20165</strong> Raincoat, ANSI Class 3, Level 2, 49&quot; long, color: fluorescent lime, with &quot;CROSSING GUARD&quot; silk screened on back, Forester Style #006008 or REGAL Premier #493, sizes 2X-5X, or approved equal.</td>
<td>20 Each</td>
<td>$__________</td>
<td>$__________</td>
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<td>MFG: __________________________</td>
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<td>Style: __________________________</td>
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<tr>
<td>5</td>
<td><strong>COMMODITY CODE: 20165</strong> Raincoat, ANSI Class 3, Level 2, 49&quot; long, color: fluorescent lime, without silk screened on back, Forester Style #006008 or REGAL Premier #493, sizes S-XL, or approved equal.</td>
<td>25 Each</td>
<td>$__________</td>
<td>$__________</td>
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<td>MFG: __________________________</td>
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<td>Style: __________________________</td>
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<tr>
<td>6</td>
<td><strong>COMMODITY CODE: 20165</strong> Raincoat, ANSI Class 3, Level 2, 49&quot; long, color: fluorescent lime, without silk screen on back, Forester Style #006008 or REGAL Premier #493, sizes 2X-5X.</td>
<td>5 Each</td>
<td>$__________</td>
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<td>MFG: __________________________</td>
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<td>Style: __________________________</td>
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</table>

**GRAND TOTAL** $____________

**COMPANY NAME:** ___________________________________________________________

**FED ID OR SOCIAL SECURITY NO.** ___________________________________________